

AGENDA

CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

JUNE 1, 2017 – 5:45 P.M.

COUNCIL CHAMBERS – CITY HALL

1. **Call to Order**
2. **Invocation and Pledge of Allegiance: Led by Cub Scout Pack**
3. **Public Comment Time:** *Up to 15 minutes is reserved for comments from the public for items not listed on the agenda*
4. **Consideration of Agenda**
5. **Consideration of Consent Agenda:** *These items are considered routine, noncontroversial in nature and are considered and approved by a single motion and vote.*
 - A. **Consideration of Minutes:**
 - i. **May 4, 2017 Regular Meeting**
 - ii. **May 5, 2017 Special Meeting**
 - B. **Consideration of Budget Amendments (7)**
 - i. **General Fund - End of Year Adjustment; no change in bottom line**
 - ii. **Water/Sewer Fund - End of Year Adjustment; no change in bottom line**
 - iii. **Environmental Services Fund - End of Year Adjustment and Establish Stormwater Fund Balance, Increase of \$80,300**
Stormwater Fund - Establish Fund Balance; Increase of \$100,000
 - iv. **Main St. Fund - End of Year Adjustment; Increase of \$23,650**
7th Ave. Fund - End of Year Adjustment; Increase of \$5,475
 - v. **Walk of Fame Fund - Revenues Increase of \$4,651**
 - vi. **Fire Engine Fund - Increase for Final Cost of \$14,379**
General Fund Transfer to cover any small equipment for new fire engine; no change in bottom line
 - vii. **Capital Project Funds - Adjust budgets to match financing strategy**
Eastside Fund 402 - Increase of \$5,100,000
Gravity Filter Fund 425 - Increase of \$2,465,000
French Broad Fund 426 - Increase of \$184,867
WWTP Generator Fund 445 - Increase of \$1,750,000
 - C. **Consideration of a Resolution to Amend the Makeup of the Business Advisory Committee**

D. Consideration of Petitions for Annexation and Certificates of Sufficiency for:

- i. Satellite Annexation of 12.77 acres at 1630 Old Spartanburg Highway by Mr. Robbie Allison**
 - ii. Contiguous Annexation of a 1.0-acre parcel located off Chimney Rock Road by the Trustees of the Hendersonville Church of God**
- E. Consideration of Installment Financing Agreement with Entegra in the Amount of \$655,000 for a Pierce Fire Truck**
- F. Consideration of Capital Project Ordinance and Reimbursement Resolutions for the Grounds and Buildings Maintenance Facility Project**
- G. Consideration of Capital Project Ordinance and Reimbursement Resolutions for the Police Headquarters Project**
- H. Consideration of the Findings of Fact, Conclusions of Law and Decision for the Hendersonville High School Special Use Permit**
- I. Consideration of Waterline Extension Agreement for a proposed single family subdivision located off Old Haywood Road / NC191 serving nine homes**
- J. Consideration of a Property Purchase in South Fletcher for a Pumping Station**
- K. Consideration of Adoption of Personnel Policy**
- L. Consideration of the Purchase of Trucks for the Water/Sewer Department**
- M. Consideration of Special Event Permit for the Henderson County July 4 Celebration**
- N. Consideration of Memorandum of Agreement with Hendersonville Rescue Mission for the provision of extreme cold weather shelter for our homeless population**

6. Recognitions:

- A. Presentation of Hendersonville Pollinator Month and Bee City USA Proclamation**
- B. Recognition of John Buchanan being named a Certified Government Finance Officer**
- C. Recognition of Service Excellence Quarterly MVPs**
- D. Assistant Chief of Police Doug Jones' 28 years of Service and Consideration of a Resolution to Recognize Distinguished Service to the City of Hendersonville and Awarding of Service Side Arm**

7. Report on Compassionate Cities

Presenter: Ms. Pam Rogers

8. Presentation by Medical Loan Closet (per Mayor Pro Tem Caraker)

Presenter:

9. **Public Hearing - Consideration of Ordinance Adopting the Budget for Fiscal Year 2017-18**
Presenter: Assistant to the Manager Brian Pahle
10. **Public Hearing – Consideration of Petition for the Contiguous Annexation from Mr. Kyle Edney for Property located at 101 and 103 Beverly Avenue**
Presenter: Development Assistance Director Susan Frady
11. **Quasi-Judicial Public Hearing – Consideration of an Application for a Special Use Permit for the Boys & Girls Club of Henderson County**
Presenter: Senior Planner Matt Champion
12. **Consideration of a Memorandum of Understanding with Belmont Sayre, LLC to develop the Grey Hosiery Mill Project**
Presenter: City Manager John Connet
13. **Consideration of a Request from Mr. Scott Bolyard to Remove 3.43 acres from the City's Extraterritorial Planning Jurisdiction (ETJ)**
Presenter: Development Assistance Director Susan Frady
14. **Consideration of Request to Reimburse Housing Assistance Corporation for the Installation of Water/Sewer Infrastructure for a Project off North Main Street and Associated Budget Amendment**
Presenter: City Manager John Connet
15. **Consideration of Stream Trash Collection Project on Mud Creek**
Presenter: Michael Huffman/GreenWorks
16. **Comments from Mayor and City Council Members**
17. **Reports from Staff**
18. **Boards and Commissions: Consideration of (Re)Appointments, Announcement of Upcoming Vacancies**
Presenter: City Clerk Tammie Drake
19. **New Business**
20. **Closed Session**
21. **Adjourn**



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Admin

Date Submitted: 05/23/17

Presenter: Brian Pahle

Date of Council Meeting to consider this item: 06/01/17

Nature of Item: Council Action

Summary of Information/Request:

Item # 05b

Budget Amendments (7)

- 1) General Fund | End of Year Adjustment | No Change in Bottom Line
- 2) Water/Sewer Fund | End of Year Adjustment | No Change in Bottom Line
- 3) Environmental Services Fund | End of Year Adjustment and Establish Stormwater Fund Balance | Increase \$80,300
Stormwater Fund | Establish Fund Balance | Increase \$100,000
- 4) Main St. Fund | End of Year Adjustment | Increase \$23,650
7th Ave. Fund | End of Year Adjustment | Increase \$5,475
- 5) Walk of Fame Fund | Revenues Increase | Increase \$4,651
- 6) Fire Engine Fund | Increase for Final Cost | Increase \$14,379
General Fund | Transfer to cover any small equipment for new fire engine | No Change in Bottom Line
- 7) Capital Project Funds | Adjustment budgets to match financing strategy
 - Eastside Fund 402 | Increase \$5,100,000
 - Gravity Filter Fund 425 | Increase \$2,465,000
 - French Broad Fund 426 | Increase \$184,867
 - WWTP Generator Fund 445 | Increase \$1,750,000

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

Described Above

Suggested Motion:

I move to approve the amendments as presented.

Attachments:

See below...

BUDGET AMENDMENT

FUND: 10

ACCOUNT NUMBER		DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
ORG	OBJECT			
104130	553000	NON CAPITAL EQUIPMENT	800.00	
104131	539500	TRAINING	300.00	
104131	549100	DUES & SUBSCRIPTIONS	300.00	
104250	512200	SALARIES & WAGES - O/T	12,000.00	
104250	518200	RETIREMENT EXPENSE	250.00	
104250	535100	R&M BUILDINGS	250.00	
104270	512200	SALARIES & WAGES - O/T	5,000.00	
104310	512200	SALARIES & WAGES - O/T	22,000.00	
104310	549999	MISC. EXPENSE	220.00	
104340	512200	SALARIES & WAGES - O/T	10,000.00	
104340	512900	SALARIES & WAGES - P/T	3,000.00	
104340	518600	WORKER'S COMP. INS.	600.00	
104340	532500	POSTAGE	250.00	
104500	518200	RETIREMENT EXPENSE	500.00	
104500	535300	R&M AUTO/TRUCKS	250.00	
104510	512200	SALARIES & WAGES - O/T	2,500.00	
104520	512200	SALARIES & WAGES - O/T	1,000.00	
104520	518200	RETIREMENT EXPENSE	150.00	
104760	512200	SALARIES & WAGES - O/T	2,500.00	
104760	518100	FICA TAX EXPENSE	800.00	
104760	518200	RETIREMENT EXPENSE	500.00	
106170	512900	SALARIES & WAGES - P/T	9,000.00	
106170	518100	FICA TAX EXPENSE	700.00	
109620	100041	TOURISM DEVELOPMENT AUTHORITY	30,000.00	
104140	552000	CAP OUTLAY EQUIPMENT		5,000.00
104140	559900	CAP OUTLAY OTHER IMP.		5,000.00
104130	512100	SALARIES & WAGES - REG		25,000.00
104131	512100	SALARIES & WAGES - REG		7,500.00
104250	512100	SALARIES & WAGES - REG		5,000.00
104310	512100	SALARIES & WAGES - REG		35,000.00
104340	512100	SALARIES & WAGES - REG		20,370.00
		TOTALS IN BALANCE	\$ 102,870.00	\$ 102,870.00

An end of year amendment to clean up any line item overages.



 CITY MANAGER

Date: _____

APPROVED BY CITY COUNCIL:

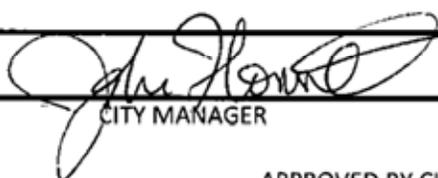
DATE: 6/1/2017

BUDGET AMENDMENT

FUND: 60

ACCOUNT NUMBER		DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
ORG	OBJECT			
604140	552000	CAP OUTLAY-EQUIPMENT		5,000.00
604250	512200	SALARIES & WAGES - OVERTIME	10,000.00	
604250	518100	FICA TAX EXPENSE	1,000.00	
604250	518200	RETIREMENT EXPENSE	1,000.00	
607113	512200	SALARIES & WAGES - OVERTIME	600.00	
607113	512900	SALARIES & WAGES - P/T	7,500.00	
607113	518200	RETIREMENT EXPENSE	1,000.00	
607113	595760	DRAFT INCENTIVE	50,000.00	
607123	512200	SALARIES & WAGES-O/T	3,000.00	
607123	512600	SALARIES & WAGES-TEMP	12,000.00	
607123	552000	CAPITAL OUTLAY - EQUIPMENT		100,000.00
607123	559900	CAPITAL OUTLAY OTHER IMP.		5,050.00
607124	512200	SALARIES & WAGES-O/T	5,000.00	
607125	512200	SALARIES & WAGES-O/T	2,000.00	
607125	512900	SALARIES & WAGES - P/T	5,000.00	
607125	513500	SALARIES & WAGES-UNIFORM/TAXAB	500.00	
607125	518600	WORKER'S COMP INS	400.00	
607125	539500	TRAINING	1,000.00	
607126	512200	SALARIES & WAGES-O/T	10,000.00	
607127	513500	SALARIES & WAGES-UNIFORM/TAXAB	50.00	
FUND 60		TOTAL REVENUES	-	-
		TOTAL EXPENDITURES	110,050.00	110,050.00

An end of year amendmnet to clean up account lines in the Water and Sewer Fund.


CITY MANAGER

Date: _____

APPROVED BY CITY COUNCIL:

DATE: 6/1/2017

BUDGET AMENDMENT

FUND: 68 & 67

ACCOUNT NUMBER			INCREASE	DECREASE
ORG	OBJECT	DESCRIPTION OF ACCOUNT		
680014	451800	STORMWATER FEE	10,000.00	
680080	443900	MISC. INCOME	1,800.00	
680080	443950	MULCH SALES		1,500.00
680090	499200	FUND BALANCE APPROPRIATION	70,000.00	
684250	512200	SALARIES & WAGES - O/T	5,000.00	
684250	518100	FICA TAX EXPENSE	500.00	
684250	518200	RETIREMENT EXPENSE	500.00	
684710	512100	SALARIES & WAGES - REG.		20,000.00
689910	599100	CONTINGENCIES		5,700.00
689900	999067	TRANSFER TO STORMWATER	100,000.00	
FUND 68		TOTAL REVENUES	81,800.00	1,500.00
		TOTAL EXPENDITURES	106,000.00	25,700.00
670090	498268	TRANSFER FROM ES FUND	100,000.00	
674720	529900	SUPPLIES & MATERIALS	100,000.00	
FUND 67		TOTAL REVENUES	100,000.00	-
		TOTAL EXPENDITURES	100,000.00	-

An end of year amendment to clean up any line item overages for the Environmental Services Fund. Additoinally, this amendment includes a transfer to the Stormwater Fund to establish a fund balance for the Fund. The total budget increase is \$80,300.


 CITY MANAGER

Date: _____

APPROVED BY CITY COUNCIL:

DATE: 6/1/2017

BUDGET AMENDMENT

FUND: 60, 402, 425, 426, 445

ACCOUNT NUMBER			INCREASE	DECREASE
ORG	OBJECT	DESCRIPTION OF ACCOUNT		
4020000	999425	TRANSFER TO GRAVITY FILTER	400,000.00	
4020000	559850	CONSTRUCTION CONTRACT	4,700,000.00	
4020000	499100	DEBT PROCEEDS	5,100,000.00	
FUND 402		TOTAL REVENUES	5,100,000.00	-
		TOTAL EXPENDITURES	5,100,000.00	-
4250000	498402	TRANSFER FROM EASTSIDE	400,000.00	
4250000	498260	TRANSFER FROM W/S	2,065,000.00	
4250000	559850	CONSTRUCTION CONTRACT	2,465,000.00	
FUND 425		TOTAL REVENUES	2,465,000.00	-
		TOTAL EXPENDITURES	2,465,000.00	-
4260000	998060	TRANSFER FROM W/S		703,883.00
4260000	999445	TRANSFER TO GENERATOR	184,867.00	
4260000	499100	DEBT PROCEEDS	888,750.00	
FUND 426		TOTAL REVENUES	888,750.00	703,883.00
		TOTAL EXPENDITURES	184,867.00	-
4450000	498426	TRANSFER FROM FRENCH BROAD	184,867.00	
4450000	498260	TRANSFER FROM W/S	1,565,133.00	
4450000	559850	CONSTRUCTION CONTRACT	1,750,000.00	
FUND 445		TOTAL REVENUES	1,750,000.00	-
		TOTAL EXPENDITURES	1,750,000.00	-

An amendment to make the various capital project ordinance budgets match the capital improvement plan (Gantt chart) and financing strategy. \$12.4 million is budgeted in 6 capital project ordinance as pay-go funding and \$5.1 million is budgeted in 1 capital project ordinance for traditional debt financing.

 for John Connet
 CITY MANAGER

Date: _____

APPROVED BY CITY COUNCIL:

DATE:

6/1/2017



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 5/23/2017

Presenter: John Connet

Date of Council Meeting to consider this item: 6/1/2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 05c

The Business Advisory Committee currently has one vacancy and we have had difficulty recruiting qualified candidates to fill this vacancy. Therefore, the City Council asked staff to amend the Committee's membership to allow greater flexibility for appointing members to this committee. Therefore, we are proposing to amend the membership criteria to allow any individual with a business interest to serve on this committee. Previously, individuals had to live or own a business in the Hendersonville city limits.

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

Suggested Motion:

I move that the City Council approve the resolution to amend the membership of the Business Advisory Committee.

Attachments:

Proposed resolution

A RESOLUTION AMENDING THE MAKEUP OF THE BUSINESS ADVISORY COMMITTEE

WHEREAS the City Council has determined that it is in the best interest of the City, and its businesses, to amend the makeup of the Business Advisory Committee which was established by Resolution 15-0204; and

WHEREAS the City Council has determined that the City benefits from advice from its business community, and

WHEREAS the City Council has further determined that the business community may offer its advice, among other ways, through a committee established for that purpose, and

NOW, BE IT THEREFORE RESOLVED that the City Council establish and it does by these presents establish a Business Advisory Committee as provided herein.

1. The purpose of the Committee is to advise the City Council of the particular needs of the business community in and around the City of Hendersonville, and to give such further advice as seems appropriate to the Council to receive or the Committee to give.
2. The Committee shall meet at the times established, in a place provided by the City or at such time and place as the Committee shall from time to time determine, and may meet at such other times and places at the Committee's pleasure or upon request of the City Council.
3. The Committee shall be composed of nine members, appointed to staggered two-year terms as provided in this resolution. The City Council shall designate five members to serve initial two-year terms and four to serve one-year terms. All Committee members shall be individuals, principals or other significant representatives of businesses ~~operating or owning real property within the City~~, as determined by the City Council. No member shall concurrently be a member of the Committee and hold popularly elected office with any governmental body.
4. The Committee shall from time to time designate one person to chair the Committee. Selection of the chairperson shall be by those Committee members actually appointed by the City Council. In the absence of the chair the Committee shall by majority vote select a member to preside at meetings.
5. The Committee shall at all times remain in compliance with applicable statues and ordinances, including specifically the North Carolina Public Records Act and the North Carolina Open Meetings Act.
6. The members shall be appointed as follows:
 - A. Six members shall be appointed by the City Council.
 - B. One member shall be appointed by the Henderson County Board of Commissioners.
 - C. One member shall be appointed by the Henderson County Chamber of Commerce or its successor.
 - D. One member shall be appointed by the Henderson County Partnership for Economic

Development.

7. In the absence of an appointment by the appropriate body for a period of ninety days, the City Council shall appoint a person to fill the vacancy.

8. Membership on the Committee shall expire on the first day of March in the appropriate year.

[KEY: DELETIONS ARE STRUCK THROUGH; ADDITIONS ARE UNDERLINED.]

Adopted this first day of June, 2017.

Barbara G. Volk, Mayor, City of Hendersonville

ATTEST:

Tammie K. Drake, MMC, City Clerk

H:\Clerk\Resolutions\Res 17\1706 Res amending the est of Business Advisory Committee.wpd



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 5-19-17

Presenter: Susan Frady, Development Asst Director

Date of Council Meeting to consider this item: 6-1-17

Nature of Item: Council Action

Summary of Information/Request:

Item # 05di

The City of Hendersonville has received a petition from Robbie Allison for a satellite annexation of 12.77 acres of the property identified as Parcel Identification Numbers 9578-51-9624 and 9578-61-2540 located at 1630 Old Spartanburg Road. This annexation application is related to a sewer service request. The map distance from the proposed satellite corporate limits is 365 feet from the primary corporate limits. The total area within the satellite corporate areas, including land involved in this petition, constitutes 4.0 percent of the area within the primary corporate limits. Please refer to the attached maps and survey for additional information.

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

Budget Impact: \$ _____ 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 Robbie Allison petition and set July 6, 2017, as the date for the public hearing.

Attachments:

Certificate of Sufficiency
Deed
Survey
Annexation Map

CERTIFICATE OF SUFFICENCY

**Re: Petition for Satellite Annexation
Robbie Allison
File No. P17-21-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 satellite annexation of 12.77 acres at 1630 Old Spartanburg Road.

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

1. The map distance from the proposed satellite corporate limits is approximately 365 feet from the primary corporate limits.
2. No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville.
3. The area is situated so the City will, if City Council so determines, be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.
4. The area proposed for annexation is not a subdivision as defined in GS 160A-376.
5. The total area within the satellite corporate areas, including land involved in this petition, constitutes 4.0 percent of the area within the primary corporate limits.

B. The petition bears the names, addresses, and signatures of all owners of the real property within the area proposed for annexation.

C. A metes and bounds description is attached to the petition.

D. A map showing the area proposed for annexation with relation to the primary corporate limits of Hendersonville is attached to the petition.

Having made the findings stated above, I hereby certify the petition for satellite annexation presented by Robbie Allison is valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 15 day of May, 2017.

Tammie K. Drake

Tammie K. Drake, MMC, City Clerk



This document presented and filed:
10/01/2015 11:21:04 AM



WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax -0-

Parcel Identification No.

Mail after recording to Robert L. Hogan. PO Box 1688, Hendersonville, NC 28793 ←

This instrument was prepared by: Robert L. Hogan
Brief description for the index: Tract 1 and 2 Plat Slide 7786

THIS DEED made this 30th day of September, 2015, by and between:

GRANTOR	GRANTEE
Cynthia D. Allison, Widowed	Robbie D. Allison, Married
PO Box 2469 Hendersonville, NC 28793	PO Box 245 Zirconia, NC 28790

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 neither as required by context.

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

Being that identical property as described in deed recorded in Book 1413 at Page 081 in the Office of the Register of Deeds for Henderson County, North Carolina, reference to which is made for a more complete description.

THIS PROPERTY DOES _____ DOES NOT X INCLUDE GRANTOR'S PRINCIPAL RESIDENCE. (N.C.G.S. 105-317.2)

This property was acquired by Grantor by instrument recorded in Deed Book 1413, Page 81.

TO HAVE AND TO HOLD the Aforesaid Property and all privileges and appurtenances thereto belonging to Grantee in fee simple.

And Grantor covenants with Grantee, that Grantor is seized of the Property 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 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 is subject to the following exceptions:

Ad valorem taxes for the current year and subsequent years, easements, rights of way and restrictions of record.

IN WITNESSETH WHEREOF, Grantor has hereunto set his/her hand and seal, the day and year first above written.

Cynthia D. Allison (SEAL)
Cynthia D. Allison

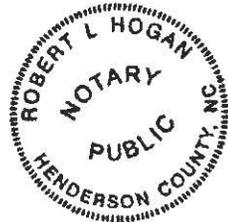
STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

I certify that the following person personally appeared before me this day, each acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Cynthia D. Allison, Grantor.

Date: September 30, 2015

Robert L. Hogan
Robert L. Hogan-Notary Public



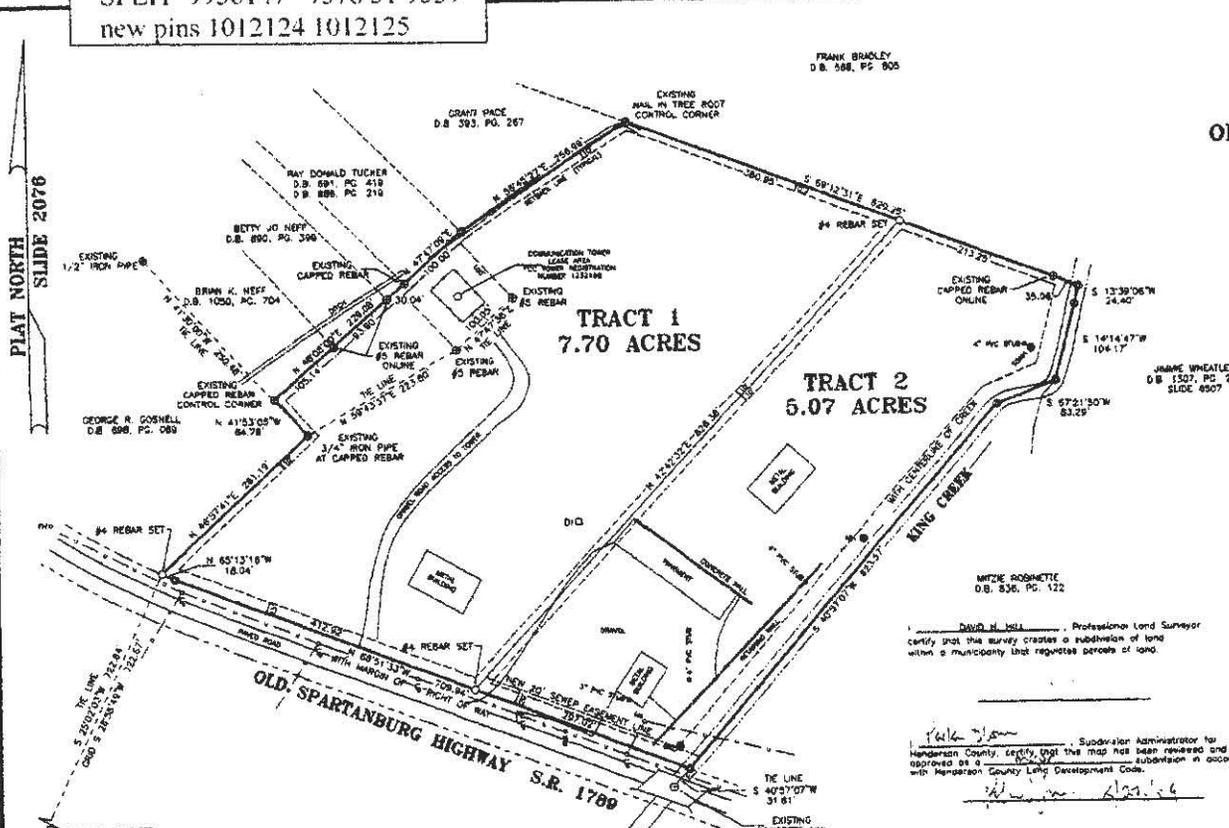
My Commission Expires: 08/19/2018

recorded june 23 2009

SPLIT 9956147 9578 51 9559
new pins 1012124 1012125

PLAT NORTH SLIDE 2076

Slide 7780



N.C.C.S. "JANIS"
N- 580804 793'
E- 075108 203'
COMBINED FACTOR - 0.9807778
N.A.D. 83

SETBACKS
FRONT - 15' FROM RIGHT OF WAY
SIDE - 10'
REAR - 10'
30' SETBACK FROM PERENNIAL STREAMS

- 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- THIS PROPERTY IS ZONED COMMUNITY COMMERCIAL BY HENDERSON COUNTY
 - 5- A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED FLOOD HAZARD ZONE PER F.I.R.M. 370565 6576
 - 6- THE CURRENT OWNER OF RECORD IS LEON V. ALLISON
 - 7- NO EASEMENT FOUND FOR SEWER LINE ALONG EASTERN BOUNDARY
 - 8- 30' DUNE EASEMENT FOUND IN DEED BOOK 1072, PAGE 879.
 - 9- 30' DUNE EASEMENT FOUND IN DEED BOOK 1328, PAGE 741.
- LEGEND**
- ⊙ MONUMENT FOUND AS NOTED
 - POINT NOT STAKED
 - P-PEDESTAL - PHONE PEDESTAL
 - UP - UTILITY POLE
 - PH-P - PHONE POLE
 - TR-TRANS - TRANSFORMER
 - TY-PEDESTAL - CABLE TV PEDESTAL
 - WM - WATER METER
 - WV - WATER VALVE

**PLAT OF SURVEY
FOR
LEON V. ALLISON
BEING A MAJOR SUBDIVISION
OF THE PROPERTY DESCRIBED IN
DEED BOOK 1009, PAGE 744**

**HENDERSONVILLE TOWNSHIP
HENDERSON COUNTY
NORTH CAROLINA**

**SCALE: 1" = 100'
JUNE 22nd, 2009**

OWNER/DEVELOPER
LEON V. ALLISON
1588 OLD SPARTANBURG ROAD
HENDERSONVILLE, NC 28782
(828) 885-7887

David H. Hill, Professional Land Surveyor, certifies that this plat was drawn from an actual survey made under his supervision (see description recorded in Book 1009, page 744); that the boundaries not surveyed are clearly indicated as shown from information found in Book 1009, page 744; that the ratio of precision as calculated is 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 22nd day of June, A.D., 2009.

David H. Hill, NCPLES 3863

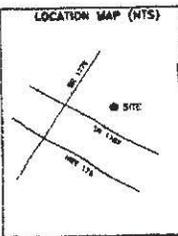
David H. Hill, Professional Land Surveyor, certifies that the survey creates a subdivision of land within a municipality that requests permits of land.

State of North Carolina, County of Henderson
I, Patricia J. Hester, Review Officer of Henderson County, certify that the map or plat to which the certification is affixed meets all statutory requirements for recording.
Patricia J. Hester, Review Officer

Patricia J. Hester, Subdivisor Administrator for Henderson County, certifies that this map has been reviewed and approved as a subdivision in accordance with Henderson County Land Development Code.

State of North Carolina, County of Henderson
This instrument was prepared for registration and recorded in the Office of Register of Deeds in the State and County of Henderson on this 22nd day of June, 2009.
At J. Hill, Clerk

John W. Miller
John W. Miller, Register of Deeds



DEED REFERENCES: D.B. 1009, PG. 744 SLIDE 2076
TAX REFERENCES: 9578-51-9559
PARTY CHIEF: DHH
REVISIONS:

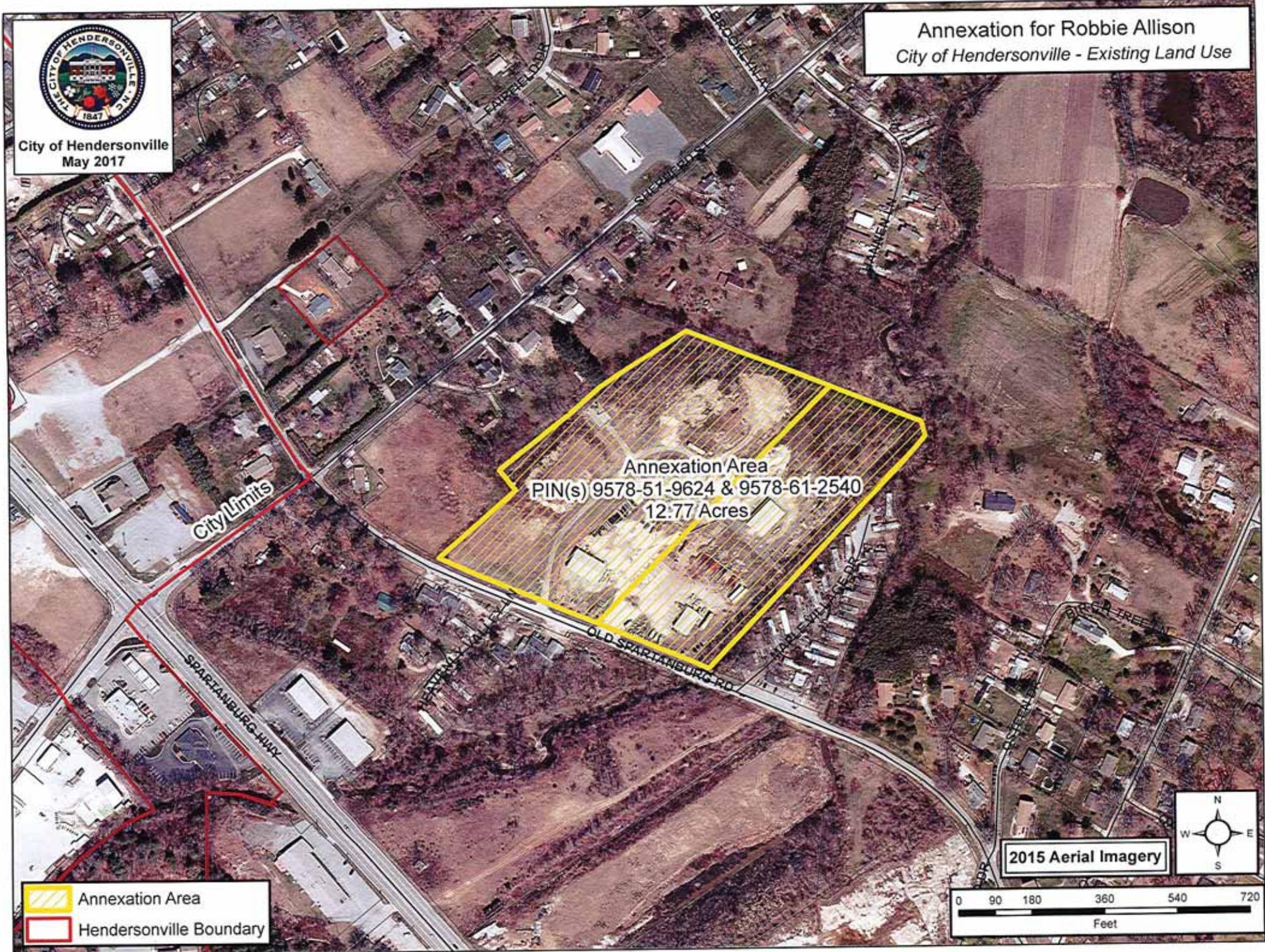
**SURVEY BY
HILL AND ASSOCIATES
SURVEYORS, P.A.**
LICENSE NUMBER: C-1891
DAVID H. HILL
N.C.P.L.S. 3863
405 WEST BLUE RIDGE ROAD
EAST FLAT ROCK, NORTH CAROLINA 28726
(828) 885-1408

CHECKED BY: DHH DRAWING: 221201
DATE: JUNE 22nd, 2009 DRAWN BY: DHH FILE: 22120



City of Hendersonville
May 2017

Annexation for Robbie Allison
City of Hendersonville - Existing Land Use



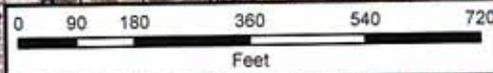
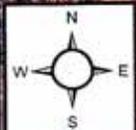
Annexation Area
PIN(s) 9578-51-9624 & 9578-61-2540
12.77 Acres

City Limits

SPARTANBURG HWY

OLD SPARTANBURG RD

2015 Aerial Imagery



-  Annexation Area
-  Hendersonville Boundary



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 5-22-17

Presenter: Susan G. Frady, Development Asst Director

Date of Council Meeting to consider this item: 6-01-17

Nature of Item: Council Action

Summary of Information/Request:

Item # 05dii

The City of Hendersonville has received a petition from the Trustees of Hendersonville Church of God for a contiguous annexation of 1.0 acre of a portion of the lot identified as 9680-02-6973 and located on Chimney Rock Road. This property is to be included as part of the Estates at Brittany Place, under special use review.

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 the 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 Church of Goad petition and set July 6, 2017, as the date for the public hearing.

Attachments:

CERTIFICATE OF SUFFICENCY

**RE: Petition for Contiguous Annexation
Trustees of Hendersonville Church of God
File No. P-17-25-ANX**

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

I, Tammie K. Drake, City Clerk, begin first duly sworn, hereby certify an investigation has been completed of the above referenced petition for the contiguous annexation of a portion of parcel 9680-02-6973 containing 1.0 acre located on Chimney Rock 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 Trustees of Hendersonville Church of God is valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 22 day of May, 2017.

Tammie K. Drake

Tammie K. Drake, MMC, City Clerk



CITY OF HENDERSONVILLE
DEVELOPMENT ASSISTANCE DEPARTMENT

100 N. King St. ~ Hendersonville, NC ~ 28792
Phone (828) 697-3010 ~ Fax (828) 697-6185
www.cityofhendersonville.org

PETITION REQUESTING ANNEXATION

The following are required to constitute a complete application for voluntary annexation:
~This form including the property owner's signature
~A copy of the deed indicating ownership of the property.
~A survey plat (8 1/2 " by 11") of the property prepared by a registered surveyor licensed to practice in the state of North Carolina.
~ A typed boundary description of the property, in digital format if possible.

Date 4/13/2017 Location / Property Address 2822 Chimney Rock Rd, Hendersonville, NC 28792

List 10 digit PIN or 7 digit PID number 1 acre portion of 9680-02-6973

Does this property adjoin the present City Limits? YES NO
Is the property within the ETJ? YES NO

Reason for annexation 1 acre portion of 9680-02-6973 to be included as part of The Estates at Brittany Place, under special use review. The sale and annexation request of this property is contingent upon the approval of The Estates at Brittany Place project.

Applicant Name Trustees of Hendersonville Church of God

Address 2822 Chimney Rock Rd, Hendersonville, NC 28792

Phone Fax Email

Property Owner: Name Trustees of Hendersonville Church of God

Address 2822 Chimney Rock Rd, Hendersonville, NC 28792

Bow & J Trustees
Jeffrey Arnold
Susan Thompson
Signature Kenneth Braswell Pastor
Printed Name Kenneth Braswell

Official Use:
DATE RECEIVED: _____ BY _____ FEE RECEIVED \$ _____

P17-25-AMX

State of North Carolina
County of Henderson

OK
A.S.
REC-8'80
FEB 14 50

This Indenture, Made this 22nd day of January, 1980, by and between

MAY S. McCARTY (SINGLE)

hereinafter called Grantors, and CARL PEACE, JAMES GILLILAND, WENDELL TYLER, TRUSTEES OF EAST HENDERSONVILLE CHURCH OF GOD

hereinafter called Grantees, (said designations shall

include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns).

Witnesseth: That the Grantors, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees, their heirs and/or successors and assigns (subject, however, to any conditions, restrictions, limitations, reservations or exceptions appearing after the description below), the following particularly described real estate, located in Clear Creek Township, Henderson County, North Carolina, to-wit:

BEGINNING at a set stone standing in the southeast corner of the Justice dower tract, said stone also standing South 89° 30' East 247.28 feet from an iron pin, the southwest corner of the dower tract, and running thence from said beginning point, North 4° 45' 28" West (passing through an iron pin at a distance of 200 feet and another iron pin at a distance of 349.60 feet), a total distance of 560 feet to a point standing 5.7 feet from the edge of the pavement of U. S. Highway 64; thence, approximately parallel with the edge of the pavement, North 69° 58' 42" East 250 feet to a point standing 5.9 feet from the edge of the pavement; thence, leaving the margin of the road, South 0° 39' 39" West (passing through an iron pin at a distance of 15 feet and another iron pin at a distance of 388.45 feet) and with or near an old fence a total distance of 648.45 feet to an iron pin; thence North 88° 30' West 181.03 feet to the point of BEGINNING, containing 2.90 acres, more or less, and being a portion of that tract of land as described in deed from N. A. Seagle and wife, Lucy D. Seagle, to Louise Peckham Seagle, dated January 10, 1955, and recorded in Deed Book 338, at page 351, Henderson County Registry.

This conveyance is made and accepted subject to the lien of that deed of trust from May S. McCarty to Francis M. Coiner, Trustee for Louise Peckham Seagle, dated October 30, 1978, and in the original principal amount of \$12,354.00.

To Have and to Hold the above described land and premises, with all appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever.

And the Grantors covenant to and with the Grantees, their heirs and/or successors and assigns, that the Grantors are lawfully seized in fee simple of said land and premises, and have full right and power to convey the same to the Grantees in fee simple, and that said land and premises are free from any and all encumbrances (with the exceptions above stated, if any), and that they will and their heirs, executors, administrators and/or successors shall forever warrant and defend the title to said land and premises, with the appurtenances, unto the Grantees, their heirs and/or successors and assigns, against the lawful claims of all persons whomsoever.

In Witness Whereof, the Grantors have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

Deanne Brown [SEAL] May S. McCarty [SEAL]
Francis Shondan [SEAL] May S. McCarty [SEAL]

STATE OF Florida, COUNTY OF Palm Beach
I, DEANNE BROWN, a Notary Public of said County and State,
MAY S. McCARTY (SINGLE)
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
WITNESS my hand and notarial seal, this 22nd day of January, 1980.
My commission expires... NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 18, 1982
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON
The foregoing certificate(s) of Deanne Brown

Notary Public (certified) is/are certified to be correct. This instrument presented for registration and recorded in this office this 7 day of February, 1980, at 4:00 P.M. in Book 586 Page 235

Register of Deeds
(Deputy)

EXHIBIT _____
LEGAL DESCRIPTION OF 1.0 ACRE +/-
TRACT TO BE CONVEYED FROM TRUSTEES OF
EAST HENDERSONVILLE CHURCH OF GOD TO
TRIANGLE REAL ESTATE OF GASTONIA, INC.

BEGINNING at a point in the common line of the property of Trustees of East Hendersonville Church of God, now or formerly (Book 586, Page 235) and Properties at UNO, LLC (Book 1449, Page 384), said point of Beginning being situate South 03-44-48 East 328.56 feet from a point within the right of way of U.S. Highway 64 marking the common front corner of the property of Trustees of East Hendersonville Church of God and the property of Properties at UNO, LLC; and running thence a new line across the property of Trustees of East Hendersonville Church of God, South 88-04-56 East 200.02 feet to a point in the western line of Wolfpen Amenities Association, Inc. (Book 1003, Page 643); thence with the western line of Wolfpen Amenities Association, Inc., South 02-00-25 West 232.12 feet to a ¾" iron pipe, common corner of Trustees of East Hendersonville Church of God, Wolfpen Amenities Association, Inc., and Properties at UNO, LLC; thence with the line of Properties at UNO, LLC, North 87-29-34 West 176.83 feet to a planted stone; thence with another line of Properties at UNO, LLC, North 03-44-48 West, crossing a ¾" iron pipe at 199.89 feet, a total distance of 231.43 feet to the point and place of Beginning, and containing 1.0 acre, more or less.



City of Hendersonville
May 2017

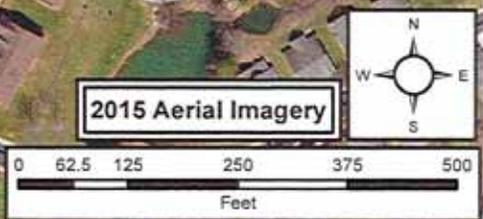
Annexation for Estates at Brittany Place

City of Hendersonville
Existing Land Use



Annexation Area
Portion of PIN: 9680-02-6973
Approximately: 1 Acre

-  Annexation Area
-  Hendersonville Boundary





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lisa White

Department: Admin

Date Submitted: 5-18-17

Presenter: Lisa White

Date of Council Meeting to consider this item: June, 1, 2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 05e

In January 2017 the City issued a Request for Proposal for Installment Financing for the purchase of the Pierce Fire truck. The City requested a 15 year term. The RFP which was due March 1, 2017 is attached. Six banks responded to the RFP. The bid summary sheet is attached.

The proposal from Entegra Bank contained the lowest interest rate at the requested term of 15 years.

The approval of the financing was held until near the completion of the Fire Truck, so that the full cost of the truck, and equipment could be included in the loan amount. The City is expected to take delivery of the truck and equipment in June 2017. The City issued a Reimbursement Resolution in June 2016 (16-0618) and has pre-paid for the truck and equipment and will be reimbursed by the loan proceeds.

Staff requests that Council approve the award of the the Installment Financing agreement with Entegra in the amount of \$655,000. The original amount budgeted in the Capital Project fund, and included in the Financing RFP was \$644,621 however additional equipment was needed. A budget amendment for the increase, including a transfer to cover minor amounts that may be expended above the loan amount, is also on this agenda.

Budget Impact: \$ 655,000 Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

Suggested Motion:

I move that Council approve the installment bank financing to Entegra Bank in the amount of \$655,000 for a 15 year term.

Attachments:

Bid Summary Sheet
Installment Financing Request for Proposals
Entegra

<u>Lender Institution Name</u>	<u>Term</u>	<u>Interest Rate</u>	<u>Notes/Comments</u>
1 Entegra Bank	15 yrs	2.49%	No prepayment fees ; no origination fees
2 TD Bank	10 yrs	2.479% A	Pre-payment option subject to Yield Maintenance Fees
TD Bank	10 yrs	2.593% B	Pre-payment option - no fees
3 BB&T	12 yrs	2.530%	No prepayment fees ; no origination fees
BB&T	15 yrs	2.820%	No prepayment fees ; no origination fees
4 US bancorp	15 yrs	2.555%	No prepayment fees ; no origination fees
5 Carter Bank & Trust	15 yrs	2.65%	No prepayment fees ; no origination fees
6 Key Government Finance	15 yrs	3.010%	see prepayment schedule

**HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE**

BE IT HEREBY RESOLVED by the City Council of the City of Hendersonville, North Carolina this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of HENDERSONVILLE, North Carolina (the "Issuer") with respect to the matters contained herein.

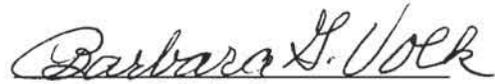
Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for THE ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE FIRE ENGINE REPLACEMENT PROJECT, ORDINANCE #16-0617 (the "Project").

Plan of Finance. The Issuer intends to finance the costs of the Project with the proceeds of debt to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

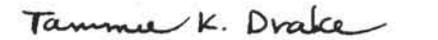
Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is **\$644,621.00**.

Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this second day of June, 2016.


Barbara G. Volk, Mayor

ATTEST:


Tammie K. Drake, City Clerk

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

CITY OF HENDERSONVILLE

The City of Four Seasons

FINANCE DEPARTMENT
Lisa A. White, CPA, CGFO
Finance Director

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

January 9, 2017

Re: Request for Proposal for Installment Financing Agreement – **DUE MARCH 1, 2017**

The City of Hendersonville, North Carolina (“the City”) desires to enter into an installment financing agreement in the principal amount not to exceed \$644,621.00 for the purpose of purchasing the capital equipment listed below. The City is currently rated AA- by Moody’s Investors Service and A+ by Standard & Poor’s Ratings Services. The City is soliciting your proposal to provide the necessary financing for this project, subject to the terms and conditions set forth in this Request for Proposal.

A. Pertinent Information

The items to be purchased with estimated costs are:

Fire Truck	2017 Pierce Ultimate Configuration Pumper Truck	\$572,875.00
NFPA Equipment	Loose Equipment to be installed	\$ 71,746.00
Total Amount to be Financed:		\$ \$644,621.00

In order to take advantage of the vendor prepayment discount, City Council passed a financing reimbursement Resolution# 16-0618 on June 2, 2016. On July 21, 2016, the City paid the vendor, Atlantic Emergency Solutions \$571,581 as a prepayment and the truck was ordered. The above amount shown for the NFPA required equipment is an estimate, the requested loan amount may change dependent on the actual cost of the equipment. The Fire Truck is currently under construction and is expected to be completed in March or April 2017.

The financing will be bank eligible under Section 265 of the Internal Revenue Code of 1986.

B. Contract Specifications

1. The desired amount of the financing is not to exceed \$644,621.00
2. The desired term of the financing is 15 years. The City desires the debt service payment schedule to reflect amortization over a 15 fiscal year period, with payments of both principal and interest beginning July 1, 2017. The Cities fiscal year is July 1- June 30.
3. Level installment payments are to be made semi-annually (both principal and interest), and July 1 and December 31 of each year for a total of 30 payments.
4. The interest rate(s) shall be fixed for the term.

5. The City requests that the lender waive any recording fees, document preparation fees, UCC fees or originations fees.
6. The interest rate(s) proposed must be guaranteed for at least forty-five (45) days from the date of the RFP due date, March 1, 2017. The City Council will consider the proposed contract with the selected bidder at its regularly scheduled meeting on Thursday, April 6, 2017. The City desires to close the transaction on or after April 7, 2017.
7. Prepayment terms may be negotiated between the City and the successful bidder. The City desires prepayment of principal at any time without penalty.
8. The City will pledge its full faith and credit and taxing power for the payments to be made. No deficiency judgment may be rendered against the City for breach of a contractual obligation under the Installment Financing Agreement.
9. The Installment Financing Agreement must not contain a non-substitution clause and there must be a non-appropriation clause in the installment financing agreement.

C. Submission of Proposal

Your written proposal must be received by **2 pm on Wednesday, March 1, 2017** at the office of Lisa White, Finance Director, 145 Fifth Avenue East, Hendersonville NC 28792-4328. Proposals must be submitted by mail or in person in a **sealed** envelope marked "Capital Financing RFP". **No emailed proposals will be accepted.**

Proposals must specify at a minimum the following information:

1. The term of the financing.
2. The interest rate and total interest cost.
3. The terms of repayment. Please attach a proposed amortization schedule, showing the first interest and principal payment due July 1, 2017. Schedule must also show total interest cost.
4. A list of all additional costs to be associated with this transaction. State whether or not any of such fees or expenses can or will be capped or waived.
5. A statement to the effect that the bank/lender agrees to the contract specifications set forth in Part B of this Request for Proposal.

