

# AGENDA

## CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

DECEMBER 6, 2018 – 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: November 1, 2018 Regular Meeting
  - B. Consideration of Budget Amendments (3)
  - C. Consideration of a Lease Agreement with RJ Young for a Plotter/Scanner for the Engineering Department
  - D. Consideration of Waiving the late fee and approval of the non-disconnection of utilities due to non-payment during the month of December
6. **Presentations:**
  - A. Service Excellence Quarterly MVP Recognitions
  - B. Recognition of City of Hendersonville Academy Graduates
  - C. Walk of Fame Announcement of Class of 2019 Honorees
7. **Public Hearing – Consideration of a Zoning Ordinance Text Amendment of Section 4-5 Classification of Uses, Section 5-19-1 CMU Permitted Uses and Section 5-19-2 CMU Conditional Uses** *(Continued from November 1, 2018 Meeting)*  
*Presenter: Development Assistance Director Susan Frady*
8. **Quasi-Judicial Public Hearing – Consideration of a Special Use Permit Amendment Application from Walmart Estate Business Trust for Walmart located at 250 Highland Square Drive to Change the Exterior Color of the Building to add Blue Accents**  
*Presenter: Planner Daniel Heyman*

9. **Public Hearing to Receive Citizen Input as to the Needs of Low- and Moderate-Income Residents and Neighborhoods within the City of Hendersonville**  
*Presenter: Downtown Economic Development Director Lew Holloway*
10. **Update on Economic Development Activities and Request for Approval of New Guidelines for Economic Development Assistance**  
*Presenter: Partnership for Economic Development President Brittany Brady*
11. **Consideration of a Resolution Accepting a State Reserve Loan from the NC Department of Environmental Quality for \$2,617,500 for the Construction of the Northside Water System Improvements Project**  
*Presenter: City Engineer Brent Detwiler*
12. **Consideration of Proceeding with the Negotiation of a Contract for the Construction of Downtown Restrooms and Office Space**  
*Presenter: Downtown Economic Development Director Lew Holloway*
13. **Consideration of Amendments to the Fee Schedule as a Result of Changes to the NC Fire Code**  
*Presenter: Fire Chief Joseph Vindigni and Fire Marshal Justin Ward*
14. **Consideration of Construction Manager at Risk Services for the Construction of the Police Department**  
*Presenter: Assistant Manager Brian Pahle*
15. **Discussion/Review of Council Conversations**  
*Presenter: City Manager John Connet*
16. **Consideration of Rescheduling July 2019 Council Meeting and Approval of the 2019 Meeting Schedule**
17. **Comments from Mayor and City Council Members**
18. **Reports from Staff**
  - a. Report on Board Vacancies
  - b. Report on Contingencies
19. **New Business**
20. **Adjourn**





# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Brian Pahle/Adam Murr

**Department:** Admin

**Date Submitted:** 11/07/18

**Presenter:** Brian Pahle/Adam Murr

**Date of Council Meeting to consider this item:** 12/06/18

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 05b

Budget Amendment(s)

- |                                   |              |                         |
|-----------------------------------|--------------|-------------------------|
| 1. Departmental Salary Adjustment | Fund 10 & 60 | No Increase or Decrease |
| 2. Insurance Settlements          | Fund 10      | Increase \$31,797       |
| 3. Northside Water Project SRF    | Fund 401     | Increase \$2,617,500    |

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

Described Above

## Suggested Motion:

I move to approve the budget amendment(s) as presented.

**Attachments:**

Budget Amendments

**BUDGET AMENDMENT**

FUND: 10 | 60

ACCOUNT NUMBER			INCREASE	DECREASE
ORG	OBJECT	DESCRIPTION OF ACCOUNT		
104120	512100	Salary & Wages Regular	17,174.00	-
104120	518100	FICA Tax Expense	1,314.00	-
104120	518200	Retirement Expense	1,331.00	-
104120	518300	Medical/Life Insurance	3,088.00	-
104130	512100	Salary & Wages Regular	-	17,174.00
104130	518100	FICA Tax Expense	-	1,314.00
104130	518200	Retirement Expense	-	1,331.00
104130	518300	Medical/Life Insurance	-	3,088.00
<b>FUND 10</b>			<b>TOTAL REVENUES</b>	-
			<b>TOTAL EXPENDITURES</b>	<b>22,907.00</b>
607110	512100	Salary & Wages Regular	17,174.00	-
607110	518100	FICA Tax Expense	1,314.00	-
607110	518200	Retirement Expense	1,331.00	-
607110	518300	Medical/Life Insurance	3,088.00	-
607113	512100	Salary & Wages Regular	-	17,174.00
607113	518100	FICA Tax Expense	-	1,314.00
607113	518200	Retirement Expense	-	1,331.00
607113	518300	Medical/Life Insurance	-	3,088.00
<b>FUND 60</b>			<b>TOTAL REVENUES</b>	-
			<b>TOTAL EXPENDITURES</b>	<b>22,907.00</b>

An amendment to reflect the move of a Payroll/Benefits position from the Finance Department to the HR Department. This move was approved at the October Council meeting and amendment needs to occur to accurately reflect the salary budget lines that will now be accounted for in the administration departments. This has to be approved at the Council level because it is moving budget between salary lines.

  
 \_\_\_\_\_  
 CITY MANAGER

Date: 11/7/18

APPROVED BY CITY COUNCIL:

DATE: 12/6/2018



**BUDGET AMENDMENT**

FUND: 401

ACCOUNT NUMBER			INCREASE	DECREASE
ORG	OBJECT	DESCRIPTION OF ACCOUNT		
4010000	499100	PROCEEDS OF DEBT	2,617,500.00	
4010000	559850	CONSTRUCTION CONTRACT	2,617,500.00	
<b>TOTAL REVENUES</b>			2,617,500.00	-
<b>TOTAL EXPENDITURES</b>			2,617,500.00	-

Amendment to increase the Fletcher/North-side water project by \$2,617,500 provided by the NCDEQ SRF loan process. Amendment increases revenue by State provided amount and authorizes expenditure of funds through the construction contract line.

  
 \_\_\_\_\_  
 CITY MANAGER

Date: 11/16/2018

APPROVED BY CITY COUNCIL:

DATE:

12/6/2018



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Brent Detwiler

**Department:** Engineering

**Date Submitted:** 11/26/18

**Presenter:** Brent Detwiler

**Date of Council Meeting to consider this item:** 12/6/18

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 05c

Approval of Lease with RJ Young for Engineering Department Plotter/Scanner:

The large format plotter/scanner that the Engineering Department has been leasing from RJ Young has been giving us problems recently. We are nearing the end of the current lease, and RJ Young has proposed a lease agreement for a new HP plotter/scanner to replace the old one. We are asking for Council approval to allow the City Manager to execute the new 48-month lease agreement, and would be happy to answer any questions.

**Budget Impact:** \$ 222/month \_\_\_\_\_ Is this expenditure approved in the current fiscal year budget?  Yes  No If no, describe how it will be funded.

Total amount is less than current lease. RJ Young will buy out current lease.

## Suggested Motion:

I hereby approve the HP plotter/scanner lease agreement with RJ Young as described and allow the City Manager to execute said 48-month lease agreement.

