

AGENDA

CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

JULY 2, 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**
ADDITION: Discussion of Governor's Executive Order 147
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. June 4, 2020 Regular Meeting Minutes
 - B. **Consideration of a Request to Suspend the MSD Tax Incentive Program**
 - C. **Consideration of Clerk's Certificate of Sufficiency for Contiguous Annexation of Property Owned by Jeff Justus at 1601 Old Spartanburg Highway**
 - D. **Consideration of COVID 19 Payment Plan Policy**
 - E. **Consideration of Sale of Public Property**
 - F. **Consideration of CDBG Policies**
 - i. **Citizen Participation Policy**
 - ii. **Anti-Displacement and Relocation Assistance Policy**
 - G. **Consideration of Special Event Permits for the Asheville Triathlon and Music on Main**
 - H. **Consideration of Interlocal Agreement with the Town of Laurel Park for Stormwater Fee Billing**
 - I. **Consideration of a Request from the Hendersonville Bridge Center for Refunding of Lease Payments and Reduction of Future Lease Payments**
 - J. **Consideration of a Governor's Crime Commission Grant Award**

K. Consideration of a Contract with Hazen and Sawyer Engineering to Evaluate the Town of Laurel Park's Water System and Perform On-Call Water and Sewer Modeling

6. Presentations:

- i. Dark Sky Presentation by HPC Representative Ralph Hammond-Green**
- ii. Presentation of Quarterly MVP by John Connet**
- iii. Presentation of HPD Use of Force Policies by Police Chief Herbert Blake**

7. Public Hearing - Consideration of an Annexation Ordinance for Property Owned 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.
Presenter: Daniel Heyman, Senior Planner

8. Public Hearing - Consideration of an Application for Community Development Block Grant Funding in the amount of \$750,000 for improvements to the Ashe Street Neighborhood.
Presenter: John Connet, City Manager and Ashlynn McCoy, Housing Assistance Corporation

9. Consideration of Parking Enforcement Software and Remote Payment Application
Presenter: Amber Glisson, Hendersonville Police Department

10 Discussion Regarding Designating Operations Center Assembly Room as Permanent Location for City Council Meetings
Presenter: City Manager John Connet

11. Reports/Comments by Mayor and City Council Members

12. Staff Reports

13. Consideration of Appointments to Boards/Commissions

14. New Business

15. Closed Session as Provided Under NCGS 143-318.11 (a) (3) and (6)

16. Adjourn



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By:

Department:

Date Submitted:

Presenter:

Date of Council Meeting to consider this item:

Nature of Item:

Summary of Information/Request:

Item #

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

Suggested Motion:

Attachments:

MINUTES

May 27, 2020

SECOND MONTHLY MEETING OF THE CITY COUNCIL [ELECTRONIC] ASSEMBLY ROOM – OPERATIONS CENTER 4:00 p.m.

Present: Mayor Barbara G. Volk and Council Members: Jeff Miller, Jennifer Hensley

Participating Electronically: Mayor Pro Tem Smith, Council Member Lyndsey Simpson

Staff Present: City Manager John F. Connet, City Attorney Sam Fritschner, Assistant Manager Brian Pahle, Communications Manager Allison Nock, Finance Director John Buchanan, Revenue Supervisor Jennifer Musselwhite, Budget & Management Analyst Adam Murr

1. Call to Order: Mayor Volk called the meeting to order at 4:00 p.m. and welcomed those in attendance. A quorum was established with three members in attendance physically and two participating electronically.

2. Consideration of Agenda

3. Update regarding utility bill delinquencies

Manager Connet recalled City Council taking steps ahead of the Governor’s Executive Order 124 to prohibit disconnections of utility services due to COVID-19. Manager Connet discussed a three-year trend of utility collection revenues indicating general revenues are flat due to an increase use of residential water and decrease use of commercial water. Manager Connet stated the rate of account delinquency of 31-60 days past due has risen from 18,168 in January 2020 to almost 82,783 in May 2020. Manager Connet stated staff are anticipating new Governor’s orders sometime in June which will give further direction regarding utility billing. Manager Connet stated staff will continue working with customers through policies enacted by Council to get water accounts current.

4. Presentation of Capital Project Financing Options

David Cheatwood, Managing Director with First Tryon Advisors presented a general overview of financing options and structures for the Parking Deck Project. Mr. Cheatwood presented different options weighing pro’s and cons of each with Council. Council Member Jeff Miller asked for clarification between taxable and non-taxable projects and Mr. Cheatwood explained parking decks are usually taxable projects as they are not exclusively for full public use and explained that the taxable portion depends on the amount of spaces dedicated to public use versus private use (by the potential Hotel Project). Manager Connet stated once the project is underway Council would need to make decisions regarding the amount of dedicated public space. Manager Connet stated the project may be considered non-taxable as long as all the spaces are dedicated for public use with the potential Hotel being allowed to utilize the spaces as public. Council Members discussed private financing options and Mr. Cheatwood stated the bank market would be a tougher market with fewer banks being interested in financing this type of project and further discussed the debt service structure for repayment with both private and public funding as shown below.

Estimated Debt Service

- The tables below provide an estimate of the debt service for the City’s parking deck financing based on the following assumptions:
 - \$8,000,000 project fund with \$75,000 cost of issuance
 - 15 and 20 year level debt service repayment terms with principal repayment beginning in year 2 (after construction)
 - Bank placement at estimated tax-exempt rates of 3.00% and 3.50% for the 15 and 20 year terms, respectively

15-Year Term	
Sources of Funds	
Par Amount	\$ 8,075,000

20-Year Term	
Sources of Funds	
Par Amount	\$ 8,075,000

An estimated timeline for debt repayment is shown below:

	Bank Placement	Public Sale
First Interest Payment	Up to 1 year after closing	Up to 8-9 months after closing
Principal Deferral	During construction period (if desired)	During construction period (if desired)
Interest Payment Frequency	Annually, Semi-Annually, Quarterly, etc.	Semi-Annually
Principal Payment Frequency	Annually, Semi-Annually, Quarterly, etc.	Annually
Other Payment Date	n/a	Debt service payments typically need to occur at least 3 months after the beginning of the fiscal year in order to mitigate the risk of non-appropriation in the budget process or a late budget adoption
Considerations		

5. Discussion Regarding Proposed Downtown Parking Deck and Metering of Main Street

Manager Connet discussed the size and proposed schedule of the Parking Deck Project with City Council. Manager Connet reminded Council of the costs per story and space for the project as follows:

5 Story – 323 spaces - \$25,456 per space – Cost = \$8,222,228

4 Story – 255 spaces - \$25,456 per space – Cost = \$6,491,280 (savings from 5 Story \$1,731,008)

3 Story – 186 spaces - \$31,633 per space – Cost = \$5,883,738 (savings from 4 Story \$607,542)

Manager Connet stated the cost per space increases due to the construction methods for a 3 Story structure and reminded everyone that the Dogwood Lot is 157 spaces for comparison. Council Member Jennifer Hensley stated she favors a 4 Story deck due to cost savings and economy. Council Members Simpson and Smith concurred. Manager Connet stated staff would proceed based on a 4 Story design.

Manager Connet discussed the proposed construction schedule with Council below:

Schematic Design – May - June 2020

Design Development – July – September 2020

Purchase Jackson Property – July 1, 2020

Construction Document Development – September – December 2020

Purchase Fazio Property – December 1, 2020

Bidding – January 2021

Construction – February 2021 – January 2022

Meter Main Street – January 2022

Manager Connet stated the schematic design process and guaranteed maximum price will be completed by September 2020 and presented to Council. Manager Connet discussed metering Main Street beginning January 2022 to replace budgetary funding to offset the impact of the project debt service on the Operating Budget. Council Members discussed proceeding with installation of metering kiosks in 2021 and activation of the metering in January 2022. Council Member Smith asked for an updated timeline to reflect metering and closing dates.

6. Presentation of Assessment Process for Water and Sewer Projects

Due to time constraints this presentation was deferred to a future date to be announced.

7. Adjourn. The meeting adjourned at 5:35 p.m. upon unanimous assent of the Council.

Barbara G. Volk, Mayor

Angela L. Reece, City Clerk



MINUTES

June 24, 2020 4:00 p.m.

**SPECIAL MEETING OF THE CITY COUNCIL [ELECTRONIC]
ASSEMBLY ROOM – OPERATIONS CENTER | 305 WILLIAMS ST.**

Present: Mayor Barbara G. Volk and Council Members: Jeff Miller, Jennifer Hensley

Participating Electronically: Mayor Pro Tem Jerry Smith, Council Member Lyndsey Simpson

Staff Present: City Manager John F. Connet, City Attorney Sam Fritschner, Assistant City Manager Brian Pahle, Communications Manager Allison Nock, Human Resources Director Jennifer Harrell

1. Call to Order

Mayor Volk called the meeting to order at 4:00 p.m. and welcomed those in attendance. A quorum was established with three members in attendance physically and two participating electronically.

2. Adoption of the Budget Ordinance Making Appropriations for Certain Expenses, Capital Improvements and Indebtedness of the City of Hendersonville, North Carolina, for the Fiscal Year Beginning July 1, 2020 and Ending June 30, 2021 for Fiscal Year 2020-21

City Manager John F. Connet presented the Fiscal Year 2020-2021 manager recommended budget to City Council for consideration and public hearing at their June 4, 2020 regular meeting. No additional public comments were received.

City Council Member Jeff Miller moved City Council resolve to adopt the fiscal year 2020 - 2021 Budget Ordinance, Capital Reserve Fund Ordinance, Resolution of Intent, Reimbursement Resolution, and Capital Project Ordinances as presented.

City Council Member Jerry Smith moved City Council to resolve to amend the fiscal year 2020-2021 tax rate from \$0.49 to \$0.48 per \$100 of value.

Council Member Lindsey Simpson inquired of the difference between the two tax rates and Council Member Jerry Smith replied \$0.01 is worth \$200,000 to \$210,000 of property tax revenue. Councilman Smith stated sales tax revenues would be impacted in FY22 by an approximate \$60,000 to \$80,000 and said the financial impacts of COVID-19 are still unknown.

Council Member Jeff Miller added that the average home savings would be \$2.50 per month and stated the City is facing a \$0.06 tax increase to cover SAFER grant costs and debt costs in FY22. Councilman Miller reminded everyone staff pay and hiring increases are still frozen and recommended holding the line to make it through this year of unknown outcomes.

Councilman Smith responded that he thinks the City can afford this reduction and stated he wants to say that we are able to cut taxes in the midst of a recession.

Mayor Barbara Volk stated she was not in favor of the amendment and stated she supports a stronger financial footing going into next fiscal year.

City Council Member Jerry Smith moved City Council resolve to amend the fiscal year 2020-2021 tax rate from \$0.49 to \$0.48 per \$100 of value. The motion failed with four opposed (Simpson, Miller, Hensley, Volk) and one in favor (Smith).

City Council Member Jeff Miller moved City Council resolve adopt the fiscal year 2020 - 2021 Budget Ordinance, Capital Reserve Fund Ordinance, Resolution of Intent, Reimbursement Resolution, and Capital Project Ordinances as presented. A unanimous vote of the Council followed. Motion carried.

3. Closed Session as Provided under NCGS §143-318.11(a)(6).

Assistant City Manager Brian Pahle announced staff had ended the Zoom meeting feed.

At 4:11 p.m. City Council entered into Closed Session. as provided under NCGS §143-318.11(a)(6).

At 7:47 p.m. City Council returned to Open Session.

There was no further business.

4. Adjourn

The meeting adjourned at 7:47 p.m. upon unanimous assent of the Council.

Barbara G. Volk, Mayor

ATTEST:

Angela L. Reece, City Clerk



MINUTES

June 4, 2020 4:00 p.m.

MONTHLY MEETING OF THE CITY COUNCIL [ELECTRONIC] ASSEMBLY ROOM – OPERATIONS CENTER | 305 WILLIAMS ST.

Present: Mayor Barbara G. Volk and Council Members: Jeff Miller, Jennifer Hensley

Participating Electronically: Mayor Pro Tem Jerry Smith, Council Member Lyndsey Simpson

Staff Present: City Manager John F. Connet, City Attorney Sam Fritschner, Assistant City Manager Brian Pahle, City Clerk Angela Reece, Communications Manager Allison Nock, Chief of Police, Herbert Blake, Budget & Management Analyst Adam Murr, City Engineer Brent Detwiler, Development Assistance Director Susan Frady, Senior Planner Daniel Heyman, Utilities Director Lee Smith

1. Call to Order

Mayor Volk called the meeting to order at 5:45 p.m. and welcomed those in attendance. A quorum was established with three members in attendance physically and two participating electronically.

2. Invocation and Pledge of Allegiance to the Flag

There was a moment of silence for prayer followed by the Pledge of Allegiance to the Flag

3. Public Comment *Up to 15 minutes is reserved for comments from the public not listed on the agenda.*

Ralph R. Hammond-Green of 1232 Hyman Avenue submitted written comment voicing concerns over Dark Sky Initiative compliant lighting fixtures with construction of the new police department.

4. Consideration of Agenda

Addition to Consent Agenda

Item 5G Consideration of Documents to Apply for FEMA Assistance and Reimbursement

Item 11A Consideration of Purchase of the Kelly-Orr Property

Council Member Jeff Miller moved to approve the agenda as amended. A unanimous vote of the Council followed. Motion carried.

5. Consideration of Consent Agenda

A. Consideration of Minutes:

- i. May 7, 2020 Regular Meeting
- ii. May 8, 2020 Budget Special Meeting
- iii. May 18, 2020 Special Meeting

B. Consideration of Vehicle and Equipment Installment Financing

C. Consideration of Amendment 4 of the French Broad River Intake Project Engineering Agreement

D. Consideration of a One-Time Compensatory Time Waiver

E. Consideration of a Special Event Permit for the Hendersonville Farmer's Market

F. Consideration of a Special Event Permit for the Hendersonville Farmer's Market

G. Consideration of Documents to Apply for FEMA Assistance and Reimbursement

Council Member Jerry Smith moved to approve the agenda as amended. A unanimous vote of the Council followed. Motion carried.

6. Administration of the Oath of Office of City Clerk

Mayor Barbara G. Volk issued the Oath of Office of City Clerk to Angela L. Reece

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

IN THE MATTER OF
Angela Reece
City of Hendersonville City Clerk

OATH OF OFFICE

I, Angela Reece, do swear (or affirm) that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the Constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me God.

I, Angela Reece, do swear (or affirm) that I will well and truly execute the duties of the office of City of Hendersonville City Clerk according to the best of my skill and ability, according to law; so help me God.

This is the first day of June 2020.


Angela Reece

Sworn to and subscribed before me
this the first day of June 2020.



7. Consideration of the Adoption of the Budget Ordinance Making Appropriations for Certain Expenses, Capital Improvements and Indebtedness of the City of Hendersonville, North Carolina, for the Fiscal Year Beginning July 1, 2020 and Ending June 30, 2021 for Fiscal Year 2020-21

City Manager John F. Connet presented the Fiscal Year 2020-2021 manager recommended budget to City Council for consideration. Manager Connet extended thanks and appreciation to Assistant Manager Brian Pahle and Budget & Management Analyst Adam Murr for their work on the budget.

General Fund (45.97% of total budget)

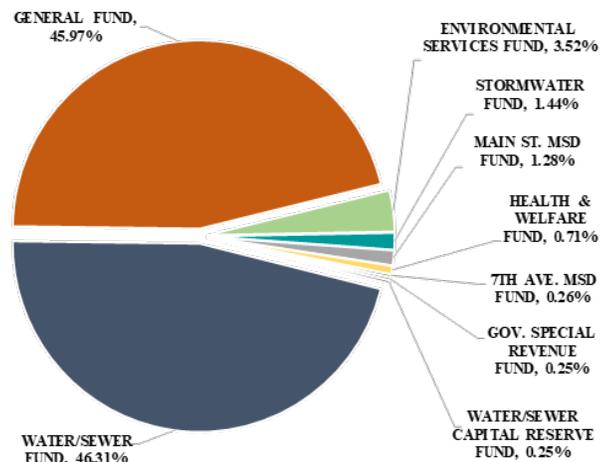
Highlights

- 1.50% Market Salary Increase
- 1.20% Retirement Contribution Increase
- LESA Increase ~\$40k
- Health Insurance Increase ~\$100k
- SAFER Grant \$60k Match
- Hiring Freeze
- No New Positions
- Reduced Operating Requests \$583k
- Reduced Capital Requests \$1.65M
- PD HQ \$230k Debt Service
- 7TH Ave Streetscape \$149k Debt Service
- Fire Engine 3 \$72k Debt Service
- DT Parking Deck Preparation
- Sales Tax Est. 11.09% Decrease
- Tax Rate Remains at \$.49

Manager Connet gave an overview of the Budget discussing the catastrophic impacts COVID-09 is having on the economy. Manager Connet stated sales tax revenue projections show large decreases throughout the market which have posed significant challenges to the budgeting process. Manager Connet stated he has crafted a budget incorporating a hiring freeze, purchasing freeze/strategy that will allow flexibility moving forward should revenue projections come in higher than anticipated. Manager Connet stated a portion of fund balance (\$1,275,155) is allocated to support the loss of the general fund revenues but said he is optimistic that the economy will pick back up to replenish revenue streams.

MAJOR FUNDS OVERVIEW FY20-21

FUND	EXPENDITURES	REVENUES	FUND BALANCE
			APPROP.
WATER/SEWER	\$ 18,455,397	\$ 17,605,675	\$ 849,722
GENERAL	18,320,046	17,062,891	1,257,155
ENVIRONMENTAL SERVICES	1,404,017	1,308,800	95,217
STORMWATER	575,423	541,790	33,633
MAIN ST. MSD	509,553	472,410	37,143
HEALTH & WELFARE	282,480	282,480	-
7TH AVE MSD	102,256	75,250	27,006
GOV. SPECIAL REVENUE	100,500	21,000	79,500
WATER/SEWER CAPITAL RESERVE	100,000	100,000	-
SUB-TOTAL	\$ 39,849,672	\$ 37,470,296	\$ 2,379,376
TOTAL IN BALANCE		<u>\$39,849,672</u>	



Water and Sewer Fund (46.31% of the total budget)***Highlights***

- *145% Water Rate Differential*
- *150% Wastewater Rate Differential*
- *Continue Move to Commercial Flat Rates*
- *Hiring Freeze*
- *No New Positions*
- *Pay-Go Capital \$1.04M Less than FY19-20*
- *Revenue Bond Established Rate Covenants*
- *\$21.2M Debt Added/Refinanced in FY19-20*
- *\$100k Capital Reserve Fund Transfer for Economic Development Projects*
- *\$98.6M Capital Projects Scheduled through FY24-25*

Manager Connet clarified the 145% Water Rate Differential as being a Council priority stating the proposed rate will continue to bring the inside/outside water rates closer together. Manager Connet stated commercial rates are continuing to be transitioned to flat rates to allow the City to become more efficient and to encourage conservation. Manager Connet discussed debt within the fund stating the figures represent rate covenants related to revenue bonds and ongoing projects in Etowah and the Fletcher. He stated a capital reserve fund has been established for future water and utility projects.

Manager Connet discussed water and sewer rates stating inside water rates have increased by \$.52 and outside water rates have increased by \$.45 on the $\frac{3}{4}$ " base charge. Volumetric rates have increased by \$.32 and for inside and outside. Sewer rates have increased by \$.08 for inside and outside for $\frac{3}{4}$ " base charge. Manager Connet reminded everyone that the increases are part of the rate study recommendations which will keep the system in working order and allow funding for large future capital projects.

Environmental Services & Stormwater Fund

Highlights - Stormwater

- *Utility Rate Study*
- *Flat Fee Increase \$3.00 to \$5.00*
- *\$249,725 Infrastructure Improvements*
- *\$100,000 Master Planning (Phase II)*

Manager Connet stated there will be a flat fee increase of \$2.00 for stormwater and said with the current economy staff felt this increase was appropriate. Manager Connet reminded everyone the fees are used for infrastructure improvements to the storm drainage system and said he and staff will have further discussions on the sustainability of the fund in the FY21-22 budget.

There were no remarks from City Council.

At 6:09 p.m., the public hearing was opened by Mayor Volk in accordance with North Carolina General Statutes by notice published in the Hendersonville Times-News. The following addressed the Council:

Ken Fitch, 1046 Patton Street, addressed the Council regarding concerns of the impacts of COVID-19 on city staff pay increases stating, “their presence is a reassurance and highly valued during times of crisis”. Mr. Fitch also addressed concerns of moving forward with the parking deck project.

There were no other citizen comments. Council Member Jerry Smith commenting on previous remarks supporting a tax cut. Councilman Smith stated he has worked with the Manager and staff to assess revenues and said over the past two years the city’s spending could have warranted a tax increase, but said the rate has remained the same with portions of fund balance being utilized to balance the budget.

The budget public hearing was closed at 6:14 p.m.

The Council scheduled a date for the adoption of the Fiscal Year 2020-21 Budget Ordinance during a special meeting of the City Council on Wednesday, June 24, 2020 at 4:00 p.m. in the Assembly Room of the Operations Center located at 305 Williams St. Hendersonville.

8. Public Hearing – Consideration of an Order to Close a Portion of an Unopened and Unimproved Alley between Williams Street and Harris Street

Development Assistance Director Susan Frady stated the City has received an application from the Hendersonville Housing Authority to close a portion for an unopened unimproved alley between Williams Street and Harris Street located on PIN 9568-99-9384. Director Frady recalled the City Council adopting the Resolution of Intent to close this alley at their regular meeting on April 2, 2020 and stated a copy was mailed to the adjacent property owners, notification of the proposed closing was posted on the property, and the Resolution of Intent and notice of public hearing was

advertised four times in the legal notice section of a local newspaper.

Attorney Gene Carr representing the Hendersonville Housing Authority addressed City Council regarding all three properties for public hearing. Attorney Carr stated his firm is assisting with an affordable housing loan from the Housing and Urban Development (HUD) and said part of the process is to conduct a title search of the 26 parcels along Walnut Circle. Attorney Carr stated the title search revealed 3 of the properties had streets or alleys bisecting each property which were closed upon completion of the development in the 1960's. Attorney Carr stated his firm has been working with City Attorney Fritschner but were unable to locate official closure records. Attorney Carr stated it is necessary to formally closed these unopened unimproved alleyways to proceed with the loan from HUD.

At 6:20 p.m., the public hearing was opened by Mayor Volk in accordance with North Carolina General Statutes by notice published in the Hendersonville Times-News.

There were no citizen comments. The public hearing was closed at 6:25 p.m.

There were no comments by Council.

Council Member Jennifer Hensley moved Council resolve to adopt the order to permanently close a portion of an unopened and unimproved alley between Williams Street and Harris Street as petitioned by the Hendersonville Housing Authority for the Housing and Urban Development Grant. A unanimous vote of the Council followed. Motion carried.

ORDER # 20-0544

ORDER TO PERMANENTLY CLOSE AN UNOPENED AND UNIMPROVED ALLEY BETWEEN
WILLIAMS STREET AND HARRIS STREET
(Petition by Hendersonville Housing Authority)

NORTH CAROLINA

HENDERSON COUNTY

TO WHOM IT MAY CONCERN:

WHEREAS, North Carolina General Statute Section §160A-299 authorizes a city council to permanently close any street or public alley way within its corporate limits or area of extraterritorial jurisdiction and provides a procedure for the closing of such streets or alleyways; and

WHEREAS, Hendersonville Housing Authority has petitioned the City of Hendersonville to close an unopened and unimproved alley between Williams Street and Harris Street; and

WHEREAS, on the second day of April 2020, the Hendersonville City Council adopted a resolution expressing the intention of the municipality to close this alley and setting the fourth day of June 2020, as the date of a public hearing regarding such closure; and

WHEREAS, the aforementioned resolution has been published once a week for four successive weeks prior to the public hearing in the Hendersonville Times News (a newspaper of general and regular circulation in Hendersonville and Henderson County) and a copy thereof has been sent by certified mail to all owners of property adjoining the street as shown on the county tax records; and

WHEREAS, notice of the closings and of the public hearing has been posted in at least two places along the streets; and

WHEREAS, a public hearing was held in conformance with the aforementioned public notice on the fourth day of June 2020.

NOW, THEREFORE, the City Council of the City of Hendersonville does hereby make the following findings of fact:

1. The closing of the right-of-way hereafter described are not contrary to the public interest.
2. No individual owning property in the vicinity of the alley or in the subdivision in which it is located would be deprived by the closing of such right-of-way of reasonable means of ingress and egress to his property.

IN CONSIDERATION THEREOF, IT IS HEREBY ORDERED:

1. The following portions of streets are permanently closed and no longer existent as of the effective date of this order:

BEGINNING AT A CALCULATED POINT AT THE INTERSECTION OF THE WESTERN MARGIN OF HARRIS STREET AND THE SOUTHERN MARGIN OF A 20' ALLEY DESCRIBED IN DEED BOOK 424 PAGE 57; THENCE WITH THE SOUTH MARGIN OF SAID ALLEY S 75°38'12" W A DISTANCE OF 338.40' TO A CALCULATED POINT AT THE INTERSECTION OF THE SOUTH MARGIN OF SAID ALLEY AND THE EAST MARGIN OF WILLIAMS STREET; THENCE WITH THE EAST MARGIN OF WILLIAMS STREET N 21°40'48" W A DISTANCE OF 20.16' TO A CALCULATED POINT AT THE INTERSECTION OF THE EAST MARGIN OF WILLIAMS STREET AND THE NORTH MARGIN OF SAID ALLEY; THENCE WITH THE NORTH MARGIN OF SAID ALLEY N 75°38'12" E A DISTANCE OF 338.58' TO A CALCULATED POINT AT THE INTERSECTION OF THE NORTH MARGIN OF SAID ALLEY AND THE WESTERN MARGIN OF HARRIS STREET; THENCE WITH THE WESTERN MARGIN OF HARRIS STREET S 21°10'59" E A DISTANCE OF 20.14' TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 0.155 ACRES, 6,770 SQ.FT. AND BEING THE HISTORIC LOCATION OF SAID 20' ALLEY.

2. The City Clerk shall forthwith cause a certified copy of this order to be filed in the Office of the Register of Deeds of Henderson County.

This order shall take effect the fourth day of June 2020.

Barbara G. Volk, Mayor, City of Hendersonville

ATTEST:

Angela L. Reece, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

9. Public Hearing – Consideration of an Order to Close a Portion of an Unopened and Unimproved Right-of-Way for Roberson Avenue

Development Assistance Director Susan Frady stated the City has received an application from the

Hendersonville Housing Authority to close a portion of an unopened unimproved right-of-way for Roberson Avenue located on PIN 9568-49-2048. Director Frady recalled the City Council adopting the Resolution of Intent to close this alley at their regular meeting on April 2, 2020 and stated a copy was mailed to the adjacent property owners, notification of the proposed closing was posted on the property, and the Resolution of Intent and notice of public hearing was advertised four times in the legal notice section of a local newspaper.

At 6:27 p.m., the public hearing was opened by Mayor Volk in accordance with North Carolina General Statutes by notice published in the Hendersonville Times-News.

There were no citizen comments. The public hearing was closed at 6:28 p.m.

There were no comments by Council.

Council Member Jennifer Hensley moved Council resolve to adopt the order to permanently close a portion of an unopened and unimproved right-of-way for Roberson Avenue as petitioned by the Hendersonville Housing Authority for the Housing and Urban Development Grant. A unanimous vote of the Council followed. Motion carried.

ORDER #20-0545

**ORDER TO PERMANENTLY CLOSE AN UNOPENED AND UNIMPROVED
ROW FOR ROBERSON AVENUE
(Petition by Hendersonville Housing Authority)**

NORTH CAROLINA
HENDERSON COUNTY

TO WHOM IT MAY CONCERN:

WHEREAS, North Carolina General Statute Section §160A-299 authorizes a city council to permanently close any street or public alley way within its corporate limits or area of extraterritorial jurisdiction and provides a procedure for the closing of such streets or alleyways; and

WHEREAS, Hendersonville Housing Authority has petitioned the City of Hendersonville to close an unopened and unimproved ROW for Roberson Avenue; and

WHEREAS, on the second day of April 2020, the Hendersonville City Council adopted a resolution expressing the intention of the municipality to close this Right-of-Way and setting the fourth day of June 2020, as the date of a public hearing regarding such closure; and

WHEREAS, the aforementioned resolution has been published once a week for four successive weeks prior to the public hearing in the Hendersonville Times News (a newspaper of general and regular circulation in Hendersonville and Henderson County) and a copy thereof has been sent by certified mail to all owners of property adjoining the street as shown on the county tax records; and

WHEREAS, notice of the closings and of the public hearing has been posted in at least two places along the streets; and

WHEREAS, a public hearing was held in conformance with the aforementioned public notice on the fourth day of June 2020.

NOW, THEREFORE, the City Council of the City of Hendersonville does hereby make the following findings of fact:

1. The closing of the right-of-way hereafter described are not contrary to the public interest.
2. No individual owning property in the vicinity of the alley or in the subdivision in which it is located would be deprived by the closing of such right-of-way of reasonable means of ingress and egress to his property.

IN CONSIDERATION THEREOF, IT IS HEREBY ORDERED:

1. The following portions of streets are permanently closed and no longer existent as of the effective date of this order:

BEGINNING AT A CALCULATED POINT AT THE INTERSECTION OF THE EAST MARGIN OF VALLEY STREET AND THE NORTH MARGIN OF ROBERSON AVENUE; THENCE WITH THE NORTH MARGIN OF ROBERSON AVENUE S 82°14'12" E A DISTANCE OF 363.79' TO A CALCULATED POINT AT THE INTERSECTION OF THE NORTH MARGIN OF ROBERSON AVENUE AND THE WESTERN MARGIN OF THE NCDOT RIGHT OF WAY SHOWN IN PROJECT 35025.3.1; THENCE WITH THE WESTERN MARGIN OF SAID NCDOT RIGHT OF WAY THE FOLLOWING TWO CALLS; S 18°09'17" E A DISTANCE OF 8.31' TO A CALCULATED POINT; THENCE S 18°09'17" E A DISTANCE OF 22.38' TO A CALCULATED POINT AT THE INTERSECTION OF THE WEST MARGIN OF SAID NCDOT RIGHT OF WAY AND THE SOUTH MARGIN OF ROBERSON AVENUE; THENCE WITH THE SOUTH MARGIN OF ROBERSON AVENUE N 82°51'29" W A DISTANCE OF 376.71' TO A CALCULATED POINT AT THE INTERSECTION OF THE SOUTH MARGIN OF ROBERSON AVENUE AND THE EAST MARGIN OF VALLEY STREET; THENCE WITH THE EAST MARGIN OF VALLEY STREET N 06°49'21" E A DISTANCE OF 31.70' TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 0.252 ACRES, 10,992 SQ.FT. AND BEING THE HISTPRIC LOCATION OF ROBERSON AVENUE.

2. The City Clerk shall forthwith cause a certified copy of this order to be filed in the Office of the Register of Deeds of Henderson County.

This order shall take effect the fourth day of June 2020.

Barbara G. Volk, Mayor, City of Hendersonville

ATTEST:

Angela L. Reece, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

10. Public Hearing – Consideration of an Order to Close a Portion of an Unopened and Unimproved Right-of-Way for Sixth Avenue East

Development Assistance Director Susan Frady stated the City has received an application from the Hendersonville Housing Authority to close a portion for an unopened unimproved right-of-way for Sixth Avenue East located on PIN 9568-99-9384. Director Frady recalled the City Council adopting the Resolution of Intent to close this alley at their regular meeting on April 2, 2020 and stated a copy was mailed to the adjacent property owners, notification of the proposed closing was posted on the property, and the Resolution of Intent and notice of public hearing was advertised four times in the legal notice section of a local newspaper.

At 6:30 p.m., the public hearing was opened by Mayor Volk in accordance with North Carolina General Statutes by notice published in the Hendersonville Times-News.

There were no citizen comments. The public hearing was closed at 6:31 p.m.
There were no comments by Council.

Council Member Jennifer Hensley moved Council resolve to adopt the order to permanently close a portion of an unopened and unimproved right-of-way for Sixth Avenue East as petitioned by the Hendersonville Housing Authority for the Housing and Urban Development Grant. A unanimous vote of the Council followed. Motion carried.

ORDER # 20-0546

ORDER TO PERMANENTLY CLOSE A PORTION OF AN UNOPENED AND UNIMPROVED
RIGHT-OF-WAY FOR SIXTH AVENUE EAST
(Petition by Hendersonville Housing Authority)

NORTH CAROLINA

HENDERSON COUNTY

TO WHOM IT MAY CONCERN:

WHEREAS, North Carolina General Statute Section §160A-299 authorizes a city council to permanently close any street or public alley way within its corporate limits or area of extraterritorial jurisdiction and provides a procedure for the closing of such streets or alleyways; and

WHEREAS, Hendersonville Housing Authority has petitioned the City of Hendersonville to close a portion of the Right-of-Way for Sixth Avenue East; and

WHEREAS, on the second day of April 2020, the Hendersonville City Council adopted a resolution expressing the intention of the municipality to close portions of these streets and setting the fourth day of June 2020, as the date of a public hearing regarding such closure; and

WHEREAS, the aforementioned resolution has been published once a week for four successive weeks prior to the public hearing in the Hendersonville Times News (a newspaper of general and regular circulation in Hendersonville and Henderson County) and a copy thereof has been sent by certified mail to all owners of property adjoining the street as shown on the county tax records; and

WHEREAS, notice of the closings and of the public hearing has been posted in at least two places along the streets; and

WHEREAS, a public hearing was held in conformance with the aforementioned public notice on the fourth day of June 2020.

NOW, THEREFORE, the City Council of the City of Hendersonville does hereby make the following findings of fact:

1. The closing of the right-of-way hereafter described are not contrary to the public interest.

3. No individual owning property in the vicinity of the alley or in the subdivision in which it is located would be deprived by the closing of such right-of-way of reasonable means of ingress and egress to his property.

IN CONSIDERATION THEREOF, IT IS HEREBY ORDERED:

1. The following portions of streets are permanently closed and no longer existent as of the effective date of this order:

BEGINNING AT A #4 REBAR WITH "MCABEE" CAP SET IN THE INTERSECTION OF THE NCDOT RIGHT OF WAY SHOWN IN PLANS FOR PROJECT 8.1834101 AND THE SOUTH MARGIN OF 6TH AVENUE EAST; THENCE WITH THE EAST MARGIN OF SAID NCDOT RIGHT OF WAY N 06°21'33" E A DISTANCE OF 30.25' TO A CALCULATED POINT IN THE NORTH MARGIN OF 6TH AVENUE EAST; THENCE WITH THE NORTH MARGIN OF 6TH AVENUE EAST THE FOLLOWING TWO CALLS N 74°39'41" E A DISTANCE OF 191.15' TO A CALCULATED POINT; THENCE N 75°42'01" E A DISTANCE OF 57.33' TO A CALCULATED POINT AT THE INTERSECTION OF THE NORTH MARGIN FOR 6TH AVENUE EAST AND THE EAST MARGIN FOR WALNUT STREET; THENCE WITH THE EAST MARGIN FOR WALNUT STREET THE FOLLOWING TWO CALLS S 39°26'19" E A DISTANCE OF 24.00' TO A CALCULATED POINT; THENCE S 11°04'07" E A DISTANCE OF 330.85' TO A CALCULATED POINT AT THE INTERSECTION OF THE EAST MARGIN FOR WALNUT STREET AND THE NORTH MARGIN FOR 5TH AVENUE EAST; THENCE WITH THE NORTH MARGIN FOR 5TH AVENUE EAST S 62°36'46" W A DISTANCE OF 31.66' TO A CALCULATED POINT AT THE INTERSECTION OF THE NORTH MARGIN FOR 5TH AVENUE EAST AND THE WEST MARGIN OF WALNUT STREET; THENCE WITH THE WEST MARGIN FOR WALNUT STREET N 11°00'15" W A DISTANCE OF 330.65' TO A CALCULATED POINT AT THE INTERSECTION OF THE WEST MARGIN OF WALNUT STREET AND THE SOUTH MARGIN OF 6TH AVENUE EAST; THENCE WITH THE SOUTHERN MARGIN FOR 6TH AVENUE EAST S 75°03'45" W A DISTANCE OF 238.85' TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 0.400 ACRES, 17,403 SQ.FT. AND BEING THE HISTORIC LOCATION OF 6TH AVENUE EAST AND WALNUT STREET.