The City reserves the right to request additional information from the bidders and reserves the right to reject all proposals and to waive any irregularities or informalities. Although the selection will be based substantially on lowest total financing cost (including both interest cost and upfront fees and expenses), the City reserves the right to select the bidder that best meets the needs of the City.

Thank you in advance for your consideration of this proposal. If you have any questions please contact:
Lisa White at lwhite@hvlnc.gov

Sincerely,



Lisa A. White, CPA
Finance Director



CITY OF HENDERSONVILLE

The City of Four Seasons

FIRE DEPARTMENT JOSEPH VINDIGNI, FIRE CHIEF

The fire apparatus that the City of Hendersonville Fire Department will be purchasing is a 2017 Pierce Ultimate Configuration Pumper with an enforcer chassis and independent front suspension. It will have a 450 horse power Cummins engine and Allison transmission. The apparatus will have a pump capacity of 1500 gallons per minute with a pump and roll feature. It will have a 750 gallon water tank and 30 gallon foam tank as well as a Husky foam system, hydraulic generator, LED lights, and large storage capacity.

The total cost of the apparatus is: \$ 592,700.00

Pierce offers a discount if the fire department decides to pay for the apparatus at the time of order placement. The City of Hendersonville decided to pay for the apparatus at the time of order and take advantage of this cost savings.

Discount was in the amount of \$ 21,119.00

Making the total of the apparatus \$ 571,581.00

Minor modifications were made after the date of the order adding an additional \$ 1,294.00 to the total cost of the apparatus

After final modifications the total cost of the apparatus is \$ 572,875.00

The apparatus does not include the required NFPA loose equipment and must be purchased before the apparatus can be placed in service. This equipment is outlined in NFPA 1901, 2016 edition, section 5.9.3 and 5.9.4. Also, radio equipment, a Knox box, and other various equipment will also need to be purchased. The total of this equipment \$71,746.00

This makes the total of the apparatus with equipment \$ 644,621.00

Estimated time of arrival – April/May 2017

CITY OF HENDERSONVILLE FIRE DEPARTMENT
632 SUGARLOAF ROAD
HENDERSONVILLE, NC 28792
828-697-3024



Atlantic Emergency Solutions
 NOVA Service Center
 12351 Randolph Ridge Lane
 Manassas, VA 20109
 703.393.9911
<http://www.atlanticemergency.com>

6/27/2016 2:18:21 PM FireDept approved by jvindigni

Sales Order Number: 560
 Sales Order Date: 06/17/16
 Page: 1

Sold
 To: Hendersonville Fire Dept
 145 5th Ave East
 Hendersonville, NC 28792

Ship
 To: Hendersonville Fire Dept
 145 5th Ave East
 Hendersonville, NC 28792

Ship Via
 Ship Date 06/17/16

Customer ID 20975
 P.O. Number
 P.O. Date 06/17/16

Terms On Receipt

SalesPerson Frank Suggs

Item No.	Description	Unit	Quantity	Unit Price	Total Price
	Pierce Enforcer PUC Pumper				
	100% Prepayment		1	571,581.00	571,581.00

Reference City of Hendersonville
 PO#2017002-00

Amount Subject to Sales Tax	0.00	Amount Exempt from Sales Tax	571,581.00	Subtotal:	571,581.00
				Invoice Discount:	0.00
				Total Sales Tax:	0.00
				Total:	571,581.00

February 21, 2017

Borrowers: City of Hendersonville, North Carolina

FOR DISCUSSION PURPOSES ONLY. This term sheet is in response to a Request for Proposal (RFP) dated January 9, 2017 from the City of Hendersonville, North Carolina. This is not a binding agreement and the terms and conditions stated below are subject to final approval per Entegra Bank underwriting guidelines and satisfactory valuation of the proposed collateral.

Proposed Loan Amount: **\$664,621.00**
- Per the RFP, the loan purpose is to provide \$572,875 for the purchase of a 2017 Pierce Ultimate Configuration Pumper Truck and \$71,746.00 for various loose equipment to be installed.

Loan/Bank Fees: **No Bank Origination Fee / City of Hendersonville, NC will be responsible for any applicable legal & recording fee(s)**
- Any applicable Legal & Recording Fees that are from third parties to be determined later

Primary Collateral: **A first lien security interest in the 2017 Pierce Ultimate Configuration Pumper Truck and all loose equipment purchased for installation.**

Prepayment Penalty: **There will be no prepayment penalty on this loan.**

Interest Calculation: **The interest rate and payments will be calculated on a 365/360 – day calendar year**

Repayment Terms: **15 Year Term / 30 Semi-Annual Principal & Interest Payments**
- Loan funds will be disbursed as final documentation is provided.

Payments: **There will be 30 fully amortizing semi-annual principal and interest payments for this loan initiating July 1, 2017 with a final installment of all remaining principal and interest due January 1, 2032.**
- The estimated semi-annual payment is \$26,567.52.
- A sample principal & interest amortization is attached for review.

Interest Rate: **2.49% Fixed Rate for the full loan term.**
- Full Term Fixed Rate Per the RFP

Special Considerations:

- 1. No deficiency judgment may be rendered against the City in the event of default.**
- 2. The loan agreement will not contain a non-substitution clause.**
- 4. The loan agreement will contain a non-appropriation clause.**
- Per the RFP

The interest rate and terms contained herein are guaranteed for 60 Days

This document is transmitted confidentially for the sole use of the intended recipient, and it may not be forwarded or disclosed to others without the express consent of Entegra Bank. This is not a binding agreement and the terms and conditions stated herein are subject to change pending the receipt and satisfactory review of any and all information and documentation deemed necessary by Entegra Bank, as well as final and formal loan approval. Any deviations from Bank underwriting guidelines and/or loan policy may result in a change in terms and conditions. We appreciate your business and we thank you for your interest in Entegra Bank.

Sincerely,



Harry Grymes
Vice President
Senior Commercial Lender
Hendersonville, NC 28792



Amortization Schedule						
Date	Description	Total Payment	P&I Payment	Principal Payment	Interest Payment	Principal Balance
Apr 12, 2017	Beginning Balance					664,621.00
+ Jul 01, 2017	Regular Payment	26,567.52	26,567.52	22,889.96	3,677.56	641,731.04
▾ 2017 Totals		26,567.52	26,567.52	22,889.96	3,677.56	
+ Jan 01, 2018	Regular Payment	26,567.52	26,567.52	18,400.43	8,167.09	623,330.61
+ Jul 01, 2018	Regular Payment	26,567.52	26,567.52	18,763.95	7,803.57	604,566.66
▾ 2018 Totals		53,135.04	53,135.04	37,164.38	15,970.66	
+ Jan 01, 2019	Regular Payment	26,567.52	26,567.52	18,873.41	7,694.11	585,693.25
+ Jul 01, 2019	Regular Payment	26,567.52	26,567.52	19,235.13	7,332.39	566,458.12
▾ 2019 Totals		53,135.04	53,135.04	38,108.54	15,026.50	
+ Jan 01, 2020	Regular Payment	26,567.52	26,567.52	19,358.40	7,209.12	547,099.72
+ Jul 01, 2020	Regular Payment	26,567.52	26,567.52	19,680.45	6,887.07	527,419.27
▾ 2020 Totals		53,135.04	53,135.04	39,038.85	14,096.19	
+ Jan 01, 2021	Regular Payment	26,567.52	26,567.52	19,855.24	6,712.28	507,564.03
+ Jul 01, 2021	Regular Payment	26,567.52	26,567.52	20,213.25	6,354.27	487,350.78
▾ 2021 Totals		53,135.04	53,135.04	40,068.49	13,066.55	
+ Jan 01, 2022	Regular Payment	26,567.52	26,567.52	20,365.17	6,202.35	466,985.61
+ Jul 01, 2022	Regular Payment	26,567.52	26,567.52	20,721.25	5,846.27	446,264.36
▾ 2022 Totals		53,135.04	53,135.04	41,086.42	12,048.62	
+ Jan 01, 2023	Regular Payment	26,567.52	26,567.52	20,888.07	5,679.45	425,376.29
+ Jul 01, 2023	Regular Payment	26,567.52	26,567.52	21,242.17	5,325.35	404,134.12
▾ 2023 Totals		53,135.04	53,135.04	42,130.24	11,004.80	
+ Jan 01, 2024	Regular Payment	26,567.52	26,567.52	21,424.24	5,143.28	382,709.88
+ Jul 01, 2024	Regular Payment	26,567.52	26,567.52	21,749.85	4,817.67	360,960.03
▾ 2024 Totals		53,135.04	53,135.04	43,174.09	9,960.95	
+ Jan 01, 2025	Regular Payment	26,567.52	26,567.52	21,973.71	4,593.81	338,986.32
+ Jul 01, 2025	Regular Payment	26,567.52	26,567.52	22,323.70	4,243.82	316,662.62
▾ 2025 Totals		53,135.04	53,135.04	44,297.41	8,837.63	
+ Jan 01, 2026	Regular Payment	26,567.52	26,567.52	22,537.47	4,030.05	294,125.15
+ Jul 01, 2026	Regular Payment	26,567.52	26,567.52	22,885.32	3,682.20	271,239.83
▾ 2026 Totals		53,135.04	53,135.04	45,422.79	7,712.25	
+ Jan 01, 2027	Regular Payment	26,567.52	26,567.52	23,115.55	3,451.97	248,124.28
+ Jul 01, 2027	Regular Payment	26,567.52	26,567.52	23,461.22	3,106.30	224,663.06
▾ 2027 Totals		53,135.04	53,135.04	46,576.77	6,558.27	
+ Jan 01, 2028	Regular Payment	26,567.52	26,567.52	23,708.31	2,859.21	200,954.75
+ Jul 01, 2028	Regular Payment	26,567.52	26,567.52	24,037.84	2,529.68	176,916.91
▾ 2028 Totals		53,135.04	53,135.04	47,746.15	5,388.89	
+ Jan 01, 2029	Regular Payment	26,567.52	26,567.52	24,315.96	2,251.56	152,600.95

+ Jul 01, 2029	Regular Payment	26,567.52	26,567.52	24,657.09	1,910.43	127,943.86
+ 2029 Totals		53,135.04	53,135.04	48,973.05	4,161.99	
+ Jan 01, 2030	Regular Payment	26,567.52	26,567.52	24,939.23	1,628.29	103,004.63
+ Jul 01, 2030	Regular Payment	26,567.52	26,567.52	25,277.99	1,289.53	77,726.64
+ 2030 Totals		53,135.04	53,135.04	50,217.22	2,917.82	
+ Jan 01, 2031	Regular Payment	26,567.52	26,567.52	25,578.32	989.20	52,148.32
+ Jul 01, 2031	Regular Payment	26,567.52	26,567.52	25,914.67	652.85	26,233.65
+ 2031 Totals		53,135.04	53,135.04	51,492.99	1,642.05	
+ Jan 01, 2032	Regular Payment	26,567.51	26,567.51	26,233.65	333.86	
+ 2032 Totals		26,567.51	26,567.51	26,233.65	333.86	
+ Grand Total		797,025.59	797,025.59	664,621.00	132,404.59	

City of Hendersonville RFP - Proposal

Note Model Statement

Date Quoted:	Feb 21, 2017
Product:	Product Not Defined
Interest Method:	[6] 365/360 Payments P&I
Note Date:	Apr 12, 2017
Maturity Date:	Jan 01, 2032
Principal Advance:	\$664,621.00
Amount Financed:	\$664,621.00
Finance Charge:	\$132,404.59
APR:	2.524583%
Total Principal:	\$664,621.00
Total Interest:	\$132,404.59
Total of Payments:	\$797,025.59

Payment Schedule

Description	Date	Frequency	Number	Amount
Regular Payment	Jul 01, 2017	Semiannually	29	\$26,567.52
Regular Payment	Jan 01, 2032	Semiannually	1	\$26,567.51

2.49% Fixed Rate - 15 years



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Admin

Date Submitted: 05/24/17

Presenter: Brian Pahle

Date of Council Meeting to consider this item: 06/01/17

Nature of Item: Council Action

Summary of Information/Request:

Item # 05f

Capital Project Ordinances and Reimbursement Resolutions for the Grounds and Buildings Maintenance Facility project to be approved in the FY17-18 budget and estimated to be completed in FY19-20.

The following ordinance provide a multi-year fund to account for the full cost of the projects. The reimbursement resolution allow the City to provide funding for this project with the ability to reimburse itself with future proceeds from debt.

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

New budget; total amounts detailed below.

Suggested Motion:

I move to approve the capital project ordinances and reimbursement resolutions as presented.

Attachments:

See below...

**CAPITAL PROJECT ORDINANCE FOR
THE ACQUISITION, CONSTRUCTION AND INSTALLATION
OF THE GROUNDS AND BUILDING MAINTENANCE FACILITY PROJECT**

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

Section 1: The project authorized is a City facilities project described as the Grounds and Building Maintenance Facility Project.

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

Account Number		Account Name	Total Budget
4520000	519000	Professional Services	\$ 150,000
4520000	559850	Construction Contract	\$ 1,848,000
4520000	549750	Permits, License, & Fees	\$ 2,000
Total Project Appropriation			\$ 2,000,000

Section 3: The following revenues are anticipated to be available via debt proceeds and transfers from the General Fund for project expenses:

Account Number		Account Name	Total Budget
4520000	499100	Proceeds of Debt	\$ 2,000,000
Total Project Revenue			\$ 2,000,000

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

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

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

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

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this first day of June, 2017.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

**HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE**

BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of HENDERSONVILLE, North Carolina (the "Issuer") with respect to the matters contained herein.

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for THE ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE GROUNDS AND BUILDINGS MAINTENANCE FACILITY, ORDINANCE # _____ (the "Project").

Plan of Finance. The Issuer intends to finance the costs of the Project with the proceeds of debt to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is **\$2,000,000.00**.

Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this first day of June, 2017.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Admin

Date Submitted: 05/24/17

Presenter: Brian Pahle

Date of Council Meeting to consider this item: 06/01/17

Nature of Item: Council Action

Summary of Information/Request:

Item # 05g

Capital Project Ordinances and Reimbursement Resolution for the New Police Department Headquarters project to be approved in the FY17-18 budget and estimated to be completed in FY19-20.

The following ordinance provide a multi-year fund to account for the full cost of the projects. The reimbursement resolution allow the City to provide funding for this project with the ability to reimburse itself with future proceeds from debt.

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

New budget; total amounts detailed below.

Suggested Motion:

I move to approve the capital project ordinance and reimbursement resolution as presented.

Attachments:

See below...

**CAPITAL PROJECT ORDINANCE FOR
THE ACQUISITION, CONSTRUCTION AND INSTALLATION
OF THE POLICE DEPARTMENT HEADQUARTERS PROJECT**

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

Section 1: The project authorized is a City facilities project described as the Police Department Headquarters Project.

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

Account Number		Account Name	Total Budget
4510000	519000	Professional Services	\$ 500,000
4510000	559850	Construction Contract	\$ 3,495,000
4510000	549750	Permits, License, & Fees	\$ 5,000
Total Project Appropriation			\$ 4,000,000

Section 3: The following revenues are anticipated to be available via debt proceeds and transfers from the General Fund for project expenses:

Account Number		Account Name	Total Budget
4510000	499100	Proceeds of Debt	\$ 4,000,000
Total Project Revenue			\$ 4,000,000

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

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

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

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

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this first day of June, 2017.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

**HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE**

BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of HENDERSONVILLE, North Carolina (the "Issuer") with respect to the matters contained herein.

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for THE ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE POLICE DEPARTMENT HEADQUARTERS, ORDINANCE # _____ (the "Project").

Plan of Finance. The Issuer intends to finance the costs of the Project with the proceeds of debt to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is **\$4,000,000.00**.

Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this first day of June, 2017.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Sam Fritschner

Department: Legal

Date Submitted: 24 May 2017

Presenter: Sam Fritschner

Date of Council Meeting to consider this item: 1 June 2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 05h

Attached are proposed findings of fact, conclusions of law and decision for the Hendersonville High School special use permit application. The vote on 5 May was a vote to grant the permit but did not contain findings of fact and conclusions of law. Votes on the Ninth Avenue road closing and the rezoning to PID were legislative acts and did not require findings and conclusions.

This vote is simply one to say that this is what the Council did. It is not a revote on the merits of the application.

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

Suggested Motion:

I move the City Council adopt the proposed findings of fact, conclusions of law and decision.

Attachments:

Proposed findings, conclusions and decision.

**STATE OF NORTH CAROLINA
HENDERSON COUNTY**

**BEFORE THE
HENDERSONVILLE CITY COUNCIL
FILE NO. P17-06-SUR**

**IN RE THE APPLICATION OF
HENDERSON COUNTY,
HUNTING CREEK ASSOCIATES LLC
and THE HENDERSON COUNTY BOARD
of PUBLIC EDUCATION,
for a SPECIAL USE PERMIT FOR
PINs 9569-70-0527,
9569-60-4631 and 9569-60-9162**

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

This matter came for a hearing before the Hendersonville City Council at its regular monthly meeting on 4 April 2017 on the application of Henderson County, Hunting Creek Associates LLC and the Henderson County Board of Public Education for a special use permit with respect to PINs 9569-70-0527, 0569-60-4631, and 9569-60-9162 to build a new building for the Hendersonville High School in accordance with the terms of the application. The properties are owned by the applicants respectively and are situated either side of Ninth Avenue between North Church Street and Oakland Street, and at 1008 Fleming Street (the Hunting Creek property) in Hendersonville.

At the hearing a number of persons testified on various aspects of the proposed projects. Despite admonition from the Council, persons on both sides spoke without testifying to facts pertaining to the standards set forth. No person was denied the right to speak who claimed to have relevant testimony to offer. After every witness spoke opportunity was granted for cross examination. No one was denied the right to examine any documents presented for consideration.

Following the hearing and a motion, the City Council voted 3-2 in favor of granting the application. Because N.C.G.S. § 160A-75 requires a second vote on a subsequent day for ordinances not receiving a favorable first vote of at least two thirds of the City Council, the matter was brought before the City Council again at a special session on 5 May 2017. The following findings and conclusions are adopted as a result of the 5 May vote, and based on the testimony adduced at the 4 May hearing and any other matters contained in the record.

ISSUES

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

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

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

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

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

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

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

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

The application did not contain a request for any variance.

TESTIMONY

The testimony is reflected in the minutes of the 5 June 2017 regular meeting of the City Council, which minutes are incorporated herein by reference.

FINDINGS OF FACT

1. The properties are zoned PID planned institutional district.
2. The properties contain the current Hendersonville High School main building (the "Stillwell Building"), a football and soccer field, track and bleachers, accessory buildings for educational use, and a building formerly serving a car dealership.
3. No variance was sought in the application.
4. A neighborhood compatibility meeting concerning the application was held on March 2, 2017. Notice was provided by U.S. mail to the owners of record of all property situated within 400 feet of the subject property as required by Section 7-4-4.1 of the Zoning Ordinance. Fifty-nine persons attended the meeting and spoke on a number of issues.
5. The Council specifically finds that the building and layout will proceed in accordance with the submitted plans, which plans are incorporated into these findings.
6. The project, including the closing of Ninth Avenue, the setback of the building from the Asheville Highway and Church Street, and the addition of a new parking lot, and other features shown in the plans and testified to in the hearing, adequately provides for the safety of the high schools students and families and other members of the public.
7. Nearby medical businesses, while possibly inconvenienced by the parking lot, have not sufficiently demonstrated a danger to health and safety of themselves and their patients to establish a clear danger.
8. No credible testimony was adduced at the hearing to overcome the presumption of neighborhood compatibility. This is especially true in light of the 90-year history of an existing high school on the site.
9. The site plan includes a four-story building and a gymnasium for a total of 225,000 ft². An existing 64,496 ft² building is to remain.
10. The site plan shows 215 parking spaces for the proposed 225,000 ft² project. The minimum required by the Zoning Ordinance, based on number of ft², is 202. The applicant is proposing 93 parking spaces provided on-site and 122 parking spaces provided off-site. The proposed off-site parking area is located approximately 165 feet from the subject area.

11. The site is separated by rights-of-way greater than 30 feet and therefore does not require a buffer.
12. Parking for the new high school is to be situated to the rear or side of the lot and screened from view from public right-of-way. Parking is proposed to the rear and/or side of the lot and screened from view from the public right-of-way to utilize the 10 foot setback allowance.
13. Prior to Final Site Plan approval, Parcel # 9569-60-9162 and Parcel # 9569-70-0527 shall be combined to reflect the Preliminary Site Plan boundary.
14. The applicant will be providing stormwater management plans to the Engineering Department as part of the final site plan submittal requirements.
15. According to a traffic impact analysis was completed by Mattern & Craig, Inc. for this project and submitted to the City for review on February 21, 2017, and the City Council so finds, the new Hendersonville High School is expected to generate 269 trips and 91 vehicles during the am and pm peak hours respectively.
16. The proposed Hendersonville High School expansion should not have an adverse impact on the surrounding roadway network with appropriate mitigation measures at certain intersections described below:
 - a. Intersection of Oakland Street, 9th Avenue, and the proposed entrance to Hendersonville High School:

Consider the installation of a traffic signal. A traffic signal is warranted during peak periods.
 - b. Intersection of US 25 Business and Oakland Street
 1. An exclusive northbound right turn lane along Oakland Street with about 100' of storage is necessary in order to achieve acceptable levels-of-service under future conditions.
 2. Re-stripe northbound Oakland Street with three 10' lanes at the intersection with US 25 Business. To accommodate the auxiliary right turn lane, the elimination of two parking spaces may be necessary.
 3. Due to low operating speeds at this location, 10' lane widths should be adequate to accommodate the expected traffic volumes.

c. Intersection of US 25 Business and 9th Avenue/North Main Street

1. Modify the traffic signal to include a right-turn overlap phase along North Main Street to address the failing levels of service during the AM and PM Peak hours along that approach.

d. Sidewalks and Pedestrian Crossings

1. At unsignalized intersections where pedestrians are expected, marked crosswalks with the appropriated warning signs should meet current ADA requirements and NCDOT standards.

2. At signalized intersections where pedestrians are expected, marked crosswalks and pedestrian signals shall be provided in accordance with NCDOT standards.

3. The pedestrian routes from the existing and proposed designated off-campus parking lot should be evaluated and all amenities/facilities be brought up to current NCDOT, City of Hendersonville, and ADA standards.

e. Internal Storage for Pick-Up and Drop-Offs

According to NCDOT Municipal and School Transportation Assistance School Calculator, 585 feet of internal storage is needed to accommodate the expected enrollment. School traffic is planned to be routed through the parking lot to the student drop-off and pick-up area to prevent queueing onto Oakland Street. The proposed Hendersonville High School shows approximately 761 feet of internal storage.

17. Hendersonville water and sewer services are currently provided and are expected to continue to be provided to the site.

CONCLUSIONS OF LAW

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

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

3. The development complies with all required regulations and standards of the

zoning ordinance and with all other applicable regulations;

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

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

DECISION

For the above reasons,

1. The City Council grants the special use permit in accordance with the application.

2. The special use permit shall be subject to the requirement of City ordinances, including the zoning ordinance. Final plans for the project shall comply with approved plans, the conditions agreed to on the record of this proceeding and applicable provisions of the Hendersonville Zoning Ordinance and Code of Ordinances.

These findings, conclusions and decision adopted this first day of June 2017.

Barbara Volk, Mayor

Attest:

Tammie K. Drake, MMC, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Rhonda Wiggins

Department: Utilities

Date Submitted: 5/17/2017

Presenter: Lee Smith

Date of Council Meeting to consider this item: June 1, 2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 05i

Water Extension Request

143 McDowell Road, located off Old Haywood Road / NC191.

This project requires an extension of the City of Hendersonville's water system to provide service to a proposed single family subdivision serving a total of 9 homes.

The proposed water system consists of:
4,000 LF of 8" DIP CL 350 water line and 4 fire hydrants.

This project is within the Zoning and Planning Jurisdiction of the Town of Mills River and has received approval dated March 28, 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 Rick Moore of Moore and Son Site Contractors, Inc.

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: Sam Fritschner

Department: Legal

Date Submitted: 24 May 2017

Presenter: Sam Fritschner

Date of Council Meeting to consider this item: 1 June 2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 05j

The engineering and water departments asked the legal department to acquire property in south Fletcher for a pumping station. An agreement for the purchase of a parcel has been tentatively reached pending Council ratification. The asking price for this parcel (which includes a second parcel across the street for which the City has no real need at present) was \$20,000.00. The purchase price finally agreed on is \$12,500.

Budget Impact: \$ 12,500.00 Is this expenditure approved in the current fiscal year budget? Yes No If no, describe how it will be funded.

Multiyear budget

Suggested Motion:

I move the City Council ratify and authorize the city manager to execute the agreement for the purchase of the Northside water pumping station site.

Attachments:

Draft agreement



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between _____, City of Hendersonville, NC

a(n) _____ ("Buyer"), and (individual or State of formation and type of entity)

Stephan W. Wade

a(n) Individual ("Seller"). (individual or State of formation and type of entity)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address) No property address assigned. PIN# 9652-67-1617; PIN# 9652-67-2788

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide _____ at Page(s) _____, _____ County, consisting of _____ acres.

[] If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 9959496, 9959497; and, (ii) some or all of the Property, consisting of approximately 0.93 acres, is described in Deed Book 001611, 12, Page No. 0001, 0718, Henderson County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 12,500.00 (b) "Purchase Price" shall mean the sum of Twelve Thousand, Five Hundred _____ Dollars,

payable on the following terms:

\$ N/A (i) "Earnest Money" shall mean _____ Dollars or terms as follows: _____

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with _____ (name of person/entity with whom deposited), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.



This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc.

STANDARD FORM 580-T Revised 7/2013 © 7/2016

Buyer Initials _____ Seller Initials _____

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ _____ N/A (ii) **Proceeds of a new loan** in the amount of _____ Dollars for a term of _____ years, with an amortization period not to exceed _____ years, at an interest rate not to exceed _____ % per annum with mortgage loan discount points not to exceed _____ % of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

\$ _____ N/A (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ _____ N/A (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ _____ and evidenced by a note bearing interest at the rate of _____ percent (_____ %) per annum, and a current payment amount of \$ _____. The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before _____. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

\$ 12,500.00 (v) **Cash**, balance of Purchase Price, at Closing in the amount of **Twelve Thousand, Five Hundred** Dollars.

- (c) "**Closing**" shall mean the date and time of recording of the deed. Closing shall occur on or before July 31, 2017 or a mutually agreed upon date, but in no event later than July 31, 2017.
- (d) "**Contract Date**" means the date this Agreement has been fully executed by both Buyer and Seller.
- (e) "**Examination Period**" shall mean the period beginning on the first day after the Contract Date and extending through through 11:59pm (based upon time at the locale of the Property) on July 31, 2017.

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

- (f) "**Broker(s)**" shall mean:
SVN/Blackstream, LLC ("Listing Agency"),
Michael Hoffman ("Listing Agent" - License # 273535)
 Acting as: Seller's Agent; Dual Agent
 and N/A ("Selling Agency"),
 ("Selling Agent" - License # _____)
 Acting as: Buyer's Agent; Seller's (Sub) Agent; Dual Agent

- (g) "**Seller's Notice Address**" shall be as follows:
504 Fairway Drive
Hendersonville, NC 28739
 except as same may be changed pursuant to Section 12.

- (h) "**Buyer's Notice Address**" shall be as follows:
City Hall, Second Floor
145 Fifth Ave. E.
Hendersonville, NC 28792
 except as same may be changed pursuant to Section 12.

- (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:

Buyer shall prepare and pay for deed.

Buyer Initials _____ Seller Initials _____

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not - "Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at or before Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.

(e) Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the

Buyer Initials _____ Seller Initials _____

Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until Closing has taken place.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 13. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

None

Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

Seller represents that the regular owners' association dues, if any, are \$ N/A per _____.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

SELLER:

Individual

Individual

Date: _____

Stephen W. Wade
Date: _____

Date: _____

Date: _____

Business Entity

Business Entity

City of Hendersonville, NC
(Name of Entity)

N/A
(Name of Entity)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

N/A
(Name of Firm)

Date: _____

By: _____

EXHIBIT B

Conditions drafted by Samuel H. Fritschner, attorney for the Buyer, North Carolina State Bar # 16236, and agreed to by both parties.

These conditions shall supersede any conflicting provisions of this Agreement.

1. The Buyer shall have four weeks from the date hereof to complete a Phase I environmental site assessment (“ESA”). If for any reason results of the Phase I ESA are unsatisfactory to the Buyer, the Buyer shall so notify the Seller within three business days and shall have a further seven weeks from the date of delivery of the Phase I ESA to complete a Phase II ESA. If for any reason the results of the Phase II ESA are unsatisfactory to the Buyer, the Buyer shall so notify the seller within three business days and shall have no further obligations under this agreement.

2. This agreement shall not be binding on the parties until ratified by a majority vote of the Hendersonville City Council at any regular or special meeting. The Buyer shall use its best efforts to have the agreement placed before the Hendersonville City Council for consideration not later than the City Council’s next regularly scheduled meeting, 1 June 2017.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Jennifer Harrell

Department: Admin

Date Submitted: 5-19-2017

Presenter: Jennifer Harrell

Date of Council Meeting to consider this item: 6-01-2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 05k

The City of Hendersonville's Personnel Policy has been revised by Piedmont Triad Regional Council to reflect best practices. Staff is requesting the Council adopt the new policy as written with an effective date of 7/1/2017.

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 to approve the Personnel Policy as written.

Attachments:

Report of Personnel Policy Updates
Personnel Policy



PIEDMONT TRIAD REGIONAL COUNCIL

1398 CARROLLTON CROSSING DRIVE
KERNERSVILLE, NC 27284

(336) 904-0300

MATTHEW L. DOLGE • EXECUTIVE DIRECTOR



Personnel Policies Review

City of Hendersonville

March 21, 2017



Prepared and Presented By

Piedmont Triad Regional Council
1398 Carrollton Crossing Drive
Kernersville, NC 27284



Mr. John Connet, Manager
City of Hendersonville
145 Fifth Avenue East
Hendersonville, North Carolina 28792-4328

March 21, 2017

RE: Personnel Policies Review and Recommendations

Dear Mr. Connet,

On behalf of the Piedmont Triad Regional Council, we thank you for the opportunity to conduct a review and offer recommendations regarding updating the City's personnel Policies. The personnel policies were reviewed with a focus on:

- State and Federal compliance;
- City specific compliance;
- Organizational appropriateness;
- Redundant and contradictory language; and,
- Local Government Best Practice.

Based on the foregoing, the following pages provide a summary of the recommended updates.

Respectively Submitted,

David Hill

Bob Carter

Management Analysts
Piedmont Triad Regional Council

Summary of Recommended Personnel Policy Updates

- Throughout the policies, changed the word “permanent” to “regular”, such as permanent employee, permanent position.
- Throughout the policies, changed Human Resources Officer to Human Resources Director.
- Throughout the policies, added marital status and veteran status to Equal Employment Opportunities statement.
- Throughout the policies changed “annual leave” to “vacation leave”, both terms were used within the policies.

Article I. General Provisions

Section 2. Employment at Will (changed the section language to expand language of “employment at will”)

From: “The City of Hendersonville is an “at will” employer. Nothing in this policy creates an employment contract or term between the City and its employees. No person has the authority to grant any employee any contractual rights of employment.”

To: “The employment relationship between the City and the employee is terminable at the will of either at any time and with or without cause and with or without notice. No employee, officer or representative of the City has any authority to enter into any agreement or representation, verbally or in writing, which alters, amends, or contradicts this provision or the provisions in these policies.”

Section 5. Responsibilities of City Manager

Paragraph (e) deleted the following and added to responsibilities of HR Director:

“establishing and maintaining a roster of all persons and authorized positions in the municipal service, setting forth each position and employee, class title of position, salary, any changes in class title and status, and such data as may be desirable or useful”

Section 9. Definitions (Added and defined the following terms)

Adverse Action, Allocated Position, Comp Time, Continuous Service, Grievance, Probationary Employee, Probationary Period, Reclassification, Regular Position, Temporary Employee

Article II. Position Classification Plan

Section 1. Changed “permanent positions” to “allocated positions”

Section 6. Request for Reclassification. Changed language to include positions must have “substantial and permanent changes in job duties, competencies, responsibilities and/or authorities” before a reclassification can be requested.

Article III. The Pay Plan

Section 1. Expanded definition of “pay plan” to include: “Each position is assigned a classification title and each title is assigned to a salary grade with a specific salary range. Positions are assigned to grades within the pay plan based on the duties and responsibilities assigned. Positions with more complex tasks, more responsibility, or requiring more technical knowledge are assigned to higher salary grades than positions with lower responsibilities or knowledge requirements. Salary grade ranges are set based on two components: competitiveness with the market and internal equity with similar positions and occupational groups.”

Section 1. Recommend eliminating the term “hiring rate” from pay plan and refer to the entry salary for each pay grade as the salary grade “minimum”.

Section 3. Added that starting salaries must be recommended by HR Director

Section 3. Added language regarding approval of starting salaries above the minimum: “Such recommendation and approval may be based on such factors as exceptional qualifications of the applicant, shortage of qualified applicants, equal pay justification or operational need.”

Section 8. Provided definition for “Promotion”: “A promotion is the movement of an employee to a position in a class assigned to a higher salary range.”

Section 8. Provided definition for “Reclassification”: “A reclassification is a change in a position’s salary grade and title due to substantial and permanent increases or decreases in job responsibilities, complexities, duties and authorities.”

Section 9. Provided definition for “Salary Range Revision”: “A salary range revision is a change in the salary range or grade assigned to a specific class of positions. The change may be based upon increased salaries in the relevant labor market, recruitment and retention data or increased complexity in job content.”

Section 10. Deleted the word minimum in paragraph to read “the employee’s salary shall be advanced at least to the probation completion amount in the new range.” 2. Deleted paragraph #3: “All employees being paid at a rate below the maximum rate established for their respective classes shall be paid at a rate within the salary schedule.”

Section 12. Modified language regarding accrual and use of Comp. Time.

Section 13. Changed Comp Time accrual maximum from 240 hours to 40 for regular non-exempt employees and from 480 hours to 48 hours for public safety employees.

Article IV. Recruitment and Employment

Section 1. Equal Employment Opportunity statement expanded to include non-disqualifying disability and veteran status.

Section 3. Added that each vacancy be advertised for a minimum of 7 Calendar Days

Section 3. Deleted the requirement of maintaining an Applicant Interest Card

Section 3. Deleted the requirement of maintaining employment applications in a “Reserve File”

Article V. Conditions of Employment

Section 3. Outside Employment (Added HR Director in the approval process. Also added the following language regarding the prohibition of working the outside job while on Workers Compensation or Family and Medical Leave Act)

“Employees are prohibited from performing outside employment while on Workers’ Compensation Leave, Family and Medical Leave or other leave without pay status from City employment.”

“The City is committed to the highest standards of professional conduct and integrity and believes the familial relationships in the workplace can result in conflicts of interest, or an appearance of conflict of interest, and/or situations that might impair objective judgement or create a hostile work environment. Therefore, the City prohibits the hiring and employment of immediate family in regular positions within the same work unit.”

Section 6. Harassment Prohibited (Added sentence strengthening City’s commitment to timely investigation and resolution)

“Harassment complaints or allegations will be investigated promptly and where, it is determined that such inappropriate conduct occurred, the City will act immediately to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action up to and including dismissal.”

Article VI. Employee Benefits

Section 1. Eligibility (Added opening paragraph stating commitment to comprehensive and competitive compensation program)

“As an integral part of a comprehensive and competitive compensation program, the City offers a variety of benefits. Specific benefit programs will vary from time to time and the type, level, eligibility and cost of such programs are subject to change at any time at the sole discretion of the City. To that end, the City will periodically review each employee benefit and may, with or without notification, modify, delete or add benefits at its own discretion as may be deemed to be appropriate and necessary.”

Section 1. Eligibility (Deleted sentence stating part-time employees could choose additional compensation in lieu of group health, hospitalization and other insurance).

Section 3. Group Life Insurance (Changed sentence to state the City may provide rather than the City provides Group Life Insurance).

Section 6. Supplemental Retirement Benefits (Changed sentence to state the City may provide rather than provides 401(k))

Section 8. Workers Compensation (Changed throughout that accrued Comp Time, Vacation and Sick Leave cannot be used while on Workers Compensation Leave)

Section 11. Law Enforcement Separation Allowance (Updated statutory language regarding this benefit to eligible retired sworn Law Enforcement Officers)

Article VII. Holidays and Leaves of Absence

Section 1. Policy (Deleted sentence stating part-time employees may choose additional compensation in lieu of pro-rated leave benefits)

Section 2. Holidays (Recommend adopting State Holiday Schedule)

Section 10. Vacation Leave – Payment Upon Separation (Recommend separating employees must provide and work 2-week notice or forfeit payout of accrued vacation hours. Also recommend disqualifying an employee from receiving payout of vacation leave if they are involuntarily separated)

Section 17. Funeral Leave (Added statement that accrued Comp Time must be used prior to the use of vacation leave)

Section 18. Family and Medical Leave Act (Replaced this and the associated sections with current language for FMLA)

Section 22 – 24 (Updated language regarding Workers Compensation, Military Leave, USERRA)

Article VIII. Separation and Reinstatement

Section 4. Disability (Added statement that City would assist employees who become disable file for Disability Retirement, under retirement system, if eligible)

Article IX. Unsatisfactory Job Performance and Detrimental Personal Conduct

Section 2. Unsatisfactory Job Performance Defined (Added the following:
Failure to obtain or maintain current license or certificate required as a condition of the job
Repeated or serious incidents of unsafe behavior at work

Failure to wear or use appropriate safety equipment or otherwise to abide by safety rules)

Section 3. Communication and Warning Procedures Preceding Disciplinary Action for Unsatisfactory Job Performance (Changed language from should record and should use the following steps to will record and will use the following steps. In Section 3, also changed language regarding suspension of Exempt employees from “shall be for on full week” to “in accordance with Fair Labor Standards Act requirements”)

Article X. Grievance Procedure and Adverse Action Appeal

Section 1. Policy (Changed first sentence from “It is the policy of the City to provide a just procedure for the presentation, consideration and disposition of employee grievances” to “The City shall provide a just procedure for the presentation, consideration and disposition of employee grievances”)

Section 4. Procedures (Changed procedure from “ A decision to rescind a disciplinary suspension or demotion must be approved by the Department Head or City Manager” to “A decision to rescind a disciplinary suspension or demotion must be recommended by the Department Head and approved by the City Manager”)

Section 6. Grievance and Adverse Action Appeal Procedure for Discrimination (Added last sentence “Nothing in this policy is intended to discourage or prevent an employee, former employee or applicant from filing a formal charge of discrimination or other illegal action with the appropriate state or federal agency having jurisdiction.”)

Article XI. Implementation of Policies

(Added this as a new section addressing Conflicting Policies Repealed, Severability, Effective Date and Amendments)

**CITY OF HENDERSONVILLE
PERSONNEL POLICY**

BE IT RESOLVED by the City Council of the City of Hendersonville that the following policies apply to the appointment, classification, benefits, salary, promotion, demotion, dismissal, and conditions of employment of the employees of the City of Hendersonville.

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ARTICLE I. GENERAL PROVISIONS

Section 1. Purpose of the Policy

It is the purpose of this policy and the rules and regulations set forth to establish a fair and uniform system of personnel administration for all employees of the City under the supervision of the City Manager. This policy is established under authority of Chapter 160A, Article 7, of the General Statutes of North Carolina.

Section 2. At Will Employment

The employment relationship between the City and the employee is terminable at the will of either at any time and with or without cause and with or without notice. No employee, officer or representative of the City has any authority to enter into any agreement or representation, verbally or in writing, which alters, amends, or contradicts this provision or the provisions in these policies.

Section 3. Merit Principle

All appointments and promotions shall be made solely on the basis of merit. No applicant for employment or employee shall be deprived of employment opportunities or otherwise adversely affected as an employee because of such individual's race, color, religion, sex, national origin, political affiliation, non-disqualifying disability, marital status, veteran status or age.

Section 4. Responsibilities of the City Council

The City Council shall be responsible for establishing and approving personnel policies, the position classification and pay plan, and may change the policies and benefits as necessary. They also shall make and confirm appointments when so specified by the general statutes.

Section 5. Responsibilities of the City Manager

The City Manager shall be accountable to the City Council for the administration and technical direction of the personnel program. The City Manager shall appoint, suspend, and remove all City employees except those whose appointment is otherwise provided for by law. The City Manager shall make appointments, dismissals and suspensions in accordance with the City charter and other policies and procedures spelled out in other Articles in this Policy.

The City Manager shall supervise or participate in:

- a) Recommending rules and revisions to the personnel system to the City Council for consideration;
- b) Making changes as necessary to maintain an up to date and accurate position classification plan;

- c) Preparing and recommending necessary revisions to the pay plan;
- d) Determining which employees shall be subject to the overtime provisions of FLSA;
- e) Developing and administering such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the City;
- f) Performing such other duties as may be assigned by the City Council not inconsistent with this Policy; and
- g) Appointing an employee to the role of Human Resources Director.

Section 6. Responsibilities of the Human Resources Director

The responsibilities of the Human Resources Director are to make recommendations to the City Manager on the following:

- a) Recommending rules and revisions to the personnel system to the City Manager for consideration;
- b) Recommending changes as necessary to maintain an up to date and accurate position classification plan;
- c) Recommending necessary revisions to the pay plan;
- d) Recommending which employees shall be subject to the overtime provisions of FLSA;
- e) Maintaining a roster of all persons in the municipal service
- f) Establishing and maintaining a list of authorized positions in the municipal service at the beginning of each budget year which identifies each authorized position, class title of position, salary range, any changes in class title and status, position number and other such data as may be desirable or useful;
- g) Developing and administering such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the City;
- h) Developing and coordinating training and educational programs for City employees;
- i) Periodically investigating the operation and effect of the personnel provisions of this Policy; and
- j) Performing such other duties as may be assigned by the City Manager not inconsistent with this Policy.

Section 7. Application of Policies, Plan, Rules, and Regulations

The personnel policy and all rules and regulations adopted pursuant thereto shall apply to all City employees. The City Manager, City Attorney, members of the City Council and advisory boards and commissions will be exempted except in sections where specifically included. An employee violating any of the provisions of this policy shall be subject to appropriate disciplinary action, as well as prosecution under any civil or criminal laws which have been violated.

Section 8. Departmental Rules and Regulations

Because of the particular personnel and operational requirements of the various departments of the City, each department is authorized to establish supplemental written rules and regulations applicable only to the personnel of that department. All such rules and regulations shall be subject to the approval of the City Manager, and shall not in any way conflict with the provisions of this Policy, but shall be considered as a supplement to this Policy.

Section 9. Definitions

For the purposes of this Policy, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Adverse Action. A demotion, dismissal, reduction in pay, layoff, suspension, or an involuntary transfer.

Allocated Position. An allocated position is authorized as a regular position by the City Council. Regular allocated positions are assigned a specific job title, salary grade, salary range, duties, and minimum qualifications. Appointments to allocated positions are made through a competitive selection process. All City positions are subject to budget review and approval each year by the City Council.

Compensatory Time (Comp Time). Under the Fair Labor Standards Act (FLSA) local governments may, at their discretion, compensate employees in time off rather than pay when employees work more than the standard workweek or work period hours for their classification (40 hours in a 7-day period; 171 hours for police and 212 hours for fire personnel in a 28-day cycle). The Comp Time is earned at the rate of one and one-half hours for each hour, or portion thereof, worked beyond the above stated standard workweek or work period hours. During any absence, employees are required to use any accrued Comp Time hours prior to the use of any vacation, sick or holiday leave.

Continuous Service. Years of regular service with the City of Hendersonville without a termination and rehire of employment. This does not include Family and Medical leaves of absence or eligible Military Leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA). Continuous service in regards to the Health Insurance for Retirees only includes full-time, regular employees.

Full-time employee. An employee who is in a position for which an average work week equals at least 35 hours, and continuous employment of at least 12 months, are required by the City.

Grievance. A claim or complaint based upon an event or condition which affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment expectations.

Part-time employee. An employee who is in a position for which an average work week of at least 20 hours and less than 35 hours and continuous employment of at least 12 months are required by the City.

Probationary Employee. A person appointed to an allocated position who has not yet successfully completed the designated probationary period. A probationary employee may be rejected, dismissed, demoted or suspended without the right to appeal. An employee who successfully completes the probationary period will be considered a regular employee of the City.

Probationary Period. The initial six (6) months (12 months for Sworn Law Enforcement Officers and Fire Fighters) of employment or promotion representing the period of observable work performance to determine the suitability and ability of the employee to satisfactorily perform the duties and responsibilities of the position. The Probationary Period may be extended up to an additional six (6) months but shall not exceed twelve (12) months (18 months for Sworn Law Enforcement Officers and Fire Fighters).

Reclassification. When, due to substantial and permanent changes, the majority of job duties, complexities and/or knowledge and skills required in a position are determined to be at a higher (or lower) classification level than the current level of the position, the position may be eligible for reclassification review. Changes in the nature, variety and complexity of job duties, the supervision received or supervision exercised, or the responsibility for staff and/or resources, may justify a reclassification review. Changes in the volume of work assigned, or an employee's performance, are not considered justification for a reclassification.

Regular employee. An employee appointed to a regular full or part-time position who has successfully completed the designated probationary period.

Regular position. A position authorized for the fiscal year for a full twelve months and budgeted for twenty or more hours per week. All City positions are subject to budget review and approval each year by the City Council and all employees' work and conduct must meet City standards.

Temporary Employee. A person hired by the City to perform additional, extra or special project assignment. May work on a seasonal or short-term basis. Temporary employees are paid on an hourly basis for hours actually worked and cannot work more than 25 hours, on average, in a workweek. They are not eligible for benefits except those mandated by State and Federal government. The temporary employee or the City can, at any time or for any reason, terminate the employment relationship.

Trainee. An employee status when an applicant is hired (or employee promoted) who does not meet all of the requirements for the position. During the duration of a trainee appointment, the employee is on probationary status.

ARTICLE II. POSITION CLASSIFICATION PLAN

Section 1. Purpose.

The position classification plan provides a complete inventory of all authorized and allocated positions in the City service, and an accurate description and specification for each class of employment. The plan standardizes job titles, each of which is indicative of a definite range of duties and responsibilities.

Section 2. Composition of the Position Classification Plan

The classification plan shall consist of:

- a) A grouping of positions in classes which are approximately equal in difficulty and responsibility which call for the same general qualifications, and which can be equitably compensated within the same range of pay under similar working conditions;
- b) Class titles descriptive of the work of the class;
- c) Written specifications for each class of positions; and
- d) An allocation list showing the class title of each position in its assigned pay grade.