## Attachments:

RJ Young lease agreement

**Cost Per Copy Agreement**

Customer Purchase Order

*Billing Location*

*Install Location*

Full Customer Name – Include Inc., Corp., LLC etc.  
City of Hendersonville

Customer Name  
City of Hendersonville

Department: Engineering  
County: Henderson

Street Address  
305 Williams St

Street Address  
305 Williams St

City: Hendersonville  
State: NC  
Zip+4: 28792

City: Hendersonville  
State: NC  
Zip+4: 28792

Contact Name: Brent Detwiler  
Phone #: 8286973060  
Fax #:

Meter Contact: Brent Detwiler  
Phone #: 8286973060  
Fax #:

Email  
bdetwiler@hvlnc.gov

Email  
bdetwiler@hvlnc.gov

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	HP		T2530 PS MFP			

Trade-In/Buyout (Items to be picked up)					Total This Page	
					Total From Add'l Equipment List	
					Sales Tax	
					Tax Exempt <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Attach Exemption Certificate	Total

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency		Overage Billing Frequency	
	48		\$222.00	Monthly		Monthly	
Monthly Minimum Number of B&W Copies	Overage Rate per B&W Copy	Monthly Minimum Number of Color Copies	Overage Rate per Color Copy	<b>Agreement Includes</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Master Unit <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Color Supplies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Drum/Photo Conductor <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Imaging Units <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Toner/Dispersant <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Developer <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other <input checked="" type="checkbox"/> New Account <input checked="" type="checkbox"/> New Equipment <input type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Additional Unit <input type="checkbox"/> Used <input type="checkbox"/> MAM <input type="checkbox"/> MAM <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MICR Toner			
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot				
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print				
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2				

Remarks:  
 Agreement contingent on approval of the City Council and City Manager on December 6, 2018. If approval is not granted this order will be cancelled.  
 Included in the monthly payment is extended warranty service on parts and labor. Consumables (ink, print heads, and maintenance kits) not included.

<i>Additional terms and conditions on page 2.</i>		Sales Rep: _____ Date: _____
Signature: _____		Sales Manager: _____ Date: _____
Print Name: _____		
Title: _____ Date: _____		



*This is a non-cancelable agreement*Order # G39P00

2. **RENTAL AGREEMENT.** You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. **YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT.** Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

3. **CONNECTION TO COMPUTERS/NETWORKS.** RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.

4. **TITLE; RECORDING.** We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. **USE.** You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

6. **NOT USED**

7. **ASSIGNMENT.** You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

8. **LOSS OR DAMAGE.** You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either

(a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 9, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

9. **TAXES AND FEES.** You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

10. **EQUIPMENT LOCATION; RETURN.** You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

11. **RENEWAL.** Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

12. **YOUR REPRESENTATIONS.** You state for our benefit that as of the date of this Agreement; (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

13. **YOUR PROMISES.** In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. **DEFAULT.** You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

15. **REMEDIES.** In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

16. **NOTICES.** All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

17. **MISCELLANEOUS.** This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

18. **JURISDICTION.** Note the Agreement is executed in the State of North Carolina and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.

19. **INTERPRETATION.** As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.



# CITY OF HENDERSONVILLE

## AGENDA ITEM SUMMARY

**Submitted By:** Jennifer Musselwhite

**Department:** Finance

**Date Submitted:** 11/15/2018

**Presenter:** Jennifer Musselwhite

**Date of Council Meeting to consider this item:** 12/06/2018

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item #** 05d

The Finance Customer Service Staff would like to again request that City Council waive the \$15.00 late fee and approve the non-disconnection of utilities due to non-payment during the month of December in order to assist people in need during the holiday season. History of Late Fees on Water & Sewer Bills: City Council first approved the addition of Late Fees to past due Water/Sewer bills in the fiscal year: 2016 Fee Schedule, prior to this fee the collection rate for Water & Sewer bills was extremely slow and our outstanding and noncollectable accounts receivable balances were very large. After several months of working with the new then two tiered fee, City Council then amended the Fee Schedule at the request of the Customer service staff in December of 2015 to reduce and simplify the late fee to \$15. The \$15 late was also adopted into the rate fee schedule of all budgets following 2015 . In addition, every year following the late fee adoption staff has requested and Council has approved the waiver of the late fees charged to customer water/sewer bills during the month of December to provide a grace period during the holidays. With the late fee assessment, collection rates have greatly improved however many customers still struggle to pay their bills and the City has collected far more than expected in late fees so staff has undertaken efforts to reduce the amount of late fees customers must pay. The Finance Customer Service staff has Increased communication and outreach to educate customers on ways to avoid late fees and continuously works hard to provide Information about other financial assistance available for those In need, including the following most recent efforts: The water bills contain information on how citizens can receive assistance or contact information for payment plans provided by the City. This waiver would be effective 12-1-18 to 1-7-2019. The City is closed during this time for four days which only allows customers that pay with credit cards or ACH to make payments. This would allow customers that visit City Hall to make payments additional time. (December 21-23, January 1,

**Budget Impact:** \$ 10,000 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

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

I move the City Council waive late fees charged for delinquent utility bills and approve non-disconnection of services due to non-payment during the month of December 2018, effective 12-01-18 through 01-07-19.

### Attachments:

1. Sample utility bill including backer showing assistance information
2. Disconnection notice
3. Customer Service pamphlet provided to all new residence and available at all representatives desk and payment window



# UTILITY BILLING STATEMENT

Office: 145 5th Avenue East Hendersonville, NC 28792 Hours: 8 AM - 5 PM, Mon-Fri (Except Holidays)  
 Phone: (828) 697-3052, for after-hours emergencies please call (828) 891-7779  
 Email: customerservice@hvlnc.gov

## SERVICE DETAILS

CUSTOMER NAME: DOE, JOHN  
 CUSTOMER NUMBER: 999999  
 ACCOUNT NUMBER: 99999  
 SERVICE ADDRESS: SAMPLE  
 NUMBER: 11111  
 CYCLE: B1  
 BILLING DATE: 10/06/2018  
 SERVICE PERIOD: 09/02/2018 - 09/29/2018

SERVICE	PREVIOUS READ	CURRENT READ	USAGE
WATER	106800	110000	3200

### CURRENT CHARGES BREAKDOWN

RESIDENTIAL WATER OUTSIDE CITY	\$22.73
<b>TOTAL CURRENT CHARGES</b>	<b>\$22.73</b>

## ACCOUNT BALANCE SUMMARY

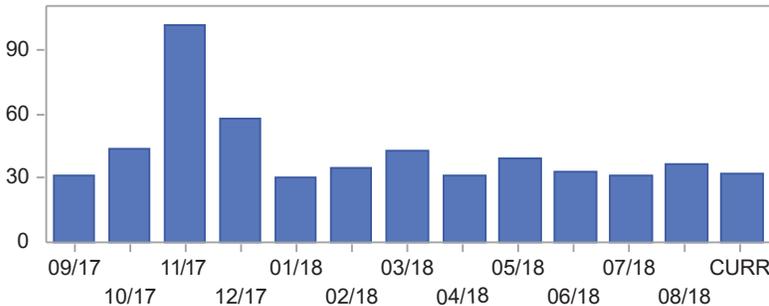
LAST PAYMENT:	\$0.00
PAST DUE BALANCE:	\$24.94
CURRENT CHARGES:	\$22.73
ADJUSTMENTS:	\$0.00
<b>TOTAL AMOUNT DUE:</b>	<b>\$47.67</b>
<b>CURRENT CHARGES DUE BY:</b>	<b>10/27/2018</b>
<b>CURRENT CHARGES LATE ON:</b>	<b>11/11/2018</b>

### NOTICE: IF YOU HAVE A PRIOR BALANCE DUE

Payments not received on account by the due date will be subject to a \$15.00 past due fee when account is 15 days past due. All unpaid accounts are subject to disconnection.