2. The City Clerk shall forthwith cause a certified copy of this order to be filed in the Office of the Register of Deeds of Henderson County.

This order shall take effect the fourth day of June 2020.

Barbara G. Volk, Mayor, City of Hendersonville

ATTEST:

Angela L. Reece, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

11. Consideration of the Purchase of Holbert Property

City Attorney Sam Fritschner discussed items 11 and 11A (adjacent properties) stating the City Engineering Department is interested in acquiring the properties to extend the Clear Creek sewer line which also includes an extension to the greenway system. Attorney Fritschner stated the Holbert property is 22 acres, largely lies within the flood plain, and has no buildings on it. Attorney

Fritschner stated the negotiated price is \$70,000. Attorney Fritschner stated the Kelly-Orr property is smaller but has a building on it so the price per acre is more but said he feels it is fair at \$30,000 negotiated.

There were no comments by Council.

Council Member Jerry Smith moved Council resolve to approve the resolution authorizing the City Manager to purchase the Holbert property for \$70,000 as recommended by the City Engineer. A unanimous vote of the Council followed. Motion carried.

RESOLUTION # 20-0547

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE CERTAIN REAL PROPERTY IN HENDERSON COUNTY

WHEREAS the City Council finds it in the best interest of the City of Hendersonville to extend and improve certain sewer lines, and

WHEREAS the Council further desires to purchase certain real property designated as PIN 9569-89-2575 for the purpose of extending and improving sewer service, and for extending the City's greenway system,

WHEREAS the city staff has provisionally agreed with the owner of the said real property that \$70,000.00 is a fair price for purchase of the said property, and

NOW, THEREFORE, BE IT RESOLVED that the city manager be and he is hereby authorized and directed to execute an option contract with the owner of the said tracts for the sum of \$70,000.00, and with such additional terms as the city manager in consultation with the city attorney finds just and reasonable.

Adopted this fourth day of June 2020.

Barbara Volk

Mayor, City of Hendersonville

ATTEST:

Angela L. Reece, City Clerk

A. Consideration of the Purchase of Kelly-Orr Property

There were no comments by Council.

Council Member Jerry Smith moved Council resolve to approve the resolution authorizing the City Manager to purchase the Kelly-Orr property for \$30,000 as recommended by the City Engineer. A unanimous vote of the Council followed. Motion carried.

RESOLUTION # 20-0548

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE CERTAIN REAL PROPERTY IN HENDERSON COUNTY

WHEREAS the City Council finds it in the best interest of the City of Hendersonville to extend and improve certain sewer lines, and

WHEREAS the Council further desires to purchase certain real property designated as PIN 9569-99-1449 for the purpose of extending and improving sewer service, and for extending the City's greenway system,

WHEREAS the city staff has provisionally agreed with the owner of the said real property that \$30,000.00 is a fair price for purchase of the said property, and

NOW, THEREFORE, BE IT RESOLVED that the city manager be and he is hereby authorized and directed to execute an option contract with the owner of the said tracts for the sum of \$30,000.00, and with such additional terms as the city manager in consultation with the city attorney finds just and reasonable.

Adopted this fourth day of June 2020.

Barbara Volk

Mayor, City of Hendersonville

ATTEST:

Angela L. Reece, City Clerk

12. Consideration of the Purchase of the Jackson Property

City Manager John Connet addressed Council stating the City has an option to purchase property from Frank B. Jackson for the construction of a parking deck at the corner of 5th Avenue and Church Street. Manager Connet stated staff is requesting approval to purchase the Jackson Property on or before July 4, 2020 for a total cost of \$1,150,000. Manager Connet stated an additional parcel will be presented to Council for purchase around December 1, 2020 as long as the project continues moving forward.

There were no comments by Council.

Council Member Jeff Miller moved Council resolve to approve the resolution authorizing the City Manager to purchase the Kelly-Orr property for \$1,150,000. A unanimous vote of the Council followed. Motion carried.

RESOLUTION # 20-0549

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE CERTAIN REAL PROPERTY IN HENDERSON COUNTY

WHEREAS the City Council is considering purchasing certain real property between Wall and Church Streets on the South Side of Fifth Avenue, PINs 9568-78-5480 and 9568-78-5391, for the construction of a parking garage, and

WHEREAS the city manager has provisionally agreed with the owner of the said real property that \$1,150,000.00 is a fair price for purchase of the said property, and

WHEREAS the City Council finds \$1,150,000.00 to be a fair and equitable price for the real property,

NOW, THEREFORE, BE IT RESOLVED that the city manager be and he is hereby authorized and directed to execute an option contract with the owner of the said tracts for the sum of \$1,150,000.00, including sums already paid on option contracts, and with such additional terms as the city manager in consultation with the city attorney finds just and reasonable.

Adopted this fourth day of June 2020.

Barbara Volk

Mayor, City of Hendersonville

ATTEST:

Angela L. Reece, City Clerk

13. Consideration of a Request of the Chamber of Commerce

Henderson County Chamber of Commerce President Bob Williford addressed City Council presenting the Shop & Dine campaign. Mr. Williford stated the goal is to encourage everyone to shop and dine locally to support local businesses and economy. Mr. Williford stated the Chamber is also putting an extra emphasis on safely reopening Hendersonville businesses to encourage more consumer confidence. Mr. Williford stated the Chamber is requesting \$5,000 to aid in supporting the campaign and said Henderson County and Laurel Park have approved similar funding requests. The entire campaign is estimated to cost about \$25,000 and other donors have been approached.

Council Member Jerry Smith clarified this campaign is for all the businesses in Henderson County.

Council Member Lindsey Simpson moved Council resolve to allocate \$5,000 to the Henderson County Chamber of Commerce's Shop and Dine advertising campaign. A unanimous vote of the Council followed. Motion carried.

14. Consideration of Adoption of a Bond Order Authorizing the Issuance of a Short-Term Interim Financing Contract with Home Trust Bank for the new Police Headquarters

Budget Analyst Adam Murr addressed City Council recalling prior direction to staff at the May 7, 2020 regular meeting to work with financial advisors, bond counsel, trustee and rate consultants to seek Local Government Commission (LGC) approval for Interim Financing on a new Police Department Headquarters. Mr. Murr stated the bond amount is recommended with a not to exceed amount of \$11,500,000. He stated the Bond Order will authorize the approval, execution, and delivery of various documents in connections with the issuance. Mr. Murr stated the Interim Financing is expected to be discharged upon completion of the construction of the Police Department Headquarters Project and said upon construction completion, the City will enter into an installment financing contract with the United States Department of Agriculture (USDA) for long-term financing.

There were no comments by Council.

Council Member Jennifer Hensley moved Council resolve to adopt the Bond Order authorizing the issuance of a short-term Interim Financing Contract with Home

RESOLUTION 20-0550 OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA APPROVING 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 validly existing under 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 contracts to finance the purchase or improvement 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 or improved to secure repayment of the purchase price;

WHEREAS, the City Council of the City (the "City Council") has determined that it is in the best interest of the City to (1) enter into an installment financing contract (the "Contract") with HomeTrust Bank (the "Lender") in order to obtain funds to pay the capital costs of a new police headquarters (the "Project") and (2) in order to provide security for the City's obligations under the Contract, grant to the Lender a security interest under a deed of trust, security agreement and fixture filing (the "Deed of Trust") in the City's fee simple interest in the sites where the Project is or will be located, together with all improvements and fixtures located thereon, as the Lender may require;

WHEREAS, the City Council conducted a public hearing with respect to the Project on May 7, 2020, to receive public comments on the Projects, the Contract and the Deed of Trust and accepted written comments from the public for a period of up to at least 24 hours after the public hearing;

WHEREAS, the City has filed an application with the Local Government Commission of North Carolina (the "LGC") for approval of the LGC with respect to the City entering into the Contract in an aggregate principal amount not to exceed \$11,500,000;

WHEREAS, the City expects to discharge the Contract upon completion of the construction of the Project, at which time the City will enter into an installment financing with the United States Department of Agriculture, Rural Development for long-term financing of the Project;

WHEREAS, there has been made available to the City Council the form of the Contract and the Deed of Trust which the City proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing at an interest rate specified in the Contract and in the bid summary provided to the City Council; and

WHEREAS, it appears that the Contract and the Deed of Trust (collectively, the "Instruments") are in appropriate form and are the appropriate instruments for the purposes intended;

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

Section 1. ***Authorization to Negotiate, Execute and Deliver the Instruments.*** The City hereby approves the financing of the Project in accordance with the terms of the Instruments which will be valid, legal and binding obligations of the City in accordance with their terms. The City hereby approves the amount advanced by the Lender to the City pursuant to the Contract in an aggregate principal amount not to exceed \$11,500,000 at an interest rate of 1.79% per annum, such amount to be repaid by the City to the Lender as provided in the Instruments. The Instruments are in all respects

Trust Bank not to exceed \$11,500,000 at an annual interest rate of 1.79%. A unanimous vote of the Council followed. Motion carried.

authorized and approved, and the City Manager, the Assistant City Manager, the Finance Officer, the City Attorney and the City Clerk, including anyone serving as such in an acting or interim capacity, or their respective designees (the "Authorized Officers"), are authorized, empowered and directed to execute and deliver the Instruments for and on behalf of the City, including necessary counterparts, in substantially the form as set forth above. The execution and delivery of the Instruments by the Authorized Officers constitutes conclusive evidence of the City's approval of any and all such deviations in such Instruments from the form and content of the Instruments made available to the City Council. From and after the execution and delivery of the Instruments, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Instruments as executed.

Section 2. City Representative. The Authorized Officers are hereby designated as the City's Representatives to act on behalf of the City in connection with the transactions contemplated by the Instruments and are authorized to proceed with the Projects and to seek opinions as a matter of law from the City Attorney, which the City Attorney is authorized to furnish on behalf of the City, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The Authorized Officers are each hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by the Instruments or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution and to take all other actions that they deem necessary to administer the Instruments and the Projects in a manner consistent with the intent of this Resolution and the Instruments. Any and all acts of the Authorized Officers may be done individually or collectively.

Section 3. Severability. If any section, phrase or provision of this Resolution is for any reason declared invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

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

Section 5. Effective Date. This Resolution is effective on the date of its adoption

PASSED, ADOPTED AND APPROVED this 4th day of June, 2020.

Council Member Jennifer Hensley moved Council further resolve to authorize the City Manager, or designee, to execute the contract and associated transactions with the Contract. A unanimous vote of the Council followed. Motion carried.

City Manager John Connet stated staff will issue a notice to proceed on the project.

15. Reports/Comments by Mayor and City Council Members

A. Scheduling of Special Meeting to Adopt the Annual Budget Ordinance and a Closed Session for Personnel Matters

A special meeting of the City Council was scheduled for Wednesday June 24, 2020 at 4:00 p.m. in the Assembly Room of the Operations Center located at 305 Williams St. Hendersonville NC. The purpose of the meeting is to adopt the FY20-21 Annual Operating Budget and to enter into Closed Session as permitted in NCGS § 143-318.11(a)(6).

Council Member Jeff Miller asked everyone to keep in mind the anniversary of D-Day which is on June 6th.

Council Member Jerry Smith praised Communications Manager Allison Nock and staff for compiling an educational video on how to use Zoom. Mayor Volk agreed.

16. Staff Reports

Economic Development Director Lew Holloway reported on the Open Streets initiative to the City Council. Director Holloway stated staff conducted a survey of visitors and categorized the majority of feedback as visitors desiring to see additional use of the street itself. Director Holloway stated staff received 40 responses from downtown merchants and said the feedback varied but said the overall responses indicated the event was successful. Director Holloway stated 35% of respondents reported a 10-50% increase over average sales in the last two weekends and 18% of respondents reported over 50% increase over average sales in the last two weekends. Director Holloway stated 15% of respondents reported the same and 34% of respondents reported worse outcomes. When respondents were asked about having a repeat

event on various intervals, 76% indicated they would like to see it again, 25% indicated preference for monthly intervals, 23% indicated preference for bimonthly intervals, and 18% indicated they did not wish to see it again. Director Holloway stated this equates to 1 in 4 respondents indicating interest in a monthly event or other interval. Director Holloway stated the overall responses indicated interests in expanded dining options as well as interests in music and activities to generate an enhanced festival feel. Responses indicated police presence was welcomed and appreciated at future events. Director Holloway stated 71% of respondents were retail merchants and 18% were restaurants. Council Member Jennifer Hensley stated she had the opportunity to participate in the event and said the vast majority of retailers she spoke with gave positive feedback on the event. Mayor Volk inquired regarding ABC laws and on premises dining and Director Holloway stated the North Carolina ABC Commission has extended authority to local elected leaders to expand alcohol sales for outdoor dining during the phased reopening. Council Member Jennifer Hensley reminded everyone that HB536 also expands outdoor dining and said the bill is circulating through the legislature at this time. Council Member Jerry Smith inquired of any potential issues associated with having the event every weekend and Director Holloway stated staff is currently assessing the viability of this as well as repeating the event on the first weekend of the month. Director Holloway stated he feels staff can achieve a great deal of buy in from downtown merchants on a bimonthly basis which will vastly improve the experience customers are looking for in the downtown district. Director Holloway recommended continuing the event on a monthly basis beginning the weekend of July 4th. Council Members Hensley, Smith and Simpson expressed preference for holding the event on a bimonthly basis (first and third weekends). Mayor Volk inquired regarding staff resources necessary to hold this event bimonthly and Director Holloway stated the possibility of expanded on-street activities was achievable due to the cancellation of other events such as Rhythm & Blues and said staff feels like this is a role they are excited to play and to participate in. Mayor Volk indicated preference for monthly but stated she would feel comfortable with bimonthly through July. City Manager John Connet stated there is some cost and overtime associated with the Police Department if the event continues bi-monthly. Council Member Simpson stated she would prefer having the event on June 22nd to work out any additional details before the July 4th weekend and potential Phase III reopening of the State. Manager Connet clarified direction from Council to begin holding the Open Streets Events bimonthly beginning on June 20, 2020 through the first weekend in August with further discussion at the July 22, 2020 workshop meeting.

17. Appointments to Board/Commissions

City Manager John Connet presented applicants for consideration of advisory board and commission appointments.

ABC Board: Sherry Metzger resigned a term ending June 2020. ABC Board Chairman Charles Byrd recommend appointment of William Calhoun who has applied.

Council Member Jennifer Hensley nominated William Calhoun to three-year term expiring on June 30, 2023. A unanimous vote of the Council followed. Motion carried.

Board of Adjustment: The terms of Bob Ward, Kathy Watkins, and Chris Freeman will expire on June 30, 2020.

Council Member Jeff Miller nominated Bob Ward, Kathy Watkins, and Chris Freeman each to three-year terms expiring on June 30, 2023. A unanimous vote of the Council followed. Motion carried.

Downtown Advisory Committee: The terms of Carole Sitzer, Caroline Gunther, and Matt Johns expire on June 30, 2020. Michele Sparks has served three terms and is ineligible for reappointment at this time.

Council Member Jennifer Hensley nominated Carole Sitzer, Caroline Gunther, and Matt Johns each to three-year terms expiring on June 30, 2023. A unanimous vote of the Council followed. Motion carried.

Environmental Sustainability Board: The terms of Geri Conley, Kim Bailey, Roger Bass and Reid Barwick expire on June 30, 2020.

Council Member Jennifer Hensley nominated Geri Conley, Kim Bailey, Roger Bass and Reid Barwick each to two-year terms expiring on June 30, 2022. A unanimous vote of the Council followed. Motion carried.

Vacancies:

Tourism Development Authority: The term of Sharon Carlyle expires on June 30, 2020. Sharon Carlyle has served one term and is ineligible for reappointment at this time. No applications have been received.

Animal Services Advisory Committee: There is one vacancy for a veterinarian position.

Environmental Sustainability Board: There is one vacancy for a City representative.

Walk of Fame Steering Committee: There is one vacancy for a City representative.

18. New Business

There was no new business.

19. Closed Session as Provided under NCGS §143-318.11(a)(5) and (6) and (9)

Assistant City Manager Brian Pahle announced staff will end the Zoom meeting feed at this time and will resume after the closed session.

Council Member Jeff Miller moved Council enter Closed Session at 7:37 p.m. as provided under NCGS §143-318.11(a)(5) and (6) and (9). A unanimous vote of the Council followed. Motion carried.

Council Member Jeff Miller moved Council return to Open Session at 9:07 p.m. A unanimous vote of the Council followed. Motion carried.

There was no further business.

20. Adjourn

The meeting adjourned at 9:07 p.m. upon unanimous assent of the Council.

Barbara G. Volk, Mayor

ATTEST:

Angela L. Reece, City Clerk

DRAFT



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/15/2020

Presenter: John Connet

Date of Council Meeting to consider this item: 7/2/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 5B

Staff has recently gotten updated guidance from the UNC School of Government regarding our Downtown Tax Incentive Grant program. UNC SOG Attorney Tyler Mulligan believes that such programs are unconstitutional and should be abolished. There is some disagreement with Mr. Mulligan's position from local government staff around the state. However, City staff feels that it is in the best interest of the City of Hendersonville to repeal our current MSD Tax Incentive Grant Program. We are currently researching other ways to encourage property owners to reinvest in our downtown area.

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

Suggested Motion:

I move the the City Council hereby resolve to repeal the MSD Tax Incentive Grant Program.

Attachments:

Coates' Canons Blog: Legal and Business Reasons Why Downtown Development Programs Should Involve Secured Loans—Not Grants

By Tyler Mulligan

Article: <https://canons.sog.unc.edu/9935-2/>

This entry was posted on September 19, 2017 and is filed under Community Development & Redevelopment, Development Finance, Disposal Of Property / Surplus Property, Downtown Revitalization, Downtown Revitalization, Economic Development, Grants

Dr. Blaine Beeper is a retired hospital administrator who was recently elected to council in the Town of Bushwood. Dr. Beeper thinks he has figured out how to jumpstart revitalization of Bushwood's historic downtown. He proposes for the Town to offer annual cash grants to any owner who redevelops a commercial property within the downtown. Dr. Beeper reasons that redeveloped properties will carry a higher tax assessed value, and the additional tax revenue can be "granted back" to the owners in the form of cash grants for five years, calculated as some percentage of the additional property taxes received by the Town. When Dr. Beeper floats this idea, he runs into resistance from the Town Attorney and the Economic Development Director, each for different reasons. The Town Attorney raises serious concerns about the legality of such a program, while the Economic Development Director says it doesn't make good business sense and a loan program would better address owners' financing needs. This post explains the legal and business reasons why Dr. Beeper's proposed grant program should be scrapped in favor of a loan program.

The Legal Reasons

When state constitutions across the nation were written, they included "gift clauses" to ensure that state and local governments did not make gifts to private entities (see this law review article). In North Carolina, a local government isn't even allowed to make a donation to a charitable nonprofit entity. See my faculty colleague Frayda Bluestein's blog post on the topic here. A local government can enter into a contract and pay a reasonable price for a valuable public service (such as a contract to manage a homeless shelter), but the government cannot make a donation.

Dr. Beeper, however, believes his proposed grant program for private owners is legally authorized because he thinks certain statutes allow it. For example, the Town long ago established a municipal service district (MSD) for downtown revitalization, and the statutory powers granted to the Town within that MSD include "promoting business investment in the downtown area." In addition, he points to the economic development statute, G.S. 158-7.1, which seems to offer boundless authority to local governments to encourage development.

The Town Attorney explains to Dr. Beeper that those statutes are limited by the state constitution. For example, the economic development statute has existed in essentially the same form since 1925, but for decades after it was enacted, it was unconstitutional to offer economic development grants. The constitution always constrained the statute's scope. Then, in the 1996 case *Maready v. City of Winston-Salem*, the North Carolina Supreme Court decided for the first time that incentive grants were allowable—but only in very limited circumstances in order to compete with "neighboring states." The court reasoned that incentive grants serve a constitutional public purpose (and therefore are not unconstitutional gifts) so long as they are "necessary" to obtain significant jobs and tax base that "might otherwise be lost to other states." (For more details, see a law review article on the topic, with the major points summarized in this blog post: *When May NC Local Governments Pay an Economic Development Incentive?*)

In addition, multiple development statutes express the rule that local governments must receive “fair market value” when conveying property, reflecting the same prohibition on making gifts to developers. For example, the economic development statute mandates that the price received for property “may not be less than” the fair market value (G.S. 158-7.1(d)). In blighted redevelopment areas, competitive bidding processes must be used, and even conveyances to charitable nonprofit entities “shall not be less than the fair market value” (G.S. 160A-514). For conveyance of property for redevelopment, the price received for negotiated sale “shall not be less than the appraised value.” (G.S. 160A-457) The mere authorization to convey property by private negotiated sale does not mean that the price can be reduced below fair market value. See blog posts about conveyances for economic development, historic rehabilitation, downtown development projects, and affordable housing.

Dr. Beeper protests, saying he’s pretty sure that the City of Nearby has enacted a program similar to the one he is proposing. The Town Attorney is aware of the program in Nearby City and says he believes that Nearby’s program violates the state constitution. The Town Attorney recalls that Nearby implemented its program before a recent set of NC Court of Appeals cases clarified the state’s incentives law. Initially, some local governments interpreted the case law broadly and enacted their downtown development programs based on that understanding. In subsequent cases (e.g., *Blinson, Haugh*), courts have maintained that incentive grants will be upheld so long as they are “parallel” to the incentives approved in the *Maready* case. Downtown redevelopment projects—which typically cannot promise new high-paying jobs, fail to diversify the economy, and aren’t competitive with “other states”—don’t even come close.

In light of the statutes and constitutional law, the Town Attorney suggests that Dr. Beeper explore alternatives that don’t involve gifts to private entities. Creativity is permitted so long as the local government does not attempt to give a gift to a private developer. Some creative and legally permissible approaches include the following:

1. Construct publicly-owned infrastructure to support private development
2. Enter into a public-private partnership (P3) with the developer
3. For historic buildings, pay the owner a fair price for a preservation easement on the building façade.
4. Designate an historic structure as an historic landmark.
5. Offer loans with appropriate market rate terms (no gifts)

Examples include lighting, public parking, and street improvement. Parking spaces can be leased to private businesses, subject to

A P3 involves the developer constructing public infrastructure and buying it for a reasonable price (see blog posts about public-private partnerships here and here and reimbursement agreements here)

The local government can pay to acquire an historic preservation easement on the building façade, enabling the Town to repair the historic façade if the owner fails to do so. G.S. 160A-400.8(3) Designated landmarks receive favorable tax treatment as described here

Loans offered by a local government should be secured and carry an appropriate risk-adjusted rate of interest.

None of the alternatives above (also discussed here and here) involves an unconstitutional gift to the owner. The Town Attorney recommends that Dr. Beeper talk with the Economic Development Director about her ideas on the last item in the list: a loan program.

The Business Reasons

The Economic Development Director is a sophisticated real estate development professional. She wants to implement a loan program because she knows it will be more helpful to a downtown redevelopment project than Dr. Beeper’s proposed grant program, and a loan program better preserves the Town’s resources—which means more projects can be assisted over time. She outlines her downtown redevelopment loan program and the rationale for Dr. Beeper:

1. The Town should offer a “mezzanine loan” program for redevelopment of downtown buildings.

Redeveloping buildings is expensive, and developers typically obtain a commercial bank loan for each project. Private bank financing should continue to be the primary source of financing in her view, but the Town could offer a loan that supplements, rather than replaces, the bank loan. Thus, the Town loan would be the second or “mezzanine” loan. The main advantage of requiring a developer to secure a bank loan first is that the Town will know that a bank has underwritten the redevelopment project. It should give the Town some comfort to know that a business-minded lender is paying attention to the project.

2. The interest rate on the Town’s loan should be several points higher than the interest rate of the primary bank loan on the project. In current conditions, this would put the Town’s rate in the range of 8% to 10%, depending on the risk of the loan. The riskier and more unconventional the loan, the higher the interest rate.

The bank will require the Town’s loan to be subordinated to the bank’s loan. That is, the bank will hold a lien on the property in *first position*, meaning the bank is first in line at foreclosure should the borrower fail to pay. The Town’s loan will be subordinate—in *second position*—so the Town will be second in line, making the Town’s loan a bit riskier. Market pricing for loans is based on risk. Since the Town’s loan is riskier than the bank loan, it should carry a higher interest rate than the bank loan.

Offering a low-interest loan (lower even than the bank loan rate) would be counter-productive and inconsistent with sound development finance principles. To illustrate the point, say that a borrower eventually earns enough income to pay off some principal on its loans. A rational borrower would choose to pay off the highest interest loan first. If the Town’s loan carries a lower interest rate than the bank loan, then a rational borrower would pay off the bank loan first. The Town, however, actually wants to have the opposite effect: that is, for the borrower to maximize the (private) bank loan and take no more (public) Town loan than is absolutely required to make the redevelopment project feasible.

3. Even with a higher interest rate, a mezzanine loan program is still potentially more helpful to a redevelopment project than Dr. Beeper’s original grant proposal, for several reasons.

Redevelopment projects need financing up front to cover the costs of development. When a developer says a project has a financing “gap,” it means the project needs up front financing to make the project work. Dr. Beeper’s annual grants would be paid only after the redevelopment was complete, so the grants do not address the “gap.” Furthermore, because Dr. Beeper’s proposed grants would be paid after the project is complete, the grants cannot be “necessary” to make the project feasible (a legally significant point). A mezzanine loan does not suffer from the same deficiencies in part due to its risk-adjusted rate of interest. When a developer takes out a mezzanine loan, the developer accepts added cost and complexity, so the Town can be fairly certain that the loan is necessary to the success of the project. The interest rate also ensures that the developer will maximize the bank loan and borrow no more from the Town than the project requires.

A mezzanine loan—even at 10% interest—is less expensive than equity provided by investors, who often expect high rates of return (sometimes well above 10%). A mezzanine loan provides up front capital to a project in the 8% to 10% interest range. While this rate is more expensive than a conventional bank loan, it is still cheaper than capital provided by an equity investor, who may demand a 12% to 15% return or more, depending on project risk. The Town improves the feasibility of the redevelopment project by replacing high cost equity with a mezzanine loan.

When a mezzanine loan replaces high-cost equity, this creates “leverage” that increases returns for the equity investor. When a mezzanine loan replaces high cost equity, this means that less up-front cash is required from an investor. Because the investor provides less cash up front, the project’s overall returns are larger in comparison to the investor’s (now smaller) cash investment. This effect is called “leverage.”

4. A mezzanine loan is intended to be paid back, generating revenue for the local government over time that can be put toward other projects.

Mezzanine loans are secured loans that, with proper underwriting, are expected to be paid back with interest. This generates revenue for the local government above and beyond property tax revenue—revenue that can be revolved back into other projects. However, it must be acknowledged that mezzanine loans involve risk of loss because they are secured by a lien in “second position” behind the bank loan. That is, in the event of default by a borrower, the bank loan takes precedence. Although a mezzanine loan involves risk of loss, it still compares favorably with Dr. Beeper’s annual grant

program, which fails to generate any income and results in lower net revenue for the Town.

5. A mezzanine loan program is flexible and the loan structure can be modified to avoid causing cash flow problems for a redevelopment project with thin margins.

What if a project's operating income is not sufficient to make the loan payments on a mezzanine loan (because the project is already burdened by the debt service for the primary bank loan)? Mezzanine loans are flexible financial instruments that can be structured to meet the needs of the project.

For example, a mezzanine loan could be amortized over a long period of time, such as 30 years, to make payments manageable. Or a loan could be structured as interest only with a balloon payment upon sale or refinancing. For the most difficult projects, a government could even consider deferring all principal and interest payments until sale or refinancing. If deferral of that sort fails to make a project work, then the viability of the project should be seriously questioned.

When structuring a mezzanine loan, it is important to evaluate the effect of different terms on investor returns. In addition, the relative riskiness of the loan should be reflected in the interest rate charged to the borrower. To see an example of different loan structures and their comparative effect on investor returns (e.g., equity multiple), see a mezzanine loan pro forma illustration from an actual revitalization project in North Carolina here.* (Readers are also challenged to calculate the effect of Dr. Beeper's proposed grant program on developer returns and see for themselves why his grants are less effective.)

Finally, if a developer insists that a project cannot accommodate even the most flexible mezzanine loan, that doesn't mean the Town must make a grant or gift to the developer. The Town could consider making an equity investment (through a limited liability vehicle) that results in ownership on the same terms as any other owner or investor. (The Town Attorney can confirm that local governments possess statutory authority to acquire interests in real property and to hold and lease that property for economic development, provided statutory procedures are followed.)

For an example of a North Carolina municipality that built public-owned infrastructure and offered a loan (not a grant) to assist a developer, see this post: [Multiplex in Morganton: The Mimosa Theatre](#).

The mezzanine loans described in this post can help a redevelopment project earn higher returns while potentially preserving a local government's resources—without running afoul of the North Carolina Constitution. This and other related topics are covered in greater detail in a course for public officials held at the School of Government called the [Development Finance Toolbox](#).

Sources

Economic Development Incentives Must Be "Necessary": A Framework for Evaluating the Constitutionality of Public Aid for Private Development Projects, 11 Harvard Law & Policy Review S13 (2017), available at <http://harvardlpr.com/wp-content/uploads/2013/11/Mulligan-HLPR-Essay-2017.pdf>.

Economic Development Incentives and North Carolina Local Governments: A Framework for Analysis, 91 North Carolina Law Review 2021 (2013), available at <http://scholarship.law.unc.edu/nclr/vol91/iss6/5/>.

* Sarah Odio and Andrew Trump, Project Managers with the School's Development Finance Initiative, created the mezzanine loan pro forma illustration.

Links

- harvardlpr.com/wp-content/uploads/sites/20/2013/11/Mulligan-HLPR-Essay-2017.pdf
- ced.sog.unc.edu/a-guide-to-business-improvement-districts-in-north-carolina/
- www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/ByChapter/Chapter_158.html
- harvardlpr.com/wp-content/uploads/2013/11/Mulligan-HLPR-Essay-2017.pdf
- scholarship.law.unc.edu/nclr/vol91/iss6/5/
- ced.sog.unc.edu/when-may-nc-local-governments-pay-an-economic-development-incentive/



-
- ced.sog.unc.edu/using-a-redevelopment-area-to-attract-private-investment/
 - ced.sog.unc.edu/conveyance-of-local-government-property-to-nonprofit-edc-for-industrial-park/
 - ced.sog.unc.edu/sale-of-historic-structures-by-nc-local-governments-for-redevelopment/
 - ced.sog.unc.edu/conveyance-of-property-in-a-public-private-partnership-for-a-downtown-development-project/
 - ced.sog.unc.edu/conveyance-of-local-government-property-for-affordable-housing/
 - www.nps.gov/tps/tax-incentives/taxdocs/easements-historic-properties.pdf
 - www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_160A/GS_160A-400.8.html
 - ced.sog.unc.edu/designating-local-historic-landmarks-in-north-carolina/
 - ced.sog.unc.edu/local-government-assistance-for-a-real-estate-development-project-without-making-a-grant/
 - ced.sog.unc.edu/cash-grants-for-real-estate-developers-and-companies-without-competition-for-jobs-a-constitutional-quandary/
 - ced.sog.unc.edu/wp-content/uploads/2017/09/Mezz-Loan-Comparisons.pdf
 - ced.sog.unc.edu/multiplex-in-morganton-the-mimosa-theatre/
 - www.sog.unc.edu/courses/development-finance-toolbox
 - www.sog.unc.edu/resources/microsites/development-finance-initiative

Main Street Municipal Service District Tax Incentive Program

Purpose

The Main Street Municipal Service District Incentive Program is intended to encourage the rehabilitation of buildings and/or promote infill growth with new development in the Main Street Municipal Service District. Anticipated benefits of the program include:

- Reduction in blighted buildings;
- Increases in property value of redeveloped properties;
- Support of locally owned businesses;
- Growth of a strong commercial district.

Qualifications for Tax Incentive Program

To qualify for the Main Street Municipal Service District Tax Incentive Program, a property owner or developer within the municipal tax district is expected to:

1. Submit a letter of interest with proposed development plans to the Hendersonville City Manager for review by the Downtown Hendersonville/Main Street Advisory Committee and the City of Hendersonville Development Assistance Department.
2. The letter should include a statement from the developer stating the project would not have been considered had it not been for the Tax Incentive Program.
3. The developer must meet all other state and local development requirements.
4. Obtain the tax value of site or building as determined by the Henderson County Tax Assessor before renovation/construction begins. (tax value at time of application)
5. Obtain the tax value of site or building as determined by the Henderson County Tax Assessor after the renovations /construction is completed.
6. Developer pays full amount of newly appraised tax value on property annually.
7. City of Hendersonville “grants back” the amount of Hendersonville property and Municipal Service District tax paid by the property owner, minus the original tax value payment before the renovation/construction began.

8. This process will be followed for a grant period of five years or until the property is sold, whichever occurs first.
9. On the 6th and subsequent years, the developer will pay the full amount of the newly appraised tax value of the property without grant.

Example:

Empty 1 acre of land or vacant building - \$50,000 tax value

.47 = \$235.00 Annual City of Hendersonville Tax

.28 = \$140.00 Annual Municipal Service District Tax

\$375.00

Total Annual Tax (Before Development)

Completed development - \$1,000,000 Construction / Development - \$750,000 tax value

.47 = \$3,525.00 Annual City of Hendersonville Tax

.28 = \$2,100.00 Annual Municipal Service District Tax

\$5,625.00

Total Annual Tax (After Development)

Grant Proposal

Under the above example, owner pays \$5,625 annually in City and MSD Taxes. Owner is then granted back annually \$5,250 (\$5,625 - \$375) for 5 years = \$26,250 Total Grant.

Please submit all inquiries regarding the Tax Incentive Program to:

Hendersonville City Manager
 145 Fifth Avenue East
 Hendersonville, NC 28792
 (828) 233-3201



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 6-15-2020

Presenter: Susan G. Frady

Date of Council Meeting to consider this item: 7-2-2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 5C

File # P20-25-ANX

The City of Hendersonville has received a petition from Jeff Justus for contiguous annexation of PIN 9578-51-0342 located at 1601 Old Spartanburg Road that is approximately 4.17 acres. Please refer to the attached maps for additional information.

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

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

Suggested Motion:

I move Council to accept the City Clerk's Certificate of Sufficiency for the petition submitted by Jeff Justus and set August 6, 2020 as the date for public hearing.