Section 3. Use of the Position Classification Plan

The classification plan is to be used:

- a) In determining lines of promotion and in developing employee training programs;
- b) In determining salary to be paid for various types of work;
- c) In determining personnel costs in departmental budgets; and
- d) In providing uniform job terminology.

Section 4. Administration of the Position Classification Plan

The Human Resources Director shall allocate each position covered by the classification plan to its appropriate class, and shall be responsible for the administration of the position classification plan. The Human Resources Director shall periodically review portions of the classification plan and recommend appropriate changes to the City Manager.

Section 5. Authorization of New Positions and the Position Classification Plan

New positions shall be established upon recommendation of the City Manager and approval of the City Council. New positions shall be recommended to the City Council with a recommended class title after which the City Manager shall either allocate the new position into the appropriate existing class, or revise the position classification plan to establish a new class to which the new position may be allocated. The position classification plan, along with any new positions or classifications shall be approved by the City Council and on file with the Human Resources ~~Office~~ Director. Copies will be available to all City employees for review upon request.

Section 6. Request for Reclassification

When changes have occurred in a classification resulting in substantial and permanent changes in job duties, complexities, responsibilities and/or authorities, it is the responsibility of the Department Head to notify the Human Resources Director of such changes. Upon receipt of such notification, the Human Resources Director shall study the classification and make a determination regarding any changes in the essential functions. At the conclusion of the study the Human Resources Director shall recommend to the City Manager any necessary revision to the classification.

ARTICLE III. THE PAY PLAN

Section 1. Definition

The pay plan includes the basic salary schedule and the "Assignment of Classes to Grades" adopted by the City Council. Each position is assigned a classification title and each title is assigned to a salary grade with a specific salary range. Positions are assigned to grades within the pay plan based on the duties and responsibilities assigned. Positions with more complex tasks, more responsibility, or requiring more technical knowledge are assigned to higher salary grades than positions with lower responsibilities or knowledge requirements. Salary grade ranges are set based on two components: competitiveness with the market and internal equity with similar positions and occupational groups. The salary schedule consists of the minimum, midpoint and maximum rates of pay for all classes of positions, and a designation of the standard hours in the work week for each position.

Section 2. Administration and Maintenance

The City Manager, assisted by the Human Resources Director, shall be responsible for the administration and maintenance of the pay plan. All employees covered by the pay plan shall be paid at a rate listed within the salary range established for the respective position classification, except for employees in trainee status or employees whose existing salaries are above the established maximum rate following transition to a new pay plan.

The pay plan is intended to provide equitable compensation for all positions, reflecting differences in the duties and responsibilities, the comparable rates of pay for positions in private and public employment in the area, changes in the cost of living, the financial conditions of the City, and other factors. To this end, each budget year the Human Resources Officer shall make comparative studies of all factors affecting the level of salary ranges including the consumer price index, anticipated changes in surrounding employer plans, and other relevant factors, and will recommend to the City Manager such changes in salary ranges as appear to be pertinent. Such changes shall be made in the salary ranges such that the minimum rate, all intervening rates, and the maximum change according to the market. Periodically, the City Manager shall recommend that individual salary ranges be studied and adjusted as necessary to maintain market competitiveness. Such adjustments will be made by increasing or decreasing the assigned salary grade for the class and adjusting the rate of pay for employees in the class when the action is approved by the City Council.

Section 3. Starting Salaries

All persons employed in positions approved in the position classification plan shall be employed at the minimum rate for the classification in which they are employed; however, exceptionally well qualified applicants may be employed above the minimum rate of the established salary range upon recommendation of the Human Resources Director and approval of the City Manager. Such recommendation and approval may be based on such factors as exceptional qualifications of the applicant, shortage of qualified applicants, equal pay justification or operational need.

Section 4. Trainee Designation and Provisions

Applicants being considered for employment or City employees who do not meet all of the requirements for the position for which they are being considered may be hired, promoted, demoted, or transferred by the City Manager to a "trainee" status. In such cases, a plan for training, including a time schedule, must be prepared by the Department Head.

"Trainee" salaries shall be no more than two grades below the minimum salary rate established for the position for which the person is being trained. A new employee designated as "trainee" shall be regarded as being in a probationary period. However, probationary periods shall be no less than six months and trainee periods may extend from three to eighteen months. A trainee shall remain a probationary employee until the trainee period is satisfactorily completed.

If the training is not successfully completed to the satisfaction of the City Manager, the trainee shall be transferred, demoted, or dismissed. If the training is successfully completed, the employee shall be paid at least at the minimum rate established for the position for which the employee was trained.

Section 5. Probationary Pay Increases

Employees hired or promoted into the minimum rate of the pay range shall receive a salary increase within the pay range of approximately 5% upon successful completion of the probationary period. Employees serving a twelve-month probationary period may be considered for this increase after six months of employment.

Section 6. Merit Pay

Upward movement within the established salary range for an employee is not automatic, but rather based upon specific performance-related criteria. Procedures for determining performance levels and performance pay increases or other performance-related movement within the range shall be established in procedures approved by the City Manager.

Section 7. Merit Pay Bonus

Employees who are at the maximum amount of the salary range for their position classification are eligible to be considered for a Merit Bonus at their regular performance evaluation time. Merit bonuses shall be awarded based upon the performance of the employee as described in the performance evaluation and in the same amounts as employees who are within the salary range. Merit bonuses shall be awarded in lump sum payments and do not become part of base pay.

Section 8. Salary Effect of Promotions, Demotions, Transfers, and Reclassifications

Promotions. A promotion is the movement of an employee to a position in a class assigned to a higher salary range. The purpose of the promotion pay increase is to recognize and compensate the employee for taking on increased responsibility. When an employee is promoted, the employee's salary shall normally be advanced to the minimum rate of the new position, or to a salary which

provides an increase of at least approximately 5% over the employee's salary before the promotion, whichever is greater. In the event of highly skilled and qualified employees, shortage of qualified applicants, or other reasons related to the merit principle of employment, the City Manager may set the salary at an appropriate rate in the range of the position to which the employee is promoted that best reflects the employee's qualifications for the job and relative worth to the City, taking into account the range of the position and relative qualifications of other employees in the same classification. In no event, however, shall the new salary exceed the maximum rate of the new salary range. In setting the promotion salary, the City shall consider internal comparisons with other employees in the same or similar jobs.

Demotions. Demotion is the involuntary movement of an employee from one position to a position in a class assigned to a lower salary range. When an employee is demoted to a position for which qualified, the salary shall be decreased at least 5%. Salaries of demoted employees may be no greater than the maximum of the new range.

Reassignments. A reassignment is defined as the voluntary movement to a position in a lower salary range. When an employee takes a reassignment, the salary shall be set at the rate in the lower pay range which provides a salary commensurate with the employees' qualifications to perform the job and consistent with the placement of other employees within the same classification. Salary may be retained at the same level when this option does not create internal inequities with other employees in the same or similar job.

Transfers. The salary of an employee reassigned to a position in the same class or to a position in a different class within the same salary range shall not be changed by the reassignment.

Reclassifications. A reclassification is a change in a position's salary grade and title due to substantial and permanent increases or decreases in job responsibilities, complexities, duties and authorities. An employee whose position is reclassified to a class having a higher salary range shall receive a pay increase of approximately 5% or an increase to the minimum rate of the new pay range, whichever is higher.

If the position is reclassified to a lower pay range, the employee's salary shall remain the same. If the employee's salary is above the maximum established for the new range, the salary of that employee shall be maintained at the current level until the range is increased above the employee's salary.

Section 9. Salary Effect of Salary Range Revisions

A salary range revision is a change in the salary range or grade assigned to a specific class of positions. The change may be based upon increased salaries in the relevant labor market, recruitment and retention data or increased complexity in job content. When a class of positions is assigned to a higher salary range, employees in that class shall receive a pay increase of at least approximately 5%, or to the minimum rate of the new range, whichever is higher. When a class of positions is assigned to a lower salary range, the salaries of employees in that class will remain unchanged. If this assignment to a lower salary range results in an employee being paid at a rate above the maximum rate established for the new class, the salary of that employee shall be maintained at that level until such time as the employee's salary range is increased above the employee's current salary.

Section 10. Transition to a New Salary Plan

The following principles shall govern the transition to a new salary plan:

- 1) No employee shall receive a salary reduction as a result of the transition to a new salary plan.
- 2) All employees being paid at a rate lower than the minimum rate established for their respective classes shall have their salaries raised at least to the new minimum rate for their classes. If the employee has passed probation, the employee's salary shall be advanced at least to the probation completion amount in the new range.
- 3) All employees being paid at a rate above the maximum rate established for their respective classes shall have their salaries maintained at that salary level with no increases until such time as the employees' salary range is increased above the employees' current salary.

Section 11. Effective Date of Salary Changes

Salary changes approved after the first working day of a pay period shall become effective at the beginning of the next pay period, or at such specific date as may be provided by procedures approved by the City Manager.

Section 12. Overtime Pay Provisions

Employees of the City can be requested and may be required to work in excess of their regularly scheduled hours as necessitated by the needs of the City and determined by the Department Head. Overtime work should normally be approved in advance by the Department Head, City Manager or other designated City official.

To the extent that local government jurisdictions are so required, the City will comply with the Fair Labor Standards Act (FLSA). The Human Resources Director shall determine which jobs are "non-exempt" and are therefore subject to the Act in areas such as hours of work and work periods, rates of overtime compensation, and other provisions.

Non-exempt employees will be paid at a straight time rate for hours up to the FLSA established limit for their position (usually 40 hours in a 7-day period; 171 hours for police and 212 hours for fire personnel in a 28-day cycle). Hours worked beyond the FLSA established limit will be compensated in either time or pay at the appropriate overtime rate. In determining eligibility for overtime in a work period, only hours actually worked shall be considered; in no event, will Comp. Time, vacation leave, sick leave, or holidays be included in the computation of hours worked for FLSA purposes.

Section 13. Compensatory Time (Comp Time)

Compensatory leave balances may not exceed 40 hours except for public safety employees (sworn police and firefighting employees) who may not accrue more than 48 hours. Any overtime worked after such maximum balances must be compensated in pay.

Employees are required to use or be paid for compensatory time before the start of each fiscal year, by June 30th. Employees if they choose, may retain and carry over up to twelve (12) hours of compensatory time each fiscal year. All other compensatory time will be paid out, in accordance with FLSA standards, upon the last pay period for the fiscal year. Department Heads may exercise discretion in the manner in which employees accrue compensatory time or are paid for overtime.

Whenever practicable, departments will schedule time off on an hour-for-hour basis within the applicable work period for non-exempt employees, instead of paying overtime.

Employees in positions determined to be "exempt" from the FLSA (as Executive, Administrative or Professional staff) will not receive pay for hours worked in excess of their normal work periods. These employees may be granted flexible time by their supervisor on an hour for hour basis where the convenience of the department allows. Such flexible time is not guaranteed to be taken and ends without compensation upon separation from the organization.

Section 14. Call-back and Stand-by Pay

The City provides a continuous twenty-four hour a day, seven day a week service to its customers. Therefore, it is necessary for certain employees to respond to any reasonable request for duty at any hour of the day or night. One of the conditions of employment with the City is the acceptance of a share of the responsibility for continuous service, in accordance with the nature of each job position. If an employee fails to respond to reasonable calls for emergency service, either special or routine, the employee shall be subject to disciplinary actions up to and including dismissal by the City Manager.

Call-back. Non-exempt employees will be guaranteed a minimum payment of two hours of wages for being called back to work outside of normal working hours. "Call-back" provisions do not apply to previously scheduled overtime work (scheduled one or more days in advance).

Stand-by. Stand-by time is defined as that time when an employee must carry a pager or other communication device and must respond immediately to calls for service. Non-exempt employees required to be on "stand-by" duty will be paid for two hours of work for each day of stand-by time they serve. Hours actually worked while on stand-by are calculated beginning when the employee reports to the work site and are added to the regular total of hours worked for the week.

Section 15. Payroll Deduction

Deductions shall be made from each employee's salary, as required by law. Additional deductions may be made upon the request of the employee on determination by the City Manager as to capability of payroll equipment, associated increase in workload and appropriateness of the deduction.

Section 16. Hourly Rate of Pay

Employees working in a part-time or temporary capacity with the same duties as full-time employees will work at a rate in the same salary range as the full-time employees.

Section 17. Longevity Pay

Full-time and part-time employees of the City are compensated for years of continuous service by payment of a longevity supplement based on the following table. Employees shall receive longevity pay in the payroll that contains their anniversary date. Longevity pay shall reflect their continuous years of service as of their anniversary date according to the schedule listed in this section.

Longevity pay may be approved each fiscal year depending upon the financial conditions of the City and would not be considered a part of the annual base pay. Appropriate federal state, retirement, etc. deductions will be made.

Years of Service	Percentage of Annual Salary
5 to 9 Years	1.00%
10 to 14 Years	1.50%
15 to 20 Years	2.00%
20 or more Years	2.50%

Section 18. Pay for Interim Assignments in a Higher-Level Classification

An employee who is formally designated by the City Manager to perform the duties of a job that is assigned to a higher salary grade than that of the employee's regular classification shall receive an increase for the duration of the Interim assignment. The employee shall receive a salary adjustment to the minimum level of the job in which the employee is acting or an increase of 5%, whichever is greater. The salary increase shall be temporary and upon completion of the assignment, the employee shall go back to the salary he or she would have had if not assigned in the Interim role, taking into account any increases the employee would have received if they had not been placed in the Interim role.

ARTICLE IV. RECRUITMENT AND EMPLOYMENT

Section 1. Equal Employment Opportunity Policy

The City of Hendersonville fosters, maintains and promotes a consistent recruitment program to promote equal employment opportunity and to identify and attract the most qualified applicants for all vacancies. The City shall select employees on the basis of the applicant's qualifications for the job and award them with respect to compensation and opportunity for training and advancement, including upgrading and promotion, without regard to age, sex, race, color, religion, national origin, non-disqualifying disability, political affiliation, veteran status or marital status.

Section 2. Implementation of Equal Employment Opportunity Policy

All City employees responsible for recruitment and employment will continue to review regularly the implementation of this personnel policy and relevant practices to assure that equal employment opportunity based on reasonable, job-related requirements is being actively observed and administered so that no employee or applicant for employment shall suffer discrimination because of age, sex, race, color, religion, non-disqualifying disability, national origin, political affiliation, veteran status or marital status. Notices with regard to equal employment matters shall be posted in conspicuous places on City premises in places where notices are customarily posted.

Section 3. Recruitment, Selection and Appointment

Recruitment Sources. When position vacancies occur, the Human Resources Department shall publicize these opportunities for employment, including applicable salary information and employment qualifications. Open positions shall be advertised for a minimum of seven calendar days prior to any offer of employment being made. Information on job openings and hiring practices may be provided to a variety of recruitment sources, including professional organizations and news media. In addition, notice of vacancies shall be posted on the City's website and at designated conspicuous sites within departments if practical. Individuals shall be recruited from a geographic area as wide as necessary and for a period of time sufficient to ensure that well-qualified applicants are obtained for City service. The North Carolina Division of Employment Security may be used as a recruitment source. In rare situations because of emergency conditions, high turnover, etc., the City may hire or promote without advertising jobs, upon approval of the City Manager.

Job Advertisements. Jobs will be advertised in local newspapers, professional publications, and other relevant publications in order to establish a diverse and qualified applicant pool. Employment advertisements shall contain assurances of equal employment opportunity and shall comply with Federal and State statutes.

Application for Employment. All persons expressing interest in employment with the City shall be given the opportunity to file an application for employment for positions which are vacant.

Selection. Department Heads, with the assistance of the Human Resources Director shall make such investigations and conduct such examinations as necessary to assess accurately the knowledge, skills, and experience qualifications required for the position, including criminal history where job-related using the DCI when needed. All selection devices administered by the City shall be valid measures of job performance.

Appointment. Before any commitment is made to an applicant either internal or external, the Department Head shall make recommendations to the Human Resources Director including the salary to be paid, and the reasons for selecting the candidate over other candidates. The Human Resources Director and Department Head shall recommend approval of appointments and the starting salary for all applicants to the City Manager. The City Manager shall approve appointments and the starting salary for all applicants.

Section 4. Probationary Period

An employee appointed or promoted to a regular position shall serve a probationary period. Employees shall serve a six-month probationary period, except that employees in sworn police, entry level fire, and Department Head positions shall serve a twelve-month probationary period. Employees hired as “trainees” shall remain on probation until the provisions of their traineeship are satisfied. During the probationary period, supervisors shall monitor an employee's performance and communicate with the employee concerning performance progress. Employees serving twelve-month probationary periods shall have a review at the end of six months as well as before the end of twelve months.

Before the end of the probationary period, the supervisor shall conduct a performance evaluation conference with the employee and discuss accomplishments, strengths, and needed improvements. A summary of this discussion shall be documented in the employee's personnel file. The supervisor shall recommend in writing whether the probationary period should be completed, extended, or the employee transferred, demoted, or dismissed. Probationary periods may be extended for a maximum of six additional months.

Disciplinary action, including demotion and dismissal, may be taken at any time during the probationary period of a new hire without following the steps outlined in this policy.

A promoted employee who does not successfully complete the probationary period may be transferred or demoted to a position in which the employee shows promise of success. If no such position is available, the employee shall be dismissed. Promoted and demoted employees who are on probation retain all other rights and benefits such as the right to use of the grievance procedures.

Section 5. Promotion

Promotion is the movement of an employee from one position to a vacant position in a class assigned to a higher salary range. It is the City's policy to create career opportunities for its employees whenever possible. Therefore, when a current employee applying for a vacant position is best suited of all applicants, that applicant shall be appointed to that position. The City will balance three goals in the employment process: 1) the benefits to employees and the organization of promotion from within; 2) providing equal employment opportunity and a diversified workforce to the community; and 3) obtaining the best possible employee who will provide the most productivity in that position. Therefore, except in rare situations where previous City experience is essential (such as promotions to Police Sergeant), or

exceptional qualifications of an internal candidate so indicate, the City will consider external and internal candidates rather than automatically promote from within. Candidates for promotion shall be chosen on the basis of their qualifications and their work records. Internal candidates shall apply for promotions using the same application process as external candidates.

Section 6. Demotion and Reassignment

Demotion is the movement of an employee from one position to a position in a class assigned to a lower salary range. Demotion may be voluntary or involuntary. A voluntary demotion may be called a "reassignment." An employee whose work or conduct in the current position is unsatisfactory may be demoted provided that the employee shows promise of becoming a satisfactory employee in the lower position. Such disciplinary demotion shall follow the disciplinary procedures outlined in this Policy.

An employee who wishes to accept a position with less complex duties and reduced responsibilities may request a reassignment. A reassignment is not a disciplinary action and is made without using the above-referenced disciplinary procedures.

Section 7. Transfer

Transfer is the movement of an employee from one position to a position in a class in the same salary range. If a vacancy occurs and an employee in another department is eligible for a transfer, the employee shall apply for the transfer using the usual application process. The Department Head wishing to transfer an employee to a different department or classification shall make a recommendation through the Human Resources Director to the City Manager with the consent of the receiving Department Head. Any employee transferred without requesting the action may appeal the action in accordance with the grievance procedure outlined in this Policy. An employee who has successfully completed a probationary period may be transferred into the same classification without serving another probationary period.

ARTICLE V. CONDITIONS OF EMPLOYMENT

Section 1. Work Schedule

Department Heads shall establish work schedules, with the approval of the City Manager which meet the operational needs of the department in the most cost effective manner possible.

Section 2. Political Activity

Each employee has a civic responsibility to support good government by every available means and in every appropriate manner. Each employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, may advocate and support the principles or policies of civic or political organizations in accordance with the Constitution and laws of the State of North Carolina and in accordance with the Constitution and laws of the United States. However, no employee shall:

- a) Engage in any political or partisan activity while on duty;
- b) Use official authority of influence for the purpose of interfering with or affecting the result of a nomination or an election for office;
- c) Be required as a duty of employment or as condition for employment, promotion or tenure of office to contribute funds for political or partisan purposes;
- d) Coerce or compel contributions from another employee of the City for political or partisan purposes;
- e) Use any supplies or equipment of the City for political or partisan purposes; or
- f) Be a candidate for nomination or election to office under the City Charter;

Any violation of this section shall subject the employee to disciplinary action including dismissal.

Section 3. Outside Employment

The work of the City shall have precedence over other occupational interests of employees. All outside employment for salaries, wages, or commissions and all self-employment must be reported in advance to the employee's supervisor, who in turn will report it to the Department Head. The Department Head will review such employment for possible conflict of interest and then submit a record of the employment and review to the Human Resource Director for placement in the employee's personnel file. Conflicting or unreported outside employment are grounds for disciplinary action up to and including dismissal. Documentation of the disapproval or approval of outside employment will be placed in the employee's personnel file.

Examples of conflicts of interest in outside employment include but are not limited to:

- a) Employment with organizations or in capacities that are regulated by the employee or employee's department; or
- b) Employment with organizations or in capacities that negatively impact the employee's perceived integrity, neutrality, or reputation related to performance of the employee's City duties.

Employees are prohibited from performing outside employment while on Workers' Compensation Leave, Family and Medical Leave, or any Leave Without Pay status from City employment.

Section 4. Dual Employment

A full or part-time employee of the City may simultaneously hold another temporary position with the City if the temporary position is in a different department and clearly different program area from that of the full or part-time position. The work of the temporary position must also be performed on an occasional or sporadic basis as identified in Fair Labor Standards Act regulations. However, the work of the full or part-time position shall take precedence over the temporary position, and such temporary work will not count toward the calculation of overtime for pay or time off.

Section 5. Employment of Relatives

The City is committed to the highest standards of professional conduct and integrity and believes the familial relationships in the workplace can result in conflicts of interest, or an appearance of conflict of interest, and/or situations that might impair objective judgement or create a hostile work environment. Therefore, the City prohibits the hiring and employment of immediate family in regular positions within the same work unit. "Immediate Family" is defined in Article VII, Section 12. The City also prohibits the employment of any person into a regular position who is an immediate family member of individuals holding the following positions: Mayor, Mayor Pro Temp, City Council Member, City Manager, Finance Director, Human Resources Director, City Clerk, or City Attorney. Otherwise, the City will consider employing family members or related persons in the service of the City, provided that such employment does not:

- 1) Result in a relative supervising relatives;
- 2) Result in a relative auditing the work of a relative;
- 3) Create a conflict of interest with either relative and the City; or
- 4) Create the potential or perception of favoritism.
- 5) Romantic relationships between any employee and a direct or indirect supervisor or subordinate of that employee are prohibited

This provision shall not apply retroactively to anyone employed when the provision is adopted by the City.

Section 6. Harassment Prohibited

The City prohibits and will not tolerate sexual harassment or harassment on the basis of sex, race, color, religion, national origin, age, non-disqualifying disability, political affiliation, marital status or veteran status. Harassment complaints or allegations will be investigated promptly and where, it is determined that such inappropriate conduct occurred, the City will act immediately to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action up to and including dismissal.

Harassment is defined as conduct that culminates in tangible employment action or is sufficiently severe or pervasive to create a hostile work environment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment includes repeated offensive sexual remarks, continual or repeated comments about an individual's body and offensive sexual language.

Any employee who believes that he or she may have a complaint of harassment may follow the Grievance Procedure described in this Policy or may file the complaint directly with the Human Resources Director or Department Head who will immediately notify the City Manager. The employee may file the complaint directly with the City Manager if it involves a Department Head. The Human Resources Director will insure that an investigation is conducted into any allegation of harassment and advise the employee and appropriate management officials of the outcome of the investigation.

Employees who are found to be engaged in harassment are subject to disciplinary action up to and including dismissal. Employees making complaints of harassment are protected against retaliation from alleged harassers or other employees.

Section 7. Solicitation and Acceptance of Gifts and Favors

No official or employee of the City shall solicit or accept any gift, favor, or thing of value (more than \$50) that may tend to influence such employee in the discharge of the employee's duties, or grant in the discharge of duty an improper favor, service, or thing of value.

Section 8. Performance Evaluation

Supervisors and/or Department Heads shall conduct Performance Evaluation conferences with each regular employee at least once a year. These performance evaluations shall be documented in writing and placed in the employee's personnel file. Procedures for the performance evaluation program shall be published by the City Manager.

Section 9. Safety

Safety is the responsibility of both the City and employees. It is the policy of the City to establish a safe work environment for employees. The City shall establish a safety program including policies and procedures regarding safety practices and precautions and training in safety methods. Department Heads and supervisors are responsible for insuring the safe work procedures of all employees and providing necessary safety training programs. Employees shall follow the safety policies and procedures and attend safety training programs as a condition of employment. Employees who violate such policies and procedures shall be subject to disciplinary action up to and including dismissal.

Section 10. Substance Abuse Policy

The City may establish policies and procedures related to employee substance abuse in order to insure the safety and well-being of citizens and employees, and to comply with any state, federal, or other laws and regulations. The City provides a drug free workplace for all employees.

Section 11. Disruption of the Work Place

The City has a responsibility to maintain a productive and professional work environment conducive to conducting the City's business. To that end, employees are expected to keep any work place disruptions and distractions to a minimum. This includes personal visits and phone calls, texting, receiving personal mail or packages, charitable solicitations, or other activities that distract an employee or coworkers from the work of the City. Supervisors will provide feedback to employees on any actions that are becoming distracting.

Section 12. Attendance

The City depends on employees to provide needed services every day. Regular attendance is mandatory and is part of the work standards for all jobs. Poor attendance can negatively affect performance evaluations or may lead to disciplinary action. Excessive absenteeism or a chronic attendance problem can lead to disciplinary action up to and including termination.

ARTICLE VI. EMPLOYEE BENEFITS

Section 1. Eligibility

As an integral part of a comprehensive, competitive compensation program, the City offers a variety of benefits. Specific benefit programs will vary from time to time and the type, level, eligibility and cost of such programs are subject to change at any time at the sole discretion of the City. To that end, the City will periodically review each employee benefit and may, with or without notification, modify, delete or add benefits at its own discretion as may be deemed to be appropriate and necessary.

All full-time and part-time employees of the City are eligible for employee benefits, subject to any waiting period, as provided for in this Article which are subject to change at the City's discretion. Temporary employees are eligible only for workers' compensation and FICA.

Section 2. Group Health and Hospitalization Insurance

The City provides group health and hospitalization insurance programs for full-time employees and their families, and part-time employees.

Employees who are scheduled to work 30 hours or more per week on a continuous year-round basis may, if they so desire, purchase available group health through the City for themselves or for themselves and qualified dependents. A prorated amount of the cost of coverage paid for a full-time employee shall be paid by the City with the remainder of the cost being paid by the employee. This prorated amount shall be based on regularly scheduled hours.

Information concerning cost and benefits shall be available to all employees from the Human Resources Office.

Section 3. Group Life Insurance

The City may provide group life insurance for each employee subject to the stipulations of the insurance contract. Life insurance may be provided by the City in an amount approved by the City, subject to appropriation.

Section 4. Other Optional Group Insurance Plans

The City may make other group insurance plans available to employees upon authorization of the City Manager or City Council.

Section 5. Retirement

Each employee who is expected to work for the City more than 1,000 hours annually shall join the North Carolina Local Governmental Employees' Retirement System on the first day of employment as a condition of employment. New hires who are current members of the NC Local or State Government Employees Retirement Systems shall be covered under the retirement system by the City on their first day of employment.

Section 6. Supplemental Retirement Benefits

The City may provide 401(k) and 457 benefits for its regular full and part-time employees as a percentage of salary as designated by the City Council beginning on the first day of employment, subject to appropriation by the City Council.

Each sworn law enforcement officer shall receive 401(k) benefits as prescribed by North Carolina State Law and beginning on the first day of employment.

Section 7. Social Security

The City, to the extent of its lawful authority and power, has extended Social Security benefits for its eligible employees and eligible groups and classes of such employees.

Section 8. Workers' Compensation

All employees of the City (full-time, part-time, and temporary) are covered by the North Carolina Workers' Compensation Act and are required to report all injuries arising out of and in the course of employment to their immediate supervisors at the time of the injury in order that appropriate action may be taken at once.

Responsibility for claiming compensation under the Workers' Compensation Act is on the injured employee, and such claims must be filed by the employee with the North Carolina Industrial Commission within two years from date of injury. The Department Head and the Human Resources Director will assist the employee in filing the claim.

This provision also applies to reactions to small pox vaccinations administered to City employees under Section 304 of the Homeland Security Act. Such reactions shall be treated the same as any other workers' compensation claim as regards leave and salary continuation.

Before returning to work, a statement from the attending physician must be submitted to the Human Resources Director giving permission for the employee to resume regular duties.

Upon return to work, the employee's salary will be computed on the basis of the last salary plus any salary increase to which the employee would have been entitled based upon performance and other compensation policies.

During the disability covered by Workers Compensation benefits, an employee continues to earn vacation leave, sick leave, and will retain all accumulated sick or vacation leave.

Employees may use sick leave, vacation and/or Comp Time during the waiting period before Workers' compensation benefits begin.

Section 9. Unemployment Compensation

In accordance with Public Law 94-566 and subsequent amendments, local governments are covered by unemployment insurance. City employees who are terminated due to a reduction in force or released from City service may apply for benefits through the local North Carolina Division of Employment Security office, where a determination of eligibility will be made.

Section 10. Tuition Assistance Program

Full-time employees who have completed initial probation may apply for tuition reimbursement for courses taken on their own time, which will improve their skills for their current job or prepare them for promotional opportunities within the City service. Tuition, registration, fees, laboratory fees, and student fees are eligible expenses. Employees may be reimbursed for 50% of eligible expenses. Satisfactory completion of the courses will be required for reimbursement. Requests for tuition assistance shall be submitted to the Department Head prior to course registration and are subject to the review by the Human Resources Director and approval of City Manager, subject to availability of funds.

Section 11. Law Enforcement Separation Allowance

Every sworn law enforcement officer, as defined by N.C. Gen. Statute 128-21(11b) or N.C. Gen. Statute 143-166.50, of the City shall be eligible for a separation allowance, as provided by N.C. Gen. Statute 143-166.42, in the amount specified in N.C. Gen. Statute 143-166.41(a).

Eligibility and continuation of these benefits are subject to the following conditions:

- a. The officer shall have completed 30 or more year of creditable service, or have attained 55 years of age and completed five or more years of creditable service; and
- b. Not have attained 62 years of age;
- c. Have completed at least five years of continuous service as a law enforcement officer as herein defined with the City immediately preceding a service retirement, as defined by N.C. Gen. Statutes 143-166.41(a)(3) and 143-166.41(b).

Termination of these benefits happens:

- a. At death;
- b. On the last day of the month in which the officer attains 62 years of age; or
- c. Upon the first day of re-employment in any position in any local government in North Carolina.

Notwithstanding the provisions of subdivision (c) of this section, any North Carolina local government employer may employ retired officers in a public safety position in a capacity not requiring participation in the Local Governmental Employees' Retirement System, and doing so

shall not cause payment to cease to those officers under the provisions of this section. If any such retired law enforcement officer works 1000, or more, hours per year for a North Carolina Local Governmental Retirement System employer they shall be mandated to become members of that retirement system and; therefore, ineligible to continue receiving the Separation Allowance. Employment by any other North Carolina Retirement System employer shall not cause the retired officer to be ineligible. Any officer who is entitled to receive the special separation allowance from the City shall, within ten (10) days of any change in his/her employment status, report the same to the Human Resources Director.

ARTICLE VII. HOLIDAYS AND LEAVES OF ABSENCE

Section 1. Policy

The policy of the City is to provide vacation leave, sick leave, and holiday leave to all full-time and part-time employees, and to provide proportionately equivalent amounts to employees having average work weeks of different lengths. Employees shall accrue leave proportionately with each payroll.

Section 2. Holidays

The City has adopted the State Holiday Schedule and, as such, the Human Resources Director shall publish that schedule prior to the beginning of each calendar year.

In order to receive a paid holiday, an employee must have worked the day before and the day after the holiday(s), or have been given approved leave.

Section 3. Holidays: Effect on Other Types of Leave

Regular holidays which occur during a vacation, sick or other leave period of any employee shall not be considered as vacation, sick, or other leave.

Section 4. Holidays: Compensation When Work is Required or Regularly Scheduled Off for Shift Personnel

Shift employees required to perform work on regularly scheduled holidays may be granted compensatory time off or paid for hours actually worked in addition to any holiday pay to which they are entitled. This compensatory time shall be granted whenever feasible. If a holiday falls on a regularly scheduled off-duty day for shift personnel, the employee shall receive the hours for paid holiday leave. Departments with employees working a shift schedule may elect to compensate those employees for working on the "true" holiday rather than the designated holiday.

Section 5. Vacation Leave

Vacation leave is intended to be used for rest and relaxation, school appointments, and other personal needs.

Vacation leave may also be used by employees who wish to observe religious holidays other than those granted by the City. Employees who wish to use leave for religious observances must request leave from their respective Department Heads. The Department Head will attempt to arrange the work schedule so that an employee may be granted vacation leave for the religious observance. Vacation leave for religious observance may be denied only when granting the leave would create an undue hardship for the City.

Vacation Leave may be donated to other employees according to procedures published by the City Manager.

Section 6. Vacation Leave: Use by Probationary Employees

Employees serving a probationary period following initial employment may accumulate vacation leave but shall not be permitted to take vacation leave during the first six months of employment unless approved in a pre-employment agreement.

Section 7. Vacation Leave: Accrual Rate

Each full and part-time employee of the City shall earn vacation at the following schedule, prorated by the average number of hours in the workweek (Section 16):

Years of Service	Accrual Rate (Days per Year)
0 – 2	10
3	11
4	12
5	13
6	14
7	15
8	15
9	16
10	16
11	17
12	17
13	18
14	18
15	19
16	19
17+	20

Section 8. Vacation Leave: Maximum Accumulation

Vacation leave may be accumulated without any applicable maximum until December 31 of each year. However, if the employee departs from service, payment for accumulated vacation leave shall not exceed 40 days prorated as shown in Section 16. Effective December 31st, any employee with more than 40 days of accumulated leave shall have the excess accumulation removed so that only 40 days are carried forward to January 1 of the next calendar year. Those hours, in excess of 40 days, shall be converted to the employee’s sick leave account. Employees are not eligible to receive pay for vacation time not taken.

Employees are cautioned not to retain excess accumulated vacation leave until late in the year. Because of the necessity to keep all functions in operation, large numbers of employees cannot be granted vacation leave at any one time. If an employee has excess leave accumulation during the latter part of the year and is unable to take such leave because of staffing demands, the employee shall receive no special consideration either in having vacation leave scheduled or in receiving any exception to the maximum accumulation.

Section 9. Vacation Leave: Manner of Taking

Employees shall be granted the use of earned vacation leave upon request in advance at those times designated by the Department Head which will least obstruct normal operations of the City. Department Heads are responsible for insuring that approved vacation leave does not hinder the effectiveness of service delivery. Vacation may be taken in one half (1/2 hour) increments. Any accrued comp. time shall be used prior to the use of accrued vacation hours.

Section 10. Vacation Leave: Payment upon Separation

An employee who has successfully completed six months of the probationary period will normally be paid for accumulated vacation leave upon separation not to exceed 30 days prorated as shown in Section 16, provided notice is given to the supervisor at least two weeks in advance of the effective date of resignation.

Any employee failing to give and work the two-week notice required by this section shall forfeit payment for accumulated leave. The notice requirement may be waived by the City Manager when deemed to be in the best interest of the City. Employees who are involuntarily separated shall be ineligible to receive and shall forfeit payment of any accrued vacation leave hours.

Section 11. Vacation Leave: Payment upon Death

The estate of an employee who dies while employed by the City shall be entitled to payment of all the accumulated vacation leave credited to the employee's account not to exceed the maximums established in Section 8 of this Article.

Section 12. Sick Leave

Sick leave may be granted to a probationary or regular employee absent from work for any of the following reasons: sickness, bodily injury, required physical or dental examinations or treatment, or exposure to a contagious disease, when continuing work might jeopardize the health of others. Sick leave may be taken in half-hour (30 minutes) increments. Any accrued comp. time shall be used prior to the use of sick leave hours.

"Immediate family" shall be defined as spouse, child, parent, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, parent-in-law, brother or sister-in-law, aunt, uncle, of the employee or spouse or guardian of the employee. This also includes various combinations of "step", "half", and adopted relationships. Sick leave may be used when an employee must care for a member of his or her immediate family who is ill.

Sick leave may also be used to supplement Workers' Compensation Disability Leave during the waiting period before Workers' compensation benefits begin.

Notification of the desire to take sick leave should be submitted to the employee's supervisor prior to the leave or according to departmental procedures.

Section 13. Sick Leave: Accrual Rate and Accumulation

Sick leave shall accrue at a rate of one day per month of service or twelve days per year. Sick leave for full-time and part-time employees working other than the basic work schedule shall be prorated as described in Section 16 of this Article. Sick leave will be cumulative for an indefinite period of time and may be converted upon retirement for service credit consistent with the provisions of the North Carolina Local Governmental Employees' Retirement System.

All sick leave accumulated by an employee shall end and terminate without compensation when the employee resigns or is separated from the City, except as stated for employees retiring or terminated due to reduction in force.

In addition, employees hired before October 4, 2001, may receive a payment equal to 25% of the sick leave balance the employee had accrued as of September 28, 2001.

Section 14. Transfer of Sick Leave from Previous Employer

The City will accept sick leave balances when documented by a previous employer when the employee worked for a previous employer covered by the State or Local Government Retirement System and the employee did not withdraw accumulated contributions from that employer when leaving employment. The sick leave will be treated as though it were earned with the City of Hendersonville. The sick leave amount must be certified by the previous employer and it is the employee's responsibility to provide documentation from his or her previous employer within three (3) months of employment. Transferred sick leave will be credited to the employee upon completion of the probationary period.

Section 15. Sick Leave: Medical Certification

The employee's supervisor or Department Head may require a physician's certificate stating the nature of the employee's or employee's family member's illness and the employee's capacity to resume duties, for each occasion on which an employee uses sick leave or whenever the supervisor observes a "pattern of absenteeism." The employee may be required to submit to such medical examination or inquiry as the Department Head deems desirable. The Department Head shall be responsible for the application of this provision to the end that:

- 1) Employees shall not be on duty when they might endanger their health or the health of other employees; and
- 2) There will be no abuse of leave privileges.

Claiming sick leave under false pretense to obtain a day off with pay shall subject the employee to disciplinary action up to and including dismissal.

Section 16. Leave Pro-rated

Holiday, annual, and sick leave earned by full-time and part-time employees with fewer or more hours than the basic work week (40 Hours) shall be determined by the following formula:

- 1) The number of hours worked by such employees shall be divided by the number of hours in the basic work week (40 Hours)

- 2) The proportion obtained in step 1 shall be multiplied by the number of hours of leave earned annually by employees working the basic work week.
- 3) The number of hours in step 2 divided by 12 shall be the number of hours of leave earned monthly by the employees concerned, or divided by 26 shall be the number of hours of leave earned biweekly.

Section 17. Funeral Leave

Eligible employees scheduled to work eight (8) or twelve (12) hour shifts who have a death in the Immediate Family (as defined in Section 12 of this Article) are eligible to receive up to twenty-four (24) working hours of paid funeral leave. Eligible employees scheduled to work twenty-four (24) hour shifts are eligible to receive up to twenty-four (24) working hours paid funeral leave. Permanent part-time employees are eligible for leave, prorated by the average number of hours in the work week (Section 16). Any additional time or for deaths that are not covered by the Immediate Family designation, vacation leave or accrued compensatory time may be taken (accrued comp.time will be utilized prior to the use of vacation leave hours). Funeral leave pay cannot duplicate any other compensation of the same time period. The City may request documentation for this leave whenever there is a pattern of absenteeism demonstrated by the employee or for other reasons as needed.

Section 18. Leave Without Pay

A full or part-time employee may be granted a leave of absence without pay for a period of up to twelve months by the City Manager. The leave may be used for reasons of personal disability, sickness or disability of immediate family members, parental leave, continuation of education, special work that will permit the City to benefit by the experience gained or the work performed, or for other reasons deemed justified by the City Manager.

The employee shall apply in writing to the supervisor for leave. The employee is obligated to return to duty within or at the end of the time determined appropriate by the City Manager. Upon returning to duty after being on leave without pay, the employee shall be entitled to return to the same position held at the time leave was granted or to one of like classification, seniority, and pay. If the employee decides not to return to work, the supervisor shall be notified immediately. Failure to report at the expiration of a leave of absence, unless an extension has been requested, shall be considered a resignation.

Section 19. Family and Medical Leave

The City provides up to 12 weeks of job-protected leave in accordance with the Family and Medical Leave Act of 1993 (FMLA). Under the FMLA, eligible employees may be granted up to a total of 12 weeks of unpaid leave per 12-month period, as determined below, for any of the following reasons:

- 1) For a pregnancy, prenatal medical care or child birth;
- 2) To care for the employee's child after birth, or placement for adoption or foster care;
- 3) To care for employee's spouse, son or daughter (under age 18 or incapable of self-care due to disability) parent (in-laws not included), with a serious health condition, as defined by FMLA;
- 4) For a serious health condition, as defined by FMLA, that renders employee unable to perform the job.

- 5) For qualifying exigency arising out of the fact that the spouse, child, or parent of the employee is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation.

Service member Family Leave

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty and is receiving medical treatment, recuperating or undergoing therapy for a serious injury or illness. In contrast to all other FMLA leaves, service member family leave may be taken only once and does not again become available with the start of a new FMLA year. An employee may not take more than a combined total of 26 workweeks of leave in any year in which he or she uses service member family leave. The same eligibility, leave usage, and medical certification requirements apply to service member family leave as apply to all other FMLA leaves.

Eligible employees

To qualify for FMLA coverage, the employee must have worked for the City of Hendersonville 12 months or 52 weeks; these do not have to be consecutive. However, the employee must have worked 1,250 hours during the twelve-month period immediately before the date when the FMLA time begins. Under the Uniformed Services Employment and Reemployment Rights Act (USERRA) an employee ordered to active military duty is eligible for FMLA if the employee would have otherwise been qualified had it not been for the active military duty.

Leave

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. The request for the use of leave must be made in writing by the employee and approved by the City Manager. The FMLA permits, and the City of Hendersonville requires, that while utilizing FMLA leave employees exhaust all accrued paid sick leave first, then vacation leave, and lastly earned compensatory time before being granted unpaid leave. Additional time away from the job beyond the 12-week period may be approved in accordance with the City's Leave Without Pay policy. Any use of sick leave beyond two weeks is required to be submitted as Family and Medical Leave. Family Medical Leave runs concurrently with other types of leave including sick leave/disability, voluntary shared leave, and worker's compensation. An employee ceases to earn leave credits on the date leave without pay begins. An employee is prohibited from moonlighting or performing other outside work during any kind of leave including FMLA leave.

12-Month Period

For the purposes of determining available leave, the 12-month period during which employees may be eligible for leave will be calculated on a rolling leave year looking forward 12 months from the date an employee begins FMLA leave.

Medical Certification

The City may require medical certification to assess FMLA eligibility, as well as updates at reasonable intervals for continued certification. Employees are responsible for paying for the certification or re-certification. The City, at its own cost, may also require the employee to get a second or third opinion from a physician designated by the City. Failure to provide adequate information within 15 calendar days, may result in denial of leave. The employee is expected to return to work at the end of the time frame stated in the medical certification, unless he/she has requested additional time in writing under the City's Leave Without Pay policy. The City requires a physician's statement certifying an employee's ability to return to work prior to returning from medical leave. An employee who does not return to work within three working days after their FMLA expires will be considered to have resigned their position.

Spouse's Combined Leave

If both spouses work for the City and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (not parent-in-law) with a serious health condition, the spouses together may only take a total of 12 weeks leave during the 12-month period under FMLA. The request for the use of leave must be made in writing by the employee and approved by the Department Head or City Manager.

Benefits Continuation

The City will continue to provide health care benefits; however, the employee will be responsible for paying his/her portion of the premium for dependent coverage if applicable. Other insurance and payroll deductions (i.e. dental, flex, etc.) are the responsibility of the employee and the employee must make those payments. Failure to pay premiums may result in loss of coverage. Under federal regulations, the City has the right to recover the insurance premiums if the employee fails to return to work for reasons other than the inability of the employee to work.

Reinstatement

Under most circumstances, employees who return to work immediately after the expiration of this leave and who do not exceed the amount of leave permitted under the FMLA, will be reinstated to either the same or equivalent job. If the twelve or twenty-six weeks of this leave are exhausted and the employee has not returned to work, the City will determine if the employee will be reinstated.

Section 20. Workers' Compensation Leave

Under the North Carolina Workers' Compensation Act, employees may be compensated for absence from work due to injury or illness covered by the Act, subject to the following leave provisions:

- 1) There is a mandatory 7 calendar day waiting period before Workers' Compensation salary benefits begin. For this waiting period, employees may use accrued compensatory time, sick or vacation leave.
- 2) Beginning on the 8th calendar day following the injury or illness, employees who have not returned to work shall be placed in a Workers' Compensation Leave Without Pay status until their return to work. Accrued leave cannot be used while in Leave Without Pay status.
- 3) Employees in leave without pay status will retain all accumulated compensatory time, sick and vacation leave while receiving Workers' Compensation benefits. An employee on Workers' Compensation leave may be permitted to continue to be eligible for benefits under the City's group insurance plans.
- 4) Upon reinstatement, an employee's salary will be computed on the basis of the last salary plus any salary increase to which the employee would have been entitled during the absence covered by Workers' Compensation benefits.
- 5) After returning to work, employees shall be required to use sick or vacation leave for any additional absences for doctor visits, physical therapy, and other required medical care except where any full or partial workday absence may be eligible for Workers' Compensation payment.
- 6) Any period of leave for a Workers' Compensation disability that qualifies as a "serious health condition" under the Family and Medical Leave Act (FMLA), will run concurrently with FMLA leave.

- 7) The City of Hendersonville's personnel policies shall continue to apply to an employee on Workers' Compensation leave in the same manner as they would apply to an employee who continues to work, or is absent while on some other form of leave.
- 8) An employee is prohibited from moonlighting or performing other outside work during any kind of leave including workers' compensation leave.
- 9) After a one-year (52-week) leave of absence on Workers' Compensation leave, employment with the City will be terminated to allow the City to fill the position. The employee will be eligible for rehire and given priority for qualified job openings upon a physician's statement certifying the employee's ability to return to work. The City reserves the right to separate the employee prior to 52-weeks.
- 10) During a period of leave under the Workers' Compensation Act, the employee remains responsible for paying for any voluntary benefits, or dependent benefits, at the same cost and at the same time as if the employee were still working. Failure to make timely payments will result in the cancelation of the voluntary benefit or dependent benefits coverage.

