

# AGENDA

## CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

MARCH 2, 2017 – 5:45 P.M.

### CITY HALL – COUNCIL CHAMBERS

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Public Comment Time:** *Up to 15 minutes is reserved for comments from the public for items not listed on the agenda*
4. **Consideration of Agenda**
  - Addition:**
    - J. Consideration of Sewer Extension Request for Innovative High School located off College Drive on the Blue Ridge College Campus
  - Deletion:**
    6. Recognition of Water and Sewer Customer Service Team – moved to April
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: February 9, 2017 Regular Meeting
  - B. Consideration of Clerk's Certificates of Sufficiency for Annexation for:
    - i. Housing Assistance Corporation - a 10-foot strip from unopened right-of-way
    - ii. Edney Property at 1102 Old Spartanburg Highway
    - iii. Hyder Property off North Main Street
  - C. Consideration of Environmental Engineering Firms to Provide On-Call Services for Streambank Restoration, Environmental/Floodplain Permitting and Review Projects
  - D. Consideration of a Proposal from Hart & Hickman, PC for completion of the Mud Creek Dump - Waste Boundary Delineation, Landfill Gas Evaluation and Soil Cover Evaluation
  - E. Consideration of a Proposal from Hazen and Sawyer to Perform On-Call Hydraulic Modeling Work
  - F. Consideration of Pre-Qualified Architects for City Capital Improvement Program Projects

**G. Consideration of Property Purchase**

**H. Consideration of an Agreement with Black and Veatch to Identify Solutions for the Sludge Handling Program**

**I. Consideration of Budget Amendments**

- 1) Fund 80, Wellness Big Change Program, Increase of \$7,370
- 2) Fund 10, Land Purchase, Increase of \$325,000
- 3) Fund 360, Mud Creek Dump Project, Increase of \$78,473
- 4) Fund 80, Wellness Grant Clinic, Increase of \$5,000

**J. Consideration of Sewer Extension Request for Innovative High School located off College Drive on the Blue Ridge College Campus**

**6. ~~Recognition of Water and Sewer Customer Service Team~~**

*Presenter: City Manager John Connet*

**7. Presentation on Hotel Project Proposals and Discussion of Next Steps**

*Presenter: Development Finance Initiative*

**8. Presentation of Water System Master Plan**

*Presenter: Hazen & Sawyer Engineers*

**9. Presentation of Rain Barrel Program as Part of City's NPDES Phase II MS4 Permit**

*Presenter: Michael Huffman, Stormwater Quality Specialist*

**10. Comments from Mayor and City Council Members**

**11. Reports from Staff**

A. Reminder of Town Hall Day, Wednesday, March 29

B. Contingencies Report

**12. Boards and Commissions: Consideration of (Re)Appointments, Announcement of Upcoming Vacancies**

*Presenter: City Clerk Tammie Drake*

**13. New Business**

**14. Closed Session in accordance with NCGS 143-318.11 (a) (5) to instruct staff concerning the position to be taken on behalf of the City Council in negotiating the price for acquisition of real property by purchase, option or lease**

**15. Adjourn**



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Susan G. Frady

**Department:** Development Asst Dept

**Date Submitted:** 2/14/17

**Presenter:** Susan G. Frady, Development Asst Dept

**Date of Council Meeting to consider this item:** 3/2/17

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 05bi

The City of Hendersonville has received a petition from The Housing Assistance Corporation for contiguous annexation of a portion of parcels 9569851339, 9569851371, 9569853107, 9569853170 and 9569854043 containing 0.147 acres located off of North Main Street. At its meeting on January 5, 2017, the City Council adopted an order permanently closing a portion of an unopened 20' foot right-of-way as petitioned by The Housing Assistance Corporation. This petition is to annex the western 10 feet of this property which is now owned by The Housing Assistance Corporation.

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

## Suggested Motion:

I move Council to accept the City Clerk's Certificate of Sufficiency for the Housing Assistance Corporation petition and set April 6, 2017 as the date for the public hearing.

## Attachments:

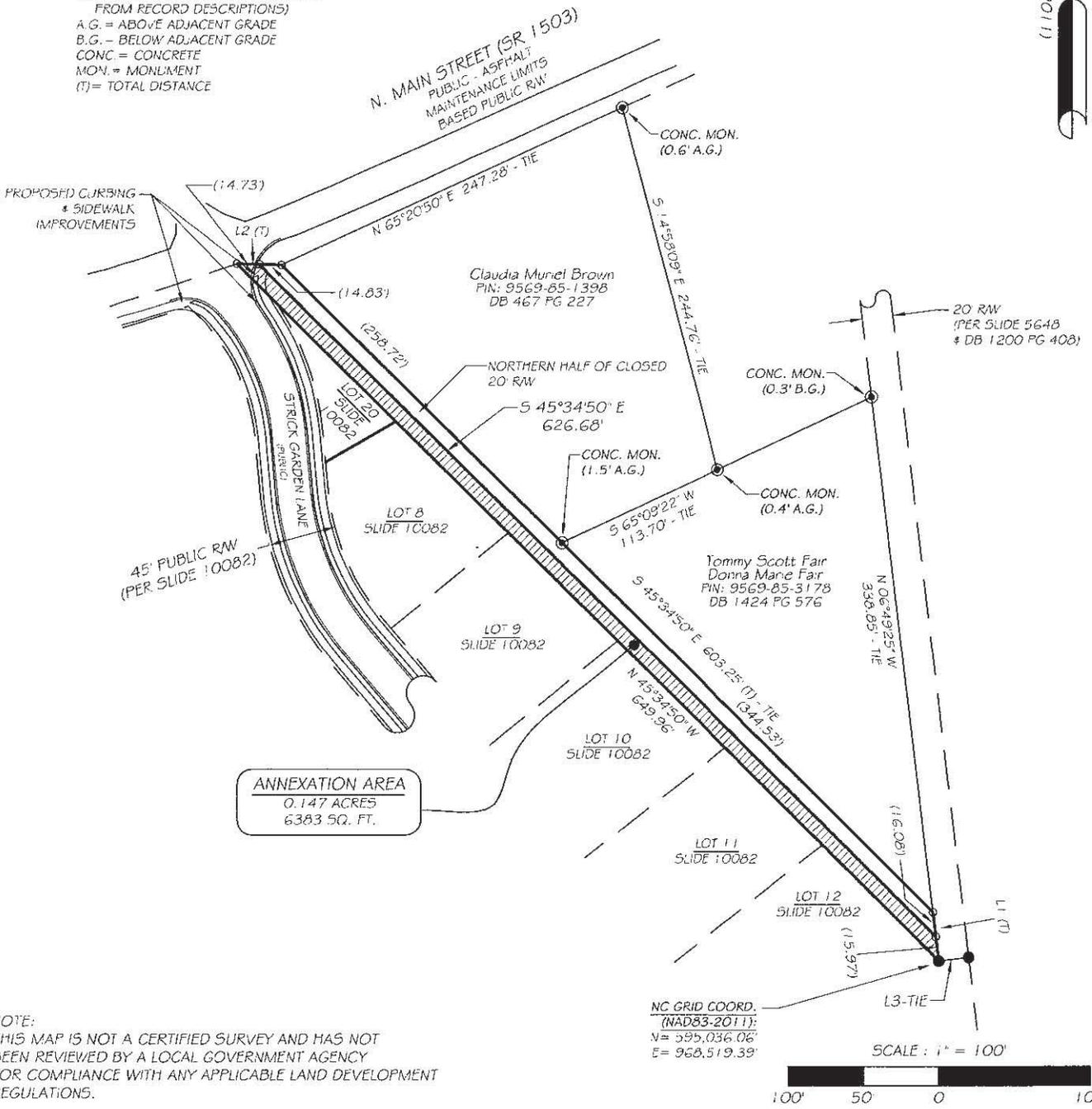
Survey  
Legal Description  
Clerk's Certificate of Sufficiency

**LEGEND & ABBREVIATIONS :**

- PB = PLAT BOOK
- DB = DEED BOOK
- PG = PAGE
- RW = RIGHT OF WAY
- PIN = PARCEL IDENTIFICATION NUMBER
- CP = CALCULATED POINT  
(NO) MARKED IN FIELD
- ⊙ RECOVERED BOUNDARY MONUMENT  
(SIZE AND TYPE AS NOTED)
- BOUNDARY MONUMENT SET BY MCABEE  
(RBS = #4 REBAR W. MCABEE CAP SET)
- BOUNDARY LINE (FIELD SURVEYED)
- - - BOUNDARY LINE (COMPOSITE, PLOTTED  
FROM RECORD DESCRIPTIONS)
- A.G. = ABOVE ADJACENT GRADE
- B.G. = BELOW ADJACENT GRADE
- CONC. = CONCRETE
- MON. = MONUMENT
- (T) = TOTAL DISTANCE

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 06°49'25" E	32.05'
L2	S 88°19'10" E	29.56'
L3	N 83°14'23" E	20.00'



NOTE:  
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

NC GRID COORD.  
(NAD83-2011):  
N = 595,036.06'  
E = 968,519.39'

SCALE : 1" = 100'  
100' 50' 0' 100'



**McABEE ASSOCIATES, P.A.**  
PROFESSIONAL LAND SURVEYING

Eric S. McAbee, PLS  
J. Barry West, PLS  
Wallace S. McAbee, PLS (Eminentus)  
3 McAbee Trail, Fairview North Carolina, 28730  
www.mcabeesurvey.com Firm License Number: C-694

EXHIBIT MAP OF ANNEXATION AREA  
ASSOCIATED WITH THE PROJECT :

OKLAWAHA VILLAGE  
MAP PREPARED FOR:  
HOUSING ASSISTANCE CORP.

DATE: 1-13-2017  
PROJECT NO.: #11553  
DRAWN BY: JBW  
DRAWING NO.: A-17-1824  
SCALE: 1" = 100'

**LEGAL DESCRIPTION OF A PORTION OF THE PROPERTY OF THE HOUSING ASSISTANCE CORPORATION FOR AN AREA OF PROPOSED ANNEXATION INTO THE CITY OF HENDERSONVILLE**

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

Beginning at a #4 Rebar with McAbee ID Cap Set bearing NC Grid Coordinates (NAD83-Epoch 2011) of: Northing = 595,036.06' and Easting = 968,519.39'; thence following the Eastern Lines of Lots 8-12 and 20 (said Lots being recorded on Plat Slide 10082) North 45°34'50" West 649.96 feet to a calculated point located in the Southern Margin of North Main Street (SR 1503); thence turning and following the said Margin of North Main Street South 88°19'10" East 14.73 feet to a calculated point; thence South 45°34'50" East 626.68 feet to a calculated point; thence South 06°49'25" East 15.97 feet to the Point and Place of Beginning.

Containing 0.147 Acres / 6383 Square Feet

## CERTIFICATE OF SUFFICENCY

**RE: Petition for Contiguous Annexation  
Housing Assistance Corporation, Petitioner  
File No. P17-05-ANX**

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

I, Tammie K. Drake, City Clerk, begin first duly sworn, hereby certify an investigation has been completed of the above referenced petition for the contiguous annexation of a portion of parcels, 9569851339, 9569851371, 9569852234, 9569853107, 9569853170 and 9569854043 containing 0.147 acres located off of North Main Street.

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

Having made the findings stated above, I hereby certify the petition for contiguous annexation presented by the Housing Assistance Corporation is valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 17 day of Feb., 2017.

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



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Susan G. Frady

**Department:** Development Asst Dept

**Date Submitted:** 2/17/17

**Presenter:** Susan G. Frady, Development Asst Director

**Date of Council Meeting to consider this item:** 3/2/17

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 05bii

The City of Hendersonville has received a petition from Robert D. Edney for contiguous annexation of parcel 9578-33-4700 containing 0.39 acres located at 1102 Old Spartanburg Highway. This annexation application is related to a sewer service request. 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: \$ \_\_\_\_\_ 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 Housing Assistance Corporation petition and set April 6, 2017 as the date for the public hearing.

## Attachments:

Survey  
Legal Description  
Clerk's Certificate of Sufficiency

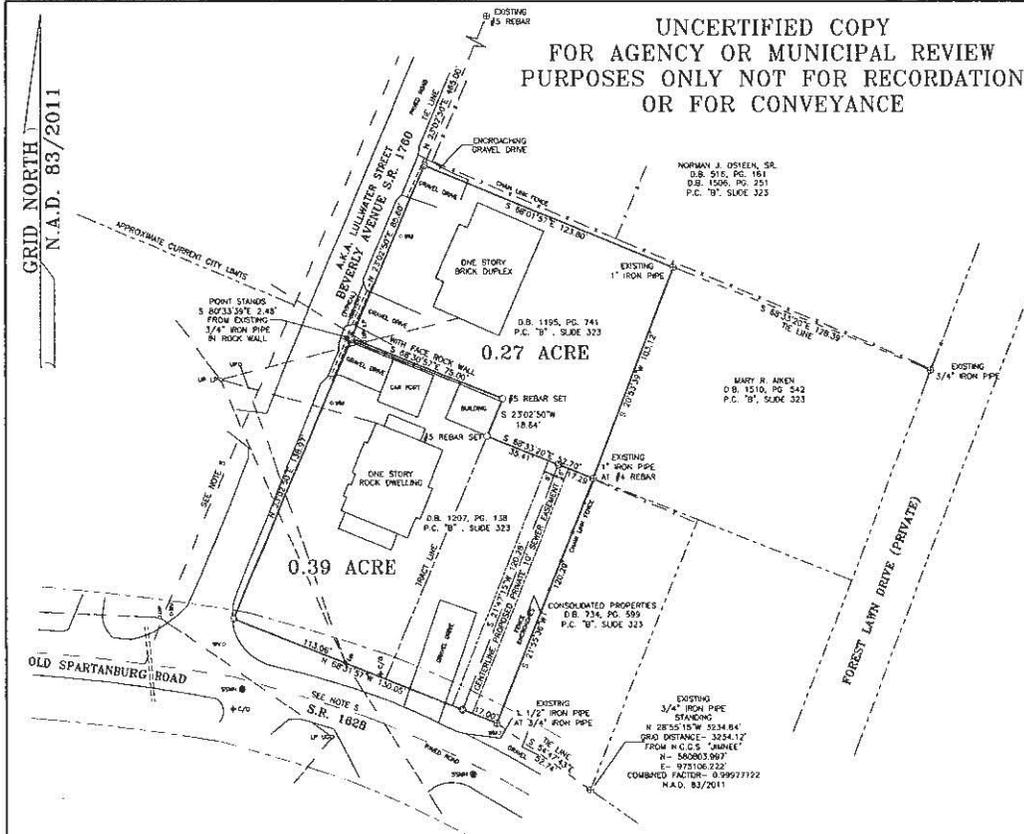
UNCERTIFIED COPY  
FOR AGENCY OR MUNICIPAL REVIEW  
PURPOSES ONLY NOT FOR RECORDATION  
OR FOR CONVEYANCE

PLAT OF SURVEY  
FOR  
**ROBERT D. EDNEY**  
AND  
**KYLE B. EDNEY**

BEING THE PROPERTIES  
DESCRIBED IN  
DEED BOOK 1207, PAGE 138  
AND DEED BOOK 1195, PAGE 741

HENDERSONVILLE TOWNSHIP  
HENDERSON COUNTY  
NORTH CAROLINA

SCALE: 1" = 30'  
FEBRUARY 7th, 2017



I, DAVID H. HILL, certify that this plat was drawn from an actual survey made under my supervision (General description recorded in book SEE page REFERENCES) that the boundaries not surveyed are clearly indicated as drawn from information found in Book SEE page REFERENCES; that the ratio of precision as calculated is 1:10000; that this plat meets the requirements of the Standards of Practice for Land Surveying in North Carolina (21 NCAC 58.1600) Witness my original signature, registration number and seal this 30 day of FEBRUARY, A.D., 2017.



- NOTES:
- 1- AREAS BY COORDINATE COMPUTATION.
  - 2- ALL AREAS SHOWN ARE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD OR UNRECORDED THAT MAY DIRECTLY AFFECT ALL AREAS SHOWN.
  - 3- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS UNLESS OTHERWISE NOTED.
  - 4- THE PROPERTY SHOWN IS WITHIN AN AREA ZONED R15 BY THE CITY OF HENDERSONVILLE.
  - 5- 30' RIGHT OF WAY FOR BOSTERLY AVENUE, SCALED FROM PLAT CABNET '01', SLIDE 323, WESTERN MARGIN 30' RIGHT OF WAY IS CURRENT HENDERSONVILLE CITY LIMITS. CENTERLINE OF OLD SPARTANBURG ROAD, S.R. 182B, IS CURRENT HENDERSONVILLE CITY LIMITS.
  - 6- THE CURRENT OWNERS OF RECORD ARE ROBERT D. EDNEY AND KYLE B. EDNEY.
  - 7- NOT FOR RECORDATION.

- LEGEND
- ⊕ MONUMENT FOUND AS NOTED
  - MONUMENT SET AS NOTED
  - POINT NOT STAKED
  - P-PEDESTAL - PHONE PEDESTAL
  - UP - UTILITY POLE
  - PHP - PHONE POLE
  - TRANS - TRANSFORMER
  - TV-PEDESTAL - CABLE TV PEDESTAL
  - WM - WATER METER
  - WV - WATER VALVE



BOOK REFERENCES:	D.B. 1207, PG. 138 D.B. 1195, PG. 741 P.C. '01', SLIDE 323
TAX REFERENCES:	9578-33-4700 9375-33-4640
PARTY CHIEF:	DHH
REVISIONS:	

SURVEY BY <b>HILL AND ASSOCIATES</b> SURVEYORS, P.A. LICENSE NUMBER: C-1991	
DAVID H. HILL N.C.P.L.S. 3863	
403 WEST BLUE RIDGE ROAD EAST FLAT ROCK, NORTH CAROLINA 28726 (828) 693-1409	
CHECKED BY: DHH	DATE: FEBRUARY 7th, 2017
DRAWN BY: DHH	FILE: 2017009

BEING THE PROPERTIES DESCRIBED IN DEED BOOK 1195, PAGE 741 AND DEED BOOK 1207, PAGE 138.  
BEGINNING AT A POINT THE NORTHWEST CORNER OF DEED BOOK 1195, PAGE 741;  
THENCE SOUTH 68 DEGREES 01 MINUTES 57 SECONDS EAST A DISTANCE OF 123.80 FEET TO A 1" IRON PIPE;  
THENCE SOUTH 20 DEGREES 53 MINUTES 39 SECONDS WEST A DISTANCE OF 103.12 FEET TO A 1" IRON PIPE;  
THENCE SOUTH 21 DEGREES 55 MINUTES 36 SECONDS WEST A DISTANCE OF 120.29 FEET TO A 1 1/2" IRON PIPE;  
THENCE NORTH 68 DEGREES 31 MINUTES 57 SECONDS WEST A DISTANCE OF 130.05 FEET TO A POINT;  
THENCE NORTH 23 DEGREES 02 MINUTES 50 SECONDS EAST A DISTANCE OF 138.97 FEET TO A POINT WHICH STANDS  
SOUTH 80 DEGREES 33 MINUTES 39 SECONDS EAST 2.48' FROM A 3/4" IRON PIPE IN A ROCK WALL;  
THENCE NORTH 23 DEGREES 02 MINUTES 50 SECONDS EAST A DISTANCE OF 85.60 FEET TO A POINT;  
WHICH IS THE POINT OF BEGINNING.

