

AGENDA

CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

SEPTEMBER 7, 2017 – 5:45 P.M.

COUNCIL CHAMBERS – CITY HALL

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Public Comment Time:** *Up to 15 minutes is reserved for comments from the public for items not listed on the agenda*
4. **Consideration of Agenda**
5. **Consideration of Consent Agenda:** *These items are considered routine, noncontroversial in nature and are considered and approved by a single motion and vote.*
 - A. **Consideration of Minutes: August 3, 2017 Regular Meeting**
 - B. **Consideration of Budget Amendments**
 - i. **Donation of \$6,000 for benches and commemorative plaques at Berkeley Mills Park**
 - ii. **To Move the Budget for Uniforms to the Correct Salary Uniform Allowance Account**
 - iii. **To Record an Increase of \$260,000 for NCDEQ Reimbursement**
 - iv. **To create a new permanent, part-time position for Utilities Department**
 - C. **Consideration of an Agreement with the Hendersonville Housing Authority to Provide Increased and Dedicated Patrols**
 - D. **Consideration of Special Event Permits for Vintage Hendo Market**
 - E. **Consideration of a Resolution to Apply for State Loan or Grant to Fund the Northside Water Improvements Project**
 - F. **Consideration of Resolutions to Apply for State Loan or Grant to Fund:**
 - i. **Wastewater Treatment Plant Biosolids Project**
 - ii. **Water Treatment Plant Biosolids Handling Project**

- G. Consideration of a Resolution to Apply for State Loan or Grant to Fund the French Broad River Intake and Mills River Intake Relocation Project
- H. Consideration of Resolution for Making Certain Statements of Fact Concerning the Proposed Bond Issue and Bond Order Authorizing the Issuance of Not to Exceed \$1,400,000 General Obligation Refunding Bonds of the City of Hendersonville
- I. Consideration of A Resolution Encouraging Congress to Create a Reliable, Predictable Stream of Resources to Address Deferred Maintenance Needs in America's National Park System
- J. Consideration of Utility Extension Agreements for:
 - i. Carolina Village
 - ii. Estates at Brittany Place
- K. Consideration of Revisions to the Fee Schedule
- L. Consideration of Water Purchase Agreement with the Town of Laurel Park
- M. Consideration of a Resolution Adopting an Electronic and Mobile Device and Travel Policies
- N. Consideration of an Application by the Walk of Fame for a Grant from the Community Foundation
- O. Consideration of a Contract for Engineering Services and Construction Administration for the 2017 Wastewater Treatment Facility Improvements Project with McKim and Creed

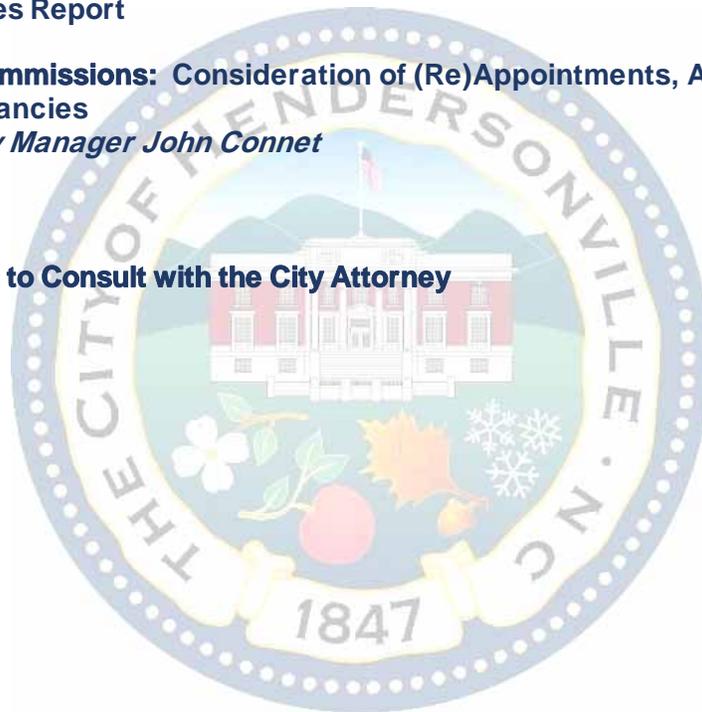
6. Recognitions/Presentations:

- A. **Alzheimer's Awareness Day Proclamation**
Presenter: Mayor Barbara Volk
- B. **Report from Girl Scout Troop 1886 Regarding their "Apple Quest" Silver Award Project**
- C. **Service Excellence Quarterly MVP – Mike Huffman**
Presenter: Mayor Volk and City Manager John Connet
- D. **Reminder and Invitation to the Historic Berkeley Mills Park Celebration**
Presenter: HPC Chair Cheryl Jones

- 7. **Public Hearing – Consideration of an Ordinance to Extend the Corporate Limits of the City of Hendersonville as Petitioned by Carolina Village**
Presenter: Development Assistance Director Susan Frady

- 8. **Public Hearing – Consideration of an Application for the Rezoning of a Parcel Located on Signal Hill Road off of Thompson Street from R-20 Low Intensity Residential to C-3 Highway Business**
Presenter: Senior Planner Matt Champion

9. **Presentation of Police Department Long-Range Plan**
Presenter: Police Chief Herbert Blake
10. **Consideration of West Hendersonville (Buncombe Street) Stormwater Issues and Plan**
Presenter: Brendan Shanahan
11. **Discussion of Purchase of Laurel Park Water System**
Presenter: City Manager John Connet
12. **Discussion of Naming Opportunities at Berkeley Mills Park**
Presenter: City Manager John Connet
13. **Comments from Mayor and City Council Members**
14. **Reports from Staff**
 - A. Contingencies Report
15. **Boards and Commissions: Consideration of (Re)Appointments, Announcement of Upcoming Vacancies**
Presenter: City Manager John Connet
16. **New Business**
17. **Closed Session to Consult with the City Attorney**
18. **Adjourn**





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Admin

Date Submitted: 08/25/17

Presenter: Brian Pahle

Date of Council Meeting to consider this item: 09/07/17

Nature of Item: Council Action

Summary of Information/Request:

Item # 05biii

Budget Amendments (3)

1. Fund 10 | Increase \$6,000 | Donation
2. Funds 10, 60, 67, 68 | No Change | Ledger Technical Correction
3. Fund 360 | Increase \$260,000 | NCDEQ Reimbursement
4. Fund 60 | No Change | New P/T Employee

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

Suggested Motion:

I move to approve the budget amendments as presented.

Attachments:

See below...

BUDGET AMENDMENT

FUND:

ACCOUNT NUMBER			INCREASE	DECREASE
ORG	OBJECT	DESCRIPTION OF ACCOUNT		
100080	498207	DONATIONS/CONTRIBUTIONS	6,000.00	
104760	529900	SUPPLIES & MATERIALS	6,000.00	
FUND 10		TOTAL REVENUES	6,000.00	-
		TOTAL EXPENDITURES	6,000.00	-

An amendment to increase the General Fund budget by \$6,000 as a result of a donation for benches and commemorative plaques at Berkeley Park and on the Oklawaha Greenway.



 CITY MANAGER

Date: 8-25-17

APPROVED BY CITY COUNCIL: _____ DATE:

BUDGET AMENDMENT

FUND: 10, 60, 67, 68

ACCOUNT NUMBER			INCREASE	DECREASE
ORG	OBJECT	DESCRIPTION OF ACCOUNT		
104250	513500	SALARIES & WAGES-UNIFORM/TAXAB	1,212.00	
104270	513500	SALARIES & WAGES-UNIFORM/TAXAB	808.00	
104500	513500	SALARIES & WAGES-UNIFORM/TAXAB	404.00	
104510	513500	SALARIES & WAGES-UNIFORM/TAXAB	1,414.00	
104520	513500	SALARIES & WAGES-UNIFORM/TAXAB	404.00	
684710	513500	SALARIES & WAGES-UNIFORM/TAXAB	2,828.00	
674720	513500	SALARIES & WAGES-UNIFORM/TAXAB	202.00	
104760	513500	SALARIES & WAGES-UNIFORM/TAXAB	1,616.00	
607124	513500	SALARIES & WAGES-UNIFORM/TAXAB	1,781.00	
607126	513500	SALARIES & WAGES-UNIFORM/TAXAB	122.00	
607134	513500	SALARIES & WAGES-UNIFORM/TAXAB	2,436.00	
607136	513500	SALARIES & WAGES-UNIFORM/TAXAB	202.00	
104250	521200	UNIFORMS		1,212.00
104270	521200	UNIFORMS		808.00
104500	521200	UNIFORMS		404.00
104510	521200	UNIFORMS		1,414.00
104520	521200	UNIFORMS		404.00
684710	521200	UNIFORMS		2,828.00
674720	521200	UNIFORMS		202.00
104760	521200	UNIFORMS		1,616.00
607124	521200	UNIFORMS		1,781.00
607126	521200	UNIFORMS		122.00
607134	521200	UNIFORMS		2,436.00
607136	521200	UNIFORMS		202.00
ALL FUNDS			TOTAL REVENUES	
			TOTAL EXPENDITURES	
			-	-
			13,429.00	13,429.00

An amendment to move the budget for uniforms to the correct salary uniform allowance account. This is a technical correction and has no effect on the budget's bottom line for FY17-18.


 CITY MANAGER

Date: 8-25-17

APPROVED BY CITY COUNCIL:

DATE: 9/7/2018

BUDGET AMENDMENT

FUND:

ACCOUNT NUMBER			INCREASE	DECREASE
ORG	OBJECT	DESCRIPTION OF ACCOUNT		
607123	512900	PART TIME SALARY	16,538.00	
607123	518100	FICA TAX	1,117.00	
609910	599100	CONTINGENCIES		17,655.00
FUND 60				
TOTAL REVENUES				
TOTAL EXPENDITURES			17,655.00	17,655.00

This amendment is for the creation of a new permanent, part-time position. The created position is a part-time Facilities Maintenance Mechanic- 2. The position is being proposed to provide support to the Facilities Maintenance Division of the Utilities Department. Tasks will include, but are not limited to: support of full-time staff, mapping of pump station mechanical systems, emergency support, and analysis of pump curves.



 CITY MANAGER

Date: 9/29/17

APPROVED BY CITY COUNCIL: _____ DATE:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Sam Fritschner

Department: Admin

Date Submitted: 15 August 2017

Presenter: Sam Fritschner

Date of Council Meeting to consider this item: 7 September 2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 05c

At the request of the police department the City Council in 2015 approved an agreement whereby the department permitted officers to work for the Hendersonville Housing Authority off duty. The agreement contained other incidental provisions.

That agreement was for a term of two years, which term expires 1 October 2017. The attached proposed agreement would be a two-year renewal of the previous agreement with an increase in the payment amount from \$28,750.00 per quarter to \$31,250.00. The 2017 agreement also deletes from the 2015 version the City's obligation to maintain police vehicles.

There are one or two minor grammatical changes.

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 to approve the 2017 renewal of the agreement with the Hendersonville Housing Authority.

Attachments:

Proposed agreement

**AGREEMENT TO PROVIDE INCREASED AND DEDICATED PATROLS TO
HENDERSONVILLE HOUSING AUTHORITY**

THIS AGREEMENT entered into between HENDERSONVILLE HOUSING AUTHORITY ("HHA") and the CITY OF HENDERSONVILLE ("City") as of the 1st day of October 2017.

WHEREAS, HHA has need of additional law enforcement services on and about the properties and functions of HENDERSONVILLE HOUSING AUTHORITY in order to provide for the additional safety and protection of its staff, community, and all persons in and around properties of HHA, and

WHEREAS, the parties desire to set forth in writing their agreement as to this special law enforcement service;

NOW THEREFORE, it is agreed between HHA and the City as follows:

1. THE CITY SHALL FURNISH DEDICATED PERSONNEL FOR ENFORCEMENT:

During the term of this agreement, the City agrees to furnish two sworn police officers who shall be assigned to provide dedicated law enforcement protection and patrol within the property, premises, and functions of HHA. The officers shall be trained and experienced and are to be selected by the Hendersonville Chief of Police in accordance with Paragraph 3 below. In addition, the City will provide regular employee benefits as defined by City of Hendersonville Personnel Policy and applicable law.

The officers assigned to HHA will be under the supervision of the recognized chain of command of the Hendersonville Police Department ("HPD"). The HPD shall provide administrative and field support as necessary without additional charge to the HHA.

2. SPECIFIC REQUIREMENTS UNDER THIS AGREEMENT:

The City agrees to provide two full-time sworn officers for the purpose of providing foot patrols and roving patrols during hours to be agreed upon between HHA and the City and for interaction with visitors, staff and community. HHA agrees to provide to the City the monetary funding for the Officer, including training and equipment as specifically set forth in paragraph (4) below.

3. HIRING AND SELECTION OF OFFICERS

(a) City agrees that the personnel assigned to HHA will be sworn officers who demonstrate a capability to relate to the business operators, residents and visitors of HHA so that the officers may further public relations and good will. Although the decision as to which officer to assign to

HHA shall remain the prerogative of the City, the City will make good faith efforts to assign an officer who demonstrates an ability to function efficiently in the environment of HHA. The City will consult with HHA in connection with the assignment of such officers and if a particular officer becomes unsatisfactory to HHA, HHA shall make its concern known to the City and the City will take reasonable actions, which may be replacement of the assigned officer.

(b) The City agrees that the officer assigned to HHA will make every reasonable effort to become knowledgeable about any problem areas within and surrounding HHA, in order to help develop an effective line of communication between the City and HHA. The City also agrees that the City will assist with crime prevention programs in HHA. The officer assigned to HHA will attend any meetings deemed appropriate by HHA and the City.

(c) The City will provide to HHA copies of such incident reports, arrest reports and other public documents generated by the City which reflect any actual or potential criminal activity in or around HHA upon request unless prohibited by law.

(d) The City shall provide HHA with a completed periodic activity report with supporting documentation attached in a form and frequency agreed to by HHA and the City.

(e) The assigned officers' primary responsibility shall be the HHA, including the geographical surroundings of the HHA.

(f) This agreement is for extraordinary law enforcement service and is not intended to eliminate or replace basic law enforcement services which are currently provided to HHA by the City. To this end, HHA and the City recognize that the Hendersonville Police Department will retain primary responsibility for answering calls for service to HHA in areas within the City of Hendersonville.

(g) Although officers assigned to HHA may be called to emergency duty in areas other than HHA and the immediate surrounding area, the City agrees that substantially all of the time and efforts of the officers assigned to HHA shall be devoted to providing law enforcement services in HHA and the immediate surrounding areas. Should unforeseen developments cause this to change, the City agrees, when reasonably possible, to give notice to HHA before assigning an officer to other duties without also providing a satisfactory replacement under the provisions of Paragraph (3).

(h) The officer assigned to HHA may be absent from the HHA due to normal sickness, court, vacation or training obligations, and there will be no set-off or deduction of payment due to such absences. The City agrees to make reasonable efforts to temporarily or permanently replace an officer assigned to HHA in the case of an expected long-term absence.

(i) The City shall pay all salaries, taxes and amounts due to the officers described in this agreement in accordance with City policies and in accordance with the Fair Labor Standards Act.

(j) Both parties acknowledge that any services provided by the City under this agreement for geographical points outside the city limits of the City of Hendersonville are limited and shall not be construed as primary law enforcement activity. Officers generally have limited primary enforcement powers outside these city limits and are available only in the limited capacity as witnesses backup and like services.

4. WEAPONS, VEHICLES, EQUIPMENT AND TRAINING

(a) All equipment supplied by the HPD will be itemized as a part of agreement where HHA agrees to fund within the contract the equipment that will be issued to the officers.

(b) The HPD agrees to provide all administrative support necessary for these officers at no additional cost.

(c) The HPD agrees that the officers assigned to this detail shall be considered regular employees of the Hendersonville Police Department.

(d) All equipment purchased by the HPD pursuant to this agreement, whether purchased with HHA funds or HPD funds, shall become the property of the City of Hendersonville and shall be retained by the City upon the conclusion of this contract unless otherwise stipulated.

(e) HHA shall have the right to retain any vehicle purchased hereunder less specialized police equipment it is not in breach of this agreement.

(e) The officers assigned to HHA services shall be considered regular employees of the City of Hendersonville.

(f) The City shall submit for prior approval to HHA all proposed funding for equipment or training not provided for in paragraph (10).

5. STATUS OF OFFICERS ASSIGNED TO HHA

The officers assigned to HHA under this agreement shall be considered employees of the City and not employees of HHA. The City shall hold the HHA harmless for all injuries to person or property caused by the City, including the officers provided pursuant this agreement.

No agent, employee or representative of HHA shall use or operate any law enforcement vehicle, including specifically any vehicle dedicated to City police department use. HHA shall be wholly responsible for the insurance and licensing of the vehicles used by the City police officers pursuant to this agreement and other equipment provided to officers under this agreement. The vehicles shall at all times be titled to HHA.

6. TERM OF AGREEMENT

The term of this agreement shall be two years beginning 1 October 2017. This agreement may be terminated by either party upon six months' written notice to the other party.

7. RESPONSIBILITY FOR PERSONNEL AND FOR DAMAGES

In conducting the duties under this agreement, HHA shall not be responsible for any workers' compensation benefits or damages incurred by any officer while performing any duty under this contract. At all times officers shall be employees of the City. HHA shall not bear any responsibility for injury to officers not caused by HHA, and need not carry workers' compensation insurance covering such officer.

8. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing contained herein shall be deemed a waiver of any defense based on governmental immunity that may otherwise be available to the City or any officer, employee, or agent of the City except as provided by North Carolina General Statutes.

9. MISCELLANEOUS

This agreement shall represent the entire agreement between the parties and may not be modified or amended except by written agreement signed by HHA and the City.

10. PAYMENT

HHA shall pay to the City each quarter the sum of \$31,250.00, which shall include payment for salary, benefits, patrol vehicle, vehicle maintenance, and basic annual equipment costs. Payment will be due and payable by HHA not later than the tenth day of the month following the end of the quarter of service.

The signatories hereto warrant that they are authorized to bind their principals to this agreement. This agreement may be terminated by either party upon 180 days' written notice. HHA and the City have executed this contract in duplicate originals, with one original being retained by each party.

HENDERSONVILLE HOUSING AUTHORITY

CITY OF HENDERSONVILLE

Diana Brow, executive director

John F. Connet, city manager

Date: _____

Date: _____



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 8-17-17

Presenter: Susan G. Frady

Date of Council Meeting to consider this item: 09/07/17

Nature of Item: Council Action

Summary of Information/Request:

Item # 05d

On August 17, 2017, the Special Events Committee met and reviewed an application from Southern Appalachian Brewery sponsor of Vintage Hendo Market to be held on October 07, 2017 from 11 a.m. - 6p.m. This is the 4th year for this event and 65 vendors are registered to date.

Vintage Hendo is a pop-up market featuring arts and crafts and vintage resale items.

The change this year is that Locust Street will be closed from Bearcat Blvd. to 7th Avenue. There will be vendors in the street. There will not be vendors in front of the alley and Track Street as these will be used for emergency access if necessary. In past years, Locust Street was only closed from Bearcat Blvd. to Track Street.

The 7th Avenue Advisory Committee has reviewed this event and was not opposed to the closing of the street.

The Special Events Committee voted unanimously to approve the special event permit for the Vintage Hendo Market.

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.*

I move the City Council approve the agenda item for a special event permit for Vintage Hendo Market.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 8/30/17

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 9/7/17

Nature of Item: Council Action

Summary of Information/Request:

Item # 05e

The North Carolina Department of Environmental Quality Division of Water Infrastructure (DWI) is accepting State Revolving Fund (SRF) loan applications by September 29, 2017 for water and wastewater projects. Staff is working with our consultant to put together an application for the Northside Water System Improvements project, which is currently under design.

The attached resolution is required as part of the application process, and staff is asking for it's execution so that we can proceed with an application. Please let me know if you have any questions. Thank you

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

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

I hereby authorize the Mayor to execute the attached resolution in order to apply for a North Carolina Department of Environmental Quality Division of Water Infrastructure SRF loan to fund the Northside Water System Improvements project. I also hereby authorize that the City Manager shall be considered the City's Authorized Official when executing or providing any funding application or other documents associated with the project.

Attachments:

Resolution
Certification by Recording Officer

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water distribution systems, and

WHEREAS, The City of Hendersonville has need for and intends to construct a drinking water distribution system project described as the Northside Water System Improvements Project, requiring the construction of a new 2,000 gallons per minute (gpm) booster pump station, suction and discharge water mains to and from the booster pump station, a new 1.0 million gallon (MG) ground storage tank, and new water main to the 1.0 MG ground storage tank, and

WHEREAS, The City of Hendersonville intends to request state loan assistance for the project,

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

That The City of Hendersonville, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Hendersonville to make scheduled repayment of the loan, to withhold from the City of Hendersonville any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That John F. Connet, City Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 7th day of September, 2017 at 145 5th Avenue East, Hendersonville, North Carolina.

(Signature of Chief Executive Officer)

(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Hendersonville does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City Council duly held on the 7th day of September, 2017; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

(Title of Recording Officer)



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 8/30/17

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 9/7/17

Nature of Item: Council Action

Summary of Information/Request:

Item # 05f

The North Carolina Department of Environmental Quality Division of Water Infrastructure (DWI) is accepting State Revolving Fund (SRF) loan applications by September 29, 2017 for water and wastewater projects. Staff is working with our consultant to put together an application for the Wastewater Treatment Facility Biosolids project, which is currently under design.

The attached resolution is required as part of the application process, and staff is asking for it's execution so that we can proceed with an application. Please let me know if you have any questions. Thank you

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

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

I hereby authorize the Mayor to execute the attached resolution in order to apply for a North Carolina Department of Environmental Quality Division of Water Infrastructure SRF Clean Water loan to fund the Wastewater Treatment Facility Biosolids project. I also hereby authorize that the City Manager shall be considered the City's Authorized Official when executing or providing any funding application or other documents associated with the project.

Attachments:

Resolution
Certification by Recording Officer

RESOLUTION BY CITY OF HENDERSONVILLE CITY COUNCIL

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works projects, and
- WHEREAS, The City of Hendersonville has need for and intends to construct a wastewater treatment works project described as construction of new wastewater treatment plant biosolids dewatering and processing equipment and facilities serving the Hendersonville Wastewater Treatment Facility (WWTF), and
- WHEREAS, The City of Hendersonville intends to request state loan assistance for the project,

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

That The City of Hendersonville, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Hendersonville to make scheduled repayment of the loan, to withhold from the City of Hendersonville any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That John F. Connet, City Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 7th day of September, 2017; at City Hall, 145 Fifth Avenue East, Hendersonville, North Carolina.

(Signature of Chief Executive Officer)

(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Hendersonville does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of
an application with the State of North Carolina, as regularly adopted at a legally convened meeting of
the City Council of the City of Hendersonville duly held on the 7th day of September, 2017; and, further,
that such resolution has been fully recorded in the journal of proceedings and records in my office. IN
WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

(Title of Recording Officer)



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 8/30/17

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 9/7/17

Nature of Item: Council Action

Summary of Information/Request:

Item # 05fii

The North Carolina Department of Environmental Quality Division of Water Infrastructure (DWI) is accepting State Revolving Fund (SRF) loan applications by September 29, 2017 for water and wastewater projects. Staff is working with our consultant to put together an application for the Water Treatment Plant Biosolids project, which is currently under design.

The attached resolution is required as part of the application process, and staff is asking for it's execution so that we can proceed with an application. Please let me know if you have any questions. Thank you

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

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

I hereby authorize the Mayor to execute the attached resolution in order to apply for a North Carolina Department of Environmental Quality Division of Water Infrastructure SRF Drinking Water loan to fund the Water Treatment Plant Biosolids project. I also hereby authorize that the City Manager shall be considered the City's Authorized Official when executing or providing any funding application or other documents associated with the project.

Attachments:

Resolution
Certification by Recording Officer

RESOLUTION BY CITY OF HENDERSONVILLE CITY COUNCIL

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water treatment works projects, and
- WHEREAS, The City of Hendersonville has need for and intends to construct a drinking water treatment works project described as construction of new water treatment plant residuals dewatering and processing equipment and facilities serving the Hendersonville Water Treatment Plant (WTP), and
- WHEREAS, The City of Hendersonville intends to request state loan assistance for the project,

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

That The City of Hendersonville, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Hendersonville to make scheduled repayment of the loan, to withhold from the City of Hendersonville any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That John F. Connet, City Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 7th day of September, 2017; at City Hall, 145 Fifth Avenue East, Hendersonville, North Carolina.

(Signature of Chief Executive Officer)

(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Hendersonville does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of
an application with the State of North Carolina, as regularly adopted at a legally convened meeting of
the City Council of the City of Hendersonville duly held on the 7th day of September, 2017; and, further,
that such resolution has been fully recorded in the journal of proceedings and records in my office. IN
WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

(Title of Recording Officer)



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 8/30/17

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 9/7/17

Nature of Item: Council Action

Summary of Information/Request:

Item # 05g

The North Carolina Department of Environmental Quality Division of Water Infrastructure (DWI) is accepting State Revolving Fund (SRF) loan applications by September 29, 2017 for water and wastewater projects. Staff is working with our consultant to put together an application for the French Broad River Intake and Mills River Intake Relocation project, which is currently under design.

The attached resolution is required as part of the application process, and staff is asking for it's execution so that we can proceed with an application. Please let me know if you have any questions. Thank you

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

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

I hereby authorize the Mayor to execute the attached resolution in order to apply for a North Carolina Department of Environmental Quality Division of Water Infrastructure SRF loan to fund the French Broad River Intake and Mills River Intake Relocation project. I also hereby authorize that the City Manager shall be considered the City's Authorized Official when executing or providing any funding application or other documents associated with the project.

Attachments:

Resolution
Certification by Recording Officer

RESOLUTION BY CITY OF HENDERSONVILLE CITY COUNCIL

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water treatment works projects, and
- WHEREAS, The City of Hendersonville has need for and intends to construct a drinking water treatment works project described as construction of a new intake/pumping station facility along the French Broad River and relocation of existing Mills River intake, and
- WHEREAS, The City of Hendersonville intends to request state loan assistance for the project,

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

That The City of Hendersonville, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Hendersonville to make scheduled repayment of the loan, to withhold from the City of Hendersonville any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That John F. Connet, City Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 7th day of September, 2017; at City Hall, 145 Fifth Avenue East, Hendersonville, North Carolina.

(Signature of Chief Executive Officer)

(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Hendersonville does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City Council of the City of Hendersonville duly held on the 7th day of September, 2017; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

(Title of Recording Officer)



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lisa White
Date Submitted: 8-28-17
Date of Council Meeting to consider this item: 9-7-17
Nature of Item: Council Action
Department: Finance
Presenter: Lisa White

Summary of Information/Request: **Item #** 05h

First Tryon, Financial Advisors, prepared an analysis of the Cities outstanding debt and current market rates. Their research indicates that the City may be able to realize debt service savings by refunding its General Obligation Bonds, Series 2008A, maturing March 1, 2019 through and March 1, 2027.

A copy of a refunding analysis is attached. As provided in that analysis, the City should realize net present value savings of approximately \$76,750 or 5.4% of the refunded par amount based on an estimated interest rate. Total cash savings of approximately \$76,750 over the remaining life of the bonds (After cost of issuance fees) or approximately \$7,938 per year.

The City has issued an RFP soliciting bids from banks to directly purchase the refunding bond and expects to receive those bids on September 13, 2017.

The City has requested consideration for approval of this refunding, in the amount not to exceed \$1,400,000 at the October 3, 2017 meeting of the Local Government Commission.

Attached please find the required documents for the refunding, Parker Poe is serving as Bond Counsel and First Tryon will serve as the Financial Advisors.

Budget Impact: \$ 76,750 savings over 10 yrs 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.*

- ****The minutes will reflect that Council will take the following 3 actions:
- 1) adopt the resolution making certain statements of fact related to the refunding;
 - 2) introduce the Bond Order and
 - 3) adopt the Bond Order – the proceedings will show which Council member introduced the Bond Order, then indicate that the Council adopted the Bond Order.

Attachments:

Resolution making Certain Statements of Fact concerning Proposed Bond Order,
 Bond Order Authorizing the Issuance, Statement of Estimated Interest, LGC Form 109 - Statement of Debt, Letter to LGC

City of Hendersonville, North Carolina

Refunding Analysis - General Obligation Bonds, Series 2008

Preliminary; Subject to Change

Refunded Bonds	
Par Amount	1,300,000
Maturities	March 1, 2019-2027
Average Coupon	4.15%
Optional Redemption	March 1, 2018 @ 100%

Refunding Bonds	
Par Amount	1,357,000
Estimated Interest Rate	2.25%

Savings Results	
Net PV Savings (\$)	69,962
Net PV Savings (%)	5.38%
Cash Flow Savings	7,938

Fiscal Year	Cash Flow Savings
2018	5,310
2019	8,043
2020	7,755
2021	7,423
2022	8,045
2023	7,600
2024	7,960
2025	8,178
2026	8,253
2027	8,185
Total	76,750

Assumptions

10/17/17 Dated/Delivery Date

\$35k cost of issuance

Level annual savings

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE

WHEREAS, the City Council (the "*City Council*") is considering the issuance of bonds of the City of Hendersonville, North Carolina (the "*City*") which shall be for the following purpose and in the following maximum amount:

Not to exceed \$1,400,000 of general obligation refunding bonds to pay the costs of refunding in advance of their maturities \$1,300,000 aggregate principal amount of the City of Hendersonville, North Carolina General Obligation Sidewalk Bonds, Series 2008A maturing on and after March 1, 2019.

WHEREAS, certain findings of fact by the City Council must be presented to enable the Local Government Commission of the State of North Carolina to make certain determinations as set forth in Article 4 of Chapter 159 of the General Statutes, Section 52.

NOW, THEREFORE, BE IT RESOLVED that the City Council meeting in open session on the 7th day of September, 2017, has made the following factual findings in regard to this matter:

A. ***Facts Regarding Necessity of Proposed Financing.*** The proposed bonds are necessary and expedient to lower debt service costs to the City.

B. ***Facts Supporting the Amount of Bonds Proposed.*** The sums estimated for these bonds are adequate and not excessive for the proposed purpose.

C. ***Past Debt Management Policies.*** The City's debt management procedures and policies are good and have been carried out in compliance with law. The City employs a Finance Director to oversee compliance with applicable laws relating to debt management. The City Council requires annual audits of City finances. In connection with these audits, compliance with laws is reviewed. The City is not in default in any of its debt service obligations. The City Attorney reviews all debt-related documents for compliance with laws.

D. ***Past Budgetary and Fiscal Management Policies.*** The City's budgetary and fiscal management policies have been carried out in compliance with laws. Annual budgets are closely reviewed by the City Council before final approval of budget ordinances. Budget amendments changing a function total or between functions are presented to the City Council at regular City Council meetings. The Finance Director presents financial information to City Council which shows budget to actual comparisons annually and otherwise as the City Manager deems necessary or as a member of the City Council may request.

E. ***Retirement of Debt.*** The schedule for issuing the bonds does not require a property tax increase. The City expects to issue all of the bonds in fiscal year 2018, though the City may delay issuing the bonds until such issuance will generate sufficient net present value savings for the City.

F. ***Marketability of Bonds.*** The City has been advised that the proposed bonds can be marketed at reasonable rates of interest.

G. ***Financing Team.*** The City Manager and the Finance Director, with advice from the City Attorney, are hereby authorized and directed to retain Parker Poe Adams & Bernstein LLP, as bond counsel, and First Tryon Advisors, as financial advisor, and such action is hereby ratified. The City Manager and

the Finance Director, individually or collectively, are authorized to retain other professionals as in their discretion may be necessary to carry out the transaction described in this Resolution.

Upon motion of Council Member _____, the foregoing order titled: **“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE”** was adopted by the following vote:

AYES:

NAYS:

PASSED, ADOPTED AND APPROVED this 7th day of September, 2017.

The following Bond Order was introduced by Council Member _____:

**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,400,000
GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF HENDERSONVILLE,
NORTH CAROLINA**

WHEREAS, the City of Hendersonville, North Carolina (the “City”) has issued General Obligation Sidewalk Bonds, Series 2008 (the “2008 Bonds”) currently outstanding in the aggregate principal amount of \$1,400,000;

WHEREAS, the City Council (the “City Council”) of the City deems it advisable to refund all of the outstanding 2008 Bonds maturing on and after March 1, 2019;

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina (the “Commission”) requesting Commission approval of the bonds hereinafter described as required by the Local Government Bond Act.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Hendersonville, North Carolina, as follows:

Section 1. The City Council deems it advisable to refund \$1,300,000 in aggregate principal amount of the 2008 Bonds maturing on and after March 1, 2019.

Section 2. To raise the money required to pay the costs of refunding the 2008 Bonds as set forth above, general obligation refunding bonds of the City of Hendersonville, North Carolina are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such general obligation refunding bonds authorized by this bond order shall not exceed \$1,400,000.

Section 3. Taxes will be levied in an amount sufficient to pay the principal and interest on the bonds.

Section 4. A sworn statement of the City’s debt has been filed with the City Clerk and is open to public inspection.

Section 5. This bond order shall take effect on its adoption.

Having been introduced by Council Member _____ and upon motion of Council Member _____, the foregoing order titled: “**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,400,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA**”, was adopted by the following vote:

AYES:

NAYS:

The City Clerk is directed to publish a notice of adoption as prescribed by The Local Government Bond Act, the bond order titled, “**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,400,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA.**”

PASSED, ADOPTED AND APPROVED this 7th day of September, 2017.

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

I, Tammie Drake, City Clerk of the City of Hendersonville, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of the bond order titled “**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,400,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA**”, which was introduced by Council Member _____ and adopted by the City Council of the City of Hendersonville, North Carolina in regular session convened on the 7th day of September, 2017, as recorded in the minutes of the City Council of the City of Hendersonville, North Carolina.

WITNESS my hand and the seal of the City of Hendersonville, North Carolina, this the 7th day of September, 2017.

(SEAL)

City Clerk
City of Hendersonville, North Carolina

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

I, Tammie Drake, City Clerk of the City of Hendersonville, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of the resolutions titled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE**” adopted by the City Council of the City of Hendersonville, North Carolina in regular session convened on the 7th day of September, 2017, as recorded in the minutes of the City Council of the City of Hendersonville, North Carolina.

WITNESS my hand and the seal of the City of Hendersonville, North Carolina, this the 7th day of September, 2017.

(SEAL)

City Clerk
City of Hendersonville, North Carolina

**STATE OF NORTH CAROLINA
DEPARTMENT OF STATE TREASURER**

*State and Local Government Finance Division
and the Local Government Commission
325 North Salisbury Street, Raleigh, North Carolina 27603-1385*

STATEMENT OF DEBT

For City of Hendersonville, North Carolina

To be filed with the application. The debt described below should not include debt incurred or to be incurred in anticipation of the collection of taxes or other revenues or in anticipation of the sale of bonds other than funding or refunding bonds. The debt described below should not include revenue bonds or special obligation bonds.