Section 21. Return to Work

Before an employee may return to work from an injury at full or light duty, the employee must provide a physician's note to Human Resources Director indicating that he/she is released and capable of resuming duties, and what, if any restrictions are in place.

If the employee retains some temporary disability after Workers' Compensation leave, which prevents successful performance in his/her original position, efforts will be made to place the employee in a Modified Duty assignment. A Modified Duty assignment is a temporary position to which an employee is assigned when he/she is unable to return to his/her regular position following an on-the-job injury or illness. The modified duty assignment temporarily addresses the restrictions placed on the employee by the treating physician. For work to be considered suitable modified employment, the following conditions must be met:

- 1) The employee must meet the required qualifications for the modified duty assignment,
- 2) The work must be a meaningful and productive part of the department's operations,
- 3) The work must conform to the medical restrictions set by the medical care provider, and
- 4) The modified duty assignment and/or modified work schedule cannot exceed ninety calendar days.

If the employee's regular department is unable to meet the employee's need for modified duty, the employee's department is responsible for payment of the employee's salary and benefits while performing a Modified Duty position in a different department that has been able to meet the employee's needs. The employee placed in a Modified Duty position will be paid a salary that is equivalent to the salary of other employees holding the same position. The City cannot guarantee placement and is under no obligation to offer or create any specific position for purposes of offering placement.

An employee may choose to accept or refuse the Return to Work (modified duty) job offer. However, an employee who refuses a Modified Duty job offer is subject to termination. Rejection of

the job offer might also result in cancellation of income benefits under Workers' Compensation Insurance.

If an employee is unable to return to work at full duty after 90 calendar days, he/she may request a continuation of Modified Duty not to exceed a total of 180 calendar days in a modified capacity. Approval beyond 90 calendar days will be based upon the assessment of the employee's ability to return to full duty within the immediate future. An employee requesting an extension beyond 90 calendar days must submit updated information from the treating physician. The City reserves the right to consider a separation of employment for any employee who is out on Workers' Compensation leave for an extended period of time thus causing hardship for the department.

Section 22. Military Leave

In accordance with federal and state laws, the City provides military leave to employees who are members of a United States Armed Forces Reserve organization or National Guard for absences to perform military duty, whether voluntary or involuntary. Absences to perform any military duty (including active duty, active duty training, inactive duty training such as scheduled drills and summer camp, full-time National Guard federal duty, fitness-for-duty examination, and funeral honors duty) are covered by this policy, unless the employee reaches the five-year maximum of military leave as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA). This policy provides military leave to regular City employees unless their employment is for a brief, non-recurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period.

Employees should submit a request for military leave to the supervisor or Department Head as soon in advance of the military duty as possible. The request should be in writing and should be accompanied by a copy of the military orders. Employees must report back to work as soon after military duty as possible, consistent with federal and state laws. If the reason for the employee's delay is not related to military duties, the employee is subject to the personnel policies and practices normally applied to employees with unexcused absences.

Employees may choose whether to use earned compensatory time, accrued vacation leave (leave with pay), leave without pay, or some combination thereof for these absences, and the provisions of that leave shall apply. Upon exhausting all other paid leave, employees may request to use sick leave, if approved by the City Manager.

Regular employees choosing to use military leave may claim up to ten (10) days of differential pay per calendar year provided the days are recorded as military leave and the military basic pay is less than the employee's regular City pay. To claim differential pay, the employee must submit a copy of his/her military orders, pay vouchers, Leave and Earnings Statement and/or other appropriate documentation evidencing performance and compensation pertinent to the military duty.

During the period of military leave, regular employees may continue health and dental insurance coverage up to eighteen months under COBRA coverage, provided they continue to pay their share of the premiums. As with any other unpaid leave, employees do not accrue vacation leave or sick leave during the period of leave without pay. However, the balance of such accruals on the date of commencement of the military leave will remain intact for the employee's return to work.

Section 23. Reinstatement Following Military Service

Employees who are separated or discharged from military service under honorable conditions and who apply for reinstatement within the established time limits are reinstated to the same position or one of like status, seniority, and pay with the City. If, during military service, an employee is disabled to the extent that the duties of the original position cannot be performed, the employee is reinstated to a position with duties compatible with the disability, if available. The employee's salary upon reinstatement is based on the salary rate just prior to leave, plus any general salary increase(s) implemented while on leave. The addition of a performance salary increase may be considered. Employees who are eligible for military leave have all job rights specified by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

An employee's entitlement to the provisions of this section terminates upon the occurrence of any of the following events:

- 1) Such employee is separated from uniformed service with dishonorable or bad conduct discharge;
- 2) Such employee is separated from uniformed service under other than honorable conditions, as characterized pursuant to regulations prescribed by the Secretary concerned;
- 3) The City's circumstances have so changed as to make such reemployment impossible or unreasonable; or
- 4) Such employee gives clear written notice s/he has no intention of returning to work.

Section 24. Civil Leave

A City employee called for jury duty or as a court witness for the federal or state governments, or a subdivision thereof, shall receive leave with pay for such duty during the required absence without charge to accumulated leave. The employee may keep fees and travel allowances received for jury or witness duty in addition to regular compensation; except, that employees must turn over to the City any witness fees or travel allowance awarded by that court for court appearances in connection with official duties. While on civil leave, benefits and leave shall accrue as though on regular duty. Employees required to be in court for their own case, defendant or plaintiff, must use accrued compensatory time or vacation leave during such absence from the work of the City.

Section 25. Parental School Leave

A City employee who is a parent, guardian, or person standing in loco parentis (in place of the parent) may take up to four hours of unpaid leave annually to involve him or herself in school activities of his or her child(ren). This leave is subject to the three following conditions:

- 1) The leave must be taken at a time mutually agreed upon by the employee and the City; and,
- 2) The City may require the employee to request the leave in writing at least 48 hours prior to the time of the desired leave; and
- 3) The City may require written verification from the child's school that the employee was involved at the school during the leave time.

Paid leave (compensatory time or vacation time) taken by an employee to attend to school activities of his or her child shall count toward the fulfillment of this provision by the City.

ARTICLE VIII. SEPARATION AND REINSTATEMENT

Section 1. Types of Separations

All separations of employees from positions in the service of the City shall be designated as one of the following types and shall be accomplished in the manner indicated: Resignation, reduction in force, disability, voluntary retirement, dismissal, or death.

Section 2. Resignation

An employee may resign by submitting the reasons for resignation and the effective date in writing to the immediate supervisor as far in advance as possible. In all instances, the minimum notice requirement is two calendar weeks. Failure to provide minimum notice shall result in forfeit of payment for accumulated vacation unless the notice is waived upon recommendation of the Department Head and approval by the City Manager.

Three consecutive days of absence without contacting the immediate supervisor or Department Head may be considered to be job abandonment, a voluntary resignation. Sick leave will only be approved during the final two weeks of a notice with a physician's certification or comparable documentation.

Section 3. Reduction in Force

In the event that a reduction in force becomes necessary, consideration shall be given to the quality of each employee's performance, organizational needs, and seniority in determining those employees to be retained. Employees who are separated because of a reduction in force shall be given at least two weeks' notice of the anticipated action. No regular employee shall be separated because of a reduction in force while there are temporary or probationary employees serving in the same class in the department, unless the regular employee is not willing to transfer to the position held by the temporary or probationary employee.

Section 4. Disability

The City will comply with the Americans with Disabilities act and will make all responsible efforts to provide reasonable accommodation to employees who may be or become disabled. An employee who cannot perform the essential duties of a position because of a physical or mental impairment may be separated for disability. Action may be initiated by the employee or the City. In either case, such action must be accompanied by medical evidence acceptable to the City Manager. The City may require an examination, at the City's expense, performed by a physician of the City's choice. In circumstances where the employee may be eligible to retire under the disability provisions of the North Carolina Local Governmental Employees' Retirement System the City will provide assistance to the employee in filing such application.

Section 5. Voluntary Retirement

An employee who meets the conditions set forth under the provision of the North Carolina Local Governmental Employee's Retirement System may elect to retire and receive all benefits earned under the retirement plan.

Section 6. Death

Separation shall be effective as of the date of death. All compensation due shall be paid to the estate of the employee.

Section 7. Dismissal

An employee may be dismissed in accordance with the provisions and procedures of Article IX.

Section 8. Reinstatement

An employee who is separated because of reduction in force may be reinstated within one year of the date of separation, upon recommendation of the Department Head, and upon approval of the City Manager. An employee who is reinstated in this manner shall be re-credited with his or her previously accrued sick leave.

Section 9. Rehiring

An employee who resigns while in good standing may be rehired with the approval of the City Manager, and may be regarded as a new employee, subject to all of the provisions of rules and regulations of this Policy. An employee in good standing who is separated due to a reduction in force shall be given the first opportunity to be rehired in the same or a similar position.

ARTICLE IX. UNSATISFACTORY JOB PERFORMANCE AND DETRIMENTAL PERSONAL CONDUCT

Section 1. Disciplinary Action for Unsatisfactory Job Performance

A regular employee may be placed on disciplinary suspension, demoted, or dismissed for unsatisfactory job performance, if after following the procedure outlined below, the employee's job performance is still deemed to be unsatisfactory. All cases of disciplinary suspension, demotion, or dismissal must be approved by the City Manager prior to giving final notice to the employee.

Section 2. Unsatisfactory Job Performance Defined

Unsatisfactory job performance includes any aspects of the employee's job which are not performed as required to meet the standards set by the Department Head or City Manager.

Examples of unsatisfactory job performance include, but are not limited to, the following:

- 1) Demonstrated inefficiency, negligence, or incompetence in the performance of duties;
- 2) Careless, negligent or improper use of City property or equipment;
- 3) Physical or mental incapacity to perform duties after reasonable accommodation;
- 4) Discourteous treatment of the public or other employees;
- 5) Absence without approved leave;
- 6) Improper use of leave privileges;
- 7) Failure to report for duty at the assigned time and place;
- 8) Failure to complete work within time frames established in work plan or work standards;
- 9) Failure to meet work standards over a period of time; or
- 11) Failure to follow the chain of command to address work-related issues.
- 12) Failure to obtain or maintain current license or certificate required as a condition of the job.
- 13) Repeated or serious incident of unsafe behavior at work
- 14) Failure to wear or use appropriate safety equipment or otherwise to abide by safety rules

Section 3. Communication and Warning Procedures Preceding Disciplinary Action for Unsatisfactory Job Performance

When an employee's job performance is unsatisfactory, or when incidents or inappropriate actions warrant, the supervisor shall meet with the employee as soon as possible in one or more counseling sessions to discuss specific performance problems. A brief summary of these counseling sessions shall be noted in the employee's personnel_file by the supervisor.

An employee whose job performance is unsatisfactory over a period of time should normally receive at least two documented warnings, one of which may be in the final written warning, from the supervisor before disciplinary action resulting in dismissal is taken by the City Manager. In each case, the supervisor will record the dates of discussions with the employee, the performance deficiencies discussed, the corrective actions recommended, and the time limits set. If the employee's performance continues to be unsatisfactory, then the supervisor will use the following steps:

- 1) A final written warning from the supervisor serving notice upon the employee that immediate and lasting corrected performance must take place in order to avoid suspension, demotion, or dismissal.
- 2) If performance does not improve, a written recommendation should be sent to the City Manager for disciplinary action such as suspension, demotion, or dismissal.

Disciplinary suspensions are for the purpose of communicating the seriousness of the performance deficiency, not for the purpose of punishment, and should not generally exceed three days (24 hours) for nonexempt employees. Suspensions for exempt employees shall be in accordance with FLSA requirements to maintain exempt status.

Demotions are appropriate when an employee has demonstrated inability to perform successfully in the current job, but shows promise and commitment to performing successfully in a lower level job. If no other options are available, dismissal is appropriate.

If after suspension or demotion, the employee's performance does not reach an acceptable level, the employee may be dismissed.

Section 4. Disciplinary Action for Detrimental Personal Conduct

With the approval of the City Manager, an employee may be placed on disciplinary suspension, demoted, or dismissed without prior warning for causes relating to personal conduct detrimental to City service in order to 1) avoid undue disruption of work; 2) to protect the safety of persons or property; or 3) for other serious reasons.

Section 5. Detrimental Personal Conduct Defined

Detrimental personal conduct includes behavior of such a serious detrimental nature that the functioning of the City may be or has been impaired; the safety of persons or property may be or have been threatened; or the laws of any government may be or have been violated.

Examples of detrimental personal conduct include, but are not limited to, the following:

- 1) Fraud, theft or other illegal activities;
- 2) Conviction of a felony or the entry of a plea of nolo contendere thereto;
- 3) Falsification of records for personal profit, to grant special privileges, or to obtain employment;
- 4) Willful misuse or gross negligence in the handling of City funds or personal use of equipment or supplies;
- 5) Willful or wanton damage or destruction to property;
- 6) Willful or wanton acts that endanger the lives and property of others;
- 7) Possession of unauthorized firearms, alcoholic beverages, illegal substances or other lethal weapons on the job;
- 8) Brutality in the performance of duties;
- 9) Reporting to work under the influence of alcohol or drugs or partaking of such while on duty. Prescribed medication may be taken within the limits set by a physician as long as medically necessary;
- 10) Engaging in incompatible employment or serving a conflicting interest;
- 11) Request or acceptance of gifts in exchange for favors or influence;
- 12) Engaging in political activity prohibited by this Policy;
- 13) Harassment of an employee(s) and/or the public on the basis of sex or any other protected class status; or
- 14) Harassment of an employee or the public with threatening or obscene language and/or gestures;
- 15) Stated refusal to perform assigned duties, flagrant violation of work rules and regulations, or serious malfeasance of work

Section 6. Possible Dismissal: Notice and Hearing

Before dismissal action is taken, whether for failure in personal conduct or failure in performance of duties, the department head or a designee thereof, along with other persons deemed necessary to the process, including the Human Resources Director will conduct a pre-dismissal hearing. This hearing will be held upon at least three business days' notice to the employee that a dismissal is being considered and the hearing will be held, unless the employee waives such notice or the particular circumstance require a different period. At this hearing, the employee may present any response to the proposed dismissal to the department head or designee. The department head or designee will consider the employee's response, if any, to the proposed dismissal, and will, within three business days following the pre-dismissal hearing, notify the employee in writing of the final

decision. If the employee is dismissed, the notice shall contain a statement of the reasons for the action and the employee's appeal rights.

If the hearing results in a decision to dismiss the employee, the employee may appeal this decision in writing to the City Manager. The written notice of appeal shall be delivered to the Human Resources Director and the City Manager within five business days of the date of the dismissal decision.

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

Section 7. Non-Disciplinary Suspension

During the investigation, hearing, or trial of an employee on any criminal charge, or during an investigation related to alleged detrimental personal conduct, or during the course of any civil action involving an employee, when suspension would, in the opinion of the Department Head or City Manager, be in the best interest of the City, the Department Head or City Manager may suspend the employee for part or all of the proceedings as a non-disciplinary action. In such cases, the City Manager may:

- 1) Temporarily relieve the employee of all duties and responsibilities and place the employee on paid or unpaid leave for the duration of the suspension, or
- 2) Assign the employee new duties and responsibilities and allow the employee to receive such compensation as is in keeping with the new duties and responsibilities.

If the employee is reinstated following the suspension such employee shall not lose any compensation or benefits to which otherwise the employee would have been entitled had the suspension not occurred. If the employee is terminated following suspension, the employee shall not be eligible for any pay from the date of suspension; provided, however, all other benefits with the exception of accrued vacation and sick leave shall be maintained during the period of suspension.

ARTICLE X. GRIEVANCE PROCEDURE AND ADVERSE ACTION APPEAL

Section 1. Policy

The City shall provide a just procedure for the presentation, consideration, and disposition of employee grievances. The purpose of this article is to outline the procedure and to assure all employees that a response to their complaints and grievances will be prompt and fair.

Employees utilizing the grievance procedures shall not be subjected to retaliation or any form of harassment from supervisors or employees for exercising their rights under this policy. Supervisors or other employees who violate this policy shall be subject to disciplinary action up to and including dismissal from City service.

Section 2. Grievance Defined

A grievance is a claim or complaint by a current or a former employee based upon an event or condition which affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions. Grievance does not include appeal from a dismissal decision, which is covered by Article IX.

Section 3. Purposes of the Grievance Procedure

The purposes of the grievance procedure include, but are not limited to:

- 1) Providing employees with a procedure by which their complaints can be considered promptly, fairly, and without reprisal;
- 2) Encouraging employees to express themselves about the conditions of work which affect them as employees;
- 3) Promoting better understanding of policies, practices, and procedures which affect employees;
- 4) Increasing employees' confidence that personnel actions taken are in accordance with established, fair, and uniform policies and procedures;
- 5) Increasing the sense of responsibility exercised by supervisors in dealing with their employees.
- 6) Encouraging conflicts to be resolved between employees and supervisors who must maintain an effective future working relationship, and therefore, encouraging conflicts to be resolved at the lowest level possible of the chain of command; and
- 7) Creating a work environment free of continuing conflicts, disagreements, and negative feelings about the City or its leaders, thus freeing up employee motivation, productivity, and creativity.

Section 4. Procedure

When an employee has a grievance, the following successive steps are to be taken unless otherwise provided. The number of calendar days indicated for each step should be considered the maximum, unless otherwise provided, and every effort should be made to expedite the process. However, the time limits set forth may be extended by mutual consent. The last step initiated by an employee shall be considered to be the step at which the grievance is resolved. A decision to rescind a disciplinary suspension or demotion must be recommended by the Department Head and approved by the City Manager.

Informal Resolution. Prior to the submission of a formal grievance, the employee and supervisor should meet to discuss the problem and seek to resolve it informally. Either the employee or the supervisor may involve the respective Department Head as a resource to help resolve the grievance. In addition, the employee or supervisor may request mediation from a local mediation services or other qualified parties to resolve the conflict, upon approval of the Human Resources Director. Mediation may be used at any step in the process when mutually agreed upon by the employee and relevant City supervisor or Manager. Mediation is the process where a neutral party assists the parties in conflict with identifying mutually agreeable solutions or understandings.

Step 1. If no resolution to the grievance is reached informally, the employee who wishes to pursue a grievance shall present the grievance to the appropriate supervisor in writing. The grievance must be presented within fifteen calendar days of the event or within fifteen calendar days of learning of the event or condition. The supervisor shall respond to the grievance within ten calendar days after receipt of the grievance. The supervisor should, and is encouraged to, consult with any employee of the City in order to reach a correct, impartial, fair and equitable determination or decision concerning the grievance. Any employee consulted by the supervisor is required to cooperate to the fullest extent possible.

The response from the supervisor for each step in the formal grievance process shall be in writing and signed by the supervisor. In addition, the employee shall sign a copy to acknowledge receipt thereof. The responder at each step shall send copies of the grievance and response to the Human Resources Director.

Step 2. If the grievance is not resolved to the satisfaction of the employee by the supervisor, the employee may appeal, in writing, to the appropriate Department Head within ten calendar days after receipt of the response from Step 1. The Department Head shall respond to the appeal, stating the determination of decision within ten calendar days after receipt of the appeal.

Step 3. If the grievance is not resolved to the satisfaction of the employee at the end of Step 2, the employee may appeal, in writing, to the City Manager within ten calendar days after receipt of the response from Step 3. The City Manager shall respond to the appeal, stating the determination of decision within ten calendar days after receipt of the appeal. The City Manager's decision shall be the final decision. The City Manager will notify the City Board of any impending legal action.

Department Heads. In the case of Department Heads or other employees where the City Manager has been significantly involved in determining disciplinary action, including dismissal, the City may wish to obtain a neutral outside party to act as a mediator to assist in resolving the conflict.

The filing of a lawsuit by an employee on an issue while there is a grievance on the same issue will end the appeal(s) under the City's grievance procedure.

Section 5. Role of the Human Resources Director

Throughout the grievance procedure, the roles of the Human Resources Director shall be as follows:

1. To advise parties (including employee, supervisors, and City Manager) of their rights and responsibilities under this policy, including interpreting the grievance and other policies for consistency of application;
2. To be a clearinghouse for information and decisions in the matter including maintaining files of all grievance documents.

3. To give notices to parties concerning timetables of the process, etc.;
4. To assist employees and supervisors in drafting statements; and
5. To facilitate the resolution of conflicts in the procedures or of the grievance at any step in the process; and
6. To help locate mediation or other resources as needed.

The Human Resources Director shall also determine whether or not additional time shall be allowed to either side in unusual circumstances if the parties cannot agree upon extensions when needed or indicated.

Section 6. Grievance and Adverse Action Appeal Procedure for Discrimination

When an employee, former employee, or applicant, believes that any employment action discriminates illegally (i.e. is based on age, sex, race, color, national origin, religion, creed, political affiliation, or non-disqualifying disability, marital status or veteran status), he or she has the right to appeal such action using the grievance procedure outlined in this Article (Section 4 above). While such persons are encouraged to use the grievance procedure, they shall also have the right to appeal directly to the Human Resources Director or City Manager. Employment actions subject to appeal because of discrimination include promotion, training, classification, pay, disciplinary action, transfer, layoff, failure to hire, or termination of employment. An employee or applicant should appeal an alleged act of discrimination within thirty calendar days of the alleged discriminatory action, but may appeal for up to six months following the action. Nothing in this policy is intended to discourage or prevent an employee, former employee or applicant from filing a formal charge of discrimination or other illegal action with the appropriate state or federal agency having jurisdiction.

ARTICLE XI. RECORDS AND REPORTS

Section 1. Public Information

In compliance with GS 160A-168(b), the following information with respect to each City employee is a matter of public record:

- 1) Name;
- 2) Age;
- 3) Date of original employment or appointment to the service;
- 4) The terms of any contract by which the employee is employed whether written or oral, past and current, to the extent that the City has the written contract or a record of the oral contract in its possession;
- 5) Current position title;

- 6) Current salary;
- 7) Date and amount of each increase or decrease in salary with the City;
- 8) Date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with the City;
- 9) Date and general description of the reasons for each promotion with the City;
- 10) Date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the municipality. If the disciplinary action was a dismissal, a copy of the written notice of the final decision of the municipality setting forth the specific acts or omissions that are the basis of the dismissal; and
- 11) The office to which the employee is currently assigned.

Any person may have access to this information for the purpose of inspection, examination, and copying, during regular business hours, subject only to such rules and regulations for the safekeeping of public records as the City may adopt.

For the purposes of this subsection, the term "salary" includes pay, benefits, incentives, bonuses, and deferred and all other forms of compensation paid by the City.

Section 2. Access to Confidential Records

All information contained in a City employee's personnel file, other than the information mentioned above is confidential and shall be open to inspection only in the following instances:

- 1) The employee or his/her duly authorized agent may examine all portions of his/her personnel file except letters of reference solicited prior to employment, and information concerning a medical disability, mental or physical, that a prudent physician would not divulge to the patient.
- 2) A licensed physician designated in writing by the employee may examine the employee's medical record.
- 3) A City employee having supervisory authority over the employee may examine all material in the employee's personnel file.
- 4) By order of a court of competent jurisdiction, any person may examine all material in the employee's personnel file.
- 5) An official of an agency of the State or Federal Government, or any political subdivision of the State, may inspect any portion of a personnel file when such inspection is deemed by the City Manager to be necessary and essential to the pursuit of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee, or for the purpose of assisting in an investigation of the employee's tax liability. However, the official having custody of the personnel records may release the name, address, and telephone number from a personnel file for the purpose of assisting in a criminal investigation.

- 6) An employee may sign a written release to be placed in his/her personnel file that permits the record custodian to provide, either in person, by telephone, or by mail, information specified in the release to prospective employers, educational institutions, or other persons specified in the release.
- 6) The City Manager, with the concurrence of the City Council, may inform any person of the employment, non-employment, promotion, demotion, suspension or other disciplinary action, reinstatement, transfer, or termination of a City employee, and the reasons for that action. Before releasing that information, the City Manager shall determine in writing that the release is essential to maintaining the level and quality of City services. The written determination shall be retained in the City Manager's office, is a record for public inspection, and shall become a part of the employee's personnel file.

Section 3. Personnel Actions

The Human Resources Director, with the approval of the City Manager, will prescribe necessary forms and reports for all personnel actions and will retain records necessary for the proper administration of the personnel system. There shall be one set of official personnel files, centrally located as designated by the City Manager, normally in the Human Resources office. Any document not located there is not an official part of that employee's personnel record. These files shall contain documents such as employment applications and related materials, records of personnel actions, documentation of employee warnings, disciplinary actions, performance evaluations, retirement and insurance records, letters of recommendation, and other personnel-related documents.

Section 4. Records of Former Employees

The provisions for access to records apply to former employees as they apply to present employees.

Section 5. Remedies of Employees Objecting to Material in File

An employee who objects to material in his/her file may place a statement in the file relating to the material considered to be inaccurate or misleading. The employee may seek removal of such material in accordance with established grievance procedures.

Section 6. Penalties for Permitting Access to Confidential Records

Section 160A-168 of the General Statutes provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor and upon conviction shall be fined in an amount consistent with the General Statutes.

Section 7. Examining and/or Copying Confidential Material without Authorization

Section 160A-168 of the General Statutes of North Carolina provides that any person, not specifically authorized to have access to a personnel file designated as confidential, who shall knowingly and

willfully examine in its official filing place, remove or copy any portion of a confidential personnel file shall be guilty of a misdemeanor and upon conviction shall be fined consistent with the General Statutes.

Section 8. Destruction of Records Regulated

No public official may destroy, sell, loan, or otherwise dispose of any public record, except in accordance with GS 121.5, without the consent of the State Department of Cultural Resources. Whoever unlawfully removes a public record from the office where it is usually kept, or whoever, alters, defaces, mutilates or destroys it will be guilty of a misdemeanor and upon conviction will be fined in an amount provided in Policy 132.3 of the General Statutes.

ARTICLE XII. IMPLEMENTATION OF POLICIES

Section 1. Conflicting Policies Repealed

All policies, ordinances, or resolutions that conflict with the provisions of these policies are hereby repealed.

Section 2. Severability

If any provision of these policies or any rule, regulation, or order thereunder of the application of such provision to any person or circumstances is held invalid, the remainder of these policies and the application of such remaining provisions of these policies of such rules, regulations, or orders to persons or circumstances other than those held invalid will not be affected thereby.

Section 3. Effective Date

These policies shall become effective on a date approved by the City Council.

Section 4. Amendments

This policy may be amended by action of the City Council and by a formal action appropriately approved. Notice of any suggested amendment to the policy, or any portion thereof, shall be provided to employees and opportunities for employee comment and reaction shall be made available prior to the amendments going to the City Council for action. Proposed amendments should be posted on bulletin boards in all employee work locations and/or in employee newsletters. Any revisions or amendments adopted in conformance with this procedure shall become effective as of the date of such adoption.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lisa White

Department: Admin

Date Submitted: 5-23-17

Presenter: Lee Smith

Date of Council Meeting to consider this item: June 1, 2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 051

Per state statute 143-129 and the City purchasing policy, purchases of equipment over \$90,000 require City Council approval.

The Water & Sewer department obtained pricing below the state contract price for 4 2017 Ford F150 Trucks.

Staff requests that Council approve the bid award to Four Season's Ford for a total of \$105,210.56 for 4 trucks.

Budget Impact: \$ 105,210.56 Is this expenditure approved in the current fiscal year budget? Yes No If no, describe how it will be funded.

Suggested Motion:

I move that Council approve the bid award to Four Season's For for \$105,210.56 to purchase 4 2017 Ford F150 Trucks.

Attachments:

Price Documents



Fleet Vehicle and Equipment Specification

State contract 070A Cost

Specification # - PU-LD-CC (2-5-2015)

PU-LD-CC

Crew Cab Pickup (LD)	(2017)	\$ 24,873.00			FORD	F150	XL	W1C	100A
Standard Cab			Deduct	\$ 3,400.00	FORD	F150	XL	F1C	100A
Extended Cab			Deduct	\$ 2,110.00	FORD	F150	XL	X1C	100A
4WD			Add	\$ 3,334.00	FORD	F150	XL	F1E	100A
Special Paint (refer to FB# 201500915, Section 6.17)			Add	\$ 570.00	FORD	F150	XL	XX	100A
Discount on Option Spend		7%							

Scope

This specification details The State of North Carolina's requirement for a light duty, full size, crew cab, pickup truck. The light duty pickup truck and all required options will be designed and assembled in accordance with all applicable industry standards and comply with all governmental regulations as they apply to the operation of the vehicle described in this specification. This vehicle will be used for general transportation of personnel and materials associated with the operation of a government business. In some of the vehicles there will be a fiberglass cap inserted in the pickup truck body utilized for the storage and transport of miscellaneous tools and equipment

BASE SPECIFICATIONS:

General

Wheelbase - 140 - 145 in. (Regular Cab)
 Length (overall) - 225 - 230 in. (Regular Cab)
 Weight - 4,100 - 4,500 lbs. (Regular Cab)
 GVWR - 6,100 - 6,500 lbs.
 GCWR - 12,100 lbs.. (7,600 lbs. (towing capacity))
 Payload - 1,900 - 2,000 lbs.

Engine

3.5L DOHC, V6, 24 valve, FFV or equivalent
 283 HP @ 6,500 RPM (net SAE)
 255 lb.-ft. @ 4,000 RPM (net SAE)
 Stainless steel exhaust
 Fuel - Regular 87 octane or E85

Transmission

Automatic - Electronic six (6) speed w OD
 Rear axle ratio - 3.55 (3.73)
 Locking rear differential
 Transmission oil cooler
 Electronic stability control
 Rear wheel drive

Brakes

Front - Disc-vented; Rear - Disc
 ABS (Antilock brake system) four (4) wheel - 4 ABS channels
 ABS driveline traction control

Electrical

Battery - 610 CCA/70 amp. Hr. (Ah), HD with "rundown" protection
 Alternator - 200 amp., heavy duty

Tires

"LT" tires (size approved by manufacturer and consistent with offerings on same model vehicle)
 Spare - Full size mounted under body

Wheels

Front/Rear - 17.0" X 7.50" steel, argent

Interior Equipment

Air conditioning
 Color -Gray
 Seats - Cloth
 Front - 40/20/40 Split-bench
 Rear seat - 60/40 flip up full bench
 Safety air bags - Driver and passenger and head-curtain side impact
 Driver & passenger head protection air bags

Occupancy sensor
Driver's and passenger's supplemental inflatable restraint system (air bags) as mandated by NHTSA at the time of production.
Standard audio package- AM/FM - Manufacturers standard
Power steering
Cruise control
Tilt steering
Extra entry key (total 2 keys)
Keyless Entry
Power door locks
Power windows
Floor mats - Front and rear (rubber)
12v DC power outlets (2)
Low Tire Pressure Warning (TPMS)
Seating capacity - 5/6

Exterior Equipment

Color - White (manufacturer's standard)
Variable intermittent front windshield wipers
Pickup box - 8.0 ft.
Power adjustable outside mirrors
Delete any dealer markings and tailgate decal (as applicable)
Fuel tank - 23.0 gal.

Emissions

LEV II

OTHER:

Warranty

Bumper to Bumper - 36 month/36,000 miles (Basic)
Powertrain - 60 month/60,000 miles
Corrosion Perforation - 60 month/unlimited distance
Roadside Assistance - 60 month/60,000 miles
Safety Restraint System - 60 month/60,000 miles

Approved Configurations

PU-LD-EXT

Extended (half cab)
Seating capacity - 5/6
Rear seat - 60/40 flip up full bench
Four (4) door
Pickup box - 8.0 ft.

PU-LD

Regular cab
Seating capacity - 3
Two (2) door
Pickup box - 8.0 ft.

Approved Options (all configurations)

CNG/LPG fuel capability - Requirement for engine only capability. Storage, fuel lines and valving not required but can be quoted upon.
Paint - State of North Carolina DOT Yellow
Paint - State of North Carolina Forestry Green
Paint - School Bus Yellow
Day time running lights
Two (2) front mounted tow hooks
Pickup box - 6.5 ft.



Four Seasons Ford Inc.
601 Duncan Hill Rd, Hendersonville, North Carolina,
287922722
Office: 828-693-4281 Fax: 828-693-0648

Customer Proposal

Prepared for:

Andy Brogdon
City of Hendersonville
145 5th Ave E
Hendersonville, NC 28792

Prepared by:

John Yetter
Office: 828-693-4281
Email: john.yetter@fourseasonsford.com

Date: 05/19/2017

Vehicle: 2017 F-150 XL

4x4 SuperCab Styleside 6.5' box 145" WB

Quote ID: MGJY0519





Andy Brogdon
City of Hendersonville
145 5th Ave E
Hendersonville, NC 28792

Re: Vehicle Proposal

Dear Andy,

Thank you very much for your interest in acquiring a vehicle from our dealership. Due to the fast turnaround time, I will be sending quotes on 3 different F-150's as all of these vehicles are currently at other dealerships and we could get them here quickly, assuming they have not already been sold. This quote would account for 4 of the 6 trucks you are seeking. The other two have slightly different specs.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

John Yetter

828-693-4281
john.yetter@fourseasonsford.com



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601 Duncan Hill Rd, Hendersonville, North Carolina,
287922722
Office: 828-693-4281

2017 F-150, SuperCab Styleside
4x4 SuperCab Styleside 6.5' box 145" WB
XL(X1E)
Price Level: 755 Quote ID: MGJY0519

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2017 F-150, SuperCab Styleside
4x4 SuperCab Styleside 6.5' box 145" WB
XL(X1E)
Price Level: 755 Quote ID: MGJY0519

Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$34,625.00
Options & Colors	\$1,600.00
Upfitting	\$0.00
Destination Charge	\$1,295.00
Subtotal	\$37,520.00
<i>Pre-Tax Adjustments</i>	
Description	
Government Price Concession F-150 X1E	-\$7,400.00
Dealer Discount	-\$3,817.36
Total	\$26,302.64

Customer Signature _____

Acceptance Date _____



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2017 F-150, SuperCab Styleside
4x4 SuperCab Styleside 6.5' box 145" WB
XL(X1E)
Price Level: 755 Quote ID: MGJY0519

Selected Options

Description	MSRP
Base Vehicle	
Base Vehicle Price (X1E)	\$34,625.00
Packages	
Equipment Group 101A Mid	\$2,255.00
- Option Discount	-\$750.00
<p><i>Includes:</i></p> <ul style="list-style-type: none"> - Engine: 3.5L V6 Ti-VCT FFV - Transmission: Electronic 6-Speed Automatic Includes tow/haul and sport mode. - 3.73 Axle Ratio - GVWR: 6,300 lbs Payload Package - Tires: P265/70R17 OWL A/T - Wheels: 17" Silver Steel - Cloth 40/20/40 Front Seat Includes 2-way manual driver/passenger adjustment and armrest. - XL Power Equipment Group <ul style="list-style-type: none"> - Power Glass Sideview Mirrors w/Black Skull Caps Includes manual-folding. - Illuminated Entry - MyKey Owner controls feature. - Perimeter Alarm - Power Door Locks Includes flip key and integrated key transmitter keyless-entry (includes Autolock). - Power Tailgate Lock - Power Front & Rear Windows - Radio: AM/FM Stereo/Single-CD Player Includes 6 speakers. - 4.2" Productivity Screen in Instrument Cluster Includes compass. - SYNC Includes enhanced voice recognition communication and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port. DELETES auxiliary audio input jack. - Cruise Control 	
Powertrain	
Engine: 3.5L V6 Ti-VCT FFV	Included
Transmission: Electronic 6-Speed Automatic	Included
3.73 Axle Ratio	<i>Includes tow/haul and sport mode.</i>
GVWR: 6,300 lbs Payload Package	Included
Wheels & Tires	
Tires: P265/70R17 OWL A/T	Included
Wheels: 17" Silver Steel	Included
Seats & Seat Trim	
Vinyl 40/20/40 Front Seat	N/C

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Prepared for: Andy Brogdon, City of Hendersonville
By: John Yetter Date: 05/19/2017



Four Seasons Ford Inc.
601 Duncan Hill Rd, Hendersonville, North Carolina,
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2017 F-150, SuperCab Styleside
4x4 SuperCab Styleside 6.5' box 145" WB
XL(X1E)
Price Level: 755 Quote ID: MGJY0519

Selected Options

Description	MSRP
Base Vehicle	
Base Vehicle Price (X1E)	\$34,625.00
Packages	
Equipment Group 101A Mid	\$2,255.00
- Option Discount	-\$750.00
<p><i>Includes:</i></p> <ul style="list-style-type: none"> - Engine: 3.5L V6 Ti-VCT FFV - Transmission: Electronic 6-Speed Automatic Includes tow/haul and sport mode. - 3.73 Axle Ratio - GVWR: 6,300 lbs Payload Package - Tires: P265/70R17 OWL A/T - Wheels: 17" Silver Steel - Cloth 40/20/40 Front Seat Includes 2-way manual driver/passenger adjustment and armrest. - XL Power Equipment Group <ul style="list-style-type: none"> - Power Glass Sideview Mirrors w/Black Skull Caps Includes manual-folding. - Illuminated Entry - MyKey Owner controls feature. - Perimeter Alarm - Power Door Locks Includes flip key and integrated key transmitter keyless-entry (includes Autolock). - Power Tailgate Lock - Power Front & Rear Windows - Radio: AM/FM Stereo/Single-CD Player Includes 6 speakers. - 4.2" Productivity Screen in Instrument Cluster Includes compass. - SYNC Includes enhanced voice recognition communication and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port. DELETES auxiliary audio input jack. - Cruise Control 	
Powertrain	
Engine: 3.5L V6 Ti-VCT FFV	Included
Transmission: Electronic 6-Speed Automatic	Included
3.73 Axle Ratio	<i>Includes tow/haul and sport mode.</i>
GVWR: 6,300 lbs Payload Package	Included
Wheels & Tires	
Tires: P265/70R17 OWL A/T	Included
Wheels: 17" Silver Steel	Included
Seats & Seat Trim	
Vinyl 40/20/40 Front Seat	N/C

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By: John Yetter Date: 05/19/2017



Four Seasons Ford Inc.
601 Duncan Hill Rd, Hendersonville, North Carolina,
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2017 F-150, SuperCab Styleside
4x4 SuperCab Styleside 6.5' box 145" WB
XL(X1E)
Price Level: 755 Quote ID: MGJY0519

Selected Equipment & Specs

Dimensions

Exterior length: 231.9" * Exterior width: 79.9" * Exterior height: 77.2" * Wheelbase: 145.0" * Turning radius: 23.5' * Min ground clearance: 9.3" * Max ground clearance: 10.3" * Front legroom: 43.9" * Rear legroom: 33.5" * Front headroom: 40.8" * Rear headroom: 40.3" * Front hiproom: 62.5" * Rear hiproom: 64.7" * Front shoulder room: 66.7" * Rear shoulder room: 65.8" * Passenger volume: 116.0cu.ft. * Approach angle: 25.8 deg * Departure angle: 26.1 deg * Maximum cargo volume: 31.6cu.ft. * Box length: 78.0"

Powertrain

282hp 3.5L DOHC 24 valve V-6 engine with Ti-VCT variable valve control, SMPI * Recommended fuel : regular unleaded * LEV3-ULEV125 * 6 speed automatic transmission with overdrive * Part-time * Fuel Economy City: 17 mpg * Fuel Economy Highway: 23 mpg * Capless fuel filler

Suspension/Handling

Front independent double wishbone suspension with anti-roll bar, gas-pressurized shocks * Rear rigid axle leaf spring suspension with gas-pressurized shocks * Speed-sensing electric power-assist rack-pinion Steering * Front and rear 17 x 7.5 silver steel wheels * P265/70SR17 OWL AT front and rear tires

Body Exterior

4 doors * Reverse opening left rear passenger * Reverse opening right rear passenger * Driver and passenger power remote folding door mirrors * Black door mirrors * Black bumpers * Class IV trailer hitch with trailer sway control * Bed-rail protectors * Easy lift tailgate * Easy lower tailgate * Trailer harness * Box style: regular * Clearcoat paint * Front and rear 17 x 7.5 wheels

Convenience

Manual air conditioning * Cruise control with steering wheel controls * Power windows * Driver and passenger 1-touch up * Driver and passenger 1-touch down * Remote power door locks with 2 stage unlock and illuminated entry * Manual tilt steering wheel * Manual telescopic steering wheel * Day-night rearview mirror * Wireless phone connectivity * Smart device integration * 2 1st row LCD monitors * Front and rear cupholders * Passenger visor mirror * Driver and passenger door bins * Rear door bins

Seats and Trim

Seating capacity of 6 * Front 40-20-40 split-bench seat * 4-way driver seat adjustment * 4-way passenger seat adjustment * Centre front armrest * 60-40 folding rear split-bench seat

Entertainment Features

AM/FM stereo radio * SYNC external memory control * Steering wheel mounted radio controls * 6 speakers * Wireless streaming * Fixed antenna

Lighting, Visibility and Instrumentation

Halogen aero-composite headlights * Delay-off headlights * Fully automatic headlights * Variable intermittent front windshield wipers * Light tinted windows * Tachometer * Voltmeter * Oil pressure gauge * Outside temperature display * Low tire pressure warning * Trip computer * Trip odometer

Safety and Security

4-wheel ABS brakes * Brake assist with hill hold control * Electric parking brake * 4-wheel disc brakes * Electronic stability * ABS and driveline traction control * Dual front impact airbag supplemental restraint system * Dual seat mounted side impact airbag supplemental restraint system * Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system * Airbag supplemental restraint system occupancy sensor * Remote activated perimeter/approach lighting * Power remote door locks with 2 stage unlock and panic alarm * Security system with SecurILock immobilizer * MyKey restricted driving mode * Manually adjustable front head restraints * 3 manually adjustable rear head restraints

Dimensions

General Weights

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By: John Yetter Date: 05/19/2017



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2017 F-150, SuperCab Styleside
4x4 SuperCab Styleside 6.5' box 145" WB
XL(X1E)
Price Level: 755 Quote ID: MGJY0519

Selected Equipment & Specs (cont'd)

Curb	4655 lbs.	GVWR	6300 lbs.
Front GAWR	3450 lbs.	Rear GAWR	3300 lbs.
Payload	1600 lbs.	Front curb weight	2786 lbs.
Rear curb weight	1869 lbs.	Front axle capacity	3750 lbs.
Rear axle capacity	4800 lbs.	Front spring rating	3450 lbs.
Rear spring rating	3300 lbs.	Front tire/wheel capacity	3650 lbs.
Rear tire/wheel capacity	4050 lbs.		
Trailer Type			
Type	Regular	Harness	Yes
Class	IV	Hitch	Yes
Trailer sway control	Yes		
General Trailering			
5th-wheel towing capacity	7000 lbs.	Towing capacity	7200 lbs.
GCWR	12200 lbs.		
Fuel Tank type			
Capacity	23 gal.	Capless fuel filler	Yes
Off Road			
Approach angle	26 deg	Departure angle	26 deg
Ramp breakover angle	20 deg	Min ground clearance	9"
Max ground clearance	10"	Load floor height	34"
Exterior cargo			
Length	78.0"	Minimum width	50.6"
Volume	62.3 cu.ft.	Pickup box depth	21.4"
Maximum width	65.2"	Tailgate width	60.3"
Interior cargo			
Maximum cargo volume	31.6 cu.ft.		
Powertrain			
Engine Type			
Block material	Aluminum	Cylinders	V-6
Head material	Aluminum	Ignition	Electronic
Injection	Sequential MPI	Liters	3.5L
Orientation	Transverse	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Ti-VCT		
Engine Spec			
Bore	3.64"	Compression ratio	10.8:1
Displacement	213 cu.in.	Stroke	3.41"
Engine Power			
SAEJ1349 AUG2004 compliant	Yes	Output	282 HP @ 6,250 RPM
Torque	253 ft.-lb @ 4,250 RPM		
Alternator			
Amps	200		
Battery			
Amp hours	70	Cold cranking amps	610

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 4x4 SuperCab Styleside 6.5' box 145" WB
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 Price Level: 755 Quote ID: MGJY0519

Selected Equipment & Specs (cont'd)

Run down protection	Yes		
Transmission			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		
Transmission Gear Ratios			
1st	4.17	2nd	2.34
3rd	1.52	4th	1.14
5th	0.86	6th	0.69
Reverse Gear ratios	3.4		
Transmission Torque Converter			
Stall ratio	2.30		
Transmission Extras			
Driver selectable mode	Yes		
Drive Type			
4wd type	Part-time	Type	Four-wheel
Drive Feature			
Traction control	ABS and driveline	Locking hub control	Auto
Transfer case shift	Electronic		
Drive Axle			
Ratio	3.73		
Exhaust			
Material	Stainless steel	System type	Single
Emissions			
CARB	LEV3-ULEV125	EPA	Tier 2 Bin 4
fuel Economy			
City	17 mpg	Highway	23 mpg
Fuel type	Gasoline	Combined	19 mpg
Fuel Economy (Alternate 1)			
City	12 mpg	Highway	17 mpg
Fuel type	E85	Combined	14 mpg
Acceleration			
0-60 mph (s)	6.8		
1/4 Mile			
Seconds	15.0	Speed	89 mph
Skid Pad			
Lateral acceleration (g)	0.8		
Slalom			
Speed	55 mph		
Green Values			
Energy Impact Score (Barrels per year)	17.3	Carbon FP / Tailpipe and upstream total GHG (CO ₂ , tons per year)	9.3

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Prepared for: Andy Brogdon, City of Hendersonville
 By: John Yetter Date: 05/19/2017



Selected Equipment & Specs (cont'd)

Energy Impact Score (Barrels per year)	5.3		
Driveability			
<i>Brakes</i>			
ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front and rear
Electric parking brake	Yes		
<i>Brake Assistance</i>			
Brake assist	Yes	Hill hold control	Yes
<i>Suspension Control</i>			
Ride	Regular	Electronic stability	Stability control with anti-roll
<i>Front Suspension</i>			
Independence	Independent	Type	Double wishbone
Anti-roll bar	Regular		
<i>Front Spring</i>			
Type	Coil	Grade	Regular
<i>Front Shocks</i>			
Type	Gas-pressurized		
<i>Rear Suspension</i>			
Independence	Rigid axle	Type	Leaf
<i>Rear Spring</i>			
Type	Leaf	Grade	Regular
<i>Rear Shocks</i>			
Type	Gas-pressurized		
<i>Steering</i>			
Speed-sensing	Yes	Activation	Electric power-assist
Type	Rack-pinion		
<i>Steering Specs</i>			
# of wheels	2		
Exterior			
<i>Front Wheels</i>			
Diameter	17"	Width	7.50"
<i>Rear Wheels</i>			
Diameter	17"	Width	7.50"
<i>Spare Wheels</i>			
Wheel material	Steel		
<i>Front and Rear Wheels</i>			
Appearance	Silver	Material	Steel
Covers	Hub		
<i>Front Tires</i>			
Aspect	70	Diameter	17"

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Prepared for: Andy Brogdon, City of Hendersonville
By: John Yetter Date: 05/19/2017



Selected Equipment & Specs (cont'd)