Attachments:

Map
Survey
Legal Description
Clerks Certificate of Sufficiency

1601 Old Spartanburg Road P20-25-ANX

Contiguous Annexation

Development Assistance Department

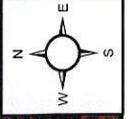


City of Hendersonville
June 2020

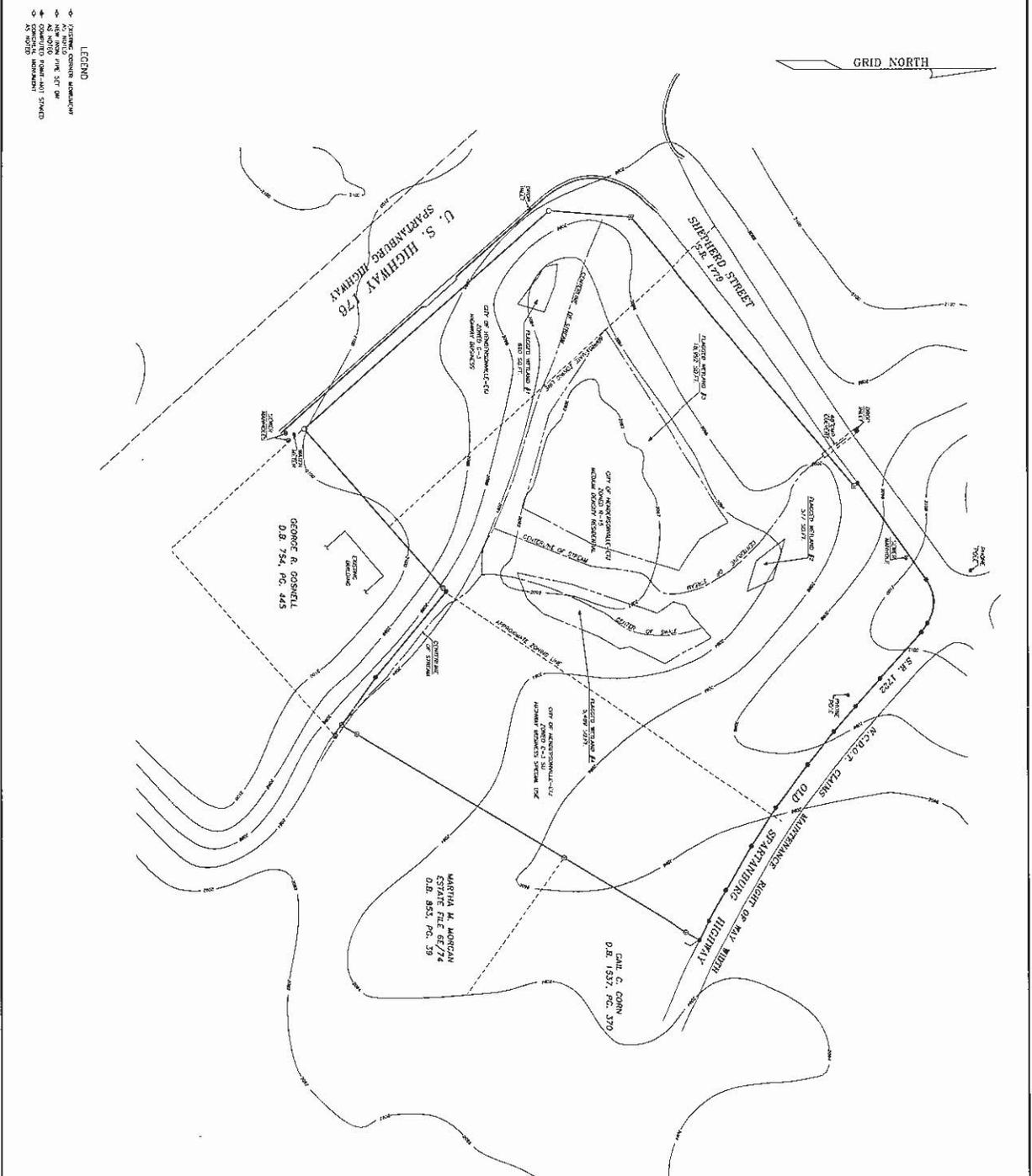
Pin 9578510342
Approximately 4.17 Acres

Subject Property

Hendersonville City Limits



GRID NORTH



- LEGEND**
- PERMANENT CORNER MARKER
 - IRON PIPE
 - IRON PIPE SET BY
 - CONCRETE PIPER-LINE STAKE
 - CONCRETE MARKER
 - IRON PIPE

PLAT OF SURVEY FOR
JEFF JUSTUS
 BEING THE PROPERTY DESCRIBED IN
 D.B. 1282, PG. 67
 CITY OF HENDERSONVILLE (ET AL)
 HENDERSONVILLE TOWNSHIP
 HENDERSON COUNTY
 NORTH CAROLINA
 JANUARY 2nd, 2020

NOTES:

1. THIS PLAT IS A REVISION OF PLAT 1282, PG. 67.
2. THE CORNER OWNERS OF RECORD ARE TRICKA WELBROUCK, FRANK W. HUBERT, AND JAMES HENRY GORON, AS PER D.B. 1282, PG. 67.
3. ALL OF THE CORNER OWNERS OF RECORD ARE DECEASED.
4. THIS SUBJECT PROPERTY CORNER LIES WITHIN THE CITY OF HENDERSONVILLE ET AL ZONING AREA WITH PARCELS 1282-0-1, 1282-0-2, AND 1282-0-3.

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<p>PROCESSED: D.B. 1282, PG. 67</p> <p>DATE OF REFERENCE: SECTION FILE: 12-0254 DATE FILE: 19-0254 REVISIONS:</p>	<p>VICINITY MAP (NYS)</p>	<p>SURVEY BY: STACY KENT RHODES NC PLS 2955</p> <p>REGISTERED: M. C. RHOADES, N.C. 1000 W. 10th St. Hendersonville, North Carolina 28752 Tel: (703) 434-1800</p>
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Bradley/Gordon /Justus Description

BEGINNING at a new iron stake in the northern boundary of the right-of-way of U.S. Highway 176 (Spartanburg Highway) with said new iron stake being the southernmost corner of that property described in deed found in Deed Book 1263 at Page 67 in the office of the Registry for Henderson County, North Carolina, and said new iron stake is also the westernmost corner of the Gosnell tract found in Deed Book 754 at Page 445 of the records of the Henderson County Registry and moving thence from said beginning point along and with the approximate northern boundary of Highway 176, North 41 deg. 31 min. 13 sec. West 277.27 feet to a new iron stake near the intersection of Highway 176 with Shepherd Street (S.R. 1779); thence with the southern boundary of Shepherd Street, North 04 deg. deg. 12 min. 29 sec. East 70.32 feet to an existing right-of-way corner monument; thence along and with the approximate southern boundary of the right-of-way of Shepherd Street, North 49 deg. 28 min. 17 sec. East 298.48 feet to an existing right-of-way monument; thence 18 courses as follows:

North 36 deg. 26 min. 34 sec. West 3.91 feet; North 54 deg. 03 min. 42 sec. East 100.27 feet; thence on an arc to the right in a northeasterly direction with the arc having a radius of 32.00 feet, an arc length of 39.15 feet , chord bearing and distance are North 88 deg. 55 min. 51 sec. East

36.75 feet; thence South 56 deg. 01 min. 10 sec. East 8.98 feet; South 47 deg. 32 min. 50 sec. East

52.49 feet; South 47 deg. 59 min. 59 sec. East 31.64 feet; South 48 deg. 39 min. 22 sec. East

28.15 feet; South 50 deg. 48 min. 40 sec. East 35.95 feet; South 52 deg. 48 min. 24 sec. East

45.25 feet; South 56 deg. 49 min. 07 sec. East 38.84 feet; South 59 deg. 10 min. 51 sec. East

43.08 feet; South 60 deg. 48 min. 07 sec. East 29.70 feet; South 61 deg. 49 min. 50 sec. East

18.24 feet; thence North 59 deg. 47 min. 59 sec. West 10.87 feet; North 53 deg. 58 min. 02 sec. West 49.64 feet; North 50 deg. 23 min. 49 sec. West 93.94 feet; thence South 48 deg. 28 min. 47 sec. West 3.88 feet and South 48 deg. 28 min. 47 sec. West 178.26 feet to the point and place of BEGINNING, and containing 4.366 acres more or less according to a survey for Jeff Justus by Stacy Kent Rhodes dated January 2, 2020 and being Job Number 19-095.

This conveyance is made and accepted subject to the rights-of-way of U. S. Highway 176 Shepherd Street and Old Spartanburg Highway as they extend to their full legal widths.

For legal reference see deed found in Deed Book 1263 at Page 67 of the Henderson County registry.

This conveyance is further subject to such other easements, restrictions, and rights-of-way of record, if any.

CERTIFICATE OF SUFFICENCY

**Re: Petition for Contiguous Annexation
1601 Old Spartanburg Road
File No. P20- 25-ANX**

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

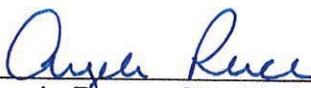
I, Angela Reece, City Clerk, begin first duly sworn, hereby certify an investigation has been completed of the above referenced petition for the contiguous annexation of 4.17 acres identified as tax parcel 9578-51-0342.

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 Jeff Justus is valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 4 day of June, 2020.



Angela Reece, City Clerk





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Buchanan

Department: Finance

Date Submitted: 06/15/2020

Presenter:

Date of Council Meeting to consider this item: 07/02/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 5D

In March, Council approved the suspension of disconnection of utility services and late fees for delinquent utility accounts in response to the COVID 19 pandemic. The Governor issued EO 124 in April providing similar protection for utility customers, but also mandated that payment plans be provided for customers to repay the balances accrued during the period covered by the emergency order. Staff is requesting that Council approve the attached COVID 19 Temporary Payment Plan Policy. The policy provided by staff exceeds the requirements of the Governor's order. Below is a summary of the policy.

- Customers (residential and commercial) with a delinquent balance as of 60 days after expiration of Emergency Order(EO) will be given up to 12 months to repay any outstanding balance, including balances due prior to the COVID emergency.
- Customer will have until 60 days after the expiration of the EO to set up a payment plan. Any accounts not on a payment plan after 60 days of expiration of the EO will be subject to late fees and disconnection of service.
- Payment plans will remain in effect as long as customers stay current with their repayment and current monthly bills.
- Customers that miss a payment will be given until the next billing cycle due date to pay their past due amount and the current bill to avoid disconnection, but they will be subject to late fees.
- Customer Service will be sending letters and a Payment Plan Application to everyone with a delinquent balance after approval of Council. Customers will also be able to complete a Payment Plan Application online or in person at the Customer Service window at City Hall. Throughout August customer service staff will call to remind everyone that has not applied for a payment plan to do so.

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 approve the COVID 19 Temporary Payment Plan Policy for delinquent utility accounts.

Attachments:

COVID 19 Temporary Payment Plan Agreement

COVID 19 Temporary Payment Plan Agreement

Account # _____ Customer Name: _____

Delinquent/Service Address _____

Current/Billing Address _____

Home Phone _____ Cell Phone _____ Work Phone _____

SS# _____ Date of Birth _____ Driver's License # _____

The disclosure of a social security number is not mandatory. The social security number is collected from any person who is a debtor for purposes of Setoff Debt Collection, G.S. 105A-3(c). The information may be used for collection purposes.

For value received, the undersigned City of Hendersonville ("City") and Customer hereby acknowledge and agree that:

1. The Customer presently owes City the sum of \$_____, said sum being presently due and payable.
2. In consideration of City allowing additional time to pay the amounts presently due and payable as outlined in paragraph 1 and of continued providing of water and sewer service, the Customer agrees to pay their installment payment with the regular monthly bill on or before the due date every month as follows:

\$_____ will be paid by the due date on the monthly utility bill for 12 months.
3. In addition, the customer agrees to pay their current utility bill in full by the due date of every month.
4. In the event the Customer fails to make any one payment by the due date on the agreed extended terms, City shall have full rights without notice to discontinue services and to proceed with collection of the entire outstanding balance due to the City at that time.
5. This agreement shall be binding upon and inure to the benefit of both parties, their successors, and personal representatives.

Customer's Signature Date

Customer's Signature (Spouse/Partner) Date

City of Hendersonville, By:

_____, Revenue Supervisor
Name/Title Date



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/15/2020

Presenter: John Connet

Date of Council Meeting to consider this item: 7/2/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 5E

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. Development Assistance Director Susan Frady 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. Susan has agreed to purchase the phone for that amount. Therefore, I recommend selling the Samsung Galaxy S9 to Susan Frady for the amount of \$110.00.

Budget Impact: \$ 110.00 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 approve the sale of the Samsung Galaxy S9 to Susan Frady for \$110.00.

Attachments:

Ebay Pricing Sheet



Samsung S9 Coral Blue (64gb), Cracked Screen Glass



Samsung · 64 GB storage

Selling a Samsung S9 in Coral Blue, 64GB + 64GB Storage Card. The glass on the screen broke in a few places after it fell on the ground. The phone works normally and the screen ...

[See more details at eBay »](#)

\$110.00 used
+\$7.70 tax and \$20.00 shipping
eBay

[Visit site](#)



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/22/2020

Presenter: John Connet

Date of Council Meeting to consider this item: 7/2/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 5F

Prior to submitting a Community Development Block Grant Application the City must adopt the following compliance documents:

1. Citizen Participation Plan
2. Residential Anti-Displacement and Relocation Plan

Staff recommends the approval of both plans.

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 Citizen Participation Plan and Residential Anti-Displacement and Relocation Plan.

Attachments:

Draft Citizen Participation Plan
Draft Residential Anti-Displacement and Relocation Plan

CITIZEN PARTICIPATION PLAN

This plan describes how the City of Hendersonville will involve citizens in the planning, implementation and assessment of the Community Development Block Grant (CDBG) program. The funds must be used for projects which benefit low and moderate-income persons and aids in the elimination and prevention of slums and blight. The program is intended to assist governments in understanding neighborhood improvement programs. The regulations give ultimate responsibility for the design and implementation of the program to local elected officials and require that citizens be given an opportunity to serve in a key advisory role to these elected officials.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the CDBG program, including program implementation, assessment of performance and design of changes in the Citizen Participation Plan. There will be three (3) general mechanisms for their involvement:

1. To serve as an advisory committee to the project;
2. To attend or hold public hearings or community meetings; and
3. To provide individual citizen efforts in the form of comments, complaints or inquiries submitted directly to the Program Administrators or designated Town official.

PROGRAM IMPLEMENTATION

Citizen participation in program implementation will occur primarily through consultation with the City of Hendersonville. The City will be asked to review and comment on specific guidelines for approved projects. They will also meet to review any program amendments, budget revisions and program modifications. All such changes will be discussed with the City and their comments considered prior to taking action. If program amendments require approval from the North Carolina Department of Commerce, a public hearing shall be held specifically on the amendment. Citizens may also be involved in implementation of projects specifically requiring citizen participation, such as self-help projects. Their roles will be defined as the project develops. Technical assistance will be available as needed.

PROGRAM ASSESSMENT

Program assessment activities by citizens will occur in a variety of ways. A performance hearing will be held thirty to sixty (30 to 60) days prior to the start of planning for the next program year. The Program Amendment will be asked to provide citizen commentary for the Grantee Performance Report.

As a part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of program performance through the program year. Comments should be submitted in writing to City Manager, John Connet. He will respond in writing within ten (10) days. If the response is unsatisfactory, the complainant should write directly to Mayor, Barbara Volk. She shall respond within ten (10) days.

If the citizen is still dissatisfied, he/she should write to the NC Department of Commerce, Rural Economic Development Division/State CDBG Program, 4346 Mail Service Center, Raleigh, NC 27699-4346, Attention: Citizen Participation Matter. Program staff will also be available during normal business hours to respond to any citizen inquiries or complaints at 919-814-4663

The Citizen Participation Plan will be subject to annual review and proposed revision, to occur in the period between the performance hearing and the public hearing on the subsequent year's application.

TECHNICAL ASSISTANCE

Technical Assistance will be provided to citizen organizations and groups of low/moderate income persons or target area residents upon request to The City of Hendersonville. Such assistance will support citizen efforts to develop proposals, define policy and organize for the implementation of the program. It is expected that such assistance will be provided directly to the City in response to their

request. Assistance could be provided in the form of local presentations, informational handouts, research of a specific issue or other short-term efforts.

PUBLIC INFORMATION

The City of Hendersonville will also undertake public information efforts to promote citizen participation. These efforts will include the following:

1. Public Notice of all Public Hearings will be published in the non-legal section of the local newspaper at least ten (10) days before the scheduled hearing. These notices will indicate the date, time, location and topics to be considered. These notices will also be made available in the form of press releases, as a public service announcement to local radio stations and will be provided to churches within the target area of distribution.
2. Orientation Information will be provided at the first public hearing. The Program Administrator(s) will make a presentation which covers: (a) the total amount of CDBG funds available and the competitive basis for award; (b) the range of eligible activities; (c) the planning process and the schedule of meetings and hearings; (d) the role of citizens in the program and (e) a summary of other program requirements, such as the environmental policies, fair housing provisions and contracting procedures.
3. A Public File containing program documentation will be available for review at the City of Hendersonville Office during normal business hours. Included will be copies of the Application, Environmental Review Record, the Citizen Participation Plan and the Annual Performance Report. Other program documents are also available for citizen review on request at the City of Hendersonville office consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality.
4. Public Hearings an interpreter will be provided for all non-English speaking individuals and/or deaf individuals.
5. If virtual hearings are used, real-time responses and accommodation for persons with disabilities and/or with limited English proficiency will be made available to the greatest extent possible. Also, the virtual hearing method will only be used in lieu of an in-person hearing if national or local health authorities recommend social distancing and limit public gatherings for public health reasons.

ADOPTED, this the _____ day of _____, 20____.

Barbara Volk, Mayor of Hendersonville

John Connet, City Manager of Hendersonville

City of Hendersonville, NC
Residential Anti-Displacement and Relocation Assistance Plan
Under Section 104(d) of The Housing and Community
Development Act of 1974, As Amended

WHEREAS, the City of Hendersonville anticipates award of 2020 Neighborhood Revitalization Program Funds; and

WHEREAS, the City of Hendersonville is required to adopt a Residential Anti-Displacement and Relocation Assistance Plan; and

WHEREAS, the purpose of this plan is to minimize residential displacement and to provide relocation assistance to displaced residents in a timely manner; and

NOW, THEREFORE, BE IT RESOLVED that the following constitutes the Residential Anti-Displacement and Relocation Assistance Plan for the City of Hendersonville:

The City of Hendersonville will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606 (b) (1).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, The City of Hendersonville will make public the following information in writing:

- 1) A description of the proposed assisted activity;
- 2) The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate income dwelling units as a direct result of the assisted activity;
- 3) A time schedule for the commencement and completion of the demolition or conversion;
- 4) The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
- 5) The source of funding and a time schedule for the provision of replacement dwelling units; and
- 6) The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling for at least 10 years of initial occupancy.

The City of Hendersonville will provide relocation assistance, as described in 570.606 (b) (2), to each low/moderate income household displaced by demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

Adopted this 2nd day of July 2020.

Barbara Volk, Mayor

Attest:

Angela Reece, City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan Frady

Department: Development Asst Dept

Date Submitted: 6-19-2020

Presenter: Susan Frady

Date of Council Meeting to consider this item: 7-02-2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 5G i.

Music on Main

Henderson County Tourism Development Authority (HCTDA) will be hosting it's annual Music On Main concerts on Friday evenings from mid-July through mid-September. With social distancing guidelines in place due to COVID-19 the HCTDA is expanding the seating area for the audience out to Main Street between Allen Street and Barnwell Street. HCTDA is hosting Music On Main in conjunction with the Carolina Mountain Car Club and Schroader's Honda events. Main Street will be closed from Caswell Street to East Allen Street. The first event will be held in July if we are in Phase 3, if not the event will be canceled.

The Special Event Committee unanimously recommended approval of this event.

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 approve the special event permit for the Music On Main Special Event.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 6-19-2020

Presenter: Susan G. Frady, Development Asst Director

Date of Council Meeting to consider this item: 7-2-2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 5G

Asheville Triathlon

This event will be held on Sunday, July 19, 2020 from 7 A.M. - Noon. The Asheville Triathlon is an annual swim, bike, run event that has taken place for 10 plus years in Asheville. The public pools in Asheville are not opening due to COVID 19. The YMCA has approved the use of the pool for this event and has the date reserved. The greenway will not be closed for the event. The event will comply with all social distancing regulations and COVID-19 requirements.

The Special Events Committee voted unanimously to approve this event.

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

Suggested Motion:

I move City Council resolve to approve the special event permit for the Asheville Triathlon.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/18/2020

Presenter: John Connet

Date of Council Meeting to consider this item: 7/2/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 5H

The Town of Laurel Park is establishing a stormwater management fee and will be billing the fee on utility bills. Some of their residents are on the City's utility system and they have requested that we include their fee on our utility bills. We prepare an interlocal agreement for your consideration. Staff recommends approval of the agreement. The City is proposing to charge Laurel Park \$.50 per bill for this service.

Budget Impact: \$ TBD 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 billing agreement between the City of Hendersonville and Town of Laurel Park.

Attachments:

Proposed agreement

AGREEMENT REGARDING BILLING SERVICES

This AGREEMENT, made this _____ day of _____ 2020 by and between the City of Hendersonville, a North Carolina public body and body politic and corporate created and established under the and the Town of Laurel Park, a body corporate and politic with its principal office and place of business at 441 White Pine Drive, Laurel Park, NC 28739.

WITNESSETH

WHEREAS, the Town of Laurel Park is required by the Federal Clean Water Act and National Pollutant Discharge Elimination System Permit Program to establish a stormwater management program to regulate point sources that may discharge pollutants into the waters of the United States; and

WHEREAS, the Town of Laurel Park is establishing a stormwater management public enterprise in accordance with Article 16, Part 1 of North Carolina General Statute 160A; and

WHEREAS, certain residents of the Town of Laurel Park are customers of the City of Hendersonville Utility System; and

WHEREAS, the Town of Laurel Park wishes to bill and collect rates, fees and charges for their stormwater management program through the utility billing system; and

WHEREAS, the Town of Laurel and City of Hendersonville wish to enter into an interlocal agreement in accordance of Article 20, Part 1 of North Carolina General Statute 160A for the City of Hendersonville to bill and collect stormwater management fees and charges for Laurel Park residents on the City of Hendersonville Utility System.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions and obligations herein undertaken, it is agreed as follows:

1. City will act as the Town of Laurel Park's (Town) agent and bill and collect all rates, fees and charges levied by the Town for stormwater management to those customers in the Town who also receive water from the City Water System (hereinafter "Customers").
2. The Town will provide City with the rates, fees and charges for stormwater management provided to Customers in the Town who also receive water from the City, and a list of such Customers on an annual basis. The Customer list will be updated as new users connect to the City system
3. City will send bills to Customers as shown on the Customer list on a monthly basis and will exercise all reasonable efforts to ensure such bills are paid promptly. The Town and City acknowledge and agree that one bill for water and stormwater management will be sent to Customers. City shall take appropriate action to collect any unpaid fees for service, including but not limited to, the discontinuing of water service to such Customer.
4. The Town will pay City \$0.50 per bill. City will bill the Town, and the Town shall promptly pay such charges. This fee may be adjusted, annually, by mutual agreement of the Town and City based on the prevailing MCI or CPI.
5. Payments received by City from a Customer shall be applied to charges for water and stormwater management. Customer payments will be applied in the same manner the City applies payments for its services. The Town agrees to accept all City policies for adjustments to the customers' bills. Delinquent or late fees collected by the City shall be the property of the City.
6. Payments received by the City for the Customers' stormwater management service shall be deposited in an account designated by the Town on a monthly basis.
7. Except as set forth herein, City shall have no responsibility to collect unpaid charges for Town from any Customer.
8. City's records and accounts relating to the billing and collection of rates, fees and charges for stormwater management services shall be open to inspection by the Town at all reasonable times.
9. The effective date of this agreement is _____. The Town will provide Customer and billing information so that City can begin billing for stormwater management services as of _____.

10. This Agreement may not be amended except by a writing signed by an authorized representative of the Town and the City.

11. This agreement shall remain in effect until terminated by mutual agreement of the Town and City or by operation of law. If either City or the Town desire to terminate this agreement, the party requesting termination shall send the other party a request for termination. Such request shall be in writing and shall be sent via regular US Mail and by electronic mail, no later than six months prior to the requested termination date; addressed as follows:

AS TO CITY:
City Manager
City of Hendersonville
160 Sixth Avenue East
Hendersonville, N.C 28739

AS TO TOWN OF LAUREL PARK
Town Manager
Town of Laurel Park
441 White Pine Drive
Laurel Park, NC 28739

IN WITNESS WHEREOF, the parties hereto acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed in two counterparts, each of which shall constitute an original.

Barbara G. Volk, Mayor, City of Hendersonville

J. Carey O’Cain, Mayor, Town of Laurel Park

ATTEST:

ATTEST:

Angela L. Reece, City Clerk

Tamara Amin, Town Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/18/2020

Presenter: John Connet

Date of Council Meeting to consider this item: 7/2/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 51

The City has received a request from the Hendersonville Bridge Center (Center) to refund their rent for use of the Whitmire Center from March 16 through June 30th due to the fact they cannot use the facility due to COVID-19. The Center currently pays \$2,200 a month for use of the facility. I would recommend that the City refund \$2000.00 of the \$2,200 for the months of April, May and June and \$1,000 for the month of March. I would also recommend that the City charge the Club \$200.00 per month for storage of their equipment until they can use the facility again or another agreement is developed.

Budget Impact: \$ 7000.00 FY 19-20 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Loss of revenue

Suggested Motion:

I move that the City Council resolved to refund the Hendersonville Bridge Center \$7,000 for rent from March to June 2020 and reduce their rent to \$200.00 per month until the facility reopens or another agreement is developed.

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Murr

Department: Admin

Date Submitted: 06/24/2020

Presenter: Adam Murr

Date of Council Meeting to consider this item: 07/02/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 5J

The Department of Public Safety Governor's Crime Commission has awarded the City of Hendersonville a \$34,999 grant for FY20-21. Grant funds will be used to purchase non-lethal detainment equipment and communication devices (listed in detail, below).

1. Police Radios (4)
2. Tasers (4)
 - a. Taser Holsters (4)
 - b. Taser Battery packs (4)
 - c. Taser Cartridges (4)
 - d. Taser 4-year warranty (4)
3. Pepper Ball Delivery System (1)

Staff requests City Council resolve to accept the Governor's Crime Commission Grant offer and approve the associated Grant Project Ordinance (GPO) budget amendment.

Budget Impact: \$ 34,999 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

The amendment will increase grant revenue from the Governor's Crime Commission for the purchase of non-lethal devices and communication equipment.

Suggested Motion:

I move City Council resolve to accept the Governor's Crime Commission Grant offer and approve the associated Grant Project Ordinance and budget amendment.

Attachments:

1. Resolution to Accept the DPS Governor's Crime Commission Grant
2. Certification
3. Supporting Grant Award Letter and Award ID Worksheet
4. Grant Project Ordinance
5. PD Governor's Crime Commission Grant

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL

WHEREAS, the city is in receipt of a grant award from the Department of Public Safety Governor's Crime Commission in the amount of \$34,999.00, and

WHEREAS, the City Manager is the authorizing official for the grant, and

WHEREAS, the grant will assist the city in purchasing a Pepper Ball Non-Lethal Delivery System, four (4) police radios, and four (4) Taser's and holsters, battery packs, cartridges with a 4-year warranty on each Taser for police officers. Having this equipment, police officers will have a less than lethal option to effectively make arrests with limited use of force, building trust within our community in Hendersonville, NC, and

WHEREAS, City of Hendersonville Police Officers will successfully improve the high quality of public service expected, and

WHEREAS, the City of Hendersonville intends to act and perform duties in accordance with the award grant,

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

That the City of Hendersonville does hereby accept the Governor's Crime Commission Grant offer of \$34,999.00.

Adopted this 2nd day of July, 2020 at 305 Williams Street, Hendersonville, NC 28792

Barbara G. Volk, Mayor

Attest:

Angela Reece, City Clerk

Date of Certification: 07-02-2020

To: State Agency Head and Chief Fiscal Officer

Certification

We Certify that the City of Hendersonville does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

Barbara G. Volk, Mayor, and Mike Vesely, Lieutenant, being duly sworn, say that we are the Authorizing Official and Project Director, respectively, of The City of Hendersonville of [Hendersonville] in the state of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed to us. We also acknowledge and understand that any misuse of any State funds will be reported to the appropriate authorities for further action.

Barbara G. Volk, Mayor

Mike Vesely, Lieutenant

Sworn to and subscribed before me on the day of the date of said certification.

Angela Reece

My Commission Expires:

(Seal)

If there are any questions please contact the Governor's Crime Commission's Grants Management Director at (919) 733-4564 or you may contact the North Carolina Office of State Budget and Management at, NCGRants@osbm.nc.gov (919) 796-04685.

G.S. 105-243.1 defines: "Overdue Tax Debt- Any part of a tax debt that remains unpaid 90 days or more after the final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of the final assessment was mailed and has not failed to make any payments due under the installment agreement."



North Carolina Department of Public Safety

Governor's Crime Commission

Roy Cooper, Governor
Erik A. Hooks, Secretary

Robert Evans, Chairman
Caroline C. Valand, Executive Director

May 11, 2020

Mike Vesely
Hendersonville Police Department
160 6th Ave E
Hendersonville, 28792-3775

SUBJECT: Project Name: 2019- Hendersonville Police Department - Safer Schools
Project Number: PROJ013755
Implementing Agency: Hendersonville Police Department

Dear Mike:

Congratulations on receipt of your recent grant award from the Governor's Crime Commission. Attached you will find the Governor's Crime Commission's grant award checklist, your grant award document, and special conditions documents.

Please note that this grant award does not become effective until it has been signed by the **Authorizing Official** and **Project Director** listed above and is returned to the Governor's Crime Commission. The signed grant award should be returned and Special Conditions within thirty days of the date the award is mailed. You will be authorized to make expenditures under the grant and receive reimbursement once we have received the original signed grant award.

Be aware that this grant award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, as well as the resolution of any audit or site-visit findings. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate. To assist you, we have attached is a checklist of what you need to do in order for your Grants Management Specialist to receive your file and open your award.

As always, please contact our office if you have any questions or need additional assistance.
Best wishes to you for successful program outcomes!

Best,

Caroline C. Valand
Executive Director

MAILING ADDRESS:
4234 Mail Service Center
Raleigh, NC 27699-4234

www.ncdps.gov



OFFICE LOCATION:
1201 Front Street
Raleigh, NC 27609
Phone: 919-733-4564
Fax: 919-733-4625

An Equal Opportunity Employer



STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
 GOVERNOR'S CRIME COMMISSION
 1201 Front Street, Suite 200
 Raleigh, NC 27609
 Telephone: (919) 733-4564 Fax: (919) 733-4625
 http://www.ncgccd.org

GRANT AWARD

Applicant: City of Hendersonville
Project Name: 2019- Hendersonville Police Department - Safer Schools
Authorizing Official: John Connet, City Manager
Implementing Agency: Hendersonville Police Department
Address: 160 6th Ave East
 Hendersonville, North Carolina 28792-4328
Project Director: Mike Vesely, Lieutenant
Project Number: PROJ013755
Vendor Number: 566001242
Account Manager: CRM Administrator

Grant Period: 04/01/2020 - 06/30/2021

Budgets

Period	Personnel	Contractual	Travel	Supplies	Equipment	Indirect Costs	Total
Year 1	\$0.00	\$0.00	\$0.00	\$34,998.99	\$0.00	\$0.00	\$34,998.99
Grant Budget Total							\$34,998.99

Source	Federal Grant #	CFDA #	% Funding	Federal Award
2018::Byrne Justice Assistance Grants	2018-DJ-BX-0041	16.738	100%	\$34,998.99

In accordance with the laws and regulations of the United States and the State Of North Carolina, and on the basis of the grantee's application, the Department of Public Safety hereby awards to the foregoing grantee an award in the amount above.

This grant is subject to the conditions listed in the approved grant application as well as all applicable rules, regulations and conditions, as may be described by the Department of Public Safety. Special conditions are attached to this award.

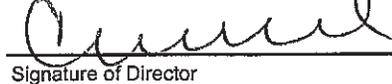
This grant shall become effective, as of the start date of the grant period listed, once this original grant award has been properly executed on behalf of the grantee and returned to the Governor's Crime Commission, attention of the Grants Management Director. The grant award must be returned within 30 days of the date the award is mailed from the Governor's Crime Commission. No alterations of any kind may be made on this grant award.

Authorizing Official

 5-28-20
 Signature of Authorizing Official Date

John Connet, City Manager
 Name and Title of Authorizing Official

Governor's Crime Commission

 5/11/2020
 Signature of Director Date

Caroline C. Valand, Executive Director
 Name and Title of Director

Project Director

 05-26-2020
 Signature of Project Director Date

Mike Vesely, Lieutenant
 Name and Title of Project Director

This award is subject to the attached conditions, which must be signed by both the authorizing official and the project director, and returned along with this Grant Award. No alterations of any kind may be made on this grant award.

Federal Award Identification Worksheet

Federal award Identification : 2018-DJ-BX-0041

Project ID : PROJ013755

Subrecipient : City of Hendersonville

Federal Award Identification # (FAIN) : 2018-DJ-BX-0041

DUNS # : 965841810

Federal award date : Oct 01, 2017 - Sep 30, 2021

Subaward period of performance start and end date : Apr 01, 2020 - Jun 30, 2021

Federal funds obligated in this agreement : \$34,998.99

Federal funds obligated to the subrecipient : \$34,998.99

Total federal award : \$4,922,903.00

Catalog of federal domestic assistance (CFDA) : 16.738

Indirect cost rate for the federal award : We do not receive an indirect cost rate

Indirect cost rate to be used by the subrecipient (either a federally-approved rate, a rate negotiated between the pass-through entity and the subrecipient, or the de minimis indirect cost rate) : Direct/Allocated Costs Only

Identification of whether the award is research and development (R&D) : We do not fund research and development

Pass through entity and awarding official : NC Governor's Crime Commission
Caroline C. Valand
caroline.valand@ncdps.gov

Federal awarding agency : United States Department of Justice - Bureau of Justice Assistance

Federal award description : The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government.

Ordinance #

**GRANT PROJECT ORDINANCE FOR
THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSALLATION OF
THE GOVERNOR’S CRIME COMMISSION GRANT PROJECT**

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

Section 1: The project authorized is a grant project described as the Governor’s Crime Commission Grant Project.

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

Account Number			Account Name	Total Budget
Org	Obj	Proj		
3010000	420050	GC210	Non-Capital Equipment	\$ 34999.00

Total Project Revenue _____
\$34,998.99

Section 3: The following revenues are anticipated to be available via transfers from the General Fund, Drug Enforcement Fund, and grant proceeds:

Account Number			Account Name	Total Budget
Org	Obj	Proj		
3010000	420050	GC210	Grant Revenue	\$ 34999.00

Total Project Appropriation _____
\$34,999.00

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

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

Section 6: The Finance Director is directed to report, on a quarterly basis, on the

financial status of each project element in Section 3 and Section 4.

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

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this second day of July, 2020.