A. Gross Debt

1. Outstanding debt evidenced by bonds:

<u>Purpose</u>	<u>Amount</u>	
Water		
Sanitary Sewer		
Electric		
Gas		
Other (1998/2008A G.O. Bonds)	\$1,490,000	
		Total: <u>\$1,490,000</u>

2. The proposed financing, and bonds authorized by orders introduced but not yet adopted:

<u>Date Introduced</u>	<u>Purpose</u>	<u>Amount</u>	
9/7/17	Refunding	\$1,400,000	
			Total: <u>\$1,400,000</u>

3. Unissued bonds authorized by adopted orders:

<u>Date Introduced</u>	<u>Purpose</u>	<u>Amount</u>	
			Total: \$ _____

4. Outstanding debt not evidenced by bonds (lease-purchase agreements & SRF loans):

<u>Date Incurred</u>	<u>Purpose</u>	<u>Amount</u>	
7/26/15	Sewer	\$2,506,465	
7/24/15	Sewer	\$3,906,540	
6/17/15	Sewer	\$1,633,500	
4/5/13	Muni Building/Streets/Fire Truck	\$4,650,000	
4/10/12	Water	\$7,762,301	
5/26/11	Water	\$ 400,247	
9/19/07	Water	\$ 596,979	
10/14/03	Muni Building	\$ 350,000	
11/27/01	Sewer	\$3,312,500	
09/11/15	Parking Kiosks /Garbage Truck	\$ 218,631	
06/30/17	Fire Truck	\$ 610,969	
			Total: <u>\$ 25,948,132</u>

Total Gross Debt (Sum of 1, 2, 3 and 4) \$, 28,828,132

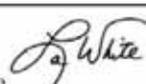
B. Deductions

- 1. Funding and refunding bonds authorized by orders introduced but not yet adopted \$ 1,400,000
 - 2. Funding and refunding bonds authorized but not issued ... \$ _____
 - 3. Amount held in sinking funds or otherwise for the payment of gross debt other than debt incurred for water, gas, electric light or power purposes or sanitary sewer purposes (to the extent deductible under Section 159-55[b] of the Local Government Bond Act), or two or more of these purposes..... \$ _____
 - 4. Bonded debt included in gross debt and incurred or to be incurred for water, gas or electric light or power purposes, or any two or more of these purposes. \$ _____
 - 5. Bonded debt included in gross debt and incurred or to be incurred for sanitary sewer system purposes (to the extent deductible under Section 159-55[b] of The Local Government Bond Act). \$ _____
 - 6. Uncollected special assessments levied for local improvements for which gross debt (that is not otherwise deducted) was or is to be incurred, to the extent it will be applied, when collected, to the payment of such gross debt. \$ _____
 - 7. Estimate of special assessments to be levied for local improvements for which any part of gross debt (that is not otherwise deducted) was or is to be incurred, to the extent that the special assessments when collected, will be applied to the payment of any part of gross debt..... \$ _____
- Total Deductions (Sum of 1 through 7) \$ 1,400,000

C. Net Debt being the difference between Total Gross Debt (A) and Total Deductions (B). \$27,438,132

D. Assessed Value of property subject to taxation being the value from which the assessed value was last fixed for taxation as revealed by the County tax records and certified by the County Tax Supervisor..... \$ 1,737,261,913

E. Percentage that Net Debt bears to the assessed value of property subject to taxation (C ÷ D)..... 1.58 %

I certify the above is correct to the best of my knowledge.	<div style="text-align: center;">  Finance Officer's Signature </div>	Date 9-7-17
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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

August 28, 2017

Mr. Tim Romocki
Director, Debt Management
State and Local Government Finance
Department of State Treasurer
3200 Atlantic Avenue
Raleigh, NC 27604

Dear Mr. Romocki:

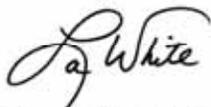
Analysis of current market rates indicates that the City of Hendersonville, North Carolina (the "City") may be able to realize debt service savings by refunding its General Obligation Bonds, Series 2008A maturing March 1, 2019 through and March 1, 2027, inclusive. A copy of a refunding analysis is attached. As provided in that analysis, the City would realize net present value savings of approximately \$70,000 or 5.4% of the refunded par amount based on an estimated interest rate.

First Tryon Advisors is serving as Financial Advisor to the City. Parker Poe is serving as Bond Counsel. The City is planning on soliciting bids from banks to directly purchase the refunding bond and expects to receive those bids on September 13, 2017.

The City requests consideration for approval of this refunding, in the amount not to exceed \$1,400,000 at the October 3, 2017 meeting of the Local Government Commission.

Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,



Lisa A. White, CPA, CGFO
Finance Director



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 8/17/2017

Presenter: John Connet

Date of Council Meeting to consider this item: 9/07/2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 05i

The National Parks Service, with the assistance of Pew Charitable Trust, has initiated a campaign to seek support from local governments for recurring maintenance funding for all national parks. The City of Hendersonville was contacted due to our close proximity to Carl Sandburg National Historic Site. The Pew Charitable Trust has asked the City Council to adopt the attached resolution asking Congress to create a reliable, predictable stream of resources to address deferred maintenance needs in America's National Park System.

Budget Impact: \$ None 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 asking the United States Congress to establish a recurring funding source for deferred maintenance needs in the National Park System.

Attachments:

Proposed resolution
Supporting documents

**CITY COUNCIL
OF THE
CITY OF HENDERSONVILLE
STATE OF NORTH CAROLINA**

**A RESOLUTION ENCOURAGING CONGRESS TO CREATE A RELIABLE, PREDICTABLE
STREAM OF RESOURCES TO ADDRESS DEFERRED MAINTENANCE NEEDS IN
AMERICA'S NATIONAL PARK SYSTEM.**

WHEREAS, America's National Park System is a living testament to our citizens valor, our nation's hardships, our victories, and our traditions as Americans, and has been called "America's Best Idea;" and

WHEREAS, the National Park System preserves the diversity, culture, and heritage of all Americans, and serves as a living classroom for future generations; and

WHEREAS, in 2016, the National Park Service celebrated its centennial, and currently manages more than 400 nationally significant sites and an invaluable collection of more than 75,000 natural and cultural assets that span 84 million acres across all 50 states, the District of Columbia, and several U.S. territories and insular areas; and

WHEREAS, North Carolina is home to ten national park units, including the Blue Ridge Parkway, Cape Hatteras National Seashore, Moores Creek National Battlefield, Great Smoky Mountains National Park, and Carl Sandburg Home National Historic Site.

WHEREAS, the County of Henderson is a gateway community to both the Carl Sandburg Home National Historic Site and the Blue Ridge Parkway, and benefits from the tourism associated with visitors to these park; and

WHEREAS, the National Park Service's mission is to "to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations;" and

WHEREAS, in 2016, the National Park System had more than 331 million visits, with 18.5 million in North Carolina, including 81,000 to the Carl Sandburg Home National Historic Site, and 15.2 million along the length of the Blue Ridge Parkway; and

WHEREAS, in 2016, National Park Service estimates indicate that park visitors spent more than \$1.3 billion in North Carolina in the local communities adjacent to national parks, including \$4.7 million in those neighboring the Carl Sandburg Home National Historic Site, and \$980 million in those along the Blue Ridge Parkway; and

WHEREAS, the National Park Service has the obligation to preserve our nation's history; promote access to national parks for all citizens; stimulate revenue to sustain itself and nearby communities; educate the public about America's natural, cultural and historical resources, and provide safe facilities and environs to enjoy these resources; and

WHEREAS, in 2016, the National Park Service estimated a deferred maintenance backlog of \$11.3 billion, over \$430 million in North Carolina, \$8 million at the Carl Sandburg Home National Historic Site, and \$261 million along the North Carolina section of the Blue Ridge Parkway, which includes repairs to aging historical structures, trails, sewers, thousands of miles of roads, bridges, tunnels, and other vital infrastructure; and

WHEREAS, it is the responsibility of Congress to maintain America's national parks to ensure our natural places and our history is preserved and documented for future generations, and for the adjacent communities that rely on the direct and indirect economic benefits generated by visits to national park sites.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HENDERSONVILLE that the City of Hendersonville urges Congress to create a reliable, predictable stream of resources to address deferred maintenance needs in America's National Park System, and to ensure that federal infrastructure initiatives include provisions to address park maintenance.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2017.

Restore America's Parks

April 4, 2017

The Honorable Lisa Murkowski
Chair
Interior Subcommittee
Committee on Appropriations
Washington, DC 20510

The Honorable Ken Calvert
Chair
House Subcommittee on
Interior, Environment, and Related Agencies
Washington, DC 20515

The Honorable Tom Udall
Ranking Minority Member
Interior Subcommittee
Committee on Appropriations
Washington, DC 20510

The Honorable Betty McCollum
Ranking Minority Member
House Subcommittee on
Interior, Environment, and Related Agencies
Washington, DC 20515

Dear Chair Murkowski, Chair Calvert, Ranking Member Udall, and Ranking Member McCollum:

2016 marked the 100th birthday of the National Park Service (NPS), which oversees more than 400 natural and cultural areas in all 50 states and most U.S. territories. NPS faces a growing challenge in adequately maintaining its sites to ensure that visitors can experience the parks' natural beauty and learn about our nation's history. After decades of underfunding, NPS has an infrastructure repair backlog estimated at \$11.9 billion (FY 2015). This includes crucial repairs to aging historical structures and thousands of miles of roads and trails, bridges, tunnels, sewers, drainage, and other vital infrastructure.

Writer and historian Wallace Stegner said that national parks are "the best idea we ever had. Absolutely American, absolutely democratic, they reflect us at our best rather than our worst." As companies, organizations, and associations, we support addressing the infrastructure repair backlog throughout these parks.

To address the backlog and put our national parks on sound financial footing for the future, we must do the following

- Create a guaranteed federal fund that will chip away at the estimated \$11.9 billion backlog over time.
- Implement policy reforms, such as entry and vendor fees, that will help to prevent repair backlog from accruing to begin with.
- Direct more Highway Trust Fund dollars to NPS, as half of the estimated \$11.9 billion backlog is attributed to the 10,000 miles of roads and hundreds of bridges and tunnels that NPS must maintain and repair.
- Provide additional opportunities for public-private opportunities to address infrastructure repair.

From the Grand Canyon and the Great Smoky Mountains, to the Statue of Liberty to battlefields like Gettysburg, the National Park System serves as a living testament to our citizens' valor, our hardships, our victories, and our traditions as Americans. We need to ensure that our children and grandchildren are able to see and appreciate our rich history in these places, and to learn more about the people and lands that have shaped us as a nation.

We urge you to work with us to protect our national parks well into the future and, in particular, to support guaranteed funding for infrastructure repair needs.

Sincerely,

National Supporters

American Alpine Club
American Alpine Institute
American Cultural Resources Association
American Institute of Architects
Archaeological Institute of America
American Hiking Society
Asian and Pacific Islander Americans in
Historic Preservation
Coalition to Protect America's National Parks
Family Motor Coach Association
GreenLatinos
Hispanics Enjoying Camping Hiking & the
Outdoors (HECHO)
International Dark-Sky Association
International Inbound Travel Association

International Mountain Bicycling Association
Institute for Bird Populations
Kappa Alpha Phi Fraternity, Inc.
National Parks Conservation Association
National Trust for Historic Preservation
Outdoor Industry Association
Recreation Vehicle Industry Association
Society for American Archaeology
Society for Historical Archaeology
Student Conservation Association
The Corps Network
The Pew Charitable Trusts
Tourism Cares
U.S. Conference of Mayors
Vet Voice Foundation

North Carolina

Statewide Supporters

North Carolina Restaurant & Lodging Association
Southeast Tourism Society

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Alleghany County Chamber of Commerce
Andrews Chamber of Commerce
Asheville Area Chamber of Commerce
Asheville Convention and Visitors Bureau
Avery County Chamber of Commerce
Blowing Rock Chamber of Commerce
Blowing Rock Tourism Development Authority
Boone Area Chamber of Commerce
Brevard/Transylvania Chamber of Commerce
Crystal Coast Tourism Authority

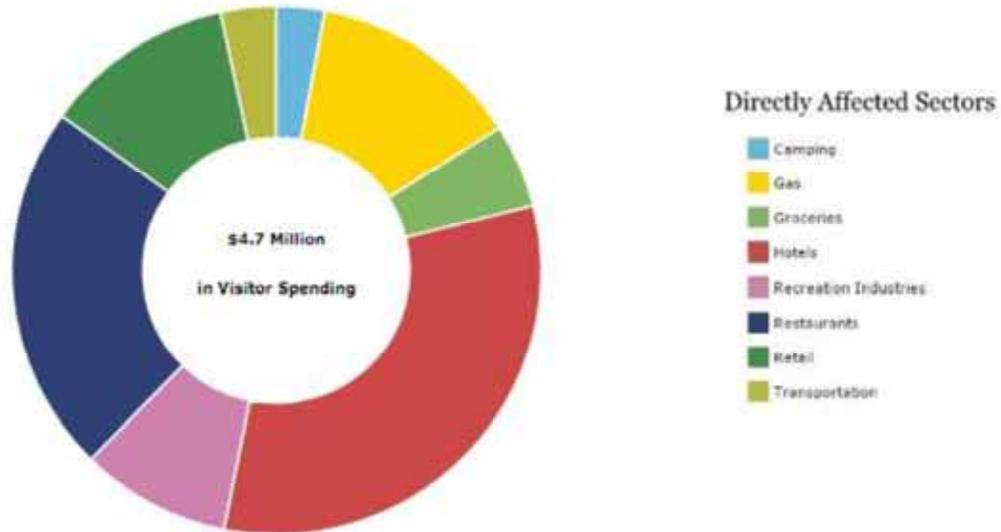
Greensboro Convention and Visitors Bureau
Henderson County Chamber of Commerce
Henderson County Tourism Development
Authority
Outer Banks Chamber of Commerce
Outer Banks Visitors Bureau
Watauga/Boone Tourist Development Authority
Wilmington and Beaches Convention and
Visitors Bureau
Wilmington Chamber of Commerce

Carl Sandburg Home National Historic Site

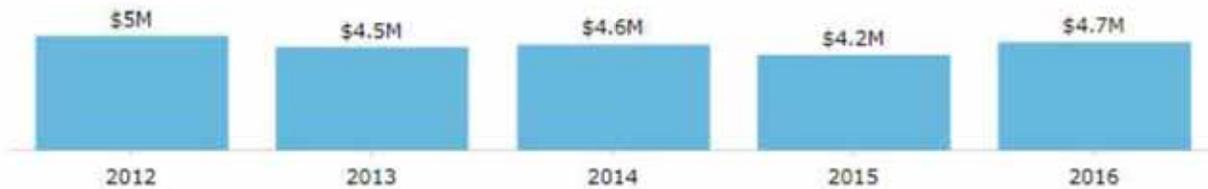
In 2016, 80.7 Thousand park visitors spent an estimated \$4.7 Million in local gateway regions while visiting Carl Sandburg Home National Historic Site. These expenditures supported a total of 76 jobs, \$2 Million in labor income, \$3.4 Million in value added, and \$6 Million in economic output in local gateway economies surrounding Carl Sandburg Home National Historic Site.

- Visitor Spending
- Jobs
- Labor Income
- Value Added
- Economic Output

Click on a Park for more information or select a Park: Carl Sandburg Home National Historic Site ▼



Total Visitor Spending (Carl Sandburg Home National Historic Site)



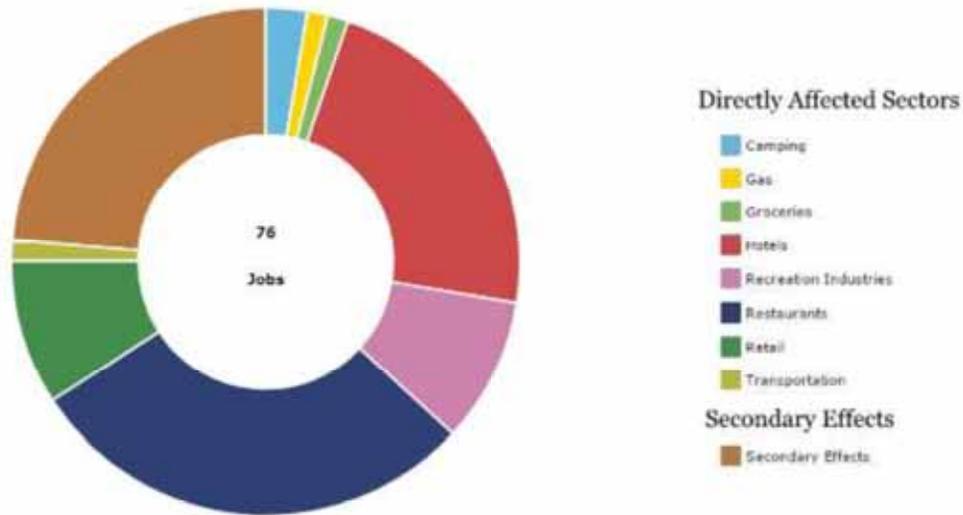
Visitor Spending	\$4.7 million
Camping	\$140K
Gas	\$612K
Groceries	\$244K
Hotels	\$1.5M
Recreation Industries	\$432K
Restaurants	\$1.1M
Retail	\$549K
Transportation	\$161K

Carl Sandburg Home National Historic Site

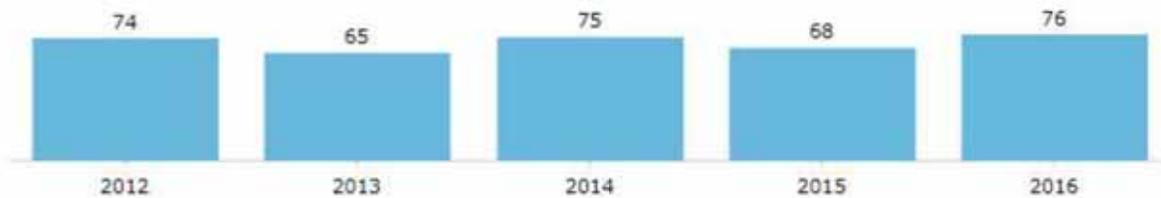
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- Visitor Spending
- Jobs
- Labor Income
- Value Added
- Economic Output

Click on a Park for more information or select a Park: Carl Sandburg Home National Historic Site ▼



Total Jobs Contributed to Carl Sandburg Home National Historic Site Gateway Economies



Source: <https://www.nps.gov/subjects/socialscience/vse.htm>



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Rhonda Wiggins

Department: Admin

Date Submitted: August 24, 2017

Presenter: Lee Smith

Date of Council Meeting to consider this item: September 7, 2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 05ji

Utility Extension Request

Carolina Village

This project requires an extension of the City of Hendersonville's water and sewer system to provide service to additional development of the Carolina Village Property. The proposed developments are Clear Creek Cottages, Lakeside Apartments and a new maintenance building. Clear Creek Cottages is a 54-unit residential development. Lakeside Apartments and the maintenance building will each require service connections to existing mains.

This extension consists of 3,500 LF of 8" water lines, water services, fire hydrants and appurtenances. The sewer portion of the project will consist of approximately 1,400 LF of 8" sewer main and sewer services.

This project is within the Zoning and Planning Jurisdiction of the City of Hendersonville.

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

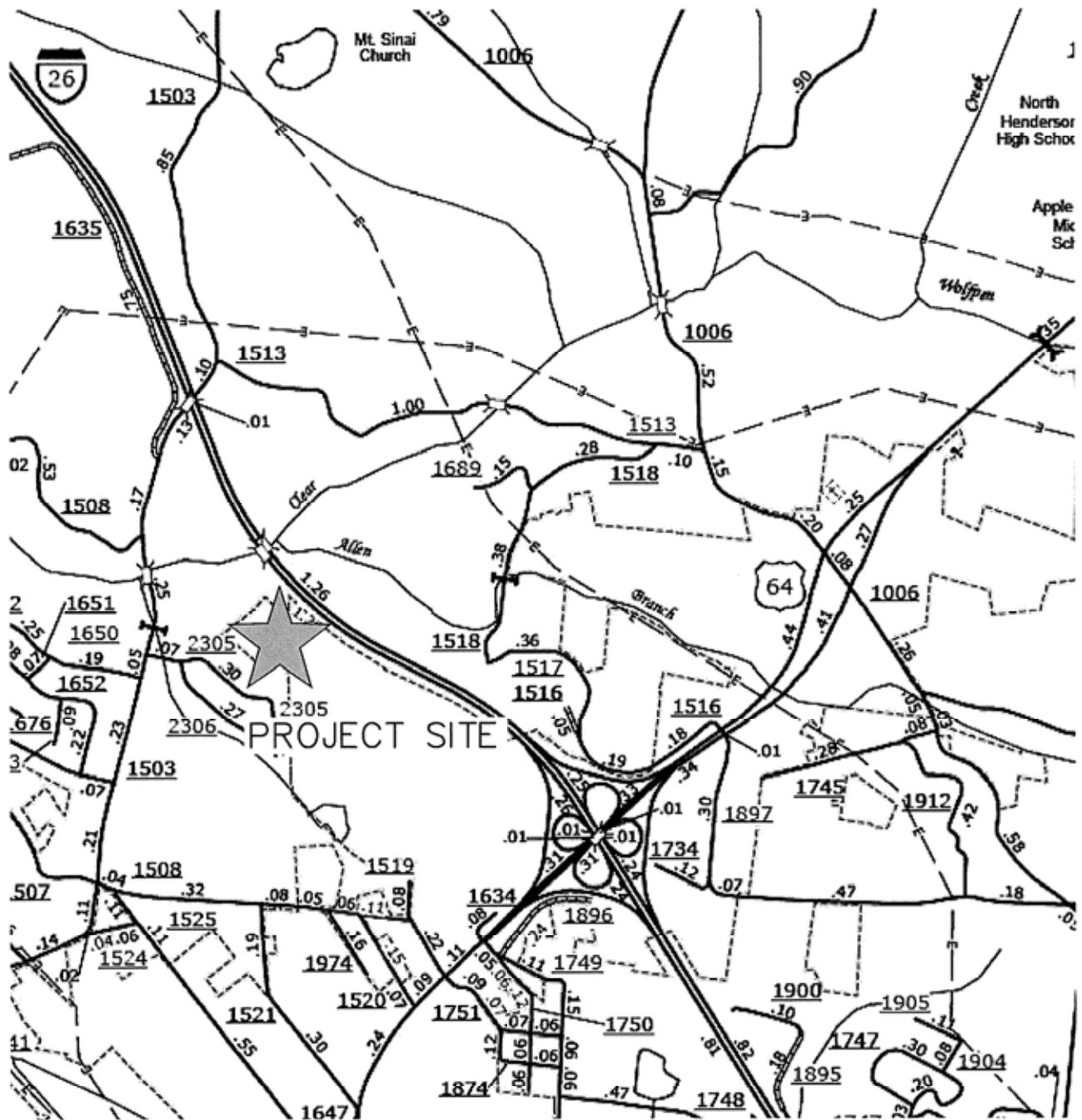
Budget Impact: \$ 0.00 Is this expenditure approved in the current fiscal year budget? ^{N/A} If no, describe how it will be funded.

This project will be funded by the developer, Carolina Village, Inc.

Suggested Motion:

"I move to accept this Utility Extension Project"

Attachments:



WGLA
Engineering

WGLA ENGINEERING, PLLC
214 N. KING STREET
HENDERSONVILLE, NC 28792
(828) 687-7177
WGLA.COM
NC LICENSE P-1342

CAROLINA VILLAGE

HENDERSONVILLE
NORTH CAROLINA

NCDOT
VINCITY MAP

Job #: 16154
Date: 8-24-2017
Scale: NTS



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Rhonda Wiggins

Department: Admin

Date Submitted: August 24, 2017

Presenter: Lee Smith

Date of Council Meeting to consider this item: September 7, 2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 05jii

Utility Extension Request

Estates at Brittany Place

This project requires an extension of the City of Hendersonville's water and sewer system to provide service to a proposed residential development which includes six duplexes containing 120-units.

This extension consists of 2,200 LF of 8" water lines, water services, fire hydrants and appurtenances. The sewer portion of the project will consist of approximately 1,825 LF of 8" sewer main and sewer services.

This project is within the Zoning and Planning Jurisdiction of the City of Hendersonville.

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

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

This project will be funded by the developer, Triangle Real Estate of Gastonia, Inc.

Suggested Motion:

"I move to accept this Utility Extension Project"

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Admin

Date Submitted: 08/25/17

Presenter: Brian Pahle

Date of Council Meeting to consider this item: 09/07/17

Nature of Item: Council Action

Summary of Information/Request:

Item # 05k

A request to revise the fee schedule to include half-price infant lots at Oakdale Cemetery. The Public Works Department has provided that there are infant lots available and requests that these lots be half the cost of a full lot. The fee schedule is presented below with the revisions highlighted in red.

Additionally, there is a technical error with the credit card processing fee under Finance. It should be a \$2.95 flat rate not 2.75% per transaction. This change is also highlighted in red.

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 to adopt the revised fee schedule as presented.

Attachments:

See below...

CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2017 - 2018

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK

DESCRIPTION	COST/CHARGE/FEE
ADMINISTRATION	
Application for Certificate of Public Convenience & Necessity (taxicab)	\$60.00
CDs	\$1.00
Copy Charges (per page)	
Black	\$0.15
Color	\$0.25
Special Event Vendors: (per day)	
Food Vendors	\$30.00
Non-Food Vendors	\$15.00
DEVELOPMENT ASSISTANCE	
Administrative Review	No Charge
Annexation Waiver, Voluntary (contiguous or satellite)	\$26.00
Comprehensive Plan (per page)	
Black	\$0.15
Color	\$0.25
Conditional Use	\$200.00
Copy Charges (per page)	
Black	\$0.15
Color	\$0.25
Large Format Copy	\$10.00
Demolition Admin Fee	\$100.00
Floodplain Development Permit	\$300.00
Non-Conforming Use	\$100.00
Nuisance Fee (Admin. Cost Doubles for each Offense within a Year)	Cost + \$100 Admin. Cost
Outdoor Dining Fee (Annual)	\$35.00
Sign Permits (based on cost of sign)	
Minimum	\$40.00
\$1,000	\$45.00
\$2,000	\$50.00
\$3,000	\$55.00
\$4,000	\$60.00
\$5,000	\$65.00
\$6,000	\$70.00
\$7,000	\$75.00
\$8,000	\$80.00
\$9,000	\$85.00
\$10,000	\$90.00
Over \$10,000	\$40.00 per \$1000 over \$10,000
Site Plan Reviews & Amendments	
Commercial, Industrial or Institutional	
5,000 - 19,999 square feet in floor area	\$300.00
20,000 - 50,000 square feet in floor area	\$450.00
Minor Planned Residential Developments	
3 - 10 dwellings	\$300.00
11 - 50 dwellings	\$450.00
Special Use Reviews & Amendments	\$100/acre (\$500 minimum)



CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2017 - 2018

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK

DESCRIPTION	COST/CHARGE/FEE
DEVELOPMENT ASSISTANCE	
Street Closing Petition (\$1,000 deposit)	Actual Cost
Subdivision Ordinance (per page)	\$0.15
Subdivision Plats	\$20/lot
Telecommunications Towers, Antennas and Equipment	
Basic Permit (C-3, I-1)	\$450.00
Special Use Permit	\$2500.00 [*]
Temporary Use Permit	\$60.00
Traffic Impact Analysis Study	\$1,000.00
Variance	\$75.00
Zoning Map	\$5.00
Zoning Ordinance (per page)	\$0.15
Zoning Ordinance Map Amendment (Legislative Rezoning)	
Commercial or Industrial	\$275.00
Residential < 3 acres	\$175.00
Residential > 3 acres	\$225.00
Zoning Ordinance Text Amendments	\$175.00
Zoning Permit	\$50.00

^{*}Applicable only to applications required to meet the additional standards contained in Section 16-4-23.4.

Fees for towers proposed for siting in PCD or PID district are included in the fee for special use review.

FIRE DEPARTMENT	
Operational Permits	
ABC License Fee	\$50.00
Amusement Buildings	\$50.00
Carnival and Fairs	\$50.00
Covered Mall Buildings	\$50.00
Exhibits and trade shows (per event)	\$50.00
Explosives	\$100.00
Fire Hydrants and Valves	\$50.00
Flammable and Combustible Liquids	\$100.00
Fumigation and thermal insecticide fogging	\$100.00
Private Hydrants	\$50.00
Pyrotechnic special effects material	\$100.00
Spraying and Dipping	\$100.00
Temporary membrane structures, tents, and canopies (excludes special events)	\$50.00
Construction Permits	
Automatic fire extinguishing systems	\$100.00
Compressed gas	\$100.00
Fire alarm and detection systems and related equipment	\$100.00
Fire pumps and related equipment	\$100.00
Flammable and Combustible liquids	\$100.00
Hazardous Materials	\$100.00
Industrial Ovens	\$100.00
LP Gas	\$100.00
Private fire hydrant	\$100.00
Spraying and Dipping	\$100.00
Standpipe systems	\$100.00
Temporary membrane structures, tents, canopies (Fee per site) (excludes special events)	\$50.00



CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2017 - 2018

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK

DESCRIPTION	COST/CHARGE/FEE
FIRE DEPARTMENT	
General Fees	
Illegal Burn Fee	\$100.00
Construction Plans Review	
Commercial hood suppression systems	\$100.00
Explosives and fireworks	\$100.00
Petroleum tanks and appurtenances	\$100.00
Sprinkler systems and fire alarm systems:	
Minimum up to 1,000 square feet	\$50.00
1,001 - 5,000 square feet	\$100.00
5,001 - 10,000 square feet	\$150.00
10,001 - 25,000 square feet	\$200.00
25,001 - 50,000 square feet	\$250.00
50,001 - 100,000 square feet	\$300.00
100,001 - 200,000 square feet	\$350.00
Over 200,000 square feet	\$400.00
Work without a permit	\$250.00
Fire Inspection Fees	
Minimum up to 1,000 square feet	\$50.00
1,001 - 5,000 square feet	\$100.00
5,001 - 10,000 square feet	\$150.00
10,001 - 25,000 square feet	\$200.00
25,001 - 50,000 square feet	\$250.00
50,001 - 100,000 square feet	\$300.00
100,001 - 200,000 square feet	\$350.00
Over 200,000 square feet	\$400.00
R-2 Occupancies (Apartment Complexes, etc...)	
1-20 Units	\$50.00
21-50 Units	\$100.00
51-100 Units	\$150.00
101-150 Units	\$200.00
151-200 Units	\$250.00
201-250 Units	\$300.00
251-300 Units	\$350.00
Over 300 Units	\$400.00
Re-inspections	
Re-inspection Fee (Follow-up) per re-inspection	\$100.00
Hazardous Material Response Fees	
Engine Company Response - per engine (per hr.)	\$150.00
Ladder/Truck Response - per ladder/truck (per hr.)	\$200.00
Chief Officer - per officer (per hr.)	\$75.00
Fire Marshal/Deputy Fire Marshal - per person (per hr.)	\$50.00
Materials/Supplies Used	Actual replacement cost
Off Duty/Call Back Personnel	Average hourly rate x 1.5
Site Assessment Fee	\$50.00



CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2017 - 2018

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK

DESCRIPTION	COST/CHARGE/FEE
FINANCE	
Beer License - On Premises	\$15.00
Beer License - Off Premises	\$5.00
Carnival Permit	\$100/week + \$5 per device
Credit Card Processing Fee (per transaction) for Tax Payments	2.75% \$2.95
Returned item fee	\$25.00
Itinerant Merchant/Peddlers Permit	\$100.00
Wholesale Dealers License - Beer Only	\$37.50
Wholesale Dealers License - Wine Only	\$37.50
Wholesale Dealers License - Beer & Wine	\$62.50
Wine License - On Premises	\$15.00
Wine License - Off Premises	\$10.00

POLICE	
Fingerprinting	\$10.00
Precious Metals Dealer Background Check	\$75.00
Precious Metals Dealer Permit	\$180.00
<u>Parking Fees, Fines & Penalties:</u>	
All Other Parking Violations C.O. 50	\$25.00
Construction parking permit (per day)	\$5.00
Crosswalk	\$25.00
Fire Lane	\$100.00
Fire Hydrant	\$100.00
Habitual Offender (3 Tickets or more in 30 days)	\$100.00
Handicapped	\$250.00
Limited Zone (Same Block Parking)	\$50.00
Loading Zone/15 minute parking	\$25.00
Monthly Parking Space - G Permit Interior	\$40.00
Monthly Parking Space - G Permit Exterior	\$30.00
Monthly Parking Space - R Permit Interior	\$30.00
Monthly Parking Space - R Permit Exterior	\$20.00
Monthly Parking Space - S Permit Interior	\$20.00
Monthly Parking Space - S Permit Exterior	\$10.00
Overtime/Expired meter	\$25.00
Parking meter (per 1/2 hour)	\$0.50
Penalty after 15 days	\$25.00
Penalty after 30 days additional	\$50.00
Subsequent overtime	\$50 + Doubles each O/T

PUBLIC WORKS	
<u>Boyd Park Mini-Golf Admission</u>	
Adults	\$3.00
Children	\$2.00
Course Rental (full day - with concessions)	\$200.00
Course Rental (full day - without concessions)	\$300.00
<u>Miscellaneous</u>	
Backhoe (per hour)	\$80.00
Building Maintenance Fees (per hour)	\$45.00
Bush Hogs/Tractor Mowing (per hour)	\$80.00
Electrical Usage for Special Events - 20 Amps or Less	\$25/per day
Electrical Usage for Special Events - 21 Amps - 50 Amps	\$50/per day
Electrical Usage for Special Events - over 50 Amps	\$100/per day
Encroachment Permit Fee	\$10.00
Fleet Maintenance Fees (per hour)	\$45.00
Gas Utility Cuts (per 5' X 5' cut)	\$300.00



CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2017 - 2018

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK

DESCRIPTION	COST/CHARGE/FEE
PUBLIC WORKS	
Miscellaneous	
Water/Flusher Truck (per load)	\$100.00
Water/Sewer Utility Cuts	\$300.00
Weed Eater/Hedge Trimmer (per hour)	\$40.00
Oakdale Cemetery Lots (per grave space)	
City Resident	\$500.00
Out of City Resident	\$1,000.00
<u>Infant Lots - City Resident</u>	<u>\$250.00</u>
<u>Infant Lots - Out of City Resident</u>	<u>\$500.00</u>
Operation Center Room Rental Rates	
Large Assembly Room (8 a.m. - 5 p.m.)	\$50.00
Large Assembly Room (5 p.m. - 10 p.m.)	\$25.00
Small Assembly Room (8 a.m. - 5 p.m.)	\$10.00
Small Assembly Room (5 p.m. - 10 p.m.)	\$5.00
Park Usage	
Berkeley Park - Large Pavilion (May through September)	\$50/half day
Berkeley Park - Field Usage for Organized Groups (per player per season)	\$20.00
Patton Park - Small Pavilion	\$25/half day
Patton Park - Large Pavilion (May through September)	\$50/half day
Patton Park - Field Usage for Organized Groups (per player per season)	\$10.00
Patton Pool	
Daily Admittance Fee (adults)	\$5.00
Daily Admittance Fee (children) (3yrs or younger will be free with adult)	\$4.00
Daily Admittance Fee (non-swimmer)	\$2.00
Lap Swim	\$4.00
Punch Pass - Adult - City Resident (15 admissions)	\$38.00
Punch Pass - Adult - Non City Resident (15 admissions)	\$60.00
Punch Pass - Youth - City Resident (15 admissions)	\$30.00
Punch Pass - Youth - Non City Resident (15 admissions)	\$45.00
Season Pass - Family - City Resident	\$150.00
Season Pass - Family - Non City Resident	\$300.00
Season Pass - Individual Adult - City Resident	\$75.00
Season Pass - Individual Adult - Non City Resident	\$150.00
Season Pass - Individual Senior - City Resident	\$60.00
Season Pass - Individual Senior - Non City Resident	\$120.00
Season Pass - Individual Youth - City Resident	\$60.00
Season Pass - Individual Youth - Non City Resident	\$120.00
Sanitation Services	
<i>Commercial Services</i>	
Commercial Recycling Collection (up to four 65 gallon carts emptied once per week)	\$12.00
Commercial Recycling Collection (up to four 65 gallon carts emptied twice per week)	\$22.00
Commercial-Business refuse pickup per can (96-gal)	\$27.50
Commercial-Business refuse pickup per can (96-gal) (Actively Recycles)	\$24.00
<i>Residential Services</i>	
Residential - 96-gal container (non recycler)	\$22.00
Residential - 96-gal container (actively recycles)	\$18.50
Residential - 32-gal container (non recycler)	\$20.00
Residential - 32-gal container (actively recycles)	\$16.25
Small Special load (collected with pickup truck and city staff)	\$50.00
Special Loads (tipping fee added to special fee) (collected with knuckleboom using city staff)	\$150.00
Stolen/Damaged Cart Replacement Fee	\$100.00
Stormwater Services	
Stormwater Monthly Fee	\$2.00
Stormwater Permit Fee	\$500.00



CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2017 - 2018

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK

DESCRIPTION	COST/CHARGE/FEE
WATER AND SEWER	
Water Rate Schedule	
Deposits	
Water & Sewer Service Deposit ¹	\$100.00
<i>Inside City Limits</i>	
Residential	
Base Charge per Account	\$5.91 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$2.86 per 1000 gallons
> 40,000 gallons	\$3.14 per 1000 gallons
Commercial/Industrial	
Base Charge per Account	\$5.91 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$2.86 per 1000 gallons
40,000 - 200,000 gallons	\$2.18 per 1000 gallons
> 200,000 gallons	\$2.15 per 1000 gallons
Irrigation	
Base Charge per Account	\$6.39 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$3.14 per 1000 gallons
> 40,000 gallons	\$3.46 per 1000 gallons
<i>Outside City Limits</i>	
Residential	
Base Charge per Account	\$8.59 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$4.42 per 1000 gallons
> 40,000 gallons	\$4.85 per 1000 gallons
Commercial/Industrial	
Base Charge per Account	\$8.55 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$4.42 per 1000 gallons
40,000 - 200,000 gallons	\$3.33 per 1000 gallons
> 200,000 gallons	\$3.17 per 1000 gallons
Municipal	
Base Charge per Account	\$8.55 per month
Rate per 1,000 Gallons	
All Usage	\$2.87 per 1000 gallons
Irrigation	
Base Charge per Account	\$9.31 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$4.85 per 1000 gallons
> 40,000 gallons	\$5.34 per 1000 gallons
Bulk Water Sales	
Base Charge per Account	\$9.31 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$4.85 per 1000 gallons
> 40,000 gallons	\$5.34 per 1000 gallons



CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2017 - 2018

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK

DESCRIPTION	COST/CHARGE/FEE
WATER AND SEWER	
<i>Water Fee Schedule</i>	
Taps & Connections	
Water Tap, 5/8"	\$1,000.00
Water Tap, 1"	\$1,400.00
Water Taps > 1"	Cost plus 10%
Water - Stub Out	\$600.00
Irrigation Tee, 5/8"	\$600.00
Meters	
Turn On/Off/Set Meter During Business Hours	\$40.00
Turn On/Off/Set Meter After Business Hours	\$100.00
Meter Tampering Fee	\$250.00
Test Meter, at customer's request (<1-in.); if meter faulty - No Charge	\$45.00
Test Meter, at customer's request (>1-in.); if meter faulty - No Charge	Cost plus 10%
Engineering Review Fees	
Line Extensions	\$300.00
Pump Stations	\$75.00
Storage Tanks	\$75.00
Miscellaneous Fees	
Credit Card Processing Fee (per \$300)	\$2.95
Reconnection of Service at Main	Cost plus 10%
Replace Removed Meter due to additional usage after non-payment cut-off	
During Business Hours	\$75.00
After Business Hours	\$100.00
Premise Visit	\$40.00
Fire Hydrant Installation	Cost plus 10%
Assist with Fire Hydrant Flow/Pressure Testing Conducted by Others	\$50.00
Illegal Use of Fire Hydrant/Tampering Fee	\$500 + Damages
Drill for Main Tap, Cost/Inch of Diameter	\$150.00
Chemical Analysis of Water	Cost plus 10%
Water Conservation Incentives Program Rebate Schedule	
Clothes Washer (\$75 min; \$150 max) - Limit one per account	15% of purchase price
High-Efficiency Toilet (\$25 min; \$100 max) - Limit 2 per residential account	15% of purchase price
Customer-Side Shut-Off Valve - Limit one per account	\$75.00
Weather-Based Irrigation System Controller - Limit one per account	**50% of purchase price or \$200, whichever is less
<i>Limited number of rebates offered annually.</i>	



CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2017 - 2018

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK

DESCRIPTION	COST/CHARGE/FEE
WATER AND SEWER	
Sewer Rate Schedule	
All Customers - Inside	
Base Charge per Account	\$6.60 per month
Rate per 1,000 Gallons	\$4.55 per 1000-gallons
Sewer Only - Flat Rate	\$29.58 per month
All Customers - Outside	
Base Charge per Account	\$9.64 per month
Rate per 1,000 Gallons	\$7.06 per 1000-gallons
Sewer Only - Flat Rate	\$44.66 per month
Municipal	
Base Charge per Account	\$9.64 per month
Rate per 1,000 Gallons	\$6.73 per 1000-gallons
<i>Note: These sewer rates are not applicable to the Cane Creek Sanitary Sewer District</i>	
Sewer Fee Schedule	
Taps and Connections	
Sewer Taps, 4" gravity sewer tap	\$1,500.00
Fee per 6" gravity sewer tap	\$1,800.00
Fee per 8" gravity sewer tap	\$2,000.00
Surcharges	
BOD (biochemical oxygen demand), per lb. in excess of 250-mg/l	\$0.25
TSR (total suspended residue), per lb. in excess of 250-mg/l	\$0.15
Ammonia nitrogen, per lb. in excess of 30-mg/l	\$1.50
Engineering Review Fees	
Line Extensions	\$300.00
Pump Stations	\$75.00
Miscellaneous Fees	
Premise Visit	\$40.00
Septic Tank Waste Disposal, per 1000-gallons	\$60.00
Septic Tank Waste Disposal Permit	\$75.00
Concrete Core Drill (manhole), Cost/Inch of Diameter	\$100.00
Drill for Main Tap, Cost/Inch of Diameter	\$100.00
Pretreatment Program	Cost of Program Per SIU
Nondischarge Permit Fee	\$300.00
Food Services Sewer Connection Application Fee	\$75.00
Equipment Usage (hourly rates)	
Rubber-Tired Backhoe, Small	\$33.00
Rubber-Tired Backhoe, Large	\$38.00
Mini-Excavator, 8,000-lb	\$18.00
Mini-Excavator, 12,000-lb	\$39.00
Excavator, 30,000-lb	\$65.00
Vac Truck	\$75.00
Dump Truck (single-axle), Small	\$20.00
Dump Truck (single-axle), Large	\$35.00
Dump Truck (triaxle)	\$65.00
Pick-Up Truck	\$14.00
Harben	\$25.00
Camera Truck	\$75.00
Air Compressor	\$20.00
Air Hammer/Pusher	\$0.65
Soil Tamp	\$20.00





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lee Smith

Department: Utilities

Date Submitted: 8/30/2017

Presenter: Lee Smith

Date of Council Meeting to consider this item: 9/7/2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 051

The City's water user agreement is scheduled to be renewed in October 2017. This was a 10-year agreement last executed in October 2007 by both parties.