Sidewalls	OWL	Speed	S
Tread	AT	Type	P
Width	265mm		
Rear Tires			
Aspect	70	Diameter	17"
Sidewalls	OWL	Speed	S
Tread	AT	Type	P
Width	265mm		
Spare Tire			
Mount	Underbody w/crankdown	Type	Full-size
Wheels			
Turning radius	23.5'	Wheelbase	145.0"
Body Features			
Body material	Aluminum	Side impact beams	Yes
Active grille shutters	Yes		
Body Doors			
Door count	4	Left rear passenger	Reverse opening
Right rear passenger	Reverse opening	Rear cargo	Tailgate
Pickup			
Box style	Regular	Bed-rail protectors	Yes
Easy lift tailgate	Yes	Easy lower tailgate	Yes
Exterior Dimensions			
Length	231.9"	Body width	79.9"
Body height	77.2"	Frame section modulus	5.0cu.in.
Frame yield strength (psi)	49300.0	Front bumper to Front axle	37.8"
Safety			
Airbags			
Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead Safety Canopy System curtain 1st and 2nd row	
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
Seatbelt			
Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2
Security			
Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		
Seating			
Passenger Capacity			
Capacity	6		
Front Seats			
Split	40-20-40	Type	Split-bench

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Prepared for: Andy Brogdon, City of Hendersonville
By: John Yetter Date: 05/19/2017



Selected Equipment & Specs (cont'd)

Driver Seat			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
Passenger seat			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
Front Head Restraint			
Control	Manual	Type	Adjustable
Front Armrest			
Centre	Yes		
Rear Seats			
Descriptor	Split-bench	Facing	Front
Folding	60-40	Folding position	Fold-up cushion
Type	Fixed		
Rear Head Restraints			
Control	Manual	Type	Adjustable
Number	3		
Front Seat Trim			
Material	Vinyl	Back material	Vinyl
Rear Seat Trim Group			
Material	Vinyl	Back material	Carpet
Convenience			
AC And Heat Type			
Air conditioning	Manual	Underseat ducts	Yes
Audio System			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC
Audio Speakers			
Speaker type	Regular	Speakers	6
Audio Controls			
Steering wheel controls	Yes	Voice activation	Yes
Wireless streaming	Bluetooth yes		
Audio Antenna			
Type	Fixed		
LCD Monitors			
1st row	2	Primary monitor size (inches)	4.2
Cruise Control			
Cruise control	With steering wheel controls		
Convenience Features			
Retained accessory power	Yes	12V DC power outlet	3
Wireless phone connectivity	Bluetooth	Smart device integration	App link

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Equipment & Specs (cont'd)

Rear View Mirror			
Day-night	Yes		
Headliner			
Coverage	Full	Material	Cloth
Floor Trim			
Coverage	Full	Covering	Vinyl/rubber
Trim Feature			
Gear shift knob	Urethane	Cabback insulator	Yes
Interior accents	Chrome		
Lighting			
Dome light type	Fade	Illuminated entry	Yes
Variable IP lighting	Yes		
Storage			
Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Yes	Passenger door bin	Yes
Rear yes	Yes	Instrument panel	Bin
Dashboard	Yes	Rear door bins	Yes
Legroom			
Front	43.9"	Rear	33.5"
Headroom			
Front	40.8"	Rear	40.3"
Hip Room			
Front	62.5"	Rear	64.7"
Shoulder Room			
Front	66.7"	Rear	65.8"
Interior Volume			
Passenger volume	116.0 cu.ft.		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: **Andy Brogdon, City of Hendersonville**
By: **John Yetter** Date: 05/19/2017



Selected Equipment & Specs (cont'd)

Rear View Mirror			
Day-night	Yes		
Headliner			
Coverage	Full	Material	Cloth
Floor Trim			
Coverage	Full	Covering	Vinyl/rubber
Trim Feature			
Gear shift knob	Urethane	Cabback insulator	Yes
Interior accents	Chrome		
Lighting			
Dome light type	Fade	Illuminated entry	Yes
Variable IP lighting	Yes		
Storage			
Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Yes	Passenger door bin	Yes
Rear yes	Yes	Instrument panel	Bin
Dashboard	Yes	Rear door bins	Yes
Legroom			
Front	43.9"	Rear	33.5"
Headroom			
Front	40.8"	Rear	40.3"
Hip Room			
Front	62.5"	Rear	64.7"
Shoulder Room			
Front	66.7"	Rear	65.8"
Interior Volume			
Passenger volume	116.0 cu.ft.		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: **Andy Brogdon, City of Hendersonville**
By: **John Yetter** Date: 05/19/2017



Four Seasons Ford Inc.
601 Duncan Hill Rd, Hendersonville, North Carolina,
287922722
Office: 828-693-4281

2017 F-150, SuperCab Styleside
4x4 SuperCab Styleside 6.5' box 145" WB
XL(X1E)
Price Level: 755 Quote ID: MGJY0519

Selected Equipment & Specs (cont'd)

Rear View Mirror			
Day-night	Yes		
Headliner			
Coverage	Full	Material	Cloth
Floor Trim			
Coverage	Full	Covering	Vinyl/rubber
Trim Feature			
Gear shift knob	Urethane	Cabback insulator	Yes
Interior accents	Chrome		
Lighting			
Dome light type	Fade	Illuminated entry	Yes
Variable IP lighting	Yes		
Storage			
Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Yes	Passenger door bin	Yes
Rear yes	Yes	Instrument panel	Bin
Dashboard	Yes	Rear door bins	Yes
Legroom			
Front	43.9"	Rear	33.5"
Headroom			
Front	40.8"	Rear	40.3"
Hip Room			
Front	62.5"	Rear	64.7"
Shoulder Room			
Front	66.7"	Rear	65.8"
Interior Volume			
Passenger volume	116.0 cu.ft.		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Andy Brogdon, City of Hendersonville
By: John Yetter Date: 05/19/2017

Order No: 9999 Priority: H2 Ord FIN: QK900 Order Type: 5B Price Level: 815
Ord PEP: 101A Cust/Flt Name: CITY OF HENDE PO Number:

	RETAIL	DLR	INV		RETAIL	DLR	INV
X1E F150 4X4 S/C	\$37150		\$35294.00	SYNC			
163.7" WBASE				53B CLASS IV HITCH	95		88.00
YZ OXFORD WHITE				AM/FM CD			
A VINYL 40/20/40	NC		NC	SP DLR ACCT ADJ			(1551.00)
G MED EARTH GRAY				SP FLT ACCT CR			(1066.00)
101A EQUIP GRP	2255		2075.00	FUEL CHARGE			9.64
.XL SERIES				B4A NET INV FLT OPT	NC		7.00
.POWER EQUIP GRP				DEST AND DELIV	1295		1295.00
.CRUISE CONTROL				TOTAL BASE AND OPTIONS	40795		36151.64
.17"SILVER STEEL				XL MID DISCOUNT	(750)		(691.00)
995 5.0L V8 FFV ENG	NC		NC	TOTAL	40045		35460.64
44G ELEC 10-SPDAUTO				*THIS IS NOT AN INVOICE*			
.265/70R-17							
X27 3.31 REG AXLE	NC		NC				
7000# GVWR							
F1=Help	F2=Return to Order			F3/F12=Veh Ord Menu			
F4=Submit	F5=Add to Library						
S099 - PRESS F4 TO SUBMIT				QC05231			

Order No: 9999 Priority: H2 Ord FIN: QK900 Order Type: 5B Price Level: 815
Ord PEP: 101A Cust/Flt Name: CITY OF HENDE PO Number:

	RETAIL	DLR	INV		RETAIL	DLR	INV
X1E F150 4X4 S/C	\$37150		\$35294.00		SYNC		
163.7" WBASE				53B CLASS IV HITCH	95		88.00
YZ OXFORD WHITE				AM/FM CD			
A VINYL 40/20/40	NC		NC	SP DLR ACCT ADJ			(1551.00)
G MED EARTH GRAY				SP FLT ACCT CR			(1066.00)
101A EQUIP GRP	2255		2075.00	FUEL CHARGE			9.64
.XL SERIES				B4A NET INV FLT OPT	NC		7.00
.POWER EQUIP GRP				DEST AND DELIV	1295		1295.00
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995 5.0L V8 FFV ENG	NC		NC	TOTAL	40045		35460.64
44G ELEC 10-SPDAUTO				*THIS IS NOT AN INVOICE*			
.265/70R-17							
X27 3.31 REG AXLE	NC		NC				
7000# GVWR							

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT QC05231



Asheville Ford Lincoln
 611 Brevard Rd., Asheville, North Carolina, 288062201
 Office: 828-253-2731

2017 F-150, SuperCab Styleside
 4x4 SuperCab Styleside 6.5' box 145" WB XL(X1E)
 Price Level: 755 Quote ID: 0516201701

City
 18 mpg



Hwy
 23 mpg

4.2" Productivity Screen in Instrument Cluster	Included
SYNC	Included
Cruise Control	Included
STX Appearance Package	\$1,995.00
- Option Discount	-\$750.00
XL Sport Appearance Package	\$775.00
- Option Discount	-\$500.00
Body-Color Front & Rear Bumpers	Included
Box Side Decal	Included
Fog Lamps	Included
Wheels: 20" Machined-Aluminum	Included
Tires: P275/55R20 BSW AT	Included
Black Billet Style Grille w/Body-Color Surround	Included
Rear Window Defroster	Included
Manual Driver/Passenger Lumbar	Included
Privacy Glass	Included
Driver/Passenger Seat Back Map Pocket	Included
STX Sport Box Decal	Included
SYNC 3	Included
Unique Sport Cloth 40/Console/40 Front-Seats	Included
Reverse Sensing System	\$275.00
Color-Coordinated Carpet w/Carpeted Floor Mats	\$145.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: City of Hendersonville
 By: Jeffrey Williams Date: 05/16/2017



Asheville Ford Lincoln
 611 Brevard Rd., Asheville, North Carolina,
 288062201
 Office: 828-253-2731

2017 F-150, SuperCab Styleside
 4x4 SuperCab Styleside 6.5' box 145" WB
 XL(X1E)
 Price Level: 755 Quote ID: 0516201701

Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	\$41,370.00
<i>Pre-Tax Adjustments</i>	
Description	
Fleet Concession	-\$7,800.00
DEALER DISCOUNT	-\$3,617.76
Total	\$29,952.24

 Customer Signature

 Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: City of Hendersonville
 By: Jeffrey Williams Date: 05/16/2017



Selected Options (cont'd)

Code	Description
145WB	145" Wheelbase
58C	<p>Radio: Single-CD/SiriusXM w/7 Speakers</p> <p><i>Includes a 6-month prepaid subscription. Service is not available in Alaska and Hawaii. Subscriptions to all SiriusXM services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i></p>
861	<p>XL Sport Appearance Package</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Body-Color Front & Rear Bumpers - Includes body-color front fascia. - Box Side Decal - Fog Lamps
61S	<p>STX Appearance Package</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Wheels: 20" Machined-Aluminum - Includes flash gray painted pockets. - Tires: P275/55R20 BSW AT - Includes 275/65R 18 OWL all-season/all-terrain spare tire. - Black Billet Style Grille w/Body-Color Surround - Includes black mesh insert. - Body-Color Front & Rear Bumpers - Includes body-color front fascia. - Box Side Decal - Rear Window Defroster - Fog Lamps - Manual Driver/Passenger Lumbar - Privacy Glass - Driver/Passenger Seat Back Map Pocket - STX Sport Box Decal - SYNC 3 <p><i>Includes enhanced voice recognition communications and entertainment system, 8" LCD touchscreen in center stack with swiping and pinch-to-zoom capabilities, Applink, 911 assist, Apple CarPlay and Android Auto and 2 smart charging USB ports. Note: SYNC Applink lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and Applink software.</i></p> <ul style="list-style-type: none"> - Unique Sport Cloth 40/Console/40 Front-Seats - Includes 4-way adjustable driver/passenger headrests, manual driver/passenger lumbar, flow-through console with steering column mounted shift and 2nd outlet in console when ordered with 110V/400W outlet (91V).
53B	<p>Class IV Trailer Hitch Receiver</p> <p>Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately.</p> <p><i>Includes towing capability up to 5,000 lbs. on 3.5L Ti-VCT engine (998) and 2.7L EcoBoost engine (99P) or up to 7,000 lbs. on 3.5L EcoBoost engine (99G) and 5.0L V8 engine (99F), smart trailer tow connector and 4-pin/7-pin wiring harness.</i></p>
18B	Black Platform Running Boards
57Q	Rear Window Defroster
PAINT	Monotone Paint Application
76R	Reverse Sensing System

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: City of Hendersonville
By: Jeffrey Williams Date: 05/16/2017



Asheville Ford Lincoln
611 Brevard Rd., Asheville, North Carolina, 288062201
Office: 828-253-2731 Fax: 828-258-6012

Customer Proposal

Prepared for:

City of Hendersonville

Prepared by:

Jeffrey Williams
Office: 828-279-4933
Email: jwilliams@ashevilleford.com

Date: 05/16/2017

Vehicle: 2017 F-150 XL
4x4 SuperCab Styleside 6.5' box 145" WB

Quote ID: 0516201701





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 5-23-17

Presenter: Susan G. Frady, Development Asst Director

Date of Council Meeting to consider this item: 6-01-17

Nature of Item: Council Action

Summary of Information/Request:

Item # 05m

Henderson County July 4th Celebration

On May 23, 2017, the Special Events Committee met and reviewed an application from Henderson County sponsor of the Henderson County July 4th Celebration. This event has previously been held on the courthouse property. This is the first year that a request has been made to close Main Street and the first year that a request has been made to sell beer in the street.

The block in front of the Courthouse will be blocked from 7:00 P.M. until 11:00 P.M. on Tuesday, July 4, 2017. The Courthouse lawn will be used for the primary event area including a stage and inflatables. The street will be used for the beer tent. At least two off-duty police officers are required for this event.

The Special Events Committee voted unanimously to recommend that Council approve the special event permit for the Henderson County July 4th Celebration.

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

Suggested Motion:

I move the City Council approve the special event permit for the Henderson County July 4th Celebration including the sell of alcohol on the street.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 5/23/2017

Presenter: John Connet

Date of Council Meeting to consider this item: 6/1/2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 05n

Following the recent discussion between Joseph's Outreach Ministries and the Hendersonville Rescue Mission (Mission) regarding the extreme cold weather shelter, Anthony McMinn and I agreed that it would be a good idea for the City and Mission to enter into a Memorandum of Agreement(MOA) The MOA states that the Hendersonville Rescue Mission will waive certain intake policies in order to shelter individuals during extreme code situations. This will clarify that the Mission will provide an extreme cold weather shelter for homeless individuals once the temperature drops below 20 degrees Fahrenheit. Therefore, I submit the proposed MOA for your consideration.

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

Suggested Motion:

I move that the City Council approve the Memorandum of Agreement with Hendersonville Rescue Mission for the provision of extreme cold weather shelter for our homeless population.

Attachments:

Proposed MOA



MEMORANDUM OF AGREEMENT BETWEEN
CITY OF HENDERSONVILLE, NC and HENDERSONVILLE RESCUE MISSION

For the past 36 years it has been our endeavor at the Hendersonville Rescue Mission to meet the needs of the homeless, hungry and addicted of our community.

On Monday, March 13, 2017, the Hendersonville Rescue Mission President/CEO Anthony S. McMinn and Vice President/COO Tim Jones met with representatives for Joseph Outreach Ministries, Board Chairman Austin Watson and Joseph Center representative Paulette (PJ) White. This meeting was mediated by City Manager John Connet, Manager of the City of Hendersonville.

The meeting was designed to address the concerns related to the safety of homeless individuals who are unsheltered in cold weather conditions in Henderson County. The central issue for the meeting was to make sure people in unsafe weather situations have access to shelter while still balancing the concerns of the community about not having homeless services concentrated in one district of the city.

The goal of the meeting was to facilitate understanding of the needs surrounding this issue and to propose a solution by which both organizations can work together to meet the needs of unsheltered individuals without violating restrictions on homeless services being concentrated in one area.

The outcome of the meeting was:

- a resolution of both organizations to work together to better educate homeless individuals about the Code Grace policies and procedures that the Hendersonville Rescue Mission operates under when the forecast is for temperatures below 38°F overnight
- an open channel of direct communication between the leadership of both organizations so that any concerns about barriers to the Code Grace policies and procedures can be quickly resolved.
- the establishment of a liaison person from Joseph's center who can test the efficiency of access to the Hendersonville Rescue Mission's Code Grace procedures.
- the establishment of an "Extreme Cold Weather" policy whereby the Hendersonville Rescue Mission will extend the hours of emergency shelter check in past the normal 9:00 pm limit until 2:00 am when temperatures fall below 20°F overnight.
- the Hendersonville Rescue Mission will communicate with Royal Corbin, who will work as a liaison officer on behalf of the Joseph Center, and other agencies in our community to ensure each referral meets the standards of stay as agreed upon by the Hendersonville Rescue Mission and Joseph Center. This agreement also means we will work closely with the Hendersonville Police Department and Henderson County Sheriff's Department.

MEMORANDUM OF AGREEMENT

City of Hendersonville, NC and

Hendersonville Rescue Mission

Page 2 of 3

Additional Points of Clarity in Extreme Cold Weather Policy below 20°F

Regarding Cold Weather policies and procedures of the Hendersonville Rescue Mission, the Hendersonville Rescue Mission agrees to continue the following cold weather procedures that have been in place for many years:

1. No one is denied admission into the shelter even if they are impaired, but still in control of their judgment and temper. They also must be ambulatory. According to Hendersonville Police Officer Cameron Singleton there is no single blood alcohol level that can determine all of these factors. They are unique to each individual's history with alcohol and biological tolerance. Police Officers have discretion based on a person's combativeness and so does the Hendersonville Rescue Mission. We will not admit someone who is a danger to themselves or others.
2. No one is denied admission into the shelter for previous infractions of the Hendersonville Rescue Mission's rules. This excludes individuals who are court ordered to stay away from the property of the Hendersonville Rescue Mission and those who have restraining orders against them by other guests currently staying at the Hendersonville Rescue Mission.
3. No one utilizing Extreme Cold Weather Shelter is required to enter a Hendersonville Rescue Mission program.
4. No one utilizing Extreme Cold Weather Shelter is required to go outside during the day. All shelter residents will continue to be invited to stay inside the recreation/television areas of the Rescue Mission during day time hours. Those who choose to stay inside are not allowed to come and go at different times. They must agree to stay inside when no one is available to let them in or out of the facility.
5. No one can be denied admission into the shelter on nights when Extreme Cold Weather Shelter is in effect without the approval of Executive staff.

The Hendersonville Rescue agrees to the following changes in their operational procedures regarding Extreme Cold Weather Shelter:

1. No one will be required to have identification in order to stay in the shelter under Extreme Cold Weather Shelter. Individuals who do not have identification will be cleared by the Hendersonville Police Department who will check to make sure they are not wanted for serious crimes that may impact the safety of other residents who are staying in the Hendersonville Rescue Mission.

MEMORANDUM OF AGREEMENT

City of Hendersonville, NC and

Hendersonville Rescue Mission

Page 3 of 3

2. The Hendersonville Rescue Mission will work with the Hendersonville Police Department, Henderson County Sheriff's Department, Pardee Hospital, and Joseph's Outreach Ministries to ensure the homeless of Henderson County and surrounding areas have a safe place to stay in extreme cold weather.

Dated: _____

Dated: _____

By: _____

Barbara Volk, Mayor of Hendersonville

CITY OF HENDERSONVILLE, NC

145 Fifth Ave East

Hendersonville, NC 28792-4328

By: _____

Rev. Anthony S. McMinn, President/CEO

HENDERSONVILLE RESCUE MISSION

639 Maple Street

Hendersonville, NC 28792-3754

PROCLAMATION

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

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

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

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

WHEREAS, the City of Hendersonville provides recommendations to developers and residents regarding landscaping to promote wise conservation stewardship, including the protection of pollinators and maintenance of their habitats in urban and suburban environments; and

NOW, THEREFORE, I, Barbara G. Volk, Mayor of the City of Hendersonville, do hereby proclaim the month of June 2017 as our municipality's observance of

Hendersonville Pollinator Month

And, the City of Hendersonville as an affiliate of

Bee City USA®

and urge all citizens to recognize this observance.

In witness whereof, I have hereunto set my hand and caused the seal of Hendersonville, North Carolina to be affixed this 1st day of June 2017.

Barbara G. Volk, Mayor

Attest:

Tammie K. Drake, City Clerk

Bee City USA®



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Lisa White

Department: Finance

Date Submitted: 5-24-17

Presenter: Lisa White

Date of Council Meeting to consider this item: 6-1-17

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 06b

The North Carolina Government Finance Officers Association and the NC School of Government offer a program of certification for local governmental finance officers.

Its purposes are to:

- provide greater service to the public and the management of local government,
- recognize achievement of an established level of competency and proficiency among finance officers,
- promote continuing professional development of finance officers, and
- enhance the profession of government finance staff.

As defined in G.S. 159-7, those who hold supervisory or professional positions with a local government, and have administrative responsibility for one or more financial functions, such as internal audit, investment, budgeting, or accounting who meet the program's standards of experience, education, and examination are eligible for certification. He must have had at least one year of experience as a legally designated finance officer and one additional year of responsible financial management experience in governmental finance or at least two years of experience in North Carolina governmental finance and at least two additional years of responsible financial management experience. The applicant must have satisfactorily completed five courses as identified by the Certification Committee and he or she must have completed and passed all four parts of an examination that tests the subjects covered in the core courses.

John Buchanan, Accounting Supervisor in the Finance Department has completed the course work, examinations and other requirements and has been named a North Carolina Certified Government Finance Officer. He was recognized and received his certificate at the Annual Meeting of the North Carolina Government Finance Officers Association.

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

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

Please recognize and congratulate John Buchanan on his accomplishment.

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Administration

Date Submitted: 4/12/2017

Presenter: John Connet

Date of Council Meeting to consider this item: 6/1/2017

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 06c

For the January through March quarter, 35 MVP nominations were submitted. The Service Excellence Design Team selected those listed below as the quarterly winners.

Jay Heatherly, Water & Sewer Before the Council meeting on 01.05.17, Tammie Drake found that neither the computer (network drive) nor the sound equipment was working. Jay Heatherly assisted by trying everything he could to get it up and running before the Council Meeting started. While this is not his job, she appreciated all of his efforts and staying after hours to assist. Jay routinely is "the guy" when it comes to the system and helps everyone who comes to him, often in a panick with a room full of people.

Nick Galloway & Stephen Bell, Water & Sewer During the January snow, Nick Galloway, who lives in a remote area of Cedar Mountain, and co-worker Stephen Bell worked out a plan to use Stephen's cabin so he could stay in the area and work his shift at the Water Treatment Plant. It would have been more convenient to go home and let someone else stay over or attempt to come in, but he didn't. They worked together and Nick took care of his responsibility at the WTP.

Lt. Mike Vesley, Police Lt. Vesley was recognized at the May 4 meeting.

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

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

NA

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Chief Herbert Blake

Department: Police

Date Submitted: 05/15/2017

Presenter: Chief Herbert Blake

Date of Council Meeting to consider this item: 06/01/2017

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 06c

The City of Hendersonville recognizes and appreciates the service provided to the citizens of our community by the commitment of sworn law enforcement officers of the Hendersonville Police Department.

North Carolina General Statute 20-187.2 enables the City Council to award a retiring member or surviving relatives, the badge and service side arm of law enforcement officers.

The attached resolution will allow the Hendersonville Police Department to award retiring Assistant Chief of Police Doug Jones with his badge and service side arm, for a cost of \$1.00.

Budget Impact: \$ No 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 resolution to award Assistant Chief of Police Doug Jones with his badge and service side arm, for a cost of \$1.00.

Attachments:

**RESOLUTION TO RECOGNIZE DISTINGUISHED SERVICE
TO THE CITY OF HENDERSONVILLE AND AWARDING OF SERVICE SIDE ARM**

WHEREAS, North Carolina General Statutes 20-187.2 provides that retiring members of law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service; and

WHEREAS, NCGS 20-187.2 further provides that the governing body of the governing law enforcement agency may, at its discretion, award to a retiring member their service side arm, at a price determined by such governing body, upon determining that the person receiving the weapon is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law, and

WHEREAS, the City of Hendersonville hereby recognizes 28 years and five months distinguished service as a law enforcement officer by Doug Jones for the City of Hendersonville and its residents, and

WHEREAS, the City of Hendersonville wishes to recognize Assistant Chief of Police Doug Jones's service in a manner that is customary for persons retiring from distinguished law enforcement service.

NOW THEREFORE, the City of Hendersonville hereby awards to Assistant Chief of Police Doug Jones, his service side arm, model Glock 19, serial number WSZ962, for a cost of \$1.00 as determined in the Policy for the Granting of Badges and Service Side Arms for Sworn Law Enforcement Officers, as a token of appreciation for his many years of service and dedication to the City of Hendersonville and its residents.

Adopted this 1st day of June 2017.

Barbara G. Volk, Mayor, City of Hendersonville

Attest:

Tammie K. Drake, MMC City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Admin

Date Submitted: 05/23/17

Presenter: Brian Pahle

Date of Council Meeting to consider this item: 06/01/17

Nature of Item: Council Action

Summary of Information/Request:

Item # 09

The information contains the City Manager's recommended budget for the City of Hendersonville for the fiscal year 2017-18. The recommended budget is balanced in accordance with G.S. 159-8. The budget document and its preparation and adoption express the basic political values of the City. The Local Government Budget and Fiscal Control Act (LGBFCA) requires mandatory dates at which certain processes must be completed [G.S. 159-10-13].

The annual budget ordinance may be amended any time after its official adoption; however, the amendments cannot increase or decrease the tax levy or alter a taxpayer's liability unless the City is ordered to do so by the courts or an authorized State agency. Appropriations between departments or divisions within one fund, other than salaries, including contingency appropriations, may be transferred therein by the City Manager as long as the original total appropriated balance for the fund is not changed.

Upon adoption of a budget for FY17-18 a final approved budget document will be compiled, posted on the website and in the office of the City Clerk, and submitted to the Government Finance Officer's Association (GFOA) for consideration of the Distinguished Budget Presentation Award Program.

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

See Budget Ordinance Attached...

Suggested Motion:

I move to adopt the Budget Ordinance for fiscal year 2017-18 as presented.

Attachments:

Budget Document

CITY OF HENDERSONVILLE

RECOMMENDED BUDGET

FISCAL YEAR 2017-18



SUBMITTED AND FILED IN THE CLERK'S OFFICE

MAY 17TH, 2017

Cover	_____	
Table of Contents	_____	1
Budget Guide	_____	2
Budget Message	_____	18
Budget Ordinance	_____	58
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Capital Improvement Plan – Summary	_____	70
Pay & Classification Schedule	_____	74

The purpose of the *Budget Guide* is to introduce readers to the budget document and processes, assisting in the reader's understanding of the information contained throughout. The Local Government Budget and Fiscal Control Act (LGBFCA) defines the annual budget as "a proposed plan for raising and spending money for specified programs, functions, activities, or objectives during a fiscal year" [G.S. 159-7(b)(1)]. The *Budget Guide* will briefly describe the sections contained within the budget document, explain the budget process, explain how to read charts and graphs and interpret numbers, as well as how to understand the effects of inflation. Note that sample charts and tables do not reflect accurate financial information for the City of Hendersonville.



The Budget Document

This annual budget provides local officials an opportunity to review and evaluate programs and services. During most of the year, local officials are hard pressed to maintain day-to-day duties and may not have time to evaluate how efficiently and effectively a particular program is achieving its established goals. Even if no changes are made, the City of Hendersonville benefits from the overview of programs and enhances perspective for decisions that must be made every day. The budget document for FY17-18 consists of eight major sections: Introduction, Community and Organizational Profile, Financial Summaries, General Fund, Enterprise Funds, Other Funds, Capital Improvements Plan, and Supplemental Information.

Budget Message & Ordinance

The Budget Message is a letter from the City Manager to the City Council that provides an overview of the upcoming fiscal year budget and how it fits with the City Council's priorities. This message should introduce and summarize the budget document, including issues facing the development of the budget, significant budgetary items and trends, and the budgetary effect on short and long-term plans. General Statute 159-11(b) states that the message should include the following:

- a concise explanation of the governmental goals fixed by the budget for the budget year,
- important features of the activities anticipated by the budget,
- reasons for stated changes from the previous year in program goals, programs, and appropriation levels
- any major changes in fiscal policy

The Budget Ordinance is a statute, legally adopted by the City Council to set spending limits for the coming fiscal year, which runs from July 1 to June 30. The Budget Ordinance also establishes the Capital Improvement Plan, Pay and Classification Schedule, and Fee Schedule set for the coming fiscal year.

Community and Organization Profile

This section of the budget document highlights general information about the Hendersonville community including historical, geographical, demographic, and economic features. Within the organizational profile, the reader will find information about the City's governmental structure and the financial policies and management systems that guide the budget process.

Financial Summaries

The Financial Summaries section provides a summary of revenues, expenditures, fund balance, and debt obligation for the City of Hendersonville's funds. Information provided in both numerical and narrative format increases the reader's ability to determine how much money each fund is spending and generating.



A fund is an independent fiscal and accounting entity. Funds make it easier to keep track of accounts that operate similar types of activity and share the same set of accounting records. The City of Hendersonville operates two major funds, the General Fund and the Water and Sewer Fund and a variety of other non-major governmental funds.

General Fund

The General Fund accounts for all governmental services that do not generate sufficient revenue to support their activities, such as general government, public safety, and public works. The reader will find information on each department, including a description of the department's purpose, prior fiscal year accomplishments, coming fiscal year initiatives, budget highlights, budget trends, personnel counts, and performance measures.

Enterprise Funds

The Water and Sewer Fund is an enterprise fund, which means it operates as a public enterprise. Public enterprises generate funding through user charges and most are self-supporting. User charges refer to charges applied to those who voluntarily use or receive certain government services or facilities. City customers pay fees for water consumption and sewer usage to cover the cost of water distribution and wastewater treatment. The City is permitted by law to charge higher rates for customers outside their boundaries; such higher rates are common. The rates established by the Water and Sewer Fund are not subject to regulation by the State Utilities Commission. Additionally, the City operates an Environmental Services Fund. This is an enterprise fund that provides sanitation and stormwater services. The Fund is self-supporting, utilizing a base charge and other user fees.

Other Funds

The City of Hendersonville has a variety of other funds including the Main Street Tax District Fund, the Historic Seventh Avenue Tax District Fund, Health and Welfare Fund, Capital Reserve Fund, and a variety of other special revenue funds. Each fund accounts for revenues and expenditures associated with a special function or area.

Each fund consists of individual line items that represent specific expenditures and revenues. Examples of line item expenditures include, but are not limited to, salaries, insurance, maintenance and repair, supplies, and capital outlay. Examples of line item revenues include, but are not limited to, property tax revenues, sales tax revenues, grants, and fees. Line items are the most detailed way to list budgeted expenditure and revenue information.

Capital Improvement Plan (CIP)

A Capital Improvement Plan (CIP) is the center of planning for capital projects and acquisitions and is the basis for implementing and authorizing projects. This document is a central element in the financial planning of a city or county. The CIP is a multiyear forecast detailing major capital infrastructure, building and equipment needs, the appropriations needed to satisfy those needs, the sources of financing for specified projects, and the impact the projects will have on the



organization. The CIP is a repeatable annual process, commonly reevaluating and including new capital requests, for not all capital needs can be recognized five to six years out.

Supplemental Information

This section contains other financial information about the City of Hendersonville, a glossary of terms used throughout the document, and other pertinent City information, such as personnel listings and summary information.



The Budget Process

In accordance with the Local Government Budget and Fiscal Control Act (LGBFCA), the budget document for fiscal year ending June 30, 2017, meets the balanced budget and inclusiveness requirements. The inclusiveness requirements means the City may only spend moneys that have been budgeted [G.S. 159-8(a)]. The balanced budget requirement means that any budget ordinance, project ordinance, financial plan, or internal service fund must balance. General Statute 159-8(a) defines a balanced budget as “the sum of estimated net revenues and appropriated fund balances is equal to the appropriations.” A final legal limit on this budget document is G.S. 159-15, addressing a local government’s ability to set a property tax levy and the regulations regarding that levy. Whether this budget is used primarily as a planning vehicle or as a means of reaching political agreement about budgetary policies, this document adheres to the three legal limits listed above and follows a process provided by the LGBFCA.

There are three general stages of budget preparation and enactment including departmental formulation of expenditure requests and revenue estimates, preparation of a recommended budget document by the budget officer, and review and enactment of the annual budget ordinance by the respective governing body.

At the start of the budgeting process, it is common for the budget officer to produce a budget calendar, detailing the dates by which each stage in the annual budget process is to be completed. The LGBFCA requires mandatory dates at which certain processes must be completed [G.S. 159-10-13]. Departmental requests must be submitted to the budget officer before April 30. A recommended budget must be given to the governing body no later than June 1, and the governing body must enact the budget ordinance at the start of the fiscal year, July 1.



The following is a copy of the City of Hendersonville's proposed Budget Calendar for FY 2018:

City of Hendersonville Budget Calendar FY17-18		
Budget Procedure	Legally Required Date	Projected Date
<input type="checkbox"/> Distribute CIP Requests		10/18/16
<input type="checkbox"/> Department Head Retreat		11/10/16
<input type="checkbox"/> CIP Requests Due		12/02/16
<input type="checkbox"/> CIP Meetings with Department Heads		December-January
<input type="checkbox"/> Distribute Budget Request Forms		01/03/17
<input type="checkbox"/> Budget Request Forms Due	Before 04/30/17	02/10/17
<input type="checkbox"/> Establish Prelim. Rev./Exp. Estimates		02/13/17 – 02/17/17
<input type="checkbox"/> Council Retreat/Budget Preview		02/23/17 – 02/24/17
<input type="checkbox"/> Special Appropriations Due		02/24/17
<input type="checkbox"/> Prelim. Budget Review Meeting (Admin. & Finance)		03/02/17 – 03/03/17
<input type="checkbox"/> Meetings with Department Heads		03/06/17 – 03/24/17
<input type="checkbox"/> Revised Rev./Exp. Estimates		03/31/17
<input type="checkbox"/> Budget Review & Adjustments		April
<input type="checkbox"/> Budget Memos		April
<input type="checkbox"/> Budget Workshop		05/05/17
<input type="checkbox"/> Public Notice of Budget Hearing	By 06/01/17	05/17/17
<input type="checkbox"/> Turn in Budget to City Council/City Clerk	By 06/01/17	05/17/17
<input type="checkbox"/> Public Budget Hearing/Adopt Budget Ordinance	By 07/01/17	06/01/17



Upon submission of the annual budget document, the governing body must schedule a public hearing, detailing that a budget has been submitted and that copies are available for public inspection [G.S. 159-12(b)]. The notice will provide the time, date, and place of the budget hearing. The City of Hendersonville strives to provide ample time between notice and the hearing date in order to provide the public an opportunity to attend the hearing. These strong public participation practices will improve the City's responsiveness and accountability. Stakeholder input throughout the planning and budgeting process is highly recommended by the National Advisory Council on State and Local Budgeting Recommended Budget Practices.

Several legal provisions apply to the governing body review and adoption of the Budget Ordinance. First, ten days must elapse between submission of the budget and adoption of the Budget Ordinance [G.S. 159-13(a)]. Also, the governing body may conduct its review in both special and regular meetings. Open meetings laws (see G.S. 143-318.12) apply to the aforementioned situations, each board member must be notified of said meetings, and only budget matter may be discussed during said meetings (G.S. 159-17). There is no provision allowing for closed sessions for the local budget process.

Another process in budget preparation and enactment is amending the budget. A policy statement detailing the procedures required in amending the budget is found in the *Community & Organization Profile* section of this document. A budget may need to be amended because revenue forecasts are developed months in advance of the fiscal year, these revenue collections may deviate, and expenditures and emergencies may arise requiring extra funding. A policy should specify the exact circumstances under which the legislative body may amend the budget. Most budget amendments follow the same deliberative process: the Manager first proposes a package of amendments, the appropriate committee of the Council then holds hearings and marks up the legislation, and the full Council then considers and acts upon the proposal.

Finally, the budget is enacted upon official adoption of the Budget Ordinance, not later than July 1st. If the budget is not adopted, then G.S. 159-16 requires that an interim budget be adopted. The purpose of an interim budget is to ensure normal operations continue without any changes in program funding. Upon adoption of the Budget Ordinance, G.S. 159-13(d) requires the budget be entered into governing body's minutes within five days of adoption.



Reading the Budget Document

The budget document contains an abundance of diverse and valuable information. The hefty amount of numbers and information can make navigating and deciphering the document a difficult task for any reader. This section is meant to assist the reader in understanding the data presented and other supplemental information.

Sections of the budget are identified in the top right corner of each page. These headings identify the subject, fund, department, or division being discussed and assist the reader in locating the information for which they are looking. Within each section, bold and underlined headings identify major topics related to that section. Under these headings, the reader may find written information as well as information presented in table or chart form. The document highlights other important terms and categories by identifying them in bold or italic. This document also provides a glossary of terms located in the *Supplemental Information* section located at the end of this document.

Interpreting Tables & Charts

The budget document uses tables and charts to provide visual representations of data. The tables and charts allow readers to easily compare funds and departments as well as observe historical trends. Most sections contain tables and charts similar to the examples depicted in this section. The diagrams identify the major characteristics of each table and chart and explain what information the reader can find.



The following are examples of summary tables which a reader may encounter in reading this budget document (all data is fictional):

Prior year actual
budget data from
audit reports

Current year
budget, including
amendments

Adopted budget
for the upcoming
year

Description	2014 ACTUAL	2015 REVISED BUD	2016 ADOPTED	DOLLAR CHANGE
Governing Body				
Personnel	\$ 49,757.50	\$ 28,123.76	\$ 27,012.00	\$(1,111.76)
Operating	\$ 35,092.51	\$ 48,529.00	\$ 67,018.00	\$18,489.00
Capital	\$ -	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -	\$ -
<i>Sub-Total</i>	\$ 84,850.01	\$ 76,652.76	\$ 94,030.00	\$17,377.24

Includes salaries, FICA costs,
insurance, 401k, & retirement
costs

Includes all items not associated
with personnel, benefits, or
capital such as utilities, dues,
phone, supplies, etc...

Description	2014 ACTUAL	2015 REVISED BUD	2016 ADOPTED	DOLLAR CHANGE
Governing Body				
Personnel	\$ 49,757.50	\$ 28,123.76	\$ 27,012.00	\$(1,111.76)
Operating	\$ 35,092.51	\$ 48,529.00	\$ 67,018.00	\$18,489.00
Capital	\$ -	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -	\$ -
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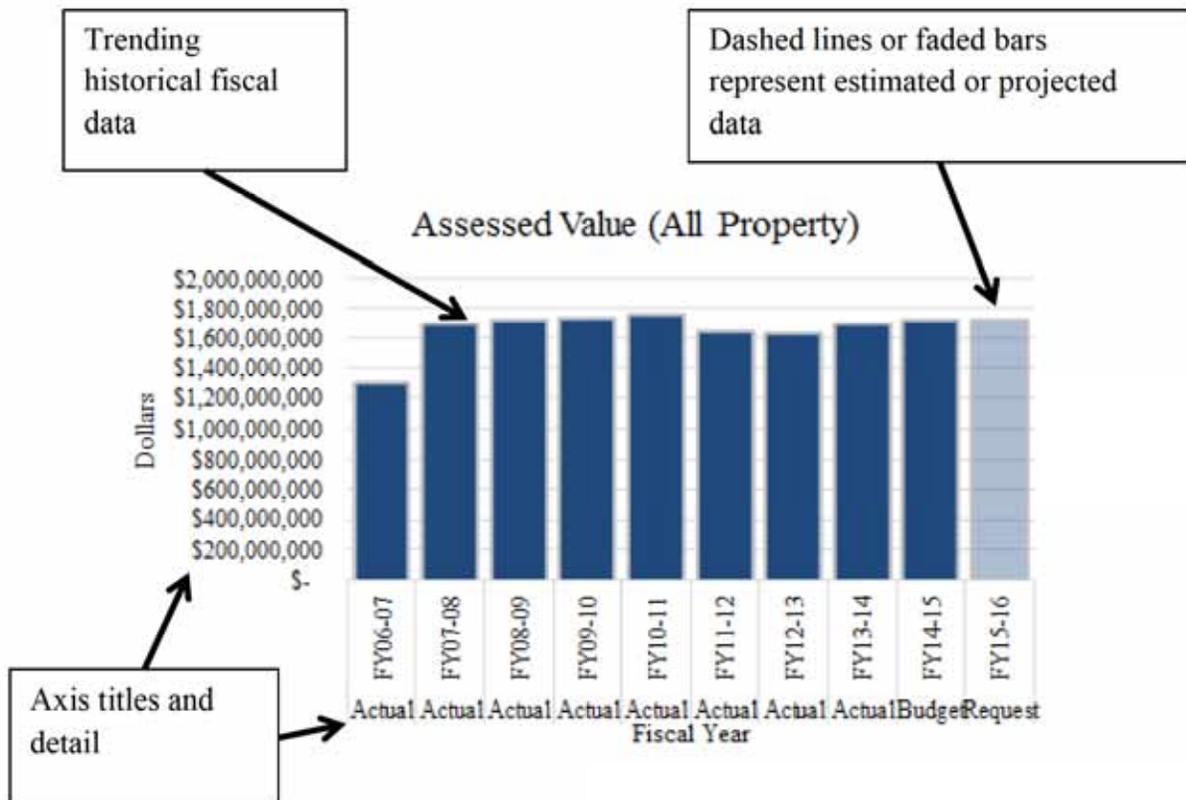
Includes capital
items such as
land, vehicles,
equipment, etc...

Includes annual
debt service
payments

Change between
current year and
adopted budgets



The following is an example of a historical chart which a reader may encounter in reading this budget document (all data is fictional):



Performance Budgeting

Performance measurement is the creation of criteria for reporting the quality or quantity of performance by a specific individual or organization. In response to heightened public scrutiny and pressure for increased service quality, the public sector has seen an equal increase in performance measurement initiatives. A good set of performance measures will reveal how efficiently a given service was rendered, at what level of quality it was delivered, and what effect it is having on the recipients of the service and the community as a whole. The following is a list of some of the advantages of engaging in performance measurement:

- ✓ Accountability/communication
- ✓ Support of planning/budgeting efforts
- ✓ Catalyst for improved operations
- ✓ Program evaluation
- ✓ Reallocation of resources
- ✓ Directing operations
- ✓ Contract monitoring
- ✓ Benchmarking



The City of Hendersonville is fully aware that without considerable thought and planning a performance measurement initiative can produce externalities, or unwanted/anticipated results. For example, say the City adopts a *tons of asphalt used per employee* performance measure. If not monitored and communicated effectively, then the City may experience employees digging cutouts wider and deeper than necessary (i.e., using more asphalt) to “improve” their performance ratings. The overall implication of any performance measurement is that managers and supervisors can select the appropriate measure by narrowly defining the function they want to know more about and effectively communicating the purpose to which they want to put that information. A reader will find a *Performance Budgeting* section in the City’s budget which will further detail the growing initiative.

Current Dollars, Constant Dollars, and Inflation Comparisons

Comparing the amount of revenues received or expenditures spent by a local government one year to the amount received or spent in another year can be misleading. Although the more recent number may be large, it might represent resources with less buying or spending power than the smaller figure from an earlier year. This is the result of market inflation. So, steadily increasing expenditures may be more attributable to inflation rather than loss of efficiency or service expansion. Meaningful comparisons can be made possible by controlling for inflation and converting current dollars to constant dollars. Comparisons can also be seen by converting revenue and expenditure numbers to an index.

The saying “a dollar doesn’t go as far as it used to,” is exactly right. Now consider this in the case of current dollars and constant dollars. First, current dollars are those dollars that are represented in financial statements. They are real and represent the actual spending that year. Constant dollars are a conversion of the current dollars, controlling for the effects of inflation. So, a current dollar is \$1.00; however, a constant dollar may be worth \$0.85. This conversion is done using a price index. There are two good indexes that provide representative effects of inflation. They are the Consumer Price Index (CPI) and the Implicit Price Deflator (IPD); this document utilizes the CPI. It is important to remember that these gauges are not perfect but do provide more meaningful values for comparisons.

The formula to calculate constant dollars is as follows:

To start, one must take their index (in this case the CPI) and convert it to 100.0 for the base year. The 100.0 base essentially represents a starting point for comparison. Imagine that this base value represents 0% change in inflation.