HAVING AN AREA OF 0.66 ACRE

## CERTIFICATE OF SUFFICENCY

**RE:    Petition for Contiguous Annexation  
       Robert D. Edney and Kyle B. Edney  
       File No. P17-08 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 parcel 9578-33-4700 containing 0.39 acre located at 1102 Old Spartanburg Road.

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

Having made the findings stated above, I hereby certify the petition for contiguous annexation presented by the Housing Assistance Corporation is valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 17 day of Feb., 2017.

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

Filed and recorded in the Register of Deeds Office for Henderson County, N.C. this 30 day of Nov, 2004 at 9.00 o'clock A.M. in Book 1207 at page 138

*Debra W. Malone*  
Register of Deeds

By: *Linda A. Braggett* Deputy

\$ 246.00 PAID 11/30/04  
Henderson Co., N.C. Register of Deeds

Excise Tax \$ 246.00

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_

Mail after recording to Veazey Law Firm, 210 N. Main St., Hendersonville, NC 28792  
This Instrument was prepared by Lex H. Veazey, Attorney

Brief Description for the index 2 tracts Old Spartanburg Hwy.

**NORTH CAROLINA GENERAL WARRANTY DEED**

THIS DEED made this the 29<sup>th</sup> day of November, 2004, by and between

GRANTOR	GRANTEE
DONALD CABLE and wife, MARTHA J. CABLE	ROBERT D. EDNEY (Mailing Address: PO Box 6272 Hendersonville, NC 28793)

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of \_\_\_\_\_, Hendersonville Township, Henderson County, North Carolina and more particularly described as follows:

**TRACT ONE:**

BEGINNING on a stake at the intersection of the northern margin of Old Spartanburg Highway with the eastern margin of Lullwater Street (now Beverly Avenue), and running thence with the eastern margin of Lullwater Street (now Beverly Avenue), North 21 deg. 15 min. East 142.5 feet to the north side of a retaining wall; thence leaving the road and running with the north side of said wall, South 68 deg. 45 min. East 75 feet to a stake in the line of Lot 65 of Forest Lawn Subdivision; thence with the line of Lot 65 and Lot 1 of said subdivision, South 21 deg. 15 min. West 142.5 feet to a stake in the northern margin of Old Spartanburg Highway; thence with said margin of said Old Spartanburg Highway, North 68 deg. 45 min. West 75 feet to the point and place of BEGINNING.

**TRACT TWO:**

BEGINNING at a stake in the northern margin of Old Spartanburg Highway, westernmost corner of Lot 1 of Forest Lawn Subdivision as shown on plat thereof recorded in the Office of the Register of Deeds for Henderson County, North Carolina in Map Book 4 at Page 65, and reindexed in Plat Cabinet B, Slide 323, Henderson County Registry, and running thence from said Beginning point with the line of Tract One as above described, North 21 deg. 15 min. East 120 feet to a stake; thence South 68 deg. East 55 feet to a stake in the line of Lot 3 of said subdivision; thence with the line of said lot, South 21 deg. 15 min. West 120 feet to a stake, southwestern corner of Lot 3 in the northern margin of Old Spartanburg Highway; thence with the northern margin of Old Spartanburg Highway, North 68 deg. West 55 feet to the point and place of BEGINNING. Being Lots 1 and 2 as shown on Plat Cabinet B, Slide 323, Henderson County Registry, EXCEPT a 5 foot wide strip adjoining Lot 65.

BEING that property recorded in Deed Book 511 at Page 379, Henderson County Registry.

*DC*  
*mgc*

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

By: \_\_\_\_\_  
\_\_\_\_\_  
President

Donald Cable (SEAL)  
DONALD CABLE

ATTEST:  
\_\_\_\_\_  
Secretary

Martha J. Cable (SEAL)  
MARTHA J. CABLE

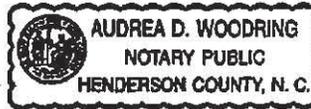
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

(corporate seal)

NORTH CAROLINA, HENDERSON COUNTY.

I, a Notary Public of the County and State aforesaid, certify that DONALD CABLE and wife, MARTHA J. CABLE, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 29th day of November, 2004.

Andrea D. Woodring  
Notary Public



My commission expires: 8/8/2009

\_\_\_\_\_  
NORTH CAROLINA, \_\_\_\_\_ County.  
I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally came before me this day and acknowledged that he/she is \_\_\_\_\_ Secretary of \_\_\_\_\_, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal and attested by him/her as its \_\_\_\_\_ Secretary. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY STAMP/ SEAL TO THE RIGHT OF THIS LOCATION  
(must be no closer than 1/2" of right margin)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

The foregoing Certificate(s) of Andrea D. Woodring - Notary Public  
is/are certified to be correct. This instrument and this certificate are duly registered at the date and in the Book and Page shown on the first page hereof.

Andrea W. Moore REGISTER OF DEEDS FOR Henderson COUNTY

By Luella Forecutt Deputy/Assistant-Register of Deeds.



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Susan G. Frady

**Department:** Development Asst Dept

**Date Submitted:** 2/17/17

**Presenter:** Susan G. Frady, Development Asst Director

**Date of Council Meeting to consider this item:** 3/2/17

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 05biii

The City of Hendersonville has received a petition from Jere E. Hyder and Mary H. Hyder for contiguous annexation of parcel 9569-74-0150 containing 10.22 acres located off of North Main Street. This annexation application is related to a sewer service request. 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: \$ \_\_\_\_\_ 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 Housing Assistance Corporation petition and set April 6, 2017 as the date for the public hearing.

## Attachments:

Survey  
Legal Description  
Clerk's Certificate of Sufficiency



BEING THE PROPERTY DESCRIBED IN DEED BOOK 900, PAGE 525.

BEGINNING AT A CAPPED REBAR THE SOUTHEAST CORNER OF DEED BOOK 900, PAGE 525;  
THENCE NORTH 41 DEGREES 04 MINUTES 40 SECONDS EAST A DISTANCE OF 1061.86 FEET PASSING A  
1/2" IRON PIPE ONLINE AT A DISTANCE OF 1033.63 FEET TO A POINT IN THE CENTER LINE OF MUD CREEK  
SAID POINT STANDS NORTH 65 DEGREES 33 MINUTES 54 SECONDS WEST A DISTANCE OF 4437.26 FEET GROUND  
AND 4436.27 FEET GRID DISTANCE FROM N.C.G.S. "CINEMA" HAVING N.A.D. 83/86 COORDINATES OF  
NORTH- 592582.75', EAST- 971691.78' WITH A COMBINED FACTOR OF 0.99977833;  
THENCE WITH THE CENTERLINE OF MUD CREEK THE FOLLOWING COURSES;  
THENCE NORTH 27 DEGREES 51 MINUTES 59 SECONDS WEST A DISTANCE OF 13.61 FEET TO A POINT;  
THENCE NORTH 35 DEGREES 11 MINUTES 17 SECONDS WEST A DISTANCE OF 163.47 FEET TO A POINT;  
THENCE NORTH 51 DEGREES 54 MINUTES 12 SECONDS WEST A DISTANCE OF 132.32 FEET TO A POINT;  
THENCE LEAVING CREEK SOUTH 50 DEGREES 35 MINUTES 21 SECONDS WEST A DISTANCE OF 122.81 FEET  
PASSING A #4 REBAR ONLINE AT 33.57 FEET TO A 1/2" IRON PIPE;  
THENCE SOUTH 59 DEGREES 31 MINUTES 33 SECONDS WEST A DISTANCE OF 197.45 FEET TO A P.K. NAIL;  
THENCE SOUTH 62 DEGREES 07 MINUTES 29 SECONDS WEST A DISTANCE OF 264.63 FEET TO A P.K. NAIL;  
THENCE SOUTH 55 DEGREES 29 MINUTES 14 SECONDS WEST A DISTANCE OF 84.01 FEET TO A POINT IN THE  
EASTERN MARGIN OF THE PAVEMENT OF NORTH MAIN STREET, S.R. 1503;  
THENCE SOUTH 37 DEGREES 49 MINUTES 26 SECONDS WEST A DISTANCE OF 69.26 FEET TO POINT IN THE  
CENTERLINE OF NORTH MAIN STREET AND CONTINUING;  
THENCE SOUTH 27 DEGREES 03 MINUTES 49 SECONDS WEST A DISTANCE OF 42.74 FEET TO A POINT;  
THENCE SOUTH 23 DEGREES 06 MINUTES 28 SECONDS WEST A DISTANCE OF 45.88 FEET TO A POINT;  
THENCE SOUTH 17 DEGREES 11 MINUTES 37 SECONDS WEST A DISTANCE OF 60.64 FEET TO A POINT;  
THENCE SOUTH 12 DEGREES 47 MINUTES 11 SECONDS WEST A DISTANCE OF 56.99 FEET TO A POINT;  
THENCE SOUTH 11 DEGREES 02 MINUTES 57 SECONDS WEST A DISTANCE OF 38.14 FEET TO A POINT;  
THENCE SOUTH 09 DEGREES 41 MINUTES 56 SECONDS WEST A DISTANCE OF 34.50 FEET TO A POINT;  
THENCE SOUTH 08 DEGREES 04 MINUTES 30 SECONDS WEST A DISTANCE OF 62.43 FEET TO A POINT;  
THENCE SOUTH 05 DEGREES 49 MINUTES 28 SECONDS WEST A DISTANCE OF 63.25 FEET TO A POINT;  
THENCE SOUTH 03 DEGREES 56 MINUTES 27 SECONDS WEST A DISTANCE OF 39.15 FEET TO A POINT;  
THENCE LEAVING SAID CENTERLINE OF ROAD SOUTH 48 DEGREES 04 MINUTES 21 SECONDS A  
DISTANCE OF 291.18 FEET PASSING A #5 REBAR ONLINE AT 30.07 FEET TO A CAPPED REBAR;  
WHICH IS THE POINT OF BEGINNING;

HAVING AN AREA OF 10.22 ACRES.

Document preparation only;  
no certification of title should  
be implied.

525

Filed and recorded in the Register of Deeds Office for  
Henderson County, N. C. this 12 day of July, 1996  
at 11:45 o'clock A.M. in Book 900 at page 525

*Hedra Whitlock Moore*  
Register of Deeds  
By: *Patsy B Higgins*  
Asst

Excise Tax 0

Recording Time, Book and Page

Tax Lot No. .... Parcel Identifier No. ....  
Verified by ..... County on the ..... day of ....., 19.....  
by .....

Mail after recording to .....

This instrument was prepared by ..... John E. Tate, Jr., Attorney at Law, Hendersonville, NC 28792

Brief description for the Index  
1500 N. Main St., Hendersonville

### NORTH CAROLINA NON-WARRANTY DEED

THIS DEED made this ..... day of ..... July ..... 19.96...., by and between

**GRANTOR**

JERE E. HYDER, Executor  
of the Estate of  
MAUDE E. GREGORY (95E379)

**GRANTEE**

JERE E. HYDER and wife,  
MARY HELEN HYDER

1500 North Main Street  
Hendersonville, NC 28792

Enter in appropriate block for each party; name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of ..... Hendersonville..... Township, ..... Henderson..... County, North Carolina and more particularly described as follows:

Beginning on a stake eight feet east of the center of the Clear Creek Road, at the point where it crosses the Asheville and Spartanburg railroad and just fifty feet north of the center of said railroad tract and running thence South 50½° East, parallel with railroad 17 poles to a stake and pointers; thence North 38½° East 65½ poles to the canal. Thence down the canal North 45½° West 17 poles to the long bridge on the Clear Creek Road. Thence with said road as follows: South 55° West 44½ poles to a stake; thence South 11° West 21 poles to a stake; thence South 2¼° West 7 poles to the beginning and containing 10 acres- be the same more or less, and being all of that tract of land as conveyed by Maj. T.G. Barker and wife to J.P. Hyder by Deed dated June 21, 1906 and recorded in Book 56, Page 270 of the records of deeds for Henderson County, subsequently conveyed by Mattie M. Hyder and husband, Henry C. Hyder to Hartwell Gregory and wife, Maude E. Gregory on August 2, 1946, recorded in Deed Book 267 at Page 127, Henderson County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 267, Page 127;

Henderson County Registry

A map showing the above described property is recorded in Plat Book page

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: President

ATTEST:

Secretary (Corporate Seal)

ESTATE OF MAUDE E. GREGORY (SEAL)

By: Jere E. Hyder, Executor (SEAL)

USE BLACK INK ONLY



NORTH CAROLINA, Henderson County.

I, a Notary Public of the County and State aforesaid, certify that Jere E. Hyder, Executor of the Estate of Maude E. Gregory, Grantor,

personally appeared before me this 12 day of July, 1996 and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12 day of July, 1996.

My commission expires: Nov. 14, 2000. Melissa D. Vaughn, Notary Public

SEAL - STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, spated with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this day of 19.

My commission expires: Notary Public

The foregoing Certificate(s) of Melissa D. Vaughn

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By: Nedra Whitlock Moses, Register of Deeds for Henderson County; Jelay S. Higgins, Deputy Assistant-Register of Deeds.

## CERTIFICATE OF SUFFICENCY

**RE:   Petition for Contiguous Annexation  
      Jere E. Hyder and Mary H. Hyder  
      File No. P17-07-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 parcel 9569-74-0150 containing 10.22 acres located at 1500 N. Main Street.

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

Having made the findings stated above, I hereby certify the petition for contiguous annexation presented by the Housing Assistance Corporation is valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 17 day of Feb., 2017.

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



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Brent Detwiler

**Department:** Engineering

**Date Submitted:** 2/22/17

**Presenter:** Brent Detwiler

**Date of Council Meeting to consider this item:** 3/2/17

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 05c

On-Call Streambank Restoration & Environmental/Floodplain Permitting

Staff requires the use of environmental engineering consultants to complete streambank restoration design and environmental and floodplain permitting and review projects. This is especially necessary due to the recently approved state-funded Streambank Restoration project. In following the North Carolina General Statute, the Engineering Department recently advertised a Request for Qualifications for these services, received six (6) qualification statements, and determined the three (3) most qualified firms to provide these services. The selected firms are:

Wildlands Engineering, Inc. of Asheville, NC  
Mattern & Craig of Asheville, NC  
Michael Baker Engineering, Inc. Asheville, NC

Staff plans to engage the services of these 3 firms for a period of five years. The selected firms will provide work on an as-needed basis. We are asking Council to approve the list of on-call environmental engineering firms and authorize the City Manager to execute agreements with each of the firms. Please let us know if you have any questions or need additional information.

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 approve the following list of environmental engineering firms for on-call services: Wildlands Engineering, Mattern & Craig and Michael Baker Engineering.

I also move to authorize the City Manager to execute on-call agreements for streambank restoration and environmental permitting services work with said firms; as presented and recommended by staff.

## Attachments:

Request for Qualifications and Scoring Summary Sheet

**REQUEST FOR QUALIFICATIONS  
FOR ON-CALL  
STREAMBANK RESTORATION & ENVIRONMENTAL/FLOODPLAIN PERMITTING  
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF HENDERSONVILLE  
December 9, 2016**

The City of Hendersonville, North Carolina (City) is interested in entering into an Agreement with a firm to provide on-call professional engineering design, permitting and construction management services for various streambank restoration and environmental and floodplain modeling/review/commenting/permitting projects. It is the intent of the City to select the best qualified firm on the basis of demonstrated competence and qualification and to engage the services of such firm for a period of five years. The selected firm shall provide work on an as-needed basis and upon assignment by the City. Selection is not a guarantee that any minimum amount of services will be assigned. Additionally, the City reserves the right to issue future Request for Qualifications (RFQ) as may be needed, and to solicit responses from firms not selected as part of this process.

The first project to be completed under this Agreement will involve a recently-funded Multi-area Streambank Restoration project. [The City received a letter of intent from the North Carolina Department of Environmental Quality's Division of Water Infrastructure \(DWI\) to fund this project which involves the restoration of approximately sixteen \(16\) sites throughout the Hendersonville area.](#) Most of the sites have the potential to impact existing City sanitary sewer infrastructure, which is what prompted the project. This proposed project will include, but not be limited to: surveying, design, permitting, bidding, construction administration and fulfilling any associated DWI reporting requirements. [An Engineering Report has recently been completed by City staff and submitted to DWI for review. This document is provided here for reference.](#)

Anticipated services for this first include, but are not limited to:

- Site assessments of all of the project sites including topographic survey.
- Design which will include plan and profile views with bank grading sections and associated details. Invasive species removals will also likely be necessary.
- Recommendation and preparation of conservation easements.
- 401 and 404 permitting as well as floodplain development permits. This may also involve modeling channel conditions and completion of a CLOMR/LOMR process as necessary.
- Bidding and construction services including pre-bid, pre-construction and progress meetings, construction observation and inspection.

Future projects will follow as the City anticipates that a five-year on-call agreement will be executed with the selected consulting firm.

Firms interested in performing these services must exhibit relevant experience with this type of work, as outlined below and should emphasize both the experience and capability of the particular personnel who will actually perform the work. The successful engineering firm shall meet the following requirements:

- The firm shall have comprehensive experience and have the ability to respond to requests in a timely manner. Communication is critical to any successful project, and the selected firm will be expected to communicate regularly with City staff as needed.
- The consultant shall be responsible for providing the necessary personnel, equipment and expertise for all work required.
- Have sufficient familiarity and project experience with streambank restoration and environmental/floodplain permitting projects.
- Have sufficient support staff, technicians, clerks, etc., to effectively process and deliver the work product.
- Be accountable for all quality control associated with work done for the City of Hendersonville under the terms of the Agreement.
- Keep current all required insurance coverage sufficient to cover the projected liability of all projects assigned to the consultant. As part of the Agreement, the firm will be required to provide evidence of coverage of professional liability insurance, and that it will indemnify and hold harmless the City from any and all claims and/or liability, which may arise as a result of the engineering firm's negligence, errors, and/or omissions.

At a minimum, all interested firms are required to submit a statement of qualifications and experience containing the following information:

- Summary - A summary should provide a brief but thorough overview of how your company can provide these design services to the City. Include an introductory statement and a summary of your company's experience with the work described above. Provide firm name, address, telephone number, email address, and contact person(s). Provide the year in which firm was established and any former names under which the firm operated.
- Capacity to Perform Required Services and Qualifications - Provide a complete description of project staff in the form of a graphic organizational chart and a staffing summary that addresses individual roles and responsibilities. Provide a resume for each of the staff members that will be involved in this project. Identify the specific Project Manager and key staff proposed for this project. The Project Manager should have extensive experience in related work to this project, both in scope and extent. A resume of each member of the team is necessary and should detail relevant experience, length of service with the firm and job duties during his/her tenure, educational background and professional background.
- Experience - Provide documentation of relevant experience from projects of similar size and scope completed by the firm within the past five (5) years. This shall list the following as a minimum:
  - Client and client's point of contact information (mailing address, email addresses and phone numbers)
  - Name, location and detailed description of the project
  - Project start and completion dates
  - Design fee, construction cost and change order amounts

- Project staff and their role
- References - Provide at least three (3) references that the City may contact to verify your qualifications, experience and involvement in the stated activities and projects. Job title, telephone numbers, e-mail address and a physical address for each reference listed should be included in your statement of qualifications.

The attached evaluation will be used in the selection process. A clear, well-defined scope of services will be established with the selected engineering firm; a proposal including costs will be developed and submitted by the engineer; and the work will proceed upon written authorization by the City.