Barbara G. Volk, Mayor

ATTEST:

Angela Reece, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

BUDGET AMENDMENT

301

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
301-0000-420050-GC210-000-00000-00000	Governor Crime Safer Schools Grant Revenue	34,999.00	-
301-1300-534000-GC210-020-00000-00000	Governor Crime Safer Schools Non- Cap Equipment	34,999.00	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
FUND 301	TOTAL REVENUES	34,999.00	-
	TOTAL EXPENDITURES	34,999.00	-

A budget amendment to increase revenue to be awarded by the Governor's Crime Commission for safer schools. The grant award will be used to purchase non-lethal detainment equipment and communication devices in fiscal year 2020-2021.



 City Manager

Date: 6/24/20

DATE: 6/24/2020



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 6/24/20

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 7/2/20

Nature of Item: Council Action

Summary of Information/Request:

Item # 5K

Approval of Hazen and Sawyer Proposal for Prioritizing Laurel Park Water System CIP and Annual On-call Modeling:

The City proposes to retain our hydraulic modeling consultant, Hazen and Sawyer (Hazen), to complete a CIP prioritization of Laurel Park's water distribution system. Laurel Park completed a study several years ago to develop a CIP for their distribution system, but we wish to update it according to the same model and criteria used for our own CIP.

The proposed project will evaluate the Laurel Park water distribution system and develop a prioritized CIP using the same approach that Hazen used to develop and prioritize the City's CIP. Hazen will review Laurel Park's current CIP and perform an independent review of the Laurel Park system. The evaluation will use the future demands from the 2017 master plan. If predicted system performance does not meet the City of Hendersonville's design criteria, new improvements will be tested in subsequent simulations to develop a new CIP that provides satisfactory performance. Improvements will then be prioritized, and planning level costs will be tabulated for review by City staff.

In addition, staff has asked Hazen for an on-call water and sewer modeling proposal to cover needed model upgrades for the next year. The proposals are attached and the work will be done as amendments to our design services agreement with Hazen. We welcome any questions that you may have.

Budget Impact: \$ 80,000.00 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

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

I resolve to approve proposals from Hazen and Sawyer to perform prioritization of Laurel Park's Water System CIP and to carry out on-call water and sewer hydraulic modeling for the City over the coming year, and to authorize the City Manager to execute Amendments for said work; as presented and recommended by staff.

Attachments:

Hazen and Sawyer Proposals for Prioritizing Laurel Park Water System CIP and Annual On-Call Hydraulic Modeling



Hazen and Sawyer
629 Green Valley Road, Suite 200
Greensboro, NC 27408 • 336.292.7490

June 19, 2020

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

Re: Revised Proposal for Prioritizing Laurel Park Water System CIP

Dear Brent:

Hazen and Sawyer is pleased to provide this revised proposal for prioritizing the capital improvement plan (CIP) for Laurel Park’s water distribution system. This project will allow the City of Hendersonville to assess the timing of needed improvements in Laurel Park and estimate associated costs.

Background Information

The Town of Laurel Park recently expressed interest in selling their water system to the City of Hendersonville. Laurel Park completed a study several years ago to develop a CIP for their distribution system, but the city is not sure that this CIP is complete.

Hazen and Sawyer completed a Water System Master Plan for the City of Hendersonville in June 2017. The master plan included allocation of future demands in Laurel Park, a wholesale customer, but did not include developing a CIP for the Laurel Park distribution system. The master plan used a hydraulic model that Hazen created and calibrated as part of a 2014 Water System Hydraulic Modeling Project that mapped available fire flows. This model included the water mains and hydrants in Laurel Park.

Currently the City of Hendersonville is in the process of updating its hydraulic model and re-mapping available fire flows. The update will include adding any new water mains and hydrants that have been installed in Laurel Park since the last fire flow mapping project. A limited number of fire flow tests in Laurel Park will spot-check model calibration. This project is expected to be completed in the third quarter of 2020.

The proposed project will evaluate the Laurel Park water distribution system and develop a prioritized CIP using the same approach that Hazen used to develop and prioritize the city’s CIP. This project will review Laurel Park’s current CIP and perform an independent review of the Laurel Park system. The evaluation will use the future demands from the 2017 master plan. If predicted system performance does not meet the City of Hendersonville’s design criteria, new improvements will be tested in subsequent simulations to develop a new CIP that provides satisfactory performance. Improvements will then be prioritized, and planning level costs will be tabulated for review by City staff.

Scope of Work

1. **Review Laurel Park's water system.** This task will review the ages of the pipes in Laurel Park's existing distribution system. Hazen also will review the storage and pumping capacity of Laurel Park's system considering the projected maximum day demands. The storage evaluation will compare existing tank capacities to future requirements for equalizing diurnal demand, sustaining fire flows and meeting state guidelines for emergency storage. The pump capacity evaluation will compare booster pump station capacity to maximum day demand for each pressures zone.
2. **Evaluate Laurel Park's system to identify improvements that eliminate deficiencies.** Hazen will use Hendersonville's updated hydraulic model to simulate future demand conditions developed for the 2017 master plan. Predicted pressures without improvements will be compared with design criteria agreed upon with the city staff. After identifying deficiencies, the model will test improvements alternatives and identify cost-effective methods of supplying future demands, meeting design criteria and maintaining water quality. Zone boundaries will be adjusted as needed to provide satisfactory pressures. The proposed improvements will take full advantage of the existing system to minimize cost. Preliminary improvement recommendations will be presented to the city staff for review.
3. **Prioritize Laurel Park CIP.** This task will prioritize the required improvements for the Laurel Park system using the same risk-based scoring system Hazen developed to prioritize the City's CIP for its water system. The prioritized CIP will include planning level cost estimates.

Deliverables

Hazen will provide PowerPoint presentations that summarize our review of Laurel Park's water system, the modeling to identify needed improvements, and the scoring system used for prioritization. The prioritized CIP will be tabulated with planning level costs and links to maps in GIS format. A technical memo will be prepared, if requested.

Proposed Fee

We propose billing at the following hourly rates, which will remain in effect through June 30, 2021:

- \$50.00 per hour for Interns
- \$75.00 per hour for Technical Editors
- \$100.00 per hour for Assistant Engineers
- \$125.00 per hour for Principal Engineers
- \$150.00 per hour for Senior Field Coordinators
- \$150.00 per hour for Senior Principal Engineers
- \$175.00 per hour for Associates
- \$200.00 per hour for Senior Associates
- \$250.00 per hour for Vice Presidents

Expenses will be billed at cost, including travel expenses at \$0.575 per mile. The total fee will not exceed FORTY THOUSAND DOLLARS (\$40,000.00) without further authorization.

Schedule

We will begin this project within 30 days of authorization to proceed. We estimate completion by December 31, 2020.

Cooperation by the City

This proposal assumes the City of Hendersonville will provide:

- Drawings, maps and information about the Laurel Park water distribution system
- Unit cost information from recent construction projects

Please call if you have any questions about this proposal.

Sincerely yours,

HAZEN AND SAWYER



Crystal M. Broadbent, PE
Senior Associate



June 17, 2020

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

Re: Proposal for On-call Hydraulic Modeling Projects

Dear Brent:

Hazen and Sawyer is pleased to provide this proposal for on-call hydraulic modeling projects. These projects will assist city staff by providing information about the water distribution system and supporting implementation of the water system master plan.

Background Information

Hazen and Sawyer created and calibrated a new hydraulic model of Hendersonville’s distribution system as part of a Water System Hydraulic Modeling Project that was completed in 2014.

In 2017 Hazen and Sawyer completed a Water System Master Plan project that included updating the model’s demands, performing fire flow tests, calibrating the model and updating fire flow maps.

The proposed project will update the model and provide specific information requested by city staff.

Scope of Work

- 1. Update the existing hydraulic model:** This task will include synchronizing the hydraulic model with the city’s current geographic information system (GIS) by adding to the model any water mains and hydrants that are shown in the current GIS but are not in the existing model. If significant growth has occurred, billing data will be requested to update the demand in the model. Total model demands will be adjusted to match the recent production records. In addition, any new water lines and hydrants in the Laurel Park area will be added to the model.
- 2. Calibrate model to fire flow tests.** This task consists of simulating recent fire flow tests, comparing predicted pressures to measurements and adjusting the model to obtain agreement. If reasonable adjustments cannot resolve discrepancies, Hazen will assist city staff in tracking down the underlying cause.
- 3. Update ISO maps and tables.** This task includes updating fire flow maps in accordance with Insurance Services Office (ISO) requirements.
- 4. Perform other water modeling task as requested.** Hazen and Sawyer will perform water system testing and hydraulic modeling as needed to provide information requested by city staff, up to the billing limits of the project.
- 5. Perform wastewater modeling tasks as requested.** Hazen and Sawyer will perform wastewater collection system modeling as requested by City staff, utilizing the City’s exiting sewer model, up to the billing limits of the project.

Deliverables

Hazen will provide detailed emails or PowerPoint presentations that explain each assignment, list assumptions and summarize testing and modeling results for discussion and review. Technical memos will be prepared, if requested.

Proposed Fee

We propose billing at the following hourly rates, which will remain in effect through June 30, 2021:

- \$50.00 per hour for Interns
- \$75.00 per hour for Technical Editors
- \$100.00 per hour for Assistant Engineers
- \$125.00 per hour for Principal Engineers
- \$150.00 per hour for Senior Field Coordinators
- \$150.00 per hour for Senior Principal Engineers
- \$175.00 per hour for Associates
- \$200.00 per hour for Senior Associates
- \$250.00 per hour for Vice Presidents

Expenses will be billed at cost, including travel expenses at \$0.575 per mile. The total fee will not exceed FORTY THOUSAND DOLLARS (\$40,000.00) without further authorization.

Schedule

We will begin each project within 30 days of authorization to proceed.

Cooperation by the City

This proposal assumes the City of Hendersonville will provide assistance in conducting field tests and provide the required data to complete each modeling task.

Please call if you have any questions about this proposal.

Sincerely yours,

HAZEN AND SAWYER



Crystal M. Broadbent, PE
Senior Associate



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/15/2020

Presenter: Ralph Hammond-Green

Date of Council Meeting to consider this item: 7/2/2020

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 6 i.

Prior to the COVID-19 outbreak, the Historic Preservation Commission submitted a letter to the City Council recommending that the City consider Dark Sky alternatives when considering lighting for the 7th Avenue Streetscape Project. Historic Preservation Commission Member Ralph Hammond-Green will present the HPC's letter to the City Council. I have included staff perspectives on this requests from the HPC. Staff will be prepared to answer questions regarding street-lighting for the project.

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

Suggested Motion:

None

Attachments:

HPC Letter
Information regarding new HPD Headquarters
Staff Perspectives

CITY COUNCIL:
BARBARA G. VOLK
Mayor
JERRY A. SMITH, JR.
Mayor Pro Tem
JEFF MILLER
DR. JENNIFER HENSLEY
LYNDESEY SIMPSON

CITY OF HENDERSONVILLE

The City of Four Seasons

HISTORIC PRESERVATION COMMISSION

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

Hendersonville City Council
160 6th Ave W
Hendersonville, NC 28792

March 13, 2020

RE: Dark skies, 7th Ave streetscape

Dear Madam Mayor and City Council,

The Hendersonville Historic Preservation Commission would like to express their support for considering "Dark Sky" compliance in the City of Hendersonville, particularly in the Seventh Avenue streetscape improvements.

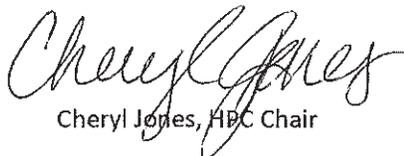
The International Dark-Sky Association's (IDA) mission is to preserve and protect the nighttime environment and our heritage of dark skies through environmentally responsible outdoor lighting. The City of Hendersonville has an opportunity to advance this cause by following some simple guidelines when considering new and replacement outdoor lighting. These include:

- Shielding outdoor lighting so that light emitted is directed only where it is needed (downward).
- Minimizing blue light emissions by utilizing "warm" lighting that is no brighter than necessary
- Installing motion activated lights, where appropriate

Modern, blue-rich LED fixtures can cast unnatural light in unintended directions. This can damage the historic feel of our City and cause unnecessary light pollution. Energy efficient, amber colored LEDs are available that limit pollution and save money. IDA has much more information about dark sky complaint fixtures and practices on their website, www.darksky.org.

Part of Hendersonville's rich history includes the small-town charm of the Seventh Avenue Depot Historic District. The City can help to preserve this character by following lighting practices that recognizes the night-sky as a cultural resource worth saving.

Sincerely, on behalf of the Hendersonville HPC,



Cheryl Jones, HPC Chair

Connet, John

From: rrhgreen@aol.com
Sent: Monday, June 08, 2020 3:16 PM
To: Wooten, Tom
Subject: Re: Street Lights

Be Advised: This email originated from outside of the Hendersonville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you Tom.
I will let you know if I need anything more than what you've provided.
Ralph

-----Original Message-----

From: Wooten, Tom <twooten@hvlnc.gov>
To: rrhgreen@aol.com <rrhgreen@aol.com>
Cc: Heyman, Daniel <dheyman@hvlnc.gov>; Freeman, Chad <cfreeman@hvlnc.gov>; Ledford, Tammy <tledford@hvlnc.gov>; Jackson, Kimberly <kjackson@hvlnc.gov>
Sent: Mon, Jun 8, 2020 8:20 am
Subject: RE: Street Lights

Hi Ralph,

The city does lease most of our streetlights from Duke Energy. The exceptions are Main Street, 7th Avenue, 4th Avenue, and city parking lots where we have our own decorative lights. We also have some neighborhoods who lease decorative lights from DE and the city will reimburse the HOA for those lights (\$9.75 per light per month).

On most city streets we attempt to place a light about every 300 feet or as close to that as we can. In some places, we have more (less distance between the lights) to provide more light. We do have brighter lights in some areas where we need them.

Our street light budget is about \$184,000 per year.

There are standards for parking areas, sidewalks and lots of other things. We are mainly concerned with the lighting within the downtown area so we worked with GE to do some testing on Main Street prior to purchasing our decorative light fixtures but downtown should be above the standard lumens (on Main Street, 4th Avenue and the parking lots that we have renovated). The alleys and other avenues have lights that are leased from Duke, same as the other streets. We frequently work with our Police and residents to provide additional light in the dark areas, if PD feels like it is darker than other areas.

I do not know how many other communities have adopted the light pollution policy. I can tell you that Duke Energy is bringing in a contractor starting this month to begin replacing all of the older Mercury Vapor street lights with new LED light fixtures. The new fixtures are flat and direct the light down toward the road/sidewalks. I expect that the new fixtures will drastically help with the light going toward homes and up into the sky. The work should be completed by the end of this year.

Please let me know if you have any additional questions.

Thanks
Tom

From: rrhgreen@aol.com <rrhgreen@aol.com>

Connet, John

From: Holloway, Lew
Sent: Tuesday, June 09, 2020 6:26 AM
To: Connet, John; Wooten, Tom; Detwiler, Brent; Pahle, Brian
Subject: Re: Dark Skies in 7th Ave, HPC

I imagine we are primarily talking about street lighting here? I think the fixtures that we are planning to move towards are more of what they are looking for. i.e. the streetlights on 7th today don't shield light downward, but the green lights we've been using elsewhere do...I think? I don't know if they get a formal "dark sky" rating, I guess that could be a question for the manufacturer.

I'm not sure about the lighting character, i.e. blue vs. amber, but imagine that is a request we could meet unless there is more to that from someone else's perspective.

Last question about motion activated, I don't think it is a great idea to do that with streetlights, just my two cents.

Lew Holloway
Downtown Economic Development Director
City of Hendersonville NC
125 Fifth Avenue West
Suite 200
(828) 233-3216

Connet, John

From: Pahle, Brian
Sent: Wednesday, June 17, 2020 4:45 PM
To: Connet, John
Subject: FW: Hendersonville PD - Dark Skies in 7th Ave, HPC

Follow Up Flag: Follow up
Flag Status: Flagged

John,

Here is how the police project is in line with dark skies initiatives.

Thanks,
Brian

From: Ashley Love <alove@ADWArchitects.com>
Sent: Wednesday, June 17, 2020 4:40 PM
To: Pahle, Brian <bpahle@hvlnc.gov>
Subject: FW: Hendersonville PD - Dark Skies in 7th Ave, HPC

Be Advised: This email originated from outside of the Hendersonville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Brian,

We ran this through our engineers about HPD and the below emails were sent to Edifice last week.

Ashley Love, AIA, LEED AP BD+C, NCARB
Senior Associate

adwarchitects
environmentsforlife

six coliseum centre
2815 coliseum centre drive, suite 500
charlotte, nc 28217
704 749 5578 direct
704 379 1919 main
704 379 1920 fax
adwarchitects.com

From: John Kappers
Sent: Wednesday, June 10, 2020 9:52 AM
To: Ian Rosen <irosen@edificeinc.com>
Cc: Ashley Love <alove@ADWArchitects.com>
Subject: Hendersonville PD - Dark Skies in 7th Ave, HPC

Ian,

The Electrical Engineer has given a good summary response below. Furthermore, the Civil Engineer has reported the project site is not in the historic district.

Thanks.

John E. Kappers, RA, CSI, CCCA

Director of Construction Contract Administration

Principal



six coliseum centre
2815 coliseum centre drive, suite 500
charlotte, north carolina 28217
704 749 5596 direct
704 906 5342 mobile
704 379 1919 main
704 379 1920 fax
adwarchitects.com



From: Phil Critcher <pcritcher@rnm-engineers.com>

Subject: RE: Dark Skies in 7th Ave, HPC

To the best of my knowledge, the exterior lighting design of the Hendersonville Police Department complies with current Hendersonville City and County lighting ordinances. All wall packs are full cut off (Dark Sky compliant). Other exterior lighting fixtures are under cover, pointing down, flag lighting, or Hendersonville street standard fixtures. Lighting calculations show no light trespass on adjoining property. One of the advantages of LED fixtures is the ability to direct light in specific directions within a specific fixture.

Upon reading the letter, it is my understanding, The Historic Preservation Commission would like, or are requesting, to have Dark Sky initiatives applied to the Seventh Avenue Depot Historic District.

The addressee's, the Mayor and City Council, would be the initial contacts in trying to initiate, update, and implement this request.

I hope this helps.

Phil Critcher
Electrical Designer
RN&M ENGINEERS
94 Main Street, Canton, NC 28716
828-492-0677 ext. 108
pcritcher@rnm-engineers.com



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/18/2020

Presenter: Herbert Blake

Date of Council Meeting to consider this item: 7/2/2020

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 6 iii.

Chief Blake will present information on HPD's use of force policies and how they compare to the #8cantwait strategies. For more information on the #8cantwait strategies please review the following use of force report.

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

Suggested Motion:

NA

Attachments:

Use of Force Report



CAMPAIGN ZERO

SEPTEMBER 20, 2016

POLICE USE OF FORCE POLICY ANALYSIS

Photo by Jeenah Moon | www.jeenahmoon.com

Written by the Campaign Zero Planning Team: DeRay McKesson, Samuel Sinyangwe, Johnetta Elzie and Brittany Packnett.

Recognizing that systemic change can only be achieved through comprehensive action, Campaign Zero proposes ten categories of policy solutions to end police violence in America. Among these, the policies that govern how and when officers are allowed to use force against civilians requires immediate attention and intervention. The police killed [over 600 people](#) in America in the first seven months of 2016, enabled and protected by laws and policies that allow police to use force, both deadly and otherwise, with little to no accountability.

Police violence is distributed disproportionately, with black people being 3x more likely to be killed by police than their white counterparts. This violence, in practice, is justified by legal and administrative policies that govern how and when police can use force against civilians. In theory, police departments establish rules regarding the use of force, which include the expectation and power to discipline officers who fail to uphold the department's standards.

Instead, many police departments fail to establish common sense restrictions on police use of force – including deadly force – that would actually benefit the communities they are supposed to protect and serve. According to our findings, fundamentally changing use of force policies can dramatically reduce the number of people killed by police in America.

The first section of our report details our analysis, conducted in collaboration with legal scholars, lawyers, and activists from around the country. Our findings demonstrate that there are vast differences in the degree to which America's largest city police departments restrict officers from using force against civilians. Furthermore, none of these departments have adopted all of the policies identified in our analysis.

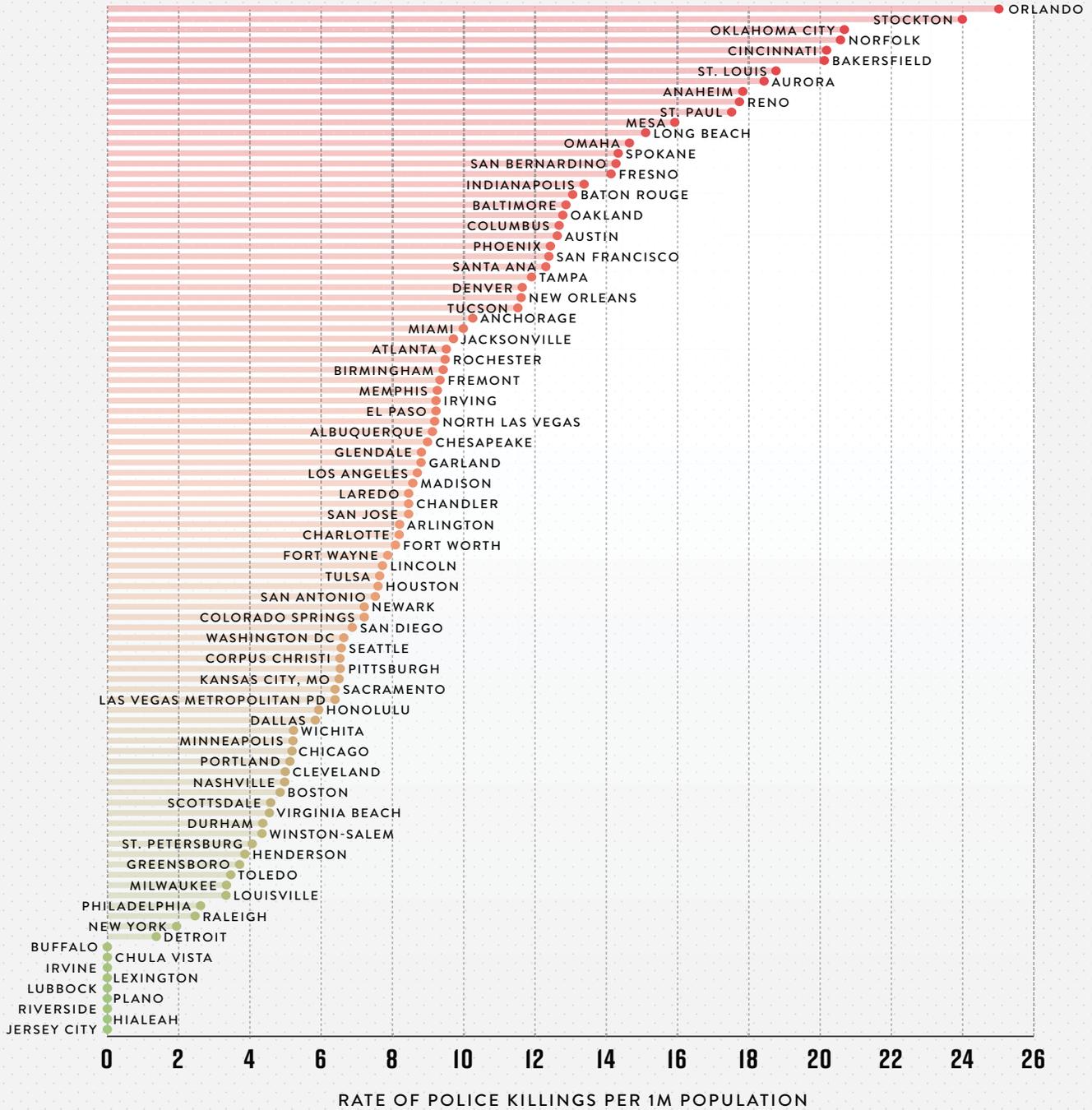
The second part of our report examines the relationship between police department use of force policies and the likelihood that those departments kill civilians. We discovered that police departments that implement more restrictions on police use of force kill significantly fewer civilians.

**“ONLY 9 OF THE 100 LARGEST AMERICAN CITIES’
POLICE DEPARTMENTS DID NOT KILL ANYONE IN
2015 OR 2016.”**

Figure 1.

RATES OF KILLINGS BY AMERICA'S LARGEST POLICE DEPARTMENTS

JAN 1, 2015 - JULY 15, 2016



Source: The Guardian's 'The Counted' Database; US Census 2010 Population Data

This review examines the use of force policies of 91 of America's 100 largest cities' police departments to identify the policies that establish restrictions on how and when police use force against civilians. Working with legal experts, advocates, and academics with an expertise in this area, eight major policies are identified that establish meaningful restrictions on police use of force – especially deadly force – against civilians.



REQUIRE OFFICERS TO DE-ESCALATE SITUATIONS, when possible, before using force.



USE A FORCE CONTINUUM OR MATRIX that define/limit the types of force and/or weapons that can be used to respond to specific types of resistance.



RESTRICT CHOKEHOLDS AND STRANGLEHOLDS (including carotid restraints) to situations where deadly force is authorized or prohibiting them altogether.



REQUIRE OFFICERS TO GIVE A VERBAL WARNING, when possible, before using deadly force.



PROHIBIT OFFICERS FROM SHOOTING AT PEOPLE IN MOVING VEHICLES unless the person poses a deadly threat by means other than the vehicle (for example, shooting at people from the vehicle).



REQUIRE OFFICERS TO EXHAUST ALL OTHER REASONABLE ALTERNATIVES before resorting to using deadly force.



REQUIRE OFFICERS TO INTERVENE to stop another officer from using excessive force.



REQUIRE COMPREHENSIVE REPORTING that includes both uses of force and threats of force (for example, reporting instances where an officer threatens a civilian with a firearm).

“THE AVERAGE POLICE DEPARTMENT REVIEWED HAD ADOPTED ONLY THREE OF THE EIGHT POLICIES IDENTIFIED AS PLACING CLEAR RESTRICTIONS ON POLICE USE OF FORCE. NO POLICE DEPARTMENT HAS IMPLEMENTED ALL EIGHT.”

NEW ORLEANS POLICE USE OF FORCE POLICY REQUIRES OFFICERS TO TRY TO DE-ESCALATE SITUATIONS BEFORE RESORTING TO FORCE

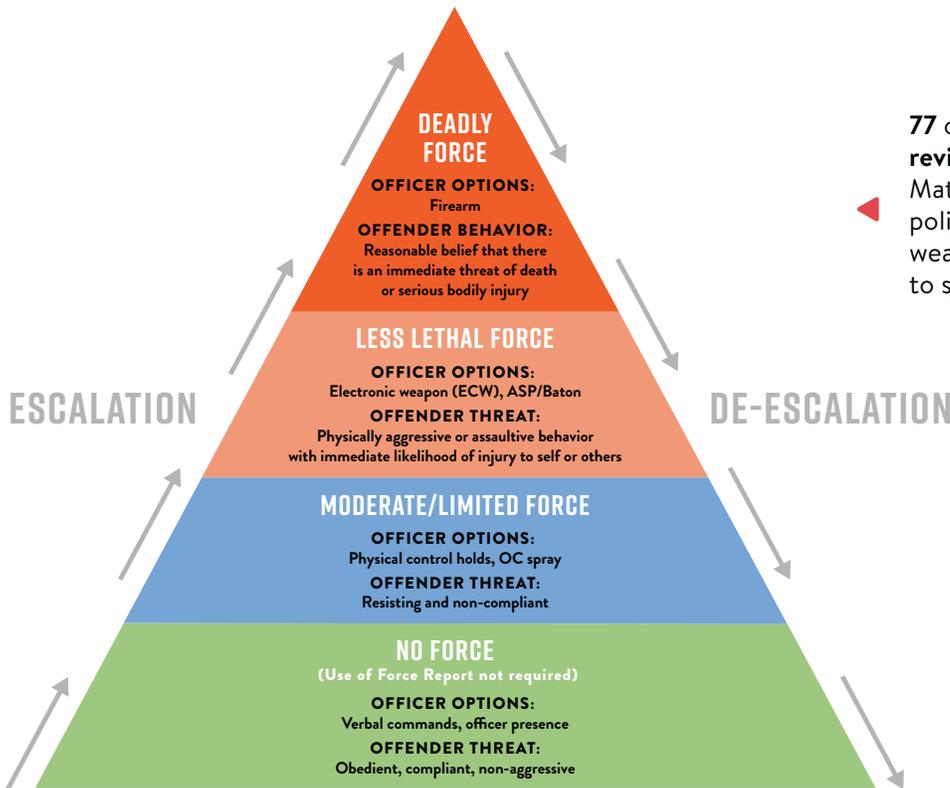
300.1 USE OF FORCE PRINCIPLES

- (a) Officers shall use advisements, warnings, and verbal persuasion, when possible, before resorting to force.
- (b) Force shall be de-escalated immediately as resistance decreases.
- (c) When feasible based on the circumstances, officers will use disengagement; area containment; surveillance; waiting out a subject; summoning reinforcements; and/or calling in specialized units, in order to reduce the need for force and increase officer and civilian safety.
- (d) Officers shall allow individuals time to submit to arrest before force is used wherever possible

Source: New Orleans Police Department Use of Force Policy, Section 300.1

USEOFFORCEPROJECT.ORG

Only 34 of the 91 police departments reviewed require officers to de-escalate situations, when possible, before using force.



77 of the 91 police departments reviewed have a Force Continuum or Matrix included in their use of force policy, defining the types of force/ weapons that can be used to respond to specific types of resistance.

USE THE OPTION THAT REPRESENTS THE MINIMAL
AMOUNT OF FORCE NECESSARY TO REDUCE THE IMMEDIATE THREAT

Source: Philadelphia Police Department Use of Force Policy, Directive 10.1

“ ONLY 34 OF THE 91 POLICE DEPARTMENTS REVIEWED REQUIRE OFFICERS TO DE-ESCALATE SITUATIONS, WHEN POSSIBLE, BEFORE USING FORCE. ”

MIAMI POLICE USE OF FORCE POLICY PROHIBITS OFFICERS FROM USING *CHOKEHOLDS AND STRANGLEHOLDS*

21.4.1.20

Police Officers are prohibited from utilizing the Lateral Vascular Neck Restraint (LVNR), choke hold, neck hold, and/or any other restraint that restricts free movement of the neck or head.

Source: Miami Police Department Use of Force Policy, Section 21.4.1.20

USEOFFORCEPROJECT.ORG

21 of the 91 police departments reviewed explicitly prohibit chokeholds and strangleholds (including carotid restraints) or limit these tactics to situations where deadly force is authorized.

DC POLICE USE OF FORCE POLICY REQUIRES OFFICERS TO *ISSUE A WARNING*, WHEN POSSIBLE, BEFORE USING DEADLY FORCE

IV.C.

When feasible, members shall identify themselves as a police officer and issue a warning before discharging a firearm.

Source: DC Metropolitan Police Department Use of Force Policy, Section IV.C.

USEOFFORCEPROJECT.ORG

56 of the 91 police departments reviewed require officers to give a verbal warning, when possible, before using deadly force.

NEW ORLEANS POLICE USE OF FORCE POLICY RESTRICTS OFFICERS FROM SHOOTING AT OR FROM MOVING VEHICLES

300.5.1 SHOOTING AT OR FROM MOVING VEHICLES

Officers shall not discharge a firearm from a moving vehicle or at a moving vehicle unless the occupants of the vehicle are using deadly force, other than the vehicle itself, against the officer or another person, and such action is necessary for self-defense or to protect the other person; shall not intentionally place themselves in the path of, or reach inside, a moving vehicle; and, where possible, shall attempt to move out of the path of a moving vehicle before discharging their weapon. Officers should not shoot at any part of a vehicle in an attempt to disable the vehicle.

Source: New Orleans Police Department Use of Force Policy, Section IV.C

USEOFFORCEPROJECT.ORG

19 of the 91 police departments reviewed prohibit officers from shooting at people in moving vehicles unless the person poses a deadly threat by means other than the vehicle (for example, shooting at people from the vehicle).

“ONLY 21 OF THE 91 POLICE DEPARTMENTS REVIEWED EXPLICITLY PROHIBIT OFFICERS FROM USING CHOKEHOLDS AND STRANGLEHOLDS AGAINST CIVILIANS.”

NEWARK POLICE USE OF FORCE POLICY REQUIRES OFFICERS *EXHAUST ALL OTHER MEANS* BEFORE USING DEADLY FORCE

II.
Police officers shall use firearms with a high degree of restraint. Officers' use of firearms, therefore, shall never be considered routine and is permissible only in defense of life or to prevent serious bodily injury to the officer or others - and then only after all alternative means have been exhausted.

Source: Newark Police Department Use of Force Policy, Section II

USEOFFORCEPROJECT.ORG

◀ **31** of the **91** police departments reviewed require officers to exhaust all other reasonable alternatives before resorting to using deadly force.

NEW ORLEANS POLICE USE OF FORCE POLICY REQUIRES OFFICERS *TO INTERVENE AND STOP* ANOTHER OFFICER USING EXCESSIVE FORCE

300.3 DUTY TO INTERCEDE AND REPORT

Any officer present and observing another officer using force that is clearly beyond what is objectively reasonable under the circumstances shall, when in a position to do so, intercede to prevent the use of unreasonable force. Any officer who observes another employee use any use of force incident shall promptly report these observations to a supervisor, and officers observing a level 2, 3 or 4 use of force shall write a Force Statement before the end of the shift, which shall be included in the Use of Force Report.

Source: New Orleans Police Department Use of Force Policy, Section 300.3

USEOFFORCEPROJECT.ORG

◀ **30** of the **91** police departments reviewed require officers to intervene to stop another officer from using excessive force.

WICHITA POLICE USE OF FORCE POLICY REQUIRES OFFICERS *TO REPORT WHEN THEY* THREATEN CIVILIANS WITH A WEAPON

4.1.28.B.B

Members will fill out a Response to Resistance Form and the Electronic Use of Force/Restraint Evaluation Form whenever the following situations occur:

1. Displaying a police weapon as a means to gain compliance. This would include aerosol weapon, baton, Taser, handgun, shotgun, or rifle. Each member who engages in the activity will fill out the form;
2. Discharging a police weapon to accomplish a police objective. This would include using an aerosol weapon on an individual, striking a person with a baton, tasing a suspect, or shooting a duty handgun, shotgun, or rifle. Each member who engages in the activity will fill out the form;
3. A member uses physical force. Each member who engages in the activity will fill out the form;

Source: Wichita Police Department Use of Force Policy, Section 4.1.28.B.B

USEOFFORCEPROJECT.ORG

◀ **15** of the **91** police departments reviewed require officers to report all uses of force including threatening another civilian with a firearm.

“30 OF THE 91 POLICE DEPARTMENTS REVIEWED REQUIRE OFFICERS TO INTERVENE TO STOP ANOTHER OFFICER FROM USING EXCESSIVE FORCE.”

* Freedom of Information Act requests were sent to the police departments of America's 100 largest cities (as per US Census population data) requesting all current policies regarding police use of force. Of these, we obtained 94 cities' use of force policies. Birmingham, Chesapeake, Hialeah, Jersey City, Long Beach, and Memphis police departments refused to send their use of force policies as of July 15, 2016. Colorado Springs, El Paso and Sacramento police departments sent heavily redacted policies which were excluded from the analysis.