This is calculated by taking the CPI index current year and dividing it by the base year, then multiplying that by 100:

$$[(\text{CPI Current Year} = 123.3) / (\text{CPI Base Year} = 123.3)] * 100 = \text{CPI Index } 100.0$$

Or

$$(123.3 / 123.3) * 100 = 100.0$$

INFLATION COMPARISON EXAMPLE

	Actual FY04-05	Actual FY05-06	Actual FY06-07	Actual FY07-08
General Fund Revenues	\$ 10,643,142	\$ 10,892,299	\$ 11,239,049	\$ 11,904,221
Effective Rate of Revenues	\$ 10,643,142	\$ 10,441,766	\$ 10,500,717	\$ 10,407,746
Deescalating Percent GF	100%	98%	94%	88%
Deescalating Percent CPI	100%	96%	93%	87%
CPI	123.3	128.4	131.4	138.8
CPI Index	100.0	104.1	106.6	112.6
GF Index	100.0	102.3	105.6	111.8

Next, one must find the deescalating rate or percent of dollar value. This calculated value is the effective spending power of a dollar shown as a percent. So, if in year three the value is “93%,” then a dollar (\$1.00) is worth 93% (\$0.93) of what it was in year one. This is calculated by taking the CPI Index base year, subtracting it from the CPI Index current year, adding the CPI Index base year, and dividing it all by 100:

$$[(\text{CPI Index base year} = 100.0) - (\text{CPI Index current year} = 112.6) + (\text{CPI Index base year} = 100.0)] / 100 = \text{Deescalating Percent } 93\%$$

Or

$$(100.0 - 112.6 + 100.0) / 100 = 93\%$$

INFLATION COMPARISON EXAMPLE

	Actual FY04-05	Actual FY05-06	Actual FY06-07	Actual FY07-08
General Fund Revenues	\$ 10,643,142	\$ 10,892,299	\$ 11,239,049	\$ 11,904,221
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CPI	123.3	128.4	131.4	138.8
CPI Index	100.0	104.1	106.6	112.6
GF Index	100.0	102.3	105.6	111.8



Next, one must convert the current revenues to effective revenues. This shows the actual spending level for an organization, controlling for inflation. This is done by multiplying the current revenues by the deescalating percent:

$$(\text{Revenues} = \$11,904,221) * (\text{Deescalating Percent} = 87\%) = \text{Effective Revenues } \$10,407,746$$

Or

$$\$11,904,221 * 87\% = \$10,407,746$$

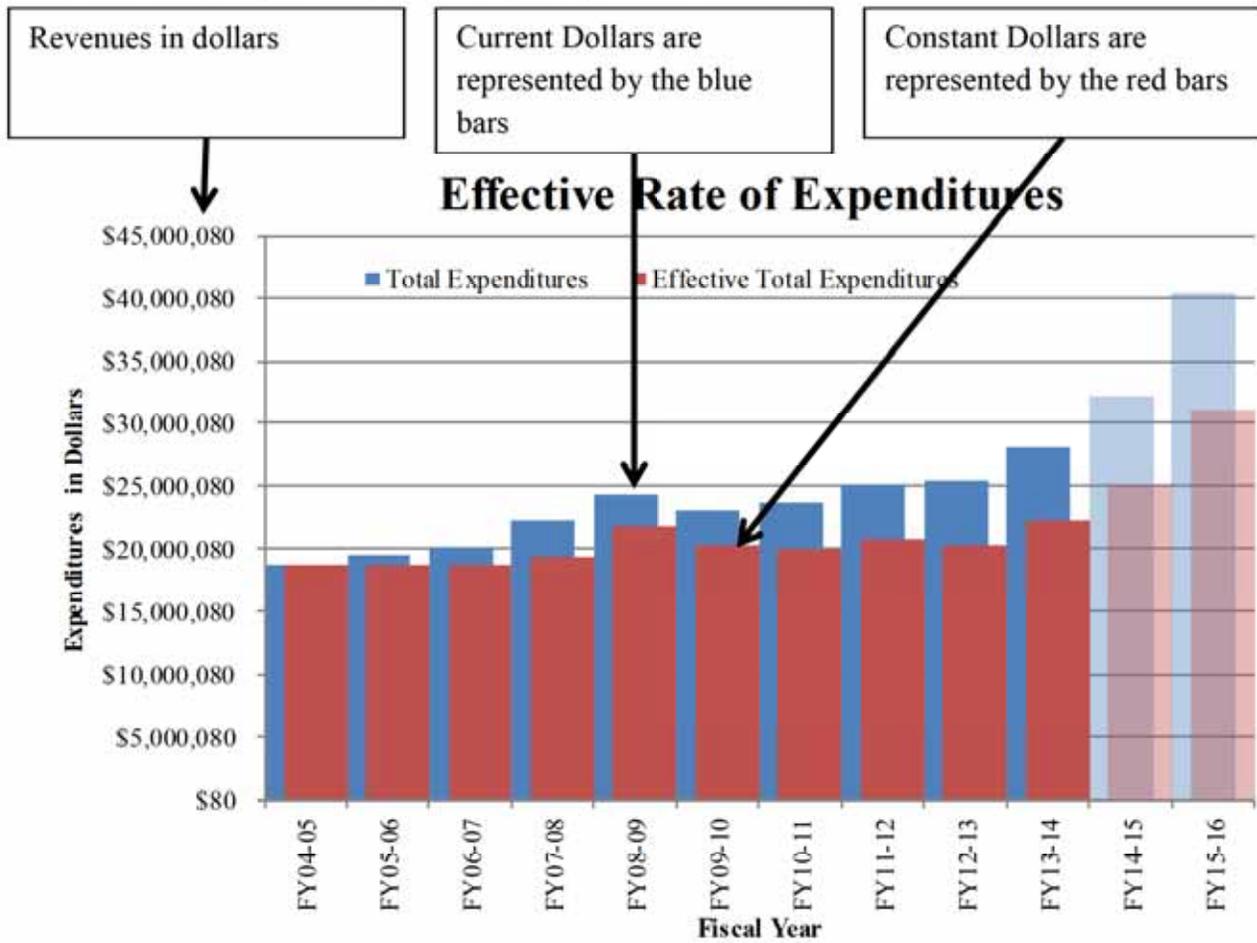
INFLATION COMPARISON EXAMPLE

	Actual FY04-05	Actual FY05-06	Actual FY06-07	Actual FY07-08
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CPI	123.3	128.4	131.4	138.8
CPI Index	100.0	104.1	106.6	112.6
GF Index	100.0	102.3	105.6	111.8

With this calculation you can view the effective revenues compared to the actual revenues which is presented in an example on the next page.



Below is an example of charts found throughout this document:



In addition to the revenue comparison, one can look at the percent differences which is presented with an index.



The steps to calculating the index are as follows:

This step requires the individual to convert the actual revenues into an index. By doing so, one can then compare the CPI Index with the General Fund Index and see if the organization has kept pace with the rate of inflation in the market. This is calculated by dividing actual revenues current year by actual revenues base year, then multiplying that by 100:

$$[(\text{Actual Revenues Current Year} = \$11,904,221) / (\text{Actual Revenues Base Year} = \$10,643,142)] * 100 = \text{General Fund Revenues Index } 111.8$$

Or

$$(\$11,906,221 / \$10,643,142) * 100 = 111.8$$

INFLATION COMPARISON EXAMPLE

	Actual FY04-05	Actual FY05-06	Actual FY06-07	Actual FY07-08
General Fund Revenues	\$ 10,643,142	\$ 10,892,299	\$ 11,239,049	\$ 11,904,221
Effective Rate of Revenues	\$ 10,643,142	\$ 10,441,766	\$ 10,500,717	\$ 10,407,746
Deescalating Percent GF	100%	98%	94%	88%
Deescalating Percent CPI	100%	96%	93%	87%
CPI	123.3	128.4	131.4	138.8
CPI Index	100.0	104.1	106.6	112.6
GF Index	100.0	102.3	105.6	111.8

By using the same steps for calculating the deescalating percent for the CPI, one can calculate the deescalating percent for the General Fund. With these two deescalating percent's and indexes a reader has two options to view the effects of inflation.

Let's look at what can be observed:

Difference between GF and CPI shown as a percent

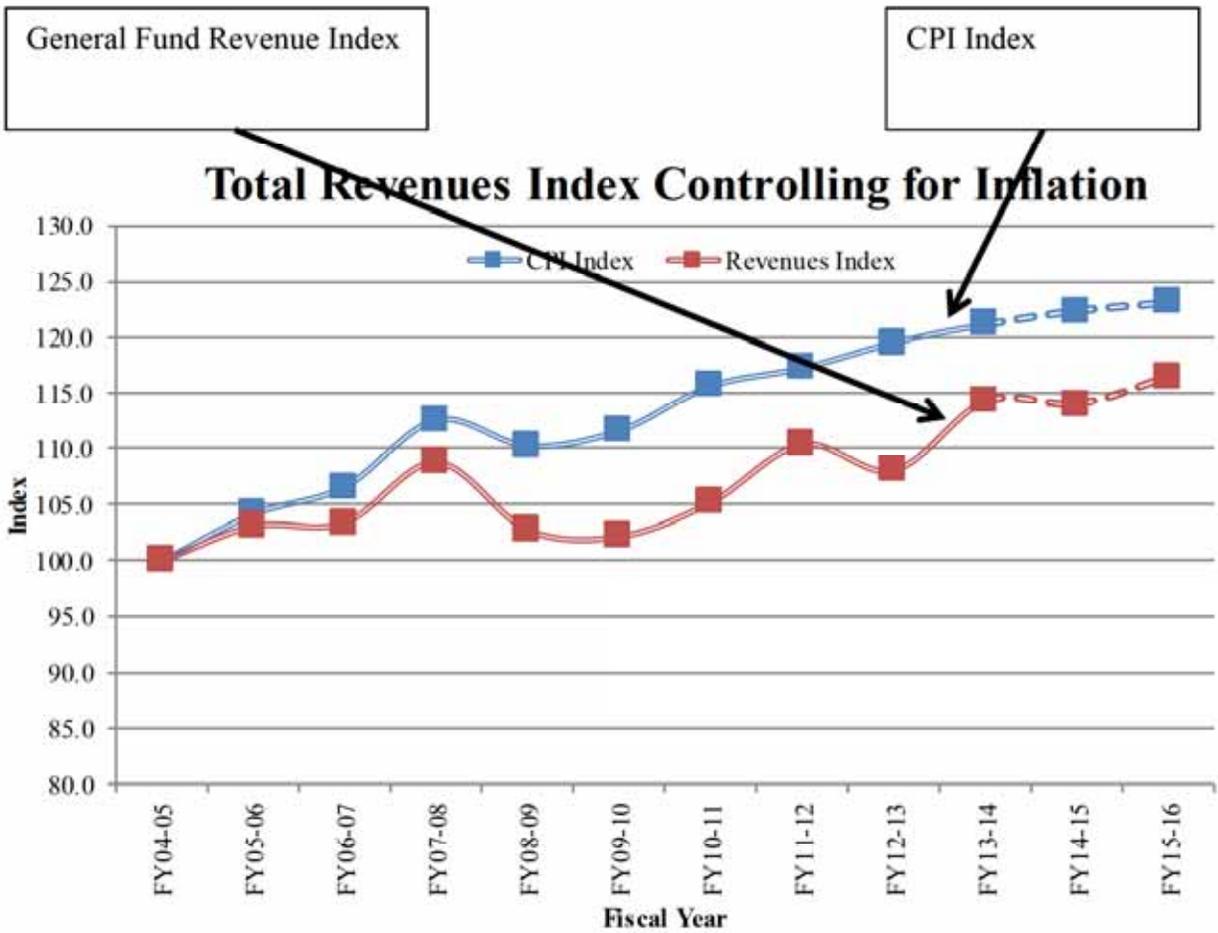
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GF Index	100.0	102.3	105.6	111.8

Difference between GF and CPI shown as an index



The following is an example of charts found throughout this document:



This chart represents a wealth of information. To start, one can identify the rate of inflation detailed by the “CPI Index” or the blue line. Also, one can identify the rate of general fund revenues detailed by the “GF Index” or the red line. This chart shows that the organization maintained revenue generation equal to or close to that of the CPI for the first three to four years. However, in year five one can see that the organization’s revenue generation dropped dramatically. This can be due to a variety of variables, however what it tells the reader is that the organization’s revenues are no longer keeping pace with inflation. The organization essentially has less buying power.

This type of information can be very useful when realizing actual dollar values. The value of a dollar has increased quite a bit in the past ten years, and it is important for municipalities to convey these effects in their budget documents. This information is also useful in justifying employee wage changes, adjustments in multi-year service contracts, and understanding actual costs of vehicles and equipment.



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

CITY OF HENDERSONVILLE

The City of Four Seasons

OFFICE OF THE CITY MANAGER
JOHN F. CONNET

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

May 19th, 2017

The Honorable Barbara G. Volk, Mayor
Members of the City Council
Hendersonville, North Carolina

Dear Mayor Volk and Members of the City Council,

Pursuant to section 159-11 of the North Carolina General Statutes, I am pleased to present the recommended budget for Fiscal Year (FY) 2017-2018 for your review and consideration.

The FY17-18 Budget is based upon information presented and discussed during our City Council/Staff Retreat on February 23rd – 24th, 2017. In addition, the City Council attended a formal Budget Workshop on May 5th, 2017. These meetings provided an avenue for priority setting, fact finding, and general inquiries regarding the City's Budget for FY17-18.

The City maintains six focus areas, provided as follows:

Economic Vitality: Hendersonville is a good place for all business and promotes policies that encourage growth in all areas of our City.

Strong Partnerships: Hendersonville will develop strong partnerships with residents, businesses, other local governments, non-profits and visitors to ensure there is effective two-way communication and effective interaction with City Departments.

Sound Infrastructure: Hendersonville will construct and maintain efficient and accessible roadway, sidewalk, and greenway systems to extend internal and regional connectivity.

Hendersonville will provide high quality water and wastewater services while protecting natural resources and ensuring capacity for sustainable growth.

Numerous Amenities: Hendersonville will advance the beauty, diversity, and well-being of Hendersonville by supporting the community's ability to provide an array of educational, recreational, and cultural activities, events, and programs for residents and visitors of all ages, abilities, and interests.

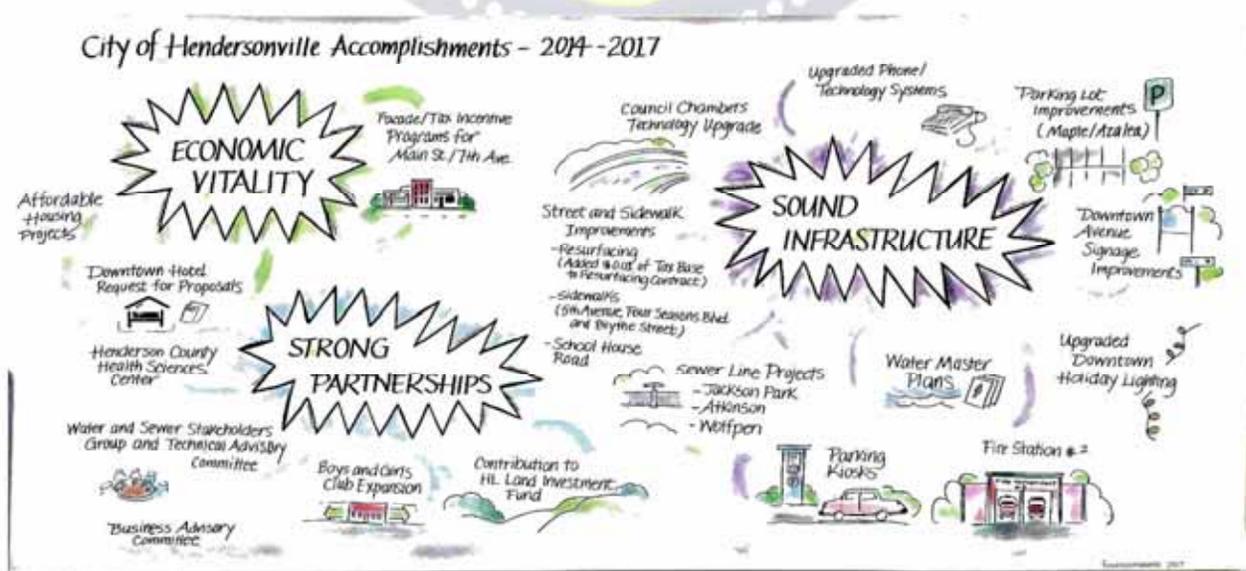
Great Public Services: Hendersonville will provide high quality public services by utilizing excellent customer service to enhance the safety, health, and quality life for our citizens and visitors.



Financial Sustainability: Support fiscal policies and controls that ensure the long-term financial health of the City and enable it to respond to unforeseen challenges and opportunities.

Promote responsible management of public resources to ensure efficient and effective delivery of quality services.

Since the City Council adopted its mission, vision, and focus areas in FY14-15, the City has had many noteworthy accomplishments. We presented some of these at the Council/Staff Retreat in February. Below is the graphic of the wall charts of successes reviewed at the Retreat:



We look to continue to enhance our programs and services in this budget for fiscal year 2017-18.

Additionally, the City Council expanded on their priorities as they related to these focus areas for the next 3 to 5 years. These priority areas were broken into three categories, facilities, parks, and



infrastructure. As we pursue these priorities we will continue to be cognizant of the operating impacts they have on personnel and service delivery/quality throughout the City. The priorities are listed below:

Facilities

1-2 Year Priorities

- Police station
- Public restroom
- Other buildings (building/parks maintenance, water/sewer equipment shed, etc...)
- Begin to explore fire station 3
- Explore renovation options for fire station 1

3-5 Year Priorities

- Customer service renovations
- Parking (deck and surface lots) secure locations

Parks

1-2 Year Priorities

- Whitmire building (parking lot, bridge replacement, flooring)
- Berkeley Mills Park Master Plan (parking, playground, restrooms) – Explore raising private funds
- Expanding parking lot at greenway

3-5 Year Priorities

- Greenways; Other parks

Infrastructure

1-2 Year Priorities

- Streetscape – 7th Avenue (do in phases)
- Streetscape – Main Street Avenues (phase it in)
- Urban Redevelopment Area (URA)
- Streetscape – Main to Grove (if a hotel developer redevelops the Mill property)
- Highway 64 Maintenance (explore costs and feasibility)
- Other Streetscapes
- Water and Sewer Major Projects
- Wastewater Master Plan

3-5 Year Priorities

- Streetscape – 7th to 4th

These priorities will be added into the City's strategic plan and will be discussed further in the *Community and Organization Profile* section of this document.

The following budget message contains an overview of all budgeted funds for FY17-18.



Introduction

The following document contains the City Manager’s final recommendation for the City’s Budget for FY17-18. To briefly describe the process, department heads submit budget requests, management evaluates and adjusts the requests, and finally, the departments meet with management to discuss the adjustments. This process has brought the City to the level detailed throughout this document. The City’s Budget Workshop provided recommendations to further enhance the proposed budget. This document reflects that guidance and recommendations.

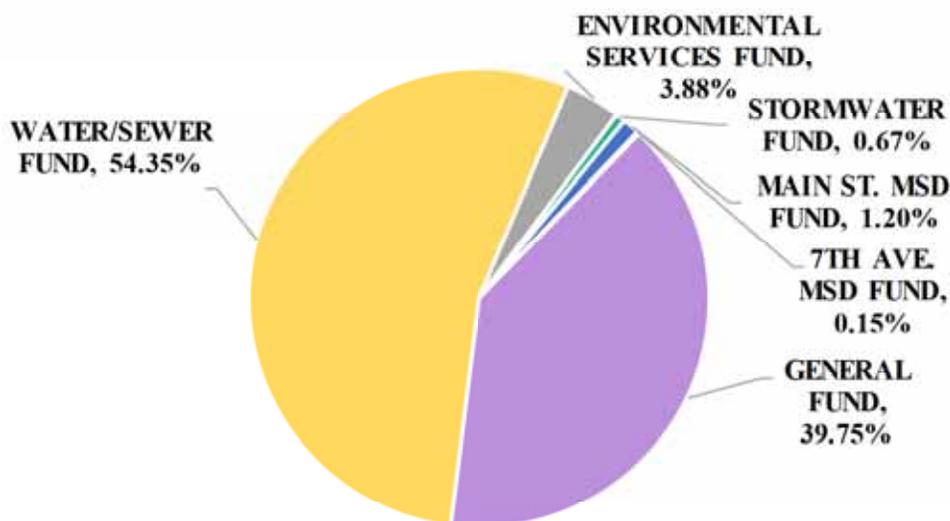
Budget Overview

The City’s FY17-18 Budget includes six (6) major governmental and enterprise funds. The table below presents the budget for each City fund and the total budget in balance:

MAJOR FUNDS OVERVIEW FY17-18

FUND	EXPENDITURES	REVENUES	FUND BALANCE APPROP.
GENERAL FUND	\$ 15,389,143	\$ 14,371,447	\$ 1,017,696
WATER/SEWER FUND	\$ 21,040,194	\$ 15,279,773	\$ 5,760,421
ENVIRONMENTAL SERVICES FUND	\$ 1,502,464	\$ 1,448,200	\$ 54,264
STORMWATER FUND	\$ 260,841	\$ 225,000	\$ 35,841
MAIN ST. MSD FUND	\$ 463,808	\$ 463,808	\$ -
7TH AVE. MSD FUND	\$ 57,827	\$ 57,827	\$ -
SUB-TOTAL	\$ 38,714,277	\$ 31,846,055	\$ 6,868,222
TOTALS IN BALANCE	\$ 38,714,277	\$ 38,714,277	

The chart below presents each major fund as a percent of total expenditures:



General Fund

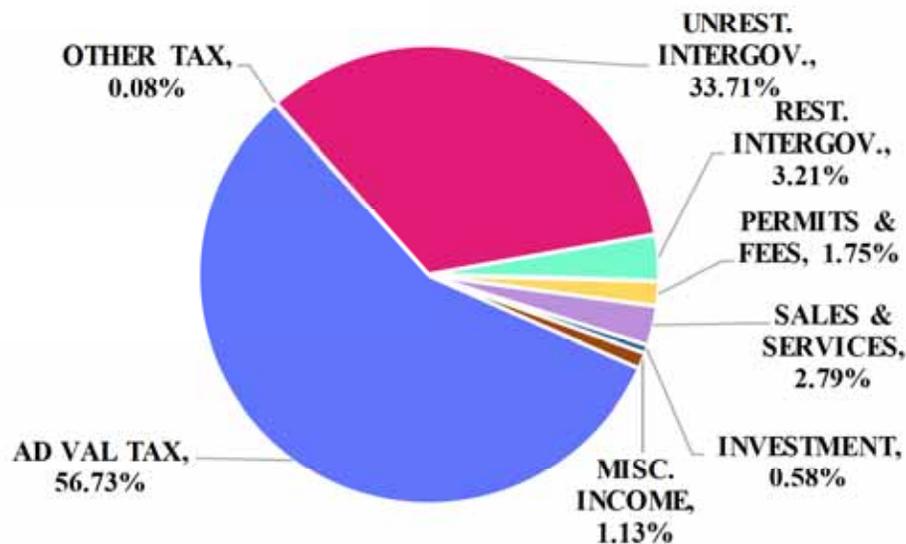
The General Fund is the primary fund in terms of the operating budget. It is “general” because any transaction that cannot be accounted for in another fund must be recorded in the General Fund. The General Fund Budget totals **\$15,389,143** for FY17-18.

General Fund – Revenues

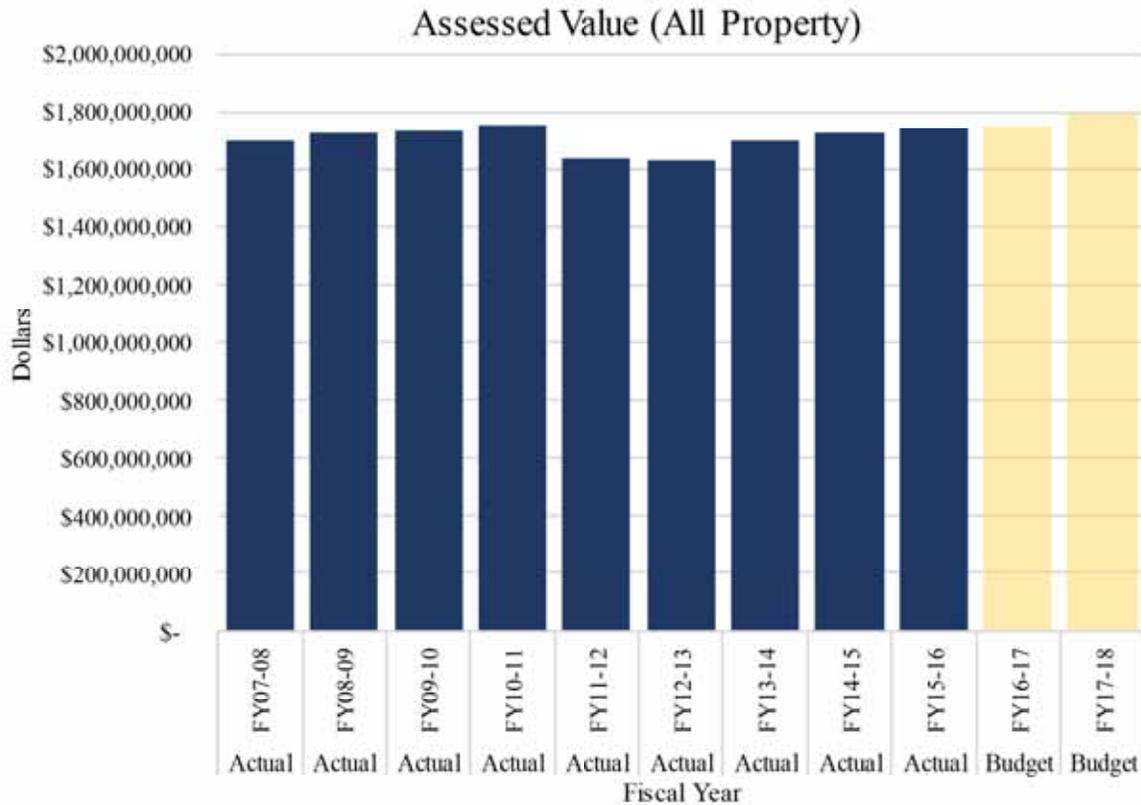
The following section will detail the City’s operating revenues for the General Fund. The total budget for General Fund revenues, excluding “Other Financing Sources”, is **\$14,361,447**. The table below details the City’s General Fund operating revenues by source for FY17-18:

GENERAL FUND REVENUES					*Based on Budget*	
REVENUE SOURCE	BUDGET FY16-17	ESTIMATE FY16-17	BUDGET FY17-18	ESTIMATE FY17-18	DOLLAR CHANGE	PERCENT CHANGE
AD VAL TAX	\$ 7,837,373	\$ 8,072,495	\$ 8,147,201	\$ 8,397,460	\$ 309,828	3.84%
OTHER TAX	\$ 14,620	\$ 15,059	\$ 11,800	\$ 12,162	\$ (2,820)	-18.73%
UNREST. INTERGOV.	\$ 4,632,081	\$ 4,771,044	\$ 4,841,925	\$ 4,990,655	\$ 209,844	4.40%
REST. INTERGOV.	\$ 495,202	\$ 510,058	\$ 461,521	\$ 475,698	\$ (33,681)	-6.60%
PERMITS & FEES	\$ 158,793	\$ 163,557	\$ 251,900	\$ 259,638	\$ 93,107	56.93%
SALES & SERVICES	\$ 364,051	\$ 374,972	\$ 401,300	\$ 413,627	\$ 37,249	9.93%
INVESTMENT	\$ 83,114	\$ 85,608	\$ 83,600	\$ 86,168	\$ 486	0.57%
MISC. INCOME	\$ 167,060	\$ 172,072	\$ 162,200	\$ 167,182	\$ (4,860)	-2.82%
SUB-TOTAL	\$ 13,752,295	\$ 14,164,864	\$ 14,361,447	\$ 14,802,590	\$ 609,152	4.30%
OTHER FINANCING SOURCES	\$ 1,098,452	\$ 330,862	\$ 1,027,696	\$ 197,702	\$ (70,756)	-21.39%
NET TOTAL	\$ 14,850,747	\$ 14,495,726	\$ 15,389,143	\$ 15,000,292	\$ 538,396	3.71%

The chart below presents each revenue source as a percent of total budgeted revenues for FY17-18:



Ad Valorem Tax: Ad valorem taxes encompass the largest portion of the General Fund revenues. These are the most controllable revenues in the City budget. This is not a revaluation year for the City and staff is estimating a **3.23%** increase in taxable value. The City Manager is recommending setting the tax rate at **\$0.47** per **\$100** valuation, a **\$0.01** increase over last fiscal year. This \$0.47 level is estimated to generate **\$7,448,426** in ad valorem tax revenue and **\$600,000** in ad valorem motor vehicle tax revenue for FY17-18. The chart below presents the total assessed value for all property in the City of Hendersonville, less tax exempt property:



The next revaluation of real property is scheduled to occur in two years, FY19-20. This revaluation is a critical piece of the City’s strategic planning and budgeting processes. The City Council includes estimated new future revenues from revaluations in planning for future expenditures. Historically, the last 5 revaluations have had the following effects:

Reval Year	Assessed Value	Percent Change	Tax Rate
FY99-00	\$ 888,057,333	33.35%	\$ 0.45
FY03-04	\$1,157,251,500	16.25%	\$ 0.43
FY07-08	\$1,699,593,100	29.92%	\$ 0.38
FY11-12	\$1,636,627,500	-6.78%	\$ 0.41
FY15-16	\$1,737,261,913	0.76%	\$ 0.46



Unrestricted Intergov. – Sales Taxes: Two and one-half percent of sales tax paid on retail sales in North Carolina represents the local sales tax portion levied by the City and County. These taxes consist of a one percent tax that was first levied in 1971, a one-half cent levied in 1983, a one-half cent levied in 1986 and a one-half cent levied in 2001. Effective October 1, 2007, the state repealed one quarter of the Article 44 local option sales tax authorized in 2003 and effective October 1, 2009, the state repealed the remaining one-quarter cent of that local tax. The first one-quarter cent will be replaced by a payment equal to 50% of the amount each municipality receives from the Article 40 (1983) local sales tax, and the second one-quarter cent will be replaced by a payment equal to 25% of the amount each municipality receives for the Article 39 (1971) local sales tax. The legislation provides for municipalities to be completely reimbursed for the loss of their share of these tax revenues, including growth. The State of North Carolina collects the sales tax and distributes it to the local units. Sales tax revenues are distributed on a proportional ad valorem tax valuation basis in Henderson County. The City of Hendersonville has the second largest ad valorem tax valuation in Henderson County and receives the second largest proportional share of sales tax revenues behind Henderson County.

Local sales tax collections, which closed Fiscal Year 2015-16 strong, have remained perhaps even stronger in Fiscal Year 2016-17. Through the first six months of FY16-17, sales tax distributions were up **5.8%** over the same period in FY15-16. This growth is a good indicator of the local economy, consumer confidence, and recent development trends. It is always important to remember that this is an elastic tax, meaning it may fluctuate greatly year to year. For now, substantial growth seems to be the trend.



The table below displays actual sales tax data in black and estimated collections in blue for FY16-17:

Sales Tax Comparison

Reflects Sales	Collection	FY14-15	FY15-16	FY16-17	\$ Change (FY16 - FY17)	% Change (FY16 - FY17)
July	Oct.	\$ 232,213	\$ 275,879	\$ 268,663	\$ (7,217)	-2.62%
Aug.	Nov.	\$ 233,824	\$ 267,878	\$ 271,415	\$ 3,537	1.32%
Sep.	Dec.	\$ 233,233	\$ 271,367	\$ 276,052	\$ 4,685	1.73%
	Q1	\$ 699,270	\$ 815,124	\$ 816,130	\$ 1,006	0.12%
Oct.	Jan.	\$ 218,643	\$ 232,447	\$ 263,071	\$ 30,624	13.17%
Nov.	Feb.	\$ 230,001	\$ 264,741	\$ 288,644	\$ 23,903	9.03%
Dec.	March	\$ 270,676	\$ 283,077	\$ 320,552	\$ 37,475	13.24%
	Q2	\$ 719,319	\$ 780,265	\$ 872,267	\$ 92,002	11.79%
Jan.	April	\$ 206,281	\$ 226,818	\$ 239,138	\$ 12,320	5.43%
Feb.	May	\$ 195,559	\$ 230,090	\$ 231,965	\$ 1,875	0.81%
March	June	\$ 237,405	\$ 295,454	\$ 297,862	\$ 2,408	0.81%
	Q3	\$ 639,245	\$ 752,362	\$ 768,965	\$ 16,603	2.21%
April	July	\$ 222,258	\$ 281,646	\$ 283,941	\$ 2,295	0.81%
May	August	\$ 263,121	\$ 280,988	\$ 283,278	\$ 2,290	0.81%
June	Sep.	\$ 278,878	\$ 295,504	\$ 297,912	\$ 2,408	0.81%
	Q4	\$ 764,257	\$ 858,138	\$ 865,132	\$ 6,994	0.81%
	Sub-Total	\$ 2,822,091	\$ 3,205,889	\$ 3,322,493	\$ 116,604	3.64%
	Minus Transfers	\$ 103,100	\$ 106,652	\$ 199,350	\$ 92,698	86.92%
	Total	\$ 2,718,991	\$ 3,099,237	\$ 3,123,144	\$ 23,906	0.77%

It is important to note that the City's collections lag the actual taxable sale by four months.

The "Minus Transfers" row reflects a portion of sales tax revenue that is distributed to the City's two municipal service districts (MSDs), based on percentage of assessed value. The Main St. MSD receives 5% of the actual revenues and the 7th Avenue MSD receives 1% of the actual revenues. This continues to be a strong revenue source for the two MSDs.

The FY17-18 Budget includes a conservative 4% increase in sales tax revenues from the FY16-17 estimated final collection. The budget for local sales tax collections in the General Fund is **\$3,507,017**, less \$207,017 in transfers, for a total of \$3,300,000 in FY17-18.

Lastly, there are two proposed bills in the North Carolina General Assembly (NCGA) regarding local sales tax. House Bill 900 Safe Infrastructure and Low Property Tax Act would provide municipalities the option, if approved through a public referendum, to leverage a ¼ cent sales tax within their corporate limits. This local sales tax option could provide an estimated **\$1.4 million** in new revenue. A revenue source like this one is substantial. Senate Bill 0126 Change the LOST Adjustment Factor would change the current adjustment factors for how Article 40 local option sales taxes are distributed to counties and municipalities. The adjustment factors, under this law, would be based on economic



development tier designations. Henderson County is a tier three county. This means the adjustment factor would change from **1.04** under the current system to **0.90** under the proposed law. This would result in an estimated **\$206,000** loss of recurring sales tax revenues for the City of Hendersonville. The changes would be effective July 1st, 2017. The City Council has adopted a strategy of monitoring this bill and if it passes we will use our fund balance to cover any deficits created in the first year, ultimately developing a plan to combat the lost revenue by FY18-19.

Restricted Intergov. – Powell Bill Street Allocation: Two years ago, the General Assembly eliminated the tie between the gas tax and Powell Bill funds and instead made the Powell Bill a direct appropriation of state dollars. The General Assembly could choose to adjust the amount of Powell Bill funds during its budget process during the long session this year, but the best projection at this time is that there will be no change in the coming fiscal year.

In addition to Powell Bill funds provided by the State, the City contributes approximately one penny worth of property tax revenue to the program. The total funding budgeted for the Powell Bill line item in FY17-18 is **\$461,521**.

In addition to the Powell Bill funds, this revenue source accounts for various other restricted intergovernmental contributions. In FY16-17 the City received contributions from the Tourism Development Authority (TDA) to assist in a downtown hotel study and barricades for large events.

Permits & Fees: The City's fire inspection program started in January of FY16-17. Starting in FY17-18 we will see a full fiscal year of inspection revenues. These revenues are conservatively budgeted to total **\$200,000**. This is the main reason for the increase in the permits and fees revenue source for FY17-18.

Fund Balance: The North Carolina Local Government Commission recommends that local governments maintain a minimum available fund balance of no less than eight percent (8%) of expenditures. The City of Hendersonville's fund balance goal is a range between **25%-35%**. Anything in excess of 35% can be transferred to the Capital Reserve Fund at the City Manager's discretion. If the available fund balance drops below the 25% mark, then the City Manager has to present a plan to Council as to how to achieve the adopted goal. The City of Hendersonville's available fund balance as of June 30, 2016 is **5,091,043**, or **34.26%** of budgeted expenditures. The proposed FY17-18 budget estimates a year end fund balance appropriation of **\$197,701**. The estimated available fund balance at the end of FY17-18 is **\$5,222,397** or **34.06%** of expenditures. The total fund balance for the General Fund totals **\$7,381,399** as of June 30th, 2016. By the year end of FY17-18 the total fund balance is estimated to be **\$6,852,836**. This is a strong fund balance and is well within City Council's stated goal.



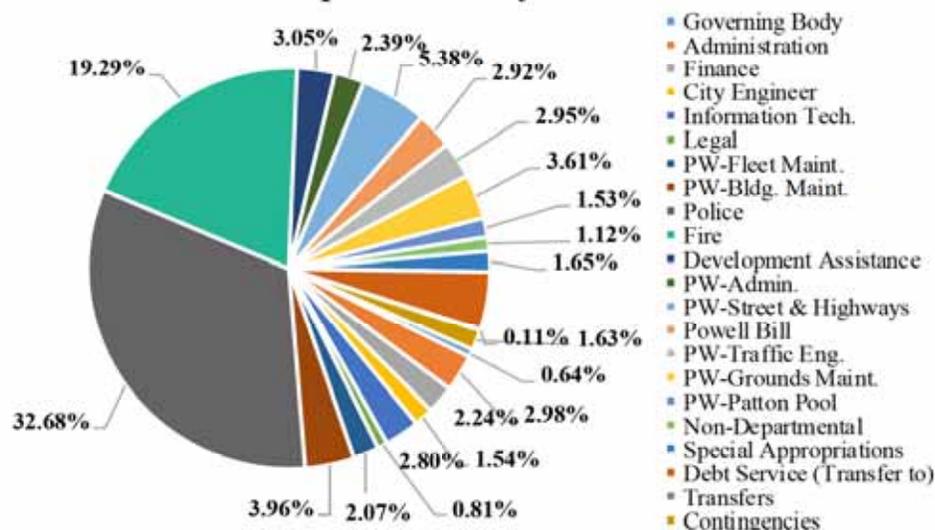
General Fund – Expenditures

The total budget for General Fund expenditures is \$15,389,143. The table below details the City’s General Fund expenditures by function for FY17-18:

EXPENDITURE FUNCTION	FY15-16 ACTUAL	FY16-17 REVISED BUD	FY17-18 ADOPTED	DOLLAR CHANGE
Governing Body	\$ 82,857	\$ 83,388	\$ 97,903	\$ 14,515
Administration	\$ 550,692	\$ 949,232	\$ 458,273	\$ (490,959)
Finance	\$ 425,242	\$ 419,395	\$ 345,294	\$ (74,101)
City Engineer	\$ 191,665	\$ 221,240	\$ 236,946	\$ 15,706
Information Tech.	\$ 348,521	\$ 380,639	\$ 430,986	\$ 50,347
Legal	\$ 109,650	\$ 121,752	\$ 124,827	\$ 3,075
PW-Fleet Maint.	\$ 298,249	\$ 348,755	\$ 318,257	\$ (30,498)
PW-Bldg. Maint.	\$ 453,641	\$ 746,327	\$ 608,674	\$ (137,653)
Police	\$ 4,289,445	\$ 4,677,920	\$ 5,028,414	\$ 350,494
Fire	\$ 2,107,927	\$ 2,419,937	\$ 2,967,937	\$ 548,000
Development Assistance	\$ 468,952	\$ 468,097	\$ 468,867	\$ 770
PW-Admin.	\$ 327,996	\$ 364,230	\$ 367,646	\$ 3,416
PW-Street & Highways	\$ 805,606	\$ 818,518	\$ 828,689	\$ 10,171
Powell Bill	\$ 475,874	\$ 476,280	\$ 448,682	\$ (27,598)
PW-Traffic Eng.	\$ 455,754	\$ 423,484	\$ 453,740	\$ 30,256
PW-Grounds Maint.	\$ 534,970	\$ 534,252	\$ 555,135	\$ 20,883
PW-Patton Pool	\$ 273,833	\$ 262,933	\$ 236,154	\$ (26,779)
Non-Departmental	\$ 11,891	\$ 185,874	\$ 172,110	\$ (13,764)
Special Appropriations	\$ 119,380	\$ 255,191	\$ 253,868	\$ (1,323)
Debt Service (Transfer to)	\$ 1,118,773	\$ 633,723	\$ 718,956	\$ 85,233
Transfers	\$ 978,121	\$ 58,228	\$ 16,611	\$ (41,617)
Contingencies	\$ -	\$ 7,141	\$ 251,174	\$ 244,033
Total	\$ 14,429,040	\$ 14,856,536	\$ 15,389,143	\$ 532,607

The chart below presents each function as a percent of total budgeted expenditures for FY17-18:

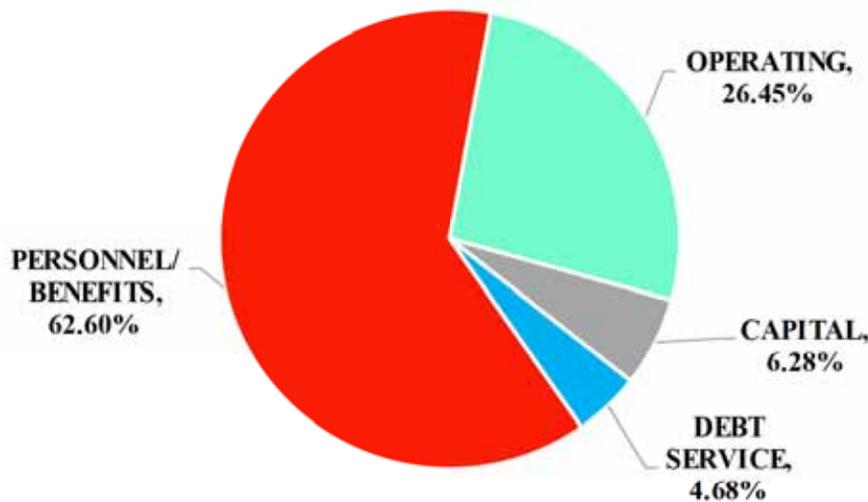
General Fund Expenditures by Function FY17-18



The table below details the City’s General Fund expenditures by type for FY17-18:

GENERAL FUND EXPENDITURES					*Based on Budget*	
EXPENDITURE TYPE	BUDGET FY16-17	ESTIMATE FY16-17	BUDGET FY17-18	ESTIMATE FY17-18	DOLLAR CHANGE	PERCENT CHANGE
PERSONNEL/BENEFITS	\$ 8,570,910	\$ 8,356,001	\$ 9,622,583	\$ 9,380,294	\$ 1,051,673	12.27%
OPERATING	\$ 4,301,737	\$ 4,193,874	\$ 4,065,468	\$ 3,943,217	\$ (236,269)	-5.49%
CAPITAL	\$ 1,286,149	\$ 1,253,900	\$ 965,525	\$ 941,214	\$ (320,624)	-24.93%
DEBT SERVICE	\$ 633,723	\$ 633,723	\$ 718,956	\$ 718,956	\$ 85,233	13.45%
SUB-TOTAL	\$ 14,792,519	\$ 14,437,498	\$ 15,372,532	\$ 14,983,681	\$ 580,013	3.92%
TRANSFERS OUT	\$ 58,228	\$ 58,228	\$ 16,611	\$ 16,611	\$ (41,617)	-71.47%
NET TOTAL	\$ 14,850,747	\$ 14,495,726	\$ 15,389,143	\$ 15,000,292	\$ 538,396	3.63%

The chart below presents each expenditure type as a percent of total budgeted expenditures for FY17-18:



Personnel and benefits type expenditures make up the largest portion of General Fund expenditures, at approximately 62% of the total budget. Operating expenditures make up another large portion at 26% of the total budget. The remainder of the General Fund budget is spent on capital and debt service.

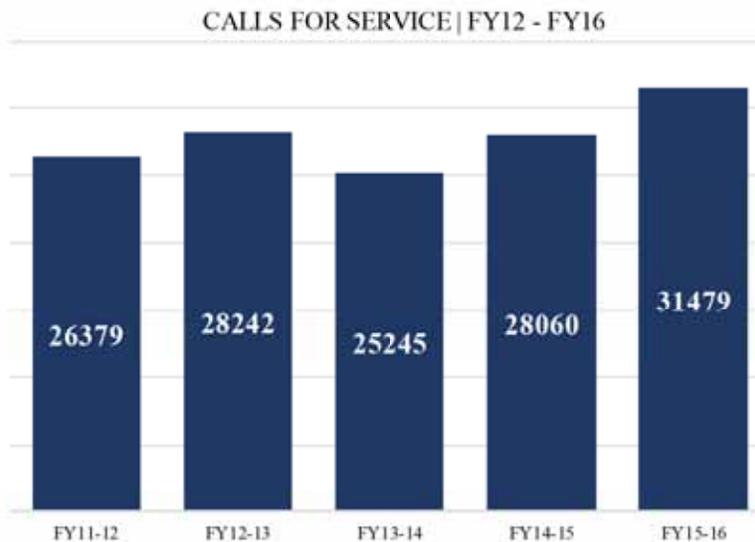
Personnel/Benefits: Personnel and benefits type expenditures include salaries, stipends, insurance, retirement contributions, and respective taxes (i.e. income tax, etc...). The total increase, for this expenditure type, between the FY16-17 and FY17-18 budgets is \$1,051,673, or +12.27%. This large increase is a result of a 25% increase in health insurance premiums and new positions. The remainder of the increase is due to natural growth from merit and market increases. The performance based pay program amounts are currently not scheduled to change



(+1.00% Achieves/+1.75% Exceeds/+2.50% Outstanding). The market, “cost-of-living”, adjustment is proposed to be 1.00%. The following positions were discussed at City Council’s budget workshop and were recommended to be added to the FY17-18 budget:

1. New Grade Minimums and Years in Service Compression Adjustment of the Pay & Class Study ≈ **\$151,174**
2. 2 Animal Control Officer ≈ **\$123,725** (plus vehicles/equipment **\$105,000**)
 - a. A penny on the tax rate is proposed to be increased to fund these positions
3. 3 Firefighter Positions (1 per shift) ≈ **\$169,399**
4. 1 Street Maintenance Worker Positions ≈ **\$41,314**
 - a. Funding was adjusted from a temporary position and other operating costs to help pay for this additional position without increasing the budget
5. 1 Tele-communicator Position ≈ **\$48,320**

The new positions total an estimated **\$382,758**, of additional recurring expenditures. These positions were prioritized based on the goal of getting the Fire Department staffing to a minimum acceptable level in terms of safety on the fire-ground and in accordance with the Fire Dept. Strategic Plan. The additional tele-communicator is needed to provide at least 2 personnel working per shift in dispatch to address the increasing call volumes and service demands. A chart detailing total calls for service is provided below:



The additional hire will drop the calls per FTE employee from 5,246 to 4,497.

Two animal control officers are recommended to be hired because the County will no longer provide animal control services within municipalities. One additional penny on the tax rate is recommended to provide funding for these positions. An additional street maintenance worker is needed to assist in the growing resurfacing demands. This position was hired through the reduction of temporary salaries and other operating expenditures.



The pay and classification program has been a priority of the City Council and was completed this fiscal year. A consultant provided this information to Council in March of 2017 and the City Council directed staff to determine what is financially feasible, while having a substantial impact on our employees. The final recommendation is to implement two of the three pieces of the plan. This recommendation includes adopting the new pay scale and new grade minimums in addition to adding in a compression adjustment for years in service. The total cost for these two pay and classification adjustments is estimated to be **\$151,174**.

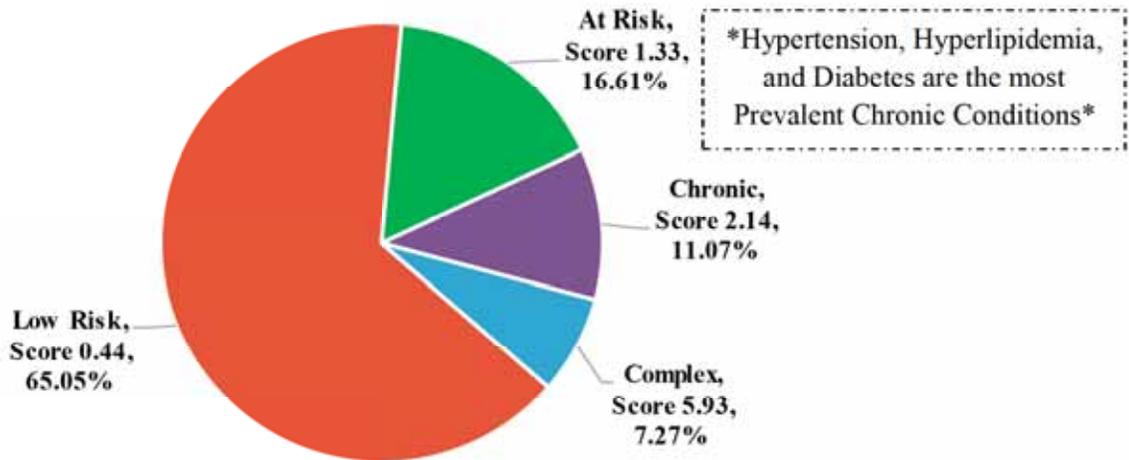
The 25% increase in health insurance premiums is the final variable that lead to the million dollar increase in personnel and benefits type expenditures. The original increase was **45%** however, the increased was capped at **25%**, thanks to the League's pool of customers. This increase will cost the City approximately **\$350,000** annually across all funds. Some key performance indicators are listed below:

- 2015 Claims Paid = **\$1.25 million** | 2016 Claims Paid = **\$1.69 million**
 - ≈ **30%** increase over prior year
- **24%** of Claims are for Pharmacy/Rx (there are a growing number of expensive specialty drugs being prescribed)
- Large Claims (> \$20,000) Costs Increased by **\$444,281**
 - ≈ **144%** increase over prior year
- Emergency Room Visits Decreased by ≈ **41%**
- On Average **10%** of Members were Non-Compliant for Mandatory Preventative Screenings (i.e., physical exams, colonoscopies, mammograms, etc...)