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

Suggested Motion:

I move to authorize the city manager to execute the water user agreement between the City of Hendersonville and the Town of Laurel Park, has presented and recommended by staff.

Attachments:

Draft Water User Agreement

WATER USAGE AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

THIS AGREEMENT, Made and entered into this _____ day of _____, 2017, by and between the **CITY OF HENDERSONVILLE**, a municipal corporation and a political subdivision of the State of North Carolina, party of the first part, hereinafter referred to as "Seller", and the **TOWN OF LAUREL PARK**, a municipal corporation and a political subdivision of the State of North Carolina, party of the second part, hereinafter referred to as "Purchaser".

WITNESSTH:

WHEREAS, Purchaser, as a municipal corporation, has as one of its specified purposes the construction, operation, and maintenance of a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser; and

WHEREAS, to accomplish this municipal purpose it is necessary, and the Purchaser will require, a supply of treated water; and

WHEREAS, Seller, incidental to its municipal existence and as one of the services extended to persons within and without its corporate limits, owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of Seller's system, as well as the estimated number of water users to be served by Purchaser; and

WHEREAS, the parties to this instrument have maintained a historical relationship, the purpose of which was to furnish to the Purchaser, from the production capacity of the Seller, sufficient potable water to meet the demands and requirements of its various users; and

WHEREAS, such relationship has been satisfactorily and appropriately maintained and performed, in its entirety, by both of the parties to this agreement; and

WHEREAS, such satisfaction has been mutually agreed upon by the parties of this agreement and, as a result thereof, the parties desire to formalize the relationship as a contractual relationship established by this agreement and in conformance with the terms hereof; and

WHEREAS, by resolution of the City Council of the City of Hendersonville, adopted on the day of _____, 2017, the sale of water to Purchaser in accordance with the provisions of the said resolution (which said resolution provisions are reflected in the terms and conditions of this agreement) was approved and the execution of this contract carrying was duly authorized; and

WHEREAS, by resolution of Town Council of Town of Laurel Park, as adopted on the _____ day of _____, 2017, the purchase of water from Seller in accordance with the terms set forth in said resolution (which said conditions are in conformance with the terms of this agreement) was approved and the execution of this contract was duly authorized.

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter set forth, the parties agree as follows:

A. Seller Agrees:

1. To furnish to Purchaser at the point of delivery hereinafter specified, during the term of this contract or during any renewal or extension thereof, potable, treated water meeting applicable purity standards of the North Carolina Department of Environment and Natural Resources, or comparable agency, in such quantity as may be needed by Purchaser not to exceed 7,000,000 gallons per month.
2. That water will be furnished at a reasonably constant pressure from the existing main supply at the Purchaser's side of the metering equipment located in the meter vault in front of the Purchaser's pump station # 1, 2006 Laurel Park Highway. If a greater pressure than normally available at the point of delivery is required by Purchaser, the cost of providing such greater pressure shall be borne by Purchaser. Emergency failures of pressure or supply due to main line breaks, power failure, flood, fire and the use of water to fight fire, earthquake, or other catastrophe shall excuse Seller from this provision for such reasonable period of time as may be necessary to restore services.
3. To operate and maintain at the point of delivery the necessary metering equipment, including a meter building or vault, for properly measuring the quantity of water delivered to the Purchaser. The installation and maintenance of such equipment shall be Seller's expense. Seller shall calibrate, or have calibrated, such metering equipment once every 12-months and provide the Purchaser the results of said calibration testing. A meter registering 97.5% to 102.5% shall be considered acceptable. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the two months prior to such test in accordance with the percentage of inaccuracy found by such test, unless Seller and Purchaser shall agree upon a different amount. If any meter fails to register for any period, the amount of water delivered in the corresponding period immediately prior to the failure will be used as a measurement for the period, unless Seller and Purchaser shall agree upon a different amount. The meter shall be read once each calendar month. Purchaser shall have reasonable access to the meter for the purpose of verifying its readings.
4. To provide Purchaser with an itemized statement of the amount of water furnished the Purchaser during any given month. Such statement shall be provided Purchaser not later than ten calendar days after meter(s) is read as per paragraph 3 above.

B. The Purchaser Agrees:

1. To pay Seller, not later than the 21-days after the date of the statement for each month, for water delivered in accordance with the current schedule of rates for municipal water sales, as such rates or schedules shall be constituted as of the date of the execution of this agreement, or as the same shall be hereinafter amended.

2. To operate and maintain Purchaser's water distribution system, including all booster pumping station and storage tanks, in an efficient manner and to suitably curtail, control, eliminate, and otherwise inhibit or allow the waste of water.

C. It Is Further Mutually Agreed Between the Seller and Purchaser as Follows:

1. That this contract shall extend for a term of 10-years from the date of execution of the same, and thereafter may be renewed or extended for such term or terms as may be agreed upon by Seller and Purchaser.
2. That Seller will, at all times, operate, maintain its system in an efficient manner and will take such actions as may be necessary to furnish Purchaser with quantities of water required by Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or in the supply of water available to Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be diminished or reduced in the same ratio or proportion as its supply to Seller's consumers is reduced or diminished. If Seller implements its water shortage ordinance (as the same is presently constituted, or may hereafter be amended or changed) conditions concerning conservation of water, Purchaser shall implement water use restrictions of at least the same degree of severity, restriction and compliance for the duration of the Seller's water shortage condition.
3. The provisions of this contract may be modified or altered by mutual agreement of the parties hereto, but the same shall be of no force and effect until they shall have been reduced to writing in form complimentary to the contents of this agreement.
4. That this contract is subject to such rules, regulation or laws as may be applicable to similar agreements in the State of North Carolina, and Seller and Purchaser will collaborate in obtaining such permits, certificates or the like as may be required to comply herewith.

D. Duties of the Seller:

The Seller shall at all times operate and maintain its system in a good state of repair so that Purchaser may rely upon the delivery of a dependable source of water for redistribution to its customers, normal service interruptions excepted.

E. Duties of the Purchaser:

1. The Purchaser shall install and maintain, at its sole expense, all necessary backflow devices as required by the Seller in the adopted Water Policies, as amended. The Seller reserves the right to inspect and to require the Purchaser to test, repair, and replace these backflow devices as required with such replacements and/or repairs being charged to and paid by the Purchaser.
2. The Purchaser shall be held liable for any detrimental backflow occurrence into the Seller's water system and the Purchaser shall indemnify the Seller for all costs

associated with a backflow occurrence resulting from the Purchaser's negligent actions.

F. General Provisions:

1. Any changes in applicable Federal or State laws or regulations requiring more restrictive changes in the operation of the Purchaser's water system shall automatically become a part of this Agreement, and the Seller shall notify the Purchaser within a reasonable length of time of any such changes. The Purchaser agrees to conform thereto.
2. The Seller hereby acknowledges that Purchaser is purchasing this water for resale to its customers. The Seller implies no warranty or responsibility for water quality or quantity beyond Purchaser's metered connections listed previously.
3. The Purchaser shall provide the Seller a minimum advance written notice of 180 days prior to activating any new water supply source or new purchased water source.
4. The Purchaser shall indemnify and hold harmless the Seller, its officers, employees, and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence or willful misconduct of Purchaser, its employees, or agents in connection with this Agreement. The Seller shall indemnify and hold harmless the Purchaser, its officers, employees and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence or willful misconduct of the Seller, its employees or agents in connection with this Agreement.
5. This Agreement is not to be construed as creating any third party beneficiaries and may only be enforced by the parties herein.
6. This Agreement shall not be construed as a purchase of capacity in the water treatment works owned and operated by the Seller nor shall this Agreement be deemed to be a dedication of capacity within such water works solely to or for the benefit of the Purchaser nor shall the Purchaser be expected to pay any portion of the operation and maintenance costs of the Seller's treatment works and/or distribution system other than the payment of the purchase price of the water supplied under this Agreement.
7. This Agreement is between the Seller and Purchaser and shall not be construed as creating a contractual relationship between the Seller and any particular customer of Purchaser nor shall any customer of Purchaser have any right or cause of action directly against the Seller because of this Agreement. This Agreement contains the entire agreement between the parties; and there are no representations, warranties, covenants, or undertakings other than those expressed and set forth herein.
8. This Agreement shall be construed in accordance with the laws of North Carolina.
9. For purposes of providing notice in this agreement, the following contact persons

and addresses shall control unless changed in writing: the Seller contact will be City of Hendersonville Utilities Director, City of Hendersonville, PO Box 1760, 305 Williams Street, Hendersonville, NC 28793-1760. The Purchaser contact will be Town Manager, Town of Laurel Park, 441 White Pine Drive, Laurel Park, NC 28739-0910.

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

ACCEPTED BY THE CITY OF HENDERSONVILLE

By: _____
John Connet, City Manager

(SEAL)

Attest: _____
Tammie Drake, City Clerk, CMC

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

I, a Notary Public in and for the State and County aforesaid, do hereby certify that **John Connet**, personally appeared before me, and being duly sworn, says that he is City Manager for the City of Hendersonville, and further that **Tammie K. Drake** appeared before me, and being duly sworn, says that she is City Clerk for the City of Hendersonville, the corporation described in and which executed the foregoing instrument; that she know the common seal of said City of Hendersonville; that the seal affixed to the foregoing instrument is said common seal, and that the name of the City of Hendersonville was subscribed thereto by said City Manager, and that the said City Manager and City Clerk subscribed their names thereto, and said common seal was affixed, all by order of the City Council of said City of Hendersonville, and that the said instrument is the act and deed of the said City of Hendersonville.

WITNESS, my and notarial seal, this ____ day of _____, 2007. My commission expires

Notary Public

(SEAL)

ACCEPTED BY THE TOWN OF LAUREL PARK

By: _____
Alison Alexander, Town Manager

(SEAL)

Attest: _____
Kimberly B. Hensley, Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, a Notary Public in and for the State and County aforesaid, do hereby certify that **J. Carey O'Cain**, personally appeared before me, and being duly sworn, says that he is Mayor of the Town of Laurel Park, and further that **Alison Alexander** personally appeared before me, and being duly sworn, says that she is City Clerk for the Town of Laurel Park, the corporation described in and which executed the foregoing instrument; that she know the common seal of said Town of Laurel Park; that the seal affixed to the foregoing instrument is said common seal, and that the name of the Town of Laurel Park was subscribed thereto by said Mayor, and that the said Mayor and City Clerk subscribed their names thereto, and said common seal was affixed, all by order of the Town Council of said Town of Laurel Park, and that the said instrument is the act and deed of the said Town of Laurel Park.

WITNESS, my and notarial seal, this _____ day of _____, 2017. My commission expires

Notary Public

(SEAL)



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brian Pahle/Jennifer Harrell

Department: Admin

Date Submitted: 08/28/17

Presenter: Brian Pahle/Jennifer Harrell

Date of Council Meeting to consider this item: 09/07/17

Nature of Item: Council Action

Summary of Information/Request:

Item # 05m

Continued revision of policies as a result of the pay and classification study and the work of summer intern Kaitlin Sines.

There were three policies not included in last month's agenda, which still required overview, discussion, and revision. Tonight, two of those policies are being presented for Council's consideration. They are:

1. Electronic and Mobile Device Policy
2. Travel Policy

The Tobacco Use Policy will be presented for Council consideration at the regular October meeting.

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 to approve the resolution amending the Electronic and Mobile Device Policy and Travel Policy as presented.

Attachments:

See below...

A RESOLUTION TO ADOPT THE REVISED ELECTRONIC AND MOVILE DEVICE POLICY AND THE REVISED TRAVEL POLICY

WHEREAS, The Hendersonville City Council has previously adopted a Cell Phone Policy, and

WHEREAS, The Hendersonville City Council has previously adopted a Travel Policy, and

WHEREAS, it is recognized that policies must evolve as the City, society, and technology evolve, and

WHEREAS, the revisions to these policies will provide continuous improvement to the City of Hendersonville's practices and procedure relating to mobile and electronic device usage and travel, and

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

Section 1. The City Council hereby adopts the Electronic and Mobile Device Policy and the Travel Policy.

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

Adopted this seventh day of September 2017.

ATTEST:

Tammie K. Drake, MMC, City Clerk

Barbara G. Volk, Mayor

	CITY OF HENDERSONVILLE		
		Policy Name:	Electronic and Mobile Device Policy

I. Purpose

It is the policy of the City to implement procedures to effectively use mobile devices, communication services, and electronic equipment to increase the City's operational efficiencies. It is recognized that the day-to-day operations of the workforce require voice and data communications and there is often a need to communicate when access to a regular telephone or computer is unavailable. A mobile communications device allows employees to improve customer service and to enhance efficiency of operations.

II. Scope

This policy advises employees and department heads of their responsibilities and provides guidance in managing the distribution and usage of a City supplied, or personally owned, mobile device used to conduct City business. This policy shall be interpreted in connection with the City's Internet Usage Policy.

III. Definitions

Mobile Device – A wireless, portable device that allows a User to access data and information from the City's network. A mobile device includes the following devices, and other similar devices approved by Technology Services that may be set-up to connect to the City's network. Contact Technology Services to verify set-up and connectivity.

1. Smartphone – a mobile device with multifunctional features that includes an operating system, internet access, QWERTY keyboard, and a messaging system.
2. Standard mobile phone – a mobile device that can make and receive telephone calls, pictures, video, and text messages.
3. Tablet Computer – a wireless, portable flat-panel personal computer with a touch screen interface and no primary ability to function as a telephone. Some tablets may not be able to set-up and connect to the City's services. Contact Technology Services to verify set-up and connectivity accessibility.
4. Wireless Router/Mobile Wi-Fi – a mobile device that allows multiple end users and other mobile devices to share a mobile internet connection and create an ad-hoc network.
5. Personal Computer (PC) – A compact computer that uses a microprocessor and is designed for individual use.
6. Personal digital assistants (PDA) – a small mobile hand-held device that provides computing and information storage and retrieval abilities.
7. Pager – a small telecommunications device that receives (and, in some cases, transmits) alert signals and/or short messages.

User – a User includes any City employee who utilizes a City supplied, or a personally owned mobile device to conduct City business.

IV. Electronic and Mobile Device Issuance

A City mobile device will be issued and authorized under one or more of the following conditions:

1. Job responsibilities require an employee to be away from regular landline access for extended periods of time and communication by the employee is necessary to fulfill job objectives.
2. Employees whose job duties and responsibilities require immediate contact by department directors or city management (where one cannot be communicated with via radio, email or computer, or existing desk phone).
3. Mobile Device use enhances the employee's personal safety on the job and provides communication during emergencies.
4. On-call and after-hours support employees who are on-call for emergency maintenance or support outside of normal City business or department hours.
5. Emergency management/response or critical contact employees tasked with responsibilities for emergency operations response, public safety, technology personnel, or key facilities staff.
6. All department heads.
7. The employee's role requires the ability to conduct two-way communication at all times.
8. Other critical needs as approved by the City Manager.

The issuance of City-owned mobile devices shall be recommended by the department head and approved by the City Manager or his or her designee. It shall be the responsibility of the department head to ensure that funds are budgeted for the purchase and monthly service costs prior to issuance. In order to receive a City issued mobile device, the department head and the employee should sign a Mobile Device Issuance Agreement Form upon issuance.

Department heads are responsible for maintaining the approval justification for each mobile device and service issued, maintaining an inventory of mobile devices, reviewing mobile device usage to ensure that all requirements and guidelines set out in this Policy are met. In the event a mobile device no longer meets demonstrated business needs, is unused, or no longer fits with the employee's job function, the department head shall ensure cancellation, reassignment, or adjustment of mobile device services.

V. Personal Device Stipend/Reimbursement

In some cases, with the approval of the City Manager, a department head may be reimbursed for use or partial use of their personal mobile device. This allowance shall be determined by the City Manager and be paid to the department head monthly. The department head may use the device for both business and personal purposes as needed. The City will not provide technical support for personal mobile devices, except for limited support for data communication with the City's network for those authorized to have the ability to do so. Alternatively, a department head may choose to have a City-owned mobile device issued to them. All other employees will not be eligible for a stipend.

VI. Electronic and Mobile Device Usage

City provided mobile devices are to be used to support City business. Employees may use mobile devices to communicate informally with others in the City government so long as the

communication meets professional standards of conduct. Employees may use mobile devices to communicate outside City government when such communication is related to legitimate business activities and is within their job assignments or responsibilities. Employees will not use mobile devices for illegal, disruptive, unethical, or unprofessional activities, for personal gain, or for any purpose that would jeopardize the legitimate interests of the City. Employees may use City issued mobile devices for personal reasons while on lunch, in emergency situations, or in accordance with department head discretion. All use must follow applicable laws and regulations. Mobile devices provided by the City are the property of the City and are to be used to conduct City business. The City reserves the right to access and monitor the use of all City-owned mobile devices. If a mobile device has a global positioning system (GPS) or location services, they must be enabled at all times. Login information and passwords for City owned mobile devices should be kept by the City and must be provided upon request. Any use of a City mobile device in violation of this policy may result in appropriate disciplinary action up to and including termination. The City reserves the right to implement security capabilities and the right to perform periodic maintenance on all City-issued mobile devices. The City reserves the right to cancel City-issued mobile device service of any City employee for any reason including but not limited to violation of this policy, abuse of mobile device privileges, or for department budgetary constraints.

Mobile device statements or summaries are public documents which may be disclosed in certain circumstances.

Employee responsibilities for use of City-owned mobile devices include:

1. Protecting the City owned mobile device from theft, loss, or damage.
2. Immediately reporting loss or theft to supervisor or department head.
3. Using discretion while making sensitive or confidential communications.
4. Immediately returning the mobile device to the department head if it is determined that the mobile device is no longer necessary, at any other time upon request, or upon leaving City employment by resignation or termination. Employees unable to present the device in good working condition within the time period requested may be expected to bear the cost of replacement.
5. Using the equipment prudently to ensure safety of themselves, their co-workers, and the general public.

Additionally, employees utilizing mobile devices in City vehicles are expected to use such devices in compliance with all current state and local laws and in a manner that does not jeopardize the safety of the employee or others.

VII. Personal Use of Electronic and Mobile Devices

Limited personal use of City technology resources is allowed with the following restrictions and is subject to all the rules in this Policy, including access and monitoring:

1. There must be no cost to the City. The employee will be required to reimburse the City for the amount in excess of the regular charges that are attributable to personal use.

2. Personal use of City-issued mobile devices may be permitted provided the use is consistent with this Policy, does not distract from or interfere with an employee's or official's obligation to carry out City duties in a timely and effective manner, does not interfere with other employees or officials performing their duties, and does not undermine the use of City technology resources for official purposes.
3. City technology resources may not be used to operate a personal business, for political activity or for solicitation of any kind.
4. No unauthorized individual is allowed to use City technology resources at any time (including family members and friends), unless in an emergency situation.
5. Employees and officials should ensure that personal use of technology resources does not express or imply sponsorship or endorsement by the City.

Employees may use personally owned mobile devices while on the job provided such use is limited and does not distract from or interfere with an employee's obligation to carry out City duties in a timely and effective manner, does not interfere with other employees or officials performing their duties, does not undermine the use of any City technology resources, and provided that such use does not otherwise violate City policies and procedures.

Mobile devices shall be turned off or set to silent or vibrate mode during meetings, conferences, and in other locations where incoming calls or texts may disrupt normal workflow. If employee use of a personal mobile devices causes disruptions or loss in productivity, the employee may become subject to disciplinary action. Abuse of this policy may result in disciplinary action up to and including termination.

VIII. Replacement of Lost or Damaged Electronic and Mobile Devices

Employees will be allowed a replacement mobile device in accordance with the agreement of the service provider, as determined by the department head. In the event the employee damages or loses their assigned device, the employee may be required to reimburse the City for expenses associated with replacing the device, at the discretion of the City Manager.

IX. Policy Revisions

This policy is being instituted by the City and is a supplement to the Personnel Policy of the City of Hendersonville. The City Manager is authorized to make future revisions to this policy. It is understood that any substantive changes to the policy should only be implemented after first consulting with the City Council.



**ELECTRONIC & MOBILE DEVICE POLICY EMPLOYEE
ACKNOWLEDGEMENT FORM**

I, _____, hereby acknowledge that I have received the Electronic and Mobile Device Policy of the City of Hendersonville and understand that it my responsibility to read, understand and comply with the policy. I understand that if I misuse or fail to return assigned equipment when requested to do so, I may be liable to the City for the full replacement cost of the equipment. I understand that failure to comply with the stated policies may lead to disciplinary actions, including the possibility of termination of my employment.

Employee Name:

(Please print)

Date:

Employee signature:

	CITY OF HENDERSONVILLE		
Policy Name:	Travel Policy	Date Adopted by Council :	

I. Purpose

It is the policy of the City to authorize employees, elected officials, and appointed officials to conduct City business and to establish procedures for reimbursement of the costs associated with travel. Employees, elected officials, and appointed officials are encouraged to attend trainings, conferences, and meetings of professional associations.

II. Applicability

1. All employees that are required to be away from the City in order to engage in an environment pursuant and relevant to their current position.
2. All elected officials that are required to be away from the City in order to engage in an environment pursuant and relevant to their current position.
3. All appointed officials that are required to be away from the City in order to engage in an environment pursuant and relevant to their current position.

III. General Policy

Training shall be defined as those conferences or sessions that provide certification or a learning environment for employees, elected officials, and appointed officials pursuant and relevant to their current City position.

It shall be the general policy of the City to allow employees and officials to travel to training sessions, seminars, and meetings of professional associations under the guidelines specified in this policy. Service by Council members in an official capacity as representatives of the City on state or regional committees and boards is encouraged and their travel expenses will be reimbursed.

All travel and reimbursement is contingent upon the availability of funds in the proper budget account and no travel or reimbursement will be permitted without the employee completing a Travel Authorization, Per Diem, and Expense Reimbursement Form, referred to as the Travel Form for the remainder of this policy.

Abuse of this policy is subject to disciplinary action up to and including termination.

IV. Employee and City Official Responsibility

An employee or official on City business is expected to exercise the same care in incurring expenses that a sensible person would exercise if traveling on personal business and spending personal funds. The following conduct is discouraged and may result in the denial of travel authorization and reimbursement in the future:

- Excess costs
- Circuitous routes

	CITY OF HENDERSONVILLE		
Policy Name:	Travel Policy	Date Adopted by Council :	

- Luxury accommodations
- Unnecessary and unjustified additional services

V. Approval Authority

The responsibility for keeping within the travel budget of each activity lies with the approving authority. The authorization of all travel is as follows:

1. The Mayor shall authorize the City Manager’s travel and training requests.
2. City Council shall authorize the elected officials training and travel requests. City Council shall authorize the out-of-state travel requests of Council members. Travel expenses incurred as a City representative of a statewide regional committee, to attend a convention, or to attend a training directly related to the role of the City Council member will be reimbursed without City Council approval.
3. The City Manager or their designee shall authorize travel and training by the department heads and appointed officials. This shall also include the reimbursement of transportation expenses of individuals visiting for employment interviews.
4. The department head or their designee shall authorize travel and training by employees within their department.

VI. Procedure

All travel and training should be authorized in advance. Only those expenses allowed by this policy will be paid for by the City.

General Procedure

1. Requests for travel should be submitted to the authorizing party in advance of all travel. The authorizing party will review all documents to ensure all travel expenditures are documented, substantiated, are allowed by this policy and are within available budget.
2. All expenditures related to each travel event should be included on the Travel Form. This includes deposits or other costs incurred in advance on a City Purchasing Card.
3. Travel Forms should be submitted to the Finance department for processing no later than Wednesday of the week prior to travel.

VII. Reimbursable Expenses Guidelines

A. Personal Vehicles

Personal vehicles should only be used if a City vehicle is not available, not applicable, or not economical and practical. Use of a personal vehicle must be approved in advance by the department head with written justification on the Travel Form. Employees who choose to use

	CITY OF HENDERSONVILLE		
Policy Name:	Travel Policy	Date Adopted by Council :	

a personal vehicle when a City vehicle is available, applicable, or economical and practical, will be reimbursed at one half of the current IRS standard mileage rate. If a city vehicle is not available, the requesting party may use a personal automobile and be reimbursed at the current IRS standard mileage rate. The IRS standard business mileage rate is updated annually at www.irs.gov . If more than one employee is attending the same event, carpooling is mandatory even if a personal vehicle is being used, unless the authorizing party determines that it is not economical or practical. When a group of employees or officials are traveling together to the same destination, only one traveler will receive reimbursement.

No reimbursement will be made for expenses incurred in making repairs or towing a personal vehicle.

B. City Vehicles

City vehicles should be used whenever possible for any authorized travel. The employee requesting the City vehicle must sign a check-out form before travel and sign the form when the vehicle is being returned after travel. The requesting party must obey all laws of the jurisdiction in which the automobile is being operated. The City will not reimburse any expenditures related to any law enforcement fines or fees incurred traveling on City business. The City vehicle will be used for City business and activities only. Non-City employees will not be allowed to ride in City vehicles. Reimbursement will be made for repairs, gasoline, oil, parking, toll fees, and other unavoidable expenses of the City vehicle. A paid receipt must be included to support all reimbursement requests. Fuel for City vehicles should be purchased with the City Fleet fuel card. A City Purchasing Card may not be used, unless there is an emergency. Any employee or official operating a city vehicle should use the same care that a sensible person would use if operating his or her own personal vehicle.

C. Rental Vehicles

A rental vehicle may be used when it is determined that no other transportation is cost-effective, practical, or possible. A rental vehicle will be used for City business and activities only. Use of a rental vehicle must be approved in advance on the Travel Form. Additional vehicle rental expenses incurred while on City business may also be reimbursed upon completion of the trip with the proper documentation on a supplemental Travel Form for reimbursement. City employees and officials are covered under City insurance when renting a vehicle. Additional insurance is not needed and will not be reimbursed.

D. Airfare

Generally, the lowest priced coach class airfare should be purchased. Other classes may be approved if additional documentation is provided detailing better rate, lack of availability, or necessity because of disability or other special need.

	CITY OF HENDERSONVILLE		
Policy Name:	Travel Policy	Date Adopted by Council :	

Air travel should be paid for with a City Purchasing Card. Airfare purchased with personal funds will not be reimbursed until after travel is completed. Airfare purchased with “miles” or “points” will not be reimbursed.

One checked bag is approved per City-authorized traveler unless excess fees are due to a valid business purpose.

Travel to the airport is reimbursable and should be the most practical and economical method available. Personal vehicle travel to the airport will be reimbursed at the IRS standard business mileage rate at the time plus parking.

If parking at the airport, only the economy lots are approved for reimbursement.

E. Other Transportation

All necessary air, bus, taxi, train, or similar transportation must be obtained at the most cost-effective rate available for the economic benefit of the City. Reimbursements will be made for actual costs that are incurred and receipt supported with the completion of a supplemental Travel Form.

F. Accommodations

The City will not pay for out of town accommodations for travel within a 60 mile radius of City Hall unless approved by the City Manager or their designee. Lodging costs in the host city may be claimed from the night before the authorized event starts through the night before it ends, unless timely return transportation is not possible, thereby necessitating additional lodging costs. Employees must provide documentation as to the purpose of being away from the City for the business benefit of the City for every day that travel is being requested. Going to an event earlier than necessary or staying later than necessary will not be paid for by the City. Accommodations costs will be reimbursed at the actual amount incurred. Reservation confirmation for accommodations must be submitted with the Travel Form in advance of travel, including reservations made with a City Purchasing Card. Employees and officials are limited to reserving the most cost-effective accommodations that will permit the employee or official to conduct his or her City business. Special government rates should be obtained if available.

City employees and officials are responsible for any no-show fee incurred unless an emergency or other department head approved business reason causes the cancellation. Employees should always obtain a cancellation number from the accommodations entity to protect against no-show billings. Funds prepaid by the City, which relate to canceled arrangements, must be refunded to the City by the employee or official.

No room incidentals are to be paid for by the City or charged to a City Purchasing Card. Miscellaneous expenses are not considered part of a per diem reimbursement, therefore,

	CITY OF HENDERSONVILLE		
Policy Name:	Travel Policy	Date Adopted by Council :	

substantiation is required. The City will require actual receipts or written certification as substantiation. Miscellaneous expenses include cab fares outside of travel to and from the event site, fax, telephone, copy charges, and other business related expenses. Any expense not in line with this policy will be paid for by the employee. In the event that any unauthorized travel charge is incurred on a City Purchasing Card, the City may deduct the expense from the employee's next payroll check.

G. Meals

Per Diem

Employees and officials traveling on overnight City business may receive a per diem for meals for travel according to the following schedule:

- Breakfast – Depart prior to 6:00 a.m.
- Lunch – Depart prior to 10:00 a.m. (day of departure) or return after 2:00 p.m. (day of return)
- Dinner – Return after 8:00 p.m. If stopping for dinner would cause the employee or official to return after 8:00 p.m. when the employee or official would have otherwise returned prior to 8:00 p.m., dinner will not be reimbursed.

Per Diem*	Breakfast	Lunch	Dinner	Total
	\$14	\$16	\$30	\$60

If a meal is included as part of a registration fee for an event paid requiring overnight travel, a deduction from the per diem will be made accordingly. Employees and officials will receive a per diem or reimbursement for breakfast if no hotel continental breakfast is included in their hotel registration or if they choose to eat breakfast elsewhere.

If travel is unexpectedly extended, the traveler must submit a new per diem request for approval upon return and will be reimbursed at the per diem rate.

H. Other Travel Expenses

Any phone charges, unless previously authorized or fully-detailed and business related, are not permissible for reimbursement.

In-room movies or entertainment that are billed to the employee's or official's room that have no relation to the legitimate nature of the business travel are the responsibility of the traveler and will not be reimbursed by the City.

Parking fees and tolls will be reimbursed with proper documentation and receipts. These expenses should be included under "Other" on the Travel Form.

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Gratuities paid for luggage handling at hotels, airports, or other similar areas will be reimbursed at a reasonable and customary rate.

Tips, vending machine purchases, and other similar expenses are included in the per diem meal allowance and will not be reimbursed by the City.

Reimbursement for purchases paid by the traveler with their own funds, or their personal debit or credit card, will not be reimbursed until travel is complete.

VIII. Vacation, Familial Travel, or Traveling with Other Employees and Officials

A. Combining Business and Vacation

If an employee wishes to combine a City business-related trip with a personal vacation, the department head must approve the arrangement in advance. The City will only reimburse the portion of the trip that was for City business and activities.

The traveler must clearly detail and provide documentation of which expenses will be for the business portion of travel. The employee must specify the dates of the City business or activities and the total days of the trip in order to document work hours.

Great care must be exercised to ensure that the traveler does not, in appearance or fact, have personal gain at the expense of the City.

Any discounts received due to extended or combined travel, such as free days, discounted rates, etc., must be applied to the business portion of the travel.

It is the responsibility of the approving authority to ensure travel combining business and vacation meets all requirements of this policy.

B. Travel with Spouse or Family

Spouses and family members may accompany an employee or official on City business-related trips. However, the City provides reimbursement only for the employee’s or official’s expenses. Spouses and family members are not allowed to travel in City vehicles. Any additional expenses that the employee or official would not incur if traveling alone will not be reimbursed. Employees are required to put all expenses that are incurred due to spouse and family travel on a personal debit or credit card and they will be reimbursed only for their portion of the business-related costs upon return from travel. Employees must provide documentation of costs associated with single-person travel and documentation of actual costs incurred. No purchase is to be put on the employee’s City Purchasing Card that is over what the City would pay for a single employee traveling.

	CITY OF HENDERSONVILLE		
Policy Name:	Travel Policy	Date Adopted by Council :	

C. Travel with Someone from Another Organization

If an employee travels with someone from another organization in a vehicle owned by that person or his or her employer, and if he or she shares the cost of the trip, he or she can receive reimbursement for their share only if proper documentation and receipts are submitted. This method must be approved by the proper approval authority. A waiver may be required. Employees are reminded that City insurance provides less coverage for City employees not traveling in City vehicles. More detailed information can be found on the North Carolina League of Municipalities website or in the Human Resources Department.