Submissions must be sent in PDF format and emailed to [bdetwiler@hvlnc.gov](mailto:bdetwiler@hvlnc.gov) by 2:00 p.m. local time on **Friday, January 6, 2017**. PDF files must contain the signatures of company representatives who are authorized to execute documents on behalf of the firm. **The total length of the qualification statement, excluding any cover letter or appendices, shall be no more than thirty (30) pages.** Qualification statements received after the deadline will not be considered. Any questions regarding this request should be directed to Brent Detwiler, PE, City Engineer, City of Hendersonville, NC at (828) 697-3060 or [bdetwiler@hvlnc.gov](mailto:bdetwiler@hvlnc.gov).

The selected firm will be notified by January 20, 2017 and will be expected to enter into an agreement with the City as soon as possible after such notification.

The City of Hendersonville accepts no responsibility for any expense related to preparation or delivery of qualification statements. The City of Hendersonville reserves the right to: reject any and all qualification statements, select the firm most qualified for the referenced work, waive technical errors and informalities, and to accept the qualification statement, which, in its sole judgment, best serves the public interest.

It is the policy of the City of Hendersonville that all original documents, reports, studies and other data produced as a direct result of the services performed under the contract shall become the property of the City of Hendersonville and Hendersonville Water and Sewer. Any copyrighting of material produced as a result of the services performed shall be in the City of Hendersonville's name. Where licensed material is incorporated as an integral component of the services provided the firm shall register the City as a licensed user and shall provide the City with one complete copy of the licensed material.

It is the practice of the City to provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities. The City of Hendersonville is an Equal Employment Opportunity Employer.

### QUALIFICATION STATEMENT EVALUATION

Name of Firm: \_\_\_\_\_  
Location of Firm: \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Name of Reviewer: \_\_\_\_\_

Minimum Content Checklist:

*Summary:*

- Introductory statement
- Summary of work
- Full contact information (name, address, phone numbers, email, contact person)
- Year firm established & any former names
- Proof of licensure

*Capacity to Perform Required Services and Qualifications:*

- Roles & responsibilities of each
- Resumes included

*Experience:*

- Relevant projects in last 5 years
- Client
- Client point of contact info
- Firm's role in project
- Start & completion dates
- Design fee
- Construction cost
- Change order amounts
- Project staff and roles

*References:*

- At least 3 references provided
- Job title
- Phone number
- Email address
- Physical address

Evaluation Criteria	Possible Points	Points Given
Understanding of the City's required tasks and needs as demonstrated in the qualifications statement	20	
Experience with similar projects comparable in type, size, and complexity	20	
Qualifications of the staff assigned to perform the work	20	
Demonstrated ability of the Consultant to perform high quality work, to control costs, and meet project schedules. Previous positive experience with City will be heavily weighed.	40	
<b>POINT TOTAL</b>	<b>100</b>	

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR ON-CALL  
STREAMBANK RESTORATION & ENVIRONMENTAL/FLOODPLAIN PERMITTING  
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF HENDERSONVILLE**

ADDENDUM NO. 1

January 5, 2017

The attention of all prospective firms for the above-referenced On-Call Service RFQ, of which qualification statements are due by 2pm on January 6, 2017, is called to this Addendum No. 1:

1. **Per the request of several prospective firms, the due date for qualification statement submission has been extended to 2pm on Friday, January 13, 2017.**
2. Several questions were submitted by interested consultants. These questions and answers/clarifications are provided below.
  - *The evaluation sheet lists proof of licensure as one of the criteria. Is this for the firm, for the individuals, or both?*  
**Just the firm is fine.**
  - *We were hoping to review the City's standard Terms and Conditions for this contract ahead of time in case we are selected. Could you please send me this document for our preliminary review at your convenience?*  
**At this time we do not have a standard Terms and Conditions available. The City usually will use the contract documents provided by the engineering firm with a review by our City Attorney and management staff.**
  - *Are the projects anticipated to include comprehensive stream corridor and geomorphic assessment so that channel evolution and channel processes are considered during development of long-term solutions? Or, is the analysis more focused only on streambank stability, so that the repairs only consider the localized conditions?*  
**Most of the restoration areas will probably be somewhat localized in order to protect the City's existing infrastructure, but we will certainly discuss further with the selected consultant while preparing a proposal.**
  - *A typical CLOMR/LOMR process duration can be 1 to 2 years, if the public notification and comment period is considered. Therefore, is it Hendersonville's desire to develop designs focused on a "No-Rise" condition, thereby eliminating*

RFQ FOR ON-CALL STREAMBANK RESTORATION & ENVIRONMENTAL/FLOODPLAIN  
PERMITTING  
PROFESSIONAL ENGINEERING SERVICES  
ADDENDUM NO. 1

January 5, 2017

Page 2 of 3

*the need for the CLOMR/LOMR process?*

**We have done several restoration projects in recent years and have been able to complete all of them with a no-rise condition. We assume that will be the case at each of the 16 sites.**

- *Will the City provide easement acquisition services for conservation easements recommended by the consultant, or will the consultant be responsible for negotiating and acquiring easements? We understand that the consultant will be expected to prepare plats associated with the conservation easements. However, the consultant will NOT be expected to perform any negotiations with adjacent property owners or other such tasks; instead, these issues will be handled by the City's legal department. Can you confirm these assumptions?*

**We will need easement drawings and descriptions prepared, but our legal department will actually complete the negotiations and acquisition.**

- *Do you expect sanitary sewer relocation design to be required? Will the consultant be expected to perform ancillary design work such as sewer replacement that may be in conflict with the proposed stream bank revetments?*

**In some areas as shown in the ER there will likely be some ancillary sewer design work necessary as part of the streambank restoration project.**

- *Once projects reach the construction phase, approximately how many hours per week will construction inspection/oversight be required?*

**We don't know – this will be determined during the proposal phase.**

- *What firms have been selected to provide similar services in the past?*

**We have worked with Wildlands Engineering in the past.**

- *Is it acceptable to the City for us to visit some of the 16 sites listed in your Multi-area Streambank Restoration Project Engineering Report? Conversely, are there sites that we should not visit on our own? I know that some sites are along public right-of-ways and I would assume that it is no problem to visit them; however, others are not and I am concerned about visiting them without City permission. Our purpose would be to obtain an idea of the range of need at these sites and to take photos that we can use in our SOQ.*

**You can definitely visit any of the sites you feel comfortable. We have access to most via our sanitary sewer easements, and you could use the same method to take any require photos.**

**RFQ FOR ON-CALL STREAMBANK RESTORATION & ENVIRONMENTAL/FLOODPLAIN PERMITTING  
PROFESSIONAL ENGINEERING SERVICES**

**ADDENDUM NO. 1**

January 5, 2017

Page 3 of 3

- *Based on our understanding of the Letter of Intent from NCDEQ, the milestone date of November 1st, 2017 is for the initial submittal package for these projects. That would mean that the documents that we produce for this milestone are the initial documents for permitting purposes (i.e. they are NOT fully permitted construction documents). Then, over the course of the following months we would receive comments / approval from the various agencies (NCDEQ, USACOE, and FEMA). Do you concur with this understanding of the project?*

**Yes – that seems to be in line with our understanding of the milestones**

- *It is our understanding that the dates listed in the August 1st letter are negotiable depending on project constraints.*

**The City has not been told that the milestone dates in the August 1 letter are negotiable. We would assume that all of the milestone dates must be met as indicated.**

- *It appears that the projects in the engineering report will be designed and implemented in 2017, leaving 4 years remaining of the on-call contract. For the remaining years of the contract, how does the City intend to plan and prioritize future stormwater and / or stream projects? Would watershed planning, financial planning, or creek analysis / creek corridor master planning be an expected task?*

**We envision any of the items you mentioned above as well as further streambank restoration and floodplain permitting work.**

3. **A reminder, the due date for submission of qualification statements has been extended to Friday, January 13, 2017 at 2pm.**

**CITY OF HENDERSONVILLE**



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Brent G. Detwiler, PE  
City Engineer

		Name	Coastal Planning & Engineering of North Carolina	Mattern & Craig	Michael Baker International	Robinson Design Engineers	Vaughn & Melton	Wildlands Engineering
		Location	Wilmington, NC	Asheville, NC	Asheville, NC	Asheville, NC	Asheville, NC	Asheville, NC
PROFESSIONAL SERVICES QUALIFICATION STATEMENT EVALUATION	Brent Detwiler	Understanding of the City's required tasks and needs as demonstrated in the qualifications statement (20)	18	19	19	20	17	20
		Experience with similar projects comparable in type, size, and complexity (20)	20	20	20	18	17	20
		Qualifications of the staff assigned to perform the work (20)	20	20	20	18	19	20
		Demonstrated ability of the Consultant to perform high quality work, to control costs, and meet project schedules. Previous positive experience with City will be heavily weighed. (40)	25	35	25	37	29	40
		<b>SUB-TOTAL</b>	83	94	84	93	82	100
		<b>RANK</b>	5	2	4	3	6	1
	Brendan Shanahan	Understanding of the City's required tasks and needs as demonstrated in the qualifications statement (20)	18	18	20	19	18	20
		Experience with similar projects comparable in type, size, and complexity (20)	18	16	20	18	16	18
		Qualifications of the staff assigned to perform the work (20)	16	16	20	18	16	19
		Demonstrated ability of the Consultant to perform high quality work, to control costs, and meet project schedules. Previous positive experience with City will be heavily weighed. (40)	32	35	32	40	33	39
		<b>SUB-TOTAL</b>	84	85	92	95	83	96
		<b>RANK</b>	5	4	3	2	6	1
	Travis Penland	Understanding of the City's required tasks and needs as demonstrated in the qualifications statement (20)	20	20	20	18	20	20
		Experience with similar projects comparable in type, size, and complexity (20)	20	18	15	15	15	20
		Qualifications of the staff assigned to perform the work (20)	20	20	20	20	20	20
		Demonstrated ability of the Consultant to perform high quality work, to control costs, and meet project schedules. Previous positive experience with City will be heavily weighed. (40)	35	35	35	35	35	35
		<b>SUB-TOTAL</b>	95	93	90	88	90	95
		<b>RANK</b>	1	3	4	6	4	1
	Mike Huffman	Understanding of the City's required tasks and needs as demonstrated in the qualifications statement (20)	20	20	20	18	18	20
		Experience with similar projects comparable in type, size, and complexity (20)	18	15	13	13	13	18
Qualifications of the staff assigned to perform the work (20)		20	20	20	20	20	20	
Demonstrated ability of the Consultant to perform high quality work, to control costs, and meet project schedules. Previous positive experience with City will be heavily weighed. (40)		30	38	35	35	35	38	
<b>SUB-TOTAL</b>		88	93	88	86	86	96	
<b>RANK</b>		3	2	3	5	5	1	
Keith Fogo & Sam Payne	Understanding of the City's required tasks and needs as demonstrated in the qualifications statement (20)	20	20	20	20	20	20	
	Experience with similar projects comparable in type, size, and complexity (20)	20	20	20	5	5	20	
	Qualifications of the staff assigned to perform the work (20)	20	20	20	10	20	20	
	Demonstrated ability of the Consultant to perform high quality work, to control costs, and meet project schedules. Previous positive experience with City will be heavily weighed. (40)	30	35	35	20	10	35	
	<b>SUB-TOTAL</b>	90	95	95	55	55	95	
	<b>RANK</b>	4	1	1	5	5	1	
		<b>AVERAGED SUB-TOTALS</b>	88	92	90	83	79	96
		<b>AVERAGED RANK</b>	3.60	2.40	3.00	4.20	5.20	1.00



# CITY OF HENDERSONVILLE

## AGENDA ITEM SUMMARY

**Submitted By:** Brent Detwiler

**Department:** Engineering

**Date Submitted:** 2/22/17

**Presenter:** Brent Detwiler

**Date of Council Meeting to consider this item:** 3/2/17

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item #** 05d

Waste Boundary Delineation, Landfill Gas Evaluation and Soil Cover Evaluation:

Portions of the Mud Creek Dump were discovered during the Jackson Park Sewer Interceptor project. The discovery led to a first phase study performed by Hart & Hickman, PC, an environmental consulting firm, and coordinated through the NC Department of Environmental Quality's (DEQ) Inactive Hazardous Sites Program. The study was completed in 2015, approved and reimbursed by DEQ. Results of the first phase study led to another investigation, which indicated that there were three discrete areas of waste disposal. Last year DEQ funded a further investigation of the Mud Creek Dump. This was a Waste Disposal Boundary Delineation and Surface Vapor Survey and involved soil borings and vapor monitoring on City property. This investigation was recently completed and accepted by DEQ. It led to additional questions regarding the limits of the waste area.

Additional work must be completed to define the western limits of buried waste associated with the Mud Creek Dump. A landfill gas evaluation will be completed as well as an assessment of soil cover thickness overlying buried waste material in areas routinely accessed by the public including William H. King Memorial Park and baseball diamond and portions of the Oklawaha Greenway easement near William H. King Memorial Park. This scope of work has been approved by DEQ and will be reimbursed. Hart & Hickman have submitted a proposal for the Waste Boundary Delineation, Landfill Gas Evaluation and Soil Cover Evaluation as described above. The proposal is attached and we welcome any questions that you may have.

**Budget Impact:** \$ 78,500 Is this expenditure approved in the current fiscal year budget?  No If no, describe how it will be funded.

The City will be reimbursed by the NC DEQ Division of Waste Management's Inactive Hazardous Sites Branch for funds expended provided work was pre-approved by the Branch. Budget Amendment is included in the budget amendment item.

### Suggested Motion:

I hereby move to approve a proposal from Hart & Hickman, PC for completion of the Mud Creek Dump - Waste Boundary Delineation, Landfill Gas Evaluation and Soil Cover Evaluation and to authorize the City Manager to execute a contract for said work; as presented and recommended by staff.

### Attachments:

Hart & Hickman, PC Proposal for Mud Creek Dump - Waste Boundary Delineation, Landfill Gas Evaluation and Soil Cover Evaluation



**Via Email**

February 10, 2017

City of Hendersonville  
Engineering Department – Water and Sewer Projects  
145 Fifth Avenue East  
Hendersonville, NC 28792

Attn: Mr. Brent Detwiler, PE

Re: **Revised - Work Plan and Cost Proposal**  
**Waste Boundary Delineation, Landfill Gas Evaluation and Soil Cover Evaluation**  
Mud Creek Dump – NONCD0000798  
Hendersonville, North Carolina  
H&H Proposal No. 17-011

Dear Brent:

Hart & Hickman, PC (H&H) is pleased to present this revised work plan and cost proposal (Work Plan) to the City of Hendersonville (City) for additional Waste Disposal Boundary Delineation, Landfill Gas Evaluation, and Soil Cover Evaluation assessment activities at the Mud Creek Dump (NONCD0000798) (subject Site). The subject Site is located west of Mud Creek between William H. King Memorial Park and Lincoln Circle in Hendersonville, Henderson County, North Carolina. A Site location map is provided as Figure 1 and a Site map depicting the Site and surrounding area is provided as Figure 2.

The Work Plan outlines proposed assessment activities based on the Pre-Regulatory Landfill Unit (Unit) Guidelines for Addressing Pre-Regulatory Landfills and Dumps dated November 2015 and supplemental recommendations provided by Mr. David Kwiatkowski in an email to the City of Hendersonville dated January 13, 2017.

## **1.0 Scope of Work**

This scope of work includes activities (Subtask A - Subtask F) associated with the preparation of this work plan, proposed assessment activities, data evaluation, and report preparation. Project Management time is included as necessary within each subtask. Field days are assumed to be 10 hour field days and includes additional time for mobilization(s), field data evaluation, and shipment of samples collected for laboratory analyses. The following sections outline the details of the proposed

scope of work for the next phase of assessment activities associated with the Mud Creek Dump. In addition to performing the scope of work outlined for each subtask below, the following tasks will be addressed as part of the proposed field activities (Subtask C-Subtask E).

- **Sampling Documentation**

Soil boring and landfill gas probe locations will be given unique identifiers and locations will be estimated in the field using a hand-held Trimble GeoXT Global Positioning System (GPS) unit capable of sub-meter accuracy using differential correction. In addition, H&H will document observed significant land disturbance, and include a photographic log documenting field activities.

- **Decontamination**

Non-dedicated equipment and tools will be decontaminated prior to use at each boring or sampling location, or following exposure to soil, groundwater, or waste material.

- **Investigation Derived Waste**

Drill cuttings and soil investigation derived waste (IDW) generated during proposed assessment activities will be inspected for unusual odors, staining, and field screened for volatile organic vapors using a calibrated photoionization detector (PID). Drill cuttings and IDW soil will be used to backfill soil borings unless obvious evidence of significant impacts are observed during field screening or a boring is advanced into the saturated zone.

Impacted soil will be containerized in 55-gallon steel drums, appropriately labeled, and transported off-Site for disposal in a suitable permitted facility. Borings advanced into the saturated zone will be abandoned with hydrated bentonite or grout to the ground surface. Please note that containerized soil may need to be sampled for waste characterization and disposal purposes. Cost estimates for waste characterization analyses and drum disposal are not included in this proposal. The City will be contacted to discuss sampling and disposal of containerized material if potentially impacted media are encountered.

### ***Subtask A – Work Plan Preparation***

H&H will prepare a work plan and cost estimate for outlining details associated with additional Waste Disposal Boundary Delineation, Landfill Gas Evaluation, and Soil Cover Evaluation assessment activities at the Mud Creek Dump as requested by the City. This task includes project scoping, bid collection, technical proposal and cost estimate preparation. Upon completion and approval of this submittal, H&H will consider this task fulfilled.

### ***Subtask B - Health and Safety Plan***

Per H&H policy, a Site-specific Health and Safety Plan (HSP) will be prepared to meet Occupational Safety and Health Administration (OSHA) requirements and help ensure the work is conducted safely. At the beginning of each day, health and safety briefings will be conducted with all on-Site personnel prior to beginning field activities. We understand that the Unit will not reimburse for these costs; however, to ensure safety of our employees and to meet OSHA requirements, a HSP will be prepared and implemented.

### ***Subtask C–Waste Boundary Delineation***

H&H conducted initial waste boundary delineation activities at the Site in June 2016. Results of the waste boundary delineation assessment activities identified two distinct areas of buried waste. Waste disposal boundary delineation activities conducted in the northern of the two waste disposal areas indicated that portions of buried material may extend to the west-southwest of the Site onto private properties located along Lincoln Circle, Martin Circle and Robinson Terrace (Figure 2). Additional waste disposal delineation activities are needed in this area to define the western limits of buried waste associate with the Mud Creek Dump.

Proposed waste disposal boundary delineation boring locations west-southwest of the northern waste disposal area are depicted on Figure 3. Based on the proposed boring locations and Henderson County property records, up to eleven private property access agreements will be needed to conduct waste disposal delineation activities west-southwest of the Site. A summary of property information is provided as Table 1 and the property locations are shown with corresponding identification numbers on Figure 3. Based on conversations with the City, H&H understands that the City will obtain the necessary access agreements prior to beginning assessment activities. Therefore, costs for obtaining access agreements for the eleven private properties has not been included in this cost proposal.