While some of the information, like a decrease in emergency room visits, was positive, there were some concerning performance indicators. One of the biggest factors in rate setting is our total expense ratio, which compares how much we contributed to the plan to what the total claims actually cost. Our ratio for 2016 was **112.9%** or claims costing **12.9%** more than what we contributed. A provider is typically looking for a ratio of **92%** as a baseline, due to inflation as it relates to medical products and services. Additionally, a provider will consider risk factors, or how much a customer is expected to cost compared to an average risk population, when determining customer contribution levels.



The City’s population risk stratification is detailed below:



The “Score” represents the average level of risk on the MARA risk stratification scale. This scale is used to estimate future claims. Over the prior year, we are seeing an increase from employees in the “At Risk” category to the “Chronic” category of 5 percentage points. This projected risk, increasing Rx costs, and our total expense ratio, totaling almost 20 percentage points higher than the 92% level, is what lead to our 25% increase.

City Council has directed staff to develop a plan to provide incentives for meeting certain wellness program goals (cost sharing if in non-compliance). Additionally, staff is recommending that the employee deductible as part of the MERP be increased from \$500 to \$1,000. This means that the employee is now possibly responsible for costs up to \$3,700, previously \$3,350. This adjustment results in an approximate \$25,000 savings in claims the City pays. Finally, staff will continue to monitor and improve the City’s wellness program. In addition to the program basics, the committee that leads this program conducts an annual benefits fair for employees, provides employee trainings and educational workshops, sponsors a “Big Change” training program for employees (application basis), and are exploring the possibility of having an on-site wellness clinic for employees. This clinic would be staffed with registered nurses and provide employees an easy way to get basic health checks. The wellness program has strong support from the employee base and has been a well-received program. While the benefits are indirect and difficult to measure, management believes this is a great program that encourages wellness and healthy lifestyles within the City. The Wellness Committee meets regularly and continues to evaluate and make changes to the program. The clinic is a top priority and the Committee continues to work with staff and management to evaluate ways to fund this initiative.



Operating: Operating type expenditures include everything that is not considered capital, salaries/benefits, or debt, so it includes a wide array of accounts and expenditures. The change between the FY16-17 and FY17-18 budgets is a decrease of **\$236,269**, or **-5.49%**.

Approximately half of this decrease is from a decrease in transfers to other projects. Another significant portion comes from decreases in smaller non-capital projects that are being completed in FY16-17. In the budget process departments adjusted approximately **\$250,000** out of their requests. This request includes **\$100,000** budgeted for special appropriations.

There are no major recommended changes for the General Fund operating budget.

Capital: Capital type expenditures are physical or intangible assets with an initial value greater than \$5,000 and a projected useful life greater than 5 years. These typically include infrastructure, buildings, vehicles, software, and equipment. The change between the FY16-17 and FY17-18 budgets is a decrease of **\$320,624**, or **-24.93%**. Fluctuations in capital spending from year to year is normal, and the current request for **\$965,525** is in line with historical averages. Some highlights of this year's requests are 5 police vehicles, Tom's Park bridge replacement, a pavement condition survey, Patton and Sullivan park improvements, gateway signage, a skid steer replacement, and AED replacements.

Again, there are no major recommended changes for the General Fund capital budget.

Debt Service: Debt service type expenditures are those associated with the payment of principal and interest owed by the City. The change between the FY16-17 and FY17-18 budget is an increase of **\$85,233**, or **13.45%**. This increase is due to the addition of a debt service note for a new fire engine, approved in last year's budget.

To make certain 1-2 year priorities discussed at the Council retreat possible, the City will need debt issuances to help pay for the projects. Considering those priorities and financial sustainability, the City Manager recommends beginning the Police Headquarters and Patton Park Maintenance Building/Public Parking/Restrooms projects in FY17-18. Capital project ordinances and reimbursement resolutions will be proposed for each project with debt proceeds being the primary funding source upon completion of these projects. A parking deck is on the radar and may work well with the Police Headquarters project if the opportunity presents itself. For now, a parking deck is not included in this recommendation. Additionally, the City is working in a public-private partnership to redevelop the old Grey Hoisery Mill for a downtown hotel use. As part of this partnership the City will provide streetscape improvements to enhance the redevelopment's connection with Main Street. The streetscape improvements are proposed to be funded through a debt issuance using the revenues from the sale of the Mill building as the source of repayment. This debt issuance is dependent on the Mill being redeveloped.

More detail can be found in the *Community and Organization Profile* and *Financial Summaries* sections of this document.



Main Street MSD Fund

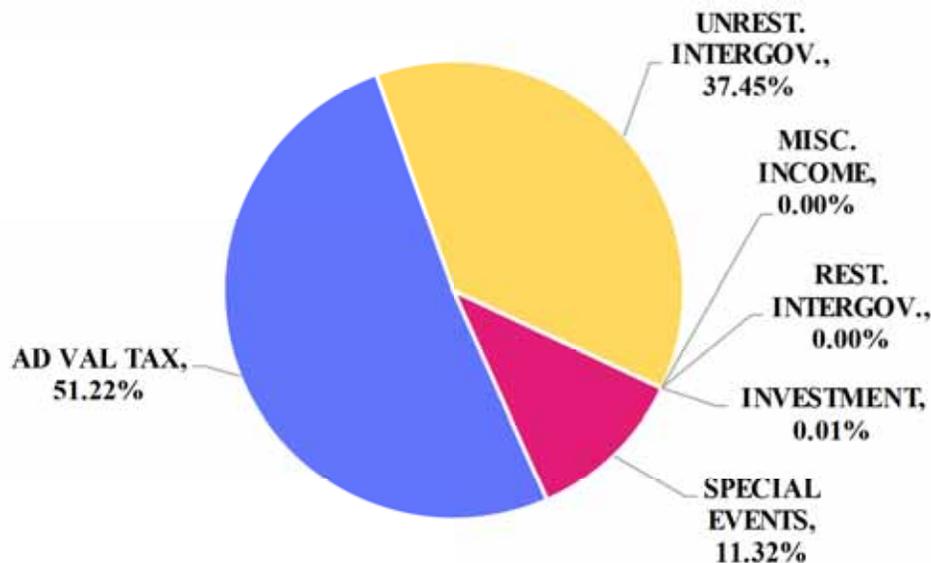
The Main St. MSD Fund is a municipal service district (MSD) within the City of Hendersonville. The tax rate for the MSD is **\$0.28** per **\$100** valuation. The Fund supports one full-time and one part-time employee which manage the budget, events, and services that occur in the district.

Main Street MSD Fund – Revenues

The following section will detail the City’s operating revenues for the Main St. MSD Fund. The Main St. MSD Fund has six primary revenue sources. The total budget for the Main St. MSD Fund revenues, excluding “Other Financing Sources”, is **\$463,808**. The table below details the City’s Main St. MSD Fund revenues by source for FY17-18:

MAIN ST. MSD FUND REVENUES					*Based on Budget*	
REVENUE SOURCE	BUDGET FY16-17	ESTIMATE FY16-17	BUDGET FY17-18	ESTIMATE FY17-18	DOLLAR CHANGE	PERCENT CHANGE
AD VAL TAX	\$ 237,725	\$ 242,480	\$ 237,574	\$ 242,325	\$ (151)	-0.06%
UNREST. INTERGOV.	\$ 154,086	\$ 157,168	\$ 173,684	\$ 177,158	\$ 19,598	12.72%
REST. INTERGOV.	\$ 20,098	\$ 20,500	\$ -	\$ -	\$ (20,098)	-100.00%
INVESTMENT	\$ 50	\$ 51	\$ 50	\$ 51	\$ -	0.00%
MISC. INCOME	\$ 1,000	\$ 1,020	\$ -	\$ -	\$ (1,000)	-100.00%
SPECIAL EVENTS	\$ 143,192	\$ 146,056	\$ 52,500	\$ 53,550	\$ (90,692)	-63.34%
SUB-TOTAL	\$ 556,151	\$ 567,274	\$ 463,808	\$ 473,084	\$ (92,343)	-16.60%
OTHER FINANCING SOURCES	\$ 12,500	\$ -	\$ -	\$ -	\$ (12,500)	-100.00%
NET TOTAL	\$ 568,651	\$ 567,274	\$ 463,808	\$ 473,084	\$ (104,843)	-18.44%

The chart below presents each revenue source as a percent of total budgeted revenues for FY17-18:



Ad Valorem Tax: Ad valorem taxes encompass the greatest share of revenue at **\$237,574** or **51.22%** of all revenue. This number is in line with last year's budget. Ad valorem taxes are not projected to increase significantly in the coming year. The City Manager recommends that the tax rate remain at **\$0.28** per **\$100** valuation.

Unrestricted Intergov. – Sales Taxes: The Main St. MSD Fund receives a portion of local option sales tax revenue each fiscal year. The FY17-18 budget, continues the proportional method of sales tax distribution based on assessed value. The Main St. MSD Fund makes up approximately **5%** of the City's total assessed value. This equates to a **\$173,684** portion of total local option sales tax revenues. This is a **\$19,598** increase over the prior year.

Restricted Intergov. – TDA Contribution: In FY16-17 the Main St. MSD Fund received **\$20,000** from the Tourism Development Authority (TDA) to purchase enhanced decorative lighting for the district during the holidays. The original plan was to purchase these lights in phases, however with the TDAs help we were able to purchase all the lights needed for the full upgrade to the entire district. We do not foresee any restricted intergovernmental revenues at this point in the budget preparation process. If revenues become available, this revenue source will be amended during the budget year.

Special Events: There are four Main St. events that generate revenue, five in total. The events and the amount of revenue they generate is listed below:

- Bearfootin' Public Art – \$44,000
- Rhythm & Brews – \$0 [see description on 501©(3)]
- Sidewalk Antique Festival – \$6,000
- Trick or Treat Street – \$1,000
- Holiday Events – \$0

Typically, these revenues are expended on the costs to provide the event. Some events do not break even and require funds from other Main St. MSD revenue sources (like ad valorem tax and sales taxes). Additionally, this year the budget decreased significantly in special events revenue, approximately **\$90,692**. This is the result of moving one of the events to be ran under a local 501©(3), the Friends of Downtown organization. This organization will run the Rhythm & Brews event and be supported by the City's Downtown Program and Committee.

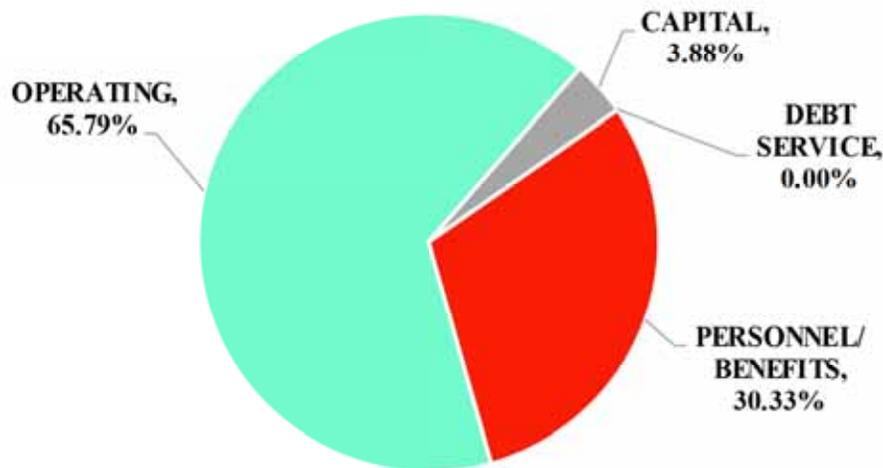


Main Street MSD Fund – Expenditures

The total budget for Main St. MSD Fund expenditures is **\$463,808**. This is \$104,843 less than the current year’s budget. The table below details the City’s Main St. MSD Fund expenditures by type for FY17-18:

MAIN STREET MSD FUND EXPENDITURES					*Based on Budget*	
EXPENDITURE TYPE	BUDGET FY16-17	ESTIMATE FY16-17	BUDGET FY17-18	ESTIMATE FY17-18	DOLLAR CHANGE	PERCENT CHANGE
PERSONNEL/BENEFITS	\$ 137,872	\$ 135,115	\$ 140,681	\$ 137,867	\$ 2,809	2.04%
OPERATING	\$ 408,141	\$ 399,978	\$ 305,127	\$ 299,024	\$ (103,014)	-25.24%
CAPITAL	\$ 10,200	\$ 9,996	\$ 18,000	\$ 17,640	\$ 7,800	76.47%
DEBT SERVICE	\$ 12,438	\$ 12,189	\$ -	\$ -	\$ (12,438)	-100.00%
SUB-TOTAL	\$ 568,651	\$ 557,278	\$ 463,808	\$ 454,532	\$ (104,843)	-18.44%
TRANSFERS OUT	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
NET TOTAL	\$ 568,651	\$ 557,278	\$ 463,808	\$ 454,532	\$ (104,843)	-18.44%

The chart below presents each expenditure type as a percent of total budgeted expenditures for FY17-18:



Operating expenditures make up the largest portion of total expenditures at **65.79%** while personnel/benefits make up another large portion at **30.33%** of total expenditures for FY17-18. Events are a major expense related with the Main St. MSD Fund and are included in the operating expenditure type.



Personnel/Benefits: The MSD is supported by one full-time, one permanent part-time, and two temporary employees. They are the Downtown Director, Promotions Coordinator, and Downtown Ambassadors. The increase in this type of expenditure is small and reflects projected market and merit increases for employees, in addition to rising healthcare costs.

Operating Expenditures: The regular operating expenditures for the MSD have decreased dramatically. Discussed in the revenues section, the costs associated with the Rhythm and Brews event have been allocated to a 501©(3) that is now running the event, with the assistance of the City’s Downtown Program. Some other operational highlights are funds budgeted for toe catch grinding along the MSD sidewalks and the continued façade grant program.

Capital: The one CIP item that is in the budget for FY17-18 is the electric panel upgrades on Main Street. Two electric panels will be upgraded to more effectively handle the electric demands during special events. Additionally, funding is allocated to upgrade smaller electric outlets along light poles on the avenues.

Debt Service: Debt service type expenditures decreased by **\$12,438**, and has a budget of **\$0** for FY17-18. The City received debt proceeds to purchase six parking kiosks in FY15-16. Staff determined that since revenues from these kiosks goes into the General Fund, that the General Fund should assume the cost of paying for this debt service note.



7th Avenue MSD Fund

The City of Hendersonville has a second municipal service district (MSD) that runs along 7th Avenue. The tax rate for the MSD is **\$0.12** per **\$100** valuation. The Fund supports street and traffic lights, beautification efforts, advertising, and special events.

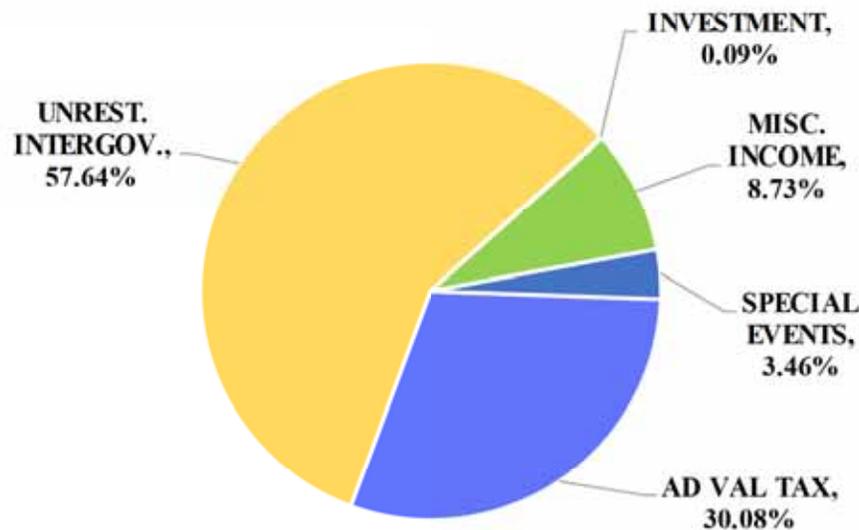
7th Avenue MSD Fund – Revenues

The following section will detail the City’s operating revenues for the 7th Avenue MSD Fund. The 7th Avenue MSD Fund has five primary revenue sources. The total budget for the 7th Avenue MSD Fund revenues, excluding “Other Financing Sources”, is **\$57,827**.

The table below details the City’s 7th Avenue MSD Fund revenues by source for FY17-18:

7TH AVENUE MSD FUND REVENUES					<i>*Based on Budget*</i>	
REVENUE SOURCE	BUDGET FY16-17	ESTIMATE FY16-17	BUDGET FY17-18	ESTIMATE FY17-18	DOLLAR CHANGE	PERCENT CHANGE
AD VAL TAX	\$ 16,775	\$ 17,027	\$ 17,394	\$ 17,655	\$ 619	3.69%
UNREST. INTERGOV.	\$ 27,428	\$ 27,839	\$ 33,333	\$ 33,833	\$ 5,905	21.53%
INVESTMENT	\$ 25	\$ 25	\$ 50	\$ 51	\$ 25	100.00%
MISC. INCOME	\$ 5,100	\$ 5,177	\$ 5,050	\$ 5,126	\$ (50)	-0.98%
SPECIAL EVENTS	\$ 5,035	\$ 5,111	\$ 2,000	\$ 2,030	\$ (3,035)	-60.28%
SUB-TOTAL	\$54,363	\$55,178	\$57,827	\$58,694	\$ 3,464	6.37%
OTHER FINANCING SOURCES	\$ 11,190	\$ -	\$ -	\$ -	\$ (11,190)	-100.00%
NET TOTAL	\$65,553	\$55,178	\$57,827	\$58,694	\$ (7,726)	-11.79%

The chart below presents each revenue source as a percent of total budgeted revenues for FY17-18:



Ad Valorem Tax: Ad valorem taxes encompass the second greatest share of revenue at **\$17,394** or **30.08%** of all revenue. The City Manager recommends that the tax rate remain at **\$0.12** per **\$100** valuation.

Unrestricted Intergov. – Sales Taxes: The 7th Avenue MSD Fund receives a portion of local option sales tax revenue each fiscal year. The FY17-18 budget, continues the proportional method of sales tax distribution based on assessed value. The 7th Avenue MSD Fund makes up approximately **1%** of the City's total assessed value. This equates to a **\$33,333** portion of total local option sales tax revenues. This increase makes unrestricted intergovernmental revenue the largest revenue source at **57.64%** of all revenues.

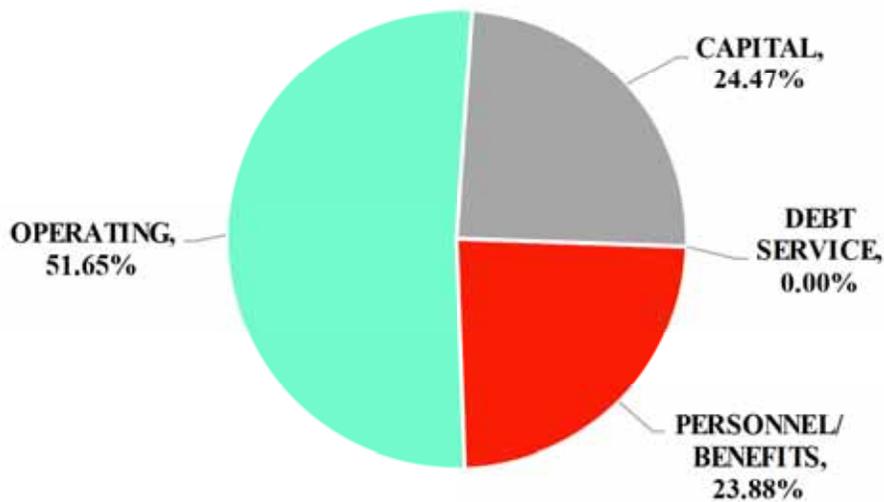


7th Avenue Historic District – Expenditures

The total budget for 7th Avenue MSD Fund expenditures is \$57,827. The table below details the City’s 7th Avenue MSD Fund expenditures by type for FY17-18:

EXPENDITURE TYPE	7TH AVENUE MSD FUND EXPENDITURES				*Based on Budget*	
	BUDGET FY16-17	ESTIMATE FY16-17	BUDGET FY17-18	ESTIMATE FY17-18	DOLLAR CHANGE	PERCENT CHANGE
PERSONNEL/BENEFITS	\$ 10,498	\$ 10,288	\$ 13,808	\$ 13,532	\$ 3,310	31.53%
OPERATING	\$ 44,690	\$ 43,796	\$ 29,870	\$ 29,273	\$ (14,820)	-33.16%
CAPITAL	\$ 10,365	\$ 10,158	\$ 14,149	\$ 13,866	\$ 3,784	36.51%
DEBT SERVICE	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
SUB-TOTAL	\$ 65,553	\$ 64,242	\$ 57,827	\$ 56,670	\$ (7,726)	-11.79%
TRANSFERS OUT	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
NET TOTAL	\$ 65,553	\$ 64,242	\$ 57,827	\$ 56,670	\$ (7,726)	-11.79%

The chart below presents each expenditure type as a percent of total budgeted expenditures for FY17-18:



Operating expenditures make up the largest portion of total expenditures at 51.65% while capital expenditures make up another large portion at 24.47% of total expenditures for FY17-18.

Personnel/Benefits: The 7th Avenue MSD Fund contributes to the cost of salary and benefits for the Downtown Director and Promotions Coordinator. These positions will be working directly for the district. The Fund is paying for approximately 10% of their costs.



Operating Expenditures: In FY16-17 the 7th Avenue MSD Fund paid for a streetscape study and design. This is the primary difference in year to year costs for operating type expenditures.

Capital: This funding will go towards Locust St. and 7th Avenue infrastructure upgrades. The Seventh Avenue Advisory Committee has directed the City to look into landscaping upgrade for the historic train depot, additional hanging baskets, and/or retractable awnings to assist farmer's market vendors.



Water & Sewer Fund

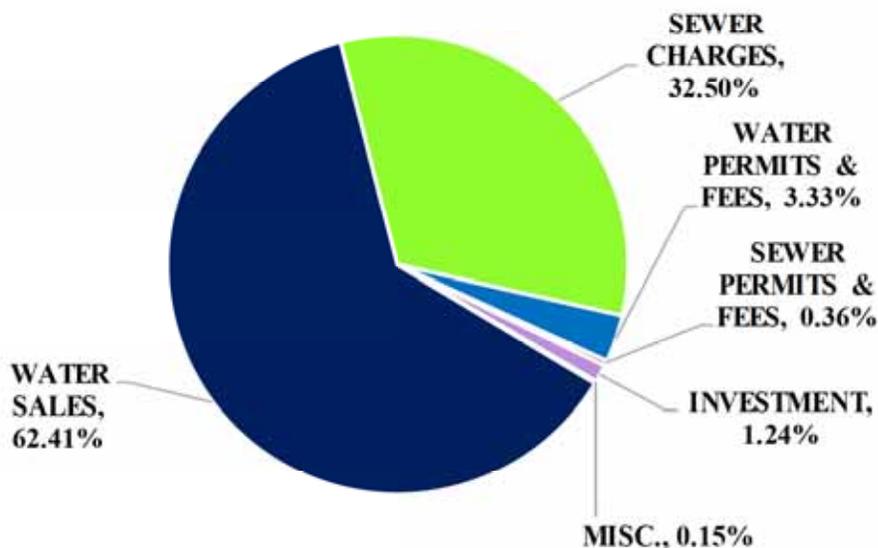
The Water and Sewer Fund is an enterprise fund and is primarily funded through user charges. The Fund is the largest part of the City of Hendersonville’s operating budget, **54.35%** or **\$21,040,194** of the total \$40,242,858 budget for FY17-18. A major part of the current and prior year budgets are transfers to capital project ordinances and the reimbursement of costs associated with NCDOT projects. In FY17-18, these costs total approximately **\$3,630,133**.

Water & Sewer Fund – Revenues

The following section will detail the City’s operating revenues for the Water and Sewer Fund. The total operating revenue budget for this Fund, excluding “Other Financing Sources” is **\$15,279,773**. The following table shows the revenues for FY17-18:

WATER/SEWER FUND REVENUES						*Based on Budget*	
REVENUE TYPE	BUDGET FY16-17	ESTIMATE FY16-17	BUDGET FY17-18	ESTIMATE FY17-18	DOLLAR CHANGE	PERCENT CHANGE	
WATER SALES	\$ 9,213,997	\$ 9,782,445	\$ 9,536,461	\$ 9,919,168	\$ 322,464	3.50%	
SEWER CHARGES	\$ 4,657,362	\$ 4,944,693	\$ 4,966,412	\$ 5,165,719	\$ 309,050	6.64%	
WATER PERMITS & FEES	\$ 600,880	\$ 637,951	\$ 509,500	\$ 529,947	\$ (91,380)	-15.21%	
SEWER PERMITS & FEES	\$ 71,870	\$ 76,304	\$ 55,000	\$ 57,207	\$ (16,870)	-23.47%	
INVESTMENT	\$ 190,000	\$ 201,722	\$ 190,000	\$ 197,625	\$ -	0.00%	
MISC.	\$ 47,506	\$ 50,437	\$ 22,400	\$ 23,299	\$ (25,106)	-52.85%	
SUB-TOTAL	\$ 14,781,615	\$ 15,693,551	\$ 15,279,773	\$ 15,892,965	\$ 498,158	3.37%	
OTHER FINANCING SOURCES	\$ 5,992,172	\$ 3,542,560	\$ 5,760,421	\$ 3,754,424	\$ (231,751)	-3.87%	
NET TOTAL	\$ 20,773,787	\$ 19,236,111	\$ 21,040,194	\$ 19,647,389	\$ 266,407	1.28%	

The chart below presents each revenue source as a percent of total budgeted revenues for FY17-18:



Water Sales and Sewer Charges: As depicted above, revenue growth is dependent on “Water Sales” and “Sewer Charges”. Management has maintained a conservative estimate in its revenues estimation for FY17-18. Using a moving average financial forecast, historically, revenues have increased by **1%-2%** annually. In more recent years (the past three) this growth has averaged **3.5%**. Management has built in a **2%** estimate for growth in water and sewer sales/charges and tap fees. Additionally, the City Manager is recommending a **2%** increase for inside water and sewer customers and a **1.5%** increase for outside water and sewer customers. City Council directed staff to continue the staggered increases to help decrease the difference in what outside customers pay compared to inside customers. These revenue sources are estimated to increase by **\$631,514** over the prior year.

The table below shows the effects of what the proposed rate increase will have on an average customer:

CUSTOMER IMPACT

CUSTOMER	OLD BILL	NEW BILL	MONTHLY DIFF.	ANNUAL DIFF.	RATE DIFF. OLD	RATE DIFF. NEW
WATER R INSIDE 5,000 GALLONS	\$ 19.79	\$ 20.21	\$ 0.42	\$ 5.04	-	-
WATER R OUTSIDE 5,000 GALLONS	\$ 30.17	\$ 30.69	\$ 0.52	\$ 6.24	152.45%	151.86%
SEWER R INSIDE 5,000 GALLONS	\$ 28.77	\$ 29.35	\$ 0.58	\$ 6.96	-	-
SEWER R OUTSIDE 5,000 GALLONS	\$ 44.30	\$ 44.94	\$ 0.64	\$ 7.68	153.98%	153.12%
WATER C/I INSIDE 10,000 GALLONS	\$ 33.79	\$ 34.51	\$ 0.72	\$ 8.64	-	-
WATER C/I OUTSIDE 10,000 GALLONS	\$ 51.92	\$ 52.75	\$ 0.83	\$ 9.96	153.65%	152.85%
SEWER C/I INSIDE 10,000 GALLONS	\$ 51.07	\$ 52.10	\$ 1.03	\$ 12.36	-	-
SEWER C/I OUTSIDE 10,000 GALLONS	\$ 79.10	\$ 80.24	\$ 1.14	\$ 13.68	154.89%	154.01%

R = Residential C/I = Commercial/Industrial

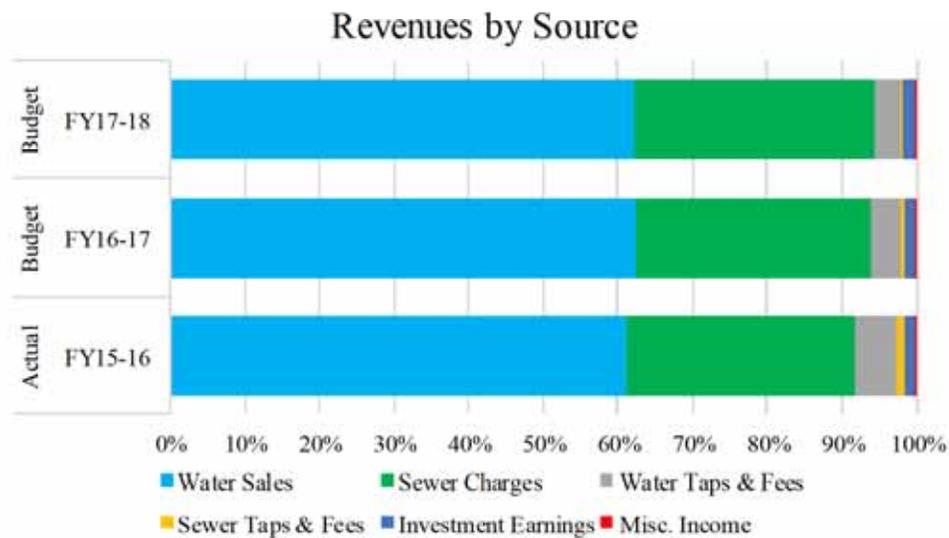
This recommended increase follows a strategy established last year. First, management recommends small increases in rates year after year rather than large increases all at once. This strategy will decrease “sticker shock” when the customer receives their bill. The Fund’s substantial fund balance allows for this approach, and will help cover any deficits. This will be one of many small increases recommended over the coming years. Second, management recommends decreasing the discrepancy between outside customer bills and inside customer bills. The stakeholder meeting identified this as an issue.

Additionally, the City Manager recommends the hiring of a rate consultant to evaluate our rate structure and provide recommendations for future revenue needs, different rate structures (unified, block, etc...), rate differential, and indirect costs. The City’s operating ratio, discussed during the Council Retreat in February, fell below **1.00** (revenues are coming in less than expenditures). This ratio is important because it represents the Fund’s capacity to pay for



recurring operating expenditures. This rate study will help in determining future operating revenue needs.

Water & Sewer Permits & Fees: In August of the FY16-17 budget, the N.C. court system ruled on a case, ultimately eliminating the authority to charge impact fees. The City of Hendersonville charges “system development charges” (SDCs) to developers for existing and future infrastructure capacity. In September, of the FY16-17 budget, the City Council voted to suspend system development charges (SDCs), until more information is obtained regarding a municipality’s legal authority to leverage the fee. The loss of this revenue source equates to approximately half a million dollar loss annually. The effects can be seen in the year over year breakdown of revenue sources for the Water and Sewer Fund, below:



The grey and yellow bars represent water and sewer taps and fees revenues. The SDCs were a major part of these revenue sources. This suspension has increased the already large reliance on user charges for revenues that support the system. These user charges now make up approximately **95%** of all revenues.

Other Financing Sources – Fund Balance: Similar to the General Fund, the Water and Sewer Fund maintains a fund balance or retained earnings. However, the LGC does not provide a recommended minimum level. The City Council has established and adopted its own policy goal of a range from 50% - 75%. This level is higher than the General Funds because water and sewer type infrastructure and expenditures are typically larger. The current fund balance is **\$25,246,428** as of June 30th, 2016, or **122%** of estimated operating expenditures as of June 30th, 2016. The City Council has assigned an estimated **\$12.4** million to various capital project ordinances that will be completed over the next several years. After the appropriation of this assigned fund balance, the remaining fund balance is estimated to be **\$13** million or **66%** of budgeted expenditures, well within the Council’s goal range.



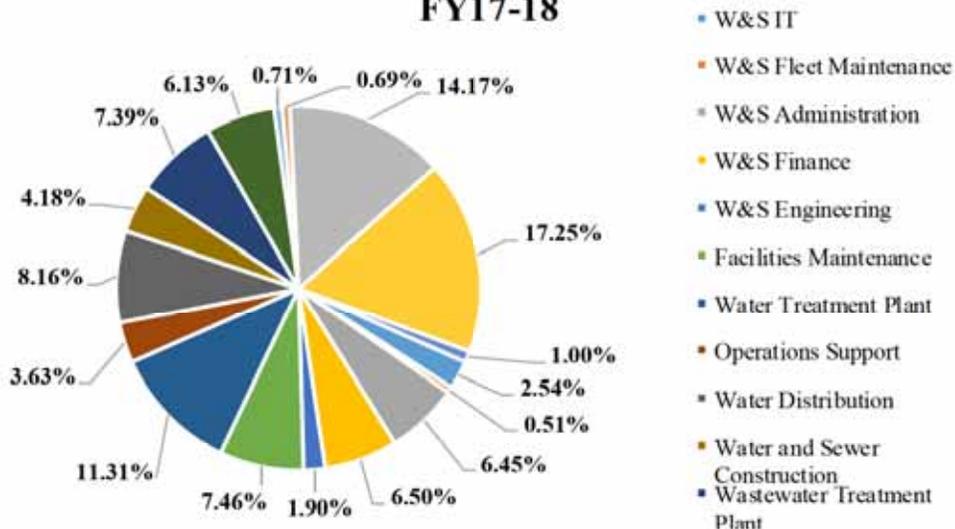
Water & Sewer Fund – Expenditures

Hendersonville Water and Sewer is responsible for providing water service to more than 64,000 residents and businesses of Hendersonville and Henderson County and sewer service to more than 19,000 residents and businesses. The Water and Sewer Fund continues to evaluate and improve its already high quality services through work with various outside consultants, stakeholder groups, and internal strategic priority meetings. The recommended expenditures in this memo reflect the priorities identified in the aforementioned initiatives. The table below details the City’s Water and Sewer Fund expenditures by function for FY17-18:

EXPENDITURE FUNCTION	FY15-16 ACTUAL	FY16-17 REVISED BUD	FY17-18 ADOPTED	DOLLAR CHANGE
W&S IT	\$ 330,895	\$ 486,900	\$ 534,006	\$ 47,106
W&S Fleet Maintenance	\$ 100,966	\$ 107,020	\$ 106,313	\$ (707)
W&S Administration	\$ 984,969	\$ 1,236,362	\$ 1,356,896	\$ 120,534
W&S Finance	\$ 919,259	\$ 1,081,670	\$ 1,368,268	\$ 286,598
W&S Engineering	\$ 350,310	\$ 372,987	\$ 399,737	\$ 26,750
Facilities Maintenance	\$ 1,065,548	\$ 1,658,824	\$ 1,570,494	\$ (88,330)
Water Treatment Plant	\$ 1,741,800	\$ 2,001,911	\$ 2,380,084	\$ 378,173
Operations Support	\$ 874,536	\$ 730,532	\$ 764,736	\$ 34,204
Water Distribution	\$ 2,314,048	\$ 2,513,657	\$ 1,716,944	\$ (796,713)
Water and Sewer Construction	\$ -	\$ 778,511	\$ 879,809	\$ 101,298
Wastewater Treatment Plant	\$ 1,424,054	\$ 1,438,120	\$ 1,555,078	\$ 116,958
Sewer Collection	\$ 955,057	\$ 2,421,950	\$ 1,290,629	\$ (1,131,321)
Non-Departmental	\$ 2,977	\$ 150,874	\$ 149,950	\$ (924)
Special Appropriations	\$ 126,130	\$ 126,000	\$ 145,000	\$ 19,000
Debt Service (Transfer to)	\$ 3,755,409	\$ 3,742,622	\$ 2,982,434	\$ (760,188)
Transfers	\$ 4,519,327	\$ 1,896,006	\$ 3,630,133	\$ 1,734,127
Contingencies	\$ -	\$ 26,441	\$ 209,683	\$ 183,242
Total	\$ 19,465,285	\$ 20,770,387	\$ 21,040,194	\$ 269,807

The chart below presents each function as a percent of total budgeted expenditures for FY17-18:

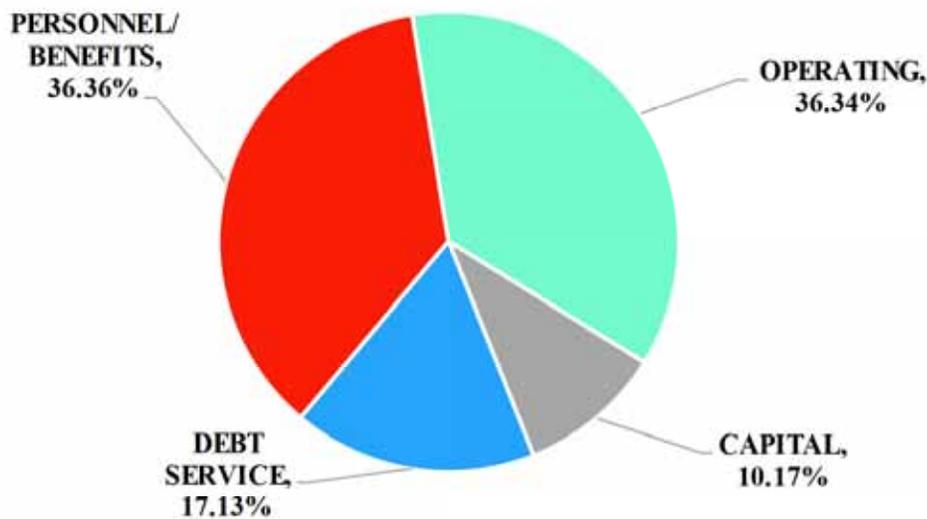
**Water & Sewer Fund Expenditures by Function
FY17-18**



Below is a breakdown of the Fund’s total expenditures:

WATER/SEWER FUND EXPENDITURES					*Based on Budget*	
EXPENDITURE TYPE	BUDGET FY16-17	ESTIMATE FY16-17	BUDGET FY17-18	ESTIMATE FY17-18	DOLLAR CHANGE	PERCENT CHANGE
PERSONNEL/BENEFITS	\$ 5,617,434	\$ 5,168,039	\$ 6,330,222	\$ 5,823,804	\$ 712,788	12.69%
OPERATING	\$ 6,181,143	\$ 5,686,652	\$ 6,326,880	\$ 5,820,730	\$ 145,737	2.36%
CAPITAL	\$ 3,306,741	\$ 3,042,202	\$ 1,770,525	\$ 1,628,883	\$ (1,536,216)	-46.46%
DEBT SERVICE	\$ 3,742,622	\$ 3,443,212	\$ 2,982,434	\$ 2,743,839	\$ (760,188)	-20.31%
SUB-TOTAL	\$ 18,847,940	\$ 17,340,105	\$ 17,410,061	\$ 16,017,256	\$ (1,437,879)	-7.63%
TRANSFERS OUT	\$ 1,896,006	\$ 1,896,006	\$ 3,630,133	\$ 3,630,133	\$ 1,734,127	91.46%
NET TOTAL	\$ 20,743,946	\$ 19,236,111	\$ 21,040,194	\$ 19,647,389	\$ 296,248	1.43%

The chart below presents each expenditure type as a percent of total budgeted expenditures for FY17-18:



Personnel/Benefits: Personnel and benefits type expenditures include salaries, insurance, retirement contributions, and respective taxes (i.e. income tax, etc...). The total increase, for this expenditure type, between the FY16-17 and FY17-18 budgets is **\$712,788**, or **+12.69%**. This increase is the result of the 25% health insurance premium increase, implementation of two parts of the pay and classification plan, and the hiring of additional personnel.

In a strategic planning meeting in October, a continuation of a 2015 strategic meeting, staff met with a water and sewer consultant to discuss a strategy for addressing critical operational needs for the Utility. This information has also been discussed and shared with City Council. You will recall in FY16-17 we hired an additional leak repair crew, a customer service representative, and a facilities maintenance technician. Also, mid-year we filled a vacant Operations Manager position. This year’s recommendation is to hire additional positions to address water loss



accounting, internal controls, creation of standard procedure manuals, capital asset tracking, inventory controls, customer service, developer/business services, design manuals, purchasing, produce an annual report, project communication, better coordination with stakeholders, and grant/loan funding administration. After these strategic planning processes, in addition to comparisons with other utility systems, we concluded that the following positions are necessary to continue strong fiscal responsibility and to support the maintenance and growth of the system:

1. Utility Finance Manager
2. Budget & Management Analyst
3. Development Review Engineer
4. Customer Service Representative (2)

The recommended additional positions make up an estimated **\$322,745** of the **\$712,788** increase. Another factor in the increase is the implementation of 3 years in service compression adjustment, of the **\$109,683**. The 25% health insurance increase al:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 5-10-17

Presenter: Susan Frady, Development Asst Director

Date of Council Meeting to consider this item: 6-1-17

Nature of Item: Council Action

Summary of Information/Request:

Item # 10

The City of Hendersonville has received a petition from Kyle Edney for contiguous annexation of parcel 9578-33-4840 containing 0.27 acres located at 101 and 103 Beverly Avenue. This annexation application is related to a sewer service request. Please refer to the attached maps for additional information.

At your meeting of May 4, 2017, you accepted the Clerk's Certificate of Sufficiency and recommended a public hearing for the June 1, 2017, City Council meeting.

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

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

Suggested Motion:

I move the City Council adopt an ordinance annexing the property included in the petition from Kyle Edney effective June 1, 2017.

Attachments:

Ordinance
Map
Survey
Certificate of Sufficiency



City of Hendersonville
April 2017

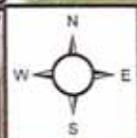
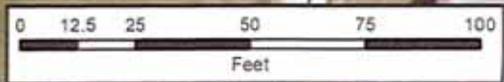
Annexation for Kyle Edney

City of Hendersonville - Existing Land Use



-  Annexation Area
-  Hendersonville Boundary

2015 Aerial Imagery



CERTIFICATE OF SUFFICENCY

**RE: Petition for Contiguous Annexation
Kyle B. Edney
File No. P17-16 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 9578-33-4840 containing 0.27 acre located at 101 and 103 Beverly Avenue.

- 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 12th day of April, 2017.

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

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

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall, Hendersonville, N.C. at 5:45 p.m., on the first day of June 2017, after due notice by publication as by law provided; and,

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

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

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

Section 1. By virtue of the authority granted by G.S. 160A-58.1, as amended, the following described area is hereby annexed and made part of the City of Hendersonville as of the sixth day of April 2017.

DESCRIPTION OF PROPERTY

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

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 88 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.

Section 2. Upon and after the first day of June 2017, the above described territory, and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Hendersonville, and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A-31, as amended.

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

ADOPTED this first day of June 2017.

Barbara Volk, Mayor, City of Hendersonville

ATTEST:

Tammie K. Drake, CMC, City Clerk

APPROVED AS TO FORM:

Samuel H. Fritschner, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

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

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

My commission expires _____



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 5-19-17

Presenter: Matt Champion, Senior Planner

Date of Council Meeting to consider this item: 6-1-17

Nature of Item: Council Action

Summary of Information/Request:

Item # 11

The City is in receipt of a Special Use Permit application from the Boys & Girls Club of Henderson County to add a 9,471 ft² classroom building at the corner of White Sparrow Drive and Ashe Street. The Boys & Girls Club is situated on the seven separate parcels listed below. Parcel numbers 9568-82-5134, 9569-82-7213, 9569-82-6250, 9569-82-5011, 9569-82-6140, 9569-82-7112 and 9569-82-8117.

Since the Boys & Girls Club's new addition, combined with the existing structures, will exceed 50,000 ft², the project will be processed as a special use permit so the project can be reviewed as a whole similar to a campus layout.

This application is for special use review. The preliminary site plan is subject to recommendations by the Planning Board and approval by City Council. The final site plan is subject to City staff approval.

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

Suggested Motion:

Suggested motions are on pages 7 and 8 of your memorandum.

Attachments:

Application
Ordinance
Maps

M E M O R A N D U M

TO: Honorable Mayor and City Council
FROM: Development Assistance Department
RE: Boys & Girls Club
FILE #: P17-11-SUR
DATE: June 1, 2017

PROJECT DESCRIPTION

The City is in receipt of a Special Use Permit application from Dave Adams, former President of the Boys & Girls Club of Henderson County to add a 9,471 ft² classroom building at the corner of White Sparrow Drive and Ashe Street. The Boys & Girls Club is situated on the seven separate parcels listed below.

Parcel Numbers
9568-82-5134
9569-82-7213
9569-82-6250
9569-82-5011
9569-82-6140
9569-82-7112
9569-82-8117

HISTORY

The Boys & Girls Club first opened the 2,000 ft² Green Meadows Community Center on November 1, 1993. Originally established to help disadvantaged youth in the community, the Boys & Girls Club mission is “to inspire and enable all young people, especially those who need us most, to realize their full potential as productive, responsible and caring citizens.” Since the initial opening, the Boys & Girls Club has expanded in the immediate area onto seven parcels and includes a total of 43,107 ft² of floor area located in four separate buildings.

The Boys and Girls Club has a lease agreement with the City of Hendersonville for the six parcels that are part of the Boys & Girls Club facility and for use of the parcel across Ashe Street for parking. The lease expires on June 30, 2035.

On February 11, 2008, the Planning Board approved a preliminary site plan for a 13,373 ft² multipurpose building addition. Because of the number of parcels involved, and the fact that the addition crossed property lines, the Boys and Girls Club requested and was

granted a number of variances from setback requirements from the Zoning Board of Adjustment.

On February 4, 2016 the Boys and Girls Club recombined two lots on the southeastern portion of the site in order to construct a new 5,525 ft² teen center. The new structure was approved by the Development Assistance Department since it did not meet the 20,000 ft² threshold required for Planning Board approval.

Since the Boys & Girls Club's new addition, combined with the existing structures, will exceed 50,000 ft², the project will be processed as a special use permit so the project can be reviewed as a whole similar to a campus layout.