ANALYSIS

We compared police department use of force policies with police killings data for 91 of the 100 largest police departments to see if there was a relationship between the two. We found that police departments with **policies that place clear restrictions** on when and how officers use of force had **significantly fewer police killings** than those that did not have these restrictions in place. Specifically, there was a **significant and influential relationship** between the **number of restrictive use of force policies** that police departments implemented and the number of people these departments killed. This relationship exists even after taking into account the number of arrests these departments made, reported assaults on officers, the size of the police force, and the income, inequality, and racial demographics of the population.

[\(Read the Full Study\)](#)

“POLICE DEPARTMENTS WITH *POLICIES THAT PLACE CLEAR RESTRICTIONS* ON WHEN AND HOW OFFICERS USE OF FORCE HAD *SIGNIFICANTLY FEWER POLICE KILLINGS* THAN THOSE THAT DID NOT HAVE THESE LIMITS IN PLACE.”

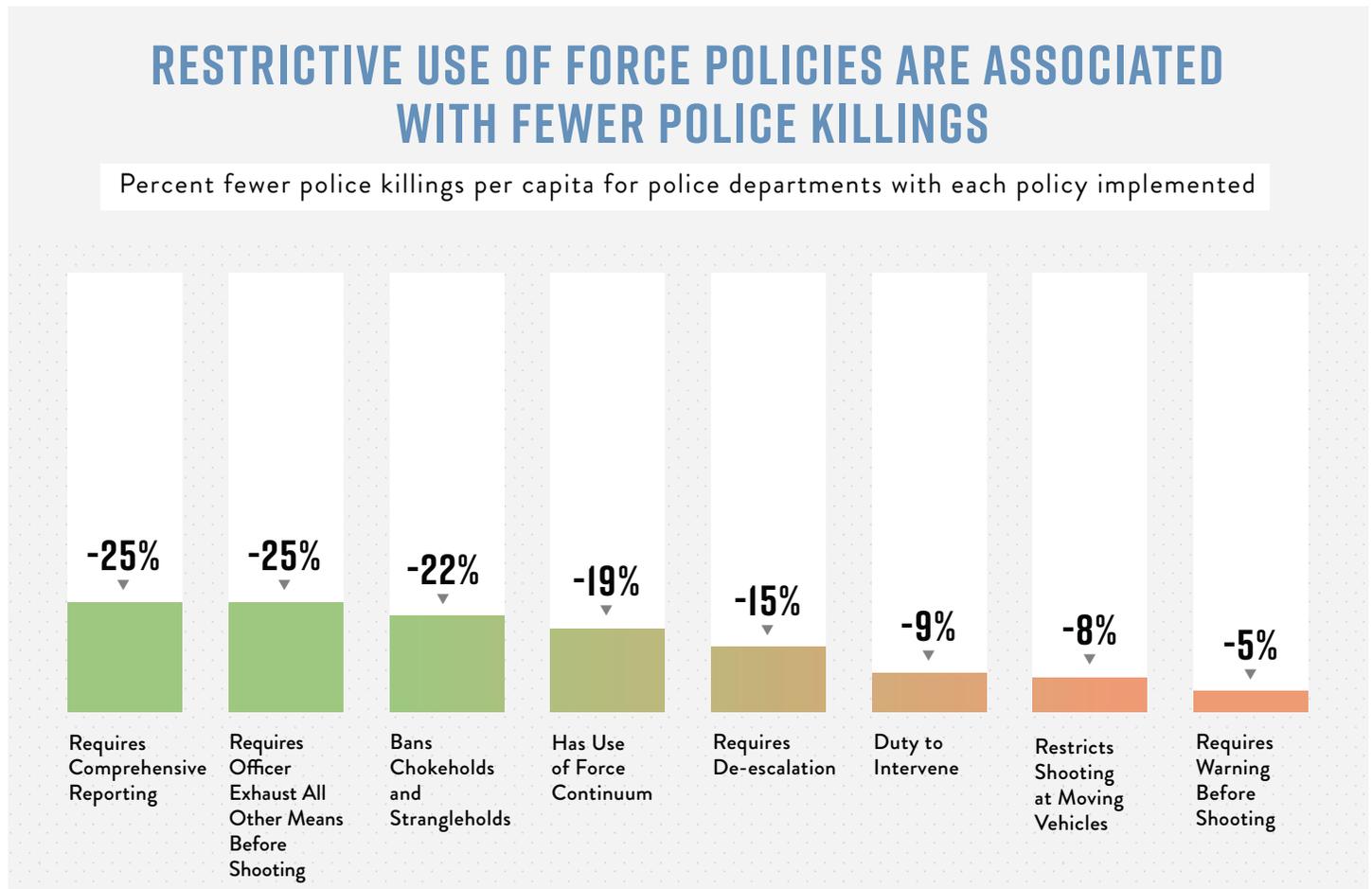
APPROACH

We used police killings data from The Guardian’s [The Counted database](#), from January 1, 2015 - July 15, 2016, to evaluate potential explanations for why some police departments kill at higher rates than others. Specifically, we used a negative binomial regression model to test the extent to which the number of killings by America’s largest city police departments were related to the number of restrictive use of force policies implemented by these departments as well as other factors including the size of the police force, reported assaults on officers, number of arrests made by the department, percent minority residents, median income, and level of income inequality of the jurisdiction. See the full study for more details regarding the data used in this analysis.

FINDINGS

For each of the 8 policies examined, police departments that had implemented the policy were less likely to kill people than police departments that *had not*. The lowest rates of police killings were associated with police departments that implemented **four or more** of these policies. See figure 2.

Figure 2.



“FOR EACH OF THE 8 POLICIES EXAMINED, POLICE DEPARTMENTS THAT *HAD IMPLEMENTED* THE POLICY WERE LESS LIKELY TO KILL PEOPLE THAN POLICE DEPARTMENTS THAT *HAD NOT*.”

Our analysis finds that **each additional use of force policy was associated with a 15% reduction in killings** for the average police department. Since the average police department had already implemented three of these policies, implementing all eight use of force restrictions would be associated with a **54% reduction in killings** for the average police department. Even after taking into account the number of arrests made, assaults on officers, and community demographics, police departments with all eight of these use of force policies implemented would kill **72% fewer people** than departments that have none of these policies in place. See figure 3.

These results indicate that while the chances of killing a civilian increases the more arrests a police department makes, that likelihood is shaped by the department’s policies governing how and when police can use force during those encounters. This suggests that advocacy efforts pushing police department to adopt more restrictive use of force policies - and the accountability structures to enforce them - can produce dramatic reductions in the number of people killed by police. Among the measures identified, policies requiring comprehensive use of force reporting, banning chokeholds and strangleholds, and requiring officers to exhaust all other means before using deadly force produced the largest effects. And while this analysis was limited to examining rates of deadly force, these policies may also be associated with reductions in other forms of police violence as well.

Figure 3.

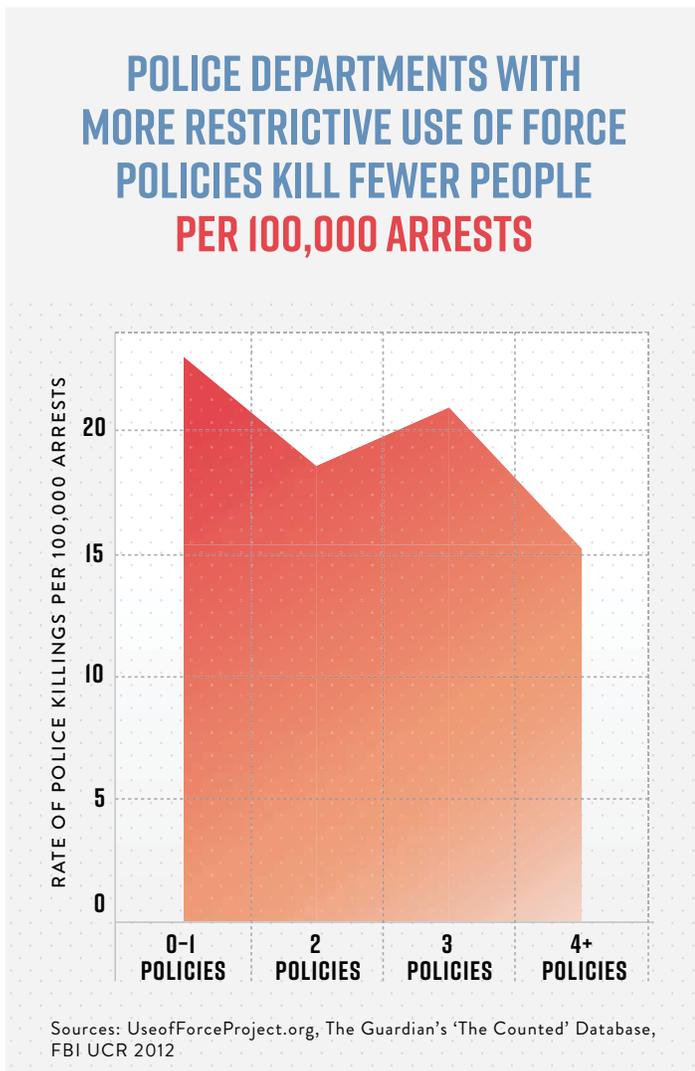
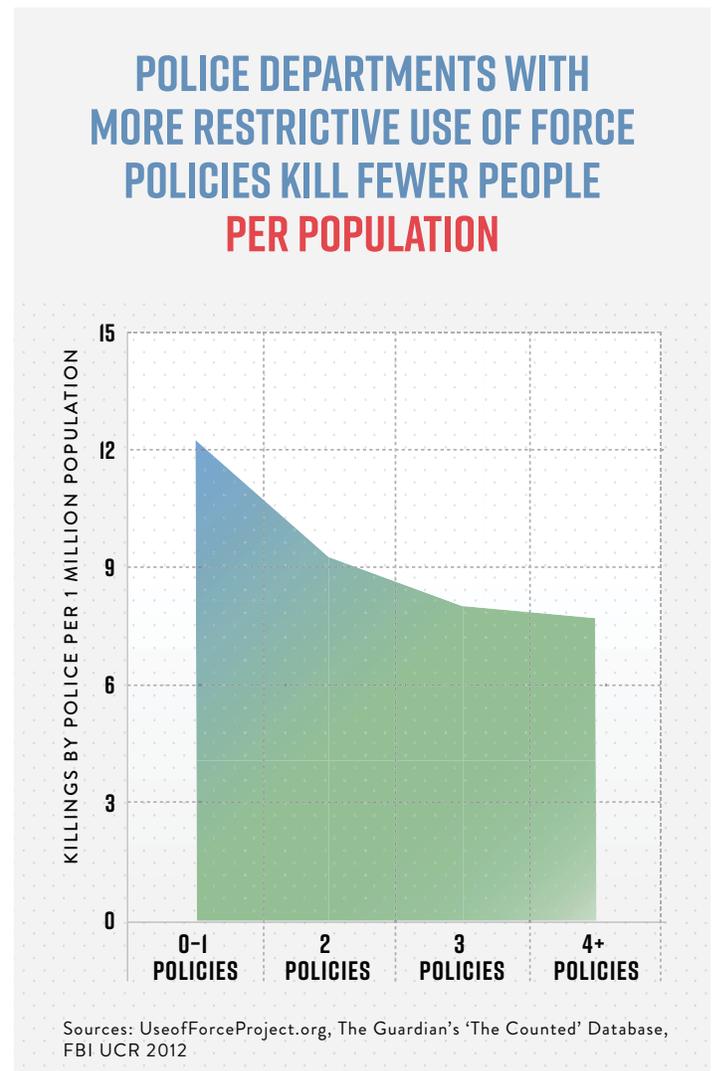


Figure 4.



Despite their potential impact, only about one third of America’s largest city police departments have adopted four or more of these use of force policies and none of these departments have adopted all eight. This suggests a large proportion of police killings could be prevented through common sense policy changes that have yet to be adopted by the nation’s foremost police and city leaders.

Some police organizations have opposed these restrictions claiming they “endanger officers” (See [here](#), [here](#), and [here](#)). We find that these assumptions are not supported by the data. **Officers in police departments with more restrictive policies in place are actually less likely to be killed in the line of duty, less likely to be assaulted, and have similar likelihood of sustaining an injury during an assault.** See figures 5 and 6. In short, a commitment to protect and preserve life necessitates the immediate adoption of more restrictive policies governing when and how officers use force in our communities. While these policies alone will not end all violence at the hands of police, the evidence indicates that they can make meaningful progress towards achieving this goal.

“A COMMITMENT TO PROTECT AND PRESERVE LIFE NECESSITATES THE IMMEDIATE ADOPTION OF MORE RESTRICTIVE POLICIES GOVERNING WHEN AND HOW OFFICERS USE FORCE.”

Figure 5.

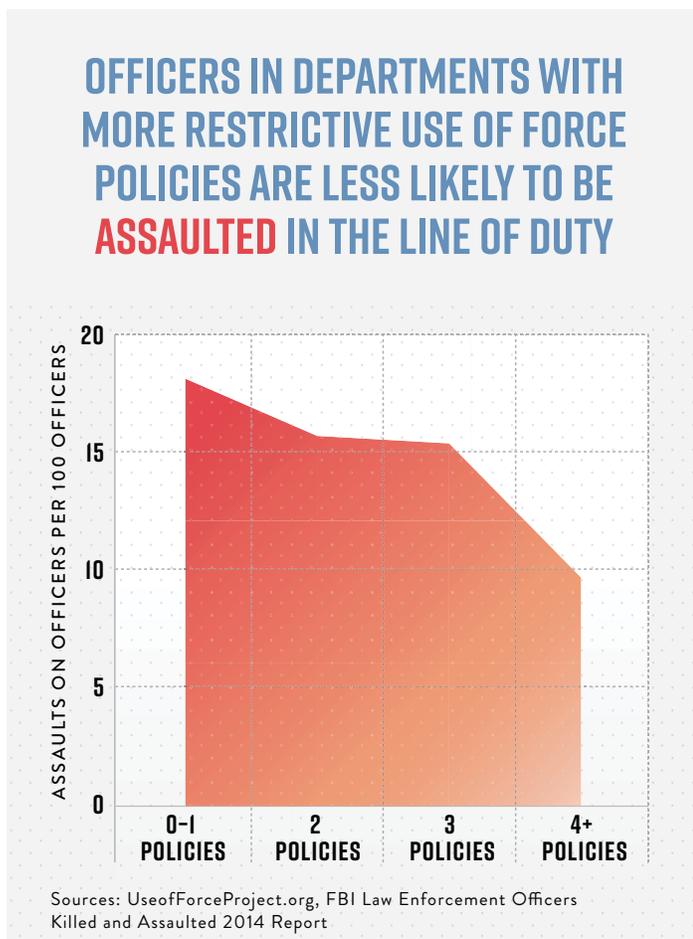


Figure 6.

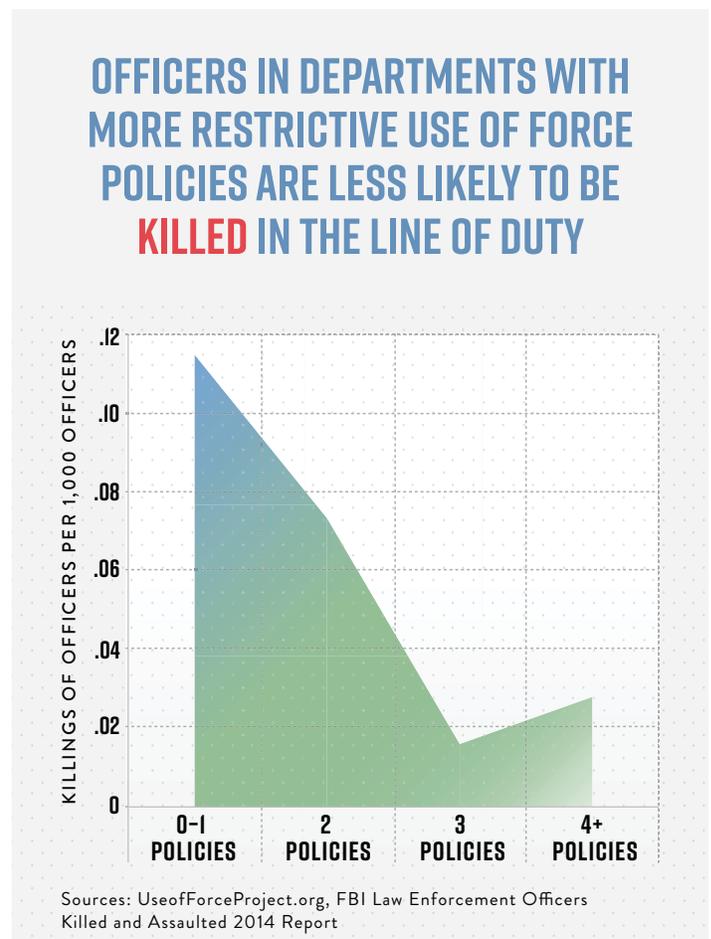


Figure 7.

● Yes ● No

Use of Force Policy	Requires De-escalation	Has Use of Force Continuum	Bans Chokeholds and Strangleholds	Requires Warning Before Shooting	Restricts Shooting at Moving Vehicles	Requires Exhaust All Other Means Before Shooting	Duty to Intervene	Requires Comprehensive Reporting
Albuquerque	Yes	Yes	No	Yes	Yes	No	Yes	No
Anaheim	No	Yes	No	Yes	No	No	Yes	No
Anchorage	Yes	Yes	No	No	Yes	No	No	No
Arlington	Yes	Yes	No	No	Yes	Yes	No	Yes
Atlanta	No	Yes	Yes	No	No	No	No	No
Aurora	No	Yes	No	No	Yes	No	Yes	No
Austin	No	Yes	No	Yes	No	No	Yes	No
Bakersfield	No	No	No	Yes	No	No	No	No
Baltimore	Yes	Yes	No	Yes	No	Yes	Yes	Yes
Baton Rouge	No	Yes	No	No	No	Yes	No	No
Boston	No	Yes	Yes	No	Yes	Yes	No	No
Buffalo	No	Yes	No	No	Yes	Yes	No	No
Chandler	Yes	Yes	No	Yes	No	No	No	No
Charlotte	No	Yes	No	Yes	No	No	No	No
Chicago	Yes	Yes	No	No	Yes	No	No	No
Chula Vista	No	No	No	Yes	No	No	Yes	No
Cincinnati	Yes	Yes	No	Yes	Yes	Yes	No	No
Cleveland	Yes	Yes	Yes	No	Yes	No	Yes	No
Columbus	No	Yes	Yes	Yes	No	No	No	No
Corpus Christi	Yes	No	Yes	Yes	No	Yes	Yes	No
Dallas	Yes	Yes	No	No	No	Yes	No	No
Denver	Yes	Yes	No	Yes	No	Yes	No	No
Detroit	No	Yes	Yes	Yes	No	Yes	No	No
Durham	Yes	Yes	No	No	No	No	No	No
Fort Wayne	No	Yes	No	Yes	Yes	No	No	No
Fort Worth	No	Yes	Yes	No	No	No	No	No
Fremont	No	No	No	Yes	No	No	Yes	No
Fresno	No	No	No	Yes	No	No	No	No
Garland	No	No	Yes	Yes	No	No	No	No
Glendale	No	Yes	No	No	No	Yes	No	No
Greensboro	Yes	No	No	No	No	No	No	No
Henderson	Yes	Yes	No	No	No	Yes	Yes	No
Honolulu	Yes	Yes	No	Yes	No	No	No	No
Houston	No	Yes	No	No	No	No	No	No
Indianapolis	No	No	No	Yes	No	No	No	No
Irvine	No	Yes	No	Yes	No	No	Yes	No
Irving	No	No	No	No	No	No	No	No
Jacksonville	No	Yes	Yes	Yes	No	No	No	No
Kansas City, MO	No	No	No	Yes	No	No	No	No

● Yes ● No

Use of Force Policy

Requires De-escalation Has Use of Force Continuum Bans Chokeholds and Strangleholds Requires Warning Before Shooting Restricts Shooting at Moving Vehicles Requires Exhaust All Other Means Before Shooting Duty to Intervene Requires Comprehensive Reporting

	Requires De-escalation	Has Use of Force Continuum	Bans Chokeholds and Strangleholds	Requires Warning Before Shooting	Restricts Shooting at Moving Vehicles	Requires Exhaust All Other Means Before Shooting	Duty to Intervene	Requires Comprehensive Reporting
Laredo	No	Yes	No	Yes	No	Yes	No	No
Las Vegas	Yes	Yes	No	Yes	No	No	Yes	No
Lexington	No	Yes	No	No	No	Yes	No	Yes
Lincoln	Yes	Yes	No	Yes	No	Yes	No	No
Los Angeles	No	Yes	Yes	No	No	No	Yes	No
Louisville	Yes	Yes	No	Yes	Yes	Yes	No	No
Lubbock	No	Yes	No	No	No	Yes	No	No
Madison	No	Yes	Yes	Yes	No	Yes	No	No
Mesa	No	Yes	No	Yes	No	Yes	No	No
Miami	No	Yes	Yes	Yes	Yes	Yes	Yes	No
Milwaukee	No	Yes	No	Yes	No	No	Yes	No
Minneapolis	Yes	Yes	No	Yes	No	No	Yes	No
Nashville	No	Yes	No	Yes	No	Yes	No	No
New Orleans	Yes	Yes	Yes	No	Yes	No	Yes	Yes
New York	Yes	Yes	No	No	Yes	No	Yes	No
Newark	No	Yes	No	Yes	No	Yes	Yes	No
Norfolk	Yes	Yes	No	No	No	No	No	No
North Las Vegas	No	No	No	No	No	Yes	No	No
Oakland	Yes	Yes	No	No	No	Yes	Yes	Yes
Oklahoma City	No	Yes	No	Yes	No	No	No	No
Omaha	No	Yes	No	Yes	No	No	No	No
Orlando	No	Yes	No	No	No	No	Yes	No
Philadelphia	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
Phoenix	No	Yes	No	Yes	No	No	Yes	No
Pittsburgh	Yes	Yes	No	No	No	No	No	No
Plano	No	Yes	Yes	Yes	No	Yes	No	Yes
Portland	No	Yes	No	Yes	No	No	No	Yes
Raleigh	No	Yes	No	Yes	No	Yes	Yes	Yes
Reno	No	No	No	No	No	No	No	No
Riverside	Yes	Yes	No	Yes	No	No	No	No
Rochester	No	Yes	No	No	No	No	No	No
San Antonio	Yes	Yes	No	No	No	No	Yes	No
San Bernardino	Yes	Yes	No	Yes	No	No	Yes	No
San Diego	No	Yes	No	Yes	No	No	No	No
San Francisco	Yes	Yes	No	Yes	No	No	No	Yes
San Jose	No	Yes	Yes	No	No	No	No	No
Santa Ana	No	Yes	No	Yes	No	No	No	No
Scottsdale	No	Yes	No	Yes	No	No	No	No
Seattle	Yes	Yes	Yes	Yes	No	No	Yes	Yes
Spokane	No	Yes	No	Yes	No	No	Yes	No

● Yes ● No

Use of Force Policy	Requires De- Escalation	Has Use of Force Continuum	Bans Chokeholds and Strangleholds	Requires Warning Before Shooting	Restricts Shooting at Moving Vehicles	Requires Exhaust All Other Means Before Shooting	Duty to Intervene	Requires Comprehensive Reporting
St. Louis	No	Yes	No	Yes	Yes	Yes	No	No
St. Paul	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes
St. Petersburg	Yes	Yes	Yes	Yes	Yes	Yes	No	No
Stockton	No	No	No	No	No	No	No	No
Tampa	No	Yes	No	No	No	No	No	No
Toledo	No	Yes	No	Yes	No	No	No	No
Tucson	No	Yes	No	No	Yes	Yes	No	No
Tulsa	No	Yes	Yes	Yes	No	No	No	No
Virginia Beach	No	No	Yes	Yes	No	No	Yes	Yes
Washington DC	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
Wichita	No	Yes	No	Yes	No	No	No	Yes
Winston-Salem	Yes	Yes	No	Yes	No	No	No	Yes

Highlighted cities have updated their policies in 2016.

*Birmingham, Chesapeake, Hialeah, Jersey City, Long Beach, and Memphis police departments refused to send their use of force policies by July 15, 2016. Colorado Springs, El Paso and Sacramento police departments sent heavily redacted policies which were excluded from the analysis.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Daniel Heyman

Department: Development Asst Dept

Date Submitted: 06/19/2020

Presenter: Daniel Heyman, Senior Planner

Date of Council Meeting to consider this item: 07/02/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 7

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.

At your meeting of May 7, 2020 you accepted the Clerk's Certificate of Sufficiency and recommended a public hearing for the annexation.

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

Budget Impact: \$ _____ 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 adopt an ordinance annexing the property included in the petition from Charles S. Campbell, Jr. and others, effective July 2, 2020.

Attachments:

Ordinance
Survey
Map
Clerks Certificate of Sufficiency

Ordinance # _____

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
HENDERSONVILLE, NORTH CAROLINA
AS A CONTIGUOUS ANNEXATION**

Adopted date: _____
Effective date: _____
Total Acreage: _____
Petitioner: _____

WHEREAS, the City Council of the City of Hendersonville, North Carolina, has been petitioned under G.S. 160A-31 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Hendersonville, NC, at 5:45 p.m. on July 2, 2020, after due notice by publication; and

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

Section1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous territory is hereby annexed and made part of City of Hendersonville as of July 2, 2020:

METES AND BOUNDS DESCRIPTION

BEING LOCATED WITHIN HENDERSONVILLE TOWNSHIP – HENDERSON COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR WITH “MCABEE” IDENTIFICATION CAP SET AT THE INTERSECTION OF THE NORTERN MARGIN OF 5TH AVENUE WEST AND THE EASTERN MARGIN OF WESTBROOK

STREET; SAID POINT OF BEGINNING BEARING NORTH CAROLINA GRID COORDINATES (NAD83-2011): NORTHING= 587,748.39 FEET AND EASTING= 961557.06 FEET; THENCE FROM THE SAID POINT OF BEGINNING AND FOLLOWING THE EASTERN MARGIN OF SAID WESTBROOK STREET THE FOLLOWING TWO COURSES AND DISTANCES: 1) NORTH 03°56'21" WEST A DISTANCE OF 181.62 FEET TO A 3/4" DIAMETER IRON PIPE (FOUND DISTURBED, MEASURED AT BASE OF PIPE) AND 2) NORTH 02°47'49" WEST A DISTANCE OF 1100.95 FEET TO A #4 REBAR WITH "MCABEE" IDENTIFICATION CAP SET; THENCE TURNING AND RUNNING WITH THE SOUTHERN BOUNDARY OF THE CAIRNES PROPERTY (AS RECORDED IN DEED BOOK 824 PAGE 433) NORTH 72°59'19" EAST A DISTANCE OF 285.00 FEET TO A 1/2" DIAMETER IRON PIPE STANDING 0.5 FEET ABOVE ADJACENT GRADE; THENCE CONTINUING ON THE SAME COURSE AND WITH THE SOUTHERN BOUNDARY OF THE FRANK A. EWBANK – TRUSTEE PROPERTY (AS RECORDED IN DEED BOOK 1002 PAGE 417) NORTH 72°59'19" EAST A DISTANCE OF 236.66 FEET TO A 1/2" DIAMETER IRON PIPE STANDING FLUSH WITH ADJACENT GRADE; THENCE TURNING AND RUNNING WITH THE WESTERN BOUNDARY OF THE PROPERTY OF PARSONS (AS RECORDED IN DEED BOOK 1056 PAGE 188) SOUTH 07°33'35" EAST A DISTANCE OF 27.45 FEET TO A 1" AXLE STANDING 0.8 FEET ABOVE ADJACENT GRADE; THENCE RUNNING WITH THE WESTERN BOUNDARY OF THE PROPERTIES OF LANCE (AS RECORDED IN DEED BOOK 1429 PAGE 674 AND DEED BOOK 3214 PAGE 562 THE FOLLOWING TWO COURSES AND DISTANCES: 1) SOUTH 06°51'15" EAST A DISTANCE OF 99.17 FEET TO A 3/4" DIAMETER IRON PIPE STANDING 0.8 FEET ABOVE ADJACENT GRADE AND 2) SOUTH 08°21'59" EAST A DISTANCE OF 99.91 FEET TO A #4 REBAR WITH "RPLS #1603" IDENTIFICATION CAP STANDING 0.3 FEET ABOVE ADJACENT GRADE; THENCE RUNNING WITH THE SOUTHERN BOUNDARY OF THE SAID LANCE PROPERTY NORTH 82°18'28" EAST A DISTANCE OF 133.91 FEET TO A #4 REBAR WITH "RPLS #1603" IDENTIFICATION CAP STANDING FLUSH WITH ADJACENT GRADE AND LOCATED ON THE WESTERN MARGIN OF THE 40' PUBLIC RIGHT OF WAY OVER PINECREST DRIVE; THENCE WITH THE SAID RIGHT OF WAY SOUTH 04°03'30" EAST A DISTANCE OF 88.11 FEET TO A #4 REBAR WITH "MCABEE" IDENTIFICATION CAP SET; THENCE TURNING AND RUNNING WITH THE WESTERN BOUNDARY OF THE MCADAMS PROPERTY (AS RECORDED IN DEED BOOK 1063 PAGE 15) SOUTH 13°07'34" WEST A DISTANCE OF 323.90 FEET TO A 3/4" IRON PIPE STANDING 0.3 FEET ABOVE ADJACENT GRADE; THENCE TURNING AND RUNNING WITH THE NORTHERN MARGIN OF THE PRIVATE UNOPENED RIGHT OF WAY LOCATED OVER IOWA STREET SOUTH 82°07'34" WEST AND PASSING A #4 REBAR WITH "MCABEE" IDENTIFICATION CAP SET ON THE BOUNDARY LINE AT A DISTANCE OF 67.39 FEET FOR A TOTAL DISTANCE OF 72.39 FEET TO A CALCULATED POINT LOCATED IN A STREAM; THENCE TURNING AND RUNNING WITH THE CENTER OF THE SAID STREAM AND THE WESTERN BOUNDARY OF THE PESCHL PROPERTY (AS RECORDED IN DEED BOOK 1048 PAGE 714) THE FOLLOWING FIVE COURSES AND DISTANCES: 1) SOUTH 29°15'02" EAST A DISTANCE OF 30.36 FEET TO A CALCULATED POINT, 2) SOUTH 21°43'06" EAST A DISTANCE OF 57.40 FEET TO A CALCULATED POINT, 3) SOUTH 35°22'08" EAST A DISTANCE OF 42.81 FEET TO A CALCULATED POINT, 4) SOUTH 58°40'16" EAST A DISTANCE OF 48.60 FEET TO A CALCULATED POINT, AND FINALLY 5) SOUTH 55°00'06" EAST A DISTANCE OF 17.46 FEET TO A CALCULATED POINT; THENCE LEAVING THE SAID STREAM AND STILL RUNNING WITH THE WESTERN BOUNDARY OF PESCHL SOUTH 07°44'01" EAST PASSING A #5 REBAR STANDING 0.5 FEET ABOVE ADJACENT GRADE AT A DISTANCE OF A DISTANCE OF 4.10 FEET FOR A TOTAL DISTANCE OF 11.49 FEET TO A #4 REBAR WITH "MCABEE" IDENTIFICATION CAP SET ON THE NORTHERN MARGIN OF THE 12 FOOT WIDE UNOPENED ALLEYWAY RECORDED AND SHOWN IN PLAT CABINET B SLIDE 35; THENCE TURNING AND RUNNING WITH THE NORTHERN MARGIN OF THE SAID ALLEYWAY SOUTH 81°45'25" WEST A DISTANCE OF 224.25 FEET TO A CALCULATED POINT; THENCE TURNING AND CROSSING THE SAID ALLEYWAY SOUTH 08°14'35" EAST A DISTANCE OF 12.00 FEET TO A #4 REBAR WITH "MCABEE" IDENTIFICATION CAP SET; THENCE RUNNING WITH THE WESTERN BOUNDARY OF THE DIAZ PROPERTY (AS RECORDED IN DEED BOOK 1382 PAGE 575) SOUTH 08°05'22" EAST A DISTANCE OF 149.96 FEET TO A #4 REBAR WITH "MCABEE" IDENTIFICATION CAP SET ON THE NORTHERN MARGIN OF THE 40 FOOT RIGHT OF WAY LOCATED OVER MIDWAY STREET; THENCE CROSSING THE SAID MIDWAY STREET SOUTH 08°14'05" EAST A DISTANCE OF 40.00 FEET TO A CALCULATED POINT LOCATED ON THE

SOUTHERN MARGIN OF THE SAID MIDWAY STREET; THENCE TURNING AND RUNNING WITH THE SAID SOUTHERN MARGIN OF MIDWAY STREET NORTH 81°45'55" EAST PASSING A 1/2" DIAMETER IRON ROD STANDING 0.5 FEET ABOVE ADJACENT GRADE AT A DISTANCE OF A DISTANCE OF 1.58 FEET FOR A TOTAL DISTANCE OF 31.35 FEET TO A 1/2" DIAMETER IRON ROD STANDING 0.2 FEET ABOVE ADJACENT GRADE; THENCE TURNING AND RUNNING WITH THE WESTERN MARGIN OF A 16.5 FOOT WIDE UNOPENED ALLEWAY SOUTH 07°06'39" EAST A DISTANCE OF 215.68 FEET TO A #5 REBAR STANDING 0.6 FEET ABOVE ADJACENT GRADE; THENCE TURNING AND RUNNING WITH THE NORTHERN AND WESTERN BOUNDARY OF THE BRYAN PROPERTY (AS RECORDED IN DEED BOOK 3217 PAGE 399) THE FOLLOWING TWO COURSES AND DISTANCES: 1) SOUTH 82°07'58" WEST A DISTANCE OF 16.18 FEET TO A 3/4" DIAMETER IRON PIPE STANDING 0.6 FEET ABOVE ADJACENT GRADE AND 2) SOUTH 09°02'32" EAST A DISTANCE OF 152.16 FEET TO A #4 REBAR STANDING 0.1 FEET ABOVE ADJACENT GRADE; THENCE TURNING AND RUNNING WITH THE NORTHERN MARGIN OF 5TH AVENUE WEST SOUTH 82°16'10" WEST A DISTANCE OF 300.01 FEET TO A #4 REBAR WITH "MCABEE" IDENTIFICATION CAP SET; THENCE TURNING AND RUNNING WITH THE EASTERN AND WESTERN BOUNDARY OF THE RAMO PROPERTY (AS RECORDED IN DEED BOOK 3087 PAGE 131) THE FOLLOWING TWO COURSES AND DISTANCES: 1) NORTH 44°44'33" WEST A DISTANCE OF 99.34 FEET TO A 1/2" DIAMETER IRON PIPE STANDING 0.1 FEET ABOVE ADJACENT GRADE AND 2) SOUTH 07°13'01" EAST A DISTANCE OF 78.58 FEET PLANTED STONE; THENCE TURNING AND AGAIN RUNNING WITH THE NORTHERN MARGIN OF 5TH AVENUE WEST SOUTH 83°23'12" WEST A DISTANCE OF 90.00 FEET TO THE POINT AND PLACE OF BEGINNING.

PROPOSED ANNEXATION AREA DESCRIBED ABOVE CONTAINING 15.591 ACRES.

Section 2. Upon and after July 2, 2020, the above described territory and its citizens and property shall be subject of all debts, laws, ordinances and regulations in force in City of Hendersonville, North Carolina. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Hendersonville shall cause to be recorded in the office of the Register of Deeds of Henderson County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted

Adopted this _____ day of _____, 2020.