*See reverse side of statement for convenient payment options*

12 MONTH WATER USAGE (USAGE LISTED IN THE HUNDREDS OF GALLONS)



For more information on usage, please visit the following city webpage:  
<http://www.hvlnc.gov/understanding-water-usage>

## CITY NEWS AND NOTES

The City of Hendersonville (the "City") sewer collection system and wastewater treatment plant have prepared these annual performance reports for the period of July 1, 2016 through June 30, 2018 and have made it available to any person desiring a copy free of charge. Copies of these reports may be obtained at the City's Operations Center located at 305 Williams Street or may be found on the City's website at [www.hvlnc.gov](http://www.hvlnc.gov) under Water and Sewer and then open Reports and Other Information.

Please detach and return bottom portion of bill with payment.

## PAYMENT COUPON



145 5th Avenue East  
 Hendersonville, NC 28792

Street address for online bank payments only.

Check box for change of address  
 (see reverse side of return paying document)



2 1 FP 0.453

DOE, JOHN

SAMPLE  
 HENDERSONVILLE, NC 28792

ACCOUNT NBR: 15251	BILL NBR: 815617
CUSTOMER NBR: 287165	
PAST DUE BALANCE:	\$24.94
CURRENT CHARGES:	\$22.73
<b>TOTAL AMOUNT DUE:</b>	<b>\$47.67</b>
<b>CURRENT CHARGES DUE BY:</b>	<b>10/27/2018</b>
ONE-TIME H2O DONATION (Voluntary):	\$ _____
<b>TOTAL AMOUNT ENCLOSED:</b>	\$ _____
<input type="checkbox"/> Please add an H2O donation of \$ _____ to my monthly bill. Please check the box and enter the amount of your monthly donation.	

Please remit and make checks payable to:

CITY OF HENDERSONVILLE  
 PO BOX 603068  
 CHARLOTTE NC 28260-3068



84906042018000815617600000047670

## WE OFFER SEVERAL EASY AND CONVENIENT WAYS TO PAY YOUR WATER BILL!



**Automatic Bank Draft:** Sign up at [www.hvlnc.gov](http://www.hvlnc.gov) using the electronic form under Customer Service or call Customer Service at (828) 697-3052 to request a form (there is no fee for this service).



**Pay Online:** Visit [www.hvlnc.gov](http://www.hvlnc.gov) - secure access to your utility account anytime, anywhere, 24 hours a day. You can check your account balance and view detailed history on your account including consumption and transaction history. You can pay your bill with a MasterCard or Visa. A *small fee of \$2.95 per \$300 is applied by the payment processing company (NOT the City).*



**Pay by Phone:** Call (828) 697-3052, option 1, to make a payment over the phone by either check or credit card. A *small fee of \$2.95 per \$300 is applied by the payment processing company (NOT the City).*



**Pay by Mail:** Payments can be made by check or money order. Please include the statement stub and place the account number on the check or money order. The mailing address is: City of Hendersonville, P.O. Box 603068, Charlotte, NC 28260-3068



**Pay by Drop Box:** The payment drop box is located City Hall, 145 5th Avenue East-6th Ave Side of Parking Lot. When using the drop box, please use check or money order only.



**Pay in Person:** You may pay your bill in person at City Hall. The payment window is located inside of City Hall and is open from 8 AM to 5 PM Monday through Friday. We accept payments by Cash, Check, Money Order, Debit Cards, Master Card or Visa.

## PAST DUE PAYMENT AND DISCONNECTION OF SERVICE POLICY:

If your payment is not received in our office by the due date, your service will be subject to immediate disconnection. Furthermore, if your service is scheduled for disconnection and payment is not received on your account by 5:00 PM on the Thursday preceding the disconnection date, a \$40.00 disconnect administration fee will be levied on your account. If service is disconnected, the total amount due and the reconnection fee must be paid before service will be restored. A \$100.00 after hour's fee will be assessed to all customers requesting reconnect after 3:30 PM for same day service. Please note, tampering with your water meter is a Federal offense and offenders will be prosecuted to the fullest extent of the law and incur a \$250.00 tampering fee. Payments not received on account by the due date will be subject to a \$15.00 past due fee when account is 15 days past due.

## IF YOU ARE HAVING DIFFICULTIES PAYING YOUR UTILITY BILL:

The City of Hendersonville values its customers. If you are having difficulties paying your utility bill, please contact our customer service department at (828) 697-3052. We have several payment arrangement options available to help.



AquaHawk Alerting is a **FREE** service for City of Hendersonville water customers that will assist you in efficiently managing your water usage and lowering your water bills. It's easy to register! Visit <http://hendernc.aquahawk.us/>

### Customer benefits include

- Know about leaks before they cause costly damage!
- See exactly how much water your family is using each month.
- Set billing and usage thresholds, and never be surprised by a high bill again.
- Access your account from any internet-connected device – your phone, laptop or desk top computer.
- Opt-in services lets you chose how you want to be contacted – email, text or phone.



## WANT TO HELP SOME MEMBERS OF OUR COMMUNITY?

We invite you to help families in need through our **one-time** or **automatic monthly donation** program called "HELPING HAND OUTREACH" or H2O. The Hendersonville Water and Sewer and the Interfaith Assistance Ministry started this program as a way for our customers to voluntarily assist low income and moderate income families in our community when they are unable to pay for water and or sewer connection to City owned utilities or may be unable to pay City water and sewer bill. IAM crisis counselors interview applicants to determine available assistance.

### Donate to the H2O Program - An easy way to help

Please print your current address, phone numbers and email and return the stub. Also, please check the "change of address" box on the front of the stub.

Customer Name: \_\_\_\_\_

Customer Billing Address (if different):  
\_\_\_\_\_  
\_\_\_\_\_

Email Address (if desired):  
\_\_\_\_\_

Emergency Telephone #:

(        ) \_\_\_\_\_ - \_\_\_\_\_

Primary Telephone #:

(        ) \_\_\_\_\_ - \_\_\_\_\_



145 5th Avenue East  
Hendersonville, NC 28792  
www.hvlnc.gov

Account	11111
Customer ID	99999
Total Past Due Balance	\$45.00
Payment Deadline Date	10/12/2018
Scheduled Disconnection Date	10/16/2018

# NOTICE OF SERVICE DISCONNECTION

Customer Service (828) 697-3052

October 04, 2018

Account Service Location: SAMPLE

DOE, JOHN  
SAMPLE  
HENDERSONVILLE, NC 28792

Dear Customer,

Our records indicate that your account has a past due amount that qualifies for disconnection. To avoid having your service disconnected, you must pay the total past due balance on the account. If you are experiencing financial or other difficulties, please call the Customer Service Division to discuss payment arrangements or payment plans.

If payment or payment arrangements (including leak adjustment requests) are not made by 5:00pm on the deadline date above, you will be required to pay the administrative disconnection fee of \$40 and the full balance on the account.

If a payment or payment arrangement has already been made, please disregard this notice.