IX. Travel Expense Report

The Travel Form must be used regardless of the employee’s intention to be reimbursed for payments or not. All expenditures related to each travel event, including any expenditures for travel paid for in advance on a City Purchasing Card must be detailed and documented on a Travel Form. Travel Forms should be completed prior to travel. However, employees may submit supplemental expense reports for any additional costs incurred to be reimbursed no later than ten working days after return from the trip. Expense report accommodations receipts must reflect no more than single accommodation rates for employees and officials. Employees who travel with non-City employees must also provide documentation for what was paid during the business portion of the travel. The employee will complete the expense report and attach original bills and or receipts to support the following expenditures:

- Accommodations
- Transportation Costs
- Registration Fees (a brochure, agenda or program from the event detailing all days included in the event)
- Car Rental Fees (when applicable)
- City Vehicle Expenditures (repairs, gas, oil, parking, tolls, etc.)

A. Approval and Processing of Travel Expense Reports

Reimbursement requests must be submitted to the department head for approval in advance of travel. After approval by the department head, the Travel Form will be forwarded to the Finance Department in advance of travel.

The Finance Department will determine that the reimbursement form has been properly approved, that it is mathematically correct, and that expenses agree with submitted documentation and receipts and are within limits set by this policy. If an error is found in the reimbursement request, the requesting party will be informed and the error will be corrected before payment is made. Any expenses found to not be in line with this policy will be paid for by the employee.

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Before the reimbursement is made, the Finance Department will determine that an amount sufficient to pay the request has been accounted for or that there is a sufficient unexpended appropriation in the expenditure line item.

An employee submitting a falsified Travel Form knowingly will be subject to disciplinary action up to and including termination. A department head who approves a Travel Form which is known to be falsified will be subject to disciplinary action up to and including termination.

X. Travel Policy Revisions

The City Manager is authorized to make future revisions to this policy, including an adjustment to the per diem rate for meals while traveling, mileage reimbursements, and other monetary matters. It is understood that any substantive changes to the Travel Policy should only be implemented after first consulting with the City Council.

City of Hendersonville
Travel Authorization, Per Diem, and Expense Form

Employee name _____
 Form Submittance Date _____
 Date of Travel _____

Department _____
 Destination _____
 Purpose of Travel _____

Day of Departure

Departure Time _____
 Arrival Time _____

Day of Return

Departure Time _____
 Arrival Time _____

Method of Travel _____

Reimbursable Expenses / Per Diems to be Paid to Employee						
Travel Date	17-Jul	18-Jul	19-Jul	20-Jul	21-Jul	
Expense Description						Total
Breakfast Per Diem						
Lunch Per Diem						
Dinner Per Diem						
Miles at 53.5 ¢/mile						
Miles at 26.75 ¢/mile						
Lodging						
Transportation						
Other						
Total						

Insert number of miles, not dollar amount associated with the miles traveled

Non-Reimbursed Expenses Paid by P-Card/AP Check		
Expense Description	Payment Method	Amount
Training/Convention		
Lodging		
Transportation		
Meals		
Other		
Total		

Charge Code for Reimbursable Expenses			
Account Description	Org. Code	Object Code	Amount

Reimbursed Expenses Total -
 Non-Reimbursed Total -
Trip Grand Total -

REQUIRED SUPPORTING DOCUMENTATION Provide conference/training registration agenda and receipts, hotel bill, proof of mileage, justification for use of personal vehicle, and any other information available before travel.

Employee Signature _____

Dept Head Signature _____

Date _____

Date _____



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Admin

Date Submitted: 08.24.17

Presenter: Tammie Drake

Date of Council Meeting to consider this item: 09.07.17

Nature of Item: Council Action

Summary of Information/Request:

Item # 05n

The Walk of Fame Steering Committee would like to submit a request to the Community Foundation for grant funds. The grant funds will be used to pay for the markers and assist with the banquet expenses for the next class of honorees chosen.

Because the Walk of Fame is not a 501(c)(3), the City must apply on their behalf. This is to authorize the application for \$4,170.

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's approval of the application of the Walk of Fame Steering Committee to the Community Foundation for \$4,170 to assist with the cost of markers and banquet for the 2018 honorees.

Attachments:
application



GENERAL GRANTS APPLICATION CHECKLIST

- ✓ Please complete the following questions completely and in the space provided.
- ✓ All responses should provide information about the project/program you are submitting an application for.
- ✓ Do not attach any additional information other than what is specifically requested below.
- ✓ Do not staple or place in binders or other covers.

The following attachments should be included with each copy of the completed grant application form:

1. A brief line item budget for your organization which includes expenses and income sources
2. A copy of the organization's prior year budget showing budget vs. actual numbers
3. Budget for proposed project/program including expenses and income, delineating how funds will be used for this specific project/program (*Do not exceed one page*)
4. A complete list of the members of the Board of Directors and Officers including addresses, phone numbers and principle occupation
5. A list of the organization staff, roles and any key volunteers, if applicable
6. A copy of your organization's 501(c)(3) IRS Determination Ruling Letter. If your organization does not have this designation, the applying organization may have an organization with a 501(c)(3) serve as its fiscal agent. If that is the case, you must include a letter signed by the President or Chairman of the Board of Directors of the fiscal agent stating the Board's approval of this action

EIGHT (8) copies of the completed application and attachments must be submitted.

ONE Copy of the following documents:

- ❖ The organization's most recent audited financial statement. If your organization is a size where an audit is not required, please provide a Review or Compilation performed by a CPA or other outside individual.
- ❖ The organization's most recent IRS Form 990

*All applications not prepared according to these instructions may be returned.
Additional information may be requested as part of this application.*



Grant Cycle ✓ One	
March 1	<input type="checkbox"/>
June 1	<input type="checkbox"/>
September 1	<input type="checkbox"/>
December 1	<input checked="" type="checkbox"/>

CFHC GENERAL GRANTS APPLICATION

Organization Name: Walk of Fame - City of Hendersonville
(Exactly as it appears on 501(c)(3) Determination Letter—add d/b/a if applicable)

Address: 145 Fifth Ave. E., Hendersonville NC 28792

Phone: (828) 693-3499 Website: http://www.hendersonvillenc.gov/walk-of-fame-comm

Social Media Presence: Yes No List no more than 3 sites: Facebook, City's website

Contact Person: Virginia Gambill Title: Treasurer

Contact Email: vgambill@morrisbb.net Contact Phone: (828) 693-3499

Type of Request: Equipment Seed Money Special Project/Program

Project/Program Title: Walk of Fame commemorative mark Total Project/Program Cost \$ 4,170.00

Amount Requested from Community Foundation of Henderson County \$ 4,170.00

Anticipated Project/Program Start Date: 07/01/2017 Is this Project/Program: One-Time Continuation

Mission Statement for your organization:

The goal of the Walk of Fame is to recognize individuals, past or present, who have made a significant difference to Henderson County in any field of endeavor. "Significant difference" is defined as having a positive and lasting impact on the quality of life of the citizens of Henderson County.

PROJECT/PROGRAM SUMMARY: Provide a concise overview of the project/program and the desired outcome(s). **Maximum 500 characters.**

The concept of a Walk of Fame was given to various community groups by Tom Orr. It was granted approval by the Henderson County Board of Commissioners and Hendersonville City Council, who also approved the plan for the Walk. Under the leadership of Tom Orr, initial members were: Virginia Gambill, J. Michael Edney, Amy Pace, Kaye Youngblood and Tom Wooten. They undertook the selection process and announced the honorees at a play "Unwrapping Local History" in Dec. 2016.

PROJECT/PROGRAM INFORMATION

1. Who is your targeted client population?

All of Henderson County.

2. What geographic area is being served by your project/program?

County-wide.

3. How was the need for this project/program determined? Provide any data relative to this request.

“Let us not forget our obligations and our gratitude to those sturdy pioneers, men and women of daring, of courage, of resolution, of vision who made possible for us the blessings and advantages we today enjoy.” – Henderson County Poet Lila Ripley Barnwell

4. How does this project/program align with and relate to your organization’s mission statement?

The Committee advises Henderson Co. Board and Hendersonville City Council on matters relating to the Walk of Fame, including: determining the logistics of establishing a Walk in downtown Hendersonville to recognize outstanding contributors to the growth and development of Henderson County, et al.

PLAN OF ACTION AND EXPERTISE FOR PROJECT/PROGRAM

1. Provide a targeted timeline of activities needed to accomplish this project/program.

Nomination forms are due Sept. 8, 2017. An announcement of honorees will be made December 15, 2017. The markers will be placed in the Spring 2018.

2. Who is in charge of project/program implementation? Include contact information.

Walk of Fame Steering Committee: Chairman Tom Orr (828/606-6874), Members: Madeline Royes, Virginia Gambill, Kaye Youngblood and Ronnie Pepper.

3. Describe staff/volunteer qualifications and responsibilities for the implementation of this project/program.

Understanding, knowledge and appreciation of the history of Henderson County.

4. Will any additional training be required of your staff/volunteers to implement this project/program?

No, this is the second year the Walk of Fame has been in existence. Please see the End of Year report.

5. Provide evidence of your organization's ability to implement this project/program.

Please review the End of Year report.

6. List and describe collaborations and contacts relative to this project/program.

Hendersonville City Council, City Manager John Connet, City Clerk Tammie Drake
Henderson County Board of Commissioners, Chairman J. Michael Edney, Clerk to the Board Terry Wilson

OUTCOMES

1. List the project/program goals.

To honor individuals and educate the public to the significance of each honorees contributions.

2. What are your measurable objectives? What results do you expect to achieve?

To select the honorees of the Class of 2018, put markers in place and have a banquet to honor them. We also want to provide a means by appropriate publications and a QR Code with information to inform students and the public of the significant accomplishments of the honorees.

3. State how the project/program will be monitored and the outcomes evaluated?

The Steering and Selection Committee will uphold the high standards which were adhered to in 2017.

4. How will you know if you are successful? What effect does this project/program have on the community and what difference would be experienced?

1) Enthusiastic community response to festivities and commemorations. 2) A greater knowledge and appreciation of the honorees contributions. 3) By public ceremonies and inclusion in the Walk of Fame. 4) Publications on the Walk of Fame activities.

FINANCIAL OVERVIEW/FUNDING

1. Please list the total Income, Expenses, and Debt for the last three fiscal years (as shown on Form 990 or an audit) and current year projections

	2017	20__	20__	Current Year
Income	\$11,199.86			
Expenses	\$6,362.39			
Debt	\$0.00			

2. What steps have you already taken to get additional funds or in-kind support, if necessary? List all funding sources for this project/program:

Funding Source	Total Request	Amount Committed	Received
1. Soliciting for sponsorship for Walk of Fame program			
2. Special fund-raising event similar to "Unwrapping Local History" Play			
3. Banquet			
4. Grants			

3. If your project/program exceeds what you are requesting from the Community Foundation, how do you plan to pay for that amount?

1. Sponsors and individual donors 2. Special events 3. Families of Walk of Fame honorees. 4. Banquet
--

4. Describe the sustainability plan for this project/program in the future, including funding, staff management, etc. (beyond or other than recurrent grant writing).

We are exploring funding mechanisms including solicitations from sponsors, individuals, grants, special events. Possibility of funds from Henderson Co. Commissioners and Hvl City Council if needed. All volunteers.

5. List all grants received from Community Foundation of Henderson County over the past 5 years.

Project/Program Name/Description	Year Funded:	Amount Funded:

The governing Board of Directors approved this grant application on: _____

This application must be signed by the President or another officer of the organization's governing body.

Printed Name/Signature

Mayor

Title

Date 09/07/2017

Project/Program Leader:

Printed Name/Signature

Chairman

Title

Date _____



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lee Smith

Department: Utilities

Date Submitted: 8/30/2017

Presenter: Lee Smith

Date of Council Meeting to consider this item: 9/7/2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 05o

One part of this project includes the replacement of one failing traveling bridge gravity sand filter with an Aqua Aerobic's AquaDiamond cloth media filter system. This will involve the removal of one of the two traveling bridge gravity sand filter trains and replace that with the AquaDiamond filtering system. This one unit will handle the permitted flow and more leaving the other traveling bridge gravity filter has a backup, for now. The engineer's estimate for this project is \$1,320,000 plus engineering services.

The other part of this project is to provide back-up power supply for the City's wastewater treatment facility, which currently has no back-up power supply. This includes the addition of 2-generator sets (1-600 kW genset and 1-800 kW genset) with transfer switching. The engineer's estimate for this project is \$1,328,500 plus engineering services.

The total estimated cost for construction of this overall project is \$2,648,000 and with engineering services at \$370,500, the percentage for engineering services, including design, permitting, bidding and construction administration, is approximately 14%.

Budget Impact: \$ 370,500.00 Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

CPO 4250000 - WWTF Gravity Filter Replacement
CPO 4450000 - WWTF Generators (2) and Automatic Transfer Switches

Suggested Motion:

I move to authorize the city manager to execute the contract for engineering services and construction administration for the 2017 Wastewater Treatment Facility Improvements Project with McKim & Creed in the amount of \$370,500.

Attachments:

Exhibit A - Contract for Professional Engineering Services
Exhibit B - Water Resources Services 2017 Schedule of Hourly Rates
Estimate of Manhours for Engineering Services

EXHIBIT A

PROFESSIONAL ENGINEERING SERVICES for the CITY OF HENDERSONVILLE related to the WWTP IMPROVEMENTS - 2017

PROJECT UNDERSTANDING

The City of Hendersonville recently retained McKim & Creed to evaluate various issues at the City's wastewater treatment plant (WWTP). The results of this evaluation, as presented in the TECHNICAL MEMORANDUM of August 3, 2017, include the following recommended improvements to meet the needs of the WWTP:

- Replacement of one (1) existing traveling-bridge tertiary filter unit with an AquaDiamond filter system; and
- Installation of two (2) new diesel generator sets rated for 800 kW and 600 kW respectively. Replacement of the existing switchboards with a new main switchboard (MSB) to prepare the plant for the future anticipated capacity and to provide additional power supply redundancy. Installation of a paralleling switchboard (GSB) to provide automatic transfer switching from the utility power to back-up generator power in the event of power failure.

The WWTP-2017 Improvement Project (hereinafter referred to as the PROJECT) includes these improvements to the traveling-bridge filter system and standby power electrical system.

The following Professional Engineering Services shall be performed by McKim & Creed, Inc. (hereinafter referred to as the ENGINEER) upon written authorization by the City of Hendersonville (hereinafter referred to as the OWNER):

ITEM 1 - PROJECT ADMINISTRATION

The ENGINEER will perform project administration activities throughout the life of the PROJECT. The following will be included:

1. Manage and coordinate the activities of the Project Team including ENGINEER's staff and sub-consultants, according to the project scope.
2. Prepare a project management plan for engineering activities during the design phase of the project that will include the project set-up, project schedule, and QA/QC plan.
3. Conduct a project kick-off meeting with OWNER and project team to review project goals, critical success factors, risks, communication protocols and team roles and responsibilities.
4. Prepare and distribute written meeting summaries of project status meetings and stakeholders meetings.
5. Maintain a project filing system throughout the life of the PROJECT to use for storage and retrieval of project documents.
6. Prepare monthly invoices for ENGINEER's services in format acceptable to OWNER. Invoices shall describe all work completed on the PROJECT to date and all work completed on the PROJECT for the billing cycle.
7. Maintain a project cost accounting system throughout life of the PROJECT.

ITEM 2 - ENGINEERING DESIGN

Upon receiving authorization from OWNER, The ENGINEER will perform the following activities:

Task 2.1: Preliminary Design

- a) The ENGINEER will develop and finalize the Basis of Design Document to include equipment sizing, etc.
 - i. Examine existing WWTP Single-Line Diagrams, provided by Owner
 - ii. Analyze electrical “load list” and normalized power consumption as completed under the “WWTP Evaluations Technical Memo”
 - iii. Analyze proposed new “load list” of electrical equipment
 - iv. Utilize results of items ii & iii in the generator sizing software to confirm preferred generator output requirements.
 - v. Determine minimum fuel storage requirements to specify tank size
- b) The ENGINEER will provide field measurement and verification of the existing tertiary filter structure.
- c) The ENGINEER will provide structural evaluation and condition assessment of the existing concrete structure.
- d) The ENGINEER will develop preliminary (30%) drawings for the WWTP-2017 Improvements.
 - i. Develop Single-Line Diagram Sheets to depict modifications to be performed on the following existing electrical equipment:
 - Existing Pad-Mount Utility Transformer
 - Existing Switch Board One (SB1) and Switch Board Two (SB2)
 - ii. Develop Single-Line Diagram Sheets to depict the required power and control circuitry to be installed on the following new electrical equipment:
 - New Service-Entrance/Paralleling Switchgear
 - Diesel Generators
- e) The ENGINEER will prepare and submit preliminary plans to the OWNER and will meet with the OWNER to review the preliminary design

Task 2.2: Design Development

Upon approval from OWNER of the preliminary design, the ENGINEER will proceed with the Design Development Phase, including the following activities:

- a) Prepare detailed plans for replacement of the existing traveling-bridge filters with an AquaDiamond filter system, including equipment, electrical, remote and local monitoring and control, and structural modification as necessary to accommodate the new equipment.
- b) Prepare detailed plans for installation of the standby power system, including equipment, electrical, remote and local monitoring and control, and structural modification as necessary to accommodate the new equipment.
 - i. Develop New Electrical Installation Plan (New Parallel Generators and Switchboard) Sheet
 - ii. Develop Applicable Electrical Installation Detail Sheets
 - iii. Develop Specifications for required Electrical Construction Materials e.g. wire/cable conduit, etc.
 - iv. Develop Specifications to Procure New Generators with fuel tank and weather enclosure
 - v. Develop Specifications to Procure New Service-Entrance/Paralleling Switchgear

- c) Prepare Technical Specifications that follows the format of the Construction Specifications Institute (MasterFormat 2004) including construction bid documents (advertisement, general and special conditions, measurement and payment descriptions, special requirements of construction, and proposal forms). Incorporate the City's "front-end" documents into the final documents.
- d) Prepare and submit required permits applications and attachments as described in Item 3 – Permitting, needed by the OWNER to secure approval for construction.
- e) Submit construction documents including updated construction cost estimates to OWNER for review at 60% completion and at 90% completion. Engineer shall incorporate OWNER comments and concerns into the plans.
- f) Meet with OWNER in two (2) one-half day meetings to review construction documents at the 60% and 90% completion stage, following a two (2) week or less OWNER review period. ENGINEER shall to respond to questions and comments.
- g) Upon approval of the OWNER and following the PROJECT permitting process, the ENGINEER will finalize contract documents (drawings and technical specifications) for procurement as a single contract (single prime).
 - i. incorporate permit approval conditions
 - ii. prepare an opinion of construction cost
 - iii. prepare recommended schedule for bidding and construction
 - iv. submit final contract documents to the OWNER.
 - v. coordinate with OWNER to respond to questions and comments.

ITEM 3 - PERMITTING

The ENGINEER will assist the OWNER with the following activities associated with the PROJECT permitting process.

- a) The ENGINEER will prepare applications and supporting documentation for the following Regulatory Agency Reviews required for this Project:
 - i. North Carolina DEQ-Division of Water Resources for plan approval and acquiring the "Authorization to Construct".
 - ii. North Carolina DEQ-Division of Air Quality for a general air permit to install the proposed generators.
- b) The ENGINEER shall contact the above regulatory agencies during the Project to determine permitting requirements in detail.
- c) Comments received will be considered, and written responses will be prepared. The proposed responses will be discussed with OWNER prior to finalizing the responses. Changes that are accepted will be incorporated into the final bid document(s).
- d) The cost of all application fees shall be borne by the OWNER.

ITEM 4 - BID PHASE SERVICES

Following receipt of required permit approvals, and authorization from the OWNER, the ENGINEER will assist the OWNER with the bid phase services. For purposes of this Contract it is assumed there will be one (1) construction bid package based on a single prime contract.

Task 4.1: Pre-Qualification

The ENGINEER will assist the OWNER with bidder pre-qualification per the OWNER's established procedures.

- a) Prepare the pre-qualification submittal packages; one for the general contractor and one for the electrical subcontractor.

- b) Place formal advertisement of the pre-qualification packages in the agreed upon advertisement media. The OWNER shall be responsible for all fees associated with advertisement of the pre-qualification packages.
- c) Issue electronic pre-qualification documents to prospective bidders. Maintain a record of prospective bidders to whom documents have been issued.
- d) Respond to prospective bidder inquiries and prepare Addenda as required. Addenda shall be submitted in reproducible format to the agreed upon media outlets and all bidders to whom the pre-qualification package has been issued.
- e) Receive prospective bidder submittals on specified and appropriate closing date.
- f) Review prospective bidder documentation and request clarifications to determine if prospective bidder has met the requirements of the pre-qualification solicitation.
- g) Review the list of proposed pre-qualified bidders with the OWNER and make any final edits and revisions to the pre-qualified list of bidders.
- h) Notify all prospective bidders of the final approved list of pre-qualified bidders.

Task 4.2: Bid & Award

The ENGINEER will assist the OWNER with the bid and award process.

- a) Provide information to the OWNER for the preparation of the bid package that will be utilized for bid solicitation.
- b) Issue electronic bid documents to plan rooms.
- c) Conduct a pre-bid conference; prepare and issue minutes.
- d) Prepare addenda as appropriate to interpret, clarify, or further define the Contract Documents. Addenda will be issued by ENGINEER upon OWNER's approval.
- e) Consult with and advise OWNER to determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Contract Documents.
- f) Conduct the bid opening(s).
- g) Prepare certified bid tabulation sheets.
- h) Evaluate bids and prepare recommendation of award.
- i) Assist OWNER in contract award process.

Note: Conformed Documents will not be provided.

ITEM 5 - CONSTRUCTION PHASE SERVICES

Following authorization from the OWNER, the ENGINEER shall perform the following services during the Construction Phase:

Task 5.1: Construction Administration

The ENGINEER will provide the following Construction Administration services for the agreed upon construction period of 11 months from notice to proceed based on a single prime contract (it is assumed that there will be approximately 6 months of active construction activities):

- a) Conduct pre-construction meeting and issue minutes.
- b) Schedule and hold regular monthly construction meetings with the OWNER and contractor. The budget assumes these will be on-site meetings during six (6) months of active construction activities and telephone conferences the remaining construction period. Prepare and distribute construction meeting minutes to document discussions and responsibilities.
- c) Receive, log, track and perform shop drawing reviews. Compare shop drawings to the plans and technical specifications, note deficiencies or compliance issues, and issue comments to the contractor.

- d) Receive, log, track, & respond to contractor's written requests for information or clarification of the contract documents. Provide clarification of requirements as indicated on the construction plans and specifications if/when questions arise during construction.
- e) Receive, log, track, & respond to notifications from contractor of changes to work conditions and requests for change orders.
- f) Review materials testing for conformance to the specifications.
- g) Receive, log, track, & review contractor's monthly invoices and make recommendations for payment.
- h) Conduct site visits with the Construction Observer to review project status and to confirm that work is progressing in general accordance with the approved construction documents.
- i) Schedule and conduct the substantial completion evaluation. Prepare the substantial completion punchlist and work with the contractor to determine outstanding work is completed.
- j) Upon satisfactory completion of the Substantial Completion punchlist and after reviewing test results from the Contractor, prepare the ENGINEER's Substantial Completion Certification.
- k) Schedule and conduct the final completion evaluation. Prepare the final completion punchlist and work with the contractor to determine work is complete.
- l) After the contractor has satisfactorily completed the final punchlist, submitted all test results, redlined drawings, and release of waivers and claims, the ENGINEER will prepare the Final Completion Certification.

Task 5.2: Construction Observation

The ENGINEER will provide a Construction Observer (Observer) who is qualified and experienced in the construction of municipal wastewater treatment systems and equipment. For this project, it is agreed that the Observer will visit the site on a part-time basis (varying during the construction period but on an average of twice per week for 24 weeks). The Observer will provide the following services:

- a) The Observer shall prepare reports for each day he is on-site and submit them to the ENGINEER for review on a weekly basis.
- b) The Observer will maintain a photographic record during construction to document aspects of the construction process.
- c) The Observer will immediately call the Contractor's attention to work that is being completed that does not comply with the approved plans and specifications. Should the Contractor fail to remedy the situation, the Observer will immediately contact the ENGINEER.
- d) The Observer shall document field conditions and will maintain a record as to the weather, contractors personnel on-site, contractor's equipment on-site and the specific work completed since the last site visit.
- e) The Observer shall confirm that Contractor Red-Line Drawings are continuously being kept up-to-date and being completed to minimum standards of care.
- f) The Observer shall review the Contractor's monthly pay requests to confirm that all quantities are accurate and shall recommend payment.
- g) The Observer shall participate in monthly construction meetings and will represent the ENGINEER in responding to technical questions.
- h) The Observer will participate in the Substantial Completion and Final Completion evaluations.

ITEM 6 - Post-Construction Services

Upon authorization from the OWNER, the ENGINEER shall perform the following post-construction services:

Task 6.1: System Startup and Commissioning

The ENGINEER will provide technical services to work with the Contractor, equipment representatives, electrical subcontractor, and OWNER's Operators to systematically startup, test, and commission the new PROJECT to determine that the system is completely functional and meets the project requirements. The ENGINEER will modify/amended the WWTP's Operation & Maintenance Manual based on the manufacture's submittal of the PROJECT as required by NCDEQ.

Task 6.2: Record Drawings

The ENGINEER will prepare record drawings based on the contractor's marked up red-lined "as-built" drawings and information from the Construction Observer. Final as constructed surveys will not be made for final horizontal and vertical elevation verifications of the completed project. After review of the contractor's red-line documents by the Construction Observer to ensure completeness, we will prepare after construction "Record Drawings" reflecting the identified changes (as compared to the Released for Construction set of documents) for the project. Record Drawings will be submitted to the OWNER upon completion. After the OWNER approval, digital (AutoCAD & pdf copies) will be made of the full drawing set and delivered to the OWNER on CD.

Task 6.3: Contractor Warranty Period Reviews

The ENGINEER will assist the OWNER with a mid-year warranty review with the Contractor to develop a warranty punchlist and then review the completed work of the Contractor to verify items have been corrected. The ENGINEER will assist the OWNER with a final warranty review with the Contractor at 11-1/2 months after substantial certification to develop a warranty punchlist and then review the completed work of the Contractor to verify items have been corrected.

ITEM 7 - ADDITIONAL SERVICES

If authorized in writing by the OWNER, the ENGINEER shall furnish or obtain from others Additional Services of the types listed below.

1. Subsurface Utility Engineering (SUE).
2. Engineering activities associated with contaminated soils or hazardous wastes that might be discovered along the PROJECT.
3. Special Corrosion Studies, specific corrosion monitoring or corrosion protection measures.
4. Providing for an environmental assessment (EA) or environmental impact statement (EIS).
5. Determining, evaluating and assistance with contaminated soils for the PROJECT
6. Preparing for, coordinating with, participating in and responding to structured independent review processes for construction management, cost estimating, value engineering and constructability reviews requested by the OWNER and performing or furnishing services required to revise studies, reports, drawings, specifications, or other bidding documents as a result of such review processes.
7. Providing for any re-designs requested by the OWNER after final design drawings have been approved.
8. Construction survey and staking.
9. All permit fees and associated application fees shall be either paid directly by the OWNER or shall be a reimbursable expense billed to the OWNER.
10. Providing for first year technical assistance for operational questions and optimization.
11. Providing for Special Inspections (North Carolina State Building Code) if required by the Local Inspections Departments.

12. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing.
13. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for Work or a portion thereof.
14. Assistance in connection with Bid protest, re-bidding, or renegotiation contracts for construction, materials, equipment, or services.
15. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the PROJECT.
16. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement. These services are to be identified as additional services for OWNER prior to the ENGINEER performing the service.

ITEM 8 - OWNER'S RESPONSIBILITIES

The following items shall be the responsibility of the OWNER:

- Provide the ENGINEER with all criteria and full information as to the OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the OWNER will require to be included in the Drawings and Specifications; and furnish copies of the OWNER's standard forms, conditions and related documents for the ENGINEER to include in the Bidding Documents, when applicable.
- The timely provision of all available information, data, reports, records, and maps to which the OWNER has access and which are needed by the ENGINEER for the performance of the services provided herein.
- Providing assistance and cooperation for the ENGINEER in obtaining any other needed material which the OWNER does not have in its possession.
- Making available the services of the OWNER as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
- The designation of a single representative who will be authorized to make necessary decisions required on behalf of the OWNER and will serve to provide the necessary direction and coordination for the project.

The OWNER's Representative - _____

The ENGINEER's Representative – Don Hamburger, PE, Regional Manager

- Advise the ENGINEER of the identity and scope of services of any independent consultants employed by the OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering and constructability review.
- Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion, final payment, and warranty reviews.
- The OWNER shall provide for mailing any required certified notification letters to the property owners, including the mailing costs, for notification for access to perform the scope of services.
- The OWNER shall pay all costs for permit fees and application fees.
- The OWNER shall pay for all costs of publishing the Advertisement for Bid.
- The OWNER shall provide for acquisition of all fee simple properties and easements for the project.
- The OWNER shall pay for all recording fees for fee simple properties and easements.

- The OWNER will provide a geotechnical subconsultant to provide for geotechnical services needed for material testing and geotechnical evaluations during construction.
- The OWNER shall provide for any require legal action and associated required legal notifications.

ITEM 9 - MISCELLANEOUS PROVISIONS

- **Opinion of Probable Construction Costs:** The ENGINEER's opinion of probable construction costs is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. The ENGINEER cannot and does not guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the project may affect estimates. The OWNER waives and releases the ENGINEER from any loss, liability, or claim arising out of or in any way related to the ENGINEER's opinion of probable construction costs.
- The attached hourly rate schedule shall be incorporated as part of this agreement. The hourly rate schedule is subject to change January 1st of each calendar year.
- Fixed fee tasks are predicated on the project proceeding in accordance with the indicated schedule. Should delays or suspension of activity in excess of 90 days occur, the remaining fee balances will be subject to an equitable adjustment equivalent to the increase in the ENR Construction Cost Index over the period corresponding to the suspension of activity.

ITEM 10 - COMPENSATION

Compensation for ITEM 1 - PROJECT ADMINISTRATION through ITEM 6 – POST-CONSTRUCTION SERVICES will be on an hourly rate basis in accordance with the current Hourly Rate Schedule with a maximum amount not to exceed of **\$370,500.00**

Compensation for ITEM 7 - ADDITIONAL SERVICES will be on an hourly rate basis in accordance with the current Hourly Rate Schedule.

ITEM 11 - SCHEDULE

The following is the proposed schedule for the scope outline above:

- Notice to Proceed / Project Kickoff Meeting
- Design Surveys completed..... 15 days after NTP
- Preliminary Design Submittal & Review 45 days after survey
- 60% Design Submittal & Review..... 45 days after Prel. Design approval
- Submit Permit Applications..... 15 days after 60% Design approval
- Receive Permits 60 days after Permit submittals (est.)
- 90% Design Submittal & Review..... 45 days after Permit approvals
- Bidder Pre-Qualification Approved..... 75 days after 90% approvals
- Bid Opening..... 45 days after Pre-Qualification

Exhibit A to Professional Services Contract
WWTP Improvement - 2017
CITY OF HENDERSONVILLE

- Award Construction Contract..... 60 days after Bid Opening
- Construction Substantially Complete / System Startup..... 365 days after construction NTP
- Prepare Record Drawings / Closeout Documents..... 60 days after substantial completion
- Warranty Period Complete.....365 days after substantial completion

Water Resources Services 2017 Schedule of Hourly Rates

Employee Classification	(Rate/Hour)
Principal.....	\$280.00
Engineering Manager	\$244.00
Project Manager III	\$208.00
Project Manager II	\$187.00
Project Manager I	\$175.00
Technical Specialist.....	\$255.00
Project Engineer IV	\$203.00
Project Engineer III.....	\$187.00
Project Engineer II.....	\$151.00
Project Engineer I	\$137.00
Engineer Intern.....	\$125.00
Land Planner/Landscape Architect	\$124.00
Designer IV	\$146.00
Designer III.....	\$128.00
Designer II.....	\$118.00
Designer I	\$92.00
Sr. CAD Technician.....	\$83.00
CAD Technician	\$69.00
Sr. Project Administrator	\$96.00
Project Administrator	\$83.00
Administrative Assistant	\$67.00
Construction Administrator III	\$146.00
Construction Administrator II.....	\$137.00
Construction Administrator I.....	\$115.00
Project Representative III	\$137.00
Project Representative II	\$115.00
Project Representative I	\$95.00
Field Technician I.....	\$80.00
Field Technician II	\$107.00
Field Services Manager	\$128.00

Expenses

In addition to labor, McKim & Creed bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of the client; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking etc.; mileage for all company-owned vehicles (trucks) will be billed at \$0.85/mile; employee owned vehicles used for transportation related to the project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs.