Prior to initiating drilling activities, H&H will contact North Carolina 811, the public utility locator to identify and mark underground utilities in the vicinity of the subject Site. H&H will also contract with a private utility locating firm to further screen for subsurface utilities located on private properties. In addition, H&H will direct the drilling subcontractor to advance each boring by hand to a minimum of five feet below ground surface (ft bgs) to clear for unmarked subsurface utilities.

H&H will contract with the drilling company Environmental Drilling and Probing Services (EDPS) to advance approximately 14 primary soil borings on properties located adjacent to the west-southwest of the Site to evaluate subsurface conditions for the presence of buried waste. The primary soil boring locations are based on results of previous nearby waste delineation borings.

The delineation borings will be advanced using a small track-mounted drill rig utilizing small diameter solid-stem auger drilling techniques. Soil borings will be advanced to depths of approximately 15 to 20 ft bgs or refusal (if shallower) at the 14 primary locations. The anticipated terminal depth of the proposed borings is approximately five feet deeper than initial waste boundary delineation borings due to increasing elevations west of the Site. At each boring location, if possible, additional borings will be advanced either inward relative to the inferred limit of waste disposal based on previous assessment activities, or outward from the primary locations until the extent of buried material has been delineated. An estimated 28 soil borings have been included in the cost proposal. If additional borings are required in order to adequately delineate the waste disposal boundary, H&H will contact the City for approval prior to advancing additional borings.

At each boring location, soils will be visually inspected to log waste and/or soil characteristics. Soil classifications will be logged for each soil boring by soil type according to the Unified Soil Classification System (USCS). Observed waste material type, relative amounts, and thickness will also be documented on the boring logs for each boring. During boring advancement, soils will also be inspected to identify evidence of contamination (odor, staining, free product, etc.). Soils demonstrating evidence of contamination will be screened for volatile organic vapors with a PID and screening results will be recorded along with the depth interval. Field instruments will be field calibrated on-Site at the start of each work day and periodically tested throughout the day. Calibration and field check results will be recorded by field personnel on instrument calibration forms.

#### ***Subtask D– Landfill Gas Evaluation***

H&H will direct EDPS to install a total of ten permanent landfill gas probes inside the two waste disposal areas as defined by waste disposal boundary delineation activities to evaluate the potential presence of subsurface landfill gases. Proposed locations of the landfill gas probes were selected to provide adequate coverage based on the estimated acreage of each waste disposal area and in areas where previous surface vapor survey activities identified detectable levels of landfill gasses. The number of landfill gas probes and their proposed locations may be adjusted based on results of the proposed waste boundary delineation assessment. If results of waste boundary delineation activities indicate that the area of waste disposal is larger than initially estimated, H&H will contact the City to discuss installation of additional landfill gas probes to account for the additional acreage. Cost for additional landfill gas probes and utility clearing at new locations is not included in this cost estimate. Proposed landfill gas probe locations are depicted on Figure 4 and Figure 5. As shown on Figure 4, six probes will be installed on the western side of the northern waste disposal area near the adjacent residential properties. As shown on Figure 5, four landfill gas probes will be installed with the limits of buried waste disposal in the southern waste disposal area – primarily used as a baseball field.

H&H will direct the drilling subcontractor to advance each boring by hand to a minimum of approximately five ft bgs to clear for unmarked subsurface utilities. Landfill gas probes will then be

installed using the track-mounted drill rig to advance a boring to a depth of approximately 10 to 15 ft bgs or approximately two ft above the seasonal high water table. Landfill gas probes will be screened within buried waste, and will be sealed at a minimum of five ft bgs. Landfill gas probes will be constructed with one-inch diameter Schedule 40 PVC, 0.010-inch machine slotted screen installed with a PVC riser pipe extending above the ground surface. A sand pack will be installed one to two feet above the top of the screened interval. An approximate two foot hydrated bentonite seal will be placed on top of the sand filter pack and the borehole annulus will be completed to the surface with cement grout. The landfill gas probes will be complete as permanent sampling points secured within an above ground steel housing.

Teflon tubing will be placed within the PVC gas probe across the screened interval. The Teflon tubing will be inserted into an expandable well cap equipped with a sampling port located outside of the gas probe. Teflon sample tubing will be secured to the sample port using a Swagelok nut and ferrule assembly to create an air tight seal.

A minimum of 24-hours after installation of the gas probes, H&H will collect field measurements for landfill gasses, atmospheric conditions, and volatile organic vapors at each landfill gas probe. Field measurements of volatile organic vapors will be collected using a calibrated MiniRae 3000 PID. Field measurements of methane, oxygen, carbon dioxide, carbon monoxide, hydrogen sulfide, and barometric pressure will be collected using a calibrated GEM 5000 PLUS landfill gas meter. Temperature and humidity measurements will be collected using a calibrated SPER Environmental Meter. If any compounds are detected or if the survey was conducted during a period of rising barometric pressure, H&H will contact the City to obtain approval for conducting a second confirmation survey on a subsequent day.

Meters will be field calibrated following manufacturers specifications and will include an automatic “warm-up self-test” and span gas calibration. Bump tests using span gas will be conducted at the beginning, middle and end of the landfill gas screening day. H&H will record field instrument manufacturers, model numbers, serial numbers, date of factory calibration, detection limits, type of calibration gas, expiration date of calibration gas, and other additional noteworthy information associated with field calibration or changing field conditions.

### ***Subtask E – Soil Cover Evaluation***

H&H will assess soil cover thickness overlying buried waste material in the southern waste disposal area in areas routinely accessed by the public including William H. King Memorial Park and baseball diamond and portions of the Oklawaha Greenway easement near William H. King Memorial Park. Proposed soil cover boring locations are depicted on Figure 6.

H&H will direct EDPS to advance approximately 33 soil cover borings until waste is encountered in approximately 100 foot gridded transects using decontaminated stainless steel hand augers. Each boring location will be assigned a unique sample identification label. At locations where soil cover is found to be six inches deep or greater, a soil sample will be collected for laboratory analysis from 0-6 inches bgs. Where soil cover is determined to be greater than 18 inches, a second soil sample will be collected for laboratory analysis from 12-18 inches bgs. Soil cover thickness borings will be advanced to approximately five ft bgs using stainless steel hand augers. Soil boring locations with greater than five feet of soil cover will be advanced with the track-mounted drill rig utilizing small diameter solid stem augers drilling techniques. Although not anticipated, if the track-mounted drill rig is needed to advance borings to depths greater than five ft bgs to reach buried waste, H&H will contact the City discuss additional drilling subcontractor costs.

This cost proposal includes costs for laboratory analysis of up to 66 soil samples (2 soil samples per boring). Continuous soil samples will be collected from the center of the hand auger at each boring location and inspected for unusual odors, obvious evidence of staining, and field screened for volatile organic vapors using a calibrated PID. Soil samples collected for laboratory analysis will be placed directly into laboratory supplied glassware, labeled with sample identification, time of sample collection, and requested analyses. The samples will be placed on ice in a laboratory supplied cooler and delivered to Pace Analytical under standard chain of custody protocol for the analyses listed below. The laboratory will be instructed to use the most current USEPA Contract Laboratory Program Target Compound list for:

- Volatile organic compounds (VOCs) plus Tentatively Identified Compounds (TICs) by EPA Method 8260B;
- 1,4-Dioxane by EPA Method 8260 Selected Ion Monitoring (SIM);
- Semi-volatile organic compounds (SVOCs) plus TICs by EPA Method 8270D;
- Total Metals by totals analysis (antimony, arsenic, beryllium, cadmium, chromium, copper, iron, lead, manganese, nickel, selenium, silver, thallium, and zinc) by EPA Methods 6020
- Mercury by EPA Method 7471;
- Ammonia by EPA Method 350.1 or 9050;
- Sulfate by EPA Method 300;
- Nitrate by EPA Method 353.2; and
- Polychlorinated Biphenyls (PCBs) by EPA Method 8082 (see below)

H&H will also collect three (3) background soil samples from areas near the Site that have not been affected by historical landfill operations to establish background concentrations for total metals (including mercury), PCBs, and polynuclear aromatic hydrocarbons (PAHs). Due to the presence of PCBs in soil samples previously collected near the northeastern edge of waste disposal near William H. King Memorial Park (near the location of formerly buried drums), three select soil samples from soil borings proposed near the Oklawaha Greenway easement (Figure 6) will be submitted for analysis of PCBs.

For quality assurance purposes, one trip blank and one rinse blank per day for analysis of VOCs by EPA Method 8260B will be collected for each sample shipment. H&H will also collect one duplicate soil sample per media, per day during sample collection. In addition to the analysis listed above, H&H will collect samples for PCBs Congeners by EPA Method 6009, and request that the laboratory hold the samples pending analytical results for samples collected for PCBs by EPA Method 8082. The cost for analysis of PCB Congeners by EPA Method 6009 is not included in this proposal. If PCBs are detected in soil using EPA Method 8082, H&H will contact the City to discuss analyzing that sample for congener specific analysis.

### ***Subtask F- Data Evaluation and Report Preparation***

Upon completion of the activities outlined above, H&H will prepare a report with a discussion documenting our evaluation of data collected for each task including supporting tables and figures. The report will consist of the following:

Detailed description of methodologies and results including:

- Summary of the overall scope of work including any deviations from this proposed scope of work
- Summary of the waste disposal delineation assessment activities
- Summary of landfill gas probe installation and screening activities
- Summary of soil cover thickness evaluation and sampling activities

Tabular summaries of results will include:

- GPS coordinates
- Landfill gas probe screening results
- Laboratory Analytical results

Supporting CAD generated figures will include the following:

- Most currently available USGS topographic map depicting contours within 1,000 feet of waste disposal boundary. Topographic contours will be depicted on of the following supporting maps.
- A Site and Surrounding Area Map indicating the locations of property boundaries, the interpreted horizontal extent of waste disposal based on soil borings, Site structures and buildings, and additional information pertinent to future assessment activities.
- Soil boring location maps including screening results
- Landfill gas probe location maps including screening results
- Soil cover thickness map depicting areas with less than 18 inches of soil cover and less than 6 inches of soil cover.
- If applicable, analytical soil results map depicting results detected at concentrations exceeding IHSB Preliminary Site Remediation Goals. (PRSGs)

The following raw data will be attached to the report as Appendices:

- Photographic log of the Site and activities conducted at the Site including any significant clearing or land disturbance
- Field notes documenting field activities
- Instrument calibration information
- Soil boring logs
- Analytical Data

## 2.0 Staffing and Schedule

The following is the proposed staffing and schedule for the scope of work presented in Subtask C, D, and E:

Schedule	Subtask	H&H Staff On-Site	Subcontractors On-Site
Week 1, Day 1	Subtask C Utility locate and boring mark out	1	1
Week 1, Day 2-4	Subtask C Waste Boundary Delineation	1	2
Week 1, Day 5	Subtask D (Landfill Gas Probe Installation)	1	2
Week 2, Day 6	Subtask D (Landfill Gas Probe Installation)	1	2
Week 2, Day 7	Subtask D (Landfill Gas Probe Screening) and Subtask E (Soil Cover Thickness Evaluation)	2	2
Week 2, Day 8-10	Subtask E (Soil Cover Thickness Evaluation)	2	2

Note: CAD and administrative level personnel not included in the above table.

H&H plans to begin coordination of field work within 15 working days of the approval of this work plan/cost proposal. The onset of field work will ultimately be contingent upon subcontractor availability and access agreements to private properties. H&H estimates the field investigation activities outlined above can be completed in approximately ten days including mobilization and demobilization. It is anticipated a draft report can be submitted to the City within twelve weeks of task order approval by the Unit and the City. A final report can be submitted within two weeks of

receiving comments from the Unit and the City. Invoices for work performed under this Task Order will be issued monthly to the City.

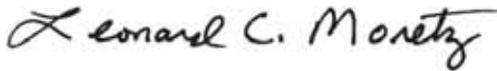
### 3.0 Estimated Costs

H&H proposes to conduct the additional Waste Disposal Boundary Delineation, Landfill Gas Monitoring, and Soil Cover Evaluation at the Mud Creek Dump on a time and materials basis using the Unit's approved fee schedule for the estimated costs summarized on the attached Revised Cost Proposal – HVL-004. Additionally, subcontractor quotes are included following the cost proposal.

Thank you for the opportunity to provide this proposal and we look forward to working with you and the City on this very important project. Should you have any questions or need additional information, please do not hesitate to call us at (704) 586-0007.

Very truly yours,

*Hart & Hickman, PC*



Leonard C. Moretz, PG, RSM  
Senior Consultant



Rebecca M. Deal  
Staff Geologist

#### Attachments

Table 1: Access Agreement Property List

Figure 1: Site Location Map

Figure 2: Site Map

Figure 3: Proposed Delineation Boring Location Map

Figure 4: Proposed Northern Area Landfill Gas Probe Location Map

Figure 5: Proposed Southern Area Landfill Gas Probe Location Map

Figure 6: Proposed Cover Thickness Sample Location Map

Revised Cost Proposal- HVL-004

Revised Driller subcontractor quotes

Revised Laboratory subcontractor quotes

Utility Locate subcontractor quotes

**AUTHORIZATION**

The scope of work and costs presented in H&H's Proposal No. 17-011 and the terms and conditions of the previously signed Professional Services Agreement are acceptable. H&H is authorized to proceed with the scope of work.

By: \_\_\_\_\_

Date: \_\_\_\_\_

For: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Site ID # NONCD0000798

Cost Proposal- HVL-004  
Mud Creek Dump

Remedial Investigation

**Subtask A - Work Plan and Cost Estimate Preparation**

Labor		Unit Rate	# Units	Cost
Personnel Level				
Principal		\$140.00	2	\$280.00
Senior		\$116.00	2	\$232.00
Project		\$100.00	4	\$400.00
Staff		\$85.00	10	\$850.00
Draftsperson/CAD		\$65.00	4	\$260.00
<b>Subtotal</b>				<b>\$2,022.00</b>

**Subtask B - Health and Safety Plan**

Labor		Unit Rate	# Units	Cost
Personnel Level				
Project		\$100.00	0	\$0.00
Staff		\$85.00	0	\$0.00
Word Processor/Clerical		\$49.00	0	\$0.00
<b>Subtotal</b>				<b>\$0.00</b>

**Subtask C - Additional Waste Boundary Delineation**

Labor		Unit Rate	# Units	Cost
Personnel Level				
Senior		\$116.00	1	\$116.00
Project		\$100.00	10	\$1,000.00
Staff w/ Mobilization (assumes 10 hour field days and includes field prep)		\$85.00	58	\$4,930.00
Draftsperson/CAD		\$65.00	4	\$260.00
Word Processor/Clerical		\$49.00	2	\$98.00

**Expendables and Reimbursables**

<u>Utility Locate Subcontractor (Sweetwater)</u>			
Mobilization	\$625.00	1	\$625.00
Per Diem (per person (1) / per day (2))	\$130.00	2	\$260.00
Utility Locate and Clear Boring Locations (hourly rate)	\$125.00	10	\$1,250.00

<u>Drilling Subcontractor (EDPS)</u>			
Mobilization	\$400.00	1	\$400.00
Auger Rig Daily Rate	\$1,300.00	3	\$3,900.00
Borehole / Well Abandonment	\$500.00	1	\$500.00
Drums	\$50.00	6	\$300.00
Per Diem (per person (2) / per day (3))	\$130.00	6	\$780.00
Skid-Steer Rental (2 days)	\$575.00	2	\$1,150.00
Clearing	\$100.00	4	\$400.00

<u>Miscellaneous</u>			
Mileage (to job site from Charlotte, NC)	\$0.5400	250	\$135.00
Per Diem (per person/per day)	\$130.00	4	\$520.00
MiniRae PID	\$125.00	3	\$375.00
Field Expendables	\$30.00	4	\$120.00
Trimble GeoX GPS Unit	\$150.00	3	\$450.00

**Subtotal** **\$17,569.00**

Subtask D- Landfill Gas Evaluation

<b>Labor</b>			
Personnel Level	Unit Rate	# Units	Cost
Senior	\$116.00	1	\$116.00
Project	\$100.00	8	\$800.00
Staff (assumes 10 hour field days and includes field prep)	\$85.00	40	\$3,400.00
<b>Expendables and Reimbursables</b>			
<u>Drilling Subcontractor (EDPS)</u>			
Geoprobe Daily Rate	\$1,300.00	2	\$2,600.00
Well Completions	\$150.00	10	\$1,500.00
Per Diem (per person (2) / per day (2))	\$130.000	4	\$520.00
<u>Miscellaneous</u>			
Mileage (1 round trip from Charlotte, NC)	\$0.5400	500	\$270.00
Per Diem (per person / per day)	\$130.00	3	\$390.00
MiniRae PID	\$125.000	3	\$375.00
Landtec GEM 5000 Plus Gas Meter	\$170.000	1	\$170.00
SPER Scientific Mini Environmental Meter	\$25.000	1	\$25.00
Field Expendables	\$30.00	2	\$60.00
Trimble GeoX GPS Unit	\$150.00	1	\$150.00
<b>Subtotal</b>			<b>\$10,376.00</b>