Attest:

Barbara G. Volk, Mayor

Angela L. Reece, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, _____, a Notary Public in Henderson County, State of North Carolina, do hereby certify that Barbara G. Volk in her capacity of Mayor of the City of Hendersonville; Angela L. Reece, in her capacity of City

Clerk; and Samuel H. Fritschner, in his capacity as City Attorney, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of _____, 2020.

My commission expires:



CITY OF HENDERSONVILLE
JUNE 2020

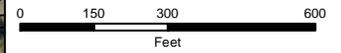
IVY CROSSING P20-17-ANX

DEVELOPMENT ASSISTANCE DEPARTMENT
CONTIGUOUS ANNEXATION

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

APPROXIMATELY
15.591 ACRES

-  Subject Property
-  Hendersonville City Limits



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 AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/22/2020

Presenter: Ashlynn McCoy

Date of Council Meeting to consider this item: 7/2/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 8

The City of Hendersonville in partnership with Housing Assistance Corporation is requesting permission to submit an application for a Community Development Block Grant in the amount of \$750,000. The money will be used for the following activities in the Ashe Street neighborhood behind the new police headquarters:

Homeowner Rehabilitation - \$175,000
Public Infrastructure (Curb and Gutter) - \$500,000
Administrative Cost - \$75,000

This project is in addition to a previous loan interest loan to replace all of the water and sewer lines in this neighborhood.

The City Council will also need to appoint a City Council member to serve on the Homeowner Rehabilitation Selection Committee.

There is no match requirement for this grant. However, staff time and additional City funds may be needed to complete all grant activities if construction costs exceed grant funding.

Budget Impact: \$ TBD 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 submit a Community Development Block Grant application in the amount of \$750,000. I further move to appoint Council Member _____ to the Homeowner Rehabilitation Selection Committee.

Attachments:

None

RESOLUTION FOR THE CITY OF HENDERSONVILLE APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR THE 7TH AVENUE REVITALIZATION PROJECT

WHEREAS, the City of Hendersonville's Council has previously indicated its desire to assist in community development efforts for housing within the Town/City/County; and,

WHEREAS, the Council has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit the revitalization of the 7th Avenue Area; and,

WHEREAS, the Council wishes the City to pursue a formal application for Community Development Block Grant funding to benefit the 7th Avenue Area; and will invest monies in the amount of \$750,000 into the project as committed to in the application.

WHEREAS, the Council certifies it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program,

NOW, THEREFORE BE IT RESOLVED, by the City of Hendersonville's Council that the City is authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant to benefit the revitalization of the 7th Avenue Area.

Adopted this the 2nd day of July, 2020 in Hendersonville, North Carolina.

Mayor/Chairman

ATTEST:

Clerk to the Board

PROJECT BUDGET – NC NEIGHBORHOOD

Name of Applicant: The City of Hendersonville

1. CDBG Grant Amount Requested		\$750,000.00	
2. Other Funds (List here.) Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) Anticipated Funds and Housing Assistance Corporation Single Family Development Cost		\$4,378,625.00	
3. Total Project Resources		\$5,128,625.00	
4. Activity	5. CDBG Costs	6. Other Costs	7. Total Project Costs (Columns 5 + 6 = Column 7)
a. Acquisition			
b. Disposition			
c. Public facilities and improvements			
1. Senior and handicapped centers			
2. Parks, playgrounds and recreation facilities			
3. Neighborhood facilities			
4. Solid waste disposal facilities			
5. Fire protection and equipment			
6. Parking facilities			
7. Public utilities other than water and sewer			
8. [Reserved]			
9. Street improvements			
10. Flood and drainage improvements			
11. Pedestrian improvements	\$500,000.00		\$500,000.00
12. Other public facilities			
13. Public sewer improvements		\$1,819,000.00	\$1,819,000.00
14. Public water improvements		\$812,000.00	\$812,000.00
d. Clearance activities			
e. Public services			
f. Relocation assistance			
g. Construction, rehabilitation and preservation activities			
1. Construction or rehabilitation of commercial and industrial buildings			
3. Rehabilitation of privately-owned dwellings (all rehabilitation of privately-owned dwellings activities should be included on this line item)	\$175,000.00		\$175,000.00
4. Rehabilitation of publicly owned dwellings			
5. Code enforcement			
6. Historic preservation			
h. Development financing			
1. Working capital			
2. Machinery and equipment			
i. Removal of architectural barriers			
j. Other activities		\$1,675,625.00	\$1,675,625.00
SUBTOTAL	\$675,000.00	\$4,378,625.00	\$5,053,625.00
k. Planning (Included in 10% Cap minus Administration not to exceed \$3,500)			
l. Administration (10% cap of total Grant Amount Awarded)	\$75,000.00	-	\$75,000.00
TOTAL	\$750,000.00	\$4,378,625.00	\$5,128,625.00



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tracey Cox

Department: Police

Date Submitted: 06/22/2020

Presenter: Amber Glisson

Date of Council Meeting to consider this item: 07/02/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 9

The current Brazos's parking enforcement software used to both issue and track payment of citations and perform other parking functions will no longer be sufficient as of this month. This is due to required software platform changes and an incompatibility issue with the new accounts payable software platform.

After diligent research of parking enforcement companies and consultation by city staff it has been determined that changing to a different company, Iparq, and adding a parking meter on-line pay app, ParkMobile, is the best option.

Iparq fees include a one time charge of \$16,750 and a recurring cost of between \$790 to \$1040/month, depending on options selected. These fees include hand-held devices to issue and upload citations. The overall system is similar to our current system.

ParkMobile charges the parking customer 35 cents per transaction to use the app, and the app is integrated into the Iparq system.

Budget Impact: \$ 16,750 and 1040/month Is this expenditure approved in the current fiscal year budget? No Yes If no, describe how it will be funded.

General Fund

Suggested Motion:

I move that Iparq and Park Mobile software system be approved for purchase as quoted.

Attachments:

Attachment A - Iparq proposal

Attachment B - ParkMobile attachment

This Service Agreement Terms and Conditions (hereinafter "Agreement"), made as of this 15th day of July, 2020 (the "Effective Date"), between City of Hendersonville, NC, a company (hereinafter "Subscriber") having a principal place of business at

(hereinafter "Subscriber's Office") and INet, Inc., DBA iParq, a Delaware corporation (hereinafter "Company") having a principal place of business located at 4240 W. Flamingo Rd #201 Las Vegas NV 89103 (hereinafter "Company's Office").

WHEREAS, Subscriber requests Company to provide certain services and may request Company to perform additional services in the future and Company is willing to provide such services; and

WHEREAS, Company and Subscriber desire to enter into an agreement that will define the respective rights and duties as to all services to be provided;

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which Company will provide services to Subscriber, its departments, subsidiaries, or agents;

WHEREAS, Customer agrees that the Services provided under this contract are governed by and shall at all times be subject to the terms of this contract and Company's General Terms and Conditions. In the event of any conflict between the Terms and Conditions and any other terms entered into between the Subscriber and Company with respect to the subject matter hereof, the Terms and Conditions shall control;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "control" means the ownership of more than 50% of the outstanding shares or securities representing the right to vote in the election of directors or other managing authority of such entity.

1.2 "Agreement" means this Service Agreement of Terms and Conditions together with the Service Agreement Proposal, see *infra*.

1.3 "Computer Software" means Company software components to be installed on the computer systems of Subscriber Group, *infra*, including, without limitation, Company Data and Company-licensed third party libraries.

1.4 "Confidential Information" means non-public business information, know-how, and trade secrets in any form, including information regarding a party's product plans, terms of this Agreement, and any other information a reasonable person should understand to be confidential, which is disclosed by or on behalf of either party or its Affiliates ("Disclosing Party") to the other party or its Affiliates ("Receiving Party"), directly or indirectly, in writing, orally, or by inspection of tangible objects, including Service features, functionality, user interfaces, documents, prototypes, samples, and equipment, and whether such information is disclosed before or after the Effective Date.

"Confidential Information" excludes information that (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (b) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (c) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party, as shown by the Receiving Party's files and records; (d) is obtained by the Receiving Party from a third party without a breach of the third party's obligations of confidentiality; or (e) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession.

1.5 "Documentation" means Company-provided user documentation, in all forms, relating to the Service (e.g., user manuals, on-line help files).

1.6 "Permitted Third Party" means any entity under contract with Subscriber Group who needs to access the Service to perform its obligations to Subscriber Group and who is not a competitor of Company.

1.7 "Professional Service Fees" means the fees for Professional Services charged on a time and materials basis at Company's then-current rates, unless otherwise specified on the Service Agreement Proposal.

1.8 "Professional Services" means the professional services specified on the Service Agreement Proposal.

1.9 "Service" means the web-accessed computer software and Internet services, hardware, trademarks, patents, copyrights and other intellectual property identified in the Service Agreement Proposal. As part of the Service, Company may provide Subscriber Group with Computer Software, which Subscriber Group may install on its computer system and use solely to upload data into the Service.

1.10 "Service Agreement Proposal" means the Service Agreement Proposal executed by Subscriber and Company and attached hereto and incorporated herein by reference.

1.11 "Scope Limitations" means any limitations on use of the Service specified on the Service Agreement Proposal. Any work or assurance required outside the scope of work defined herein will be the responsibility of the client.

1.12 "Subscriber" means the customer named on the Service Agreement Proposal.

1.13 "Subscriber Group" means, individually and/or collectively as the context may require, Subscriber and its Affiliates.

1.14 "Subscription Fees" means the fees for the Service specified on the Service Agreement Proposal.

2. USER AGREEMENT

2.1 License to Use the Service. Subject to the terms and conditions of this Agreement, Company grants to Subscriber Group a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 11.4) license during the term of this Agreement to use the Service over the World Wide Web via a standard browser solely in connection with its internal business operations. The license of Subscriber Group to use the Service is subject to the Scope Limitations and

contingent upon compliance with the Scope Limitations and this Agreement. iParq provides Software As A Service (SAAS) to all of its Clients. Pursuant to this contract, Subscriber will be one of those Clients. For the duration of the contract iParq will grant Subscriber and its users the right to use iParq SAAS software and services pursuant to iParq's published standard User Agreement. iParq will provide Subscriber electronic or web based user access to its software and systems. All users will agree to create their own iParq account using the then current system webpages. As a condition to using the iParq system, each user will fill out their information electronically, provide payment information as necessary, and will accept the current terms of service before iParq will grant them access to the system. All users will continue to be governed by this user agreement and any update as iParq or Subscriber may require. This standard agreement governs all iParq users and reserves the data and confidentiality rights to each iParq Client individually. No iParq client will have any rights to any other client or Subscriber Group's data therefore Subscriber will have no rights to other iParq Client or Subscriber Group's data.

2.2 License to Use the Documentation. Subject to the terms and conditions of this Agreement, Company grants to Subscriber Group a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 11.4) license during the term of this Agreement to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with use of the Service in accordance with this Agreement.

2.3 Use Restrictions. All rights not expressly granted to Subscriber Group are reserved by Company. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Subscriber Group will not, and will not permit or authorize third parties to: (a) rent, lease, or, except as explicitly set forth in Section 2.5, otherwise permit third parties to use the Service, Computer Software or Documentation; (b) use the Service to provide services to third parties (e.g., as a service bureau); (c) circumvent or disable any security or other technological features or measures of the Service, or attempt to probe, scan or test the vulnerability of a network and or system or to breach security or authentication measures; (d) upload or provide for processing any information or materials that are defamatory, offensive or abusive or of an obscene or menacing character or violate privacy (including, as applicable, any privacy rights defined in California AB-375 Privacy: personal information: businesses {refer to: https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB375}) or intellectual property rights; (e) use the Service to harm, threaten or harass another person or organization; or (f) send, store or distribute any viruses, worms, Trojan horses, or other malware component harmful to a network or system. Subscriber Group will not copy, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any Service software or Computer Software, or provide, disclose or make any Service or Computer Software available to any third party. Subscriber Group is not authorized to make any copy of Service software. Subscriber Group will neither alter nor remove any trademark, copyright notice or other proprietary rights notices that may appear on any part of the Documentation or any Computer Software and will include all such notices on any copies. Subscriber will ensure

that its Affiliates, the Permitted Third Parties and the Authorized Users comply with the applicable obligations of Subscriber under this Agreement and will be directly responsible to Company for their conduct and any breach of this Agreement by them.

2.4 Compliance with Laws. Subscriber Group will use the Service and Documentation, and upload data into the Service, in compliance with all applicable laws and regulations.

2.5 Authorized Users Only. This Agreement restricts the use of the Service to those specified employees of Subscriber Group and Permitted Third Parties for which Subscriber has created unique usernames and passwords (each, an "Authorized User"), up to the number of users specified on the Service Agreement Proposal. Authorized Users must not provide or make available their usernames or passwords to any other person. An Authorized User account is not permitted to be shared among users. Additional Authorized Users may be added by paying the applicable fees to Company at Company's then-current rate or as otherwise specified on the Service Agreement Proposal. The term for additional Authorized Users will be coterminous with (and the pricing prorated for) the expiration of the then-current term of this Agreement. The Authorized Users who are employees of Permitted Third Parties may access and use the Service solely to perform the Permitted Third Party's contractual obligations to Subscriber Group. Company may from time-to-time request from Subscriber a list of all Authorized Users, including their employer information and, if not employed by Subscriber, whether the employer is an Affiliate or Permitted Third Party. Subscriber will provide this list to Company within a reasonable period of time after Company's request.

2.6 Protection against Unauthorized Use. Subscriber Group will ensure that Permitted Third Parties and Authorized Users, use reasonable efforts to prevent any unauthorized use of the Service and Documentation, and Subscriber will immediately notify Company in writing of any unauthorized use that comes to Subscriber Group's attention. If there is unauthorized use by anyone who obtained access to the Service, Computer Software or Documentation directly or indirectly through Subscriber Group, a Permitted Third Party or an Authorized User, Subscriber Group will take all steps reasonably necessary to terminate the unauthorized use. Subscriber Group will cooperate and assist with any actions taken by Company to prevent or terminate unauthorized use of the Service, Computer Software or Documentation.

2.7 Third Party Applications. Use of third party applications on iParq leased equipment and/or in conjunction with iParq software may cause performance or harm to the Subscriber. iParq will give best effort to accommodate additional Subscriber requirements, however cannot guarantee performance as indicated in the Companies performance warranty due to third party conflicts.

3. SERVICE AVAILABILITY; DATA SECURITY; PROFESSIONAL AND SUPPORT SERVICES

3.1 Service Availability. Company performs and maintains regular database backups according to the retention policy appropriate for the particular system. Company incorporates database and system maintenance

operations and processes designed to address data consistency, indexing, and integrity requirements which also help improve query performance. Company also uses an industry-leading hosting infrastructure to provide the Service and has implemented and will maintain commercially reasonable measures intended to avoid unplanned Service interruptions. Company will use commercially reasonable efforts to notify Subscriber in advance of planned Service interruptions. In the event of an unplanned Service interruption, Subscriber may contact Company for Technical Support Services.

3.2 Data Security. The Service is currently provided from the United States and Subscriber Data (as defined in Section 6.2) is currently stored and processed in the United States. Company has implemented and will maintain appropriate physical, electronic, and managerial procedures intended to protect against the loss, misuse, unauthorized access, alteration or disclosure of Subscriber Data. These measures include encryption of Subscriber Data during transmission to the Service and encryption of backups of Subscriber Data and authentication credentials at rest. Company will use reasonable efforts to promptly notify Subscriber of any unauthorized access to, or use of, Subscriber Data that comes to Company's attention. Subscriber must immediately notify Company of any suspected security breach.

3.3 Professional Services. Subscriber may contract with Company to perform Professional Services. The specific details of the Professional Services to be performed will be determined on a per-project basis, and the details for each project will be described on the Service Agreement Proposal.

3.4 Change Orders. Unless otherwise specified on the Service Agreement Proposal, Subscriber may reasonably request in writing that revisions be made with respect to the Professional Services set forth on the Service Agreement Proposal ("Change Order"). If a Change Order requests revisions that materially increase the scope of the Professional Services or the effort required to perform the Professional Services under the Service Agreement Proposal, then within 10 business days after Company's receipt of the Change Order, Company will deliver to Subscriber a written, revised Service Agreement Proposal reflecting Company's reasonable determination of the revised Professional Services, delivery schedule, and payment schedule, if any, that will apply to the requested revisions. If Subscriber approves the revised Service Agreement Proposal, then the parties will execute the revised Service Agreement Proposal and it will supersede the then-existing Service Agreement Proposal. If Subscriber does not approve the revised Service Agreement Proposal within ten business days after its receipt by Subscriber, the then-existing Service Agreement Proposal will remain in full force and effect, and Company will have no further obligation with respect to the relevant Change Order. Any work or assurance required outside the scope of work defined herein will be the responsibility of the client.

3.5 Project Management. Each party will designate a project leader as a single point of contact within each party's organization to manage the Professional Services described on the Service Agreement Proposal ("Project Leader"). The Project Leaders will meet as necessary to manage the Professional Services to be performed as indicated on the Service Agreement Proposal. Disputes will be escalated to

more senior executives if the Project Leaders are unable to resolve a problem.

3.6 Performance Standard. Company will perform the Professional Services in a professional and workmanlike manner in accordance with the Service Agreement Proposal. Company will use reasonable efforts to complete the Professional Services in accordance with the schedule of times and milestones specified on the Service Agreement Proposal (as modified by any Change Orders).

3.7 Technical Support Services. Company will provide Subscriber Group with then-current standard technical support services with respect to the Service, so long as Subscriber is current in payment of the Subscription Fees. Subscriber Group is responsible for providing support to Permitted Third Parties. With respect to technical information Subscriber Group provides Company as part of the Technical Support Services, Company may use such information for its business purposes, including for product support and development.

3.8 Subscriber's Responsibilities. Subscriber Group will provide assistance, cooperation, information, equipment, data, a suitable work environment, and resources reasonably necessary to enable Company to perform the Professional Services and Technical Support Services. Subscriber acknowledges that Company's ability to provide Professional Services as described on the Service Agreement Proposal and Technical Support Services may be affected if Subscriber Group does not provide reasonable assistance as set forth above. Subscriber shall be responsible for maintaining all hardware, software, internet connection services, and any other items or services required to operate an appropriate web browser or other software at Subscriber Group facilities, and to connect Subscriber Group or its Affiliates to the Internet (World Wide Web). Subscriber shall be responsible for any losses incurred as a result of data or Wi-Fi connectivity issues that result in eventual declined transactions. Subscriber shall be responsible for any lost or damaged equipment due to misuse or failure to return equipment.

4. FEES AND PAYMENT

4.1 Fees and Payment Terms. Unless otherwise specified on the Service Agreement Proposal, the Subscription Fees for the Initial Subscription Term and Professional Service Fees are due upon execution of this Agreement. After the Initial Subscription Term, Subscription Fees will be invoiced annually at the then-current rate for the Service or as otherwise specified on the Service Agreement Proposal, 30 days in advance of the start of each renewal period. Any additional services, work or compliance requirement, ordered by the customer and not contained in the referenced scope of work or order and specifically priced, shall be billed at the Company's then current rate. Fees for additional Service quantities and Professional Services will be invoiced at the time of order, unless otherwise agreed in writing by the parties. Subscription Fees are subject to adjustment as specified in the Service Agreement Proposal. Subscriber will pay all amounts in full within 30 days after the invoice date. The charges in an invoice will be considered to be accepted by Subscriber unless Company is notified of a dispute in writing within 7 days of the date of the invoice. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate

permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Company to collect any amount that is not paid when due. Amounts due from Subscriber under this Agreement may not be withheld or offset by Subscriber against amounts due to Subscriber for any reason. All amounts payable under this Agreement are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Any work or assurance required outside the scope of work defined herein will be the responsibility of the client.

4.2 **Taxes.** The fees stated on the Service Agreement Proposal do not include local, state, federal or foreign taxes (e.g., value-added, sales or use taxes), fees, duties, or other governmental charges resulting from this Agreement (collectively, "taxes"). Subscriber is responsible for paying all applicable taxes, excluding taxes based on Company's net income or property. If Company determines it has the legal obligation to pay or collect taxes, Company will add such taxes to the applicable invoice and Subscriber will pay such taxes, unless Subscriber provides Company with a valid tax exemption certificate from the appropriate taxing authority. If a taxing authority subsequently pursues Company for unpaid taxes for which Subscriber is responsible under this Agreement and which were not paid by Subscriber to Company, Company may invoice Subscriber and Subscriber will pay such taxes to Company or directly to the taxing authority, plus all applicable interest, penalties and fees. The parties acknowledge and agree that iParq is not responsible or liable for determining that any person or entity is subject to Federal, State, or Local laws and regulations, and that any software, systems or service comply with those laws and regulations.

5. TERM AND TERMINATION

5.1 **Term.** This Agreement will commence upon the Effective Date and continue for three (3) year(s) through July 14, 2023 (the "Initial Subscription Term") unless this Agreement is terminated earlier in accordance with the terms of this Agreement. This Agreement will automatically extend beyond the Initial Subscription Term for two (2) one (1) year term(s) unless Company is provided written notice by Subscriber to Company delivered at least thirty (30) days prior to expiration of the Initial Subscription Term.

5.2 **Voluntary Termination.** This contract shall be for an initial period of three (3) years from the commencement date per 5.1. Either party will have the right to terminate the contract by giving at least 60 days' notice in writing to the other party to expire at the end of the initial period or at any time after that. If anything is identified that may precipitate any harm to the Company, the Company reserves the right to terminate services immediately and without notice. Company will endeavor to provide notice of any action as circumstances allow.

5.3 **Termination for Material Breach.** Either party may terminate this Agreement if the other party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching party. A breach of this Agreement by an Affiliate of Subscriber, an Authorized User or Permitted Third Party will be treated as a breach by Subscriber. Termination in

accordance with this Section 5.3 will take effect when the breaching party receives written notice of termination from the non-breaching party, which notice must not be delivered until the breaching party has failed to cure its material breach during the 30-day cure period. If Subscriber fails to timely pay any Subscription Fees or Professional Services Fees, Company may, without limitation to any of its other rights or remedies, suspend performance of the Service, Professional Services and Technical Support Services until it receives all amounts due, or may terminate this Agreement pursuant to this Section 5.3.

5.4 **Post-Termination Obligations.** If this Agreement is terminated for any reason, (a) Company will have no obligation to provide or perform any Service, Professional Services or Technical Support Services after the effective date of the termination, (b) Subscriber will immediately pay to Company any Subscription Fees, Professional Services Fees, and other amounts that have accrued prior to the effective date of the termination; services not used by customer on or before the Agreement end date will be forfeited and any annual fees due within the calendar year subject to the termination will be due upon the termination end date (c) any and all liabilities accrued prior to the effective date of the termination will survive, (d) Subscriber will provide Company with a written certification signed by an authorized Subscriber representative certifying that all use of the Service, Computer Software and Documentation by Subscriber Group, Permitted Third Parties and Authorized Users has been discontinued and the Computer Software has been de-installed from Subscriber Group's computer systems, and (e) Sections 5.3, 6.1, 6.3, 6.5, 6.6, 9, 10 and 11 will survive termination. If this Agreement is terminated by Company pursuant to Section 5.3 or by Subscriber other than pursuant to Section 5.3 (i.e., other than as a result of a material breach by Company that is not cured as provided above), Subscriber will pay to Company (y) Subscription Fees for the remainder of the contractual subscription term, plus (z) the amount of Professional Service Fees that Company would have been paid under the Service Agreement Proposal (based on the expected budget to completion then in effect and taking into account any changes previously agreed to by the parties) had this Agreement not been terminated and had the Professional Services been fully performed in accordance with the schedule then in effect, which amount owing will be evidenced in a final termination invoice to be provided by Company to Subscriber. The amount of Subscription Fees and Professional Service Fees specified in the foregoing termination invoice will be final and binding on the parties, absent manifest error. If this Agreement is terminated by Subscriber pursuant to Section 5.3 (i.e., for Company's uncured material breach), Company shall provide Subscriber a pro-rata refund of all pre-paid but unused Subscription Fees for the remainder of the then-current term.

6. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

6.1 **Service and Documentation.** Company retains all right, title, and interest in and to the Service, Computer Software and Documentation and all related intellectual property rights, including without limitation any modifications, updates, customizations, cards, or other add-ons (all of which will be considered Company's Confidential Information), but excluding Subscriber Data. Subscriber Group's right to use

the Service, Documentation, and Computer Software are limited to those expressly set forth in this Agreement; all other rights are reserved by Company. Subscriber Group understands and agrees that Company may use and disclose, in an aggregated format only, any and all data derived or collected from Subscriber Group's use of the Service (excluding Subscriber Data), including for the purposes of operating, managing, maintaining and improving Company's products and services, and for developing and distributing benchmarks and similar reports and databases; provided that such aggregated data is not identified or identifiable as originating with or associated with Subscriber Group or any individual person.

6.2 Subscriber Data. Any data uploaded into the Service, or otherwise provided for processing by the Service, by or on behalf of Subscriber Group ("Subscriber Data") is Subscriber's property and Subscriber Confidential Information. Company will use Subscriber Data solely as required to provide or perform the Service, Technical Support Services and Professional Services. Company shall have no further obligation or liability regarding Subscriber Data other than confidentiality as provided herein.

6.3 Confidential Information.

(a) Receiving Party agrees to take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, but not less than reasonable care, to prevent the unauthorized duplication or disclosure of the Disclosing Party's Confidential Information to third parties without Disclosing Party's prior written consent. Receiving Party may disclose Disclosing Party's Confidential Information to Receiving Party's employees or agents who reasonably need to have access to such information to perform Receiving Party's obligations under this Agreement, and who will treat such Confidential Information under the terms of this Agreement. Provided that such Permitted Third Party is bound by obligations of confidentiality and nonuse no less restrictive than the terms of this Agreement, Subscriber may disclose Company's Confidential Information to a Permitted Third Party solely to the extent required for such Permitted Third Party to be able to access and use the Service pursuant to this Agreement. Company may also disclose this Agreement to actual and potential investors and funding sources who agree to hold it in confidence. Any materials marked as Confidential are the sole property of the Company. They have been provided to the Subscriber for their review only. Distribution of these materials beyond the entity defined or exceeds Receiving Party obligations and reasonable care will be considered a breach of Confidentiality by the Company.

(b) The Receiving Party may disclose Disclosing Party's Confidential Information if required by law so long as the Receiving Party gives the Disclosing Party prompt written notice of the requirement prior to the disclosure and reasonable assistance in limiting disclosure or obtaining an order protecting the information from public disclosure.

(c) Upon written request of Disclosing Party, or in any event upon any termination or expiration of this Agreement, Receiving Party will return to Disclosing Party or destroy all materials, in any medium, to the extent containing or reflecting any of the Disclosing Party's Confidential Information, provided, however, that this requirement will not limit Company's rights under Section 6.1.

(d) Following expiration or termination of this Agreement, Company may purge the Subscriber Data and the Subscriber's Service environment from Company's systems. Subscriber may elect to receive a copy of Subscriber Data if requested in writing within ninety (90) days of expiration or termination of this Agreement.

(e) This Section 6.3 will survive for 5 years following expiration or termination of this Agreement.

6.4 Trademarks. This Agreement does not authorize Subscriber Group to use Company's name or any of its trademarks, which include but are not limited to the name of Company, the words *Intelligent Parking*, *iParq*, Company domain, and the Company logo.

6.5 Copyright. All title, including but not limited to copyrights, patents, trademarks and other intellectual property, in and to the Service software, Documentation and Computer Software and any copies thereof are owned by Company or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the Service software or Computer Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants Subscriber no rights to use such content. All rights not expressly granted are reserved by Company.

6.6 Feedback. Company is hereby granted a royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, worldwide, non-transferable (except as permitted in Section 11.4), sub-licensable license to use, copy, modify, or distribute, including by incorporating into the Service, any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber Group, a Permitted Third Party or an Authorized User relating to the operation of the Service.

6.7 Export Restrictions. Subscriber agrees to not export or re-export the Service software, Documentation or Computer Software, any part thereof, or any process or service that is the direct product of the Service software (the foregoing collectively referred to as the "Restricted Components"), to any country, person or entity subject to U.S. export restrictions. Subscriber specifically agrees not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person or entity who you know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. Subscriber warrants and represents that neither the U.S. Commerce Department, Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

7. WARRANTIES AND DISCLAIMER

7.1 Mutual Warranties. Each party represents and warrants to the other that: (a) the Service Agreement Proposal has been duly executed and delivered and this Agreement including the executed Service Agreement Proposal constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution and delivery of the Service Agreement Proposal, or performance of the Agreement; and (c) the execution and delivery of the Service Agreement Proposal, and performance of this Agreement, does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

7.2 Personal Information. Subscriber Group represents and warrants that neither it nor any Authorized User will upload into the Service, or otherwise provide for processing by the Service, any data or information that may be deemed personal information of any individual person under the laws of any applicable jurisdiction, including, without limitation, the Gramm-Leach-Bliley Act, Health Insurance Portability and Accountability Act of 1996, and Family Educational Rights and Privacy Act (all of the foregoing, "Personal Information"), and (including, as applicable, any privacy rights defined in California AB-375 Privacy: personal information: businesses {refer to: https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB375}) without Company's prior written consent. If Personal Information is uploaded or otherwise provided, Subscriber Group represents and warrants that it and any Permitted Third Party has complied with all applicable laws with respect to the collection, transfer, and use of that Personal Information in connection with the Service, including without limitation proper disclosure and obtaining all required consents from each individual to transfer that Personal Information to servers associated with the Service located in the United States or elsewhere.

7.3 Third Party Products. Any third party products that are provided by Company in connection with the Service or Professional Services are provided pursuant to the terms of the applicable third party agreement as provided by Company to Subscriber, and Subscriber Group's use of any such third party product constitutes agreement to comply with the terms of the applicable third party agreement. Company assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any third party products.

7.4 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 7, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICE, COMPUTER SOFTWARE, OR DOCUMENTATION. COMPANY DOES NOT WARRANT THAT THE SERVICE, COMPUTER SOFTWARE OR DOCUMENTATION IS ERROR-FREE OR THAT OPERATION OR USE OF THE SERVICE, COMPUTER SOFTWARE OR DOCUMENTATION WILL BE SECURE OR UNINTERRUPTED.

COMPANY EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF USE OF THE SERVICE, COMPUTER SOFTWARE AND DOCUMENTATION. UNDER NO CIRCUMSTANCES WILL COMPANY HAVE ANY LIABILITY TO A SUBSCRIBER AFFILIATE, PERMITTED THIRD PARTY OR AUTHORIZED USER. COMPANY PROVIDES THE SERVICE, COMPUTER SOFTWARE AND DOCUMENTATION AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES OF LACK OF VIRUSES, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE SERVICE, DOCUMENTATION AND COMPUTER SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, WITH REGARD TO THE SERVICE, DOCUMENTATION OR COMPUTER SOFTWARE.

7.5 High-Risk Activities. THE SERVICE IS NOT DESIGNED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAILSAFE CONTROLS, INCLUDING WITHOUT LIMITATION OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SERVICE OR SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. COMPANY SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH HIGH-RISK ACTIVITIES.

8. INTELLECTUAL PROPERTY INFRINGEMENT

8.1 Defense of Infringement Claims. Company will, at its expense, either defend Subscriber Group from or settle any claim, proceeding, or suit ("Claim") brought by a third party against Subscriber Group alleging that its use of the Service infringes or misappropriates any patent, copyright, trade secret, trademark, or other intellectual property right if: (a) Subscriber gives Company prompt written notice of the Claim; (b) Subscriber Group grants Company full and complete control over the defense and settlement of the Claim; (c) Subscriber Group provides assistance in connection with the defense and settlement of the Claim as Company may reasonably request; and (d) Subscriber Group complies with any settlement or court order made in connection with the Claim (e.g., relating to the future use of any infringing Service). Subscriber Group will not defend or settle any Claim without Company's prior written consent. Subscriber Group will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Company will have sole control over the defense and settlement of the Claim.

8.2 Indemnification of Infringement Claims. Company will indemnify Subscriber Group from and pay (a) all damages, costs, and attorneys' fees finally awarded against Subscriber Group in any Claim under Section 8.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Subscriber Group in connection with the defense of a Claim under Section 8.1 (other than

attorneys' fees and costs incurred without Company's consent after Company has accepted defense of the Claim and expenses incurred pursuant to the last sentence of Section 8.1); and (c) all amounts that Company agrees to pay to any third party to settle any Claim under Section 8.1.

8.3 Exclusions from Obligations. Company will have no obligation under this Section 8 for any infringement or misappropriation to the extent that it arises out of or is based upon (a) use of the Service in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; (b) the Service is provided to comply with designs, requirements, or specifications required by or provided by or on behalf of Subscriber Group, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (c) use of the Service by Subscriber Group, any Authorized User, or any Permitted Third Party for purposes not intended or outside the scope of the rights granted in this Agreement; (d) failure of Subscriber Group, any Authorized User or any Permitted Third Party to use the Service in accordance with instructions provided by Company, if the infringement or misappropriation would not have occurred but for such failure; or (e) any modification of the Service not made or authorized in writing by Company where such infringement or misappropriation would not have occurred absent such modification.

8.4 Limited Remedy. This Section 8 states Company's sole and exclusive liability, and Subscriber Group's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third party intellectual property right by the Service.

9. SUBSCRIBER INDEMNIFICATION

9.1 Defense. Except to the extent a Claim arises from the gross negligence, willful misconduct or breach of this Agreement by Company, Subscriber Group will defend Company from any actual or threatened third party Claim arising out of or based upon use of the Service by Subscriber Group, Permitted Third Parties, or any Authorized User that is not in accordance with the terms of this Agreement, Company's use in accordance with this Agreement of the Subscriber Data or other materials or information provided by or on behalf of Subscriber Group, or breach of any of the provisions of this Agreement by Subscriber Group, Permitted Third Parties, or any Authorized User, if: (a) Company gives Subscriber prompt written notice of the Claim; (b) Company grants Subscriber full and complete control over the defense and settlement of the Claim; (c) Company provides assistance in connection with the defense and settlement of the Claim as Subscriber may reasonably request; and (d) Company complies with any settlement or court order made in connection with the Claim. Company will not defend or settle any Claim without Subscriber's prior written consent. Company will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Subscriber will have sole control over the defense and settlement of the Claim.

9.2 Indemnification. Subscriber Group will indemnify Company from and pay (a) all damages, costs, and attorneys' fees finally awarded against Company in any Claim under

Section 9.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Company in connection with the defense of a Claim under Section 9.1 (other than attorneys' fees and costs incurred without Subscriber's consent after Subscriber has accepted defense of the Claim); and, (c) all amounts that Subscriber agrees to pay to any third party to settle any Claim under Section 9.1.

10. LIMITATIONS OF LIABILITY

10.1 Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, COMPANY WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER GROUP, AUTHORIZED USERS OR PERMITTED THIRD PARTIES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE, DOCUMENTATION OR COMPUTER SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS THIS AGREEMENT, EVEN IF COMPANY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF COMPANY OR ANY SUPPLIER, AND EVEN IF COMPANY OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY IS NOT RESPONSIBLE FOR A TAXING AUTHORITIES OR GOVERNMENTAL AGENCIES FEES, DISALLOWANCE OF DOUBTFUL DEDUCTIONS OR DEDUCTIONS THAT ARE NOT SUPPORTED BY THE SUBSCRIBER WITH ADEQUATE DOCUMENTATION, NOR FOR RESULTING TAX, PENALTIES, AND INTEREST RELATED TO ANY OUTSTANDING TAX OR FEES.