McKim & Creed also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

Hendricksville - WWTP Improvements - 2017														TOTAL			
Task No.	Description	Eng Hour \$/hr	In PM GC \$/hr	Electrical \$/hr	Mechanical \$/hr	IBC \$/hr	In Owner \$/hr	Eng Assoc \$/hr	In Eng Tech \$/hr	CAI \$/hr	Travel \$/hr	Perk \$/hr	Perk \$/hr	Company Truck \$/hr	Perk \$/hr	Misc Expenses	
Item 1 PROJECT MANAGEMENT																	
200 hours																	
1	Misc. Project Activities (for 30 months)	30	1					10				5				\$12,000	
2	Prepare & Track Project Management Plan at Internal Kick-Off Meeting	20	1					4				1				\$8,400	
3	5x Kick-off meeting with Owner	2	1					4	1			1			200	\$3,200	
4	Jordan Meeting Submittals	2						3				2				\$1,700	
5	Permit Filing	5						5				10				\$3,440	
6	Monthly reviews / status reports (for 30 months)	30						10				5				\$15,310	
																\$0	
		117	2	2	0	0	2	40	1	0	0	41	0	0	200	\$28,290	
		\$26,710	\$190	\$0	\$0	\$0	\$0	\$1,790	\$120	\$0	\$0	\$3,400	\$0	\$0	\$134	\$30,820	
Item 2 ENGINEERING DESIGN																	
2.1 Preliminary Design																	
A1	Finalize Dates of Design Document	10	4	10	22			20				0		2		\$3,800	
B1	Soil measurements of existing fillers	4			10			10							800	\$20	
C1	Prepare 30% documents	4		10	0	4	44	22	40							\$12,500	
D1	Prepare Preliminary Design Deliverables	4	0					12	0			2				\$6,400	
E1	Review Meeting w/ Owner	4						4						200	\$50	\$1,000	
F1	QC Review and Edit	4	0	4	4	2		0	10							\$7,670	
		44	20	34	34	10	44	54	54	0	0	2	2	2	1100	\$12	
		\$10,120	\$4,400	\$4,400	\$12,000	\$2,000	\$0,000	\$11,700	\$0,100	\$0	\$1,000	\$100	\$100	\$0	\$100	\$7,600	
2.2 Design Development																	
A1	Prepare bid/basis plans	8		10	0	0	20	10	10							\$30,200	
B1	Prepare Construction Bid Documents & Tech Specs (C30)	4		10	0	4	4	40	4			0	2			\$10,000	
C1	Submit 60% Documents to Owner	4		0	0	0	0	4	0							\$4,000	
D1	Client Meeting for 60% Plan Review	0	0	0	0	0	0	0	0					200	\$50.00	\$4,000	
E1	Submit 30% Documents to Owner	0		0	0	0	0	24	16						200	\$50.00	
F1	Client Meeting for 30% Plan Review	0		0	0	0	0	0	0							\$0.00	
G1	Quantity Take-Off and Cost Estimate	4	0	4	4	4		22	4			20	2			\$13,100	
H1	QC Review and Edit	2	0	0.5	4	4		4	16							\$1,000	
		34	24	30.5	32	4	40	100	120	0	0	2	2	0	500	\$74.0	
		\$7,400	\$0,000	\$6,025	\$0,000	\$1,000	\$11,000	\$22,000	\$10,000	\$0	\$4,000	\$1,100	\$100	\$0	\$500	\$10,000	
Item 3 PERMITTING PHASE SERVICES																	
A1	Prepare permit packages	2	4					0	0			4				\$1,700	
B1	Prepare calculation submittals & contact Permitting Agencies	4	4					10								\$3,400	
C1	Follow-up with review agencies	2						4								\$800	
D1	Edits and Resubmittals	2	4					4	0			4				\$1,700	
		10	12	0	0	0	0	20	16	0	0	8	0	0	0	\$6,600	
		\$2,200	\$2,700	\$0	\$0	\$0	\$0	\$4,000	\$2,000	\$0	\$0	\$600	\$0	\$0	\$0	\$11,700	
Item 4 BID PHASE SERVICES																	
4.1 Contractor Prequalification																	
A1	Prepare pre-qualification documents	2						0				4				\$1,700	
B1	Provide for solicitation from bidders							2				4				\$600	
C1	Issue and record documents to bidders							2				2				\$700	
D1	Respond to bidder inquiries and prepare addenda	2						4				2				\$1,200	
E1	Review Submittals	2						4				4				\$1,400	
F1	Review and score packages	10	10					10			10	2				\$7,300	
G1	Review and finalize with Owner	4						2				2				\$1,800	
H1	Notify bidders of selections	2						2				2				\$600	
		26	10	0	0	0	0	20	0	0	0	10	20	0	0	\$24,000	
		\$2,900	\$2,700	\$0	\$0	\$0	\$0	\$4,000	\$0	\$0	\$1,700	\$2,100	\$0	\$0	\$0	\$14,800	
4.2 Bid Award																	
A1	Prepare bid documents for printing	1						2				1				\$600	
B1	Prepare advertisement and assist Owner							2				1				\$200	
C1	Handle / process request for bid documents							2				2				\$600	
D1	Prepare and issue pre-bid meeting	5						4				4		200	10	\$2,500	
E1	Address and issue addendums	1		4	2			2				2				\$1,300	
F1	Assist in bid opening	1						4				4				\$1,000	
G1	Review bids and prepare bid tabulation / recommendation of award	1						4				2				\$1,300	
H1	Prepare contract documents for execution							4				2				\$600	
I1	Provide copies of final executed documents to Owner							4				2				\$600	
		14	0	4	2	0	0	20	0	0	0	10	0	0	0	\$20,000	
		\$4,370	\$0	\$740	\$104	\$0	\$0	\$2,700	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$20,000	
Item 5 CONSTRUCTION PHASE SERVICES																	
5.1 Construction Administration																	
A1	Pre-construction conference & minutes	8						10				0	2		200	10	\$4,300
B1	Monthly progress meetings & Minutes	10	0					10				17				\$3,700	
C1	Log, track, and review Shop Drawings	2	2	4	4	4		16				8	2			\$8,670	
D1	Log, track, and review RFI	2	2	4	4	4		16				8	2			\$8,600	
E1	Log, track, and review Change Order requests	2	2					8				4	2			\$2,600	
F1	Review material testing				2			4				2	2			\$1,310	
G1	Log, track, and review job estimates							16				8	2			\$4,300	
H1	Conduct site visits w/ CO							40				16	2			\$15,210	
I1	Conduct substantial completion inspection prepare punchlist	8						16				8	2		200	10	\$3,000
J1	Issue Engineer's Certification	2						4				2				\$600	
K1	Schedule & Conduct Final Inspection prepare punchlist	8	2					16				8	2		200	10	\$3,000
L1	Deliver closed-out documents to Owner							4				2	2			\$400	
		44	16	12	14	12	0	126	0	0	0	114	30	0	2200	\$37	
		\$11,600	\$3,600	\$2,240	\$2,616	\$2,244	\$0	\$15,750	\$0	\$0	\$15,016	\$2,400	\$0	\$0	\$1,200	\$400	
5.2 Construction Observation																	
A1	Observe Construction, part time basis											400		12000	1000	\$60,200	
B1	Prepare daily reports / maintain photo records record weather															\$0	
C1	Document field conditions / contractor's personnel / equipment / work															\$0	
D1	Review job estimates															\$0	
E1	Attend monthly progress meetings															\$0	
F1	Attend w/ Substantial & Final Inspection prepare punchlist															\$0	
		0	0	0	0	0	0	0	0	0	0	400	0	0	12000	0	
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000	\$0	\$0	\$12,000	\$0	
Item 6 POST-CONSTRUCTION SERVICES																	
6.1 System Startup and Commissioning																	
		10.00	0.00					40.00	16.00			16.00				\$14,700	
		10.00	0.00	0.00	0.00	0.00	0.00	40.00	16.00	0.00	16.00	0.00	0.00	0.00	0.00	\$0	
		\$1,000	\$1,000	\$0	\$0	\$0	\$0	\$1,000	\$7,000	\$0	\$1,100	\$0	\$0	\$0	\$0	\$14,700	
6.2 Record Drawings																	
		0	0	0	0	0	0	4	0	0	0	16	0	0	0	\$0	
		\$0	\$0	\$0	\$0	\$0	\$0	\$400	\$0	\$0	\$0	\$1,100	\$0	\$0	\$0	\$4,000	
6.3 Contractor Warranty Period Reviews																	
		16.00	0.00					64.00	24.00			24.00				\$2,100	
		0	0	0	0	0	0	0	0	0	0	16	0	0	0	\$0	
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100	\$0	\$0	\$0	\$0	
Total Hours		244.5	10.0	16.5	102.0	32.0	122.0	674.0	228.0	32.0	0.0	153.0	4.0			2331.0	
Total Fee		\$72,200.00	\$1,200.00	\$14,300.00	\$10,074.00	\$3,964.00	\$16,206.00	\$71,080.00	\$26,400.00	\$2,200.00	\$0.00	\$63,644.00	\$11,000.00	\$204.00		\$275,608.00	



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Admin

Date Submitted: 07.28.17

Presenter: Mayor Volk

Date of Council Meeting to consider this item: 09-07-17

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 06a

Mr. Gary Stammer requested a proclamation for Alzheimer's Awareness. He also encourages participation in the Walk to End Alzheimer's on September 30 at 10:00 a.m. at Jackson Park. He is planning to attend the meeting and accept the proclamation.

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

Suggested Motion:

Attachments:

PROCLAMATION

WHEREAS, the Alzheimer's Association Walk to End Alzheimer's is the world's largest event to raise awareness and funds for Alzheimer's care support and research; and

WHEREAS, Fundraising dollars fuel their mission, and participation in the event helps to change the level of Alzheimer's awareness in your community; and

WHEREAS, Almost two-thirds of Americans with Alzheimer's disease are women; and

WHEREAS, One in three seniors dies with Alzheimer's or another dementia.

WHEREAS, Alzheimer's disease is the sixth-leading cause of death in the United States.

WHEREAS, There are more than 5 million Americans living with the disease.

WHEREAS, Alzheimer's disease is not normal aging, but is fatal and there is no way to prevent, cure or even slow it down; and

WHEREAS, The Alzheimer's Association encourages early detection and provides care and support to those living with Alzheimer's while working to raise awareness and accelerate research across the globe through efforts such as 2017 Hendersonville NC Walk to End Alzheimer's; and

WHEREAS, money raised benefits those affected by Alzheimer's disease in our community.

NOW, THEREFORE, I, Barbara G. Volk, Mayor of the City of Hendersonville, do hereby proclaim Saturday, September 30, 2017 as

"ALZHEIMER'S AWARENESS DAY"

and encourage citizens to join in its observance and support however possible, the local walk on September 30 at 10:00 a.m. at Jackson Park.

Signed this seventh day of September 2017.

Barbara G. Volk, Mayor

JOIN THE FIGHT FOR ALZHEIMER'S FIRST SURVIVOR.



Walk to End Alzheimer's - Hendersonville, NC

Jackson Park, 801 Glover St,
Sept 30, 2017, 10:00am

NATIONAL PRESENTING SPONSOR

Edward Jones

alz.org/walk



Let's End Alzheimer's

The Alzheimer's Association is the largest nonprofit voluntary health organization dedicated to accelerating the progress in prevention, cure and living with Alzheimer's disease. The Alzheimer's Association and its affiliated chapters are independent 501(c)(3) nonprofit entities.

Excellent Support Resources:

- 24-hour Helpline: 800-272-3900
- www.alz.org/CommunityResourceFinder : dementia & community services for patients & caregivers
- www.alz.org/library : Green-Field Library, nation's largest library and resource center devoted to increasing knowledge about Alzheimer's disease and related dementias. Search our Collection - Find materials by searching [Online Catalog](#). Learn how to borrow from us.
- <https://alzheimersnavigator.org> : Alzheimer's Navigator: An online program that helps those facing the disease to determine their needs and develop an action plan.

Reasons to join the fight to end Alzheimer's disease NOW!

Alzheimer's Association research reveals that:

- Alzheimer's - the sixth-leading cause of death in the United States; cannot be prevented, cured or slowed.
- Almost two-thirds of Americans with Alzheimer's disease are women.
- One in three seniors dies with Alzheimer's or another dementia.
- More than 5 million Americans are living with the disease.

2017 Hendersonville, NC Walk to End Alzheimer's

When: September 30, 2017 at 10am *Route Length: 2 miles*

Location: Jackson Park, 801 Glover Street, Hendersonville, NC 28792

Contacts:

Molly Goode | 828-398-5780 | mgoode@alz.org

Event Chairperson: Gary Stammer, 443-632-4694, gstam452@gmail.com

More event info : www.alz.org/walk

Help us Make a Difference

- The Alzheimer's Association provides education and support, while advancing research toward methods of treatment, prevention and, ultimately, a cure.
- The Alzheimer's Assoc. hosts thousands of support groups and educational sessions in communities.

How to Participate or Donate

Online:

- Go to www.alz.org/walk
- Select **Find Your Walk**
- Enter zip code 28792
- Select **Hendersonville, September 30, 2017**

To Register to Walk

- Select **Register**
- Select **Join a Team** or create a new team
- Enter Team Name of your choice, such as, "Henderson County Walks"
- Select **Join**
- Complete registration information

To Donate

- Select **Donate**
- Donate to a walker, team or the 2017 Hendersonville walk.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Admin

Date Submitted:

Presenter: Girl Scouts of Troop 1886

Date of Council Meeting to consider this item: 09.07.17

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 06b

Members of Girl Scout Troop 1886 made a presentation to City Council last year regarding their "Apple Quest" silver award project. City Council approved the idea and the girls have since finished the project.

Assistant Troop Leader Brad Vale stated the girl scouts would like to give a short report on the project, its great success, and to thank the mayor and members of the City Council for their belief in the idea.

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

Suggested Motion:

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet
Date Submitted: 7/13/2017
Date of Council Meeting to consider this item: 8/32017
Nature of Item: Presentation Only

Department: Administration
Presenter: John Connet

Summary of Information/Request:

Item # 06c

For the April through June quarter, 48 MVP nominations were submitted. One of the quarterly MVPs selected was on vacation in August.

Mike Huffman, Engineering, received three MPV nominations during this quarter. He has been very proactive in promoting sustainability, green infrastructure and overall good stewardship of our resources communicating well with employees, customers and the general public. His project of rain barrel sales did not cost the City anything and sold 300 rain barrels which will take up to 15,000 gallons of stormwater runoff out of area streams per rain event. In addition, he worked to install the 'Trash Trout' device on Mud Creek in partnership with GreenWorks and fellow nonprofit Mountain True. Both projects garnered the City great publicity.

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: Tammie Drake

Department: Admin

Date Submitted: 08.30.17

Presenter: Cheryl Jones, HPC Chair

Date of Council Meeting to consider this item: 09.07.17

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 06d

Cheryl Jones, Chair of the Historic Preservation Commission, will be present to encourage your participation in the celebration of the Historic Berkeley Mills Ballfield.

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

Suggested Motion:

N/A

Attachments:

flyer

PARTY AT THE PARK!!

A Historic Berkeley Ball Field Celebration

**Saturday
September 16
starting at noon**



**Ball Field Dedication - Pick up games
Hot Dogs & More!**

Call 828-697-3010 for details.





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 8-14-17

Presenter: Susan G. Frady, Development Asst Director

Date of Council Meeting to consider this item: 9-7-17

Nature of Item: Council Action

Summary of Information/Request:

Item # 07

The City of Hendersonville has received a petition from the Trustees of Carolina Village for contiguous annexation of parcels 9579-08-6537, 9570-09-1625 and 9569-99-7294 containing approximately 19 acres located off of N. Main Street. This annexation application is a part of the application for a special use permit for the Carolina Village that was heard at last months meeting. Please refer to the attached maps for additional information.

At your meeting of August 3, 2017, you accepted the Clerk's Certificate of Sufficiency and recommended a public hearing for the September 7, 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 Carolina Village effective September 7, 2017.

Attachments:

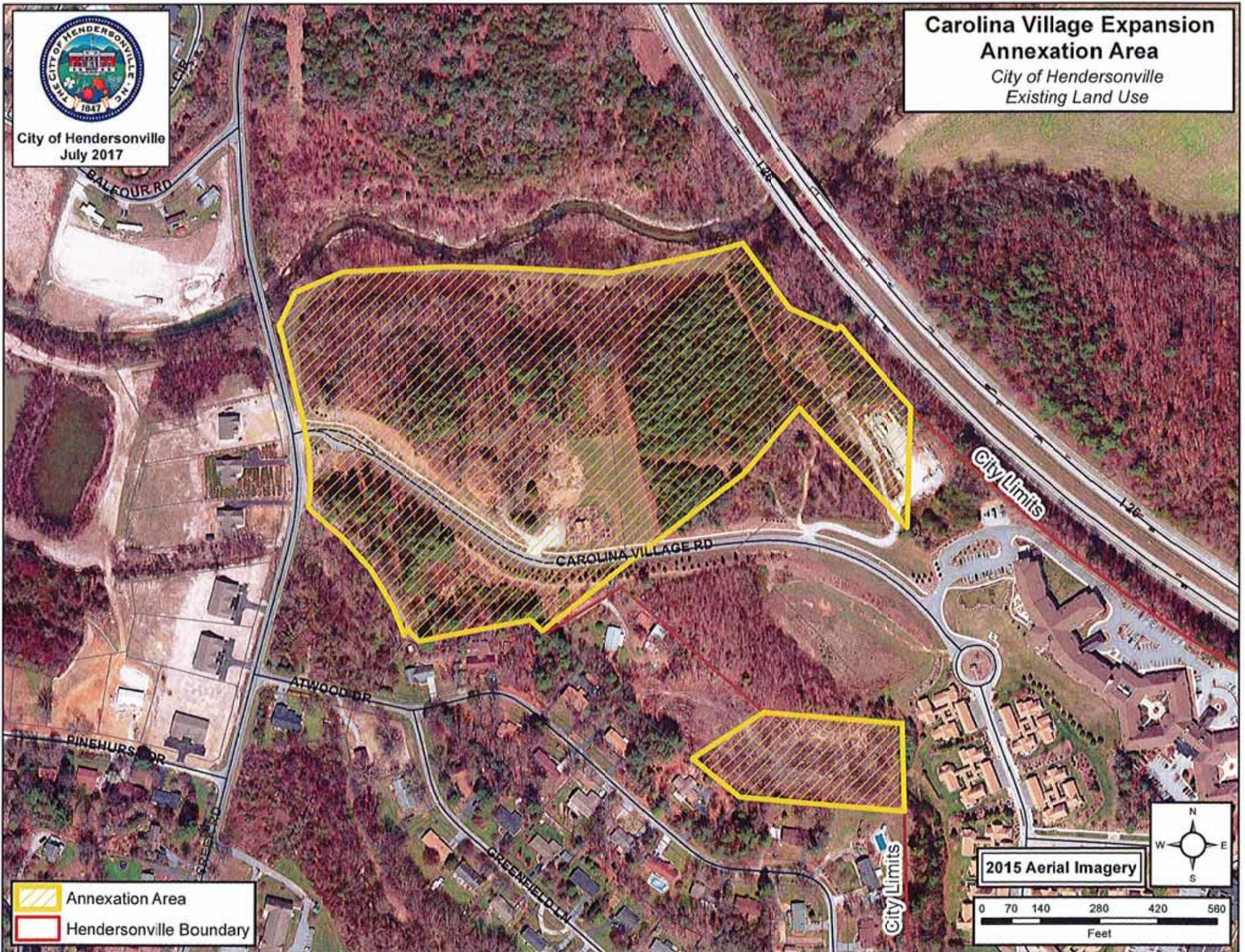
Survey
Map
Cert. of Sufficiency
Ordinance



City of Hendersonville
July 2017

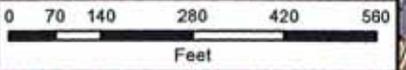
Carolina Village Expansion Annexation Area

City of Hendersonville
Existing Land Use



 Annexation Area
 Hendersonville Boundary

2015 Aerial Imagery



CERTIFICATE OF SUFFICENCY

**RE: Petition for Contiguous Annexation
Carolina Village
File No. P-17-31-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 parcels 9579-08-6537, 9579-09-1625 and 9569-99-7294 in Carolina Village.

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 14 day of July, 2017.

Tammie K. Drake

Tammie K. Drake, MMC, City Clerk

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
CITY OF HENDERSONVILLE, NORTH CAROLINA
Carolina Village**

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 seventh day of September 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 seventh day of September 2017.

DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

Being the Tracts described in Deed 1101, Page 286 and Deed Book 1077, Page 350.
Beginning at the Center line of Clear Creek road, S.R. 1535, and the centerline of Clear Creek.
THENCE North 71 degrees 10 minutes 41 seconds East for a distance of 43.88 feet to a point in the centerline of Clear Creek THENCE North 42 degrees 49 minutes 21 seconds East for a distance of 78.04 feet to a point in the centerline of Clear Creek. THENCE North 43 degrees 32 minutes 08 seconds East for a distance of 72.66 feet to a point in the centerline of Clear Creek. THENCE North 43 degrees 42 minutes 38 seconds East for a distance of 49.16 feet to a point in the centerline of Clear Creek. THENCE North 75 degrees 36 minutes 38 seconds East for a distance of 85.26 feet to a point in the centerline of Clear Creek. THENCE South 67 degrees 49 minutes 44 seconds East for a distance of 182.53 feet to a point in the centerline of Clear Creek. THENCE South 77 degrees 12 minutes 11 seconds East for a distance of 157.34 feet to a point in the centerline of Clear Creek. THENCE North 60 degrees 11 minutes 30 seconds East for a distance of 115.16 feet to a point in the centerline of Clear Creek. THENCE North 29 degrees 28 minutes 57 seconds East for a distance of 64.55 feet to a point in the centerline of Clear Creek. THENCE North 73 degrees 32 minutes 15 seconds East for a distance of 47.59 feet to a point in the centerline of Clear Creek. THENCE South 86 degrees 16 minutes 47 seconds East for a distance of 79.26 feet to a point in the centerline of Clear Creek. THENCE South 62 degrees 16 minutes 45 seconds East for a distance of 68.95 feet to a point in the centerline of Clear Creek. THENCE South 71 degrees 42 minutes 00 seconds East for a distance of 66.12 feet to a point in the centerline of Clear Creek. THENCE North 87 degrees 30 minutes 12 seconds East for a distance of 74.38 feet to a point in the centerline of Clear Creek. THENCE North 80 degrees 13 minutes 16 seconds East for a distance of 80.79 feet to a point in the centerline of Clear Creek at the Western margin of the Right of Way for Interstate 26.

THENCE South 37 degrees 16 minutes 05 seconds East for a distance of 232.19 feet with the Western Right of Way for Interstate 26 passing a #4 Rebar set online in a ditch at 66.91 feet to a #4 Rebar set. THENCE South 63 degrees 38 minutes 22 seconds East for a distance of 113.43 feet with the Western margin of the Right of Way for Interstate 26 to a Existing Concrete Monument. THENCE along a curve to the left having a radius of 3954.72 feet and an arc length of 275.51 feet, being subtended by a chord of South 42 degrees 56 minutes 18 seconds East for a distance of 275.45 feet with the Western Margin of the Right of Way for Interstate 26 to a Existing #4 Rebar standing South 21 degrees 54 minutes 04 seconds East for a distance of 162.67 feet from N.C.G.S. monument "Clear" having N.A.D. 83 coordinates of North- 599607.293 feet and East- 970851.144 feet with a combined factor of 0.99977749. Thence South 01 degrees 09 minutes 26 seconds East for a distance of 271.45 feet to a point. Thence North 42 degrees 21 minutes 09 seconds West for a distance of 104.48'. Thence North 42 degrees 28 minutes 45 seconds West for a distance of 287.67 feet to a point. Thence South 38 degrees 34 minutes 52 seconds West for a distance of 204.00 feet to a point. Thence South 50 degrees 38 minutes 23 seconds West for a distance of 614.21 feet to a point passing a Capped Rebar online at 613.55 feet. THENCE North 48 degrees 58 minutes 41 seconds West for a distance of 75.43 feet to a Existing 3/4" Iron Pipe. THENCE South 75 degrees 23 minutes 37 seconds West for a distance of 269.84 feet to a Existing 1/2" Iron Pipe passing a Existing Capped Rebar online at 189.16'. THENCE North 21 degrees 18 minutes 50 seconds West for a distance of 40.05 feet to a Existing Bent #4 Rebar/ THENCE North 20 degrees 51 minutes 42 seconds West for a distance of 60.25 feet to a Point. THENCE North 29 degrees 48 minutes 02 seconds West for a distance of 100.00 feet to a Point. THENCE North 42 degrees 23 minutes 02 seconds West for a distance of 100.00 feet to a Point. THENCE North 47 degrees 23 minutes 02 seconds West for a distance of 176.83 feet to a Point. THENCE North 01 degrees 52 minutes 48 seconds West for a distance of 34.16 feet to a Point in the centerline of Clear Creek road, S.R. 1503. THENCE North 05 degrees 31 minutes 42 seconds West for a distance of 34.91 feet to a point in the centerline of Clear Creek Road, SR. 1503. THENCE North 07 degrees 36 minutes 26 seconds West for a distance of 26.13 feet to a Point in the centerline of Clear Creek road, S.R. 1503. THENCE North 09 degrees 29 minutes 51 seconds West for a distance of 51.24 feet to a Point in the centerline of Clear Creek road, S.R. 1503. THENCE North 12 degrees 12 minutes 16 seconds West for a distance of 51.08 feet to a point in the centerline of Clear Creek road, S.R. 1503. THENCE North 13 degrees 20 minutes 42 seconds West for a distance of 54.62 feet to a point in the centerline of Clear Creek road, S.R. 1503 THENCE North 14 degrees 28 minutes 33 seconds West for a distance of 215.61 feet to a Point in the centerline of Clear Creek road, S.R. 1503. Together with and subject to covenants, easements, and restrictions of record.

LEGAL DESCRIPTION

Being the Tract described in Deed 1565, Page 348.

BEGINNING AT A 1/2" IRON PIPE STANDING SOUTH 18 DEGREES 00 MINUTES 15 SECONDS WEST A DISTANCE OF 902.69 FEET FROM N.C.G.S. MONUMNET "CLEAR" HAVING N.A.D. 83 COORDINATES OF NORTH- 599607.293 FEET AND EAST- 970851.144 FEET WITH A COMBINED FACTOR OF 0.99977749.; THENCE SOUTH 85 DEGREES 22 MINUTES 35 SECONDS EAST A DISTANCE OF 341.86 FEET TO A 3/4" AXLE; THENCE SOUTH 03 DEGREES 57 MINUTES 05 SECONDS WEST A DISTANCE OF 214.27 FEET TO A 3/4" AXLE; THENCE NORTH 85 DEGREES 00 MINUTES 48 SECONDS WEST A DISTANCE OF 394.68 FEET TO A 3/4" IRON PIPE; THENCE NORTH 49 DEGREES 49 MINUTES 23 SECONDS WEST A DISTANCE OF 146.51 FEET TO A 1" AXLE; THENCE NORTH 57 DEGREES 52 MINUTES 32 SECONDS EAST A DISTANCE OF 211.53 FEET TO THE POINT AND PLACE OF BEGINNING;

Section 2. Upon and after the seventh day of September 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 seventh day of September
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 Frady

Department: Development Asst Dept

Date Submitted: 8-14-17

Presenter: Matt Champion, Senior Planner

Date of Council Meeting to consider this item: 9-07-17

Nature of Item: Council Action

Summary of Information/Request:

Item # 08

The City is in receipt of an application from Tom Jacobson of North Main Street Properties of Hendersonville, LLC for a rezoning of parcel # 9579-16-7043 located on Signal Hill Road off of Thompson Street from R-20 Low Density Residential to C-3, Highway Business. Also included in the rezoning is parcel # 9579-25-0812 consisting of 0.01 acres. The 0.01 acres is owned by the Hendersonville ABC Store and the rezoning is to correct a mapping error.

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 shown on pages 5 and 6 of the memorandum.

Attachments:

MEMORANDUM

TO: Honorable Mayor and Council
FROM: Matt Champion, Senior Planner
RE: Tom Jacobson
FILE #: P17-29-Z
DATE: September 7, 2017

PROJECT HISTORY

The City is in receipt of an application, dated July 6, 2017, for a zoning map amendment. The applicant is Tom Jacobson and the property owners are Julie Green, Laurie Bakke, Philip Green, and North Main Street Properties of Hendersonville, LLC. The application is for parcel 9579-16-7043 which consists of 2.29 acres. This parcel is located off of Thompson Street on Signal Hill Road.

Additionally the Development Assistance Department recommends rezoning a portion of the adjacent parcel 9579-25-0812, which is listed to the City of Hendersonville Board of ABC. A small portion on the western edge of the City of Hendersonville Board of ABC property is currently zoned R-20, Low Density Residential while the rest of the property is zoned C-3, Highway Business. This 0.01 acre portion is recommended to be rezoned from R-20, Low Density Residential to C-3, Highway Business in order to clean up the City of Hendersonville Zoning Map.

COMPREHENSIVE PLAN CONSISTENCY

According to N.C.G.S.160A-383, zoning map amendments shall be made in accordance with a comprehensive plan. As shown on the map located on page 8, the 2030 Comprehensive Plan's Future Land Use Map designates the subject area as High Intensity Neighborhood and Regional Activity Center.

The High Intensity Neighborhood future land use category is to encourage low-maintenance, high-density housing that supports Neighborhood and Regional Activity Centers and downtown and provides a transition between commercial and single-family development. Promote walkable neighborhood design that creates attractive and functional roadway corridors and multi-family residential neighborhoods. The primary and secondary recommended land uses for the High Intensity Neighborhood land use category are as follows:

Primary

- Single-family attached and multi-family residential

- Open space
- Planned Residential Developments

Secondary

- Public and institutional uses
- Offices and retail along

thoroughfares

- Recreational amenities

The Regional Activity Center future land use category is to meet the large-scale retail needs of Hendersonville residents while encouraging mixed-use, walkable design through redevelopment and infill projects. The primary and secondary recommended land uses for the Regional Activity Center land use category are as follows:

Primary

- Community/regional retail sales and services
- Restaurants

Secondary

- Multi-family residential
- Offices
- Public and institutional uses
- Pedestrian amenities

PROPOSED ZONING CLASSIFICATION

A portion of this parcel is proposed to be rezoned to C-3, Highway Business zoning district which is designed primarily to encourage the development of recognizable, attractive groupings of facilities to serve persons traveling by automobile and local residents.

SURROUNDING LAND USE & ZONING CLASSIFICATION

The parcel in the proposed rezoning request is currently vacant. The parcels to the north and east are zoned C-3, Highway Business which includes the Bon Worth factory, a hair salon, Hendersonville ABC store, and the Looking Glass Eye Center. Parcels to the south and west are zoned R-20, Low Density Residential and contain residential structures. Please note an existing land use map is located on page 7 and an existing zoning map is located on page 9.

ANALYSIS

Listed in Table A is an outline of the dimensional requirements for the C-3 zoning district classification. Table B is an outline of the dimensional requirements for the R-20 zoning district classification.

Table A

Dimensional Req. C-3	Residential	Non-Residential
Minimum Lot Area	6,000 Sq. Ft.	10,000 Sq. Ft.

Minimum Lot Width at Building Line	50 Feet	80 Feet
Minimum Front Yard	20 Feet	35 Feet
Minimum Side Yard	8 Feet	15 Feet
Minimum Rear Yard	10 Feet	20 Feet
Maximum Building Height	35 Feet	48 Feet

Table B

Dimensional Req. R-20	Residential	Non-Residential
Minimum Lot Area	20,000 Sq. Ft. & 10,000 Sq. Ft. for a second unit	20,000 Sq. Ft.
Minimum Lot Width at Building Line	100 Feet	100 Feet
Minimum Front Yard	35 Feet	35 Feet
Minimum Side Yard	15 Feet	15 Feet
Minimum Rear Yard	20 Feet	20 Feet
Maximum Building Height	35 Feet	35 Feet

The C-3, Highway Business zoning district is intended for areas designed primarily to encourage the development of recognizable, attractive groupings of facilities to serve persons traveling by automobile and local residents. The permitted and conditional uses for the C-3, Highway Business zoning district are listed below.

C-3, Highway Business District

Permitted Uses:

- Accessory dwelling units
- Accessory structures
- Adult care homes
- Animal hospitals & clinics
- Automobile car washes
- Automobile sales & service

- Automotive paint & body work
- Banks
- Bed & breakfast facilities
- Business services
- Congregate care facilities
- Construction trade facilities
- Convenience stores

Cultural art buildings
Dance and fitness facilities
Dry cleaning and laundry establishments
Farm equipment sales & service
Food pantries
Food processing establishments
Funeral homes
Golf driving ranges
Greenhouses & commercial nurseries
Home occupations
Hotels and motels
Laundries
Microbreweries
Mobile homes sales establishments
Music and art studios
Nursing homes
Offices, business, professional and public
Parking lots and parking garages
Parks
Personal services
Planned residential developments
Progressive care facilities
Public & semi-public buildings
Recreational facilities, indoors
Recreational facilities, outdoors

Religious institutions
Repair services, miscellaneous
Residential care facilities
Residential dwellings, single family
Residential dwellings, two-family
Rest homes
Restaurants
Restaurants, drive in
Retail stores
Schools, post-secondary
Schools, primary & secondary
Service stations
Signs
Telecommunications antennas
Theaters, indoor
Wholesale business

Conditional Uses:

Animal boarding facilities
Bus stations
Child care centers
Civic clubs & fraternal organizations
Mini-warehouses
Newspaper offices and printing
Private clubs
Public utility facilities

The R-20, Low-Density Residential zoning district is intended for areas in which the principal use of the land is for low-density residential or agricultural purposes.

R-20, Low-Density Residential District

Permitted Uses:

Accessory dwelling units
Accessory structures
Adult care homes
Camps
Child care homes
Home occupations
Parks
Planned residential developments (minor)
Religious institutions

Residential dwellings, single-family
Residential dwellings, two-family
Signs
Telecommunication antennas

Conditional Uses:

Bed and breakfast facilities
Cemeteries
Public utility facilities
Schools, primary & secondary

ZONING ORDINANCE GUIDELINES

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

1. Comprehensive Plan consistency. Consistency with the Comprehensive Plan and amendments thereto.
2. Compatibility with surrounding uses. Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property.
3. Changed conditions. Whether and the extent to which there are changed conditions, trends or facts that require an amendment.
4. Public interest. Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public health, safety and general welfare.
5. Public facilities. Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment.
6. Effect on natural environment. Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands, and wildlife.

PLANNING BOARD

The Planning Board took this matter up at its regular meeting on August 14, 2017. The Planning Board voted unanimously recommending that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing a portion of the zoning designation of parcel number 9579-16-7043 and 9579-25-0812 from R-20, Low Density Residential to C-3, Highway Business, finding that the rezoning is consistent with the Comprehensive Plan, the rezoning is reasonable and in the public interest for the following reasons: highest and best use for the property.

SUGGESTED MOTIONS

For Recommending Approval:

I move the City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing a portion of the zoning designation of parcel number 9579-16-7043 and 9579-25-0812 from R-20, Low Density Residential to C-3, Highway

Business, 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]

For Recommending Denial:

I move the City Council not adopt an ordinance rezoning a portion of parcel number 9579-16-7043 and 9579-25-0812.

[PLEASE STATE YOUR REASONS]

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

IN RE: FILE NO. P17-29-Z

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

1. Pursuant to Article XI Amendments of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing a portion of the zoning designation of parcel number 9579-16-7043 and 9579-25-0812 from City of Hendersonville R-20, Low Density Residential to City of Hendersonville C-3, Highway Business.
2. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 7th day of September 2017.

Barbara Volk, Mayor

ATTEST:

Tammie K. Drake, CMC, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney



**Tom Jacobson Rezoning
P17-29-Z
City of Hendersonville
Existing Land Use**



Subject Area
 Hendersonville Boundary

2015 Aerial Imagery

0 40 80 160 240 320
Feet



City of Hendersonville
July 2017

High Intensity
Neighborhood

High Intensity
Neighborhood

City Limits

Tom Jacobson
PIN: 9579-16-7043
Approximately:
2.29 Acres

Tom Jacobson Rezoning
P17-29-Z
City of Hendersonville
Future Land Use

Regional Activity Center

SIGNAL HILL RD.

Hendersonville ABC
PIN: 9579-25-0812
Approximately: 0.71 Acres

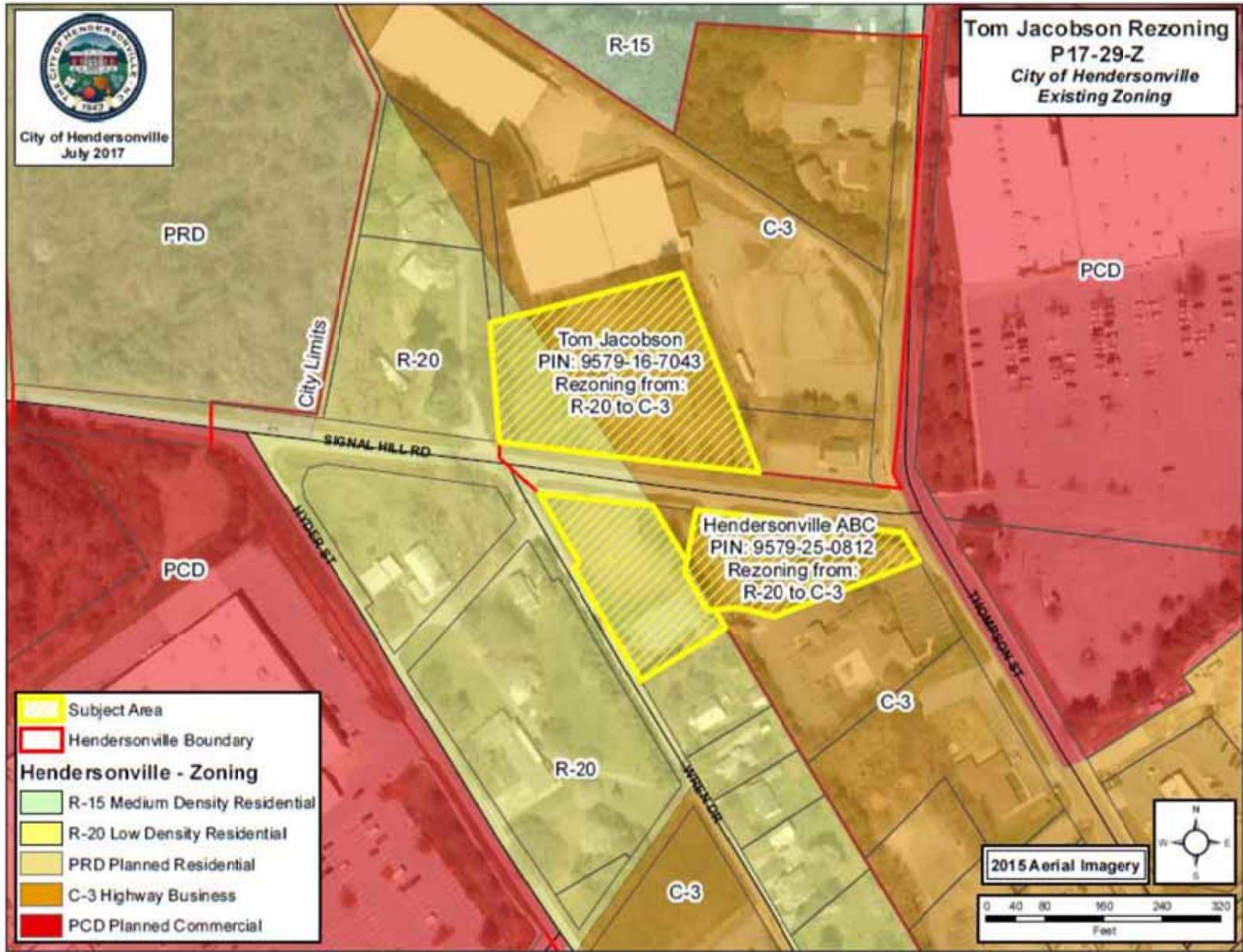
Regional Activity Center

Regional Activity Center

	Subject Area
	Hendersonville Boundary
	Regional Activity Center
	High Intensity Neighborhood

2015 Aerial Imagery







CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Chief Herbert Blake

Department: Police

Date Submitted: 08-30-17

Presenter: Chief Herbert Blake

Date of Council Meeting to consider this item: 09-07-17

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 09

I have submitted a 5 year strategic plan to the City Manager for the Hendersonville Police Department.

I will give a brief power point presentation as an overview of this plan and answer any questions that council may have.