This application is for special use review. The preliminary site plan is subject to recommendations by the Planning Board and approval by City Council. The final site plan is subject to City staff approval.

EXISTING LAND USES & ZONING

The Boys and Girls Club is located on parcels zoned R-6 High Density Residential. The Boys and Girls Club is considered a neighborhood community center, which is a permitted use in the R-6 Zoning District. The parcel to the west across Ashe Street is zoned I-1 Industrial and is used by the Boys and Girls Club for parking. This property, owned by the City of Hendersonville, is located within the Norfolk Southern right-of-way. The Boys and Girls Club does pay Norfolk Southern Railroad to use the railroad right-of-way for parking.

Parcels located to the south and east are zoned R-6 High Density Residential and are in residential use. Parcels to the north are zoned I-1 Industrial and R-6 High Density Residential. The R-6 parcels are in residential use and the I-1 parcel is a textile mill.

The "Existing Land Use" map is shown on page 15 in your memo. Surrounding zoning districts are shown on the "Zoning" map on page 16.

COMPREHENSIVE PLAN CONSISTENCY

The Boys and Girls Club parcels are classified as Medium Intensity Neighborhood on the 2030 Comprehensive Plan's Future Land Use Map. Surrounding parcels are classified as Medium Intensity Neighborhood and Business Center.

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

The goal of the Business Center category is to "Create an employment corridor along I-26 that supports the growth of Hendersonville as a business destination. Create a campus-like mixed-use environment that includes office, research and low-impact

industrial as well as supportive retail amenities.”

Chapter 5 of the 2030 Comprehensive Plan addresses community facilities. Goal CF-1 states “maximize the utilization of community facilities as community focal points in order to promote sound stewardship of taxpayer dollars and afford increased quality in facilities.” Goal CF-5 states “expand and adjust park amenities to match community needs and expectations.”

Local public and institutional uses are listed as a secondary use in Medium Intensity Neighborhood classification. Secondary uses, such as this one, may be permitted through a special use permit.

The “Comprehensive Plan” map is located on page 17.

PLAN REVIEW

General

The Boys and Girls Club currently has 43,107 ft² of floor area located in four separate buildings. The facility includes classrooms, multi-purpose rooms, game rooms, computer labs, kitchens, offices, restrooms and a gymnasium. There are 7 parking spaces located among the seven parcels with an additional 50 parking spaces and 4 bus parking spaces located across Ashe Street on property with the owner listed as Community Development Department which is the City of Hendersonville. The applicant is proposing the addition of a 9,471 ft² two story building that will include classrooms, offices, restrooms and a multi-purpose room.

Parking

Table 6-5-2 does not have a parking category for neighborhood community center. When staff encounters this type of situation, Section 6-5-2.6 of the Zoning Ordinance states that parking requirements shall be based on requirements for similar uses. In this particular situation, the parking requirements for primary and secondary schools are utilized. Primary and secondary schools require 2 parking spaces per classroom, administrative office, and gym. Based on a total of 5 offices, 19 classrooms, and 2 gyms, 52 parking spaces are required.

The site plan indicates 7 parking spaces provided on site. Section 6-5-3 Shared and Off-Site Parking allows off-site parking when a lot that is utilized for this purpose is located within 200 feet of the “use” lot. The lot directly across Ashe Street is being utilized to provide 50 car and 4 bus off-site parking spaces for the Boys and Girls Club. This lot is approximately 60 feet from the “use” lot.

Buffer Plantings

As per section 15-6 Bufferyards, a 10-foot B buffer is required between this parcel and the parcels to the east because the uses are residential.

Below is a table showing the bufferyard requirement for this development.

Type of Buffer	Planting Requirements per 100 Linear Feet	Size Requirements
B	4 broadleaf canopy tree 25 evergreen shrubs (4-foot centers) 33 flowering shrubs	1 ½ - 1 ¾ inch caliper 18-24 inches 18-24 inches

Setback Requirements

The setback requirements for the PID Zoning District are 40 feet from the nearest right-of-way line for any street adjoining the site; provided, however, such setback may be reduced to ten feet when parking is situated to the rear or side of the lot and screened from view from public right-of-way. Buildings and structures shall be set back not less than 25 feet from any exterior property line.

Off-Street Loading and Unloading

All development projects requires a space for loading and unloading of vehicles off the street. The space is required to be no less than 12 feet by 40 feet with an overhead clearance of 14 feet in height.

Variance Requests

The applicant is requesting three variances. Two variance requests address the existing structure located on PIN 9569-82-7213. The existing structure is found to be encroaching the 10 foot setback requirement from the nearest right-of-way line off of Oriole Drive and the 25 foot setback requirement for any exterior property lines. Since the structure is existing and proposed to remain a 3 foot reduction in the setback requirements from the nearest right-of-way and a 10 foot reduction in the setback requirement from the exterior property line has been requested.

The applicant is also requesting to eliminate Section 6-6 off-street loading and unloading space requirements. The variance request indicates a loading zone with striped pavement, signage, and navigational arrows is requested to be placed on the east side of Ashe Street.

A copy of the application for the variances is located on pages 13 and 14 in your memo.

ANALYSIS

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

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

Staff has not identified any issues concerning public health, safety or general welfare.

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

The property is currently served by water and sewer.

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

The applicant is requesting the following three variances:

#1 Section 5-24-4.1 Dimensional Requirements requires a 10 foot setback from the nearest right-of-way for buildings. The applicant is requesting a variance reducing the 10 foot setback from the nearest right-of-way to 7 feet.

#2 Section 5-24-4.1 Dimensional Requirements requires a 25 foot setback from any exterior property lines for buildings. The applicant is requesting a variance reducing the 25 foot side yard setback to 15 feet.

#3 Section 6-6 Off-Street Loading and Unloading Space requires all development projects to provide a space for loading and unloading of vehicles off the street. The space is required to be no less than 12 feet by 40 feet with an overhead clearance of 14 feet in height. The applicant is requesting for this requirement to be eliminated and a striped space located on Ashe Street to be used instead.

A copy of the applicant variance request form is included on pages 13 and 14.

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

A neighborhood compatibility meeting concerning the application was held on April 13, 2017. Notice was provided by U.S. mail to the owners of record of all property situated within 400 feet of the subject property. Approximately 14 members of the general public attended the meeting.

A copy of the neighborhood compatibility report accompanies this memorandum.

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

The 2030 Comprehensive Plan’s Medium Intensity Neighborhood goal is to “provide a transition between High and Low-Intensity Neighborhood and Regional Activity Centers and downtown and provide a transition between commercial and single-family development.” This project provides a transition between the textile mill to the north and residential properties to the south.

Chapter 5 of the 2030 Comprehensive Plan addresses community facilities. Goal CF-1 states “maximize the utilization of community facilities as community focal points in order to promote sound stewardship of taxpayer dollars and afford increased quality in facilities.” Goal CF-5 states “expand and adjust park amenities to match community needs and expectations.” Therefore, this proposed development is consistent with the 2030 Comprehensive Plan’s Land Use and Development recommendations.

The NCDOT Comprehensive Transportation Plan does not address Ashe Street or White Sparrow Drive as both of these are city maintained streets and not NCDOT roadways.

PLANNING BOARD

The Planning Board took this matter up at its regular meeting on May 8, 2017. The Planning Board voted unanimously to recommend City Council approve the following:

Variances

#1 A variance from Section 5-24-4.1 Dimensional Requirements reducing the 10 foot setback from the nearest right-of-way to 7 feet.

#2 A variance from Section 5-24-4.1 Dimensional Requirements reducing the 25 foot setback from any exterior property line to 2 feet.

#3 A variance from Section 6-6 Off-Street Loading and Unloading Space eliminating the requirement to provide an off-street loading space for the project.

Special Use Permit and Rezoning

To adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the parcel numbers indicated in the application from R-6 High Density Residential to PID Planned Institutional Development, finding that the rezoning is consistent with the Comprehensive Plan, the rezoning is reasonable and in the public interest for the following

reason: for the benefit of the addition needed for the Boys and Girls Club.

And, to approve the application from Dave Adams, former President of the Boys & Girls Club of Henderson County for a Special Use Permit based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the published List of Uses and Conditions.

SUGGESTED MOTIONS

Variance Request

Approval: I move that the City Council approve the following variance requests:

#1 A variance from Section 5-24-4.1 Dimensional Requirements reducing the 10 foot setback from the nearest right-of-way to 7 feet.

#2 A variance from Section 5-24-4.1 Dimensional Requirements reducing the 25 foot setback from any exterior property line to 2 feet.

#3 A variance from Section 6-6 Off-Street Loading and Unloading Space eliminating the requirement to provide an off-street loading space for the project.

[PLEASE STATE YOUR REASONS]

Denial: I move that the City Council not approve the variance requests from Zoning Ordinance Section 5-24-4 Development Standards.

[PLEASE STATE YOUR REASONS]

Special Use Permit and Rezoning

Approval: I move that the City Council approve an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the parcel numbers indicated in the application from R-6 High Density Residential to PID Planned Institutional Development, finding that the rezoning is consistent with the Comprehensive Plan, the rezoning is reasonable and in the public interest for the following reasons:

[PLEASE STATE YOUR REASONS]

I further move that the City Council approve the application from Dave Adams, former President of the Boys & Girls Club of Henderson County for a Special Use Permit based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the published List of Uses and Conditions.

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

Denial: I move that the City Council to not approve the application from Dave Adams, former President of the Boys & Girls Club of Henderson County for issuance of a Special Use Permit.

[PLEASE STATE YOUR REASONS]

IN RE: Boys & Girls Club of Henderson County (File # P17-11-SUR)

List of Uses & Conditions

I. Stipulated Uses:

Only the following uses are authorized for the referenced development:

Neighborhood Community Center

II. Conditions:

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

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

Off-Site Parking Lot approval by the City of Hendersonville Planning Board.

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

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

Dave Adams, former President

By: _____

Date: _____

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

IN RE: Boys & Girls Club of Henderson County
(File # P17-11-SUR)

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

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following parcel numbers from R-6 High Density Residential to PID Planned Institutional Development:

Parcel Numbers
9568-82-5134
9569-82-7213
9569-82-6250
9569-82-5011
9569-82-6140
9569-82-7112
9569-82-8117

2. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 1st day of June 2017.

Barbara Volk, Mayor

ATTEST:

Tammie K. Drake, CMC, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

Planning Report
Neighborhood Compatibility Meeting
Application for a Special Use Permit
Boys and Girls Club PID File #P17-11-SUR
Thursday, April 13, 2017 3:00 p.m.

Matt Champion, Senior Planner, convened the compatibility meeting at 3:00 pm in the Assembly Room of the City Operations Center. The following were in attendance:

<i>Name</i>	<i>Address</i>	<i>Name</i>	<i>Address</i>
Jarred DeRidder	WGLA Engineering	Lisa Caldwell	725 Oriole Dr
Frank Kelsch	Homesmith Architecture	Bilalieu Caldwell	725 Oriole Dr
Karen Newborn	702 White Sparrow Dr	David Adams	Boys and Girls Club
Diane Caldwell	724 Oriole Dr	Kevin Lauritsen	Boys and Girls Club
Estella Lovise Ellis		Julia Hockenberry	Boys and Girls Club
Paige Boyd	733 Old Orchard Dr	Todd Johnson	714 White Sparrow Dr
Melody Rudisill	709 Towhee Dr	Leonicio Diciplina	705 Martin Cir
Myrtle O'Neal	807 Robinson Terrace	Francisco Robles	705 Martin Cir
Alice Dunbar	701A South Grove St	Susan Frady, staff	Development Assistance Director
Gloria Rudisill		Matt Champion, staff	Senior Planner
Natalu Zuniga B	705 Martin Cir	Daniel Heyman, staff	Planner

Mr. Champion opened the meeting explaining this is the first step in a three step process. The first step is Neighborhood Compatibility Meeting, next is the Planning Board and last it goes to City Council. This is an informal meeting to ask questions and get answers. Minutes of this meeting will be forwarded to Planning Board and City Council.

Mr. Champion explained that the property is currently zoned R-6 High Density Residential and is proposed to be zoned PID Planned Institutional Development. The proposal would create a total of 52,000 sq. ft. of buildings for the entire campus.

Jared DeRidder explained that this proposal will combine the seven different properties into one campus. The addition is approximately 9,500 sq. ft. The Boys and Girls Club feels that they are 10-20 percent over capacity currently. This extra space will allow for additional students. The idea behind addition is to interconnect the existing buildings.

Currently there are 8 spaces on site and a gravel lot for parking across the street. The Boys and Girls Club is separately working to develop a 54 space lot across the street to account for short term and special event parking. The industry across the street also allows for overflow parking.

Frank Kelsch stated that the practical aspect of this project is to connect the campus into one structure to make it easier for people to move around the site. The other piece is that there is need for more program space. The old entrance was midblock. This addition will address safety concerns by placing the entrance closer to the intersection where there will be a crosswalk and stop signs. This will also enhance the character of the neighborhood as well. We want to make a

better connection with what goes on in the Boys and Girls Club and the community itself.

Bilaliau Caldwell stated that the Boys and Girls Club has trees that are encroaching on neighboring lots. Also visitors to the Boys and Girls Club park all over the street and block the entrance to his house. Sometimes he cannot receive mail because the mailbox is blocked. Visitors don't park in the designated spaces. Mr. Caldwell is also concerned that the Boys and Girls Club does not do enough outreach to include the kids in the neighborhood.

Frank Kelsch stated that expanded parking will hopefully address parking concerns. Also any kids that come in and out of the building have to check in at the front door.

Diane Caldwell stated that the Boys and Girls Club has grown and spread and left the community out of many of it. The drum sessions and activities create a lot of noise. How much more expansion will be requested in the future? Why did you have the meeting at this time when many people are at work? She says many of the people in the community didn't get noticed about meeting for previous applications. In her opinion, the project is not compatible with the neighborhood since it is a residential area and the building is large and creates a lot of traffic and noise.

Daniel Heyman stated that different types of meetings are scheduled at different times of the day to work within many scheduling constraints and availability of resources as well as to include as many people as possible. Neighborhood Compatibility Meetings are routinely held at 2:00 pm. Planning Board meetings start at 4:00, and City Council is at 5:45. The public is allowed to come speak during all of these meetings. You can also contact the Development Assistance Department anytime to raise questions or concerns. Additionally, everyone within a 400 foot radius of the site was noticed of this meeting, and the property was posted with signs.

David Adams, a Boys and Girls Club board member stated that he agrees it is rude to park in front of someone else's home and block access or their mailbox. He will work with the club to make sure staff is aware of that problem. This addition will help solve that issue since people will be required to enter through the front, directly across from the new proposed parking lot. The club does serve more than Green Meadows, but the reason it was started there is because that's where they thought the community needed them most. Now they serve as many people as possible.

Julia Hockenberry, current Director of the club, stated that because the Boys and Girls Club requires daily parent pick up, she engages parents of the children in the community daily. She says if there is ever an issue with parking that she will take the call and address the situation.

Kevin Lauritsen, former Director of the club, stated that they only intend to help the community and at least as many children as possible. They want to be good neighbors. He thinks the highest priority is to build a parking lot to address many of the issues that have been raised here.

Bilaliau Caldwell asked where the cutoff for future expansion is? When they become overcrowded again, won't they just have to expand again? And Where?

David Adams and Kevin Lauritsen stated that future expansion would not occur at this location because the space does not permit it.

Melody Rudisill said that traffic is an issue on the block and that people speed through the area. She is concerned someone will get hurt.

Kevin Lauritsen agrees that they want people obeying the speed limits and stop signs.

Gloria Rudisill said the community feels that the club is not as involved as they used to be. They don't notify the community of activities and they don't know what's going on at the club.

Julia Hockenberry stated that all of their activities are posted online and on social media. There is also a marquee with events on the front of the building. They don't send flyers around anymore because of the cost and waste.

Diane Caldwell said that many people in the community don't have computers to get that information.

Julia Hockenberry said that she agrees but that many have smartphones with internet access.

Melody Rudisill asked if priority is given to kids in the neighborhood who are on the waiting list.

Julia Hockenberry and David Adams said no and they think it would be unfair to do so.

Todd Johnson stated that parking and traffic are a concern of his. He said he would like the club to find other property to expand any further.

Alice Dunbar also asked if they prioritize neighborhood kids. Is there a quota? Also, is there a volunteer sign-up sheet for the community? The club is not informing the neighborhood of events. And they could use smaller sheets of paper to keep the flyers going out since like others have said many don't have internet access.

Julia Hockenberry said that they have many volunteers. They do not have a neighborhood priority list or quota because that would be unfair to everyone else they serve. They

With no further comments or questions, Mr. Champion closed the meeting at 3:45 p.m.

Print Form



CITY OF HENDERSONVILLE
DEVELOPMENT ASSISTANCE DEPARTMENT
100 N. King St. ~ Hendersonville, NC ~ 28792
Phone (828) 697-3010 ~ Fax (828) 697-6185
www.cityofhendersonville.org

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

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

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

Date	4-19-2017	Project Name	Henderson County/Hendersonville Boys and Girls Club Expansion Project		
Applicant	David E. Adams				
Address	401 N. Main St. Suite 400				
Phone	(828) 693-0052	Fax	(828) 693-0071	Email	dadams@faziodesign.com

If different from above:

Property Owner: Name	Henderson County/Hendersonville Boys and Girls Club
Address	PO Box 1460 Hendersonville, NC 28793

TO THE CITY COUNCIL:

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

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

Section 5-21-4.1: Setbacks

The request is to allow compliance of existing buildings residing within the 10' side property setback.

The request is to allow compliance of existing buildings residing within the 25' rear property setback.

Section 6-6: Off-Street Loading and Unloading Space

The request is to eliminate the Section 6-6 requirements of an off-street loading/unloading space. A designated loading zone only (i.e. no parking), consisting of striped pavement, signage, and navigational arrows and providing dimensions and requirements as specified in Code Ordinance Section 6-6 is requested to be placed on the east side of the existing 40' wide Ashe Street (between White Sparrow Drive and Oriole Drive).

Official Use: _____ BY _____
DATE RECEIVED: _____

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

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

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

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

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

The building expansion will further extend opportunities for outreach and mentoring in the surrounding community where it has supported young people for over 23 years.

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

The proposed building addition of 9,471 SF will have normal occupancy and demand for water and wastewater utilities. The building addition will lend itself to directing pedestrian and vehicular traffic onto Ashe Street and away from neighbors on the side streets of White Sparrow and Oriole.

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

The proposed development complies with all required regulations and standards of the Zoning Ordinance with the exception of variances requested herein.

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

The expansion will interconnect existing buildings on the Boys & Girls Club of Henderson County campus. Instead of expanding outward, the project expands inward, building on the land between the large main building and the smaller outlying buildings. The building design will be compatible with the surrounding (existing) buildings, bringing a cohesive, 'designed' look to the entire campus.

(E) The use or development conforms with the general plans for the physical development of the City as embodied in this Ordinance and in the 2030 Hendersonville Comprehensive Plan.

The 2030 Hendersonville Comprehensive Plan intends to keep the current use "medium intensity neighborhood". The development conforms with its current use and with the future plans.

Signature David E. Adams

Printed Name DAVID E. ADAMS



City of Hendersonville
February 2017

Boys and Girls Club
City of Hendersonville
Existing Land Use

The Oriole Mill

Phil Clark
Cabinets

Ray Avenue
Garage

Boys and Girls Club
PIN(s):
9569-82-5134
9569-82-6250
9569-82-7213
9569-82-5011
9569-82-6140
9569-82-7112
9569-82-8117

Sullivan
Park

 Boys and Girls Club

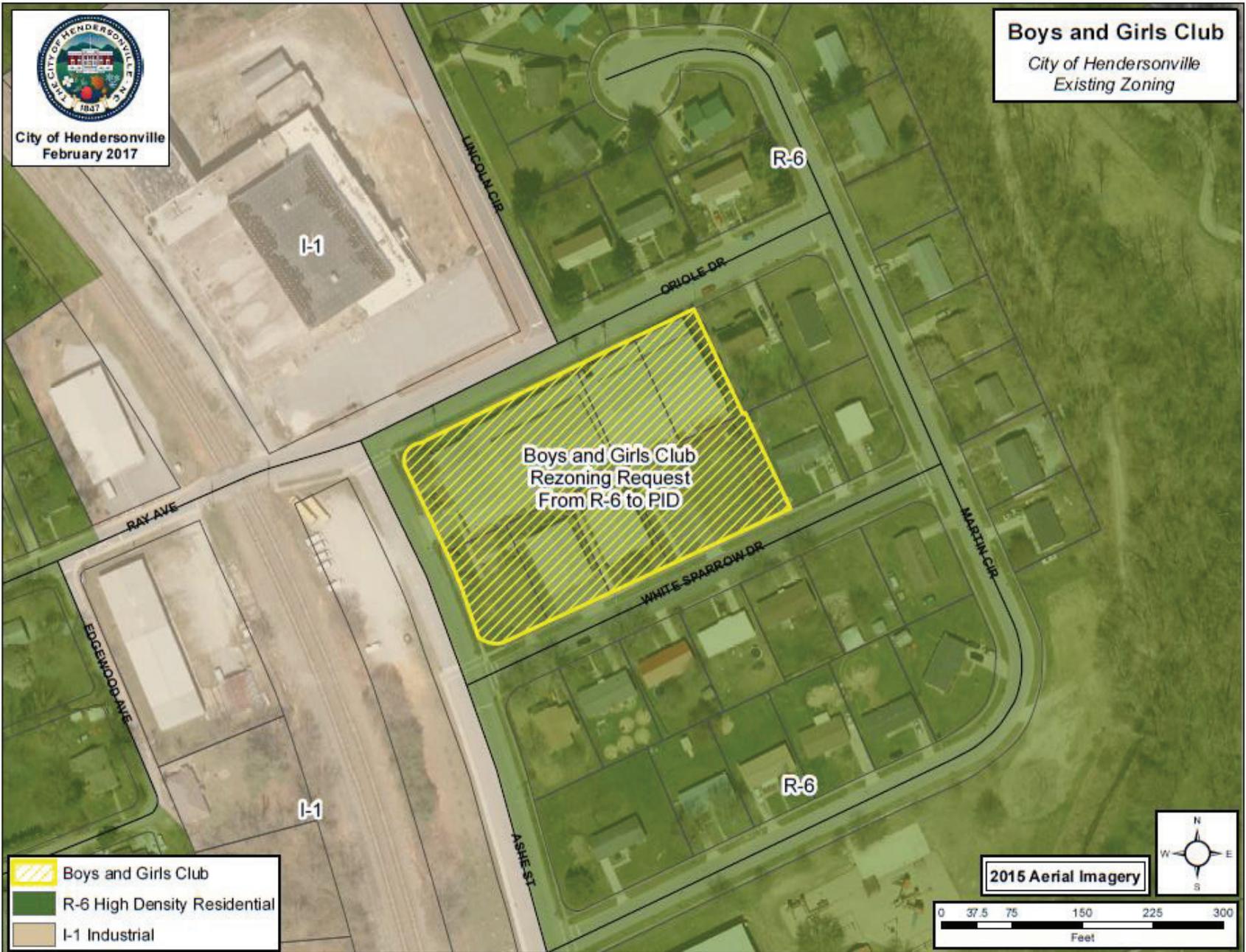
2015 Aerial Imagery





City of Hendersonville
February 2017

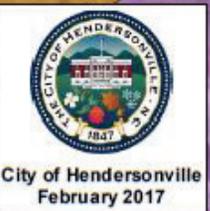
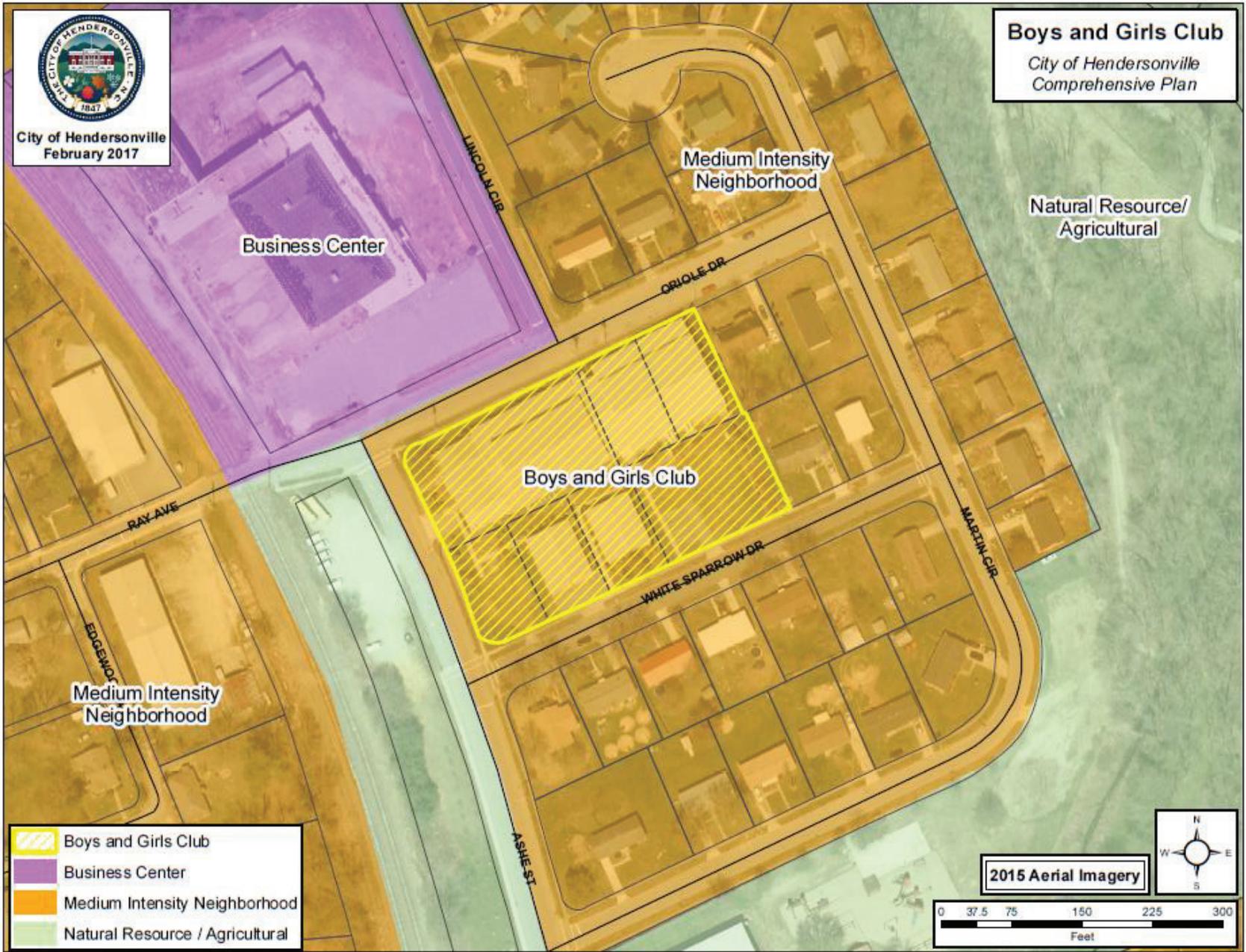
Boys and Girls Club
City of Hendersonville
Existing Zoning



	Boys and Girls Club
	R-6 High Density Residential
	I-1 Industrial

2015 Aerial Imagery





APPEAL OF DEVELOPMENT DECISIONS

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

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

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

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

§ 160A-364.1. Statute of limitations.

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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 5/23/2017

Presenter: John Connet

Date of Council Meeting to consider this item: 6/1/2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 12

Over the last sixty days staff has been working with Belmont Sayre LLC to develop a Memorandum of Understanding (MOU) for the Grey Hosiery Mill Project. The MOU specifies that both parties will negotiate in good faith and have the intention of completing "The Grey" hotel project. The MOU specifies that Belmont Sayre will deposit a \$10,000 surety payment with the City of Hendersonville. The money will be applied to the purchase of the property or refunded as long as the Belmont Syre meets the following deadlines:

1. September 15, 2017 - Submits Part 2 of Federal/State Tax Credit Application
2. December 15, 2017 - Secures project financing
3. January 15, 2018 - Notice to Proceed (After this date money is not refundable)

In addition, the City of Hendersonville agrees to develop plans and specifications for pedestrian improvements with the intention to complete installation of improvements by March 2019. Both parties agree to complete final Project Development Agreement by December 15, 2017.

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

Suggested Motion:

I move that the City Council approve the Memorandum of Understanding with Belmont Sayre, LLC for "The Grey" Hotel project.

Attachments:

Draft Memorandum of Understanding (If the document is not attached, it will be provided at least 24 hours prior to the meeting or the item will be postponed until the July meeting.)



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 5-22-17

Presenter: Susan G. Frady, Dev Asst Director

Date of Council Meeting to consider this item: 6-1-17

Nature of Item: Council Action

Summary of Information/Request:

Item # 13

The Development Assistance Department is in receipt of a request from Scott Bolyard to remove 3.43 acres from the City's extraterritorial planning jurisdiction (ETJ). A copy of Mr. Bolyard's letter along with a map of the property is attached.

The Boulders Development is 56.04 acres being developed in Henderson County in the R1 zoning classification. The developer recently purchased 15 acres of additional property that joined the western boundary of his project. A 3.43 acre portion of this additional property is located within the City of Hendersonville ETJ. The owner plans to develop the new property with a master plan to be approved by Henderson County. Therefore, the owner would like to remove the 3.43 acres from the City of Hendersonville ETJ.

In order to change the current ETJ boundary, City Council must hold a public hearing and adopt an ordinance amending the ordinance that establishes the ETJ boundary. Once this is complete, Henderson County will need to apply zoning to the area that was formally the ETJ boundary.

Staff is seeking direction from City Council on whether the Council wishes to consider amending the ETJ boundary. If so, staff will present this to the Planning Board for a recommendation and then the application will come back to the City Council for the public hearing.

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

Suggested Motion:

Provide staff direction only.

Attachments:

Letter
Maps

April 28, 2017

Susan Frady
Henderson County Development Assistance Director

Reference: **Boulders**
529 Randy Drive
Hendersonville, North Carolina

Dear Mrs. Frady,

The Boulders is pleased to announce its continued success and has recently purchased 15 acres of additional property that adjoined on the western boundary. The original 42 acre Boulders project is zoned Henderson County R1. We have been working with Henderson County Planning and Erosion Control since 2010 in planning, permitting, and constructing the various phases of the project.

The new 15 acre property has afforded the opportunity to further develop and improve the project. A 3.43 acre portion of this additional property is located within the City of Hendersonville ETJ. The remaining 52.61 acres of the project is within the Henderson County R1 zoning.

The owner plans to develop the new property and a master plan is attached that illustrates the development concept. We are also attaching a survey of the 3.43 acres that is within the City ETJ.

The owner of the project is Peter Brower. He would like to remove the 3.43 acres from the City Of Hendersonville ETJ.

Creative Development Solutions appreciates the opportunity to be of service to you on this project. Please let me know if you have any questions or if you need additional information.

Respectfully submitted,



Scott Bolyard - Landscape Architect



Peter Brower - Cliffside at the Boulders, LLC - Manager



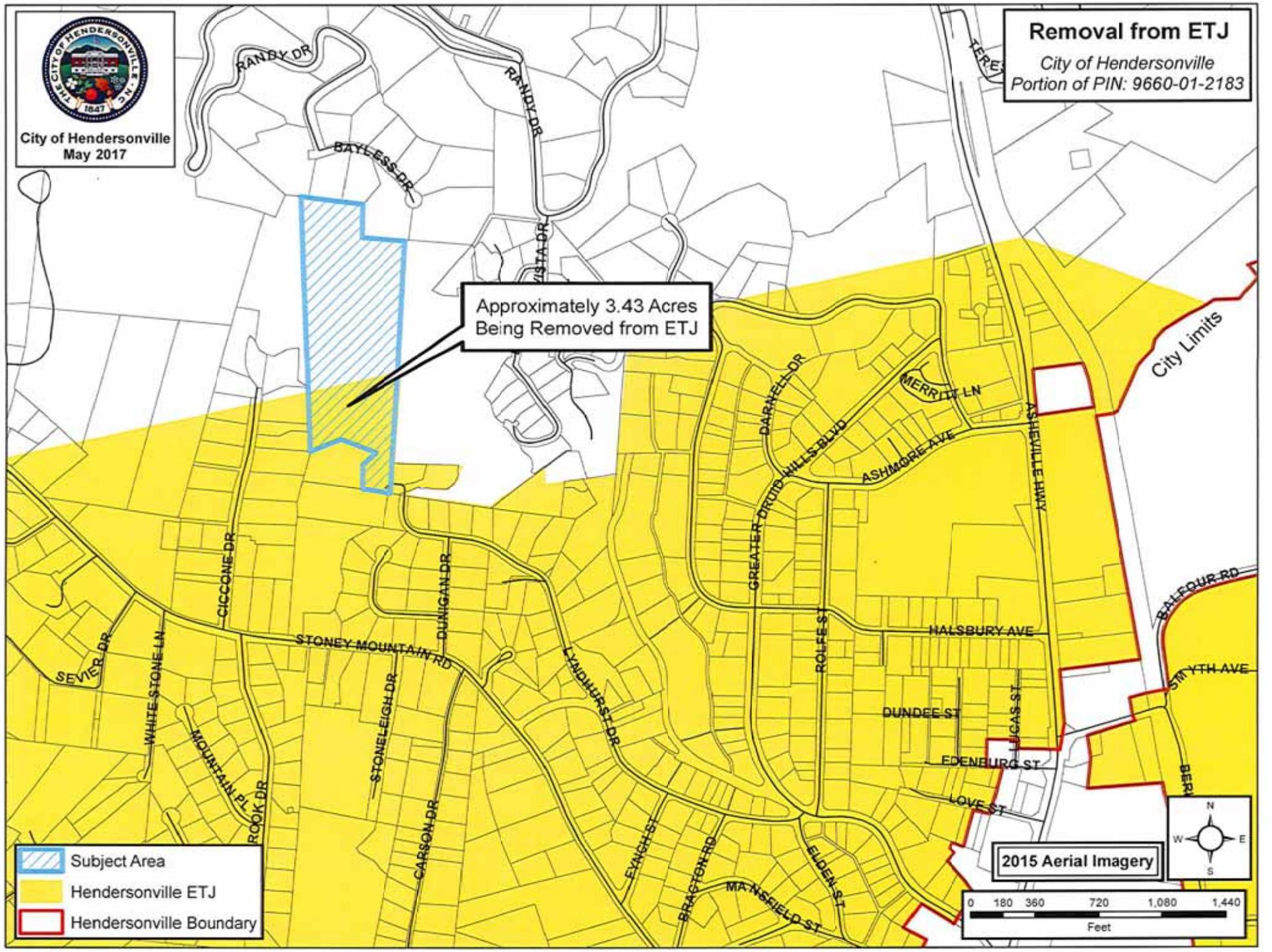
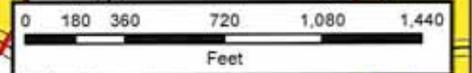
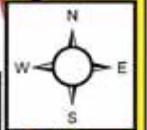
City of Hendersonville
May 2017

Removal from ETJ
City of Hendersonville
Portion of PIN: 9660-01-2183

Approximately 3.43 Acres
Being Removed from ETJ

-  Subject Area
-  Hendersonville ETJ
-  Hendersonville Boundary

2015 Aerial Imagery



Slopes over 60% indicated with light beige color

Cliffside Neighborhood (Lots c1 to c9)

Estates Neighborhood (Lots e1 to e12)

Main Entrance

Oak Ridge Neighborhood (Lots o1 to o14)

Woodlands Neighborhood (Lots w1 to w16)

The Ridge Neighborhood (Lots r2 to r12)

Lyndhurst Drive



Overall Project Summary

Current Zoning Classification = R1
 Total Project Area = 56.04 Acres
 Number of Proposed Lots = 60
 Density of Master Plan = 1.05 Lots Per Acre
 Permitted Density of Property = 4 Units Per Acre
 Acreage of Land with 60% slopes or greater = 13.2 acres
 Minimum Lot size in square feet = 12,333 sq ft - Lot C2
 Length of proposed private roads = 4,867 ft
 Length of proposed private shared driveways = 3,838 ft
 Proposed Water System = Public Connection, Private System (City of Hendersville from Mainda Drive)
 Distance to Public Water System = 100' Mainda Drive / 400' Lyndhurst Drive
 Proposed Sewer System = Private Septic Systems
 Distance to Public Sewer System = 3500' Randy Drive to US 25
 Perennial Streams Affected = None on Site
 Area in Conservation/Open Space = 15.15 acres
 26.4% of project area
 All open space areas are greater than 30% = primary conservation.
 Primary conservation Areas = 15.15 acres
 Conservation Use = undeveloped woodland and underground utilities
 There are no agricultural operations on this site.

Development Notes

1. Existing Contour as shown on 2/20/00 for Randy Drive Extension, Mainda Drive Extension and Cliffside Lane (C-105). Total of 7 grades alternate for use on the project.
2. There will be no new Road, Sidewalk, Sidewalk or Retention on the project.
3. Report is based on Mainda Drive (The District) Project is a lot from 3' main in station.
4. All Conservation Areas are 13.2 acre systems.
5. Road layout are proposed and will be located with the County Planning Authority.
6. There are no better features or conditions desirable adjacent to the property.
7. A 30' drainage easement, Easement is intended along all lots, 7' utility easement on lots and 10' easement of outdoor use.

Woodlands Neighborhood		Ridge Neighborhood		Cliffside Neighborhood		Oak Ridge Neighborhood		Conservation	
Lot Number	Acreage	Lot Number	Acreage	Lot Number	Acreage	Lot Number	Acreage	Lot Number	Acreage
w1	5.1	r1	9.5	c1	4.7	o1	5.2	e1	8.3
w2	2.0	r2	2.9	c2	2.9	o2	4.2	e2	9.2
w3	4.3	r3	4.2	c3	2.6	o3	4.1	e3	5.2
w4	5.6	r4	3.9	c4	5.2	o4	3.7	e4	3.6
w5	5.1	r5	3.7	c5	5.0	o5	3.7	e5	1.27
w6	4.7	r6	4.1	c6	4.7	o6	3.6	e6	1.0
w7	4.7	r7	5.0	c7	5.0	o7	3.6	e7	3.27
w8	7.6	r8	3.2	c8	4.5	o8	4.5	e8	1.39
w9	7.7	r9	3.9	c9	4.1	o9	3.1	e9	5.87
w10	5.8	r10	4.7			o10	4.8	e10	0.25
w11	5.1	r11	4.4			o11	3.8	e11	4.21
w12	5.1	r12	4.3			o12	4.2	e12	1.29
w13	6.5					o13	5.2	e13	0.99
w14	6.5					o14	5.8	e14	4.25
w15	3.9							e15	4.19
w16	5.8							e16	1.52
								Total	15.15

Note:
 All homes/buildings must use 13 D sprinkler systems.



Client: Peter Brower, 6008 Via Regia, Boca Raton, FL, 33409

Project: The Boulders

Sheet: Boulders County Development Plan, Conservation Subdivision, Master Plan

Designed By: CDS CONSULTING, 1001 W. MAIN ST., SUITE 100, HENDERSVILLE, SOUTH CAROLINA 29654

DATE: 11/14/08

SCALE: 1" = 100'-0"

SHEET NUMBER: L2



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 5/25/2017

Presenter: John Connet

Date of Council Meeting to consider this item: 6/1/2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 14

Mayor Volk and I met with representatives from Housing Assistance Corporation (HAC) regarding the City of Hendersonville reimbursing HAC for a portion of the infrastructure cost associated with Oklawaha Village. As a result of this meeting, I would request that the City reimburse HAC for the water and sewer infrastructure that will be utilized to provide utility service to this area of N. Main Street. The reimbursement is based upon the following infrastructure costs:

1. Sewer Pump Station- \$226,565
2. Mud Creek Bore - \$98,000
3. Portion of 12" Water Line along N. Main Street - \$75,435.

Budget Impact: \$ 400,000 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

A budget amendment is attached for your consideration.

Suggested Motion:

I move that the City Council reimburse Housing Assistance Corporation for a portion of the infrastructure cost associated with Oklawaha Village, but will be utilized to serve a larger area along N. Main Street.

Attachments:

Infrastructure Cost Breakdown
Budget Amendment

Oklawaha Village Development

Prepared By D Daines, THAC

Breakdown of Costs for the Potable Water extension; Pump Station & Force Main

Date 4/26/2017

	#	\$/unit	Total	Totals
2 - Potable Water				
fire hydrant [within N Main St ROW]	2	\$ 2,000.00	\$ 4,000	
Gate Valve 12" [within N Main St ROW]	6	\$ 1,500.00	\$ 9,000	
12" Ductile Iron Pipe (DIP) [within N Main St ROW]	1,420	\$ 50.00	\$ 71,000	
12" Ductile Iron Pipe (DIP) Jack & Bore [within N Main St ROW]	100	\$ 120.00	\$ 12,000	
TS&V 12"X12" [within N Main St ROW]	6	\$ 11,000.00	\$ 66,000	
8" Gate Valve [within N Main St ROW]	1	\$ 480.00	\$ 480	
Gate Valve 8" [within Strick Garden Lane ROW]	5	\$ 1,500.00	\$ 7,500	
8" Ductile Iron Pipe (DIP) [within Strick Garden Lane ROW]	1,220	\$ 50.00	\$ 61,000	
TS&V 12"X8" [within Strick Garden Lane ROW]	1	\$ 2,220.00	\$ 2,220	
Blow-Off Valve [within Strick Garden Lane ROW]	1	\$ 1,500.00	\$ 1,500	
fire hydrant [within Strick Garden Lane ROW]	1	\$ 2,000.00	\$ 2,000	
Air Release Valve [within Strick garden Lane ROW]	1	\$ 1,350.00	\$ 1,350	
Whitmire Bid and Contract	238,050		\$ 238,050	238,050
Payment Request 01 Off Site Water 2016-07-30	147,000		\$ 147,000	
Payment Request 03 Water to project 2017-01-05	15,480		\$ 15,480	
Payment Request 03 within public street 2017-01-05	75,570		\$ 75,570	
Total Water Pay Request 3 2017-01-05	238,050		238,050	
<i>Total HUD will not allow to be in their mortgage</i>	-		-	
3 - Sanitary Sewer MH#4 - MH#12 w/ Strick Garden				
Whitmire Bid and Contract	\$ 88,760			\$ 88,760
Payment Request #3 2017-01-05	\$ 88,760			
Balance remaining	-			
4 - Pump Station				
SCADA/Telemetry (COH will provide)	\$ 21,750			
Construction of Shed Roof for cover over control panel	\$ 5,000			
PART 30 KW Generator (Cummins)	\$ 13,500			
PART 225 Auto Transfer Switch, Nema 3X	\$ 1,200			
PART 250 Gallon Propane Tank	\$ 1,500			
Plumber install Gas Piping to connect to generator	\$ 500			
PART Flow Meter and vault	\$ 12,000			
Road base course and grading - Denny Whitmire	\$ 12,000			
Electrician to wire Pump Station	\$ 18,565			
Steppe Pump Station	\$ 140,550			
Total Pump Station	\$ 226,565			\$ 226,565
5 - Bid bore MH#1-MH#3 Under Mud Creek from PS to City MH	\$ 70,000			
Change Order #1 - 11/16/161/13/17	\$ 28,000			
Total Contract with CO#1	\$ 98,000			\$ 98,000
1st Draw for Henson Utility & Boring 11/18/2016	\$ 14,000			
2nd Draw for Henson Utility & Boring 01/30/17	\$ 84,000			
Total of Paid Draws	\$ 98,000			
Ace Engineer - Mike Lovoy				
Task I Preliminary Planning	\$ 1,500			
Task II permitting and Construction Documents	\$ 10,000			
Task III Bidding & Award Administration TBD				
Task IV Construction Observation & Administration	\$ 3,500			
Sub-total	\$ 15,000			
Proposal for Additional Services to complete final plans				
Coordination for Telemetry and flow meter	\$ 500			
Coordination of Generator and pricing	\$ 400			
Coordination & Completion of electrical design & details	\$ 1,200			
Coordination of structural design and details	\$ 700			
Coordination with Contractors for pricing	\$ 700			
Sub-total to "complete final plans"	\$ 3,500			
Total all services	\$ 18,500			\$ 18,500
Total Cost Pump Station, Force Main & connection under Mud Creek				\$ 669,875



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Michael Huffman

Department: Engineering

Date Submitted: 5/24/17

Presenter: Michael Huffman/GreenWorks

Date of Council Meeting to consider this item: 6/1/17

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 15

Mud Creek - Stream Trash Collection Project

The City's NPDES Phase II MS4 Permit issued by the NC Department of Environmental Quality, requires Hendersonville 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.

City stormwater staff, in partnership with non-profit organizations GreenWorks and Mountain True would like to implement a trash collection device on Mud Creek in an effort to reduce floating trash in Mud Creek. This project would also offer public education and outreach as well as generate public involvement in water quality and stormwater management.

The device, named the "Trash Trout" was designed and built by the GreenWorks organization. Its purpose is to sit in a flowing waterway and collect floatables as they move downstream with the current. Similar devices have been successfully installed in other municipalities including Waycross, Georgia, Evansville, Indiana and several locations in Washington D.C. This device would aid in reducing the amount of trash in our waterways and improving overall water quality for our community. Mountain True and GreenWorks have agreed to partner and maintain the device so as to not increase the work load on City employees, additionally the device will be installed at no cost to the City. We are simply requesting permission to install the device on Mud Creek. 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.

Materials, Design, Construction, Installation and Operation and Maintenance are all being funded by GreenWorks.

Suggested Motion:

N/A

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Admin

Date Submitted: 05.24.17

Presenter: Tammie Drake

Date of Council Meeting to consider this item: 06.01.17

Nature of Item: Council Action

Summary of Information/Request:

Item # 18

The City Council may consider appointments to the Business Advisory Committee and Walk of Fame Steering Committee.

ANNOUNCEMENTS/Reminders:

Vacancy on the BOARD OF ADJUSTMENT (alternate position).
Vacancy on the SEVENTH AVENUE ADVISORY COMMITTEE.
Vacancy on the DOWNTOWN ADVISORY COMMITTEE.
Vacancy on the HISTORIC PRESERVATION COMMISSION.
TDA: Selena Einwechter's appointment will expire 06-30-17.

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

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

Please see memo

Attachments:

Memo with background info, board membership lists



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 5/23/2017

Presenter: John Connet

Date of Council Meeting to consider this item: 6/01/2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 19

I would like to request a Closed Session pursuant to NCGS143-318.11(a) (4) and (6) to discuss matters relating to the location or expansion of industries or other businesses in the area served by this body and to consider the performance of an individual employee.

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) (4) and (6) to discuss matters relating to the location or expansion of industries or other businesses in the area served by this body and to consider the performance of an individual employee.

Attachments:

Water and Sewer Extension Policy