10.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL COMPANY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL SUBSCRIPTION FEES PAID BY SUBSCRIBER TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY COMPANY TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 10 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

11. GENERAL

11.1 U.S. Government Use. If the Service is licensed under a United States government contract, Subscriber acknowledges that the Service is a "commercial item" as defined in 48 CFR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are defined in FAR Section 2.101 and Section 252.227-7014 of the Defense Federal Acquisition Regulation Supplement (48 CFR 252.227-7014) and used in 48 CFR 12.212 or 48 CFR 227.7202-1, as applicable. Subscriber also acknowledges that the Service is "commercial computer software" as defined in 48 CFR 252.227-7014(a)(1). United States government agencies and entities and others acquiring under a United States government contract shall have only those rights, and shall be subject to all restrictions, set forth in this Agreement.

11.2 Third Party Software Notices. The Service may contain third party software that requires notices. Such required third party software notices will be provided by Company (and as such, may be changed from time to time at Company's sole discretion), and are made a part of and incorporated by reference into this Agreement.

11.3 Relationship. Company will be and act as an independent contractor and not as agent or representative of Subscriber Group in the performance of this Agreement.

11.4 Assignability. Neither party may assign its rights, duties, or obligations under this Agreement (including by way of merger, acquisition, sale of assets, change of control or operation of law) without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, except that a party may assign this Agreement as a result of merger, acquisition, sale of assets, change of control, or operation of law without the other party's consent if (a) in the event of actual assignment, the assignee agrees in writing to assume and fulfill all of the assigning party's obligations under this Agreement, and (b) with respect to Subscriber, the proposed successor or controlling party is not a competitor of Company. Company may terminate this Agreement in its discretion if Subscriber assigns this Agreement to a competitor of Company or comes to be controlled by a competitor of Company.

11.5 Subcontractors. Company may use a subcontractor or other third party in carrying out its obligations under this Agreement so long as Company remains responsible for all of its obligations under this Agreement.

11.6 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or overnight courier, return receipt requested, to the appropriate party at the address set forth on the Service Agreement Proposal and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 11.6. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

11.7 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

11.8 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of California, U.S.A., without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

11.9 Arbitration. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any action arising out of or in connection with this Agreement will be settled by binding arbitration in California, U.S.A. under the Rules of the JAMS/End Dispute or other equivalent program by one arbitrator appointed in accordance with such rules. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The prevailing party will be entitled to receive from the other party its attorneys' fees and costs incurred in connection with any arbitration or litigation instituted in connection with this Agreement. Any litigation relating to this Agreement shall be subject to the jurisdiction of the United States Court with venue lying in California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys' fees and expenses.

11.10 Mitigation. Each party must use reasonable efforts to mitigate the impact of any damage arising out of or related to this Agreement.

11.11 No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement, including, without limitation, Subscriber Affiliates, Permitted Third Parties and Authorized Users.

11.12 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

11.13 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Service under this Agreement is found to be illegal, unenforceable, or invalid, Subscriber Group's right to use the Service will immediately terminate.

11.14 Headings. Headings are used in this Agreement for reference only and will not be considered when

**SERVICE AGREEMENT
TERMS AND CONDITIONS**

interpreting this Agreement.

11.15 Counterparts. The Service Agreement Proposal may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. The Service Agreement Proposal may also be executed and delivered by facsimile or electronically and such execution and delivery will have the same force and effect of an original document with original signatures.

11.16 Updates to this Service Agreement. Company may update this Service Agreement from time-to-time. This Service Agreement at the time of signing the Service Agreement Proposal will govern for the Initial Subscription Term of the Service Agreement Proposal. However, upon renewal of this Agreement, the then-current Service Agreement will govern for the next renewal term.

11.17 Entire Agreement. This Agreement, including all exhibits and schedules, is the final and complete expression of the agreement between these parties regarding Subscriber's use of the Service and Documentation. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications between the parties and or their Affiliates regarding these matters, all of which are merged into

this Agreement, including any prior Nondisclosure Agreement between the parties or their Affiliates. If there is a conflict between the terms of this Service Agreement and a Service Agreement Proposal, the terms of the Service Agreement Proposal will control. No employee, agent, or other representative of Company has any authority to bind Company with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of both parties. If this Agreement is translated into another language, the English language version will control. Neither party will be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by the other party in any acceptance, confirmation, invoice, purchase order, receipt, correspondence, or otherwise, unless Company specifically agrees to such provision in writing and signed by an authorized agent of Company.

[End of Service Agreement]

**SERVICE AGREEMENT
TERMS AND CONDITIONS**

IN WITNESS WHEREOF, the parties hereto by their respective duly authorized officers have executed this Agreement on the dates noted below to be effective as of the Effective Date.

SUBSCRIBER

COMPANY

BY: _____

BY: _____

NAME: _____

NAME: _____

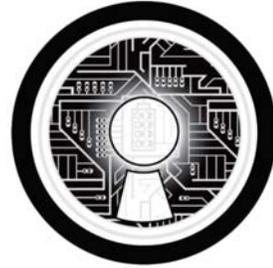
AT: _____

AT: _____

DATE: _____

DATE: _____

Service Agreement Proposal



City of Hendersonville, NC

Prepared for: Amber Glisson
 Date Delivered: 06/20/2020
 Sales Rep: Nathaniel Ferraco
 Prepared by: iNET Inc (iParq)

I. Software

Item	Description	Quantity	Unit of Measure	Unit Price	Status	Billed
iParq Enforcement and Adjudication Module	Online adjudication, Online secure payment portal to pay parking citation online. Online citation appeals module, Scofflaw management module to track and restrict parking privilege to repeat violators, Automated aging actions for email and USPS correspondence. Enforcement Management Software solution with full administrative access, customization, and control. iParq will grant you the use of the Software Product pursuant to the acceptance of iParq Licensing and Terms. iParq grants you the right to use the Software Product via any standard web browser over the World Wide Web (www.). This does not include license plate recognition integration.	1	Per Month	\$300.00	Active	Upon Contract Execution

II. Software Maintenance

Item	Description	Quantity	Unit of Measure	Unit Price	Status	Billed
iParq Parking Database Management Support	Parking Database Management Storage, Security & Disaster Recovery Solution. Implement multiple disaster recovery solution, manage & secure management database. Includes the parking management system software license, patches, updates, and upgrades.	1	Per Month	\$250.00	Active	Upon Contract Execution
iParq Handheld Application Software and Support	iParq Parking Management System Software and hardware support services includes client support services and operational support services	1	Per Month	\$500.00	Waived	Go Live Date
Parking Management Hosting Solution Services Fee	Configure & manage cloud hosting servers and ensure adequate parking database storage, system security & system disaster recovery solutions are in place	1	Per Month	\$200.00	Waived	Upon Contract Execution

III. Hardware (Lease Only)

Item	Description	Quantity	Unit of Measure	Unit Price	Status	Billed
iParq Enforcement or POD Handheld Units (LEASE) & Printer	Small, color, wireless, digital camera, scan barcode, handheld issuance device (Samsung S9) including Cellular wireless data connection plan for real time connection; Rugged thermal printer (Zebra ZQ310), battery, AC adapter, and hardware service warranty for all repairs/replacements (Warranty covers replacement or repair of any inoperable equipment due to MFG defect, normal wear and tear, and replacement of any out of date hardware that our software will no longer support during the term of the contract. Warranty excludes lost/stolen hardware). Otter boxes and shoulder straps are provided upon request. (Note: Additional 10% of Required Qty of Handheld Units ordered will be provided as Back Up at no cost to client). Includes 2 GB data, additional data \$20 per GB. Includes enforcement handheld software license update, upgrades, and software support services. iParq will grant you the use of the Software Product pursuant to the acceptance of iParq Licensing and Terms. iParq grants you the right to use the Software Product via any standard web browser over the World Wide Web (www.).	1	Per Unit Per Month	\$120.00	Active	Upon Contract Execution

V. Installation / Implementation

Item	Description	Quantity	Unit of Measure	Unit Price	Status	Billed
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Standard System Set-up (Enforcement Only)	Includes system software and handheld implementation setup & guideline schedule, software testing and post-installation follow up	1	One Time Fee	\$2,200.00	Active	Upon Contract Execution
Data Conversions	<p>Client has requested a legacy data migration of client data.</p> <p>iParq will provide the client the Parking Management legacy data currently hosted by the Current Vendor as defined in the Scope of Work, while adhering to the following business rules:</p> <ul style="list-style-type: none"> - iParq will provide specifications to the client to communicate iParq Data Migration requirements to the Current Vendor. - iParq will work directly only with a client representative assigned to this project as a main point of contact for iParq communications. Client may not designate as their representative (main point of contact) for this project any employee and/or contractor affiliated with the Current Vendor. - Based on Non-Disclosure and Confidentiality Agreements currently in force, all iParq interactions with the Current Vendor will be monitored, brokered, presented, and/or communicated by the client representative on behalf of iParq. <p>Scope of Work</p> <ul style="list-style-type: none"> - iParq will provide two Preliminary dataset migrations and one Final dataset migration. If additional data migrations are required, iParq will provide revised pricing based on Scope of Work. - Pricing is based on a maximum of 2 years of historical data. If additional years of data are required, iParq will provide revised pricing based on Scope of Work. - Any additional Data migrations requested by the client, iParq will provide revised pricing based on Scope of Work. - Any additional requirements not included in the Scope of Work that is identified by a client representative will be considered as a "Change Order" (\$175 per Request), requiring approval of additional Proposals for Products and Services - The Scope of Work defined herein is based on a set price and is not divisible. <p>Preliminary Dataset 1 First data migration based on client specified partial dataset provided by the client to iParq. Client will review data in iParq Staging server and compare to their current enterprise parking management system. Any variances will be resolved by the Current Vendor and the client representative.</p> <p>Preliminary Dataset 2 Second data migration based on full dataset to current date provided by the client to iParq. Client will review data in iParq Staging server and compare to their current enterprise parking management system. Any variances will be resolved by Current Vendor and the client.</p> <p>FINAL Dataset Final data migration based on full dataset to current date provided by the client to iParq. Client will review data in iParq staging server and compare to their enterprise parking management system and provide approval for data to go live in iParq Production server.</p>	1	One Time Fee	\$2,500.00	Active	Upon Contract Execution
ParkMobile Integration	Pay by Cell Integration	1	One Time Fee	\$2,000.00	Active	Upon Contract Execution
Automated Merchant Systems Inc. /Bridgepay Integration	Custom Merchant Processor Integration	1	One Time Fee	\$8,750.00	Active	Upon Contract Execution
T2 Integration	Pay Station Integration	1	One Time Fee	\$3,500.00	Active	Upon Contract Execution

50 States Registered Owner Information using License Plate or VIN Identification via NLETs and client provided ORI	Direct DMV online module. Retrieve register owner information to send notice, holds, or releases.	1	Per Month	\$250.00	Active	Upon Contract Execution
Operations Change Order	Client initiated changes in permit design or implementation schedule post sign-off. Any additional requirements not included in the Scope of Work will be considered as a "Change Order" requiring approval of additional Proposals for Products and Services.	1	Per Change Order	\$175.00	Active	Upon Request

VI. Travel / Training

Item	Description	Quantity	Unit of Measure	Unit Price	Status	Billed
Travel Expense	Includes Car Rental, Hotel, Airfare, Food (when visits are not for Training)	1	Per Day	\$1,250.00	Active	Upon Request
Custom Onsite Training	Custom onsite training session provide personalized classroom material based on institution request. Includes travel expense, airfare, and lodging. (Standard Rate will apply beyond Scope of Work)	1	Per Day	\$1,250.00	Active	Upon Request

VIII. Citations

Item	Description	Quantity	Unit of Measure	Unit Price	Status	Billed
iParq Standard Citation or Notice Paper	iParq Standard Citation or Notice paper.	1	Per Roll	\$9.00	Active	Upon Request
Citation Issuance Fee - Electronic & Manual	Processing fee for each electronic and manual citation that is entered into the Enforcement System	1	Per Citation Issued	\$0.99	Active	Go Live Date
Citation Payment Collection Fee - Based on Total \$ Collected / Transferred to Collections (Non - Revenue Share Model)	Citation payment collection fee for each payment transaction processed with enforcement system	1	Per Citation Collected	\$0.99	Waived	Go Live Date
Citation Payment Transaction Fee	Citation payment transaction fee for each payment transaction processed with enforcement system	1	Per Citation Transaction	\$2.95	Paid by Parker	Go Live Date
Nationwide Register Owner Lookup (NLETs)	(NLETs) National DMV register owner lookup retrieval service using License Plate or VIN identification	1	Per Lookup	\$0.25	Active	Go Live Date
Delinquent Notification Mailer	Delinquent notification mailer includes United States Postal Service First Class Mail Delivery	1	Per Mailing	\$0.85	Active	Go Live Date
Emailing of Citation notices	Automated citation notification and appeal status emails	1	Per Email	\$0.10	Waived	Go Live Date

X. Added Value Services

Item	Description	Quantity	Unit of Measure	Unit Price	Status	Billed
Standard Rate: Custom Programming, Database Subsystem Integration Services, or Reporting Beyond Scope of Work	Custom Programming / Integration beyond the scope of work/Develop custom report beyond the scope of work. (iParq Timeline, Normal Business Hours to achieve Milestone)	1	Per Hour	\$350.00	Active	Upon Request
After Hours/Rush Order Rate: Custom Programming, Database Subsystem Integration Services, or Reporting Beyond Scope of Work	Custom Programming / Integration beyond the scope of work/Develop custom report beyond the scope of work. 1.5 times Standard Rate. (Client Timeline, After Business Hours work required to achieve Milestone)	1	Per Hour	\$525.00	Active	Upon Request
Shipping Cost	Pass-through cost for shipping permits, handhelds, and any other products requested by client. (as needed - both directions). Shipping charges for replacements are paid by the client.	1	Per Shipment	PASS THROUGH	Active	Upon Contract Execution

XII. Accounting Fees

Item	Description	Quantity	Unit of Measure	Unit Price	Status	Billed
Visa and Mastercard	Credit card processing fee using Visa and MasterCard	1	Per Transaction	3.25%	Active	Go Live Date
American Express and Discover	Credit card processing fee using American Express and Discover	1	Per Transaction	3.75%	Active	Go Live Date
Electronic Check	Processing fee for electronic check transactions. This payment type may only be used with iParq Merchant account (Service Not available for Client Owned Merchant Account).	1	Per Transaction	3.25%	Active	Go Live Date
Financial Services Fee (billed as needed)	NSF Checks, Chargebacks, and ACH Declines	1	Per Transaction	\$40.00	Active	Go Live Date
Refund Fee (billed as needed)	Financial Services	1	Per Transaction	\$10.00	Active	Go Live Date
Paper Check Issuance (for remitted payment to authorized agencies)	Financial Services. Fee in addition to refund fee.	1	Per Check	\$10.00	Active	Go Live Date
Statement and Invoice Delivery - 20th	iParq Accounting (accounting@iparq.com) will send statements and invoices on the 20th of each month	1	Per Month	\$0.00	Active	Go Live Date

- Statements will be invoiced
- iParq makes no warranties/guarantees for any processes, features, or use of data beyond the defined Scope of Work.
- Any additional requirements not included in the Scope of Work, that is identified by the client representative will be considered as a "Change Order", requiring approval of additional Proposals for Products and Services.
- Any work or assurance required outside the scope of work defined herein will be the responsibility of the client.
- All prices exclude taxes and any other out of pocket costs incurred by iParq to deliver and or install equipment and other materials.
- The Scope of Services defined herein is based on a set price and is not divisible.
- Circumstances encountered during the performance of the engagement that warrant additional time, expense or other cost could cause us to be unable to complete the engagement within the above estimates. Both parties will endeavor to notify the other party of any such circumstances as they
- The above Pricing Proposal is Confidential and the sole property of INET Inc. dba iParq. It has been provided to you (the "Client") for your review only. Distribution of these materials beyond the entity defined will be considered a breach of Confidentiality, subject to actions as defined within the executed Non-Disclosure Agreement.
- Price quotes valid for sixty (60) days. All prices quoted in U.S. Dollars (USD).

Signature

Print Name / Title

Date

Status	Definitions
Opt Out	A line item on the Pricing Proposal is identified as "Opt Out" when Client is not using that particular service/Product and does not see any charge for it from iParq.
Active	Services currently turned on and/or for future use. Previously called Opt In.
Option to be Negotiated	For items where the client is undecided. Must be changed to Active or Opt Out before client signs.
Paid by Parker	Fee paid by parker (student, employee, citizen , etc.), not paid by institution/Client.
Waived	A line item on the Pricing Proposal is identified as "Waived" when Client uses but is NOT being charged for the service/Product



PARKING SERVICES AGREEMENT

THIS PARKING SERVICES AGREEMENT is made and entered into as of this 2nd day of July, 2020 (the “Effective Date”), by and among Parkmobile, LLC, a Delaware limited liability company (“Parkmobile”), and the City of Hendersonville, a North Carolina municipality (“Client”).

RECITALS:

WHEREAS, Parkmobile is engaged in the business of providing integrated solutions for the management of parking-related matters, which may include providing a system for the electronic payment of on-demand, reservation and/or permit parking, related back-office administration, and assistance with and a system for the marketing and sale of such parking through the Internet and Parkmobile proprietary websites and mobile applications (collectively, the parking services purchased by Client hereunder and as further described in Schedule 1 are referred to as the “Parkmobile Services”); and

WHEREAS, Parkmobile and Client desire to enter into a mutually beneficial arrangement pursuant to which Parkmobile will provide the Parkmobile Services to Client as described herein; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise expressly indicated in this Agreement, the following terms if used in this Agreement will have the following meanings (such meanings to be applicable equally to the singular and plural forms of the terms defined):

1.1 “Agreement” means this Parking Services Agreement, any additional terms and conditions which are acknowledged or agreed upon by Client in connection with the Parkmobile Services, and any agreements or orders referencing this Parking Services Agreement, all as amended from time to time.

1.2 “Application” means Parkmobile’s proprietary mobile applications and other properties as Parkmobile may develop for use in connection with the Parkmobile Services, including for the purpose of scheduling, starting, extending and completing Transactions and making payment for all related charges and fees.

1.3 “Emerging Parking Revenue” means the Total Price generated by Users using an Emerging Payment Method less User Fees charged by Parkmobile, Transaction Processing Fees, and any applicable bank transfer and other third-party fees.

1.4 “Facility” means the parking facilities listed in Schedule 3, which is attached hereto and incorporated herein, and any additional parking facilities agreed upon in writing by the parties from time to time.

1.5 “Fees” means any and all fees charged by Parkmobile in connection with the Parkmobile Services.

- 1.6** “Inventory” means parking space inventory at the Facilities.
- 1.7** “IVR System” means Parkmobile’s interactive voice response system.
- 1.8** “Law” means any applicable laws, rules or regulations, as amended and updated from time to time.
- 1.9** “Net Parking Revenue” means the Total Price generated by Users using a Traditional Payment Method, less User Fees charged by Parkmobile, Transaction Processing Fee, and any applicable bank transfer and other third-party fees.
- 1.10** “Parking Fee” means, for each Transaction, the amount set by Client for a given Transaction. Parking Fees do not include the User Fee.
- 1.11** “Parking Permit” means a pre-paid parking permit featuring a bar-code, alphanumeric combination or other identification credential (e.g. license plate, Transaction number, beacon identification, RFID tag, sticker, proxy cards, etc.) to be scanned upon arrival at a Facility and which will grant the User a license to park one (1) vehicle at the Facility for a specified period of time, subject to the applicable rules and regulations for use of the Facility as determined by Client.
- 1.12** “Personal Information” means any information that identifies or could be used to identify an individual.
- 1.13** “Platform” means collectively the Application; Parkmobile Services; Site(s); IVR System; Technology; any Parkmobile technologies, functions, servers, databases, and parking management systems; other Parkmobile products, services, content, features, technologies, functions, applications, and related websites or other applications; and any updates, changes, revisions or additions thereto.
- 1.14** “Report” means a detailed statement of information related to the Transactions, as more particularly described in Schedule 2 attached to this Agreement and incorporated herein.
- 1.15** “Service Fee” means the fees charged by Parkmobile in connection with the Parkmobile Services and listed as Service Fees on Schedule 3.
- 1.16** “Site(s)” means any website owned or controlled by Parkmobile.
- 1.17** “Technology” means any and all Parkmobile technology (including, but not limited to, application programming interfaces, software, etc.) provided by Parkmobile to Client that is necessary for Client to use and access the Parkmobile Services solely as contemplated hereunder.
- 1.18** “Total Price” means the total amount to be charged to the User for each type of Transaction, including (as applicable) the Parking Fee, any User Fee, Service Fee or other fees which may be charged in accordance with this Agreement, including Schedule 3.
- 1.19** “Transaction” means a User’s purchase through the Platform of the right to use a parking space, charging station, or other service for a certain period of time.
- 1.20** “Transaction Processing Fee” means merchant processing, gateway and related fees at \$0.15 plus 3% of the Parking Fee per authorized Transaction or such other amount as expressly set forth on Schedule 3.

1.21 “User” means the individual end user using the Platform other than Client.

1.22 “User Data” means all data collected from Users in connection with their use of the Platform, including during the registration process and which may include Personal Information.

1.23 “User Fee” means the fees charged by Parkmobile in connection with the Parkmobile Services and listed as User Fees on Schedule 3.

ARTICLE 2 PARKMOBILE SERVICES

2.1 **Services Provided by Parkmobile.** During the Term (as defined below), Parkmobile shall provide the Parkmobile Services for Client. The parties mutually shall agree upon the launch date for the Parkmobile Services. Parkmobile shall provide the Parkmobile Services in accordance with the service levels set forth on Schedule 2, as the same may be amended by Parkmobile from time to time. If Client desires additional services that are not expressly agreed upon in this Agreement, the parties shall negotiate regarding such additional services, including the amount of additional compensation to Parkmobile, and will memorialize their agreement, if any, in either a separate written contract or an amendment to this Agreement.

2.2 **Help and Support.** Parkmobile agrees to use commercially reasonable efforts to assist Client with technical support that Client may reasonably require in relation to the Parkmobile Services. Parkmobile agrees to provide Client with the preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support with respect to the Parkmobile Services that it generally provides to clients.

2.3 **Error Corrections.** Each of Parkmobile and Client shall promptly notify the other of any errors or interruptions in the Parkmobile Services. In the event of any errors or interruptions in the Parkmobile Services, Parkmobile’s sole and exclusive obligation shall be to use commercially reasonable efforts to repair or restore that portion of the Parkmobile Services as promptly as possible. The form of such repair or restoration will be determined by Parkmobile.

2.4 **Publicity of Services.** Subject to Section 5.7 below, all brochures and promotional materials to be distributed by Client in connection with the Parkmobile Services shall be in a form mutually agreed upon by the parties, which approval shall not be unreasonably withheld or delayed.

2.5 **Cooperation.** Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.6 **Exclusivity.** Parkmobile shall be the exclusive provider of electronic payment on-demand parking services for Client during the Term.

2.7 **Authority of the Parties.** Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as expressly set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power or authority with respect to the other party.

2.8 **Status Meetings.** On periodic basis, but not less than twice per year, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Parkmobile Services

and the parties' relationship hereunder, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and work directly with one another to work to ensure that all Parkmobile Services are completed on a timely and complete basis. All meetings pursuant to this Section 2.8 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

2.9 Parking Information. Client is responsible for setting rates and zones and other required information regarding its parking inventory offered through the Parkmobile Services and for keeping such information up to date within the Parkmobile Services.

ARTICLE 3 FEES; EXPENSES

3.1 Fees. The Fees applicable to the Parkmobile Services are set forth on Schedule 3. For each Transaction, Parkmobile shall charge the User the Total Price. Parkmobile reserves the right to increase Fees upon sixty (60) days notice to Client which notice may be via email, web portal or other method.

3.2 Merchant of Record.

(a) If Parkmobile is the merchant of record ("MOR") for the Parkmobile Services as shown in Schedule 3, then Client shall provide to Parkmobile: (a) a Client Electronic Funds Authorization Form (in the form of Schedule 4 attached to this Agreement and incorporated herein), (b) a W-9, and (c) a copy of a voided check or bank letter with account info (collectively, the "Distribution Information") prior to remittance by Parkmobile of any amounts due hereunder. Parkmobile will retain all amounts due Client without penalty until Parkmobile receives the Distribution Information from Client. Thereafter, Parkmobile shall remit amounts due Client as set forth in Schedule 3 on the 15th of the following month. Client hereby appoints Parkmobile as its limited agent to accept and process payments in connection with the Parkmobile Services and acknowledges that receipt of payment from Users in connection with the Parkmobile Services by Parkmobile shall be deemed the same as receipt by Client itself.

(b) If Client is the MOR as shown in Schedule 3, Client shall pay Parkmobile all amounts due Parkmobile not later than thirty (30) business days after the date of Parkmobile's invoice. Late payment interest of the lesser of ten percent (10%) per annum or the maximum rate permitted by Law may be assessed by Parkmobile on any payment past due, in which case such interest shall accrue from the payment due date to the date payment is received.

(c) Client hereby appoints Parkmobile as its limited agent to accept and process payments in connection with the Parkmobile Services and acknowledges that receipt of payment from Users in connection with the Parkmobile Services by Parkmobile shall be deemed the same as receipt by Client itself.

3.3 Taxes. Except as otherwise noted herein, Parkmobile's prices do not include sales, use, revenue, excise or similar taxes. Accordingly, in addition to the prices specified herein, the amount of any sales, use, revenue, excise or other similar tax applicable to the Parkmobile Services provided hereunder shall be paid by Client, or, in lieu thereof, Client shall provide Parkmobile with a tax exemption certificate issued by the appropriate taxing authority.

3.4 Billing Disputes. Client shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to Parkmobile in writing with an explanation of the reason for the dispute.

If any payment dispute is resolved by Parkmobile in favor of Client, Parkmobile shall credit Client on the immediately subsequent invoice issued to Client.

3.5 Expenses. Except as otherwise provided herein, Parkmobile shall not charge Client any costs for the integration of Client's system(s) or for the management of the Parkmobile Services. Parkmobile shall charge Client for ordinary, necessary and reasonable third-party costs on a direct cost basis and only after the prior approval of Client.

ARTICLE 4 TERM; TERMINATION

4.1 Term. The initial term of this Agreement shall commence as of the Effective Date and end three (3) years from the Effective Date (the "Initial Term"). Following the Initial Term, the Agreement shall automatically renew for consecutive one (1) year renewal terms (each a "Renewal Term"), provided that neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term. The date on which this Agreement is terminated or expires as provided herein is called the "Termination Date," and the period from the Effective Date through the Termination Date is herein called the "Term."

4.2 Termination for Cause.

(a) Either party may terminate this Agreement, including the rights granted herein, if the other party breaches any provision of this Agreement and fails to remedy such breach within forty-five (45) days after receiving written notice thereof.

(b) Should a party (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the other party, at its option and without prior notice, may terminate this Agreement effective immediately.

4.3 Effect of Termination.

(a) Upon termination or expiration of this Agreement (i) each party shall pay the other party any amounts then accrued and properly payable under this Agreement; (ii) each party promptly shall return to the other party all Confidential Information of such other party, (iii) Client promptly shall return to Parkmobile all materials in its possession provided by Parkmobile or otherwise created or produced by Parkmobile in connection with the performance of the Parkmobile Services hereunder; and (iv) Client shall discontinue all use of the Technology and any and all intellectual property of Parkmobile.

(b) Notwithstanding the exercise by any party of its rights under this Article 4, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination).

ARTICLE 5
ADDITIONAL COVENANTS OF THE PARTIES

5.1 Confidentiality. Each party (“receiving party”) acknowledges that all non-public information and data (including trade secrets) of the other party (“disclosing party”) including, but not limited to, information and data relating to the other party’s products, services, employees, customers, pricing, software, business, finances, marketing and promotions is the confidential and proprietary information of the disclosing party (“Confidential Information”). User Data is the property of and deemed the Confidential Information of Parkmobile. Except as otherwise set out herein, neither party shall disclose any Confidential Information of the other party to any third party or use it for its own benefit or the benefit of a third party, and each party shall take reasonable measures to protect the confidentiality of Confidential Information of the disclosing party and prevent its disclosure to others.

(a) Each receiving party may disclose the Confidential Information of the disclosing party to its affiliates and their respective employees and agents who are directly involved in the performance of this Agreement, who have a need to know and who are obligated in writing to honor the restrictions on disclosure and use of such Confidential Information set forth in this Agreement (the persons to whom such disclosure is permissible being collectively known as “Representatives”). Each receiving party shall be responsible for any breach of this Section 5.1 by its Representatives. Each receiving party shall not disclose, without the prior written consent of the disclosing party, any of such disclosing party’s Confidential Information that it has learned either during the course of this Agreement or in discussions and proposals leading up to this Agreement, except as expressly permitted hereunder or as may be required by Law. Each receiving party shall not use the Confidential Information of the disclosing party for any purpose other than that for which it was disclosed in order to exercise its rights and perform its obligations hereunder.

(b) Each disclosing party’s Confidential Information shall remain the property of such disclosing party. Upon the disclosing party’s request and any termination or expiration of this Agreement, the receiving party shall deliver, erase or destroy (at the disclosing party’s option) the disclosing party’s Confidential Information, and shall confirm to the disclosing party in writing that all such documents and things have been so provided, erased or destroyed.

(c) The foregoing obligations shall not apply to any Confidential Information that: (i) is in the public domain without breach of this Agreement by the receiving party; (ii) a receiving party can demonstrate was rightfully known prior to receipt from the disclosing party; or (iii) was subsequently received by the receiving party from a third party without any obligation of confidentiality to the disclosing party.

(d) Additionally, the receiving party may disclose the disclosing party’s Confidential Information if the information is disclosed by the receiving party pursuant to a requirement of a governmental agency or by operation of law; provided however, that the receiving party shall first notify disclosing party prior to disclosure, if allowed by Law, in order to give the disclosing party a reasonable opportunity to seek an appropriate protective order or waive compliance with the terms of this Agreement and shall disclose only that part of the Confidential Information which the receiving party is required to disclose. To the extent a party determines it is advisable to file a copy of this Agreement with a governmental agency, including the United States Securities and Exchange Commission, that party and its counsel shall work with the other party and its counsel to obtain confidential treatment of relevant portions of this Agreement, including, without limitation, product and service specifications and pricing information.

(e) Each party agrees that irreparable damage may occur, and that monetary damages may be an insufficient remedy at law, in the event that any of the provisions of this Section 5.1 is not

performed by the other party and that each party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

(f) Each receiving party's obligation with respect to the Confidential Information of a disclosing party shall expire three (3) years after the termination or expiration of this Agreement; provided, however, that each party's obligations with respect to the trade secrets of a disclosing party shall remain in effect throughout the Term and at all times thereafter, but only for so long as such information remains a trade secret.

5.2 Information. Subject to Section 5.1 and any applicable Law, each party shall provide the other party with all information regarding itself and the transactions under this Agreement that the other party reasonably believes is required to comply with all applicable Law and to satisfy the requesting party's obligations hereunder. Any information owned by one party that is provided to the other party pursuant to this Agreement shall remain the property of the providing party. Except as set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights, licenses or otherwise in any such information.

5.3 Records. Each party shall maintain and retain records related to this Agreement, including the provision of the Parkmobile Services hereunder, consistent with such party's historical policies regarding retention of records. Subject to this Section 5.1, as needed from time to time during the Term and for three (3) years following expiration or termination of the Agreement, unless otherwise prohibited by applicable Law, the parties shall provide each other with records related to this Agreement to the extent that (a) such records exist in the ordinary course of business, and (b) such records are reasonably necessary for the requesting party to comply with its obligations under this Agreement or applicable Law.

5.4 Privacy & User Data. Each of Parkmobile and Client agree that it will use reasonable security practices and procedures appropriate to the nature of any Personal Information obtained in connection with this Agreement (including as part of the User Data) to safeguard such information. Each of Parkmobile and Client agree to comply with all applicable Law with regard to their use, disclosure, access and maintenance of Personal Information. Client shall be fully responsible and liable for any use or misuse of any User Data and Personal Information which Client accesses or obtains hereunder.

5.5 Insurance. Parkmobile shall keep all of its insurable properties adequately insured against losses, damages and hazards as are customarily insured against by businesses engaging in similar activities or owning similar properties and at least the minimum amount required by applicable Law.

5.6 Technology Sublicense.

(a) During the Term, Parkmobile hereby grants Client a personal, limited, nonexclusive, non-transferable, non-sublicensable, revocable right and sublicense to use the Technology solely in connection with the Parkmobile Services and as contemplated by this Agreement.

(b) Client shall not use the Technology for any use other than in connection with the Parkmobile Services and shall be fully responsible and liable for any use or misuse of the Technology. Client has and acquires no interest in or right to use the Technology or any improvements thereto or modifications thereof except as expressly set forth herein. In all instances, Client's use of the Technology shall inure to Parkmobile's benefit. During the Term or at any time thereafter, Client shall not commit, or cause any third party to commit, any act challenging, contesting or impairing or attempting to impair Parkmobile's right, title and interest in and to the Technology or the validity thereof.

5.7 Trademark License & Branding.

(a) Each party (“licensor”) grants the other party (“licensee”) a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use licensor’s trademarks, trade names and logos (the “Marks”) during the Term solely in connection with the Parkmobile Services as provided hereunder. Any such use by licensee is subject to and must be in accordance with licensor’s guidelines (as updated from time to time) if and as provided by licensor to licensee. In addition, any use by licensee of licensor’s Marks is subject to licensor’s prior written (which includes email) approval. Client agrees to use commercially reasonable efforts to obtain for Parkmobile a license to use the Marks and photos or video assets associated with a Facility (including where Client is not the Facility owner) and any tenants of a Facility in connection with Parkmobile’s marketing of the Parkmobile Services as available at such Facility. If Client cannot obtain such license(s), Parkmobile has no obligation to include or use such Marks in connection with the Parkmobile Services provided hereunder. Parkmobile reserves the right to change its name, branding and signage at any time during the Term.

(b) Licensee shall not make any use of licensor’s Marks in a manner that dilutes, tarnishes or blurs the value of such Marks. Licensor owns all Marks and any and all goodwill associated with such Marks and all such goodwill and other propriety rights created by or resulting from licensee’s use shall inure to the benefit of licensor.

5.8 Ownership of Intellectual Property. Client acknowledges and agrees that Parkmobile or its licensors are the owners of all right, title and interest in and to the Platform, User Data, the Technology, all deliverables created by Parkmobile hereunder, any other Parkmobile intellectual property and all appurtenant patent, copyright, trademark, trade secret and other intellectual property or proprietary rights associated with any of the foregoing. To the extent Parkmobile provides any deliverable to Client for its use hereunder (e.g. material for inclusion on a Client-hosted website to direct Users to a Site), Client is hereby granted a limited, revocable, non-sublicensable and personal right to use such deliverable solely during the Term in accordance with any instructions provided and solely in connection with the Parkmobile Services. The provision of any such deliverable to Client does not constitute a sale of such deliverable. Client shall not assign, sublicense, transfer, pledge, lease, rent or share any rights under the foregoing license to any third party unless expressly permitted in writing by Parkmobile. Client shall be fully responsible and liable for any use or misuse of the foregoing. Client further agrees that all deliverables shall be deemed Parkmobile Confidential Information.