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:

[Empty yellow box for suggested motion]

Attachments:
Strategic Plan

City of Hendersonville Police Department

Five Year Strategic Plan
2018-2023



Submitted September 7, 2017

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<u>Crime Statistics and Calls for Service</u>	<u>Page 5</u>
<u>Strategic Goal 1</u>	<u>Page 6</u>
<u>Strategic Goal 1</u>	<u>Page 7</u>
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Chief's PRIDE Approach to Leadership

Provide a positive and professional work environment

Respect and empathize with every person you serve

Involve your staff in the decision making process when possible

Don't make important decisions when emotions are high if you don't have to

Empower, educate and elevate your staff

Introduction

On behalf of the dedicated men and women of the Hendersonville Police Department it is my honor to present the Department's 2018-2023 Strategic Plan. These objectives presented are what we have selected to help set a strategic direction to provide a sufficient level of services to our community over the next several years. This proposal does not offer specific costs at this time. Those numbers will be submitted in upcoming budget workshops as we further prioritize objectives, ask for funding, and justify the funding as required by city procedures.

In February, 2017 the police department's command staff and mid-level supervisors held a retreat to discuss strategies for future policing service delivery and to prioritize agency developments for the next five years. We examined our crime and crash data. Feedback was also garnered from remaining department staff this spring in conjunction with a promotional process.

Currently, the Hendersonville Police Department is staffed with 55 fulltime employees who provide service oriented policing to close to 14,000 city residents. It is estimated that the city's service population triples during business hours. Over the past five years the police department has responded to an annual average of 43,145 calls for services. Moreover, in 2016, our 911 Dispatch Center received 73,467 telephone calls. Our patrol officers conducted 14,021 security checks to boot. It is our hope that city leaders and community stakeholders will work with us to meet our department's goals and objectives over the next several years.

Department's Mission Statement

The mission of the Hendersonville Police Department is to provide professional law enforcement services to our constituents to preserve and improve the quality of life for those who live in, work in or visit our city.

Our vision is to help make Hendersonville a safe destination, and to be viewed as a fair, respectful, transparent, and well-trained department with employees who are accessible, accountable, and responsive to our customers.

City population trend

2009 city population	13,135
2010 city population	13,189
2011 city population	13,278
2012 city population	13,294
2013 city population	13,473
2014 city population	13,663
2015 city population	13,824
2016 city population	13,840

Deployment of Department Personnel

Administration	7
Support Services	10
Criminal Investigations	6
Patrol Related Services	32

UCR Crime Statistics

Type of Index Crime	Index Offense	Year	Number Actual Offenses	Number Offenses Cleared	
Property Crime	Burglary	2014	49	16	33%
	Burglary	2015	78	28	36%
	Larceny	2014	452	282	62%
	Larceny	2015	683	326	48%
	MV Theft	2014	32	7	22%
	MV Theft	2015	35	11	31%

Type of Index Crime	Index Offense	Year	Number Actual Offenses	Number Offenses Cleared	
Violent Crime	Murder	2014	1	1	100%
	Murder	2015	1	0	0%
	Rape	2014	4	4	100%
	Rape	2015	7	4	57%
	Robbery	2014	9	7	78%
	Robbery	2015	18	8	44%
	Agg. Assault	2014	24	15	63%
	Agg. Assault	2015	29	26	90%

Police Department calls for service over the last 5 years	
2012	42,068
2013	44,418
2014	43,617
2015	40,495
2016	45,125

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The primary capital improvement project for the police department has begun with the approval of funding for a new police station. Suitable police buildings evoke civic pride. They improve operational effectiveness and morale. Adequate facilities also enthruses confidence in those who work in them as well as inspire confidence in the citizens that use police services. Knowing these we aim to:

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- d. Plan for and help to ensure the new police headquarters has adequate spaces and resources to host top level trainings for staff development; adequate space for sophisticated communications equipment, for weapons and ammunitions storage, locker rooms and changing facilities, secure and adequate parking, etc.
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- f. Continue to submit realistic, detailed and justified requests for capital line items for purchases that meet the city's expectations of service delivery in a timely manner.
- g. Continue to pursue more federal and state grants; our police department has secured grant funding for several capital line items such as Harley-Davidson Motorcycles and criminal investigations technical equipment. Our aim is to continue to pursue these kinds of funding by acquiring grants that are financially practical for the city to use.

Our intention is to form an attainable yet malleable plan and present it to city leaders for future budgetary and resource considerations. These objectives will be reevaluated as we move forward with this Strategic Plan.

The mission of the Hendersonville Police Department is to provide professional law enforcement services to our constituents to preserve and improve the quality of life for those who live in, work in or visit our city.

City of Hendersonville Police Department

Five Year Strategic Plan
2018-2023



Submitted September 7, 2017

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Chief's PRIDE Approach to Leadership

Provide a positive and professional work environment

Respect and empathize with every person you serve

Involve your staff in the decision making process when possible

Don't make important decisions when emotions are high if you don't have to

Empower, educate and elevate your staff

Introduction

On behalf of the dedicated men and women of the Hendersonville Police Department it is my honor to present the Department's 2018-2023 Strategic Plan. These objectives presented are what we have selected to help set a strategic direction to provide a sufficient level of services to our community over the next several years. This proposal does not offer specific costs at this time. Those numbers will be submitted in upcoming budget workshops as we further prioritize objectives, ask for funding, and justify the funding as required by city procedures.

In February, 2017 the police department's command staff and mid-level supervisors held a retreat to discuss strategies for future policing service delivery and to prioritize agency developments for the next five years. We examined our crime and crash data. Feedback was also garnered from remaining department staff this spring in conjunction with a promotional process.

Currently, the Hendersonville Police Department is staffed with 55 fulltime employees who provide service oriented policing to close to 14,000 city residents. It is estimated that the city's service population triples during business hours. Over the past five years the police department has responded to an annual average of 43,145 calls for services. Moreover, in 2016, our 911 Dispatch Center received 73,467 telephone calls. Our patrol officers conducted 14,021 security checks to boot. It is our hope that city leaders and community stakeholders will work with us to meet our department's goals and objectives over the next several years.

Department's Mission Statement

The mission of the Hendersonville Police Department is to provide professional law enforcement services to our constituents to preserve and improve the quality of life for those who live in, work in or visit our city.

Our vision is to help make Hendersonville a safe destination, and to be viewed as a fair, respectful, transparent, and well-trained department with employees who are accessible, accountable, and responsive to our customers.

City population trend

2009 city population	13,135
2010 city population	13,189
2011 city population	13,278
2012 city population	13,294
2013 city population	13,473
2014 city population	13,663
2015 city population	13,824
2016 city population	13,840

Deployment of Department Personnel

Administration	7
Support Services	10
Criminal Investigations	6
Patrol Related Services	32

UCR Crime Statistics

Type of Index Crime	Index Offense	Year	Number Actual Offenses	Number Offenses Cleared	
Property Crime	Burglary	2014	49	16	33%
	Burglary	2015	78	28	36%
	Larceny	2014	452	282	62%
	Larceny	2015	683	326	48%
	MV Theft	2014	32	7	22%
	MV Theft	2015	35	11	31%

Type of Index Crime	Index Offense	Year	Number Actual Offenses	Number Offenses Cleared	
Violent Crime	Murder	2014	1	1	100%
	Murder	2015	1	0	0%
	Rape	2014	4	4	100%
	Rape	2015	7	4	57%
	Robbery	2014	9	7	78%
	Robbery	2015	18	8	44%
	Agg. Assault	2014	24	15	63%
	Agg. Assault	2015	29	26	90%

Police Department calls for service over the last 5 years	
2012	42,068
2013	44,418
2014	43,617
2015	40,495
2016	45,125

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CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 8/30/17

Presenter: Brendan Shanahan

Date of Council Meeting to consider this item: 9/7/17

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 10

Buncombe Street Wash Creek Stormwater:

As infrastructure throughout the City ages, maintenance projects are superseded by repair projects that may be urgent. In the case of the 300 block of Buncombe St, the old stormwater conveyance system composed of various types of conduit has partially failed causing significant damage to property. Portions upstream and downstream of the failure have created sinkholes and are in danger of failing as well. Since the system as a whole faces the same challenge and requires improvements, a long-term plan is being developed to address the systemic problems and minimize property damage. Because of the nature of property damage resulting from this failure, the City Council has prioritized a near-term repair.

A brief presentation will follow to describe the short-term repair as well as some long-term stormwater options.

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

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

N/A

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 8/28/2017

Presenter: John Connet

Date of Council Meeting to consider this item: 9/7/2017

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 11

The City of Hendersonville has received a request from the Town of Laurel Park to begin negotiations for the sale (merger) of the Town of Laurel Park's water system to the City of Hendersonville. City staff has completed a preliminary review of the Town of Laurel Park's merger study. However, before moving forward with detailed study and negotiations, staff feels that City Council should provide direction on how to proceed in this matter.

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

Suggested Motion:

NA

Attachments:

Letter
Merger study

Town of Laurel Park

J. CAREY O'CAIN, Mayor
ROBERT O. VICKERY, Commissioner
and Mayor Pro Tem
NANCY P. MCKINLEY, Commissioner
A. PAUL HANSEN, Commissioner
GEORGE W. BANTA, Commissioner

ALISON L. ALEXANDER, Town Manager
KIMBERLY B. HENSLEY, CMC, Town Clerk
BOBBIE K. TROTTER, Chief of Police
ANDREW D. GRIFFIN, Public Works Superintendent
MONICA GILLET-STALLINGS, Town Attorney

June 20, 2017

John Connet
City Manager
City of Hendersonville
145 Fifth Ave. E.
Hendersonville, NC 28792

RE: Water Merger Study

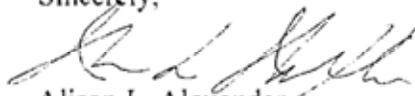
Dear John,

In January 2017 the Town of Laurel Park contracted with the firm of Hulsey, McCormick, and Wallace for the development of a water merger study to evaluate the Town's water distribution system.

Today the Laurel Park Town Council unanimously voted to adopt the final report, including the recommendation of a negotiated sale (merger) of the system with the City of Hendersonville. The Council authorized me and our merger committee to proceed with additional research as needed, and begin negotiations with the City.

We look forward to proceeding with you, your staff, and the City Council.

Sincerely,



Alison L. Alexander
Town Manager



Hulsey McCormick & Wallace
ENGINEERING • ENVIRONMENT • SCIENCE



LAUREL PARK / HENDERSONVILLE
WATER SYSTEM MERGER FEASIBILITY STUDY

TOWN OF LAUREL PARK, NORTH CAROLINA

JUNE 2017

HMW PROJECT NO. LAU 001-0109-17



Development

Environment

Water

Mapping



Development

- Master Planning
- Site Design
- Road Design
- Utilities
- Permitting
- Flood Analysis

Environment

- Environmental Site Assessments
- Site Investigation
- Remedial Design
- Solid Waste Facilities
- Regulatory Planning

Water

- Drinking Water
- Wastewater
- Water Resource Planning
- Storm Water
- Grant Assistance

Mapping

- Geographic Information Systems (GIS)
- Tax Parcel Mapping
- Asset Management
- Utility Mapping
- Public Safety

LAUREL PARK/HENDERSONVILLE
WATER SYSTEM MERGER FEASIBILITY STUDY



June 2017

Prepared by



Hulsey McCormick & Wallace
ENGINEERING • ENVIRONMENT • SCIENCE

Piedmont, South Carolina/Hickory, North Carolina
(844) 201-5244
HMW Project No. LAU 001-0109-17

William D. Nicholas, Ph.D.
Senior Scientist

Thomas E. Vollmar, P.E.
Principal Engineer

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Laurel Park/Hendersonville Water System Merger Feasibility Study
Prepared for
Town of Laurel Park, North Carolina

EXECUTIVE SUMMARY

The Town of Laurel Park (the Town) owns and operates a municipal water system serving 819 customers within the corporate limits. The water system consists of eight water tanks, seven parcels of land, six pump stations and approximately 23 miles of water lines. Construction of the Town's water system was begun in 1926 and through the ensuing years the system has been extensively upgraded as the Town has added customers. Approximately \$3 million has been spent in system updates, add-ons, and maintenance. The Town currently purchases water from the City of Hendersonville (the City). Over the past 12-month period, 46.6 million gallons of water were purchased by the Town and sold to its customers.

Hulsey McCormick and Wallace, Inc. (HMW) was engaged to study the feasibility of the merger of the Laurel Park Water Utility and the City of Hendersonville Water System. In this study, we assess the assets of the existing system, provide estimates of system valuation, examine the ramifications of merger versus retaining ownership, estimate future water rates for both options, and make recommendations for the Town.

The value of the water system was estimated using two approaches. First, the total system replacement cost (current dollars) was estimated and the historical percent depreciation was subtracted from this cost. This estimate values the system at \$4,833,000. The second method was the book value method in which the depreciation of each system component was subtracted from the actual cost. The book method yields an estimated value of \$1,844,000. Neither method accounts for additional value of the elevations of the existing tanks, water line right-of-ways, land available for tank expansion, or the ongoing value of the Town's customer base.

Under the merger option, the monthly water bill for an existing Laurel Park user should decrease as the City currently has out-of-city rates that are lower than Laurel Park rates. The overall effect on a monthly residential water bill (@5000 gallons/month) is shown in Figure ES-1. The gray line at the top represents historical water bills for a Laurel Park customer with the yellow segment showing the effect of capital improvements on future rates. The blue line on the bottom represents historical bills for the customers that used the City water system, but are outside of the City limits. The orange portion of the line shows the average rate of increase continuing as the City continues to implement its existing capital Improvements plan.

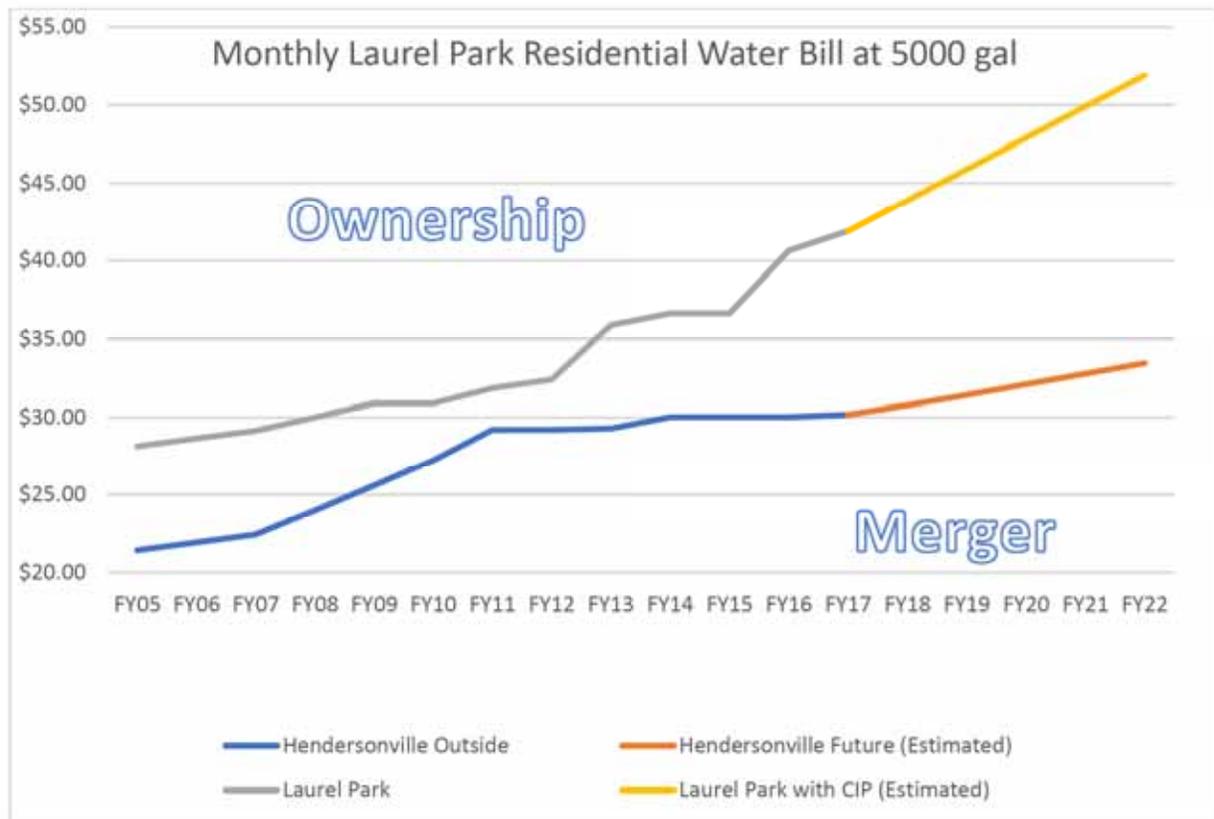


Figure ES-1.

HMW recommends the merger of the Laurel Park Water System with the City of Hendersonville. Specific terms and conditions must be negotiated with the City during the transaction. In this case, both parties derive benefits. Based on historical City billing for outside customers, Laurel Park customers should realize a reduction in monthly water bills and the Town may generate capital for other needed projects. The City of Hendersonville will realize an increase in the water customer base and be better positioned for future capital improvements through the utilization of the Town's existing system and rights-of-way.

1.0 ASSESSMENT OF CURRENT SYSTEM

1.1 OVERVIEW

The Town of Laurel Park (the Town) owns and operates a municipal water system serving customers within the corporate limits (Figure 1). Currently, about 60% of the residents within Laurel Park are served by the Town, while the remaining 40% are served directly by the City of Hendersonville. The total customer base of Laurel Park is 819 billed water meters with 304 accounts also being served with sewer. The Town currently purchases water from the City of Hendersonville (the City) under a purchase agreement that is included in Appendix A. Over the past 12-month period, 46.6 million gallons of water were purchased by the Town.

Hulsey McCormick and Wallace, Inc. (HMW) was engaged to study the feasibility of the merger of the Laurel Park Water Utility and the City of Hendersonville Water System. In this report, we assess the assets of the existing system, provide estimates of system valuation, examine the ramifications of merger versus retaining ownership, estimate future water rates for both options, and make recommendations for the Town.

1.2 ASSETS

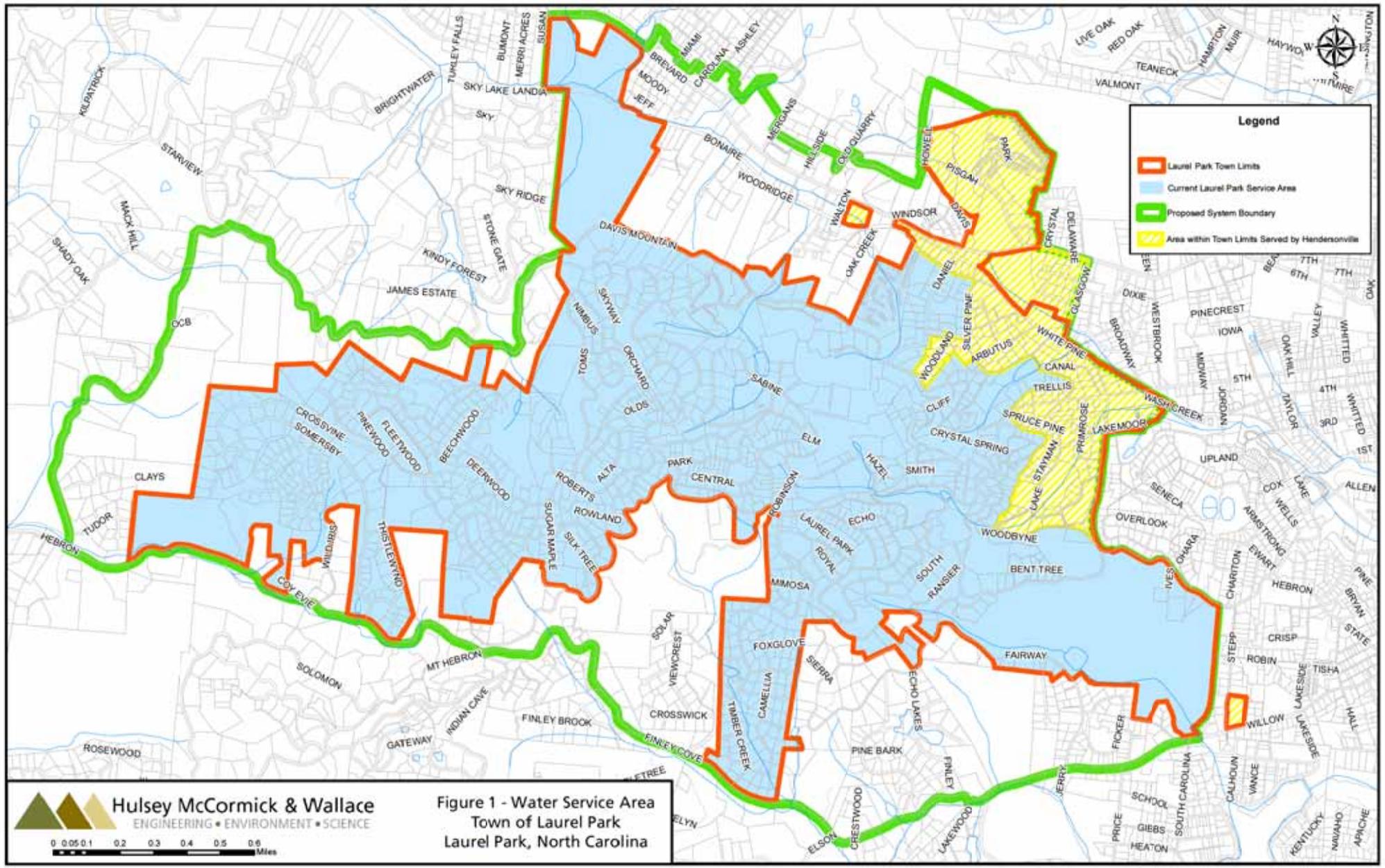
At present, there are eight water tanks, seven parcels of land, six pump stations and about 23 miles of water lines serving Laurel Park. The Hebron water tank is shown in Figure 2. The SCADA system and equipment complete the asset list that is shown in Table 1. Tanks and year of construction are listed in Table 2. Parcels for the tanks and pump houses are shown in Table 3.

Line Maintenance

Public Works performs routine system maintenance, including but not limited to leak detection and repair, pump maintenance, valve exercising, and customer meter replacements.

Tank Maintenance

In 2012, Laurel Park contracted with Southern Corrosion Inc. (SCI) to provide water tank maintenance. The contract is included in Appendix B. This program includes emergency service, scheduled interior washouts, interior and exterior inspections and painting, maintenance and upkeep, and planning for long-term maintenance needs. Over the last five years, scheduled maintenance activities have been performed under this contract. SCI has not reported any deficiencies with the tank interiors or exteriors. Maintenance activities that have been recently completed or are currently in progress are summarized in Table 4.



Legend

- Laurel Park Town Limits
- Current Laurel Park Service Area
- Proposed System Boundary
- Area within Town Limits Served by Hendersonville

Figure 1 - Water Service Area
Town of Laurel Park
Laurel Park, North Carolina

Hulsey McCormick & Wallace
 ENGINEERING • ENVIRONMENT • SCIENCE

0 0.05 0.1 0.2 0.3 0.4 0.5 0.6 Miles

Table 1. Water System Assets	Quantity	Notes
Water Tanks	8	5 Pressure Zones
Land	7 Parcels	2.68 acres total
Water Lines	414 feet	1 inch
	23,686 feet	2 inch
	1,356 feet	3 inch
	3,108 feet	4 inch
	71,714 feet	6 inch
	16,649 feet	8 inch
Pump Stations	6	
SCADA System		New in 2016
Equipment		Tools, Truck, Compressor, etc.

Table 2. Water Tanks	Size	Elevation	Year Constructed	Age (in 2017)
Fleetwood #1	100,000	3120	1927	90
Fleetwood #2	246,000	3120	2003	14
Sky Village	100,000	3020	1926	91
Apple #1	100,000	2820	1926	91
Apple #2	100,000	2820	1983	34
Echo	200,000	2700	1984	33
Hebron #1	100,000	2480	1993	24
Hebron #2	100,000	2480	1994	23

Table 3.	Laurel Park Water System Property		
Parcel ID	Property	Address	Acres
n/a	Laurel Park Pump House Site	2006 Laurel Park Hwy	
9926100	Hebron Water Tank Site	2201 Hebron Rd.	0.24
9931825	Echo Pump House Site	127 Royal Dr.	0.11
0115717	Echo Water Tank Site	127 Royal Dr.	0.60
0108223	Apple Tank	3422 Laurel Park Hwy.	0.65
9931910	Sky Village Tank Site	280 Tower Circle	0.17
9927351	Fleetwood Tank Site#1/Pump House	130 Birchwood Dr.	0.31
9900636	Fleetwood tank Site #2	130 Birchwood Dr.	0.60
Total			2.68

Table 4. Tank Maintenance Program							
Tank	2012	2013	2014	2015	2016	2017	2018
Fleetwood#1	Visual Inspection	Visual Inspection	Visual Inspection	Visual Inspection	Repaint Exterior	Visual Inspection	Repaint Interior
Fleetwood#2	Visual Inspection	Visual Inspection	Wash-out Interior	Visual Inspection	Visual Inspection	Visual Inspection	Visual Inspection
Sky Village	Visual Inspection	Visual Inspection	Wash-out Interior	Visual Inspection	Repaint Exterior	Visual Inspection	Visual Inspection
Apple #1	Ladder Guard	Visual Inspection	Visual Inspection	Wash-out Interior	Visual Inspection	Repaint Exterior	Visual Inspection
Apple #2	Visual Inspection	Wash-out Interior	Visual Inspection	Visual Inspection	Repaint Exterior	Visual Inspection	Repaint Interior
Echo	Ladder Guard	Repaint Interior	Visual Inspection	Visual Inspection	Repaint Exterior	Visual Inspection	Wash-out Interior
Hebron #1	Repaint Interior Ladder Guard	Visual Inspection	Repaint Exterior	Visual Inspection	Visual Inspection	Wash-out Interior	Visual Inspection
Hebron #2	Visual Inspection	Visual Inspection	Visual Inspection	Repaint Interior/Exterior	Visual Inspection	Visual Inspection	Visual Inspection



Figure 2. Hebron Water Tank

1.3 CAPITAL IMPROVEMENT PLAN

In order to estimate the effect of capital improvements on future water rates, a capital improvement plan for Laurel Park must be developed. A conservative approach (one that would not overestimate

the needed improvements) was used. In this plan, water tanks that have exceeded the typical design life and the oldest 25% of water lines could be replaced over the next 20 years. The cost of these capital projects, if needed, was estimated and the results are included in Table 5.

Table 5. 20-Year Capital Improvement Plan		Cost
Replace 25% of water lines (Oldest)		\$ 1,521,000
Replace Apple Tank (1926)		\$ 106,000
Replace Sky Tank (1926)		\$ 117,000
Replace Fleetwood tank (1927)		\$ 106,000
Total		\$ 1,850,000

1.4 FINANCIAL OVERVIEW

HMW was tasked with calculating the value of the water system using book value and total replacement less depreciation. As discussed below, the two methods yield different results.

The book value approach is typically used to value sewer or water utilities that have significant fixed assets. In this approach, the total of the actual system depreciation is subtracted from the total system cost (neither figure is corrected for the current year). This approach takes into consideration the initial capital cost of infrastructure, the expected design life of the assets, and the depreciation of the assets. The data used in the depreciation calculations are included in Appendix C. Using this approach, the value of the water system is estimated at \$1,844,000.

The second valuation calculation that was performed utilized the total replacement cost less depreciation approach. HMW estimated the total replacement cost (for new construction) based on the quantities listed in Table 1. The detailed cost estimate includes the cost of materials, equipment, and labor for the construction of the system and is included as Appendix D. Most of the value of the fixed assets is contained in the distribution system due to the high cost of excavation for water line installation. The total replacement cost of the fixed assets of the system is \$8,332,000 (Table 6). The depreciation of the system is 42%. Thus, the replacement cost less depreciation is \$4,833,000. Table 7 summarizes the valuation of the water system. **Although the book value approach may be most applicable to a water utility, the true value of the system is the value that is ultimately negotiated between the buyer and the seller.**

Table 7. System Valuation Summary	
Book Value	\$1,844,000
Replacement Cost - %Depreciation	\$4,833,000
Total Replacement	\$8,332,000

Table 6. Fixed Asset Replacement Costs	
Item	REPLACEMENT COST
Apple House Distribution	\$1,328,000
Apple House Pumps and Tanks	\$ 338,000

Echo Distribution	\$ 846,000
Echo Pumps and Tank	\$ 391,000
Fleetwood Distribution	\$1,975,000
Fleetwood Pumps and Tanks	\$ 416,000
Fleetwood Hydro Tank	\$ 198,000
Hebron Distribution	\$ 345,000
Hebron Pumps and Tanks	\$ 440,000
Laurel Park Pump Station	\$ 219,000
Sky Village Distribution	\$1,591,000
Sky Village Pumps and Tank	\$ 245,000
Total	\$8,332,000

Additional Considerations

Not included in the valuations above are the following: the Town’s current right-of-way and easements used for the distribution system, the elevation of the current tanks, the land available to expand on existing tank sites, and the ongoing value of the Town’s customer base.

1.5 ORGANIZATION

The Laurel Park Water System is managed by the Public Works Superintendent. The Superintendent reports to the Town Manager. Maintenance technicians report to the Superintendent through the Public Works crew leader. The maintenance technicians provide support for the water utility. In addition, administrative support for billing and customer support for both water and sewer customers are provided through the office of the Town Clerk. This organizational structure is depicted in Appendix E.

2.0 OPTION 1 - MERGER

2.1 OVERVIEW

In this option, the Town of Laurel Park would sell the water system to the City of Hendersonville and the City would bill customers directly. Capital improvements, maintenance, and operational cost would be the responsibility of the City. Administrative costs for water billing would also be shifted to the City, which would merge Town customers with its Outside Customer base. With the merger, the Town envisions establishing a System Boundary Area, and new users of the water system within the area could petition Laurel Park for annexation.

2.2 ORGANIZATIONAL IMPACT

Currently, Town administrative personnel maintain consistent customer service via phone and walk-in traffic, and maintain the Town's financial systems. With a merger, the Town would no longer have administrative costs for water billing, collection, and customer support. Operational and maintenance costs of the utility would be eliminated. Legacy labor costs would be absorbed by the General Fund.

2.3 CUSTOMER IMPACT

If merged, the monthly water bill for a current Laurel Park user should decrease as the City's rate structure for out-of-city customers is lower than Laurel Park rates. The overall effect on a monthly residential water bill (@5000 gallons/month) is shown in Figure 3. The blue line on the bottom represents historical bills for the customers that used the City water system, but are outside of the City limits. The orange portion of the line shows the average rate of increase continuing as the City continues to implement its existing capital Improvements plan. Current out-of-City bills are about \$30 / month and are projected to increase to about \$34 / month by FY 22. Current Laurel Park water bills are about \$42 / month and are projected to increase to about \$52 / month by FY22.

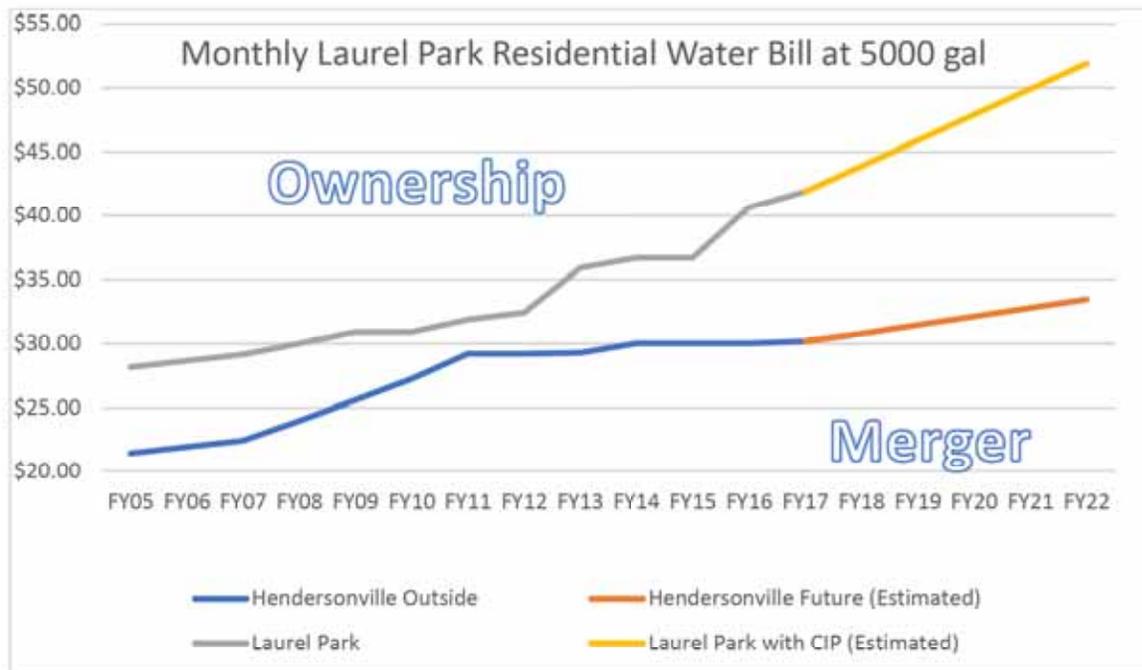


Figure 3. Historical and Projected Monthly Residential Water Bill

2.4 BENEFITS TO TOWN OF LAUREL PARK

With the merger, the Town realizes several benefits. First, the town no longer is responsible for capital improvements or other expenses associated with the water system. Second, the Town will receive payment from the City for the negotiated value of the system. Current customers should see little difference in the water service provided as Hendersonville has a good reputation for customer response.

2.5 BENEFITS TO CITY OF HENDERSONVILLE

Under the merger, the City of Hendersonville receives several advantages. First, there is an immediate increase in customer base that allows distribution of cost for capital improvements as well as operations and maintenance. A jointly prepared, detailed match of the Town facilities with the City's Capital Improvement Plan (CIP) is required to reach an understanding of potential value of the Town's system to the overall City CIP.

2.6 FINANCIAL ANALYSIS

The effects of the merger on water rates are depicted in Figure 3 as discussed above. It is anticipated that monthly residential water bills would be reduced under this option. The balance of monies remaining in the Water Fund may be retained by Laurel Park at the time of the merger. Legal advice may be required if the funds are used for purposes other than utility system expenses.

3.0 OPTION 2 - MAINTAIN OWNERSHIP

3.1 OVERVIEW

With this option, the Town of Laurel Park will continue to own and operate the water utility and pay the City of Hendersonville for water under the existing agreement. The primary challenge for the Town would be to control water rate increases needed to fund capital improvements and increasing maintenance and operational costs as the existing water system infrastructure continues to age.

3.2 ORGANIZATIONAL IMPACT

There would be no change to the organizational structure.

3.3 CUSTOMER IMPACT

In order to project future rate increases, a capital improvements plan for the water system is needed. These estimated costs, presented as the cost of total replacement, are shown in Table 3. If the total cost were distributed over existing water system users, the monthly residential water bill would have to increase over the 20-year period. The yellow segment of the line in Figure 3 depicts the effect of capital improvements on estimated future rates. Additionally, a full rate study is required to determine actual rates after the specific capital needs are determined.

3.4 BENEFITS TO TOWN OF LAUREL PARK

The main benefit to the Town under this option is continuing to control the timing and magnitude of water rate increases

3.5 FINANCIAL ANALYSIS

The Town will continue to operate as it is currently, pending the development of a Capital Improvement Plan. Under this option, its anticipated increases in residential water rates will continue.

4.0 RECOMMENDATIONS

HMW recommends the merger of the Laurel Park Water System with the City of Hendersonville. In this case, both parties derive benefits. Laurel Park customers could realize a reduction in monthly water bills and the City of Hendersonville will realize an increase in water customer base.

The next steps required for the merger would be to jointly match the Town's facilities with the City's CIP, followed by the drafting of an agreement with the City for sale of the water system at a negotiated price. Specific terms and conditions for rate increases should also be negotiated between the parties.

APPENDIX A

WATER USAGE AGREEMENT

WATER USAGE AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

THIS AGREEMENT, Made and entered into this 4 day of *October*, 2007, by and between the **CITY OF HENDERSONVILLE**, a municipal corporation and a political subdivision of the State of North Carolina, party of the first part, hereinafter referred to as "Seller", and the **TOWN OF LAUREL PARK**, a municipal corporation and a political subdivision of the State of North Carolina, party of the second part, hereinafter referred to as "Purchaser".