Subtask E- Soil Cover Evaluation

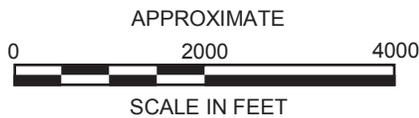
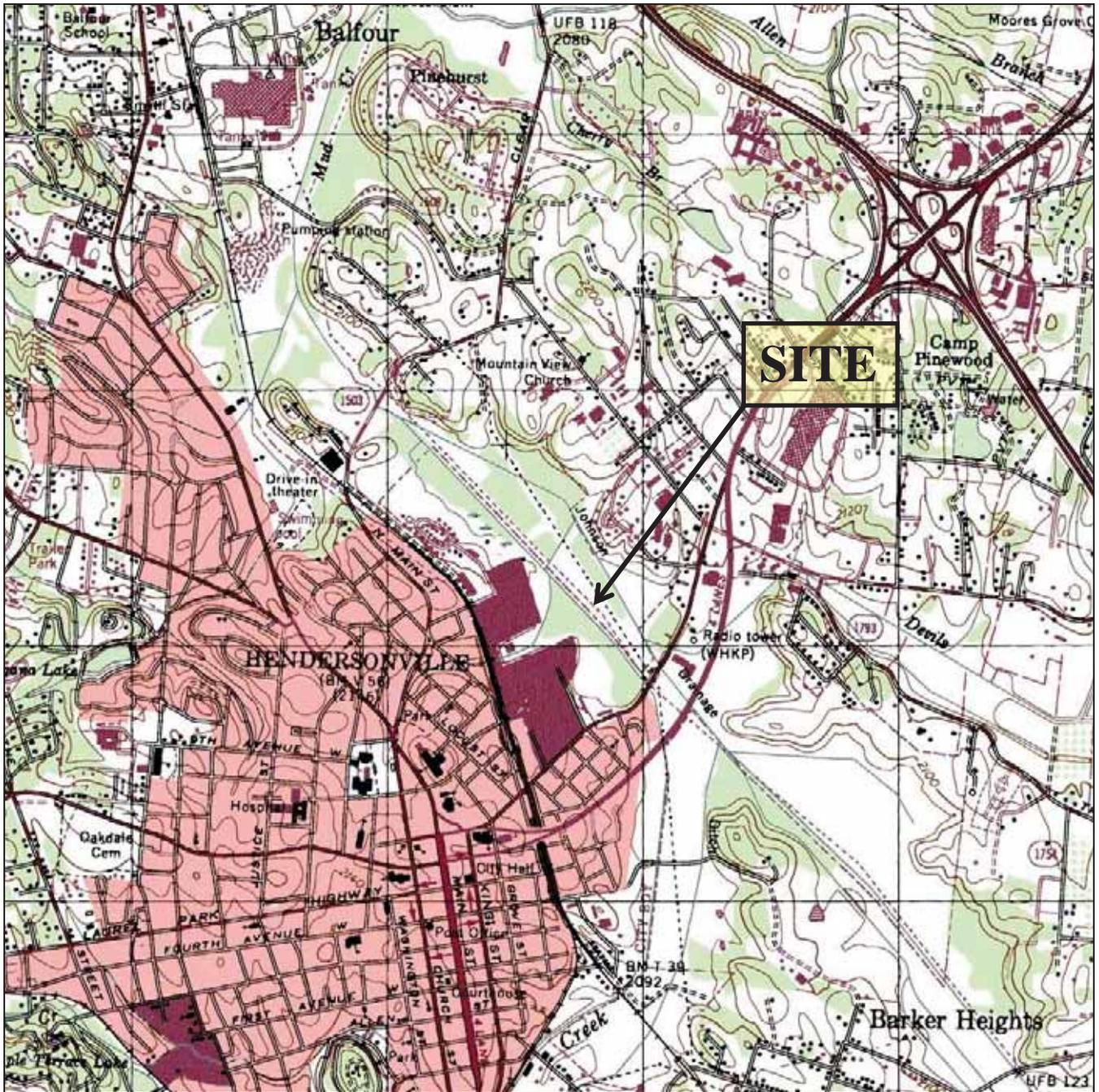
<b>Labor</b>			
Personnel Level	Unit Rate	# Units	Cost
Senior	\$116.00	1	\$116.00
Project	\$100.00	8	\$800.00
Staff w/ Mobilization (assumes 10 hour field days and includes field prep - 2 Staff)	\$85.00	90	\$7,650.00
Draftsperson/CAD	\$65.00	1	\$65.00
<b>Expendables and Reimbursables</b>			
<u>Drilling Subcontractor (EDPS)</u>			
Hand Auger Borings (per day)	\$650.00	4	\$2,600.00
Ground Surface Repair	\$200.00	1	\$200.00
Per Diem (per person (2) / per day (4))	\$130.000	8	\$1,040.00
<u>Laboratory Analysis (Pace)</u>			
Volatile organic compounds (VOCs) plus TICs by Method 8260B	\$48.00	70	\$3,360.00
1,4-Dioxane by Method 8260 SIMS	\$39.00	70	\$2,730.00
Semi-volatile organic compounds (SVOCs) plus TICs by Method 8270D	\$119.00	76	\$9,044.00
Total Metals by totals analysis Method 6020	\$82.00	76	\$6,232.00
Mercury by Method 7471	\$17.00	76	\$1,292.00
Ammonia by Method 350.1	\$17.00	70	\$1,190.00
Sulfate by Method 300	\$18.00	70	\$1,260.00
Nitrate by Method 353.2	\$13.00	70	\$910.00
Polychlorinated Biphenyls by EPA 8082	\$40.00	12	\$480.00
<u>Miscellaneous</u>			
Mileage (from job site to Charlotte, NC)	\$0.5400	750	\$405.00
Per Diem (per person / per day)	\$130.00	7	\$910.00
MiniRae PID	\$125.000	4	\$500.00
Field Expendables	\$30.00	4	\$120.00
Trimble GeoX GPS Unit	\$150.00	4	\$600.00
<b>Subtotal</b>			<b>\$41,504.00</b>

Subtask F- Data Evaluation and Report Preparation

Labor				
Personnel Level	Unit Rate	# Units	Cost	
Senior	\$116.00	8	\$928.00	
Project	\$100.00	16	\$1,600.00	
Staff	\$85.00	40	\$3,400.00	
Draftsperson/CAD	\$65.00	12	\$780.00	
Word Processor/Clerical	\$49.00	6	\$294.00	
	<b>Subtotal</b>			<b>\$7,002.00</b>
	<b>Total</b>			<b>\$78,473.00</b>

**Table 1**  
**Access Agreement Property List**  
**Additional Waste Boundary Delineation, Landfill Gas, and Soil Cover Evaluation**  
**City of Hendersonville - Mud Creek Dump (NONCD0000798)**  
**Hendersonville, North Carolina**  
**H&H Project No. HVL-004**

Map ID #	PIN #	Property Owner	Mailing Address	Mailing City	Mailing State	Mailing Zip	Property Description	Physical Address
1	9569920098	YOUNG, GEORGE TERRY	1206 MARTIN CIR	HENDERSONVILLE	NC	28792	Lot # 1 GREEN MEADOWS	1206 MARTIN CIR
2	9569920175	SLG SERVICES INC	#2 EVELAKE DR	ASHEVILLE	NC	28806	GREEN MEADOWS 1L#2/BLK 10	1226 MARTIN CIR
3	9569920219	LANDRUM, LAQUANNA	1308 MARTIN CR	HENDERSONVILLE	NC	28792	#04 BLK 10 GREEN MEADOWS	1308 MARTIN CIR
4	9569829452	SITTON, JAMES E	732 PARKVIEW DR	HENDERSONVILLE	NC	28792	#06 GREEN MEADOWS	NO ADDRESS ASSIGNED
5	9569828670	WEST, FRED E; WEST, DORIS M; FRED E WEST DECLARATION OF TRUST; DORIS M WEST DECLARATION OF TRUST	51 AMATO DR	BREVARD	NC	28712	Lot # 8 GREEN MEADOWS	1410 MARTIN CIR
6	9569827686	BLACK, ARTHUR J	1414 MARTIN CIR	HENDERSONVILLE	NC	28792	Lot # 9 GREEN MEADOWS 1LT#9 BLK 10	1414 MARTIN CIR
7	9569826676	RAMIREZ, JEFFERY L; RAMIREZ, DIANNA W	1416 MARTIN CIR	HENDERSONVILLE	NC	28792	#10 BLK 10 GREEN MEADOWS	1416 MARTIN CIR
8	9569825661	MELENDEZ, FRANCISCO	1418 MARTIN CIR	HENDERSONVILLE	NC	28792	#14 BLK 10 GREEN MEADOWS	1418 MARTIN CIR
9	9569825617	MELENDEZ, FRANCISCO; HERNANDEZ, RAQUEL	1418 MARTIN CIR	HENDERSONVILLE	NC	28792	BLK 10 GREEN MEADOWS	NO ADDRESS ASSIGNED
10	9569820978	HENDERSONVILLE HOUSING AUTHORITY	203 N JUSTICE ST	HENDERSONVILLE	NC	28739	LINCOLN CIRCLE OFF	1500 LINCOLN CIR
11	9569821984	DUKE POWER COMPANY	TAX DEPT PB05B 422 S CHURCH S	CHARLOTTE	NC	28242	LINCOLN CIRCLE OFF	15 DUKE DR



U.S.G.S. QUADRANGLE MAPS

Hendersonville, NC 1997

QUADRANGLE  
7.5 MINUTE SERIES (TOPOGRAPHIC)

TITLE	SITE LOCATION MAP		
PROJECT	REMEDIAL INVESTIGATION WASTE BOUNDARY DELINEATION REPORT FORMER MUD CREEK DUMP (NCD0000789) HENDERSONVILLE, NORTH CAROLINA		
 2923 S. Tryon Street, Suite 100 Charlotte, NC 28203 704.586.0007(p) 704.586.0373(f)			
DATE:	01/11/17	REVISION NO:	0
JOB NO:	HVL-004	FIGURE:	1



S:\AAA Master Projects\City of Hendersonville - HVL\HLC\_004 Landfill Cover and Landfill Gas Evaluation\Figures\Proposed Sample Location Map - MDA.dwg, PG. 3, 1/19/2017 9:54:54 AM, jbarlow

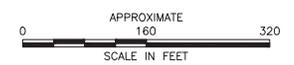


**LEGEND**

- WASTE DISPOSAL AREA
- SURFACE WATER BODY
- SURFACE WATER FLOW DIRECTION
- ▨ WETLANDS
- PROPERTY BOUNDARY
- ||||| RAILROAD TRACKS
- (2076) INDEX CONTOUR (FT ABOVE MSL)
- 4 FOOT CONTOUR INTERVAL
- OKLAWAHA GREENWAY
- SOIL BORING LOCATION<sup>(4)</sup>
- ▨ PARTIALLY BURIED SURFACE DEBRIS
- PROPOSED SOIL BORING LOCATION
- ① MAP ID NUMBER (SEE TABLE 1)

**NOTES:**

1. ELEVATION DATA PROVIDED BY USGS 2007 LIDAR SURVEY.
2. WASTE DISPOSAL BOUNDARIES DETERMINED BY H&H DURING ASSESSMENT ACTIVITIES CONDUCTED IN JUNE 2016.
3. BASEMAP OBTAINED FROM HENDERSON COUNTY GIS DEPARTMENT.
4. DELINEATION BORINGS WHERE DEBRIS WAS IDENTIFIED, BUT SECONDARY BORINGS COULD NOT BE ADVANCED.



TITLE		PROPOSED DELINEATION BORING LOCATION MAP	
PROJECT		MUD CREEK DUMP - NONCD0000798 HENDERSONVILLE, NORTH CAROLINA	
		2923 South Tryon Street-Suite 100 Charlotte, North Carolina 28203 704-586-0007(p) 704-586-0373(f) License # C-1269 / #C-245 Geology	
DATE: 1-11-17	REVISION NO. 0		
JOB NO. HVL-004	FIGURE NO. 3		

S:\AAA Master Projects\City of Hendersonville - HVL\HVL-004 Landfill Cover and Landfill Gas Evaluation\Figures\Proposed Sample Location Map - WDA 2.dwg, FIG. 4, 1/18/2017 1:57:46 PM, zhanaw



- LEGEND**
- WASTE DISPOSAL AREA (DASHED WHERE INFERRED)
  - SURFACE WATER BODY
  - SURFACE WATER FLOW DIRECTION
  - ▨ WETLANDS
  - PROPERTY BOUNDARY
  - RAILROAD TRACKS
  - INDEX CONTOUR (FT ABOVE MSL)
  - 4 FOOT CONTOUR INTERVAL
  - OKLAWAHA GREENWAY
  - ▲ SURFACE VAPOR SAMPLE LOCATION<sup>(4)</sup>
  - ▨ PARTIALLY BURIED SURFACE DEBRIS
  - ▲ PROPOSED LANDFILL GAS PROBE LOCATION

- NOTES:**
1. ELEVATION DATA PROVIDED BY USGS 2007 LIDAR SURVEY.
  2. WASTE DISPOSAL BOUNDARIES DETERMINED BY H&H DURING ASSESSMENT ACTIVITIES CONDUCTED IN JUNE 2016.
  3. BASEMAP OBTAINED FROM HENDERSON COUNTY GIS DEPARTMENT.
  4. JULY 2016 ANALYTICAL SAMPLE RESULTS FOUND DETECTIONS OF SURFACE VAPOR SAMPLES TO BE PRESENT.



<b>TITLE</b>	<b>PROPOSED NORTHERN AREA LANDFILL GAS PROBE LOCATION MAP</b>
<b>PROJECT</b>	<b>MUD CREEK DUMP - NONCD0000798 HENDERSONVILLE, NORTH CAROLINA</b>
<span style="font-size: small; vertical-align: middle;">2923 South Tryon Street-Suite 100 Charlotte, North Carolina 28203 704-586-0007(p) 704-586-0373(f) License # C-1269 / #C-245 Geology</span>	
<b>DATE:</b> 1-18-17	<b>REVISION NO.</b> 0
<b>JOB NO.</b> HVL-004	<b>FIGURE NO.</b> 4

S:\AAA Master Projects\City of Hendersonville - HVL\HVL-004 Landfill Cover and Landfill Gas Evaluation\Figures\Proposed Sample Location Map - MDA 1.dwg, FIG. 5, 1/18/2017 1:38:01 PM, zhanaw



**LEGEND**

- WASTE DISPOSAL AREA (DASHED WHERE INFERRED)
- SURFACE WATER BODY
- SURFACE WATER FLOW DIRECTION
- WETLANDS
- PROPERTY BOUNDARY
- RAILROAD TRACKS
- INDEX CONTOUR (FT ABOVE MSL)
- 4 FOOT CONTOUR INTERVAL
- OKLAWAHA GREENWAY
- SURFACE VAPOR SAMPLE LOCATION
- PARTIALLY BURIED SURFACE DEBRIS
- PROPOSED LANDFILL GAS PROBE LOCATION

**NOTES:**

1. ELEVATION DATA PROVIDED BY USGS 2007 LIDAR SURVEY.
2. WASTE DISPOSAL BOUNDARIES DETERMINED BY H&H DURING ASSESSMENT ACTIVITIES CONDUCTED IN JUNE 2016.
3. BASEMAP OBTAINED FROM HENDERSON COUNTY GIS.



0      APPROXIMATE      240  
SCALE IN FEET

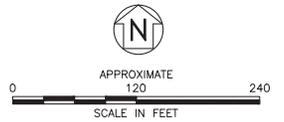
<b>TITLE</b>	
PROPOSED SOUTHERN AREA LANDFILL GAS PROBE LOCATION MAP	
<b>PROJECT</b>	
MUD CREEK DUMP - NONCD0000798 HENDERSONVILLE, NORTH CAROLINA	
<b>hart hickman</b> <small>SMARTER ENVIRONMENTAL SOLUTIONS</small>	
<small>2923 South Tryon Street-Suite 100 Charlotte, North Carolina 28203 704-586-0007(p) 704-586-0373(f) License # C-1269 / #C-245 Geology</small>	
DATE: 1-18-17	REVISION NO. 0
JOB NO. HVL-004	FIGURE NO. 5

S:\AAA Master Projects\City of Hendersonville - HVL\HVL-004 Landfill Cover and Landfill Gas Evaluation\Figures\Proposed Sample Location Map - WDA 1.dwg, FIG. 6, 2/6/2017 9:24:42 AM, zbarlow



- LEGEND**
- WASTE DISPOSAL AREA
  - FENCELINE
  - SURFACE WATER BODY
  - SURFACE WATER FLOW DIRECTION
  - WETLANDS
  - PROPERTY BOUNDARY
  - (2076) INDEX CONTOUR (FT ABOVE MSL)
  - 4 FOOT CONTOUR INTERVAL
  - OKLAWAHA GREENWAY
  - PARTIALLY BURIED SURFACE DEBRIS
  - PROPOSED SOIL BORING LOCATION
  - PROPOSED SOIL BORING LOCATION WHICH INCLUDE PCB ANALYSIS

- NOTES:**
1. ELEVATION DATA PROVIDED BY USGS 2007 LIDAR SURVEY.
  2. WASTE DISPOSAL BOUNDARIES DETERMINED BY H&H DURING ASSESSMENT ACTIVITIES CONDUCTED IN JUNE 2016.
  3. BASEMAP OBTAINED FROM HENDERSON COUNTY GIS DEPARTMENT.



<b>TITLE</b>	PROPOSED COVER THICKNESS SAMPLE LOCATION MAP
<b>PROJECT</b>	MUD CREEK DUMP - NONCD0000798 HENDERSONVILLE, NORTH CAROLINA
<span style="font-size: small; vertical-align: middle;">2923 South Tryon Street-Suite 100 Charlotte, North Carolina 28203 704-586-0007(p) 704-586-0373(f) License # C-1269 / #C-245 Geology</span>	
<b>DATE:</b> 2-6-17	<b>REVISION NO. 0</b>
<b>JOB NO.</b> HVL-004	<b>FIGURE NO. 6</b>



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Brent Detwiler

**Department:** Engineering

**Date Submitted:** 2/22/17

**Presenter:** Brent Detwiler

**Date of Council Meeting to consider this item:** 3/2/17

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 05e

On-Call Hydraulic Modeling Work:

The City has retained the services of Hazen and Sawyer for completion of a water system modeling project as well as the recently completed Water System Master Plan, which they are presenting to Council tonight. Staff has requested a proposal from Hazen and Sawyer to perform on-call hydraulic modeling for identified and future work. We ask that Council approve the proposal for this on-call work and authorize the City Manager to execute an amendment to our current agreement with Hazen and Sawyer for this work. We welcome any questions that you may have.

**Budget Impact:** \$ 30,000 Is this expenditure approved in the current fiscal year budget?  No  Yes If no, describe how it will be funded.

There are available funds in the water/sewer budget to cover this cost, therefore, a budget amendment will not be necessary.

## Suggested Motion:

I move to approve the proposal from Hazen and Sawyer to perform on-call hydraulic modeling work and to authorize the City Manager to execute an agreement amendment for said work; as presented and recommended by staff.

## Attachments:

Proposal from Hazen and Sawyer



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

February 13, 2017

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 building on the water system master plan and providing additional information about the water distribution system.

### **Background Information**

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

An ongoing Water System Master Plan project is nearing completion.

The proposed project will use the model to provide specific information requested by city staff, beyond the scope of the master plan.

### **Scope of Work**

- 1. Attend meetings as requested.** This task will cover Hazen's attendance at stakeholders meetings about water system regionalization or other meetings involving the water system, the hydraulic model, fire protection, or the master plan.
- 2. Provide model results to the city's other consultants.** Several ongoing city projects require specific information from the hydraulic model, such as predicted performance of proposed pumps and storage tanks. Hazen will provide such information to other consultants only when authorized by city staff
- 3. Model detailed improvement alternatives for Long John Mountain area.** This task will include modeling improvement alternatives for pumps, tanks, and pressure zone boundaries in the Long John Mountain area, above and beyond the level of detail in the master plan project.
- 4. Annual model update and calibration check.** This task will include re-synchronizing the model with GIS by adding new pipes, adjusting demands to match the recent production records, and running fire flow tests to check model calibration by comparing measurements to model predictions.

5. **Other modeling tasks as requested by city staff.** Hazen and Sawyer will perform other modeling tasks as requested by city staff, up to the billing limits of the project. Each task will be summarized in a technical memo or PowerPoint presentation, as requested.

## Deliverables

Hazen will provide PowerPoint presentations that explain each assignment, list assumptions and summarize 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, 2017:

- \$145.00 per hour for Principal Engineers
- \$170.00 per hour for Associates
- \$225.00 per hour for Senior Associates
- \$50.00 per hour for engineering interns and technical editors

Hourly rates will be adjusted July 1 of each year to reflect increased labor rates, but not more than three percent. Expenses will be billed at cost, including travel expenses at \$0.535 per mile. The total fee will not exceed THIRTY THOUSAND DOLLARS (\$30,000.00) 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:

- Drawings and maps showing pipe details for each requested task
- Pump curves for proposed pumps
- Drawings of proposed tanks

Please call if you have any questions about this proposal.

Sincerely yours,

**HAZEN AND SAWYER**



Jeffrey R. Cruickshank, PE  
Greensboro Office Manager

Accepted By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** John Connet

**Department:** Admin

**Date Submitted:** 2/20/2017

**Presenter:** John Connet

**Date of Council Meeting to consider this item:** 3/2/2017

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 05f

As staff has been preparing the Capital Improvement Program for the next five years, we have determine that several projects will require assistance of an architect. In order to comply with mini-Brooks Act for the selection of professional services we requested that interested architectural firms submit a Statement of Qualifications. We received qualification statements from eight firms. These firms consisted of two local firms (Prudhomme and Peacock), four regional firms (Samsel, Clark-Nexsen, McMillan, Pazdan and Smith and Novus) and two statewide firms (ADW and Moseley Architects). City staff reviewed the qualifications and recommend pre-qualifying the following firms:

1. ADW Architects - Charlotte
2. Samsel Architects - Asheville
3. Peacock Architects - Hendersonville
4. Prudhomme Design and Interiors - Hendersonville

We will engage these firms as projects move up in the CIP. The firms will be selected to oversee the design and construction of projects that best fit their qualifications and expertise. This pre-qualification list will be used for the next five years. We do reserve the right to hire other architecture firms if it is in the best interest of the City of Hendersonville.