The Customer Service Team | City of Hendersonville, NC  
(828) 697-3052 | customerservice@hvlnc.gov



Hendersonville Water & Sewer  
145 5th Avenue East  
Hendersonville, NC 28792

Account	11111
Customer ID	99999
Total Past Due Balance	\$45.00



Please remit and make checks payable to:

CITY OF HENDERSONVILLE  
145 FIFTH AVENUE EAST  
HENDERSONVILLE NC 28792



DOE, JOHN  
SAMPLE  
HENDERSONVILLE, NC 28792

# WATER & SEWER SERVICES

## CUSTOMER SERVICE

**828-697-3052**

*Fax: 828-697-5894*

*Email: [CustomerService@hvlnc.gov](mailto:CustomerService@hvlnc.gov)*

*Website: [www.hvlnc.gov](http://www.hvlnc.gov)*

*City Hall*

*145 Fifth Avenue East*

*Payments: 1st Floor*

*New Service/Stop/Transfer Service: 3rd Floor*

### How do I pay my water/sewer/garbage bill?

**In person** - City Hall, corner of King St. and Sixth Ave. Free parking behind City Hall. Pay inside at the payment windows on the 1st floor or drop your payment off at the drop boxes located in the parking lot or on the 1st floor lobby.

**By mail** - Mail with payment stub to: City of Hendersonville, PO Box 603068, Charlotte, NC 28260. Bank bill-pay use City of Hendersonville, 145 5th Ave East, Hendersonville, NC 28792.

**Pay By phone** - 828-697-3052 for electronic check, debit or credit card (Visa, Mastercard, and Discover). Processing fee of \$2.95 applies.

**Automatic Bank Draft** - Payments are drafted on the due date of the bill. You may enroll online or you may download and print the form to mail or hand deliver to us; or you may phone 828-697-3052 to have a form mailed to you.

**Online payments** - [www.hvlnc.gov](http://www.hvlnc.gov)

**Seasonal residents** - To turn water on/off contact us at 828-697-3052.

**Water Leaks or Sewer Backup:**

**Monday-Friday 8AM-5PM 828-697-3073**

**Emergency After 5PM and Weekends**

**828-891-7779**

# GARBAGE & RECYCLING

## PUBLIC WORKS

**828-697-3084**

305 Williams St

[www.hendersonvillenc.gov/public-works](http://www.hendersonvillenc.gov/public-works)

Services include garbage, recycling, bulky waste, yard waste, business waste services, and multi-family dwelling garbage services.

## NEED HELP PAYING YOUR BILL ?

**Payment Arrangements and or an extension of payment due dates can be granted by calling the Customer Service Team before the due date:**

**828-697-3052**

**[customerservice@hvlnc.gov](mailto:customerservice@hvlnc.gov)**

## ASSISTANCE ORGANIZATIONS

The following organizations may be able to help:

Interfaith 828-697-7029

Salvation Army 828-693-4181

### OTHER SEWER PROVIDERS:

Henderson County/Cane Creek Sewer  
Billing- 828-694-5014

Septic questions - Henderson County  
Environmental Health Division  
828-692-4228

## FIRE DEPARTMENT

Fire Inspections (replaces business license/  
registration)  
828-697-3024

# PROPERTY TAXES

## CITY TAX COLLECTOR

**828-233-3203**

*Fax: 828-697-5894*

*Email: [Tax@hvlnc.gov](mailto:Tax@hvlnc.gov)*

*Website: [www.hvlnc.gov](http://www.hvlnc.gov)*

*City Hall*

*145 Fifth Avenue East*

*3rd Floor Room 311*

### Contact the City Tax Collector for:

- Information about City tax rates
- City Property tax billing questions
- Request for Statement of taxes due (also available on-line)
- Vendor permits for Special Events/Festivals
- Beer & Wine permits and questions

### Henderson County Tax Office:

**For questions concerning property tax assessed values or to change your mailing address for all types of City or County property taxes:**

**Call 828-697-4870**

### OTHER HELPFUL NUMBERS:

Duke Energy 800-777-9898

PSNC 877-776-2427

NC811 "Call Before You Dig" 811

NCDMV 828-692-6915

NC Tag Office 828-692-0648

NC DOT Highway Maintenance 828-694-7971



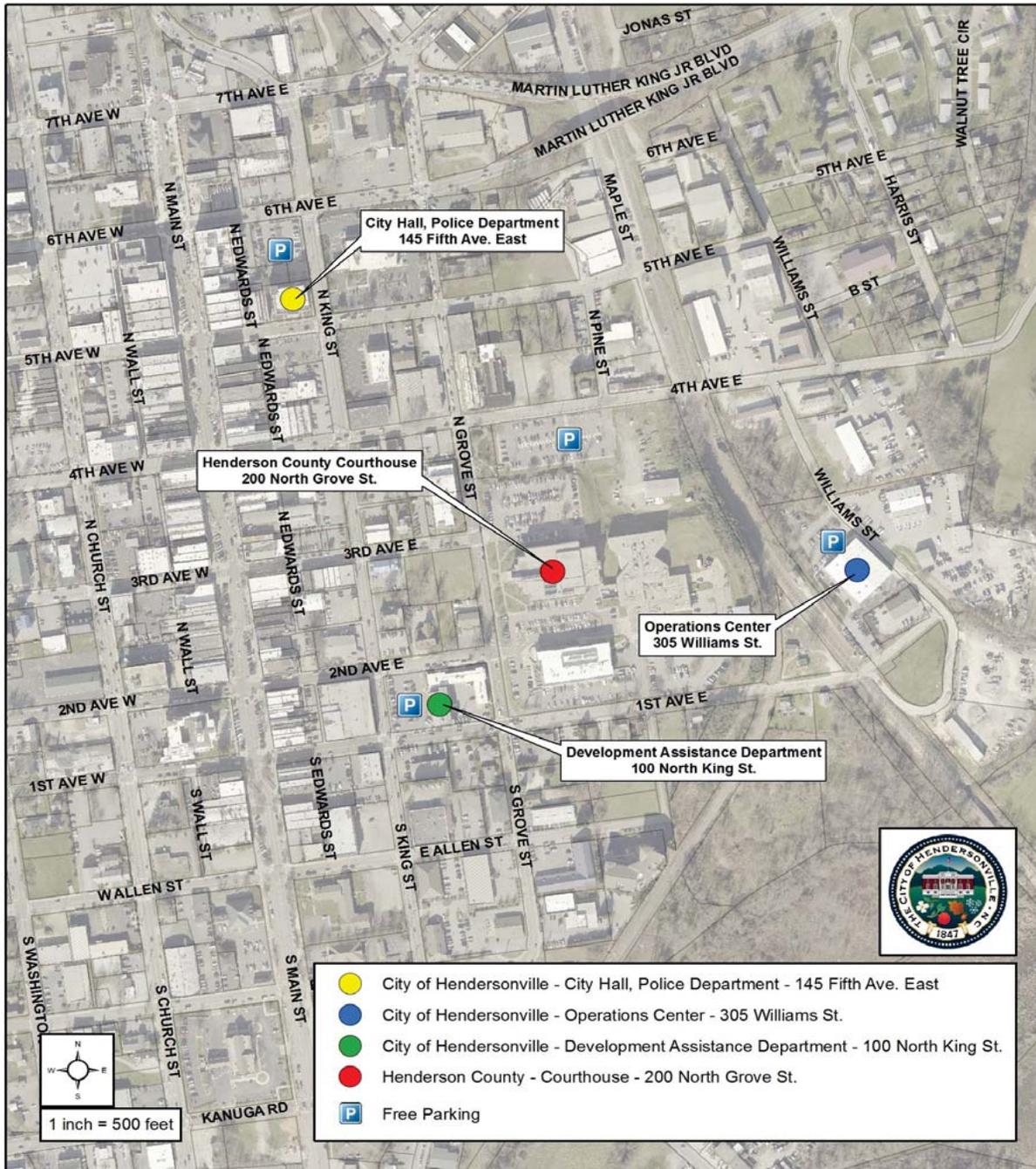
# CITY OF HENDERSONVILLE

145 Fifth Avenue East  
Phone: 828-697-3052

Fax: 828-697-5894

Email: [CustomerService@hvlnc.gov](mailto:CustomerService@hvlnc.gov)