5.9 Reservation of Rights. All rights not expressly granted to Client under this Agreement are reserved to Parkmobile. All intellectual property rights related to the Platform, including but not limited to the Parkmobile Services, as well as any additional services, software, technology or systems developed by Parkmobile, belong to Parkmobile.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

6.1 Representations and Warranties. Each of Parkmobile and Client hereby represents, warrants and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate, governmental or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement, perform its obligations and grant any licenses granted hereunder;

(d) It has all rights, titles and interests necessary to grant any licenses granted hereunder;

(e) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound, or any agreement with or obligation to a third party; and

(f) It at all times shall comply with applicable Law.

6.2 Disclaimer of Warranties. THE PLATFORM, INCLUDING THE PARKMOBILE SERVICES, ARE PROVIDED “AS IS” AND WITH ALL FAULTS. CLIENT ACKNOWLEDGES AND AGREES THAT PARKMOBILE SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY OR NONCONFORMITY IN THE PLATFORM, INCLUDING THE PARKMOBILE SERVICES. WITHOUT LIMITING THE FOREGOING, CLIENT ASSUMES ALL RISKS ASSOCIATED WITH THE PLATFORM, INCLUDING THE PARKMOBILE SERVICES. OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE PARKMOBILE SERVICES TO BE PERFORMED HEREUNDER, OR THE RESULTS OBTAINED THEREBY.

6.3 Indemnification.

(a) Parkmobile (an “Indemnifying Party”) shall indemnify, defend and hold harmless Client, its affiliates, and their respective successors, assigns, officers, directors, employees, and representatives (each a “Client Indemnified Party”) from and against any liability, damage, loss, cost, expense (including reasonable attorneys’ fees and expenses), claim, lien, demand, payment, suit, action, recovery and judgment of every nature and description (“Claim”) incurred by such Client Indemnified Party or made, brought or recovered against such Client Indemnified Party by a third party to the extent resulting from or arising out of: (i) the error, omission or other negligence or willful misconduct of Parkmobile or its employees, agents or contractors, (ii) the breach or inaccuracy of any of Parkmobile’s representations or warranties in this Agreement; (iii) the breach of any of Parkmobile’s covenants or agreements in this Agreement; or (iv) any violations of Law by Parkmobile or its employees, agents or contractors in performing its obligations in connection with this Agreement. The duty to defend is separate from the duty to indemnify.

(b) Client (an “Indemnifying Party”) shall indemnify, defend and hold harmless Parkmobile, its affiliates, and their respective successors, assigns, officers, directors, employees, and representatives (each a “Parkmobile Indemnified Party”) from and against any Claim incurred by such Parkmobile Indemnified Party or made, brought or recovered against such Parkmobile Indemnified Party by a third party to the extent resulting from or arising out of: (i) the error, omission or other negligence or willful misconduct of Client or its employees, agents or contractors, (ii) the breach or inaccuracy of any of the Client’s representations or warranties in this Agreement; (iii) the breach of any of Client’s covenants or

agreements in this Agreement; or (iv) any violations of Law by Client or its employees, agents or contractors in connection with this Agreement. The duty to defend is separate from the duty to indemnify.

(c) If the Indemnified Party seeks indemnification under this Section 6.3, it shall promptly notify the Indemnifying Party of the Claim and allow the Indemnifying Party a reasonable opportunity to exercise control over defense and settlement of the Claim using Indemnifying Party's counsel. Provided the Indemnifying Party actively assumes control of defense, its indemnification obligations shall not apply to amounts paid in settlement entered into without the Indemnifying Party's consent which will not be unreasonably withheld or delayed. The Indemnifying Party shall not settle or consent to a judgment that materially and adversely affects the rights or interests of the Indemnified Party, requires the Indemnified Party to admit liability of any kind or imposes obligations on the Indemnified Party, without the prior express written consent of the Indemnified Party which will not be unreasonably withheld or delayed. The Indemnified Party and its employees and agents shall cooperate with the Indemnifying Party in its investigation and defense at the Indemnifying Party's expense.

6.4 Limitation of Liability. THE AGGREGATE LIABILITY OF PARKMOBILE FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE IS BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT EARNED BY PARKMOBILE IN CONNECTION WITH THE PARKMOBILE SERVICES HEREUNDER. EACH PARTY HERETO AGREES THAT EACH OTHER PARTY SHALL NOT BE LIABLE TO SUCH PARTY OR ANYONE ACTING THROUGH SUCH PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ARTICLE 7 MISCELLANEOUS

7.1 Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations under this Agreement to the extent such failure or delay is caused by an act of God, act of a public enemy, war or national emergency, rebellion, insurrection, riot, epidemic, quarantine restriction, fire, flood, explosion, storm, earthquake, interruption in the supply of electricity, power or energy, terrorist attack, labor dispute or disruption, or other event beyond the reasonable control of such party and without the fault of or negligence by such party (each, a "Force Majeure Event"). If a party's performance under this Agreement is affected by a Force Majeure Event, such party shall give prompt written notice of such event to the other party, stating the date and extent of such suspension and the cause thereof, and shall at all times use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on its performance under this Agreement; provided, that such party shall take measures to overcome the condition that are consistent in all material respects with the measures taken in connection with such party's business. The parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both parties, of such condition. In the event of a Force Majeure Event that affects either or both parties' ability to perform under this Agreement, the parties agree to cooperate in good faith to resume the affected services as soon as commercially possible to the extent commercially reasonable.

7.2 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (a) in person; (b) by any national overnight courier or other service providing evidence of delivery, or by registered or certified mail (postage prepaid, return receipt requested); or (c) by facsimile with a copy delivered the next business day by any

overnight courier or other service providing evidence of delivery, to the respective parties at the following addresses:

To Parkmobile:	Parkmobile, LLC 1100 Spring Street NW, Suite 200 Atlanta, Georgia 30309 Attention: Legal Department Telephone: (770) 818-9036 Email: legal@parkmobile.io
To Client:	City of Hendersonville, North Carolina 305 Williams Street Hendersonville, NC 28792 Attention: Lew Holloway Telephone: _____ Email: lholloway@hvlnc.gov

or to such other address (or fax number, if applicable) as the party to whom notice is given may have previously furnished to the other in writing in the manner set forth above (provided that notice of any change of address or fax number shall be effective only upon receipt thereof).

7.3 Independent Contractors. Except as expressly set forth herein, the parties are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, or franchisor-franchisee or agency relationship, or to authorize any party to enter into any commitment or agreement binding on the other party except as expressly stated herein. The parties have no authority to make statements, warranties, or representations or to create any liabilities on behalf of the other.

7.4 Entire Agreement. This Agreement and the documents and schedules referred to herein contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, with respect to the subject matter hereof.

7.5 Amendment and Waiver. The parties hereto may not amend or modify this Agreement or waive any provision, default or breach hereunder, except as may be agreed upon in a written instrument executed by both parties.

7.6 Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Client without the prior written consent Parkmobile (which consent shall not be unreasonably withheld or delayed). Parkmobile may assign its rights, interests or obligations under this Agreement without the consent of Client to (i) any affiliate of Parkmobile; (ii) any lender to Parkmobile or its affiliates as security for borrowings, and (iii) any purchaser of a majority interest in or assets of Parkmobile. If any assignment by Parkmobile requires Client's consent, such consent will not be unreasonably withheld or delayed by Client.

7.7 Third-Party Beneficiaries. The parties to this Agreement do not intend this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than Parkmobile and Client.

7.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

7.10 Arbitration. Should there be any ambiguity, contradiction or inconsistency in this Agreement, or should any disagreement or dispute arise between the parties in connection with this Agreement, representatives of the parties shall first attempt in good faith amicably to settle the matter by mutual negotiations. If such negotiations are unsuccessful, any controversy, dispute or claim arising out of, or in connection with, this Agreement must be settled by final and binding arbitration to be held exclusively in Atlanta, Georgia in accordance with the Commercial Arbitration Rules, as amended and in effect from time to time, of the American Arbitration Association (the “Rules”). The procedures and law applicable during the arbitration of any controversy, dispute or claim shall be both the Rules and the internal laws of the State of Georgia excluding, and without regard to, its or any other jurisdiction’s rules concerning any conflict of laws. The arbitrator shall have the power to order injunctive relief or provide further equitable remedies. All fees and expenses relating to the work performed by the arbitrator(s) shall be shared equally between the parties. Nothing in this paragraph shall prevent a party from seeking injunctive relief from any state or federal court located in Atlanta, Georgia. The parties consent to the exclusive jurisdiction and venue of such courts with respect to any matter not within the arbitrator’s jurisdiction. Any award of the arbitrator may be enforced in any court of competent jurisdiction.

7.11 No Strict Construction; Headings. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.12 Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be executed and delivered by facsimile or other electronic transmission.

7.13 Survival. The parties’ obligations under the following Agreement provisions will survive the expiration or termination of the Agreement: Sections 2.7, 4.3, 5.1, 5.3, 5.4, 5.7(b), 5.9, 6.2, and 6.4; Article 7; and any indemnification, defense and hold harmless obligations herein, including in Section 6.3 and Schedule 1, as applicable.

Signatures on following page

IN WITNESS WHEREOF, this Parking Services Agreement has been executed as of the day and year first above written.

PARKMOBILE, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF HENDERSONVILLE, NC

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1

ON DEMAND PARKING SERVICES

Parkmobile offers a service to User's that facilitates the activation of and payment for on-demand parking using Parkmobile's Platform ("On-Demand Parking"). Parkmobile charges certain fees in connection with On-Demand Parking as shown in Schedule 3.

Parkmobile accepts several electronic payment methods from Users in connection with On-Demand Parking:

- a. Parkmobile accepts traditional credit card payments from Visa, MasterCard, Discover, and American Express (collectively, "Traditional Payment Methods").
- b. Parkmobile also accept Emerging Payment Methods. "Emerging Payment Methods" are alternative payment methods offered in addition to the Traditional Payment Methods and generally offer the use of virtual account-based membership profiles that a User can utilize to transact purchases based upon the User's individual payment preferences. Examples of Emerging Payments Methods include PayPal, Parkmobile's Stored Value Wallet, Android Pay, Samsung Pay, ACH, MasterPass, ApplePay, and Visa checkout.

Users may begin and, if applicable, end a parking Transaction in a variety of ways: (1) visiting www.parkmobile.io; (2) calling Parkmobile's IVR System, or (3) using the Application. In order to register with Parkmobile and begin a parking session, end users simply provide Parkmobile with the information required by Parkmobile to create an account, including payment method information and license plate number. Credit card information is stored in a secure, PCI Level 1 compliant environment. Thereafter, subsequent parking sessions only require the User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Parkmobile database via a web service offering, provided as part of the Parkmobile Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant ("PDA").

Parkmobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Parkmobile Services.

At their option, Users will receive parking alert services from Parkmobile via SMS, Application push notification or email. The User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

Users can use On-Demand Parking anywhere the Parkmobile Services are available.

All parking charges are automatically charged to the User's payment method, and Users have real time access to an online account-based personal page accessible from www.parkmobile.io to access and print parking history, receipts, and statements.

SCHEDULE 2

SERVICE LEVELS

1. **Operation, Management and Maintenance of the Parkmobile Services.** Parkmobile uses commercially reasonable efforts to perform maintenance on the Parkmobile Services outside of Client's business hours. However, circumstances may require maintenance during business hours and in such situations, Parkmobile will endeavor to provide Client at least twenty-four (24) hours advance notice of such maintenance although such notice may not be possible for emergency maintenance. Parkmobile makes a daily backup of Parkmobile Services data which data Parkmobile retains for up to three (3) months.

2. **Errors and Interruptions.** When an error or interruption occurs in the Parkmobile Services, whichever party identifies the error or interruption promptly will inform the other party. Parkmobile will confirm its receipt of any Client notification in writing which may be by email. Parkmobile will work diligently to identify and resolve the error or interruption. If Client and Parkmobile disagree regarding whether an error or interruption has occurred or been resolved, Client and Parkmobile shall discuss in good faith and attempt to reach a mutual resolution of the issue. Any time spent by Parkmobile to restore and support errors or interruptions caused by Client and not attributable to Parkmobile will be charged to Client at the hourly rate of \$180.

3. **Credentials.** Parkmobile shall provide Client with user names and passwords to access the Parkmobile Services. Client agrees to protect the confidentiality of such user names and passwords and shall be liable for all activity under such accounts. Client shall ensure that only authorized Client personnel are issued and use the Parkmobile user names and passwords and that such user names and passwords are not shared. An up-to-date list of all such authorized personnel must be kept by Client and Client must notify Parkmobile to terminate access of any such authorized personnel whose engagement or employment is terminated or who no longer carries out tasks in connection with the Parkmobile Services for which access to the Parkmobile Services is necessary.

4. **Reports.** Parkmobile shall provide the following information to Client:
 - a) Unique Transaction ID
 - b) Transaction Date/Time
 - c) Parking Session Start Date/Time
 - d) Parking Session End Date/Time
 - e) Total Price Charged to End User
 - f) Price Breakdown (where applicable)
 - i) Parking Fee
 - ii) Service Fee
 - iii) Discount Amount
 - iv) Total Paid
 - g) Payment Method

SCHEDULE 3

ON DEMAND PARKING SERVICES FEES

1. **User Fee.** Parkmobile shall charge the User a User Fee of \$0.35 cents per Transaction. User Fees do not include any merchant processing or other third party fees.

2. **Processing Fees.**
 - **Traditional Payment Method.** Parkmobile is the MOR and passes real time authorized debit/credit card transactions daily in batch format to Parkmobile's payment processor, subsequently funded directly into a Parkmobile-controlled escrow account. Parkmobile pays Client the Net Parking Revenues in accordance with Parkmobile's standard settlement procedures.

 - **Emerging Payments Fees.** Parkmobile will collect the Total Price for each Emerging Payment Method Transaction and pay Client the Emerging Parking Revenue in accordance with Parkmobile's standard settlement procedures.

3. **Other Terms and Conditions.**
 - ***Signage.*** Parkmobile will be responsible for the cost of standard signage for the initial deployment and subsequent expansions of Client's use of the Parkmobile Services. Client will be responsible for all installation of signage and any related costs, and for the cost of custom signage and its installation.

 - ***Stickers.*** Parkmobile will be responsible for the cost for initial standard stickers. Client will be responsible for all installation of stickers and any related costs.

 - ***Standard Marketing.*** The cost of the marketing included in Parkmobile's standard marketing program will be borne by Parkmobile.

 - ***Administrative Portal.*** ParkMobile will provide Client with access to the ParkMobile 360 Administrative Portal.

 - ***Additional Services.*** At the request of Client and upon the written agreement of the parties, Parkmobile may provide the following development activities and additional services for a fee(s) to be determined by Parkmobile:
 1. Customized Reporting
 2. Integration to Client requested third parties (for whom Client will be fully responsible)
 3. Citation or Enforcement support
 4. Replacement Signage or Stickers
 5. Additional Training

SCHEDULE 4

CLIENT ELECTRONIC FUNDS AUTHORIZATION FORM BANKING INFORMATION

This form authorizes Parkmobile, LLC to make payment to a business electronically. All payments will be paid in the account designated by the voided check or bank letter attached to this form. It is the responsibility of the client to notify Parkmobile, LLC of any changes pertinent to electronic payments, such as changes in banking information or email address.

PAYEE/CLIENT INFORMATION

CLIENT NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
PRIMARY FINANCE CONTACT EMAIL:
SECONDARY FINANCE CONTACT EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

FINANCIAL INSTITUTION INFORMATION

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:
PLEASE BE SURE TO ATTACH A VOIDED CHECK OR BANK LETTER TO VERIFY THE ABOVE ACCOUNT INFORMATION

This form authorizes Parkmobile, LLC to send credit entries and appropriate debit and adjustment entries electronically or by any other commercially accepted method to the account indicated above and to other accounts specified by Client in the future (collectively, the "Account"). This form authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until Parkmobile receives a written termination notice from Client and has a reasonable opportunity to act on it.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/18/2020

Presenter: John Connet

Date of Council Meeting to consider this item: 7/2/2020

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 10

City staff would like to get direction from City Council regarding designating the Operations Center Assembly Room as the permanent location for City Council meetings. Staff believes that the public will expect all future meetings to be live streamed and have the capability for remote participation. In order to meet these expectations, the City will need to make audio visual equipment upgrades. Therefore, we are requesting direction from City Council on which room to designate as the primary City Council Chambers.

Other options include the following:

1. Updating the City Hall Council Chambers
2. Identify options to create a new City Council Chambers in City Hall after the completion of the new HPD Headquarters.

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

Suggested Motion:

None

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/18/2020

Presenter: John Connet

Date of Council Meeting to consider this item: 7/2/2020

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 12

City Manager John Connet will report on informational items and provide the attached staff reports for City Council review.

1. Parking Deck Update
2. Open Streets Weekends
3. Surplus Items

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

Suggested Motion:

NA

Attachments:

Surplus Property Report

MEMO

APPROVED
By John F. Connet at 10:22 am, Jun 16, 2020

TO: John Connet, City Manager
FROM: Tom Wooten, Director of Public Works
DATE: 6/16/2020
RE: A Request for Declaration of Surplus Items

The following items are no longer in use by the city and we are requesting that these items be declared surplus with the intent to sell them by internet auction:

#86-11 – 2006 Worth Vehicle Lift. Drive on, four post vehicle lift Model #12000E, Serial # 0355691206. (purchased new for \$3000 on 12/1/2016). Asset for 104250.

Two lots of used Audio Visual Equipment – (used equipment for City Council Room and Assembly Room) – soundboards, speakers, computer screens, mouse, keyboards, projectors, cables, microphones,... Value - \$300 each lot.

One lot of used computers and monitors (hard drives removed) – No Value – We typically donate these to Goodwill who repurpose the computers for training.

42-08 1995 Ford 4630 Tractor S# BE04094

Asset #	VIN	VIN DECODE	ODOMETER
01-45	2FAHP71V58X155292	2008 FORD POLICE INTERCEPTOR 4D SEDAN	104,635
01-43	2B3KA43H57H770328	2007 DODGE CHARGER 2WD V8 4D SEDAN POLICE	112,077
01-46	2FAHP71V78X155293	2008 FORD POLICE INTERCEPTOR 4D SEDAN	113,314
01-33	2FAHP71W35X127608	2005 FORD POLICE INTERCEPTOR 4D SEDAN	92,513
H2	2B3AA4CT2AH161768	2010 DODGE CHARGER 2WD V8 4D SEDAN POLICE	92,017
01-02	2FAFP71W76X129709	2006 FORD POLICE INTERCEPTOR 4D SEDAN	93,390
01-17	2FABP7BV2BX135321	2011 FORD POLICE INTERCEPTOR FFV 4D SEDAN	86,842
01-49	2FAHP71V19X125031	2009 FORD POLICE INTERCEPTOR 4D SEDAN	127,421
15-19	1GNER13D09S146939	2009 CHEVROLET TRAVERSE FWD 4D SUV LS	103,274
14-39	1D8HB38N28F135747	2008 DODGE DURANGO 4WD V8 4D SUV 4.7L SXT	91,960
14-34	1D4HB38N94F173102	2004 DODGE DURANGO 4WD V8 4D SUV 4.7L ST	124,420



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: City Clerk

Department: Admin

Date Submitted: 07/02/2020

Presenter: City Clerk, Angela Reece

Title of Item: Appointments to Board/Commissions - Animal Services Advisory Committee

Nature of Item: Council Action

Council Meeting Date: 07/02/2020

Summary of Information/Request:

Item # 13

The Committee consists of 7 members; in addition to one veterinarian and one representative from the Police Department, appointed by the City of Hendersonville City Council for three year staggered terms. Meetings are scheduled on a quarterly basis on the the third Thursday of the month at 5:30 p.m.

As you recall at your February 6, 2020 meeting the Council formed the Animal Services Advisory Committee to make recommendations to the City Council and staff regarding the Animal Ordinance, policies, and procedures, dangerous dog appeals, and any other issues requested by the City Council.

City Council appointed 5 members on March 5, 2020. (Caroline Gunther, Angela Prodrick, Sarah Hoffman, Jean Greeson, and Constance Stewart)

City Council appointed 2 members on April 2, 2020. (Alexa Arnold and Barbara Burke)

You have received two additional applications for the Animal Services Advisory Committee for the Veterinarian position.

- John Galligan (Veterinarian)

- Sharon Hanson

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 nominate _____ to serve a three-year term as Veterinary liason to the Animal Services Advisory Committee.

Attachments:

ANIMAL SERVICES ADVISORY COMMITTEE

Purpose: The Animal Services Advisory Committee was formed in February 2020 to provide input on the operations and policies of the Police Department regarding the enforcement of the Animal Ordinance and will hear dangerous dog appeals in a quasi-judicial format.

The Committee:

1. Consists of seven members; in addition to one veterinarian and one representative from the Police Department.
 2. Members serve three-year staggered terms.
 3. Serves the Council in an advisory-only capacity.
 4. Meets quarterly at 5:30 p.m. on the third Thursday and call special meetings as issues arise.
 5. Chair and vice-chair are selected by the members by a majority vote of the Committee.
- All meetings are open to the public and Council members may attend to participate

Name	Phone	Email	Term Ends
Caroline Gunther 128 Poplar Loop Dr. Flat Rock NC 28731	243-7557	caroline@wagpetboutique.com	June 2023
Angela Prodrick 1214 Greenville Hwy. Hendersonville NC 28792	585-797-300	aprodrick@blueridgehumane.org	June 2023
Sarah Hoffman 1236 Everette Place Hendersonville NC 28791	619-977-7861	sarahms67@yahoo.com	June 2022
Jean Greeson 122 Rutledge Dr. Hendersonville NC 28739	699-0573	jean@jeangreeson.com	June 2022
Constance Stewart 170 Pattys Chapel Rd. Fletcher NC 28732	606-7290	cstewart@hendersonvilleha.org	June 2021
Barbara Burke 805 6th Ave W, Hendersonville, NC 28739	697-0105	b.burke@wingate.edu	June 2021
Alexa Arnold		alexaarnoldabt@gmail.com	June 2021
Office Andrew Gunning			
Dr.			June 2023

Entry #: 58

Date Submitted: 6/18/2020 2:27 PM

Date of Application

6/18/2020

Name

John Galligan

Address

5515 Hendersonville Rd., Fletcher, North Carolina 28732

Phone number

(828) 684-4244

Occupation

Veterinarian

Email

fetcheranimalhospital@yahoo.com

Do you live within Hendersonville's City limits?

Yes

Please list any other appointed positions you presently hold in Hendersonville or Henderson County Government.

None

Please list educational background, special qualifications, i.e., civic memberships, related work experience, etc.

BS Biological Science, BS Biochemistry, BA Chemistry NCSU 1995, Doctor of Veterinary Medicine, UGA 1999. Vestry, Calvary Episcopal Church, Assistant Scoutmaster BSA Troop 622, Mills River UMC, Mills River, NC

Based on your qualifications and experience, briefly describe why your services on these boards/commissions would be beneficial to the City of Hendersonville.

I have 20 years experience as a Veterinarian/ Hospital owner in Henderson Co.

Boards or Committees of interest (please list in order of preference):

Animal Services Advisory Committee (only)

If you are applying for the Business Advisory Committee, what is the name of the business you own or manage?

Type of business:

How long has the business been in operation?

Is the business or commercial property you own located within the corporate City limits of Hendersonville?

Yes

If you are applying for the Seventh Ave. Advisory Committee, do you live, own or operate a business or property in the Seventh Ave. special tax district?

Yes

Name and type of business:

Fletcher Animal Hospital, PA, Veterinary Services

How long has the business been in operation?

37 y (I've owned 20 years)

ANIMAL SERVICES ADVISORY COMMITTEE

CHARTER

The Animal Services Advisory Committee (ASAC) shall assist the Hendersonville City Council by providing input on the operations and policies of the Hendersonville Police Department regarding the enforcement of the Animal Ordinance. This may include efforts such as collaborating with staff on operating procedures or providing expertise and recommendations regarding the Animal Ordinance. This Committee shall also hear dangerous dog appeals in a quasi-judicial format.

BYLAWS AND RULES OF PROCEDURE

I. NAME. Animal Services Advisory Committee (ASAC).

II. CHARTER. On the sixth day of February 2020, the City of Hendersonville City Council approved the charter for the Animal Services Advisory Committee (hereinafter referred to as "ASAC") and subsequently appointed members to the Committee. The terms of the charter shall govern the activities of the Committee, and to the extent that these bylaws conflict with the charter, the terms of the charter shall control.

III. PURPOSE. The purpose of this Committee is to make recommendations to the City Council a staff regarding the Animal Ordinance, policies and procedures, and any other issues requested by the City Council. This Committee shall also hear dangerous dog appeals.

IV. MEMBERSHIP

A. Selection of Membership. The Committee shall consist of seven members. All appointments will be made by the City of Hendersonville City Council. Members will serve an initial three-year staggered term. Seven members shall be from the general public with various affiliations and diverse backgrounds in addition to one veterinarian and one representative from the Hendersonville Police Department.

B. Duties of Members. Duties of the Committee will be as assigned by the Hendersonville City Council.

C. Terms of Service. The term of service shall be three years. No member shall serve more than two consecutive full three-year terms.

D. Vacancies and Reasons for Dismissal. All members serve at the pleasure of the City of Hendersonville City Council. Members may be dismissed for any reason without cause including but not limited to failure to attend meetings. Vacancies shall be filled at the earliest convenience of the City Council. A vacancy of the chair shall be filled by the Committee at a special election at the next regular meeting of the Committee and shall be approved by the City Council. A vacancy in the vice chair shall be elected by a majority of the Committee at the next regularly scheduled meeting.

E. Compliance with Animal Ordinance. All members must comply with the City of Hendersonville Animal Ordinance, and local, state and federal law as applies to animals. Failure to comply with this provision shall result in the immediate dismissal from the Committee.

V. MEETINGS

A. Open-Meetings Law. It is the public policy of North Carolina and The City of Hendersonville that the hearings, deliberations, and actions of this Committee be conducted openly. Except as allowed by NCGS 143-318.1 1, each meeting of the Committee shall be open to the public and any person is entitled to attend such a meeting. The public's right to attend such meeting does not necessarily entitle the public to participate in the meeting.

B. Regularly Scheduled Meetings. The Committee shall hold meetings of the Animal Services Advisory Committee. A regular schedule of meetings to be held on a quarterly basis on the third Thursday of the month at 5:30 pm in the Meeting Room of the Committee. The meeting location shall be kept on file with the secretary of the Committee and the Hendersonville City Clerk. The Committee shall have the authority to change the schedule of regular meetings, and/or to change the date of a particular regularly scheduled meeting without the approval of the City Council. If the Committee changes the schedule of regular meetings, the secretary shall forward a copy of the new schedule to the City Clerk at least seven (7) days prior to the first meeting held pursuant to the new schedule. If a particular regularly scheduled meeting date is changed, the secretary shall comply with the notice provisions of paragraph C below, SPECIAL MEETINGS.

C. Special Meetings. The chair of the Committee, the Appellate Board of Animal Services Advisory Committee, or the majority of the members of the Committee may at any time call a special meeting of the Committee by signing a notice stating the time and place of the meeting and the subjects to be considered. Such notice must be:

- i. Posted on the bulletin board in the Animal Services Center lobby;
- ii. Posted on the bulletin board in the front lobby of the Hendersonville City Hall Lobby.
- iii. Posted on the bulletin board for the City of Hendersonville Operations Building,
- iv. Mailed or delivered to each newspaper, wire service, radio station and television station which has filed a written request for notice with the secretary;
- v. Mailed or delivered to any entity or person that has requested to be on the Committee's sunshine list as prescribed by law;
- vi. Delivered to all members of the Committee at least 48 hours before the meeting.
- vii. Only the business that is specified in the notice of the meeting may be transacted during a special meeting.

D. Public Input. Public input at all Committee meetings that are not quasi-judicial in nature shall have a three-minute limit per speaker.

E. Attendance. All members of the Committee are expected to attend the regular and/or special meetings of the Committee. Any member not able to attend must notify the secretary in advance of the meeting. Any member missing more than 25% of regular meetings in a calendar year will be asked to resign or reported to the Hendersonville City Council.

F. Voting.

1. DUTY TO VOTE. It is the duty of each member, including the chair, to vote unless otherwise excused. The Committee may excuse members from voting on any matter involving their own financial interest, official conduct, or when a member has indicated an inability to be impartial in any quasi-judicial matter before the Committee.

2. ABSTENTIONS. Should a member fail to vote on any matter before the Committee, without having been excused from such vote, such abstention will count as an affirmative vote.

VI. QUASI-JUDICIAL HEARINGS

A. Appeals. Appeals heard under the City of Hendersonville Animal Ordinance shall be quasi-judicial in nature and shall be heard by the Animal Services Appellate Board.

1. The Appellate Board shall consist of three members of Animal Services Advisory Committee. Remaining members of the Committee shall serve as alternates.

One of the members of the Appellate Board must be the chairperson of the Committee who shall serve as chair of the Appellate Board. The vice chair shall not be designated as a regular appellate board member but shall serve in the chair's absence.

2. The Appellate Board shall schedule an appeal within 2 weeks of an appeal being filed in writing with Animal Services.

3. Appellate Board meetings shall be special meetings.

B. Dangerous Dog Appeals. Dangerous Dog appeals shall be quasi-judicial in nature and will be heard by the Appellate Board.

C. Procedure. Each quasi-judicial proceeding must be conducted in substantial conformity with the sections of Hendersonville City Council Rules of Procedure pertaining to the quasi-judicial proceedings and applicable law.

VII. OFFICERS

A. Required Officers

1. PRESIDING OFFICER. The presiding officer of each meeting of the Committee shall be the chair of the Committee. In situations where the chair is unavailable or unable to participate in the meeting or any particular matter before the Committee, the vice chair shall preside. In the event that neither the chair nor the vice chair is available, the members of the Committee, by affirmative vote of the majority, may appoint an acting chair who shall have all powers of the chair while acting as presiding officer.

2. SELECTION OF THE CHAIR AND VICE CHAIR. The chair shall be selected by majority vote of the Committee unless the City Council indicates to the Committee that the City Council will appoint said chair, in which case the appointment shall be made by the City Council. The vice chair shall be elected by a majority vote of the Committee.

3. POWERS AND DUTIES OF THE CHAIR AND VICE CHAIR. The chair shall preside at all meetings of the Committee but shall also have the right to engage in discussion and vote on any matter before the Committee unless otherwise excused. The chair shall have the power to call a special meeting, rule on procedural matters during a meeting, call a brief recess of a meeting at any time, and adjourn a meeting in an emergency. At any other time, adjournment shall be by motion, duly approved. The vice chair shall have all powers and perform all the duties of the chair in his or her absence.

4. DUTIES OF THE SECRETARY. The staff person assigned to the Committee shall serve as the secretary of the Committee and shall perform the following:

- a. The secretary shall ensure that all meetings of the Committee are properly noticed.
- b. The secretary shall maintain the sunshine list that is a list of those persons or entities that have filed a written request indicating a desire to receive notice of all special meetings of the Committee.
- c. The secretary shall take and record the actions of the Committee and draft minutes of the meetings accordingly. Minutes shall be sent to Committee members one week prior to their next regularly scheduled meeting. The secretary shall also forward a copy of the minutes as they are approved to the Clerk to the City Council.
- d. The secretary shall be responsible for maintaining an accurate list of members of the Committee, submitting to the City Clerk a quarterly attendance report for its members and notifying the City Clerk of any resignations of any of its members, or any other change in membership of the Committee.

B. Schedule for Elections. Elections shall take place annually at the regularly scheduled meeting in January for chair and vice chair. Selection of regular members for the Animal Services Appeal Board shall also take place at this time.

C. Committees. Committees shall be formed based on the discretion of the Committee or at the direction of the City Council.

VIII. RULES OF CONDUCT. This Committee shall follow Roberts Rules of Order.

IX. REPORTS.

A. Annual Report. The Committee shall make a report to the City of Hendersonville City Council at least annual. This report must be submitted no later than July 1 of each year.

B. Public Records Law. The Committee shall abide by North Carolina Public Records Law N.C.G.S. Chapter 132.

X. ACTION BY THE COMMITTEE.

A. Quorum. A majority of the members shall constitute a quorum. No action of the Committee may be taken at any meeting where less than a quorum is present. Once a quorum has been established, it will not be defeated if members leave.

B. Motions. Action of the Committee may be taken upon a motion made by any member, including the chair, without the need for a second. A motion shall be adopted if approved by the affirmative vote of a majority of the members present and not excused after full discussion of the motion by the members.

C. Minutes. Minutes shall be kept of all meetings of the Committee. The secretary of the Committee shall present such minutes to the Committee for approval. Minutes of the meetings of the Committee shall be public records. The secretary shall be responsible for sending a copy of all approved minutes to the City Clerk.

D. Staff Support. City staff shall be assigned to the ASAC, acting as the liaison between the ASAC, City Departments, and the City Council and shall have the charge of correspondence, minutes, notifying members of meetings, and other information.

XI. AMENDMENTS. The Committee may amend these bylaws by action of the Committee; provided however, that amendments shall not be effective until they are approved by the Hendersonville City Council.

Approved by the City Council on this sixth day of February 2020.

Barbara G. Volk, Mayor
City of Hendersonville

Attest:

Tammie Drake, City Clerk

https://hvlncgov-my.sharepoint.com/personal/t Drake_hvlnc_gov/Documents/Clerk/Boards/Animal Advisory Committee/Animal Services Advisory Board Charter_Bylaws_200206.docx

Entry #: 52

Date Submitted: 2/15/2020 11:37 AM

Date of Application
2/15/2020Name
Sharon HansonAddress
40 Bridgette Loop Rd, Hendersonville, North Carolina 28791Phone number
(828) 606-2638Occupation
Retired Social Work Admin. Michigan Dept. of Social ServicesEmail
sharonhanson40@yahoo.comDo you live within Hendersonville's City limits?
Yes

Please list any other appointed positions you presently hold in Hendersonville or Henderson County Government.

Please list educational background, special qualifications, i.e., civic memberships, related work experience, etc.
B.A. in Social Science from Michigan State University
Current Vice President of STAND T.A.L.L.

Based on your qualifications and experience, briefly describe why your services on these boards/commissions would be beneficial to the City of Hendersonville.

While representing STAND T.A.L.L. I have worked with the officers and K9s of HPD in various capacities, and have had the opportunity to go on patrol with the K9s and their handlers.
I am also quite knowledgeable regarding dogs in general and various breed behaviors.Boards or Committees of interest (please list in order of preference):
Animal Services Advisory Committee

If you are applying for the Business Advisory Committee, what is the name of the business you own or manage?

Type of business:

How long has the business been in operation?

Is the business or commercial property you own located within the corporate City limits of Hendersonville?
NoIf you are applying for the Seventh Ave. Advisory Committee, do you live, own or operate a business or property in the Seventh Ave. special tax district?
NoName and type of business:
Volunteer - nonprofitsHow long has the business been in operation?
4 years



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/19/2020

Presenter: John Connet

Date of Council Meeting to consider this item: 7/2/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 15

Closed Session to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body and to consider the qualifications or conditions of employment of a prospective public employee provided under NCGS §143-318.11(a)(3)(6).

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 consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body and to consider the qualifications or conditions of employment of a prospective public employee provided under NCGS §143-318.11(a)(3)(4)(6).

Attachments:

None