**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 approve the following architecture firms to serve on the City of Hendersonville's pre-qualification list for architects:

1. ADW Architects
2. Samsel Architects
3. Peacock Architecture
4. Prudhomme Design and Interiors

## Attachments:

Request for Qualifications  
Scoring Summary



*Responses due January 13, 2017*

## **REQUEST FOR STATEMENT OF QUALIFICATIONS ARCHITECTURAL SERVICES**

*The City of Hendersonville is requesting Statements of Qualifications from interested architectural firms for planning, design and construction management services.*

### **PROJECT DESCRIPTION**

The City of Hendersonville is anticipating the need for architectural services over the next five years to assist with the following projects: new police headquarters, citywide facility space analysis, new equipment storage and maintenance facilities, public restroom facilities and multiple facility renovation and expansion projects. It is the intent of the City to select the three best qualified firms on the basis of demonstrated competence and qualification for the type of professional services required here and to engage the services of such firms on an individual project basis for a period of five years. The selected firms shall provide work on an as-needed basis and upon assignment by the City. Projects will be assigned to selected firms based on expertise, experience and staff capacity. Selection is not a guarantee that any minimum amount of architectural services will be assigned to a specific firm. The City of Hendersonville will reserve the right to assign work to the firm that is best suited for each particular project. Additionally, the City reserves the right to issue future Request for Qualifications (RFQ) as may be needed, and to solicit responses from firms not selected as part of this process.

### **SCOPE OF WORK**

The scope of work may include but shall not be limited to:

1. Compile and evaluate existing information regarding the projects and sites, including solicitation of input from City Staff.
2. Provide planning and evaluation services including but not limited to existing facilities surveys; site analysis, selection and development planning; condition assessment; economic feasibility studies; project financing; zoning review; on site and off site utility studies; and environmental studies and reports.
3. Perform all necessary field survey work to prepare necessary site plans and construction drawings. Survey shall be performed by a currently licensed Professional Land Surveyor in the State of North Carolina.
4. Prepare and submit the necessary design of the projects to the City's project review team.
5. If requested the architect will attend and prepare presentation materials for public meetings.
6. Perform all the necessary coordination with the City, all utilities, NCDOT, Henderson County and any other interested parties.

7. Prepare construction drawings, bid documents, specifications, drainage reports, geotechnical reports, cost estimates and other documents as required.
8. Obtain all necessary permits required to construct the project.
9. Prepare construction cost estimates throughout the design phase of the project.
10. Provide construction administration services, including but not limited to, bidding, advertising, site inspection, negotiating pricing changes, reviewing and approving pay applications and submittals, coordinating and leading progress meetings, developing punch lists, developing as-built drawings and contract closeout.

#### *Evaluation Criteria for Architectural Firm:*

At a minimum, all interested firms are required to submit a statement of qualifications and experience containing the following information:

- Summary - A summary should provide a brief but thorough overview of how your company can provide these design services to the City. Include an introductory statement and a summary of your company's experience with the work described above. Provide firm name, address, telephone number, email address, and contact person(s). Provide the year in which firm was established and any former names under which the firm operated.
- Capacity to Perform Required Services and Qualifications - Provide a complete description of project staff in the form of a graphic organizational chart and a staffing summary that addresses individual roles and responsibilities. Provide a resume for each of the staff members that may be involved in this project. Identify the Project Manager(s) and key staff proposed for these projects. The Project Manager(s) should have extensive experience in related work to these projects, both in scope and extent. A resume of each member of the team is necessary and should detail relevant experience, length of service with the firm and job duties during his/her tenure, educational background and professional background.
- Experience - Provide documentation of relevant experience from projects of similar size and scope completed by the firm within the past ten (10) years. This shall list the following as a minimum:
  - Owner's name and contact information (mailing address, email addresses and phone numbers)
  - Name, location and detailed description of the project
  - Design and construction cost of each project and number of change orders, including monetary impact of each
  - Did the projects come in under, on or over budget and by how much, if over or under budget?
  - Project start and completion dates
  - Project staff and their role
- References - Provide at least three (3) references that the City may contact to verify your qualifications, experience and involvement in the stated activities and projects. Job title, telephone numbers, e-mail address and a physical address for each reference listed should be included in your statement of qualifications.

The attached evaluation will be used in the selection process. A clear, well-defined scope of services will be established with the selected architecture firms; a proposal including costs will be developed and submitted by the selected firms; and the work will proceed upon written authorization by the City.

Submissions must be sent in PDF format and emailed to [jconnet@hvlnc.gov](mailto:jconnet@hvlnc.gov) by 2:00 p.m. local time on **Friday, January 13, 2017**. PDF files must contain the signatures of company representatives who are authorized to execute documents on behalf of the firm. **The total length of the qualification statement, excluding any cover letter or appendices, shall be no more than thirty (30) pages.** Qualification statements received after the deadline will not be considered. Any questions regarding this request should be directed to John Connet, City Manager, City of Hendersonville, NC at (828) 233-3201 or [jconnet@hvlnc.gov](mailto:jconnet@hvlnc.gov).

The selected firms will be notified by February 2, 2017 and will be expected to enter into an agreement with the City as soon as possible after such notification.

The City of Hendersonville accepts no responsibility for any expense related to preparation or delivery of qualification statements. The City of Hendersonville reserves the right to: reject any and all qualification statements, select the firms most qualified for the referenced work, waive technical errors and informalities, and to accept the qualification statement, which, in its sole judgment, best serves the public interest.

It is the policy of the City of Hendersonville that all original documents, reports, studies and other data produced as a direct result of the services performed under the contract shall become the property of the City of Hendersonville. Any copyrighting of material produced as a result of the services performed shall be in the City of Hendersonville's name. Where licensed material is incorporated as an integral component of the services provided the firm shall register the City as a licensed user and shall provide the City with one complete copy of the licensed material.

It is the practice of the City to provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities. The City of Hendersonville is an Equal Employment Opportunity Employer.

## QUALIFICATION STATEMENT EVALUATION

Name of Firm: \_\_\_\_\_  
 Location of Firm: \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Name of Reviewer: \_\_\_\_\_

**Minimum Content Checklist:**

*Summary:*

- Introductory statement
- Summary of work
- Full contact information (name, address, phone numbers, email, contact person)
- Year firm established & any former names
- Proof of licensure

*Capacity to Perform Required Services and Qualifications:*

- Roles & responsibilities of each
- Resumes included

*Experience:*

- Relevant projects in last 10 years
- Owner's name and contact information
- Name of project
- Location of project
- Detailed description
- Start & completion dates
- Design and construction cost and number of change orders
- Project staff and roles

*References:*

- At least 3 references provided
- Job title
- Phone number
- Email address
- Physical address

Evaluation Criteria	Possible Points	Points Given
Understanding of the City's required tasks and needs as demonstrated in the qualifications statement	25	
Experience with similar projects comparable in type, size, and complexity	25	
Qualifications of the staff assigned to perform the work with this project	25	
Demonstrated ability of the Consultant to perform high quality work, to control costs, and meet project schedules	25	
<b>POINT TOTAL</b>	<b>100</b>	

PROFESSIONAL SERVICES QUALIFICATION STATEMENT EVALUATION										
Evaluation Criteria	Name	ADW	Clark Nexsen	McMillan, Pazzan and Smith	Mosley Architects	Novus	Prudhomme	Samsel	Peacock	
	Location	Charlotte, NC	Asheville, NC	Asheville, NC	Charlotte, NC	Asheville, NC	HVL, NC	Asheville, NC	HVL, NC	
Brent Detwiler	Understanding of the City's required tasks and needs as demonstrated in the qualifications statement (25)	24	20	25	21	22	20	22	20	
	Experience with similar projects comparable in type, size, and complexity (25)	24	20	25	22	22	20	24	20	
	Qualifications of the staff assigned to perform the work with this project (25)	25	20	25	25	25	25	24	20	
	Demonstrated ability of the Consultant to perform high quality work, to control costs, and meet project schedules (25)	25	20	22	25	24	20	24	15	
	<b>SUB-TOTAL</b>	98	80	97	93	93	85	94	75	
<b>RANK</b>	1	7	2	4	4	6	3	8		
Lee Smith	Understanding of the City's required tasks and needs as demonstrated in the qualifications statement (25)	23	15	15	23	15	15	15	15	
	Experience with similar projects comparable in type, size, and complexity (25)	24	23	20	23	20	15	18	20	
	Qualifications of the staff assigned to perform the work with this project (25)	23	23	20	23	20	20	20	20	
	Demonstrated ability of the Consultant to perform high quality work, to control costs, and meet project schedules (25)	23	20	20	24	15	15	15	15	
	<b>SUB-TOTAL</b>	93	81	75	93	70	65	68	70	
<b>RANK</b>	1	3	4	1	5	8	7	5		
Alvin Fuller	Understanding of the City's required tasks and needs as demonstrated in the qualifications statement (25)	22	22	22	25	20	10	22	20	
	Experience with similar projects comparable in type, size, and complexity (25)	25	22	25	22	20	20	22	20	
	Qualifications of the staff assigned to perform the work with this project (25)	25	25	25	25	20	20	20	20	
	Demonstrated ability of the Consultant to perform high quality work, to control costs, and meet project schedules (25)	15	17	10	25	22	15	10	22	
	<b>SUB-TOTAL</b>	87	86	82	97	82	65	74	82	
<b>RANK</b>	2	3	4	1	4	8	7	4		
Brian Pahlke	Understanding of the City's required tasks and needs as demonstrated in the qualifications statement (25)	25	25	25	25	24	20	20	15	
	Experience with similar projects comparable in type, size, and complexity (25)	24	23	25	23	21	19	19	15	
	Qualifications of the staff assigned to perform the work with this project (25)	24	23	24	23	23	22	22	15	
	Demonstrated ability of the Consultant to perform high quality work, to control costs, and meet project schedules (25)	24	23	24	23	22	22	22	15	
	<b>SUB-TOTAL</b>	97	94	98	94	90	83	83	60	
<b>RANK</b>	2	3	1	3	5	6	6	8		
Tom Mooten	Understanding of the City's required tasks and needs as demonstrated in the qualifications statement (25)	23	21	22	22	22	22	23	23	
	Experience with similar projects comparable in type, size, and complexity (25)	23	21	22	22	21	18	22	21	
	Qualifications of the staff assigned to perform the work with this project (25)	22	22	22	21	21	20	22	21	
	Demonstrated ability of the Consultant to perform high quality work, to control costs, and meet project schedules (25)	21	21	21	18	22	20	23	22	
	<b>SUB-TOTAL</b>	89	85	87	83	86	80	90	87	
<b>RANK</b>	2	6	3	7	5	8	1	3		
Justin Ward	Understanding of the City's required tasks and needs as demonstrated in the qualifications statement (25)	23	21	22	22	21	23	22	20	
	Experience with similar projects comparable in type, size, and complexity (25)	23	22	22	23	20	22	22	18	
	Qualifications of the staff assigned to perform the work with this project (25)	24	20	23	22	23	21	23	20	
	Demonstrated ability of the Consultant to perform high quality work, to control costs, and meet project schedules (25)	23	23	22	23	20	22	20	20	
	<b>SUB-TOTAL</b>	93	86	89	90	84	88	87	78	
<b>RANK</b>	1	6	3	2	7	4	5	8		
John Cannet	Understanding of the City's required tasks and needs as demonstrated in the qualifications statement (25)	25	25	25	25	20	15	25	20	
	Experience with similar projects comparable in type, size, and complexity (25)	25	25	25	25	15	10	20	20	
	Qualifications of the staff assigned to perform the work with this project (25)	25	20	15	25	20	15	20	15	
	Demonstrated ability of the Consultant to perform high quality work, to control costs, and meet project schedules (25)	25	25	25	20	20	20	20	15	
	<b>SUB-TOTAL</b>	100	95	90	95	75	60	85	70	
<b>RANK</b>	1	2	4	2	6	8	5	7		
Tracy Cox	Understanding of the City's required tasks and needs as demonstrated in the qualifications statement (25)	25	25	24	25	25	20	20	15	
	Experience with similar projects comparable in type, size, and complexity (25)	25	25	20	25	25	15	18	10	
	Qualifications of the staff assigned to perform the work with this project (25)	25	25	25	25	25	15	20	15	
	Demonstrated ability of the Consultant to perform high quality work, to control costs, and meet project schedules (25)	24	24	23	24	22	15	20	10	
	<b>SUB-TOTAL</b>	99	99	92	99	97	65	78	50	
<b>RANK</b>	1	1	5	1	4	7	6	8		
<b>AVERAGED RANK</b>	<b>1.38</b>	<b>3.88</b>	<b>3.25</b>	<b>2.63</b>	<b>5.00</b>	<b>6.88</b>	<b>5.00</b>	<b>6.38</b>		



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** John Connet

**Department:** Admin

**Date Submitted:** 2/20/2017

**Presenter:** John Connet

**Date of Council Meeting to consider this item:** 03/2/2017

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item #** 05g

As directed by the City Council, I reached back out to Dr. James Pilgrim regarding his property located on 5th Avenue. Dr. Pilgrim was firm at his asking price of \$325,000 (Tax Value - \$291,800). Therefore, I recommend that that the City of Hendersonville purchase the following properties for the total amount of \$325,000.

Parcel ID - 0110360, 0103157, 0110357, 0103872

**Budget Impact:** \$ 325,000 Is this expenditure approved in the current fiscal year budget?  No  If no, describe how it will be funded.

A budget amendment will be necessary to appropriate money from fund balance to cover this purchase.

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

I move Council to approve the purchase of the aforementioned properties on 5th Avenue East owned by Dr. James Pilgrim for the amount of \$325,000.

### Attachments:

Letter from Dr. Pilgrim  
Tax Information

621 Hilliard Ct.  
Fayetteville, NC 28311  
January 16, 2017

Mr. John F. Connet, City Manager  
Hendersonville City Hall  
145 Fifth Avenue East  
Hendersonville, NC 28792

RE: Sale of 4 lots on 5<sup>th</sup> Ave, 110360, 103157, 103872, 110357

Dear Mr. Connet:

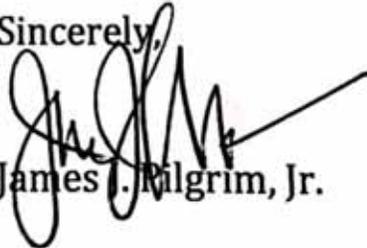
We are willing to sell the four lots listed above for a very firm price of \$325,00.

Based on our conversation, you stated that the City will prepare the closing documents at no cost to us and our only expense will be the prorated taxes.

We are willing to have payments made as follows:

1. At the time of closing in 2017, \$225,000 .
2. On January 31, 2018 the balance of \$100,000 plus 5% interest. (date negotiable)

We look forward to hearing from you. We are ready to move forward .

Sincerely,  
  
James J. Pilgrim, Jr.



**AGREEMENT  
FOR  
ENGINEERING SERVICES**

THIS AGREEMENT (Agreement) is by and between the **City of Hendersonville, North Carolina** (Owner) and **Black & Veatch International Company** (Engineer);

**WITNESSETH:**

**WHEREAS**, Owner intends to conduct a Sludge Handling and Disposal Project (the Project);

**WHEREAS**, Owner requires certain engineering services in connection with the Project (the Services);  
and,

**WHEREAS**, Engineer is prepared to provide the Services.

**NOW, THEREFORE**, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be \_\_\_\_\_, 2017.

**ARTICLE 2 - CHOICE OF LAW, JURISDICTION AND EXCLUSIVE VENUE**

This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina without giving effect to the principles thereof relating to conflicts of law. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.

### **ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER**

Engineer shall perform the Services described in Attachment A, Scope of Services. Engineer shall have no liability for defects in the Services attributable to Engineer's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Owner or third parties retained by Owner.

### **ARTICLE 4 - COMPENSATION**

4.1 Payment shall be due and payable upon receipt by Owner to Engineer in accordance with Attachment B, Compensation.

4.2 Method of Payment. Payments due Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

4.3 In the event Owner disputes any invoice item, Owner shall give Engineer written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof. If Owner fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law, if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item finally resolved in Owner's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

### **ARTICLE 5 - OWNER'S RESPONSIBILITIES**

Owner shall at such times as may be required by Engineer for the successful and expeditious completion of the Services:

5.1 Obtain all permits and licenses required to be taken out in the name of Owner which are necessary for the performance of the Services;

5.2 Provide Engineer with all specifications necessary for the completion of the Services;

5.3 Provide Engineer with soil data evidencing that the site is clean and free of above ground and underground obstructions, fissures, faults and other similarly hidden features which will interfere with the completion of the Services;

5.4 Advise Engineer of the existence and undertake the abatement and disposal of all hazardous materials, including, but not limited to, asbestos, polychlorinated biphenyls (PCBs) and radioactive material and other toxic substances, encountered by Engineer in the performance of the Services; and

5.5 Appoint an individual who shall be authorized to act on behalf of Owner, with whom Engineer may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon Owner as to all matters pertaining to this Agreement and the performance of the parties hereunder.

#### **ARTICLE 6 - STANDARD OF CARE**

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ***NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT, OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.***

#### **ARTICLE 7 - LIABILITY AND INDEMNIFICATION**

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article. Indemnities against, releases from, and limitations on liability expressed in this Agreement shall apply even in the event of the breach of contract or warranty, tort (including negligence), strict liability or other basis of legal liability of the party indemnified or released, or of the party whose liability is limited. Such indemnities, releases, and limitations shall extend to the partners,

licensors, subcontractors, vendors and related entities of such party, and all such parties' directors, officers, shareholders, employees, and agents.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless the Owner, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person, damage or destruction to third-party property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

7.3 Employee Claims. Engineer shall indemnify Owner against legal liability for damages arising out of claims by Engineer's employees. Owner shall indemnify Engineer against legal liability for damages arising out of claims by Owner's employees.

7.4 Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, Engineer (including any of its related or affiliated companies) shall not be liable to Owner and Owner expressly waives all claims for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; increased operating costs; and for any special, indirect, incidental, consequential, punitive, or exemplary damages resulting in any way from the performance or non-performance of the Services whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or other basis of legal liability.

7.5 Limitations of Liability. To the fullest extent permitted by law, Engineer's (including any of its related or affiliated companies) total liability to Owner for all claims, losses, damages, and expenses, whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or any other basis of legal liability, resulting in any way from the performance or non-performance of the Services shall not exceed the total compensation actually received by Engineer under this Agreement.

7.6 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason whatsoever, the terms and conditions of this Article shall survive.

#### **ARTICLE 8 – INSURANCE**

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with limits of \$500,000 for each occurrence and in the aggregate.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 per occurrence and in the aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. If Owner purchases, or causes a contractor to purchase, a builders' risk or other property insurance policy for the Project, Owner shall require that Engineer be included as a named insured on such policy without liability for the payment of premiums.