Website: [www.hvlnc.gov](http://www.hvlnc.gov)





# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** John Connet

**Department:** Administration

**Date Submitted:** 7/13/2018

**Presenter:** John Connet

**Date of Council Meeting to consider this item:** 12/6/18

**Nature of Item:** Presentation Only

## Summary of Information/Request:

**Item #** 06a

For the July through September quarter, the Service Excellence Design Team selected those listed below as the quarterly winners.

Jonathan Owen (Water & Sewer) There was a stranded motorist that was blocking a lane of traffic at the intersection of 1st and N. Grove. Jonathan was off the clock but he pulled over to ask the motorist if he needed assistance and then helped him push his car off the street to safety. Jonathan is always very helpful and polite to everyone.

Chris Merbitz, Miguel Hernandez, Anthony Schaeffer (Public Works). Ms. Cheryl Jones, a Town Forest subdivision resident, called to thank Chris, Miguel and Tony for taking time to dance and entertain her daughter while performing their normal duties. Ms. Jones daughter enjoys seeing the solid waste truck come by her house and this crew stopped what they were doing to brighten this little girl's day.

Justin Ward and Paul Kaplan (Fire) Justin and Paul have been attending MDA Camp for years to serve and help those in need. While at the camp these two gentleman are assigned to a camper who has some type of disability. They are basically "parents" for the week and help their assigned camper have a great time and enjoy a week of fun and excitement. This is a challenging week for both members. They never complain and they go above and beyond to represent Hendersonville at MDA camp.

**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:**

nominations

## JULY – SEPTEMBER MVPs 2018

Adam has been doing a great job as Utilities Engineer, and this was perfectly illustrated by unsolicited feedback we have received on two occasions from Tim Heim, an Environmental Engineer at NC DEQ. Mr. Heim praised the City's work with NC DEQ and mentioned that others should have the same high standards. Adam was responsible for both of these applications and should be proud of the work he has done! **Adam Steurer**

The Big Sweep Team of Mike (organizer), Lee, Adam, and Mark volunteered their Saturday to come out and participate in the Big Sweep event. Together we cleaned 3 miles of Mud Creek, collecting 15 tires and ~10 (250 lbs) bags of trash. They worked tirelessly for 6 hours cleaning the river, portaging many large strainers, which was no small feat with loaded down boats, and had excellent attitudes the entire time, even when we went well over the expected time range for this event. This project would not have been possible without their hard work. **Mike Huffman, Lee Smith, Adam Steurer, Mark Pomraning**

Ms. Cheryl Jones a Town Forest subdivision resident called to thank Chris, Miguel and Tony for taking time to dance and entertain her daughter while performing their normal duties. Ms. Jones daughter enjoys seeing the solid waste truck come by her house and this crew stopped what they were doing to brighten this little girl's day. **Chris Merbitz, Miguel Hernandez, Anthony Schaeffer**

The Fire department received a complaint from a business owner due to water from a fire hydrant damaging her flower bed. This damage was determined to be from the structure fire that occurred on 08-23-18 on Asheville Hwy. While laying the 5" supply line and bleeding off the hydrant, water had washed away some of the mulch in the flower bed. Chief Miller went to the business and spoke with the owner about the issue. Chief Miller took the initiative to go to Lowes, buy mulch and then went back to fix the bed. **James Miller**

There was a stranded motorist that was blocking a lane of traffic at the intersection of 1st and N. Grove. Jonathan was off the clock but he pulled over to ask the motorist if he needed assistance and then helped him push his car off the street to safety. Jonathan is always very helpful and polite to everyone. **Jonathan Owen**

On July 24, 2018 I was conducting a drug investigation that resulted in an arrest and seizure of drugs. The suspect and evidence were brought back to the police department. Without asking, Detective Cantwell took photographs, packaged and recorded all evidence on an evidence sheet while I was interviewing the suspect. Detective Cantwell also stayed late to make sure I did not need any other help in the event the interview gave intelligence that needed to be acted upon. This is the second time Detective Cantwell has done this and it has not gone unnoticed and is much appreciated. **Robert Cantwell**

Justin Ward and Paul Kaplan have been attending MDA Camp for years to serve and help those in need. While at the camp these two gentleman are assigned to a camper who has some type of disability. They are basically "parents" for the week and help their assigned camper have a great time and enjoy a week of fun and excitement. This is a challenging week for both members. They never complain and they go above and beyond to represent Hendersonville at MDA camp. **Justin Ward, Paul Kaplan**

Tony took the time for the past month to show me how to do route "B", which I had never done in four years. He showed me the most efficient way in a very positive and professional manner. **Anthony Schaeffer**

## PAST MVPs 2018

On Wed. May 16th with both Spartanburg Hwy and Greenville Hwy impassable and very heavy traffic on the south end of town, Kyle and Adam recognized the need for additional traffic control at Main and Caswell and stopped their service truck, got out and helped secure the intersection and direct traffic until Public Works could arrive. They weren't asked, just saw a need and stopped to help what was a very difficult traffic jam. **Adam Rice, Kyle Kirchner**

On Wed. May 16th, Lt Dale Patton and Officer Michele Hoyle were working the flooded intersection of Spartanburg Hwy and Greenville Hwy. Not only were they helping with directing traffic but they went WAY above the call of duty by wading out in waist deep water to secure barricades, assist PW with setting up barricades, and even pushing stranded vehicles out of the flooded intersection. They were repeatedly in and out of the water for hours and had an upbeat and positive attitude the whole time. **Michele Hoyle, Dale Patton**

Travis took the initiative to develop an interactive map for the water and sewer CIP projects. This map provides timely and up to date information to water and sewer stakeholders. It was very well received by the Water and Sewer Advisory Council and clearly shows our local government and private sector partners the level of professionalism within the City of Hendersonville Team. Another job well done by Travis Penland. **Travis Penland**

The Boys and Girls Club could not start their three buses due to the cold temperatures. The Club reached out to the City for help so Larry Mundy asked Jesse Anders to go over to the club and help get their buses started. Jesse had to quick charge the batteries on all three buses for a while in order to get the three buses running. **Larry Mundy & Jesse Anders**

**Susan Frady** (see below)

Joe Sanders  
206 Ewarts Hill Rd.  
Hendersonville, NC 28739  
828.243.6732

Flooding behind the Duncraggen Condominiums is a concern. There have been numerous occasions when Susan has exemplified the spirit and professionalism of the Staff of the City of Hendersonville. On or about July 8, 2017 Hendersonville experienced an unusually heavy rain. I witnessed Susan checking on the level of flooding behind the Duncraggen condominiums. When I spoke with Susan she offered that she was concerned about the stream flooding the condos and causing damage to the units and was prepared to knock on doors to notify residents of the danger. But it was not this isolated case that raised my awareness of Susan's dedication. There were other heavy rains during the year that brought the stream level up to a dangerous level and Susan was there checking. After several of these events the bank eroded and the stream was getting dangerously close to the deck structures and condominium foundations. During the process of applying for permits to restore the stream bank Susan recognized that this project could be classified as a continuation of a project in 2011 where a different section of the stream bank had been rebuilt. While remaining within the requirements of the Army Corps of Engineers and the North Carolina Department of Environmental Quality Susan's advice and professionalism saved the residents of Duncraggen critical time, money, and quite possibly damage to deck structures and homes.