WITNESSTH:

WHEREAS, Purchaser, as a municipal corporation, has as one of its specified purposes the construction, operation, and maintenance of a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser; and

WHEREAS, to accomplish this municipal purpose it is necessary, and the Purchaser will require, a supply of treated water; and

WHEREAS, Seller, incidental to its municipal existence and as one of the services extended to persons within and without its corporate limits, owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of Seller's system, as well as the estimated number of water users to be served by Purchaser; and

WHEREAS, the parties to this instrument have maintained a historical relationship, the purpose of which was to furnish to the Purchaser, from the production capacity of the Seller, sufficient potable water to meet the demands and requirements of its various users; and

WHEREAS, such relationship has been satisfactorily and appropriately maintained and performed, in its entirety, by both of the parties to this agreement; and

WHEREAS, such satisfaction has been mutually agreed upon by the parties of this agreement and, as a result thereof, the parties desire to formalize the relationship as a contractual relationship established by this agreement and in conformance with the terms hereof; and

WHEREAS, by resolution of the City Council of the City of Hendersonville, adopted on the day of _____, 2007, the sale of water to Purchaser in accordance with the provisions of the said resolution (which said resolution provisions are reflected in the terms and conditions of this agreement) was approved and the execution of this contract carrying was duly authorized; and

WHEREAS, by resolution of Town Council of Town of Laurel Park, as adopted on the day of September 18, 2007, the purchase of water from Seller in accordance with the terms set forth in said resolution (which said conditions are in conformance with the terms of this agreement) was approved and the execution of this contract was duly authorized.

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter set forth, the parties agree as follows:

A. Seller Agrees:

1. To furnish to Purchaser at the point of delivery hereinafter specified, during the term of this contract or during any renewal or extension thereof, potable, treated water meeting applicable purity standards of the North Carolina Department of Environment and Natural Resources, or comparable agency, in such quantity as may be needed by Purchaser not to exceed 7,000,000 gallons per month.
2. That water will be furnished at a reasonably constant pressure from the existing main supply at the Purchaser's side of the metering equipment located in the meter vault in front of the Purchaser's pump station # 1, 2006 Laurel Park Highway. If a greater pressure than normally available at the point of delivery is required by Purchaser, the cost of providing such greater pressure shall be borne by Purchaser. Emergency failures of pressure or supply due to main line breaks, power failure, flood, fire and the use of water to fight fire, earthquake, or other catastrophe shall excuse Seller from this provision for such reasonable period of time as may be necessary to restore services.
3. To operate and maintain at the point of delivery the necessary metering equipment, including a meter building or vault, for properly measuring the quantity of water delivered to the Purchaser. The installation and maintenance of such equipment shall be Seller's expense. Seller shall calibrate, or have calibrated, such metering equipment once every 12-months and provide the Purchaser the results of said calibration testing. A meter registering 97.5% to 102.5% shall be considered acceptable. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the two months prior to such test in accordance with the percentage of inaccuracy found by such test, unless Seller and Purchaser shall agree upon a different amount. If any meter fails to register for any period, the amount of water delivered in the corresponding period immediately prior to the failure will be used as a measurement for the period, unless Seller and Purchaser shall agree upon a different amount. The meter shall be read once each calendar month. Purchaser shall have reasonable access to the meter for the purpose of verifying its readings.
4. To provide Purchaser with an itemized statement of the amount of water furnished the Purchaser during any given month. Such statement shall be provided Purchaser not later than ten calendar days after meter(s) is read as per paragraph 3 above.

B. The Purchaser Agrees:

1. To pay Seller, not later than the 21-days after the date of the statement for each month, for water delivered in accordance with the current schedule of rates for municipal water sales, as such rates or schedules shall be constituted as of the date of the execution of this agreement, or as the same shall be hereinafter amended.
2. To operate and maintain Purchaser's water distribution system, including all booster pumping station and storage tanks, in an efficient manner and to suitably curtail, control, eliminate, and otherwise inhibit or allow the waste of water.

C. It Is Further Mutually Agreed Between the Seller and Purchaser as Follows:

1. That this contract shall extend for a term of 10-years from the date of execution of the same, and thereafter may be renewed or extended for such term or terms as may be agreed upon by Seller and Purchaser.
2. That Seller will, at all times, operate, maintain its system in an efficient manner and will take such actions as may be necessary to furnish Purchaser with quantities of water required by Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or in the supply of water available to Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be diminished or reduced in the same ratio or proportion as its supply to Seller's consumers is reduced or diminished. If Seller implements its water shortage ordinance (as the same is presently constituted, or may hereafter be amended or changed) conditions concerning conservation of water, Purchaser shall implement water use restrictions of at least the same degree of severity, restriction and compliance for the duration of the Seller's water shortage condition.
3. The provisions of this contract may be modified or altered by mutual agreement of the parties hereto, but the same shall be of no force and effect until they shall have been reduced to writing in form complimentary to the contents of this agreement.
4. That this contract is subject to such rules, regulation or laws as may be applicable to similar agreements in the State of North Carolina, and Seller and Purchaser will collaborate in obtaining such permits, certificates or the like as may be required to comply herewith.

D. Duties of the Seller:

The Seller shall at all times operate and maintain its system in a good state of repair so that Purchaser may rely upon the delivery of a dependable source of water for redistribution to its customers, normal service interruptions excepted.

E. Duties of the Purchaser:

1. The Purchaser shall install and maintain, at its sole expense, all necessary backflow devices as required by the Seller in the adopted Water Policies, as amended. The Seller reserves the right to inspect and to require the Purchaser to test, repair, and replace these backflow devices as required with such replacements and/or repairs being charged to and paid by the Purchaser.
2. The Purchaser shall be held liable for any detrimental backflow occurrence into the Seller's water system and the Purchaser shall indemnify the Seller for all costs associated with a backflow occurrence resulting from the Purchaser's negligent actions.

F. General Provisions:

1. Any changes in applicable Federal or State laws or regulations requiring more restrictive changes in the operation of the Purchaser's water system shall automatically become a part of this Agreement, and the Seller shall notify the Purchaser within a reasonable length of time of any such changes. The Purchaser agrees to conform thereto.
2. The Seller hereby acknowledges that Purchaser is purchasing this water for resale to its customers. The Seller implies no warranty or responsibility for water quality or quantity beyond Purchaser's metered connections listed previously.
3. The Purchaser shall provide the Seller a minimum advance written notice of 180 days prior to activating any new water supply source or new purchased water source.
4. The Purchaser shall indemnify and hold harmless the Seller, its officers, employees, and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence or willful misconduct of Purchaser, its employees, or agents in connection with this Agreement. The Seller shall indemnify and hold harmless the Purchaser, its officers, employees and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence or willful misconduct of the Seller, its employees or agents in connection with this Agreement.

5. This Agreement is not to be construed as creating any third party beneficiaries and may only be enforced by the parties herein.
6. This Agreement shall not be construed as a purchase of capacity in the water treatment works owned and operated by the Seller nor shall this Agreement be deemed to be a dedication of capacity within such water works solely to or for the benefit of the Purchaser nor shall the Purchaser be expected to pay any portion of the operation and maintenance costs of the Seller's treatment works and/or distribution system other than the payment of the purchase price of the water supplied under this Agreement.
7. This Agreement is between the Seller and Purchaser and shall not be construed as creating a contractual relationship between the Seller and any particular customer of Purchaser nor shall any customer of Purchaser have any right or cause of action directly against the Seller because of this Agreement. This Agreement contains the entire agreement between the parties; and there are no representations, warranties, covenants, or undertakings other than those expressed and set forth herein.
8. This Agreement shall be construed in accordance with the laws of North Carolina.
9. For purposes of providing notice in this agreement, the following contact persons and addresses shall control unless changed in writing: the Seller contact will be City of Hendersonville Utilities Director, City of Hendersonville, PO Box 1760, 305 Williams Street, Hendersonville, NC 28793-1760. The Purchaser contact will be Town Manager, Town of Laurel Park, 441 White Pine Drive, Laurel Park, NC 28739-0910.

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

ACCEPTED BY THE CITY OF HENDERSONVILLE

By: Chris Carter
Chris Carter, City Manager

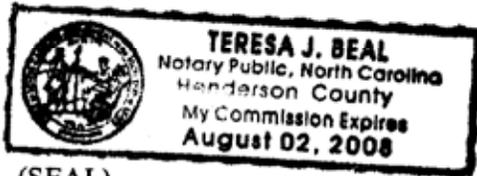
Attest: Tammie Drake
Tammie Drake, City Clerk



**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

I, a Notary Public in and for the State and County aforesaid, do hereby certify that **Chris Carter**, personally appeared before me, and being duly sworn, says that he is City Manager for the City of Hendersonville, and further that **Tammie K. Drake** appeared before me, and being duly sworn, says that she is City Clerk for the City of Hendersonville, the corporation described in and which executed the foregoing instrument; that she know the common seal of said City of Hendersonville; that the seal affixed to the foregoing instrument is said common seal, and that the name of the City of Hendersonville was subscribed thereto by said City Manager, and that the said City Manager and City Clerk subscribed their names thereto, and said common seal was affixed, all by order of the City Council of said City of Hendersonville, and that the said instrument is the act and deed of the said City of Hendersonville.

WITNESS, my and notarial seal, this 23 day of October, 2007. My commission expires 8/2/2008.



(SEAL)

Teresa J. Beal
Notary Public

ACCEPTED BY THE TOWN OF LAUREL PARK

By: James W. Ball, Jr.
James W. Ball, Jr., Town Manager

(SEAL)

Attest: Kimberly B. Hensley
Kimberly B. Hensley, Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, a Notary Public in and for the State and County aforesaid, do hereby certify that **James W. Ball, Jr.** personally appeared before me, and being duly sworn, says that he is Town Manager of the Town of Laurel Park, and further that **Kimberly B. Hensley** personally appeared before me, and being duly sworn, says that she is Town Clerk for the Town of Laurel Park, the corporation described in and which executed the foregoing instrument; that she knows the common seal of said Town of Laurel Park; that the seal affixed to the foregoing instrument is said common seal, and that the name of the Town of Laurel Park was subscribed thereto by said Town Manager, and that the said Town Manager and Town Clerk subscribed their names thereto, and said common seal was affixed, all by order of the Town Council of said Town of Laurel Park, and that the said instrument is the act and deed of the said Town of Laurel Park.

WITNESS, my and notarial seal, this 18th day of September, 2007. My commission expires November 9, 2008.

Karen W. Wills
Karen W. Wills



APPENDIX B

TANK MAINTENANCE CONTRACT

WATER TANK MANAGEMENT SERVICE

Southern Corrosion Inc.'s Water Tank Management Service offers comprehensive coverage for your tank maintenance needs. The purpose of the service is to extend the life of your tank(s) and their existing coatings for as long as possible. The service includes corrosion protection, repairs, painting, regularly scheduled inspections, and a guaranteed emergency response time. The service does not include tasks associated with the operation of the water system, any electrical work, telemetry, cutting the grass around the tank(s), or fence maintenance. The service does not include additional modifications to the tank beyond the tank's existing configuration unless included in the specifications of our proposal. The service can include maintenance on the cathodic protection system if the tank(s) is/are equipped with cathodic protection, and you request this to be included in the service .

The service premium quoted covers:

- 1) Emergency Service
- 2) Regularly scheduled interior washouts when applicable.
- 3) All interior & exterior cleaning, painting, and repairs.
- 4) Maintenance and upkeep of the tank.
- 5) Planning & budgeting for both short-term & long-term maintenance needs.

Insurance

The sample insurance certificate enclosed provides you with an example of the insurance coverage we will provide the Customer. We intend to renew our policies at the same coverage levels indicated on the sample certificate. **For your further protection, we will supply you with a pollution liability insurance policy that protects you from lead contamination claims. For more than 20 years, general liability insurance policies have specifically excluded coverage for contamination claims. To insure for the liability of improper job site handling of hazardous wastes, you need this insurance. This insurance is provided at no extra cost.** Our prices do not include the cost of supplying performance and payment bonds. If this is required, please add 2% to all service premiums quoted. If provided, the bonds will be renewed annually, after the cancellation period for the next year's service has expired.

Visual and Washout Inspections

Tank(s) will be visually inspected annually. The annual visual inspections have three basic purposes. First, functional items such as the safety of ladders, the continued operation of float gages, and the absence or damage of structural items such as sway rods, struts, etc. can continually be monitored.

Second, the coating system can be visually evaluated for the presence or absence of coating breakdown or surface holidays. This provides evidence of the **rate of deterioration of the coating system**, an important item in determining recoating cycles for the tank, as well as arresting any steel corrosion before it reduces the effective structural steel thickness.

Third, access can be controlled, especially unauthorized access. Graffiti, vandalism, and the presence or absence of locked hatches and ladder gates confirm the security level of the tank site.

Additionally, as scheduled, a washout inspection will be performed. A washout inspection includes draining the tank, removing all sediment and debris, and a complete visual inspection of both the interior and exterior. All findings will be documented in a bound inspection report, annotated with photographs for detailing conditions.

Any corrective maintenance needed will be added to the maintenance schedule.

Corrosion Protection & Painting

Our maintenance service schedule will detail exactly what maintenance painting will be performed during regularly scheduled intervals.

Repairs

Our maintenance service schedule will detail exactly what repairs will be performed during regularly scheduled intervals.

Emergency Response

Emergencies that threaten the immediate use of the tank will be responded to within the response time specified. The response referred to is for the purpose of our assessment of the emergency situation. If possible, repairs will be completed during the initial response. These emergency repairs are included in the maintenance service.

Aesthetics

Feel free to consult with us concerning alternative exterior finish coat color schemes and logos. These items can be included in the original agreement, or can be added to the service.

Safety

If needed, the service can include alterations necessary to bring the tank into compliance with current OSHA regulations or AWWA standards.

Graffiti

The service includes the coating over or removal of graffiti one time each year, if required. Removing or overcoating graffiti is not normally considered an emergency response; it is a scheduled event. If graffiti appears, we will review the security of the tank site involved, and additional measures may need to be addressed by the Owner, if it is desired to continue this protection.

Future Antenna Installation

Many tank owners choose to defer water tank maintenance costs by leasing their tanks to cellular phone providers or other communication companies. Such additions often increase future tank maintenance costs. Under this contract, you may request our participation in the negotiation process in order to minimize these costs.

Existing Conditions

This service proposal is based upon the actual structural conditions found on your tanks at the time of the proposal. Any additions or changes by the Owner (i.e. Antenna installation, sign lighting, etc.) may affect the maintenance costs included in this service. We reserve the right to re-evaluate or modify this contract if such a change takes place. (Also see "Future antenna installation")

Electrical and Antenna Transmission Hazards

Our proposal is based upon the Owner deactivating, or otherwise making safe, any electrical wires or connections to any tank. OSHA requires that our personnel work at least 15 feet from any "live" electrical hazards. When applicable, we will protect any antennas and have assumed that the Town will verify that harmful microwave transmissions do not emanate from any such antennas during our work.

Laurel Park, NC
Tank Management Service

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
100,000 Gallon Apple House #1	Visual Inspection Ladder Guard	Visual Inspection	Visual Inspection	Wash-out Interior Inspection Report	Visual Inspection	Visual Inspection Repaint Exterior	Visual Inspection	Visual Inspection	Repaint Interior Inspection Report	Visual Inspection	Visual Inspection	Visual Inspection	Visual Inspection Repaint Exterior	Wash-out Interior Inspection Report	Visual Inspection
100,000 Gallon Apple House #2 Tank	Visual Inspection	Wash-out Interior Inspection Report	Visual Inspection	Visual Inspection	Visual Inspection Repaint Exterior	Visual Inspection	Repaint Interior Inspection Report	Visual Inspection	Visual Inspection	Visual Inspection	Visual Inspection	Repaint Exterior Wash-out Interior Inspection Report	Visual Inspection	Visual Inspection	Visual Inspection
95,000 Gallon Hebron #1 Tank	Repaint Interior Ladder Guard Inspection Report	Visual Inspection	Visual Inspection Repaint Exterior	Visual Inspection	Visual Inspection	Wash-out Interior Inspection Report	Visual Inspection	Visual Inspection	Visual Inspection	Visual Inspection Repaint Exterior	Wash-out Interior Inspection Report	Visual Inspection	Visual Inspection	Visual Inspection	Visual Inspection
100,000 Gallon Hebron #2 Tank	Visual Inspection	Visual Inspection	Visual Inspection	Repaint interior Repaint Exterior Inspection Report	Visual Inspection	Visual Inspection	Visual Inspection	Visual Inspection	Wash-out Interior Inspection Report	Visual Inspection	Visual Inspection	Visual Inspection	Visual Inspection	Wash-out Interior Inspection Report	Visual Inspection
100,000 Gallon Fleetwood #1 Tank	Visual Inspection	Wash-out Interior Inspection Report	Visual Inspection	Visual Inspection	Visual Inspection	Visual Inspection	Repaint Interior	Visual Inspection	Visual Inspection	Visual Inspection	Visual Inspection	Repaint Exterior Wash-out Interior Inspection Report	Visual Inspection	Visual Inspection	Visual Inspection
246,000 Gallon Fleetwood #2 Tank	Visual Inspection	Visual Inspection	Wash-out Interior Inspection Report	Visual Inspection	Visual Inspection	Visual Inspection	Visual Inspection	Wash-out Interior Inspection Report	Visual Inspection	Visual Inspection	Visual Inspection	Visual Inspection	Wash-out Interior Inspection Report	Visual Inspection	Visual Inspection
150,000 Gallon Sky Village Tank	Visual Inspection	Visual Inspection	Wash-out Interior Inspection Report	Visual Inspection	Visual Inspection Repaint Exterior	Visual Inspection	Visual Inspection	Repaint Interior Inspection Report	Visual Inspection	Visual Inspection	Visual Inspection	Visual Inspection Repaint Exterior	Wash-out Interior Inspection Report	Visual Inspection	Visual Inspection
210,000 Gallon Echo Tank	Visual Inspection Ladder Guard	Repaint Interior Inspection Report	Visual Inspection	Visual Inspection	Visual Inspection Repaint Exterior	Visual Inspection	Wash-out Interior Inspection Report	Visual Inspection	Visual Inspection	Visual Inspection	Visual Inspection	Repaint Exterior Wash-out Interior Inspection Report	Visual Inspection	Visual Inspection	Visual Inspection

SOUTHERN CORROSION INC.
WATER TANK MANAGEMENT SCHEDULE

Date: August 1, 2012
Customer: Town of Laurel Park, NC
Tanks: 100,000 Gallon Apple House #1 Ground Storage Tank
100,000 Gallon Apple House #2 Ground Storage Tank
95,000 Gallon Hebron #1 Ground Storage Tank
100,000 Gallon Hebron #2 Ground Storage Tank
100,000 Gallon Fleetwood #1 Ground Storage Tank
246,000 Gallon Fleetwood #2 Ground Storage Tank
100,000 Gallon Sky Village Tank
210,000 Gallon Echo Ground Storage Tank

Year 1 - 2012

100,000 Gallon Apple House #1 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.
2) Repairs:
 1) Provide and install new ladder guard.

100,000 Gallon Apple House #2 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

95,000 Gallon Hebron #1 Ground Storage Tank

1) Interior Repaint:

- 1) Abrasive blast all interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade.
- 2) Apply one(1) full coat of epoxy that is NSF approved for contact with potable water to all interior surfaces, applied at 4 to 6 mils dry film thickness.
- 3) Apply a stripe coat of epoxy that is NSF approved for contact with potable water to all weld seams, angles, and edges, applied using paint brushes and rollers.
- 4) Apply one(1) full coat of epoxy that is NSF approved for contact with potable water, to all interior surfaces, applied at 4 to 6 mils dry film thickness.
- 5) Caulk interior unwelded roof lap seams and the roof to shell wall intersection using sikaflex 1a polyurethane caulk.
- 6) Sterilize interior in accordance with AWWA Disinfection Method #2, spray method.
- 7) Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- 8) Dispose of abrasive blast debris.

2) Inspection Report

3) Repairs:

- 1) Provide and install new ladder guard.

100,000 Gallon Hebron #2 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

100,000 Gallon Fleetwood #1 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

246,000 Gallon Fleetwood #2 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

100,000 Gallon Sky Village Ground Tank

- 1) Visual inspection and repairs uncovered through inspection.

210,000 Gallon Echo Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

2) Repairs:

- 1) Provide and install new ladder guard.

Year 2 - 2013

100,000 Gallon Apple House #1 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

100,000 Gallon Apple House #2 Ground Storage Tank

1) Pressure wash interior.

- a) Pressure wash interior using 4,000 psi pressure washers or higher to remove accumulated mud and sediment.
b) Sterilize interior using Disinfection Method #2, spray method.

2) Inspection report.

95,000 Gallon Hebron #1 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

100,000 Gallon Hebron #2 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

100,000 Gallon Fleetwood #1 Ground Storage Tank

1) Pressure wash interior.

- a) Pressure wash interior using 4,000 psi pressure washers or higher to remove accumulated mud and sediment.
b) Sterilize interior using Disinfection Method #2, spray method.

2) Inspection report.

246,000 Gallon Fleetwood #2 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

100,000 Gallon Sky Village Ground Tank

- 1) Visual inspection and repairs uncovered through inspection.

210,000 Gallon Echo Ground Storage Tank

1) Interior Repaint:

- 1) Abrasive blast all interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade.
- 2) Apply one(1) full coat of epoxy that is NSF approved for contact with potable water to all interior surfaces, applied at 4 to 6 mils dry film thickness.
- 3) Apply a stripe coat of epoxy that is NSF approved for contact with potable water to all weld seams, angles, and edges, applied using paint brushes and rollers.
- 4) Apply one(1) full coat of epoxy that is NSF approved for contact with potable water, to all interior surfaces, applied at 4 to 6 mils dry film thickness.
- 5) Caulk interior unwelded roof lap seams and the roof to shell wall intersection using sikaflex 1a polyurethane caulk.
- 6) Sterilize interior in accordance with AWWA Disinfection Method #2, spray method.
- 7) Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- 8) Dispose of abrasive blast debris.

2) Inspection Report

Year 3 - 2014

100,000 Gallon Apple House #1 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

100,000 Gallon Apple House #2 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

95,000 Gallon Hebron #1 Ground Storage Tank

Exterior Repaint:

- 1) Pressure wash all exterior surfaces using 4,000 psi pressure washers.
- 2) Clean all rusted areas to bare metal using power wire brushes in accordance with SSPC Surface preparation method #3, powertool cleaning.
- 3) Apply a spot coat of epoxy mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- 4) Apply one full coat of polyurethane to all exterior surfaces applied at 2.0 to 3.0 mils dry film thickness per coat.

100,000 Gallon Hebron #2 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

100,000 Gallon Fleetwood #1 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

246,000 Gallon Fleetwood #2 Ground Storage Tank

1) Pressure wash interior.

- a) Pressure wash interior using 4,000 psi pressure washers or higher to remove accumulated mud and sediment.
- b) Sterilize interior using Disinfection Method #2, spray method.

2) Inspection report.

100,000 Gallon Sky Village Ground Tank

1) Pressure wash interior.

- a) Pressure wash interior using 4,000 psi pressure washers or higher to remove accumulated mud and sediment.
- b) Sterilize interior using Disinfection Method #2, spray method.

2) Inspection report.

210,000 Gallon Echo Ground Storage Tank

1) Visual inspection and repairs uncovered through inspection.

Year 4 - 2015

100,000 Gallon Apple House #1 Ground Storage Tank

1) Pressure wash interior.

- a) Pressure wash interior using 4,000 psi pressure washers or higher to remove accumulated mud and sediment.
- b) Sterilize interior using Disinfection Method #2, spray method.

2) Inspection report.

100,000 Gallon Apple House #2 Ground Storage Tank

1) Visual inspection and repairs uncovered through inspection.

95,000 Gallon Hebron #1 Ground Storage Tank

1) Visual inspection and repairs uncovered through inspection.

100,000 Gallon Hebron #2 Ground Storage Tank

1) Interior Repaint:

- 1) Abrasive blast all interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade.
- 2) Apply one(1) full coat of epoxy that is NSF approved for contact with potable water to all interior surfaces, applied at 4 to 6 mils dry film thickness.
- 3) Apply a stripe coat of epoxy that is NSF approved for contact with potable water to all weld seams, angles, and edges, applied using paint brushes and rollers.
- 4) Apply one(1) full coat of epoxy that is NSF approved for contact with potable water, to all interior surfaces, applied at 4 to 6 mils dry film thickness.
- 5) Caulk interior unwelded roof lap seams and the roof to shell wall intersection using sikaflex 1a polyurethane caulk.
- 6) Sterilize interior in accordance with AWWA Disinfection Method #2, spray method.

- 7) Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- 8) Dispose of abrasive blast debris.

2) Exterior Repaint:

- 1) Pressure wash all exterior surfaces using 4,000 psi pressure washers.
- 2) Clean all rusted areas to bare metal using power wire brushes in accordance with SSPC Surface preparation method #3, powertool cleaning.
- 3) Apply a spot coat of epoxy mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- 4) Apply one full coat of polyurethane to all exterior surfaces applied at 2.0 to 3.0 mils dry film thickness per coat.

3) Inspection Report

4) Repairs:

- 1) Provide and install new ladder guard.
- 2) Provide and install vent.
- 3) Repair/seal base of tank using caulking/ grout.

100,000 Gallon Fleetwood #1 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

246,000 Gallon Fleetwood #2 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

100,000 Gallon Sky Village Ground Tank

- 1) Visual inspection and repairs uncovered through inspection.

210,000 Gallon Echo Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

Year 5 - 2016

100,000 Gallon Apple House #1 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

100,000 Gallon Apple House #2 Ground Storage Tank

Exterior Repaint:

- 1) Pressure wash all exterior surfaces using 4,000 psi pressure washers.
- 2) Clean all rusted areas to bare metal using power wire brushes in accordance with SSPC Surface preparation method #3, powertool cleaning.
- 3) Apply a spot coat of epoxy mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- 4) Apply one full coat of polyurethane to all exterior surfaces applied at 2.0 to 3.0 mils dry film thickness per coat.

95,000 Gallon Hebron #1 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

100,000 Gallon Hebron #2 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

100,000 Gallon Fleetwood #1 Ground Storage Tank

Exterior Repaint:

- 1) Pressure wash all exterior surfaces using 4,000 psi pressure washers.
- 2) Clean all rusted areas to bare metal using power wire brushes in accordance with SSPC Surface preparation method #3, powertool cleaning.
- 3) Apply a spot coat of epoxy mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- 4) Apply one full coat of polyurethane to all exterior surfaces applied at 2.0 to 3.0 mils dry film thickness per coat.

246,000 Gallon Fleetwood #2 Ground Storage Tank

- 1) Visual inspection and repairs uncovered through inspection.

100,000 Gallon Sky Village Ground Tank

Exterior Repaint:

- 1) Pressure wash all exterior surfaces using 4,000 psi pressure washers.
- 2) Clean all rusted areas to bare metal using power wire brushes in accordance with SSPC Surface preparation method #3, powertool cleaning.
- 3) Apply a spot coat of epoxy mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- 4) Apply one full coat of polyurethane to all exterior surfaces applied at 2.0 to 3.0 mils dry film thickness per coat.

210,000 Gallon Echo Ground Storage Tank

Exterior Repaint:

- 1) Pressure wash all exterior surfaces using 4,000 psi pressure washers.
- 2) Clean all rusted areas to bare metal using power wire brushes in accordance with SSPC Surface preparation method #3, powertool cleaning.
- 3) Apply a spot coat of epoxy mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- 4) Apply one full coat of polyurethane to all exterior surfaces applied at 2.0 to 3.0 mils dry film thickness per coat.

SCHEDULE CONTINUATION

The tanks will be visually inspected every year. The tank interiors will be washed-out at 5 year intervals and an inspection report provided, until 15 years has elapsed from the last time the interior was recoated. The tank interior will be recoated at 15 year intervals. The exteriors will be recoated at 7 year intervals.

After Year 5:

100,000 Gallon Apple House #1 Ground Storage Tank

The next wash-out & report is scheuled for Year 14 of the Service (Year 2025), the next repainting of the tank exterior is scheduled for Year 6 of the Service (Year 2017), and the next repainting of the tank interior is scheduled for Year 9 of the Service (2020).

100,000 Gallon Apple House #2 Ground Stoarge Tank

The next wash-out & report is scheuled for Year 12 of the Service (Year 2023), the next repainting of the tank exterior is scheduled for Year 12 of the Service (Year 2023), and the next repainting of the tank interior is scheduled for Year 7 of the Service (2018).

95,000 Gallon Hebron #1 Ground Storage Tank

The next wash-out & report is scheuled for Year 6 of the Service (Year 2017), the next repainting of the tank exterior is scheduled for Year 10 of the Service (Year 2021), and the next repainting of the tank interior is scheduled for Year 16 of the Service (2027).

100,000 Gallon Hebron #2 Ground Storage Tank

The next wash-out & report is scheuled for Year 9 of the Service (Year 2020), the next repainting of the tank exterior is scheduled for Year 11 of the Service (Year 2022), and the next repainting of the tank interior is scheduled for Year 19 of the Service (2030).

100,000 Gallon Fleetwood #1 Ground Storage Tank

The next wash-out & report is scheuled for Year 12 of the Service (Year 2023), the next repainting of the tank exterior is scheduled for Year 12 of the Service (Year 2023), and the next repainting of the tank interior is scheduled for Year 7 of the Service (2018).

246,000 Gallon Fleetwood #2 Ground Storage Tank

The next wash-out & report is scheuled for Year 8 of the Service (Year 2019), the repainting of the tank exterior and interior is not included in this service agreement.

100,000 Gallon Sky Village Ground Tank

The next wash-out & report is scheuled for Year 13 of the Service (Year 2024), the next repainting of the tank exterior is scheduled for Year 12 of the Service (Year 2023), and the next repainting of the tank interior is scheduled for Year 8 of the Service (2019).

210,000 Gallon Echo Ground Storage Tank

The next wash-out & report is scheduled for Year 7 of the Service (Year 2018), the next repainting of the tank exterior is scheduled for Year 12 of the Service (Year 2023), and the next repainting of the tank interior is scheduled for Year 17 of the Service (2028).

At no time does the service include the complete abrasive blasting of the exteriors of any of the tanks.

PRICING & TERMS

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic

Emergency service will apply during the entire period. We will guarantee a 24 hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for the first year of the service is \$32,861.00 per year. All subsequent year premiums will be the total of the immediate prior year's premium amount plus the % change in the CPI (Consumer Price Index) for that previous year (ie. Year 2 premium equals Year 1 premium plus the % change in the CPI for Year 1).

Because the value of the work performed in the first year of the service exceeds the value of the the annual premium for that year and several of the subsequent years as well, the following additional payments will be due should years 2 through 6 be canceled:

If the 2nd year of the service is cancelled, an additional \$8,915.00 will be due.
If the 3rd year of the service is cancelled, an additional \$29,832.00 will be due
If the 4th year of the service is cancelled, an additional \$11,420.00 will be due.
If the 5th year of the service is cancelled, an additional \$19,977.00 will be due.
If the 6th year of the service is cancelled, an additional \$12,483.00 will be due.

Each year represents a 12 month period beginning with the effective date of the contract, rather than the actual calendar year. The Owner will be given the opportunity to schedule the yearly work at any time during the 12 month period that represents the contract term. The annual premium is due within 30 days of the contract date. Premiums quoted are firm for 60 days.



WATER TANK MANAGEMENT AGREEMENT

This Agreement made and entered into as of the Effective Date: September 1, 2012, by and between SOUTHERN CORROSION, INC., a North Carolina corporation, having its principal office at 738 Thelma Rd, Roanoke Rapids, North Carolina, (hereinafter referred to as "Southern Corrosion") and the Town of Laurel Park, NC (hereinafter referred to as the "Owner"):

WITNESSETH:

The Owner desires that Southern Corrosion perform certain maintenance service on the water tanks known as the 100,000 Gallon Apple House #1 Ground Storage Tank, the 100,000 Gallon Apple House #2 Ground Storage Tank, the 95,000 Gallon Hebron #1 Ground Storage Tank, the 100,000 Gallon Hebron #2 Ground Storage Tank, the 100,000 Gallon Fleetwood #1 Ground Storage Tank, the 246,000 Gallon Fleetwood #2 Ground Storage Tank, the 100,000 Gallon Sky Village Tank, and the 210,000 Gallon Echo Ground Storage Tank as described in the proposal which is attached hereto and by reference made a part here of (the "Maintenance Services"); and

Southern Corrosion desires to perform such Maintenance Services described in said proposal selected by the Owner upon the terms and conditions set forth in this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants set forth herein the parties hereto agree as follow:

1. DEFINITIONS. For the purposes of this Agreement the following definitions shall apply:

(a) "Effective date" shall mean the date on which this Agreement, executed by the Owner, is accepted by Southern Corrosion by the execution thereof by its appropriate corporate officers at its principal office.

2. TERMS OF MANAGEMENT AGREEMENT. The initial term of this Agreement shall be for a period of twelve (12) months commencing on the Effective Date, unless otherwise terminated or canceled as provided in Paragraph 7. The initial term shall be automatically extended successive additional periods of twelve (12) months each unless the Owner notifies

Southern Corrosion in writing sixty (60) days prior to the expiration of the then existing term that it does not extend this Agreement.

3. PERFORMANCE OF MAINTENANCE SERVICES. Southern Corrosion shall perform the Maintenance Services selected by the Owner and described in proposal attached hereto and by reference made a part hereof.

4. CHARGES. The Owner shall pay Southern Corrosion charges for Maintenance Services selected by Owner as set forth on the proposal attached hereto and by reference made a part hereof. All charges shall be due and payable upon receipt of Southern Corrosion's invoice therefor.

5. REPRESENTATIONS BY THE OWNER. The Owner hereby makes the following representations and warranties:

(a) The Owner has full power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of the Owner legally binding upon the Owner and enforceable against the Owner in accordance with its terms.

6. REPRESENTATIONS BY SOUTHERN CORROSION. Southern Corrosion represents and warrants to Owner all of which represents and warranties that:

(a) That Southern Corrosion is fully authorized to enter into this Management Agreement. Southern Corrosion has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of Southern Corrosion legally binding upon Southern Corrosion and enforceable against Southern Corrosion in accordance with its terms.

7. TERMINATION/CANCELLATION. This Agreement may be terminated/canceled by Southern Corrosion if Owner is in default of any provision hereof and such default has not been cured within twenty (20) days after notice of default is given to Owner or Owner becomes insolvent or seeks protection voluntarily or involuntarily under any Bankruptcy Law.

(a) In the event of any termination/cancellation of this Agreement, Southern Corrosion may (1) declare all amounts owed to Southern Corrosion to be immediately due and payable, (2) cease performance of all Maintenance Service hereunder without liability to Owner.

(b) In the event of default hereunder, Owner agrees to pay interest at the highest legal rate on all sums due under the Agreement and all costs of collection including a reasonable attorney's fee of fifteen percent(15%) of said amount due Southern Corrosion.

(c) The foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available in law or in equity to Southern Corrosion.

8. LIMITATION OF LIABILITY. In no event shall Southern Corrosion be liable to Owner for indirect, special or consequential damages or lost profits arising out of or related to this Management Agreement of the performance or breach thereof even if Southern Corrosion has been advised of the possibility thereof. Southern Corrosion's liability to Owner hereunder if any, shall in no event exceed the total of the amounts Owner has paid Southern Corrosion hereunder.

9. EXCUSABLE DELAY. Southern Corrosion shall not be liable for any delays or failure in performance of Maintenance Services hereunder if such delays or failures are due to strikes, inclement weather, acts of god or other causes beyond Southern Corrosion's reasonable control.

10. REGULATIONS. Performance of the Maintenance Services is predicated on work

practices, methods, and procedures legal as of the effective date. Subsequently enacted regulations that effect or alter Southern Corrosion's work practices, methods, and procedures, to perform, or add additional burdens to performance, will be grounds for renegotiating the amount of payment originally agreed upon.

11. GENERAL.

(a) Notices. Notice of the breach of any covenant, warranty or other provision of the Agreement and all communications and notices provided for in this Agreement shall be deemed given when in writing, addressed to the parties at the addresses set forth below, and deposited, certified mail, postage prepaid in the United States mail:

Owner:

Town of Laurel Park
441 White Pine Drive
Laurel Park, NC 28739

Southern Corrosion Inc.
738 Thelma Rd
Roanoke Rapids, NC 27870

(b) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent by either party shall not be unreasonably withheld.

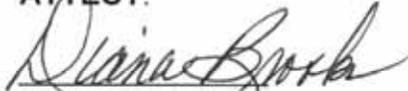
(c) Governing Law. This Agreement shall be construed in accordance with the laws of the State of North Carolina.

(d) Entire Agreement. This Agreement is an integrated document and contains the entire agreement between the parties. No modifications, extensions, or waiver of this Agreement or any of the provisions hereof, nor any representation, promise or condition relating to the Agreement shall be binding upon the parties hereto unless made in writing and signed by the parties hereto.

(e) Binding effects. The provisions of this Agreement shall bind and insure to the benefit of Southern Corrosion and the Owner, and their successors, legal representatives and assigns.

IN WITNESS WHEREOF the parties have hereto executed this Agreement in the manner provided by Law, this the day and year first above written.

ATTEST:


Asst. Secretary

(Corporate Seal)

SOUTHERN CORROSION, INC.