Owner assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of Owner and any items at the job site or in transit thereto (including, but not limited to, construction work in progress), however such loss or damage shall occur, including the fault or negligence of Engineer. Owner shall require its

insurers to waive all rights of subrogation against Engineer for claims covered under any property insurance that Owner may carry.

Owner shall require all Project contractors under contract with Owner to include Owner and Engineer as additional insureds on their general, automobile, excess, and umbrella liability insurance policies. Further, Owner shall obtain and maintain for the benefit of Engineer the same indemnities, waivers of subrogation rights and insurance benefits obtained for the protection of the Owner from any construction contractor and subcontractor working on the Project and shall obtain from that contractor and subcontractor insurance certificates evidencing the required coverages.

#### **ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY**

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

#### **ARTICLE 10 - OPINIONS OF COST AND SCHEDULE**

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others not under contract to Engineer, or over the resources provided by others not under contract to Engineer to meet Project schedules, Engineer's opinion of probable costs and of project schedules for construction shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's opinions of probable cost or that actual schedules will not vary from Engineer's projected schedules.

## **ARTICLE 11 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, but not including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Any files delivered in electronic media may not work on systems and software different than those with which they were originally produced. Engineer makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

## **ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Project specific engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner when Engineer has been compensated for all Services rendered, provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall, however, retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

### **ARTICLE 13 – TERMINATION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses, including, but not limited to, demobilization, remobilization and cancellation charges. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

### **ARTICLE 14 - DELAY IN PERFORMANCE**

Except for Owner's payment obligation, neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to: unusually severe weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Engineer shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

## **ARTICLE 15 - PRE-EXISTING CONTAMINATION**

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Owner. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the Project site or sites concerned which was not brought onto such site or sites by Engineer for the exclusive benefit of Engineer. Owner shall release, defend, indemnify, and hold Engineer harmless from and against any and all liability which may in any manner arise from or be in any way directly or indirectly caused by such pre-existing contamination except if, and then only to the extent, such liability is caused by Engineer's sole negligence or willful misconduct.

## **ARTICLE 16 – COMMUNICATIONS**

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer:           Mike Osborne, PE  
                          10715 David Taylor Drive Suite 240  
                          Charlotte, NC 28262  
                          704-510-8451

Owner:             Alvin Fuller, PE  
                          305 Williams Street  
                          Hendersonville, NC 28792  
                          828-233-3207

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

## **ARTICLE 17 – WAIVER**

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **ARTICLE 18 – SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### **ARTICLE 19 – INTEGRATION**

This Agreement represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment executed by both parties.

#### **ARTICLE 20 - SUCCESSORS AND ASSIGNS**

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

#### **ARTICLE 21 – ASSIGNMENT**

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, except that Engineer may do so to any of its related, affiliated, or successor entities upon written notice to Owner of same. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

#### **ARTICLE 22 - THIRD PARTY RIGHTS**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

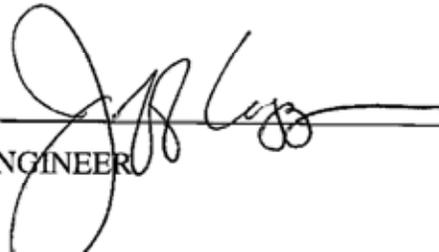
IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement effective as of the date first written above.

\_\_\_\_\_  
OWNER

Printed Name John F. Connet

Title City Manager

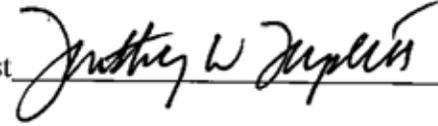
Date \_\_\_\_\_

  
\_\_\_\_\_  
ENGINEER

Printed Name Jeff Coggins, PE

Title Associate Vice President

Date 2/3/2017

Attest  \_\_\_\_\_

Title Secretary

Date 2/6/17

I hereby certify that this contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director \_\_\_\_\_

Date \_\_\_\_\_

## **ATTACHMENT A SCOPE OF SERVICES**

Owner: City of Hendersonville, NC  
Engineer: Black & Veatch International Company  
Project: Sludge Handling and Disposal Project

### **Project Background & Understanding**

The City of Hendersonville owns and operates a biological wastewater treatment plant (WWTP), permitted for 4.8 mgd, located on Mud Creek; as well as a physical-chemical surface water treatment facility (WTP), permitted for 12 mgd, with infrastructure in place to upgrade to 15 mgd. The current average daily production of these facilities is 2.5 mgd and 7.3 mgd, respectively. The total annual sludge generated by these plants is approximately 4,800 wet tons. Alum sludge from the WTP accounts for approximately 20% of this weight. Thickeners are used at both treatment facilities as the first stage of the dewatering process. The sludge is further dewatered via a centrifuge at the WTP to 15% solids, and via 2 meter belt presses at the WWTP to 18% solids. After dewatering, sludge from both facilities is blended at the WWTP and hauled to a landfill located in Twin Chimneys, SC.

The Owner's existing program for solids management is dependent on landfill disposal. However, issues at the local landfill are making this an unreliable outlet and forcing the Owner to transport to a regional landfill at a significantly higher cost. In addition, current sludge handling processes are time and maintenance intensive. As a result, the Owner desires to evaluate alternative treatment and disposal strategies that may be more beneficial to the Owner from a cost, O&M, and flexibility standpoint and implement the new strategy immediately following the evaluation. A holistic solution is desired that accounts for the lowest long-term cost as well as accounting for planned growth, changes in the regulatory environment, and potential changes in public perception of solids management. Finally, the Owner would like to investigate potential synergies with other local municipalities or energy reduction/revenue potential opportunities that could benefit the Owner as part of the solids management transformation.

Engineer will execute the project in two phases. Phase 1 will include all work required to identify potential residuals management solutions, which will encompass the review and evaluation of these solutions with the City. The objective of Phase 1 will be to identify the preliminary design concept and costs for the selected plan to carry forward for detailed design in Phase 2. Key deliverables will include a Technical Memorandum that will be delivered in several sections as each portion of the work is completed.

Phase 2 will be comprised of the tasks associated with implementation of the selected plan. These tasks will encompass working with the City to develop permitting documents, developing the engineering design and construction documents, bidding, construction, administration support, and startup and commissioning activities.

Full details of the various tasks and steps required in order to achieve this are further detailed below.

## Scope of Services

### Phase 1. Sludge Handling and Roadmap Development Plan

#### Task 1 - Project Administration

- A. Provide project management and administration for a 7 month evaluation period to:
  - i. Correspond and consult with Owner,
  - ii. Coordinate activities of the project team,
  - iii. Develop and implement specific work plans, procedures and a quality control and quality assurance plan, and
  - iv. Provide overall project direction to meet Owner's objectives.
- B. Maintain a project filing system to document and retain project records.
- C. Prepare monthly invoices and status reports to document project progress.
- D. Arrange for and participate in project status meetings (by phone or in person) with OWNER at key milestones (assume 3 in-person meetings) to review progress, budget, schedule and deviations from this scope of services and exchange ideas and information.
- E. Prepare and distribute the minutes for project meetings. Minutes for the project meetings will include a record of decisions made.

#### Deliverables:

- Meeting summaries
- Invoices and status reports

#### Task 2 - Project Initiation/Data Collection and Evaluation

- A. Prepare and submit an information request to Owner related to documenting the existing biosolids management program, including solids characteristics, management practices, and costs. This information will be evaluated and used as the basis for comparison of alternatives developed in subsequent tasks.
- B. Coordinate transfer of Technical information between key participants.
- C. Establish key non-economic evaluation criteria to be used in the screening and evaluation of alternatives.

#### Task 3 - Solids Characterization/Evaluation Criteria Definitions

- A. Establish current and projected solids quantities for average and peak conditions for both plants, as well as the quality of the residuals. Available quantity and quality information from previous process design reports and operating records will be reviewed. For the purposes of the Phase 1 evaluation, solids projections will be established by agreeing on basic growth / plant capacity assumptions with the Owner and using as a ratio to the current production rates. Recommended quantities will be documented and submitted to the Owner for concurrence before developing alternatives for evaluation in subsequent tasks. More refined growth assumptions will be developed during Phase 2 to firmly establish basis of design,

and will incorporate the growth projections from the on-going Sanitary Sewer Asset Inventory and Water Master Plan projects.

- B. Key noneconomic evaluation criteria identified in Task 2 will be reviewed. Engineer will provide Owner with a list of definitions for each of the criteria and how they will be applied for the evaluation of the alternatives. The definitions will be reviewed and modified as needed with the Owner.

Deliverables:

- Technical Memorandum Submission 1 – Solids Characteristics & Non economic Evaluation Criteria

#### **Task 4 – Evaluate Potential Outlets for Solids**

- A. Investigate potential outlets for solids products that could be generated using the water and wastewater residuals. Emphasis will be placed on assessing beneficial use of the products. Contract disposal options shall be considered.
- B. Identify current practices and trends in the agriculture industry to identify the land base and potential use for the materials as fertilizers and soil amendments. Local agriculture resources, such as the Cooperative Extension Service, will be contacted to collect land management information. This information will help the Owner understand land management trends and their potential effects on beneficial use of the solids.
- C. Regulatory and social issues that could affect the future of biosolids management will also be reviewed, at the federal, state, and local level. Our team will work with City staff to better understand the social “hot buttons” to assess if certain outlets are at greater risk of social pressures.
- D. Evaluate the potential for regional partnerships for collective treatment and disposal. Engineer will conduct a utility survey of existing municipal utilities within a practical distance (within a 1 hour radius) from Hendersonville to understand their current and future plans for solids treatment and disposal and their openness to evaluating regional solutions and synergies.

Information gathered during this task will be used in the following task to help assess potential management practices and associated stabilization processes needed for beneficial use.

#### **Task 5 – Screening of Solids Management Strategies**

During this task, Engineer will use an interactive workshop with Owner’s staff to help screen management practices and treatment processes. The objective of the workshop will be to identify the most viable practices and technologies that can be used to develop complete end-to-end (processing technologies and end use practice) alternatives for evaluation. Key tasks will include:

- A. Conduct an interactive workshop to review management practices and processing technologies that could be used to develop alternatives. Information on emerging technologies as well as proven systems will be provided in the workshop. The objective of the workshop will be to screen out those management practices and

technologies that have no merit for further consideration based on the key evaluation criteria defined in Tasks 2 and 3.

- B. A paired comparison exercise will then be conducted with the Owner's staff to develop weighting factors for the criteria that can be used in the evaluation of alternatives.

Deliverables:

- Workshop Minutes
- Technical Memorandum Submission 2 – Screening Evaluation

### **Task 6 – Alternatives Development and Evaluation**

Following the screening workshop, Engineer will develop three to four complete end-to end management alternatives for evaluation based on the management practices and technologies identified during the screening workshop. Once these alternatives are identified, Engineer will meet with Owner's staff to review the alternatives to ensure the alternatives to be evaluated meet the Owner's goals. Once the alternatives are accepted by Owner, Engineer will develop conceptual design criteria and costs for the alternatives. Costs will include capital, operations and maintenance, and lifecycle costs. The noneconomic criteria and associated weighting factors will be used to develop a noneconomic score that can be used to help rank the alternatives. Key tasks will include:

- A. Engineer will develop potential end-to-end residuals management alternatives for Owner's consideration.
- B. Engineer will meet with Owner to review the alternatives concepts to establish the final three to four alternatives that will be evaluated in detail.
- C. Engineer will develop conceptual design criteria, overall plant layouts, and cost information for the alternatives.
- D. Engineer will perform a noneconomic evaluation of the alternatives using the noneconomic criteria and associated weighting factors.
- E. Conduct screening of State and Federal funding options available for the identified alternatives.
- F. Identify suitable installations and coordinate visits. Site visits can be helpful in confirming technology selection and identifying key considerations for facility design and operation. Engineer shall accompany Owner on up to three (3) site visits.

### **Task 7 – Results Workshop**

Engineer will conduct a workshop to review the results of the alternatives evaluation and solicit feedback from the Owner on the preferred solids management strategy. Prior to the workshop, Engineer will provide for each of the alternatives fact sheets summarizing the conceptual design criteria, layouts, and results of the economic and noneconomic evaluations to facilitate discussion during the workshop. Engineer will also participate in a Stakeholder's Meeting presentation.

Deliverables:

- Workshop Minutes
- Technical Memorandum Submission 3 – Alternatives Development and Evaluation

### **Task 8 – Solids Management Plan**

- A. Develop an implementation plan that includes a recommended schedule, regulatory permitting plan and preliminary considerations for operational transition to the new management strategy.
- B. Conduct a meeting by conference call with local, state, and/or federal agencies regarding the project to assess possible funding, permitting, and their receptiveness to selected solutions.
- C. Incorporate implementation plan and funding options into draft TM and submit to Owner for review. Meet with owner to review draft plan and receive comments. Address comments and develop the plan for final issuance. At the Owner's discretion, preliminary geotechnical investigations and surveying of the existing facilities will be conducted (using Owner's On-Call Consultants) during this step in order to fast track the overall design development during Phase 2. Owner shall pay the On-Call Consultants directly.

#### **Deliverables:**

- Final Solids Management Plan that incorporates the TM sections developed to-date with the addition of implementation plan and funding options.

### **PHASE 2. IMPLEMENTATION**

The Scope and Fee for Phase 2 is to be developed at a later date.

### **OWNER'S RESPONSIBILITIES**

- A. The Owner will be responsible for the following in support of this project:
  - A. Provide Engineer with criteria and full information as to Owner's requirements for the Project, including design objectives, constraints, space, flexibility and expandability, and any budgetary limitations.
  - B. Furnish to Engineer any other available information pertinent to the Project, including reports and data relative to previous reports, designs, or investigations, to the extent that such information is available.
  - C. Owner shall coordinate the services of its own consultants with those services provided by Engineer.
  - D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of the Engineer's services, including awareness of any fault or defect in the Project, including errors, omissions or inconsistencies in the Engineer's Instruments of Service.

- E. Authorize Engineer to provide Additional Services as required.
- F. Arrange for safe access and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- G. Examine alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of and attorney, insurance counselor, and other advisors, or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions, pertaining thereto.
- H. Provide, as required for the Project:  
Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - Legal services with regard to issues pertaining to the Project as Owner requires, or Architect/Engineer reasonably requests.
  - Provide written authorization as applicable to proceed with work.
  - Attend Project-related meetings.
  - Provide meeting facility adequate for Project-related meetings.
  - Pay any required permitting fees.

#### **SUPPLEMENTAL SERVICES**

- A. Any work requested by Owner that is not included in one of the items listed in any other phase will be classified as supplemental services.
- B. Supplemental services shall include, but are not limited to:
  - 1. Additional meetings with local, State, or Federal agencies to discuss the project.
  - 2. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
  - 3. Special consultants or independent professional associates required by Owner.
  - 4. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents, at the request of the Owner.

5. Changes in the general scope, extent, or character of the project, including, but not limited to:
  - a. Changes in size or complexity.
  - b. Owner's schedule, design, or character of construction.
  - c. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.
6. Additional permitting or regulatory meeting assistance. Payment of permitting fees.
7. Provisions, through a subcontract, for aerial photography as requested or approved by Owner.
8. Public information assistance.
9. Assistance in financially related transactions for the Project.
10. Environmental permitting assistance which may include but is not limited to wetland delineation and permitting, or to develop, submit, respond to questions, and other requirements associated with an Environmental Assessment.
11. Provisions, through a subcontract, for implementation of environmental mitigation measures required as an outcome of the permitting assistance.
12. Services resulting from significant delays in obtaining the permits, encroachments, or materials to commence construction if delays are beyond the control of Engineer or if said delays are the result of the Owner's actions or lack thereof.
13. Assistance with procurement of materials.

## **ATTACHMENT B**

Owner: City of Hendersonville, NC  
Engineer: Black & Veatch International Company  
Project: Sludge Handling and Disposal

### **COMPENSATION**

For the Scope of Services in Attachment A, Owner will compensate Engineer a fee not exceed \$103,000 unless authorized by the Owner in writing. Engineer will invoice Owner in accordance with the attached Budget Estimate, plus reimbursable expenses. The estimated cost of each phase of work is included in the Budget Estimate following this page. Owner agrees Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but not exceed the total amount unless approved in writing by the Owner. Standard hourly rates are subject to review and adjustment annually.

## **ATTACHMENT C**

Owner: City of Hendersonville, NC  
Engineer: Black & Veatch International Company  
Project: Sludge Handling and Disposal

### **SCHEDULE**

The scope of services is anticipated to be performed as follows:

Phase 1 Evaluation and Final Solids Handling and Disposal Roadmap services are anticipated to be 7 months, proposed to begin in March 2017 and run through September, 2017. Dates are approximate. The schedule will be updated based on the actual start date.

CLIENT NAME: City of Hendersonville  
 PROJECT NAME: Sludge Handling and Disposal  
 PROJECT NUMBER:

PHASE/Task (Using Rate, \$/hr.)	PHASE	Principal	Project Manager	Clerical	Project Accountant	QA/QC Cost	Process Engineer	Staff Engineer	Technician			SUBTOTAL	SUBTOTAL	Perishable	SUBTOTAL		SUBTOTAL	TOTAL COST	
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Materials	Expenses	Subcontracts	Hours	Amount
		\$203.00	\$714.00	\$74.00	\$96.00	\$230.00	\$190.00	\$103.00	\$140.00										
<b>Task</b>																			
1 Project Administration & Coordination (7 months)			20	8	10							36	\$ 5,724	\$ 1,000	\$ 1,000		\$ -	\$ 8,724	
2 Project Initiation/Study Collection and Evaluation			6			11	8	12				37	\$ 7,086	\$ 2,500	\$ 2,500		\$ -	\$ 9,996	
3 Solids Characterization/Evaluation Criteria Selection			2	2		2	8	22				36	\$ 5,780	\$ -	\$ -		\$ -	\$ 5,780	
4 Evaluate Potential Outlets for Solids			2			2	20	28				32	\$ 6,032	\$ -	\$ -		\$ -	\$ 6,032	
5 Screening of Solids Management Strategies			8	2		2	26	38				74	\$ 12,416	\$ 1,000	\$ 1,000		\$ -	\$ 13,416	
6 Alternative Development & Evaluation			4	2		2	26	36	16			106	\$ 16,792	\$ 1,000	\$ 1,000		\$ -	\$ 17,792	
0P Site Visit			9				24					33	\$ 11,754	\$ 3,000	\$ 3,000		\$ -	\$ 14,754	
7 Results Workshop				16	2		24	18				58	\$ 11,084	\$ -	\$ -		\$ -	\$ 11,084	
8 Solids Management Plan			4	8			24	40				76	\$ 14,100	\$ 1,000	\$ 1,000		\$ -	\$ 15,100	
<b>Subtotal Hours</b>			13	30	22	18	23	169	212	18	-	644		\$ 9,500		\$ -			
<b>Subtotal Billings</b>			\$ 3,208	\$ 13,440	\$ 1,628	\$ 960	\$ 5,230	\$ 28,800	\$ 31,480	\$ 2,540	\$ -	\$ -	\$ 83,460	\$ 6,500	\$ 9,500	\$ -	\$ -	\$ 99,460	



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2017

DATE (MM/DD/YYYY)

2/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : American Zurich Insurance Company		40142
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES** BLAVE01      **CERTIFICATE NUMBER:** 14499416      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	N	N	GLO 4641358	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLO 4641367	11/1/2016	11/1/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
A	<input checked="" type="checkbox"/> CONTRACTUAL			GLO 0139245	11/1/2016	11/1/2017	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> BFPD & C/O & XCU						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	N	N	BAP 4641355 (AOS)	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						\$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ XXXXXXXX
	DED <input type="checkbox"/> RETENTION \$						\$ XXXXXXXX
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N	WC 4641353 (AOS)	11/1/2016	11/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A	WC 4641354 (WI & MA)	11/1/2016	11/1/2017	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WC 0139244	11/1/2016	11/1/2017	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
B&V Project #: 194804, Project Name: Sludge Handling Contract City of Hendersonville

**CERTIFICATE HOLDER**

14499416  
City of Hendersonville  
145 Fifth Ave. E.  
Hendersonville NC 28792

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

11/1/2017

DATE (MM/DD/YYYY)

2/6/2017

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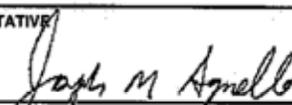
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Lexington Insurance Company		19437
<b>INSURER B:</b> _____		
<b>INSURER C:</b> _____		
<b>INSURER D:</b> _____		
<b>INSURER E:</b> _____		
<b>INSURER F:</b> _____		

**COVERAGES** BLAVE01      **CERTIFICATE NUMBER:** 14499419      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	<b>PROFESSIONAL LIABILITY</b>	N	N	026030198	11/1/2016	11/1/2017	\$1,000,000 EACH CLAIM AND IN THE ANNUAL AGGREGATE FOR ALL PROJECTS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 B&V Project #: 194804, Project Name: Sludge Handling Contract City of Hendersonville

<b>CERTIFICATE HOLDER</b> 14499419 City of Hendersonville 145 Fifth Ave. E. Hendersonville NC 28792	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Brian Pahle

**Department:** Admin

**Date Submitted:** 02/21/17

**Presenter:** Brian Pahle

**Date of Council Meeting to consider this item:** 03/02/17

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 05i

Budget Amendments:

- 1) Wellness Big Change Program | Fund 80 | Increase \$7,370
- 2) Land Purchase | Fund 10 | Increase \$325,000
- 3) Mud Creek Dump Project | Fund 360 | \$78,473
- 4) Wellness Grant Clinic | Fund 80 | Increase \$5,000

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

## Suggested Motion:

I move to approve the budget amendments as presented.