Over the MLK Weekend residents on Patton Street were faced with a significant water issue that resulted in the loss of water to their residence. This residence is occupied by disabled individuals. Even though it was a holiday weekend, Robert, Caleb, Richard and Tim worked most of the day and until 10:00 pm to fix the problem for these

residents. They also made sure that the residents were informed of their progress and ensured everyone had water before they left that night. **Robert Taylor, Richard Ledford, Tim Laughter, Caleb Smathers (citizen phone call)**



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** John Connet

**Department:** Administration

**Date Submitted:** 11/27/2018

**Presenter:** John Connet

**Date of Council Meeting to consider this item:** 12/6/2018

**Nature of Item:** Presentation Only

## Summary of Information/Request:

**Item #** 06b

This past September, we initiated a second session of the City of Hendersonville Academy (COHA). The goal of this program is to provide interested employees with a greater comprehension of City operations, services, programs, and monies to enhance their job performance and worth.

The topics were:

September 10 – Local government/ City organization (John Connet)

September 25 – Budget (Brian Pahle)

October 16 – Insurance (Mark Browder of Mark III)

October 30 – Local economy/growth (Brittany Brady, Partners for Economic Development) and Safety & Risk (Amy Whisnant, NCLM)

November 6 - Retirement (Jennifer Harrell and Deborah Rapetski, Prudential)

November 13 – Wrap Up (John Connet)

Thirteen employees participated.

Water & Sewer - Alan Bowen, Andy Brogden, Andrew Jones, Cindy Robertson

Finance - Courtney Bishop, Kimberley Bowman, Caitlin Elliott, Rebekah McCall, Jennifer Musselwhite

Police - Melissa Justus

Fire - Jared Morgan, Josh Poore

HR - Deanna Vanwyk

**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:** 11.27.18

**Presenter:** Kaye Youngblood/Ronnie Pepper

**Date of Council Meeting to consider this item:** 12.06.18

**Nature of Item:** Presentation Only

**Summary of Information/Request:**

**Item #** 06c

The Walk of Fame Committee will announce the "Class of 2019" honorees.

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

**Suggested Motion:**

N/A

**Attachments:**

N/A



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Susan Frady

**Department:** Development Asst Dept

**Date Submitted:** 11.27.18

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

**Date of Council Meeting to consider this item:** 12.06.18

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 07

At the August City Council meeting, the City Council discussed that some permitted uses within the CMU Central Mixed Use Zoning District may need to be changed to conditional uses. The proposed amendment does not add any new uses, or remove any existing uses, from the CMU zoning district. Several uses that are currently permitted uses are proposed to change to conditional uses.

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

## Suggested Motion:

Suggested motions are on page 5 of the memo.

## Attachments:

Memo  
Map

## MEMORANDUM

**TO:** Honorable Mayor and City Council  
**FROM:** Development Assistance Department  
**RE:** Text Amendment of Section 5-19 Central Mixed Use Zoning District  
**FILE #:** P18-24-ZTA  
**DATE:** November 27, 2018

### PROJECT HISTORY

At the August City Council meeting, the City Council discussed that some permitted uses within the CMU Central Mixed Use Zoning District may need to be changed to conditional uses. The proposed amendment does not add any new uses, or remove any existing uses, from the CMU zoning district. Several uses that are currently permitted uses are proposed to change to conditional uses.

The Board of Adjustment reviews conditional use permits. A quasi-judicial public hearing is required and abutting property owners are notified by mail. A complete site plan must be submitted and all requirements of the zoning ordinance must be met including: parking, buffers, street trees, streetscape design, etc. After the public hearing, and on consideration of the record, the Board of Adjustment will take action on the application, either denying it, approving it, or approving it subject to one or more reasonable and appropriate conditions.

The Board of Adjustment shall not approve an application for a conditional use permit, with or without conditions, unless it makes each of the following findings of fact: (1) the proposed use complies with the standards for such use contained in Article XVI; (2) the proposed use will not adversely affect the health or safety of persons residing or working in the neighborhood of such proposed use; and (3) the proposed use will not be detrimental or injurious to property or public improvements in the neighborhood of the proposed use.

Currently, site plans with structures up to 20,000 sq. ft. are reviewed by staff. Structures from 20,000 to 50,000 sq. ft. are reviewed by the Planning Board. Anything greater than 50,000 sq. ft. requires a rezoning to a conditional zoning district. Additionally, for development plans between 10,000 and 20,000 sq. ft. a sign, that is a minimum of 18 in. x 24 in., giving notice of receipt of a development application must be posted on the property for a minimum of 30 days with our contact information displayed.

Listed below are proposed changes to the Zoning Ordinance. Additions are underlined and deletions are ~~struck-through~~.

**Article IV Classifications of Uses.** The matrix shall be amended to reflect the following changes to Section 5-19-1 permitted uses and 5-19-2 conditional uses.

**Article V Zoning District Classifications Section 5-19 CMU Central Mixed Use Zoning District Classification**

**5-19-1 Permitted Uses:** The following uses are permitted by right in the CMU, Central Mixed Use Zoning District Classification, provided that they meet all requirements of this Section and all other requirements established in this Ordinance:

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

Accessory uses & structures

Adult care centers registered with the NC Department of Human Resources

Adult care homes

~~Animal hospitals & clinics so long as the use contains no outdoor kennels~~

~~Automobile car washes~~

~~Banks and other financial institutions~~

Bed & breakfast facilities

Bus stations

~~Business services~~

Child care homes

Congregate care facilities, subject to special requirements contained in Section 16-4, below

~~Construction trades facilities so long as the storage of equipment and materials is screened from view from public rights-of-way~~

~~Convenience stores with or without gasoline sales~~

Cultural arts buildings

Dance and fitness facilities

Dry cleaning and laundry establishments containing less than 2,000 ft<sup>2</sup> of floor area

~~Funeral homes~~

Garage Apartments

Home occupations

~~Hotels and motels~~

Laundries, coin-operated

~~Microbreweries, subject to special requirements contained in Section 16-4, below~~

Mobile food vendor, subject to special requirements contained in Section 16-4, below

Music and art studios

~~Newspaper offices and printing establishments~~

Nursing homes subject to special requirements contained in Section 16-4, below

~~Offices, business, professional and public~~

~~Parking lots and parking garages~~

Parks

~~Personal services~~

Planned residential developments (minor), subject to the requirements of Article VII, below

Progressive care facilities subject to special requirements contained in Section 16-4, below