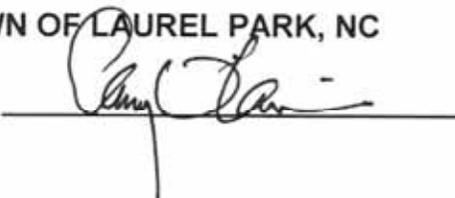
BY: 

President

ATTEST:



TOWN OF LAUREL PARK, NC

BY: 

**CONTRACT ADDENDUM
TO
WATER TANK MANAGEMENT AGREEMENT**

SOUTHERN CORROSION, INC. & TOWN OF LAUREL PARK

This addendum is considered part of the agreement/proposal made and entered into as of September 1, 2012, by and between Southern Corrosion, Inc., a North Carolina corporation, having its principle office at 738 Thelma Road, Roanoke Rapids, North Carolina, (hereinafter referred to as "Southern Corrosion") and the Town of Laurel Park, North Carolina, having its principle office at 441 White Pine Drive, Laurel Park, North Carolina, (hereinafter referred as the "Owner").

The following is agreed upon by both parties:

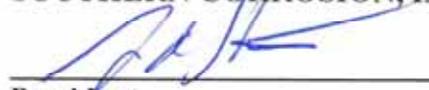
1. The Owner shall pay Southern Corrosion charges for maintenance set forth within the proposal (first year is \$32,861.00) on a quarterly basis (\$8,215.25).
2. As stated within the proposal (year 2 premium equals year 1 premium plus % change in CPI for year 1 – Southern Corrosion agrees that for the first six years of the contract the CPI change shall not exceed 5% per year).
3. Even though considered customary, Southern Corrosion shall provide by-pass tanks, as required, when work is completed at single tank locations.
4. Southern Corrosion agrees to work with Owner on timing of the exterior work at the Hebron Tank Site due to the high public visibility of the two tanks at that site.

ATTEST:

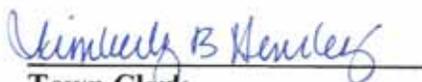

Asst. Secretary

(Corporate Seal)

SOUTHERN CORROSION, INC.


President

ATTEST:


Town Clerk

(Corporate Seal)

Town of Laurel Park, North Carolina


Mayor

APPENDIX C

DEPRECIATION EXPENSE

Town of Laurel Park [Laurel Park]
Depreciation Expense

Sorted: General - tax link

Federal

07/01/2015 - 06/30/2016

System No.	S	Description	Date In Service	Method / Conv.	Life	Cost / Other Basis	Bus./ Inv. %	Sec. 179/ Bonus	Salvage/ Basis Adj.	Beg. Accum. Depreciation	Current Depreciation	Total Depreciation
990, Pg 10 #1 - Form 990, Page 10												
Proprietary												
Distribution System												
63		Hebron - Water	7/1/1928	SL / N/A	50.0000	1,673.00	100.0000	0.00	0.00	1,673.00	0.00	1,673.00
64		Hebron - Water	7/1/1955	SL / N/A	50.0000	3,443.00	100.0000	0.00	0.00	3,443.00	0.00	3,443.00
65		Hebron - Water	7/1/1966	SL / N/A	50.0000	1,500.00	100.0000	0.00	0.00	1,470.00	30.00	1,500.00
66		Hebron - Water	7/1/1970	SL / N/A	50.0000	416.00	100.0000	0.00	0.00	360.32	8.32	368.64
67		Hebron - Water	7/1/1971	SL / N/A	50.0000	2,522.00	100.0000	0.00	0.00	2,200.44	50.44	2,250.88
68		Hebron - Water	7/1/1972	SL / N/A	50.0000	514.00	100.0000	0.00	0.00	430.28	10.28	440.56
69		Hebron - Water	7/1/1973	SL / N/A	50.0000	13,334.00	100.0000	0.00	0.00	11,213.68	266.68	11,480.36
70		Hebron - Water	7/1/1974	SL / N/A	50.0000	7,810.00	100.0000	0.00	0.00	6,396.20	156.20	6,552.40
71		Hebron - Line	7/1/1999	SL / N/A	50.0000	3,315.00	100.0000	0.00	0.00	1,056.30	66.30	1,122.60
72		Echo - Water	7/1/1974	SL / N/A	50.0000	7,225.00	100.0000	0.00	0.00	5,944.50	144.50	6,089.00
73		Echo - Water	7/1/1976	SL / N/A	50.0000	8,197.00	100.0000	0.00	0.00	6,395.94	163.94	6,559.88
74		Echo - Water	7/1/1977	SL / N/A	50.0000	3,835.00	100.0000	0.00	0.00	2,925.70	76.70	3,002.40
75		Echo - Water	7/1/1978	SL / N/A	50.0000	18,996.00	100.0000	0.00	0.00	14,059.92	379.92	14,439.84
76		Echo - Water	7/1/1984	SL / N/A	50.0000	1,153.00	100.0000	0.00	0.00	713.06	23.06	736.12
78		Echo - LPH	7/1/1994	SL / N/A	50.0000	27,076.00	100.0000	0.00	0.00	11,381.52	541.52	11,923.04
79		Echo - Line	7/1/1999	SL / N/A	50.0000	12,472.00	100.0000	0.00	0.00	3,984.44	249.44	4,233.88
80		Echo - Water	7/1/2002	SL / N/A	50.0000	113,305.00	100.0000	0.00	0.00	29,458.10	2,266.10	31,724.20
81		Echo - Water	7/1/2002	SL / N/A	50.0000	166,138.00	100.0000	0.00	0.00	43,198.76	3,322.76	46,521.52
82		Echo - Water	7/1/2002	SL / N/A	50.0000	66,189.00	100.0000	0.00	0.00	17,211.78	1,323.78	18,535.56
83		Apple - Water	7/1/1984	SL / N/A	50.0000	1,153.00	100.0000	0.00	0.00	713.06	23.06	736.12
84		Apple - Water	7/1/1985	SL / N/A	50.0000	38,459.00	100.0000	0.00	0.00	23,070.18	769.18	23,839.36
85		Apple - Water	7/1/2002	SL / N/A	50.0000	63,221.00	100.0000	0.00	0.00	16,432.42	1,264.42	17,696.84
86		Apple - Water	7/1/2002	SL / N/A	50.0000	188,669.00	100.0000	0.00	0.00	49,049.38	3,773.38	52,822.76

Town of Laurel Park [Laurel Park]
Depreciation Expense

Sorted: General - tax link

Federal

07/01/2015 - 06/30/2016

System No.	S	Description	Date In Service	Method / Conv.	Life	Cost / Other Basis	Bus./ Inv. %	Sec. 179/ Bonus	Salvage/ Basis Adj.	Beg. Accum. Depreciation	Current Depreciation	Total Depreciation
990, Pg 10 #1 - Form 990, Page 10												
Proprietary												
Distribution System												
87		Apple - Water	7/1/2002	SL / N/A	50.0000	84,937.00	100.0000	0.00	0.00	22,086.74	1,698.74	23,785.48
88		Sky Village -	7/1/1986	SL / N/A	50.0000	37,299.00	100.0000	0.00	0.00	21,633.98	745.98	22,379.96
89		Sky Village -	7/1/1995	SL / N/A	50.0000	30,031.00	100.0000	0.00	0.00	12,019.62	600.62	12,620.24
90		Sky Village -	7/1/2002	SL / N/A	50.0000	112,055.00	100.0000	0.00	0.00	29,133.10	2,241.10	31,374.20
91		Sky Village -	7/1/2002	SL / N/A	50.0000	86,610.00	100.0000	0.00	0.00	22,516.20	1,732.20	24,248.40
92		Sky Village -	7/1/2002	SL / N/A	50.0000	40,511.00	100.0000	0.00	0.00	10,530.22	810.22	11,340.44
93		Sky Village -	7/1/2002	SL / N/A	50.0000	59,652.00	100.0000	0.00	0.00	15,509.04	1,193.04	16,702.08
94		Sky Village -	7/1/2002	SL / N/A	50.0000	184,935.00	100.0000	0.00	0.00	48,086.70	3,698.70	51,785.40
95		Sky Village -	7/1/2006	SL / N/A	50.0000	100,112.00	100.0000	0.00	0.00	18,018.24	2,002.24	20,020.48
96		Fleetwood -	7/1/1987	SL / N/A	50.0000	28,130.00	100.0000	0.00	0.00	15,763.60	562.60	16,326.20
97		Fleetwood -	7/1/1993	SL / N/A	50.0000	12,708.00	100.0000	0.00	0.00	5,588.16	254.16	5,842.32
98		Fleetwood -	7/1/1994	SL / N/A	50.0000	572.00	100.0000	0.00	0.00	231.44	11.44	242.88
99		Fleetwood - Line	7/1/1999	SL / N/A	50.0000	3,352.00	100.0000	0.00	0.00	1,072.04	67.04	1,139.08
100		Fleetwood -	7/1/2002	SL / N/A	50.0000	35,359.00	100.0000	0.00	0.00	9,191.18	707.18	9,898.36
101		Fleetwood -	7/1/2002	SL / N/A	50.0000	77,296.00	100.0000	0.00	0.00	20,097.92	1,545.92	21,643.84
102		Fleetwood -	7/1/2005	SL / N/A	50.0000	22,000.00	100.0000	0.00	0.00	4,400.00	440.00	4,840.00

103	Fleetwood -	7/1/2007	SL / N/A	50.0000	71,396.00	100.0000	0.00	0.00	11,423.92	1,427.92	12,851.84
104	Waterline - Orr	7/1/2007	SL / N/A	50.0000	171,200.00	100.0000	0.00	0.00	27,392.00	3,424.00	30,816.00
Subtotal: Distribution System					1,908,770.00		0.00	0.00	547,476.08	38,073.08	585,549.16
Less dispositions and exchanges:					0.00		0.00	0.00	0.00	0.00	0.00
Net for: Distribution System					1,908,770.00		0.00	0.00	547,476.08	38,073.08	585,549.16
Equipment											
10	Piercing Tool	7/1/1983	SL / N/A	10.0000	5,634.00	100.0000	0.00	0.00	5,624.00	0.00	5,624.00
11	Phase Loss	7/1/1983	SL / N/A	10.0000	2,008.00	100.0000	0.00	0.00	2,008.00	0.00	2,008.00
12	Pumps for	7/1/1986	SL / N/A	10.0000	3,495.00	100.0000	0.00	0.00	3,495.00	0.00	3,495.00
13	Pumps for	7/1/1988	SL / N/A	10.0000	6,000.00	100.0000	0.00	0.00	6,000.00	0.00	6,000.00
14	Pump for Echo	7/1/1991	SL / N/A	10.0000	1,310.00	100.0000	0.00	0.00	1,310.00	0.00	1,310.00
15	D Aquascope Leak	7/1/1991	SL / N/A	5.0000	1,625.00	100.0000	0.00	0.00	1,625.00	0.00	1,625.00
16	Value Locator	7/1/1991	SL / N/A	5.0000	550.00	100.0000	0.00	0.00	550.00	0.00	550.00
17	Safety	7/1/1991	SL / N/A	5.0000	4,117.00	100.0000	0.00	0.00	4,117.00	0.00	4,117.00
18	Radio at Town	7/1/1992	SL / N/A	5.0000	1,750.00	100.0000	0.00	0.00	1,750.00	0.00	1,750.00
19	Pump Station	7/1/1994	SL / N/A	10.0000	9,987.00	100.0000	0.00	0.00	9,987.00	0.00	9,987.00
20	Hand Held Meter	7/1/1996	SL / N/A	10.0000	3,614.00	100.0000	0.00	0.00	3,614.00	0.00	3,614.00
21	Sky Village	7/1/1996	SL / N/A	10.0000	1,010.00	100.0000	0.00	0.00	1,010.00	0.00	1,010.00
22	Logics -	7/1/2002	SL / N/A	10.0000	3,880.00	100.0000	0.00	0.00	3,880.00	0.00	3,880.00
23	Logics -	7/1/2003	SL / N/A	10.0000	6,297.00	100.0000	0.00	0.00	6,297.00	0.00	6,297.00
24	Air Compressor	7/1/2003	SL / N/A	10.0000	10,164.00	100.0000	0.00	0.00	10,164.00	0.00	10,164.00
25	Hand Held Meter	7/1/2004	SL / N/A	10.0000	8,245.00	100.0000	0.00	0.00	8,245.00	0.00	8,245.00
26	Generac 15 KW -	7/1/2005	SL / N/A	10.0000	4,500.00	100.0000	0.00	0.00	4,500.00	0.00	4,500.00
27	Ford Ranger	7/1/2007	SL / N/A	7.0000	18,712.00	100.0000	0.00	0.00	18,712.00	0.00	18,712.00
238	L-Mic detection	12/3/2014	SL / N/A	7.0000	2,975.00	100.0000	0.00	0.00	247.92	425.00	672.92
239	Echo pump 2	12/3/2014	SL / N/A	7.0000	3,970.00	100.0000	0.00	0.00	283.57	567.14	850.71
240	Sky Village	12/3/2014	SL / N/A	7.0000	1,234.00	100.0000	0.00	0.00	88.15	176.29	264.44
249	Pavement saw	2/5/2016	SL / N/A	5.0000	2,246.00	100.0000	0.00	0.00	0.00	187.17	187.17
Subtotal: Equipment					103,323.00		0.00	0.00	93,507.64	1,355.60	94,863.24
Less dispositions and exchanges:					1,625.00		0.00	0.00	1,625.00	0.00	1,625.00

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56-6003436
07/01/2015 - 06/30/2016

Town of Laurel Park [Laurel Park]
Depreciation Expense

9/27/2016
2:52:52 PM

Sorted: General - tax link

Federal

07/01/2015 - 06/30/2016

System No.	S	Description	Date In Service	Method / Conv.	Life	Cost / Other Basis	Bus./ Inv. %	Sec. 179/ Bonus	Salvage/ Basis Adi.	Beg. Accum. Deoreciation	Current Deoreciation	Total Deoreciation
990, Pg 10 #1 - Form 990, Page 10												
Proprietary												
Net for: Equipment						101,698.00		0.00	0.00	91,882.64	1,355.60	93,238.24
						4600.02					4600.02	4600.02
Computer equip to 4600.02						8,245.00					0.00	8,245.00
Comp software to 4600.01						10,177.00					0.00	10,177.00
Land												
1		Hebron Tank	7/1/1946	No Calc / N/A	0.0000	300.00	100.0000	0.00	0.00	0.00	0.00	0.00
2		Hebron Tank	7/1/1994	No Calc / N/A	0.0000	100.00	100.0000	0.00	0.00	0.00	0.00	0.00
3		Echo Tank Site	7/1/1987	No Calc / N/A	0.0000	1,100.00	100.0000	0.00	0.00	0.00	0.00	0.00
4		Echo Tank Site	7/1/1983	No Calc / N/A	0.0000	2,727.00	100.0000	0.00	0.00	0.00	0.00	0.00
5		Apple Tank Site	7/1/1985	No Calc / N/A	0.0000	5,000.00	100.0000	0.00	0.00	0.00	0.00	0.00
6		Apple Tank Site	7/1/1985	No Calc / N/A	0.0000	6,000.00	100.0000	0.00	0.00	0.00	0.00	0.00
7		Sky Village Tank	7/1/1987	No Calc / N/A	0.0000	1,500.00	100.0000	0.00	0.00	0.00	0.00	0.00
8		Fleetwood Tank	7/1/1988	No Calc / N/A	0.0000	0.00	100.0000	0.00	0.00	0.00	0.00	0.00
9		Fleetwood Tank	7/1/2001	No Calc / N/A	0.0000	29,474.00	100.0000	0.00	0.00	0.00	0.00	0.00
Subtotal: Land						46,201.00		0.00	0.00	0.00	0.00	0.00
Less dispositions and exchanges:						0.00		0.00	0.00	0.00	0.00	0.00
Net for: Land						46,201.00		0.00	0.00	0.00	0.00	0.00

Subtotal: Water Tanks	<u>939,843.00</u>
Less dispositions and exchanges:	0.00
Net for: Water Tanks	<u>939,843.00</u>
Subtotal: Proprietary	<u>3,323,996.00</u>
Less dispositions and exchanges:	148,364.00
Net for: Proprietary	<u>3,175,632.00</u>
Equipment	<u>(101,698.00)</u>
Plant and distribution	<u>3,073,934.00</u>

<u>0.00</u>	<u>0.00</u>	<u>583,629.90</u>	<u>12,641.90</u>	<u>596,271.80</u>
0.00	0.00	0.00	0.00	0.00
<u>0.00</u>	<u>0.00</u>	<u>583,629.90</u>	<u>12,641.90</u>	<u>596,271.80</u>
<u>0.00</u>	<u>0.00</u>	<u>1,360,725.76</u>	<u>58,882.81</u>	<u>1,419,608.57</u>
0.00	0.00	85,496.00	0.00	87,642.84
<u>0.00</u>	<u>0.00</u>	<u>1,275,229.76</u>	<u>58,882.81</u>	<u>1,331,965.73</u>
			<u>(1,355.60)</u>	<u>(93,238.24)</u>
			<u>57,527.21</u>	<u>1,238,727.49</u>
			<u>4600.02</u>	

APPENDIX D

TOTAL REPLACEMENT COST



PROJECT: Fleetwood Tank Zone

Description	Quantity	unit	Subcontractor		Equipment		Material		Labor		Bare Cost	Cost for Distribution	Total Cost
			unit	reten.	unit	exten.	unit	exten.	unit	exten.			
Distribution Lines													
1" PVC Waterline	346	LF	15.00	5,190.00	-	-	-	-	-	-	5,190.00	897.87	6,087.87
2" PVC Waterline	3,481	LF	20.00	69,620.00	-	-	-	-	-	-	69,620.00	12,044.26	81,664.26
4" DIP Waterline	3,108	LF	30.00	93,240.00	-	-	-	-	-	-	93,240.00	16,130.52	109,370.52
6" DIP Waterline	42,106	LF	36.00	1,515,816.00	-	-	-	-	-	-	1,515,816.00	262,236.17	1,778,052.17
Pump Stations and Storage Tanks													
Site Piping	560	LF	48.00	26,880.00	-	-	-	-	-	-	26,880.00	4,650.24	31,530.24
100,000 gal. Storage Tanks	1	EA	90,000.00	90,000.00	-	-	-	-	-	-	90,000.00	13,570.00	103,570.00
264,000 gal. Storage Tanks	1	EA	238,000.00	238,000.00	-	-	-	-	-	-	238,000.00	41,174.00	279,174.00
Item Totals			2,038,746.00		-		-		-		2,038,746.00		

Subcontractor	2,038,746		
Contractor Equipment	-		
Rented Equipment	-		
Material	-		
Material Sales Tax	7%	-	
Labor	-		
Labor Burden	30%	-	
Bond & Insurance	2.0%	40,775	40,775
Cost		2,679,521	
OMP	15.0%	311,928	311,928
Total Project Cost:		\$2,991,449	\$2,991,449
		Costs to be Distributed:	512,703
			\$2,391,449



PROJECT: Sky Village Tank

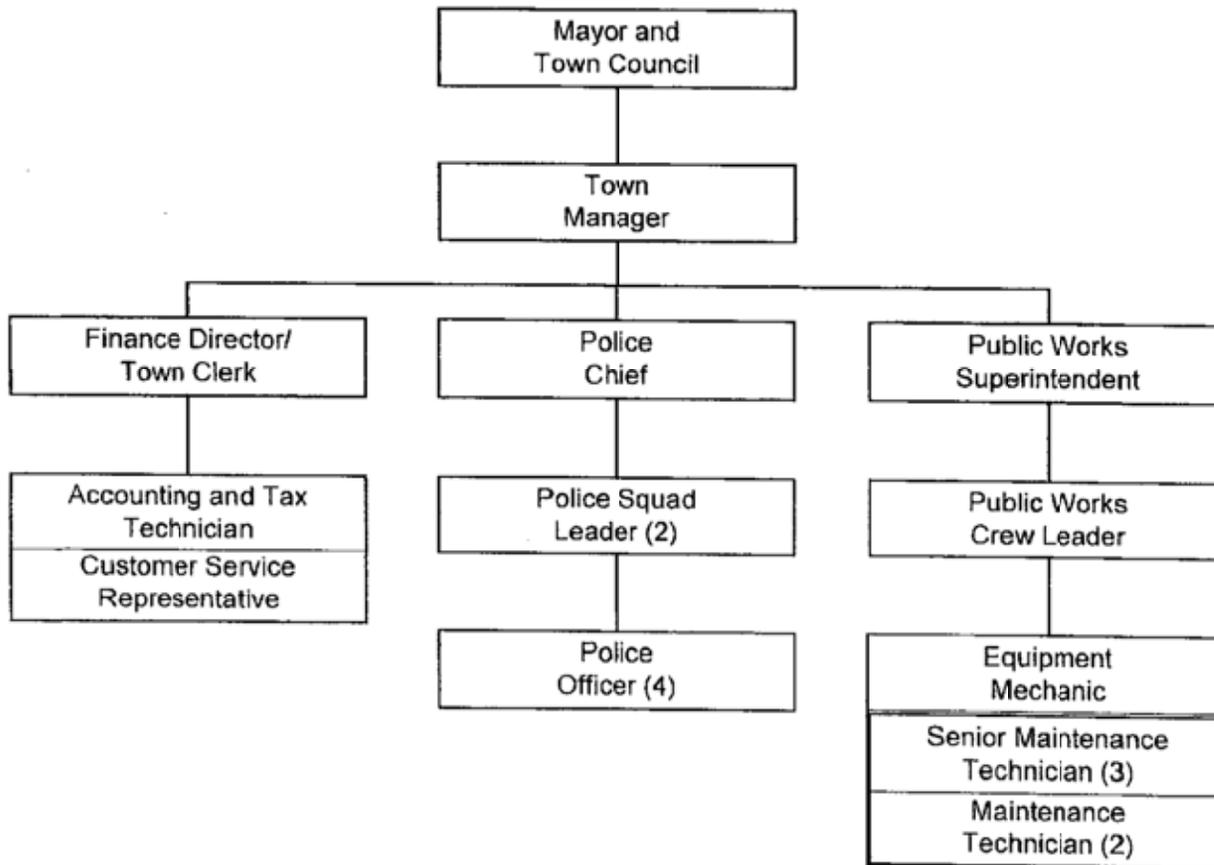
Description	Quantity	unit	Subcontractor		Equipment		Material		Labor		Bare Cost	Cost for Distribution	Total Cost
			unit	exten.	unit	exten.	unit	exten.	unit	exten.			
Distribution Lines				-		-		-		-	-	-	-
2" PVC Waterline	5,146	LF	30.00	102,920.00		-		-		-	102,920.00	17,805.18	120,725.18
3" PVC Waterline	1,356	LF	27.50	37,290.00		-		-		-	37,290.00	6,451.17	43,741.17
6" DIP Waterline	29,821	LF	36.00	1,073,556.00		-		-		-	1,073,556.00	188,725.19	1,259,281.19
8" DIP Waterline	2,973	LF	48.00	142,704.00		-		-		-	142,704.00	24,687.79	167,391.79
Pump Stations and Storage Tanks				-		-		-		-	-	-	-
Site Piping	70	LF	50.00	3,500.00		-		-		-	3,500.00	605.50	4,105.50
100,000 gal. Storage Tanks	1	EA	100,000.00	100,000.00		-		-		-	100,000.00	17,300.00	117,300.00
				-		-		-		-	-	-	-
				-		-		-		-	-	-	-
				-		-		-		-	-	-	-
				-		-		-		-	-	-	-
				-		-		-		-	-	-	-
Item Totals				1,459,970.00		-		-		-	1,459,970.00		

Subcontractor		1,459,970		
Contractor Equipment		-		-
Rented Equipment		-		-
Material		-		-
Material Sales Tax	7%	-		-
Labor		-		-
Labor Burden	30%	-		-
Bond & Insurance	2.0%	29,199		29,199
Cost		1,489,169		
OMP	15.0%	223,375		223,375
Total Project Cost:		\$1,712,545	Costs to be Distributed:	\$152,575
				\$1,712,545

APPENDIX E

LAUREL PARK ORGANIZATIONAL CHART

**Town of Laurel Park
Organizational Chart
November 2012**





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 8/28/2017

Presenter: John Connet

Date of Council Meeting to consider this item: 9/7/2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 12

The City Council directed staff to develop a plan to raise private funds for the development of Berkeley Mills Park. As a first step in the process, City staff has developed a list of naming opportunities with donations levels for consideration by the City Council. The donation levels were developed from the Berkeley Mills Park Master Plan. Staff requests guidance of approval of the proposed donation levels.

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

Suggested Motion:

I move that the City Council approve the proposed list of naming opportunities for Berkeley Mills Park .

Attachments:

Sponsorship Policy
Proposed naming opportunities

Berkeley Park Naming Opportunities

Park	TBD by City Council
Baseball Field	\$ 150,000 / \$25,000 per year for 6 years
Dog Park (1)	\$ 60,000 / \$10,000 per year for 6 years
Dugout Improvements (2)	\$ 12,000 each / \$4,000 per year for 3 years
Playgrounds	
Single donor	\$ 150,000 / \$25,000 per year for 6 years
Multi-donor (6)	\$ 25,000 / \$5,000 per year for 5 years
Concession Building (1)	\$ 20,000/ \$5,000 per year for 4 years
Grandstand Improvements (1)	\$ 50,000 / 10,000 per year for 5 years
Picnic Shelters (10)	\$ 20,000 / \$5,000 per year for 4 years
Site Furnishings	
Bench	\$1,500
Picnic Tables	\$ 1,000
Scoreboard	\$30,000/ \$5,000 per year for 6 years
Memorial Trees	\$ 300.00

Notes:

1. Installment payments can be made in larger amounts, but will not exceed approved terms.
2. Multi-donor gifts will be recognized on signage listing all donors.
3. Cost for benches, picnic tables and memorial trees include name recognition plaques or stones.



City of Hendersonville

Policy Date: 04-09-09

Amended 04-04-13

Amended 12-01-16

Title: *Sponsorship Policy*

I. Introduction

The purpose of this policy is to allow the City of Hendersonville to seek sponsors that further its mission by providing monetary or in-kind support for City programs, facilities, services or other governmental functions. The City recognizes that the public trust and public perception of its impartiality may be called into question by sponsorships that are aesthetically displeasing, politically oriented, or offensive to segments of its citizenry. Loss of public trust or perceptions of partiality may impair the City's ability to govern. This policy presents tools to ensure that sponsorships do not weaken the public trust or present challenges to our impartiality in dealing with the business and non-profit community.

Wherefore, the City permits private sponsorship and/or donations for government programs or services in limited circumstances in order to generate funds for improving or expanding those programs and services. The City maintains its sponsorship program as a nonpublic forum and exercises its sole discretion over who is eligible to become a sponsor according to the terms of this policy.

Whenever possible, sponsorships should be appropriate to the specific activities, facilities, events, programs or publications. The City will neither seek nor accept sponsors that manufacture products, offer services or take positions materially inconsistent with local, state, or federal law or with City policies. The establishment of a particular sponsorship does not constitute the City's endorsement of any product or services or of any person or entity or point of view.

II. Sponsorship Defined

For purposes of this policy, "Sponsorship" means the right of any person or entity other than the City or its agents acting in their governmental capacity to associate one or more names, products, or services, or any combination thereof, with the City's programs, facilities, services or name. Sponsorship is a business relationship in which the City of Hendersonville and the Sponsor exchange goods, services, donations and similar consideration for the right to display or offer the names, products and services as offered by the Sponsor on City property acknowledging private support.

III. Procedure

The City retains the right to determine the appropriateness of a Sponsorship and may refuse any offer based on the above considerations or other similar considerations, and will be guided in its determination by the following:

1. The City Manager will refer any sponsorship proposal with a financial value greater than \$1,250.00 to the City Council for final approval, and may so refer any other sponsorship proposal.
2. A sponsorship agreement will be in writing and executed by both the City and the Sponsor. It will among other things specify the following information:
 - a. Activities, products and services offered by the Sponsor
 - b. Benefits to the City and the estimated value thereof
 - c. Benefits to the Sponsor and the estimated value thereof
 - d. Specifics of the sponsorship, including, in the case of any printed thing, the details of the appearance including content, duration if applicable, term of the engagement, and other pertinent information.
 - e. A statement, if requested by the City, that sponsorship does not constitute an endorsement of the Sponsor or any other person or entity or of their activities, goods or services.

The City will consider the following in deciding on a sponsorship:

1. The value of the Sponsorship to the Sponsor and to the City
2. Aesthetics of any proposed display, whether physical or otherwise
3. Relationship of the Sponsor and its message to the sponsored activity or program
4. Level of cooperation from other governmental units
5. Inconsistencies between City policies and purposes and the Sponsor's activities, products, services, policies, purposes and practices
6. Any activity, product, service, policy, purpose or practice of the Sponsor or any other person or entity that may, in the opinion of the City, cause the sponsorship to bring the City into disrepute
7. Any other factor that the City reasonably believes would cause a proposed sponsorship not to be in the best interests of the City

IV. Limitations

Because the City intends to maintain sponsorships as a nonpublic forum, it may make such decisions as, in its opinion, may be reasonably necessary to further the City's legitimate interests. The City's control may include the right to determine placement, content, appearance and wording of sponsorship messages. The City reserves the right to refuse sponsorships containing among other things, any of the following messages:

1. Promotion of the sale or consumption of alcoholic beverages
2. Promotion of establishments whose primary business is the sale or consumption of alcoholic beverages
3. Promotion of the sale or consumption of tobacco or tobacco products
4. Promotion of the sale of birth control products or services
5. Commentary, advocacy or promotion of issues, candidates and campaigns pertaining to political elections

6. Depiction of profanity or obscenity or promotion of sexually oriented products, activities or materials
7. Promotion of the sale or use of firearms, explosives, or other weapons, or the glorification of violent acts
8. Promotion or depiction of illegal products, or glorification or endorsement of illegal products, activities or materials
9. Suggestion of the City's endorsement or promotion of the Sponsor or its products or services

Sponsorship recognition messages may identify the sponsor but may not promote or endorse the organization or its products or services. Statements that advocate, contain price information or an indication of associated savings or value, request a response, or contain comparative descriptions of products, services or organizations will not be accepted. The City shall accept only the following content.

1. The legally recognized name of the Sponsor;
2. The Sponsor's organizational slogan if it identifies rather than promotes the organization or its products or services;
3. The Sponsor's product or service line, described in brief, generic, objective terms. Only one product or service line may be identified.
4. Brief contact information, such as phone number, physical address, or internet address, and only in such a manner that avoids the implication that the reader should take any action.
5. The City will not make any statement endorsing the sponsor or its products or services.

V. Miscellaneous

Any sponsorship is prohibited unless approved by the City Manager in writing, with prior consent granted by the City Council, except that the City Manager need not obtain consent from the City Council for sponsorships determined by the City Manager to have a financial value of \$1,250.00 or less.

VI. PARKS FACILITIES NAMING RIGHTS POLICY

The City Council may enter into an agreement that calls for a park facility to be named after a sponsor who has generously contributed to the construction or purchase of said facility. The City Council ultimately reserves the right to accept or reject any proposal as it deems fit. The City Council's decision shall be binding.

The City shall create and modify from time to time a list of naming opportunities that will serve as a guide for the City Council and prospective sponsors. This list shall serve as **minimum levels** of sponsorship to be considered for naming rights to a park facility.

All agreements of this nature shall be in the form of a signed letter of agreement and shall contain the **minimum** following criteria:

1. Amount of contribution to be in cash and/or in kind service.
2. A date by which the contribution must be received.
3. A starting date and ending date as to when the naming rights begin and end.

4. A first right of refusal to renew the agreement by the contributor should be included with a clause that the determination whether to extend the first right of refusal offer is exclusively reserved by the City at the conclusion of the naming rights agreement.
5. Provision for cancellation of naming rights in the event the entity ceases business operations or becomes involved in an activity that is deemed unsuitable by the City, shall retain all contributions in this provision.

The City will retain the right to change or delete all or any part of this policy at any time and from time to time.

Adopted by the City Council at a regular meeting held April 9, 2009, amended on April 4, 2013 and December 1, 2016.



Barbara G. Volk, Mayor

Attest:



Tammie K. Drake, MMC, City Clerk

H:\Clerk\Policies\Sponsorship Policy amended 161201.doc



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brian Pahle & Adam Murr

Department: Admin

Date Submitted: 08/28/2017

Presenter: Brian Pahle & Adam Murr

Date of Council Meeting to consider this item:

Nature of Item: Council Action

Summary of Information/Request:

Item # 14a

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

- 1) Fund 10 | \$21,000 | New fleet vehicle for training and travel
- 2) Fund 60 | \$820 | Intertocal insurance payment adjustment
- 3) Fund 10 | \$5,309 | July worker's compensation premiums
- 4) Fund 60 | \$1,662 | July worker's compensation premiums

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

Suggested Motion:

None.

Attachments:

Approved budget adjustments.

DEPARTMENT LINE ITEM BUDGET ADJUSTMENT

FUND: 10, 60, 68

DEPARTMENT: 4310, 4520, 7123, 7125, 7126, 4710, 9910

EFFECTIVE DATE: 8/14/2017

ACCOUNT NUMBER				
* ORG	OBJECT	DESCRIPTION OF ACCOUNT	EXPENDITURE BUDGET INCREASE	EXPENDITURE BUDGET DECREASE
104310	518600	Worker's Comp. Ins.	\$ 5,000.00	
104520	518600	Worker's Comp. Ins.	\$ 309.00	
109910	599100	Contingencies		\$ 5,309.00
607123	518600	Worker's Comp. Ins.	\$ 264.00	
607125	518600	Worker's Comp. Ins.	\$ 333.00	
607126	518600	Worker's Comp. Ins.	\$ 1,065.00	
609910	599100	Contingencies		\$ 1,662.00
684710	518600	Worker's Comp. Ins.	\$ 354.00	
684710	569300	Tipping Fees		\$ 354.00
TOTAL ADJUSTMENT			\$ 7,325.00	\$ 7,325.00

Increases & Decreases must equal

DEPARTMENT - INSERT DETAIL EXPLANATION/REASON FOR BUDGET ADJUSTMENT:
 An adjustment to cover July worker's compensation premiums.

INSTRUCTIONS:
 Budget Adjustments may be used by to reallocate budgeted funds within in department between non-salary account line items.
 Budget Adjustments may be completed and approved by department heads as long as all account lines are within the same department
 Use whole dollar amounts - no cents.
 Budget Adjustments may not contain salary or personnel related account numbers.
 Budget Adjustments do not require Council approval.
 Please contact the Budget Office for any budget transfers which contain salary or personnel related account numbers or transfers between departments or transfers related to appropriated fund balance as that would require City Manager and Council approval.


 DEPARTMENT HEAD APPROVAL SIGNATURE
 John F. Connet

Date: 8/14/2017

PRINT DEPARTMENT HEAD NAME



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Admin

Date Submitted: 08.30.17

Presenter: Tammie Drake

Date of Council Meeting to consider this item: 09.07.17

Nature of Item: Council Action

Summary of Information/Request:

Item # 15

The City Council may consider appointments to these boards/committees:
Environmental Sustainability Board

ANNOUNCEMENTS/Reminders of Vacancies:
SEVENTH AVENUE ADVISORY COMMITTEE: You have received an application to serve on this Committee.
BOARD OF ADJUSTMENT (alternate position)
HISTORIC PRESERVATION COMMISSION
DOWNTOWN ADVISORY COMMITTEE

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

M E M O R A N D U M

To: The Honorable Mayor and Members of the City Council

From: Tammie Drake, City Clerk

Subject: Board and Commission Appointments

Date: August 25, 2017

a. Consideration of Appointments:

1. **Environmental Sustainability Board:** The terms of Ian Edwards, Gary Eblen and Steven Orr will expire in September. Mr. Eblen has resigned. Mr. Orr is willing to serve another term and I am waiting to hear back from Mr. Edwards.

Mr. Gray Jernigan moved outside the City limits but maintains his office here. He would like to continue serving on the ESB when an outside-City position becomes available. This leaves two vacant positions on the board for City residents.

b. Announcement/Reminder of Vacancies and Up-Coming Vacancies:

1. **Seventh Avenue Advisory Committee** - There is one vacant position on this Committee. At Council Member Caraker's suggestion, Mr. Matt Hickman has agreed to move to the "District" position leaving the at-large position open.

You have received an application from Rebecca Ayers, co-owner of Triskelion Brewing Co. on 7th Avenue for the at-large position that was held by Mr. Hickman.

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

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

2. **Historic Preservation Commission:** There is a vacancy on the Commission due to the resignation of Ms. Marty Payton.
3. **Downtown Advisory Committee:** There is a vacant stakeholder position on this Committee.
4. **Hendersonville Sister Cities:** There is a vacancy on the Board due to the resignation of Alex Templeton.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 8/30/2017

Presenter: John Connet

Date of Council Meeting to consider this item: 9/07/2017

Nature of Item: Council Action

Summary of Information/Request:

Item # 17

I would like to request a Closed Session pursuant to NCGS143-318.11(a) (3) to consult with the City Attorney.

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) (3) to consult with the City Attorney.

Attachments:

None