**Attachments:**

See below...

**BUDGET AMENDMENT**

FUND: 10, 60, & 80

ACCOUNT NUMBER			INCREASE	DECREASE
ORG	OBJECT	DESCRIPTION OF ACCOUNT		
109910	599100	Contingencies	\$ -	\$ 4,422.00
109619	598880	Contribution to HW Fund	\$ 4,422.00	\$ -
FUND 10				
TOTAL REVENUES			\$ -	\$ -
TOTAL EXPENDITURES			\$ 4,422.00	\$ 4,422.00
609910	599100	Contingencies	\$ -	\$ 2,948.00
609619	598880	Contribution to HW Fund	\$ 2,948.00	\$ -
FUND 60				
TOTAL REVENUES			\$ -	\$ -
TOTAL EXPENDITURES			\$ 2,948.00	\$ 2,948.00
800090	498310	Claims Rev. GF	\$ 4,422.00	
800090	498360	Claims Rev. WS	\$ 2,948.00	
809700	500029	Wellness Committee Expenses	\$ 7,370.00	
FUND 80				
TOTAL REVENUES			\$ 7,370.00	\$ -
TOTAL EXPENDITURES			\$ 7,370.00	\$ -

An amendment to provide funding for the Wellness program big change initiative. This initiative will provide 10 individuals the opportunity to work through a professional program to achieve their wellness goal.

  
 CITY MANAGER

Date: 2-21-17

APPROVED BY CITY COUNCIL:

DATE: 3/2/2017







## RMS Wellness Grant Proposal

**Return to:**

Lisa Ervin, Wellness and Health Benefits Administrator  
 NCLM Risk Management Services  
 308 West Jones Street, Raleigh, NC 27603

**Questions?**

Lisa Ervin (919) 715-7973  
 lervin@nclm.org

Name Amy Knight	Title Grant Coordinator
Governmental Unit City of Hendersonville	# of Full Time Employees 230
Address/City/State/Zip 145 5th Avenue East, Hendersonville NC 28792	
Phone Number 828-233-3227	Fax Number

**Please check all that apply and attach a copy of your quote**

- |   |    |                 |
|---|----|-----------------|
| <input type="checkbox"/> Health Fair                      | \$ | _____ Requested |
| <input type="checkbox"/> Educational Speaker or class     | \$ | _____ Requested |
| <input type="checkbox"/> Walking program                  | \$ | _____ Requested |
| <input type="checkbox"/> Lunch 'n learn                   | \$ | _____ Requested |
| <input type="checkbox"/> Nutrition                        | \$ | _____ Requested |
| <input type="checkbox"/> Weight control                   | \$ | _____ Requested |
| <input type="checkbox"/> Fitness instruction or equipment | \$ | _____ Requested |
| <input type="checkbox"/> Team activity                    | \$ | _____ Requested |
| <input type="checkbox"/> Stress management                | \$ | _____ Requested |
| <input type="checkbox"/> Back injury prevention           | \$ | _____ Requested |
| <input type="checkbox"/> Health coaching                  | \$ | _____ Requested |
| <input type="checkbox"/> Certified diabetic educator      | \$ | _____ Requested |
| <input checked="" type="checkbox"/> On site nurse         | \$ | 5,000 Requested |
| <input type="checkbox"/> Other requests _____             |    |                 |

Signature Amy H Knight Date: 12.21.2016

## **GRANT PROPOSAL FOR ONSITE HEALTH PROGRAM**

### **CITY OF HENDERSONVILLE**

The Onsite Health Program designed for the City of Hendersonville's entire employee population will begin in the spring of 2017. This program will provide the following services to employees:

- Provide wellness consultations and healthcare referrals
- Provide case management of chronic health conditions such as asthma, diabetes, arthritis, hypertension, and depression
- Collaborate with medical specialists and refer as necessary
- Work directly with Human Resources with an understanding of E.A.P. and existing benefit plans
- Provide guidance to injury compensation specialist in understanding work-related injuries, treatment, and physical limitations
- Oversee occupational health care for employees which includes treatment and management of work-related injuries (Assessment, evaluation, intervention and appropriate referrals when indicated for both occupational and no-occupational health issues)
- Perform onsite urine drug screen collections
- Work closely with our Environmental Health and Safety team to understand and help prevent work-related injuries
- Maintain an adequate medical supply inventory and properly functioning equipment
- Maintain accident packets and will be responsible for overseeing appropriate personnel completing the same (in other buildings)
- Work closely with the City to establish a return-to-work program for employees
- Coordinate fit-for-duty exams
- Maintain the standards of accurate, timely and complete recording and reporting of records on all personnel treated (and maintain confidentiality)
- Assist with Wellness and Wellness related programs: i.e. Health Fair, exercise programs, mammograms, blood bank, smoking cessation, and other related health programs
- Provide in-service training: CPR, first aid, blood borne pathogens, hearing conservation, ergonomics, back safety
- Support infection-control policies and procedures
- Perform rapid strep testing and urine dip for diagnosis
- Coordinate with TeleDoc for prescriptions
- Provide onsite vaccinations
- Coordinate lab testing
- Medical liaison with HR to design and implement preventive health education, and gather resources for health-related services

In addition to helping employees by providing convenient, cost-free access to a health care provider, the onsite health program is proposed to decrease the City of Hendersonville's medical care expenses. Comparatively, 2014 to 2015 health insurance costs increased in the following areas:

- A 15% increase in paid cost and utilization
- Increased prescription costs
- Increased Emergency Room visits



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Rhonda Wiggins

**Department:** Utilities

**Date Submitted:** 02/24/2017

**Presenter:** Lee Smtih

**Date of Council Meeting to consider this item:** March 2, 2017

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 05j

Sewer Extension Request

Innovative High School located off College Drive on the Blue Ridge College Campus

This project requires an extension of the City of Hendersonville's sewer system to provide service to a new 55,470 SF +/-, 500 student school building on the property adjacent to their existing Spearman building off College Drive at Blue Ridge Community College.

Water service will be provided by a tap onto existing water which does not require extension.

This project is within the Zoning and Planning Jurisdiction of Henderson County and has received approval dated February 24th, 2017.

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

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

This project will be funded by the developer, Henderson County.

## Suggested Motion:

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

**Attachments:**



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** John Connet

**Department:** Admin

**Date Submitted:** 2/22/2017

**Presenter:** John Connet

**Date of Council Meeting to consider this item:** 3/2/2017

**Nature of Item:** Presentation Only

**Summary of Information/Request:**

**Item #** 06

The City Manager would like to recognize the hard work of the Water and Sewer Customer Service Team.

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:**

NA

Attachments:

NA



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** John Connet

**Department:** Admin

**Date Submitted:** 2/20/2017

**Presenter:** John Connet

**Date of Council Meeting to consider this item:** 3/2/2017

**Nature of Item:** Presentation Only

**Summary of Information/Request:**

**Item #** 07

Hotel proposals are due on March 1, 2017. Representatives from the Development Finance Initiative will update the City Council on the number of proposals that were received and the next steps in the selection process.

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:**

NA

Attachments:

NA



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** John Connet

**Department:** Admin

**Date Submitted:** 2/22/2017

**Presenter:** Brent Detwiler

**Date of Council Meeting to consider this item:** 3/2/2017

**Nature of Item:** Presentation Only

## Summary of Information/Request:

**Item #** 08

Representatives from Hazen and Sawyer Engineers will present the recently completed Water System Master Plan to the City Council. A larger presentation will be made to the public at our quarterly stakeholders meeting in April.

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:

NA

Attachments:

NA



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Michael Huffman

**Department:** Engineering

**Date Submitted:** 2/22/17

**Presenter:** Michael Huffman

**Date of Council Meeting to consider this item:** 3/2/17

**Nature of Item:** Presentation Only

## Summary of Information/Request:

**Item #** 09

The City's NPDES Phase II MS4 Permit issued by the NC Department of Environmental Quality, requires us to satisfy six minimum control measures as part of our comprehensive stormwater management program. The goal of two of these measures, Public Education and Outreach and Public Participation/Involvement, are to foster an active, involved, informed, and knowledgeable community, which is crucial to a successful stormwater management program. Rain Barrel programs provide a cost effective opportunity to offer public education and outreach as well as generate public involvement. City staff, in partnership with the Environmental Sustainability Board (ESB), would like to propose a Rain Barrel Program for the City of Hendersonville.

The purpose of a Rain Barrel Program is to generate public involvement in the stormwater program by providing rain barrels at a discounted price to the citizens of Hendersonville. Rain Barrels offer a number of benefits to the community and residents including reducing stormwater runoff pollution from residential lots, allowing residents to store and use rainwater for irrigation and gardening during times of drought, lowering water bills, and reducing the demand on municipal water treatment and supply.

Engineering staff and the ESB believe that Garden Jubilee would be an excellent opportunity to host such an event. Residents will be able to order barrels directly from Rain Water Solutions and Garden Jubilee would serve as the event/location for pick up. City staff and ESB members will provide the volunteers necessary, promote the event, and coordinate all matters pertaining to the delivery and pick-up of rain barrels. Here is a link to additional information, and a brief presentation will be provided.

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

Barrels are purchased by residents directly from Rain Water Solutions so no financial burden is placed on the City.

## Suggested Motion:

N/A

**Attachments:**

None



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Brian Pahle

**Department:** Admin

**Date Submitted:** 02/21/17

**Presenter:** Brian Pahle

**Date of Council Meeting to consider this item:** 03/02/17

**Nature of Item:** Presentation Only

**Summary of Information/Request:**

**Item #** 11b

In accordance with State Statute 159-13 (b) (3) it is required that all expenditures resulting from a contingency appropriation budget adjustment be reported to the governing board at its next regular meeting and recorded in the minutes. Every month you will receive a staff report detailing the contingency appropriations made from the two months priors last Wednesday to the prior month's last Wednesday. For example for a December meeting you will receive a report of all contingencies appropriated from the last Wednesday in October to the last Wednesday in November.

- The following contingency appropriations were made:
- 1) Fund 10 & 60 | \$18,269| Insurance Premiums
  - 2) Fund 10 | \$3,133 | Grey Hosiery Mill Roof Stabilization
  - 3) Fund 60 | \$2,500 | Leak Repair Assistance Program

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

**Suggested Motion:**

Attachments:



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Tammie Drake

**Department:** Admin

**Date Submitted:** 02.13.17

**Presenter:** Tammie Drake

**Date of Council Meeting to consider this item:** 03.02.17

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 12

The City Council will consider appointments to the:

Business Advisory Committee

Environmental Sustainability Board

ABC Board

Seventh Avenue Advisory Committee

WCCA

ANNOUNCEMENTS/Reminders: Vacancy on the BOARD OF ADJUSTMENT (alternate position).

Upcoming (Re)Appointments: TDA

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

## Suggested Motion:

Please see memo

## Attachments:

Memo with background info, board membership lists

# M E M O R A N D U M

**To:** The Honorable Mayor and Members of the City Council  
**From:** Tammie Drake, City Clerk  
**Subject:** Board and Commission Appointments  
**Date:** February 22, 2017

## a. Consideration of Appointments:

**1. Business Advisory Committee** - There are four vacancies on this Committee. Mr. Chuck Edwards resigned, Matt Johnes, Beau Waddell and Gloria Wagner declined reappointment citing meeting time conflicts, busy schedules with their businesses, etc. The City Manager is working diligently to offer alternative meeting dates and time. As requested, I contacted those who previously applied. Their responses:

Ansley Leitner: declined

Carole Sitzer: did not hear back

**Lee Roy Nicholson: willing to serve but no longer owns a business in the City, continues to work in the City**

Marie LaChance: no longer owns business in City

**Virginia Gambill: yes, would like to serve**

Mia Freeman: declined but would like to be reconsidered in the future

Michael McGowan: could not be reached

Please also see the recent application from Mr. Mike Summey.

***Suggested Motion: I nominate ... to serve a two-year term on the Business Advisory Committee. This term will expire 03.01.19.***

**Background Information:** The City Council established this Committee in January 2014 to seek the advice and recommendations and to involve the business community in decisions that affect them to help prevent unintended consequences from decisions made by the Council. The Committee:

1. consists of nine members; six of whom are appointed by the City Council; one position is appointed by the Henderson County Chamber of Commerce, one position is appointed by the Henderson County Board of Commissioners (non-elected official) and one position is appointed by the Partnership for Economic Development.
  2. members serve staggered terms.
  3. serves the Council in an advisory-only capacity.
  4. members are individuals who own local businesses or commercial property within Hendersonville, but do not necessarily reside within the City limits.
  5. meets bi-monthly at 11:30 a.m. to 1:00 p.m. on the fourth Monday of odd-numbered months at the Operations Center and call special meetings as issues arise.
  6. chairperson is selected by the members from the City representatives.
- All meetings are open to the public and Council members may attend to participate or interact with the members.

**2. ENVIRONMENTAL SUSTAINABILITY BOARD:** Mr. David Rhode resigned from the ESB. Please see the attached application on file from Ann Green.

***Suggested Motion: I nominate ... to serve on the Environmental Sustainability Board. This term will expire 09.01.19.***

**Background:** (Purpose) The City of Hendersonville is committed to preserving our natural resources, reducing our use of energy, and ultimately saving money for our taxpayers. The Environmental Sustainability Board will advise the City Council on policies and practices dealing with the environment and energy conservation and assist with citizen-education efforts.

Membership: The ESB consists of five residents of the City. Up to four additional members residing outside the City may be appointed for their particular areas of expertise. The Chairman shall be chosen annually by the Board from among those who are residents of the City. A staff member is assigned by the City Manager to work with the Board. Terms of appointment are two years and members may be reappointed. Members serve staggered terms.

**3. ABC Board:** Mr. Will Penny resigned from the ABC Board because he is moving out of the City. Please see the application from Sherri Metzger who is interested in serving.

**4. Seventh Avenue Advisory Committee:** The terms of Carson Calton, Dennis Dunlap, John Ryan and Chris Cormier will expire 04-01-17. Mr. Calton declined reappointment. Mr. Dunlap and Mr. Cormier would like to continue serving. I am waiting to hear back from Mr. Ryan.

***Suggested Motion: I nominate ... to serve a two-year term on the Seventh Avenue Advisory Committee. This term will expire 04.01.19.***

**Background:** The City Council formed a Seventh Avenue Advisory Committee to review and discuss existing and/or proposed policies and ordinances that have an impact on the Seventh Avenue special tax district projects. The Council desires to hear advice and receive recommendations from the Committee. The Committee:

1. membership consists of nine members: four individuals who own local businesses or commercial property in Seventh Avenue Special Tax District, three at-large members and one representative from the Hendersonville Rescue Mission and a City Council Liaison position
2. members serve two-year staggered terms,
3. serves the Council as advisory-only.
4. meets on the second Monday of each month at 5:30 pm. at the Historic Train Depot and may call special meetings as issues arise.
5. chairperson is selected by the membership of the Committee from the members of the Seventh Avenue Special Tax District.

**5. Western Carolina Community Action, Inc. (WCCA):** Mr. Wollinger has represented the City on the Board of Directors since 2012. He has moved out of the area. You have received an application from Yallana McGee.

**Background:** Western Carolina Community Action, Inc. serves Henderson, Transylvania and Polk Counties. They give the City of Hendersonville a seat on their board of directors. The terms are for six years.

**b. Announcement of Vacancies and Up-Coming Vacancies:**

1. Board of Adjustment - The alternate position is vacant.

2. Henderson County Tourism Development Authority: Selena Einwechter's appointment will expire 06-30-17. She is in Seat 4 - Affiliated with a business that collects occupancy tax.

**Background:** According to the Resolution Adopted by the Henderson County Board of Commissioners, the member holding Seat 4 shall be appointed by the City Council of the City of Hendersonville, North Carolina. The first person appointed to Seat 4 shall serve a term of not more than five (5) years ending 30 June, 2017, and shall not be eligible for appointment (or reappointment) to the Authority Committee after the expiration of such term unless such person shall not be a member of the Authority Committee for a period of one year. Subsequent appointments to Seat 4 shall be for a term of not more than five (5) years, however such term always ending on June 30 of the last year of such appointment. The member holding Seat 4 shall be registered to vote in Henderson County. The member holding Seat 4 shall be affiliated with a business that collects Occupancy Tax (as defined in SL 2012-144) within Henderson County.



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** John Connet

**Department:** Admin

**Date Submitted:** 2/20/2017

**Presenter:** John Connet

**Date of Council Meeting to consider this item:** 3/2/2017

**Nature of Item:** Council Action

**Summary of Information/Request:**

**Item #** 14

I would like to request a Closed Session pursuant to NCGS143-318.11(a) (5) to instruct staff concerning the position to be taken on behalf of the City Council in negotiating the price for acquisition of real property by purchase, option or lease. The property is further identified as a sewer easement on property owned by Henderson County in Jackson Park.

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

I move the City Council enter Closed Session in accordance with NCGS 143-318.11 (a) (5) to instruct staff concerning the position to be taken on behalf of the City Council in negotiating the price for acquisition of real property by purchase, option or lease.

**Attachments:**