~~Public & semi-public buildings~~

Recreational facilities, indoors

Religious institutions

~~Repair services, miscellaneous~~

Residential dwellings, single-family

Residential dwellings, multi-family

Residential dwellings, two-family

Rest Homes, subject to special requirements contained in Section 16-4, below

~~Restaurants~~

~~Retail stores~~

Schools, post-secondary, business, technical and vocational

Schools, primary & secondary

Signs, subject to the provisions of Article XIII

Telecommunications antennas, subject to special requirements contained in Section 16-4, below

~~Theaters, indoor~~

#### 5-19-2 Conditional Uses:

Animal hospitals & clinics so long as the use contains no outdoor kennels

Automobile car washes

Banks and other financial institutions

Business services

Child care centers

Civic clubs & fraternal organizations

Construction trades facilities so long as the storage of equipment and materials is screened from view from public rights-of-way

Convenience stores with or without gasoline sales

Funeral homes

Hotels and motels

Microbreweries, subject to special requirements contained in Section 16-4, below

Newspaper offices and printing establishments

Offices, business, professional and public

Parking lots and parking garages

Personal services

Private clubs

Public & semi-public buildings

Public Utility Facilities

Repair services, miscellaneous

Restaurants subject to special requirements contained in Section 16-4, below

Retail stores

Theaters, indoors

Vehicle repair & service, without outdoor operations

**PLANNING BOARD RECOMMENDATION**

The Planning Board discussed this matter at its regular meeting of October 8, 2018. The Planning Board voted unanimously not to recommend that City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance Section 5-19-1 CMU Permitted Uses and 5-19-2 CMU Conditional Uses.

The Planning Board discussed the quasi-judicial hearing process for the Board of Adjustment and the extra time that it would take to construct just a small office or building. The Planning Board recommended that staff review this and come back with a different recommendation.

**ZONING ORDINANCE GUIDELINES**

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

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

## **SUGGESTED MOTIONS**

### **For Recommending Approval:**

I move that City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance Section 5-19-1 Permitted Uses and 5-19-2 Conditional Uses.

### **For Recommending Approval With Modifications:**

I move that City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance Section 5-19-1 Permitted Uses and 5-19-2 Conditional Uses with the following modifications.

**[PLEASE STATE THE MODIFICATIONS AND YOUR REASONS]**

### **For Recommending Denial:**

I move that City Council not adopt an ordinance amending the City of Hendersonville Zoning Ordinance Section 5-19-1 Permitted Uses and 5-19-2 Conditional Uses.

**[PLEASE STATE YOUR REASONS]**

## AN ORDINANCE AMENDING SECTION 5-19 CMU CENTRAL MIXED USE ZONING DISTRICT

**WHEREAS**, the General Assembly of the State of North Carolina has granted authority to municipalities to adopt, administer and enforce zoning and subdivision regulation ordinances, building codes, and minimum housing standards and other related measures, and

**WHEREAS**, the General Assembly of the State of North Carolina has granted authority to municipalities to amend, supplement, change, modify or repeal zoning regulation ordinances, and

**WHEREAS**, the City of Hendersonville understands the need to encourage redevelopment and revitalization of the community, and

**WHEREAS**, the City of Hendersonville desires to amend those regulations with regards to permitted uses and conditional uses within the CMU, Central Mixed Use Zoning District

NOW, THEREFORE, be it ordained by the City Council of the City of Hendersonville:

1. Article V Zoning District Classifications, Section 5-19-1 CMU Central Mixed Used Zoning District Permitted Uses is hereby amended to remove the following uses:

- Animal hospitals & clinics so long as the use contains no outdoor kennels
- Automobile car washes
- Banks and other financial institutions
- Bus stations
- Business services
- Construction trades facilities so long as the storage of equipment and materials is screened from view from public rights-of-way
- Convenience stores with or without gasoline sales
- Funeral homes
- Hotels and motels
- Microbreweries, subject to special requirements contained in Section 16-4, below
- Newspaper offices and printing establishments
- Offices, business, professional and public
- Parking lots and parking garages
- Personal services
- Public and semi-public buildings
- Repair services, miscellaneous
- Restaurants
- Retail stores
- Theaters, indoor

2. Article V Zoning District Classifications, Section 5-19-2 CMU Central Mixed Used Zoning District Conditional Uses is hereby amended to include the following uses:

- Animal Hospitals & clinics so long as the use contains no outdoor kennels
- Automobile car washes
- Banks & other financial institutions
- Bus stations
- Business services
- Construction trades facilities
- Convenience stores with or without gasoline sales
- Funeral homes
- Hotels & motels
- Microbreweries, subject to special requirements contained in Section 16-4, below
- Newspaper & Printing companies
- Offices, business, professional & public
- Parking lots and parking garages
- Personal services
- Public & semi-public buildings
- Repair services, miscellaneous
- Restaurants
- Retail stores
- Theaters, indoors

3. Any person violating the provisions of this ordinance shall be subject to the penalties set forth in Section 9-8 of the Zoning Ordinance.
4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.
5. If any section, subsection, paragraph, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.
6. The enactment of this ordinance shall in no way affect the running of any amortization provisions or enforcement actions, or otherwise cure any existing zoning violations.
7. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Barbara Volk, Mayor

Attest:

\_\_\_\_\_  
Tammie K. Drake, CMC, City Clerk

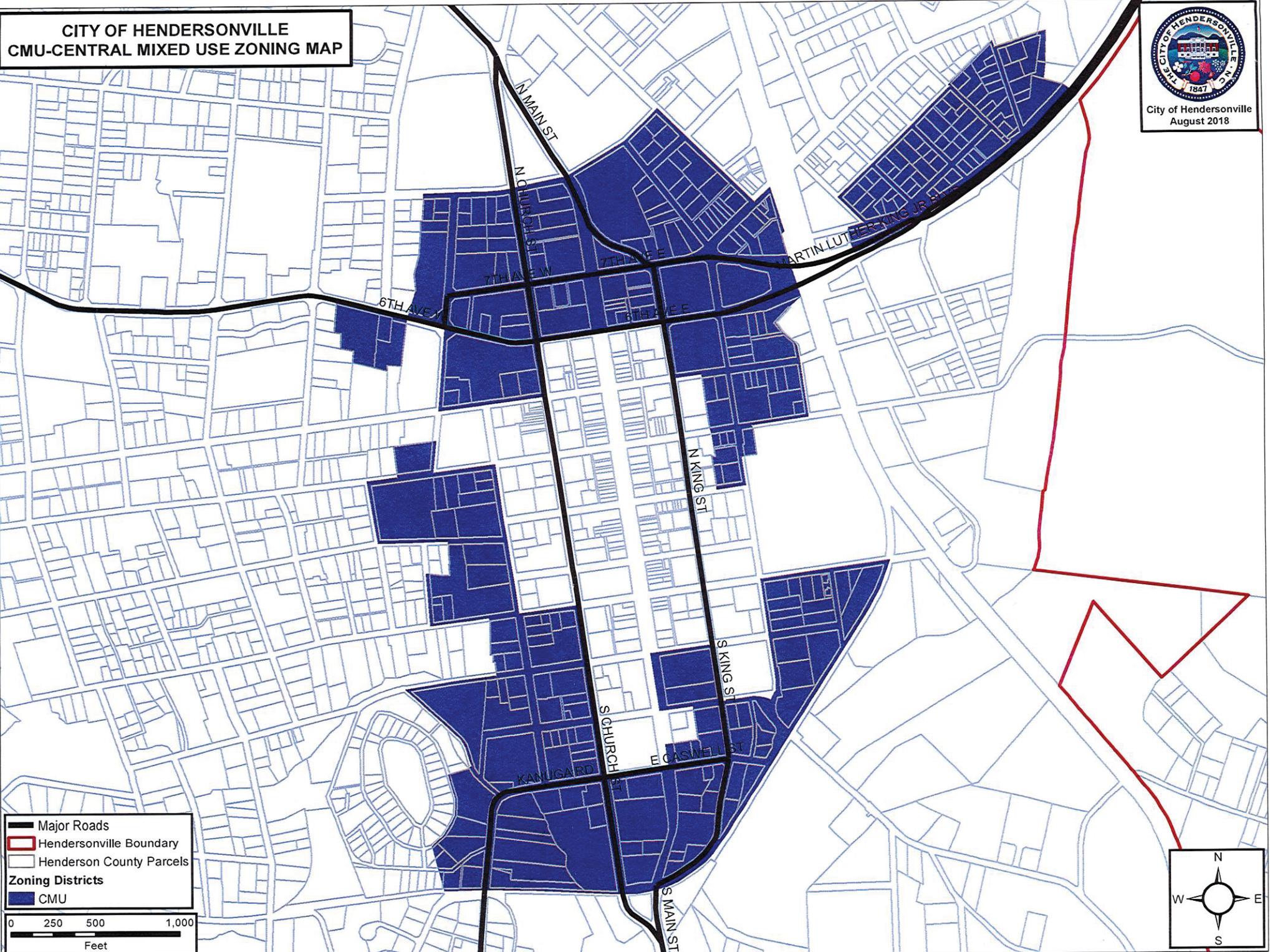
Approved as to form:

\_\_\_\_\_  
Samuel H. Fritschner, City Attorney

# CITY OF HENDERSONVILLE CMU-CENTRAL MIXED USE ZONING MAP



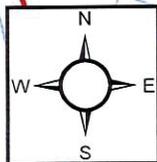
City of Hendersonville  
August 2018



**Major Roads**  
— Hendersonville Boundary  
— Henderson County Parcels

**Zoning Districts**  
■ CMU

0 250 500 1,000  
Feet





# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Susan G. Frady

**Department:** Development Asst Dept

**Date Submitted:** 11.16.18

**Presenter:** Daniel Heyman, Planner

**Date of Council Meeting to consider this item:** 12.06.18

**Nature of Item:** Council Action

**Summary of Information/Request:**

**Item #** 08

The City of Hendersonville is in receipt of an application to amend a Special Use Permit from Jennifer Paquin with PB2 Architecture and Engineering representing Wal-Mart Estate Business Trust, to change the exterior color of the Wal-Mart building located at 250 Highland Square Drive. The proposed change is to add blue accents. The previously approved Special Use Permit allowed only "earth tones."

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 Page 3 of the Memorandum.

- Attachments:**
- Memo
  - Map
  - Perspective Comparison

## **M E M O R A N D U M**

**TO:** Honorable Mayor & City Council

**FROM:** Development Assistance Department

**RE:** Wal-Mart Special Use Permit Amendment

**FILE #:** P18-27-SUR

**DATE:** December 6, 2018

### **PROJECT DESCRIPTION**

The City is in receipt of an application to amend a Special Use Permit from PB2 Architecture and Engineering, on behalf of Wal-Mart Real Estate Business Trust, to change the exterior color of the Wal-Mart retail store located at 250 Highland Square Drive. The previously approved special use permit required the exterior color to be “earth tones.”

The project was originally approved by City Council at their regular meeting on July 6, 2000. On October 5, 2000 City Council held a special meeting to discuss and review the architectural plans submitted by Wal-Mart. City Council agreed that canopies, indentations, and earth tone colors would enhance the appearance of the building. City Council held another special meeting on November 9, 2000 to discuss the architectural changes Wal-Mart proposed to address comments at the October 5, 2000 Council meeting. Wal-Mart indicated that earth tone colors would be utilized on the building.

On September 13, 2006 Wal-Mart submitted a request to modify the approved final site plan by changing the exterior color of the building to an alternate earth tone. The modification was considered minor and therefore was only subject to City Manager approval as per Section 7-6-2 of the Zoning Ordinance. The request was approved by the City Manager on September 15, 2006 for the earth tone colors shown on building elevations dated August 18, 2006. The City Manager approved a second request to modify the exterior color of the Wal-Mart building on February 7, 2012, since it was found to be in compliance with City Council requirement of an earth tone color as shown on the building elevations dated February 1, 2012.

Generally, minor modifications to approved Final Site Plans are only subject to staff review and approval. However because the applicant has proposed a non-earth tone exterior building color scheme, an amended Special Use Permit approved by City Council is required.

### **PLAN REVIEW**

#### **General**

The project is located on parcel 9579-59-0614 and is approximately 29.32 acres. The previously approved 230,919 sq.ft. building is complete. The subject area is currently zoned PCD, Planned Commercial Development. An aerial map of the existing site can be found on

page 6 and the proposed exterior color change plan can be found on page 7.

### **Architectural Design**

The previously approved plans were to utilize earth tone colors to the exterior of the building, as directed by City Council on October 5, 2000 and agreed upon by the developer on November 9, 2000. This included canopies, indentations, and exterior façade.

The applicant is requesting to change the exterior color of Wal-Mart to a shade of blue that is not an earth tone color.

### **ANALYSIS**

This is a previously approved and completed project thus City Council has determined this project has met the requirements set forth in Section 7-4-10.1 of the Zoning Ordinance as adopted at the time of approval.

### **NEIGHBORHOOD COMPATIBILITY**

**A neighborhood compatibility meeting concerning the application was held on October 29, 2018. Notice was provided by U.S. mail to the owners of record of all property situated within 400 feet of the subject property.**

**No members of the general public attended the meeting.**

**A copy of the neighborhood compatibility report accompanies this memorandum.**

### **PLANNING BOARD**

The Planning Board took this matter up at its regular meeting on November 19, 2018. The Planning Board voted unanimously to recommend City Council approve the application for an Amended Special Use Permit to change the exterior color of the Wal-Mart retail store according to the "perspective comparison" dated September 25, 2018. This approval is subject to the limitations and conditions specified on the Published List of Uses and Conditions.

## **SUGGESTED MOTIONS**

### **Special Use Permit Amendment**

#### **Recommend Approval:**

I move that City Council approve the application from PB2 Architecture and Engineering, on behalf of Wal-Mart, to amend the Special Use Permit to allow the requested exterior color change as shown on the “perspective comparison” dated September 25, 2018, subject to the limitations and conditions specified on the published List of Uses and Conditions.

**[PLEASE STATE YOUR REASONS]**

#### **Recommend Denial:**

I move that City Council not approve the application from PB2 Architecture and Engineering on behalf of Wal-Mart to amend the Special Use Permit.

**[PLEASE STATE YOUR REASONS]**

**IN RE: Wal-Mart Color Change (File # P18-27-SUR)**

**List of Uses & Conditions**

**I. Stipulated Uses:**

**Only the following uses are authorized for the referenced development:**

Retail Stores

**II. Conditions:**

**(1) Must Be Satisfied Prior to Issuance of Special Use Permit:**

None

**(2) Shall Be Attached to the Special Use Permit:**

No approval for future color changes shall be required.

Wal-Mart Real Estate Business Trust

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

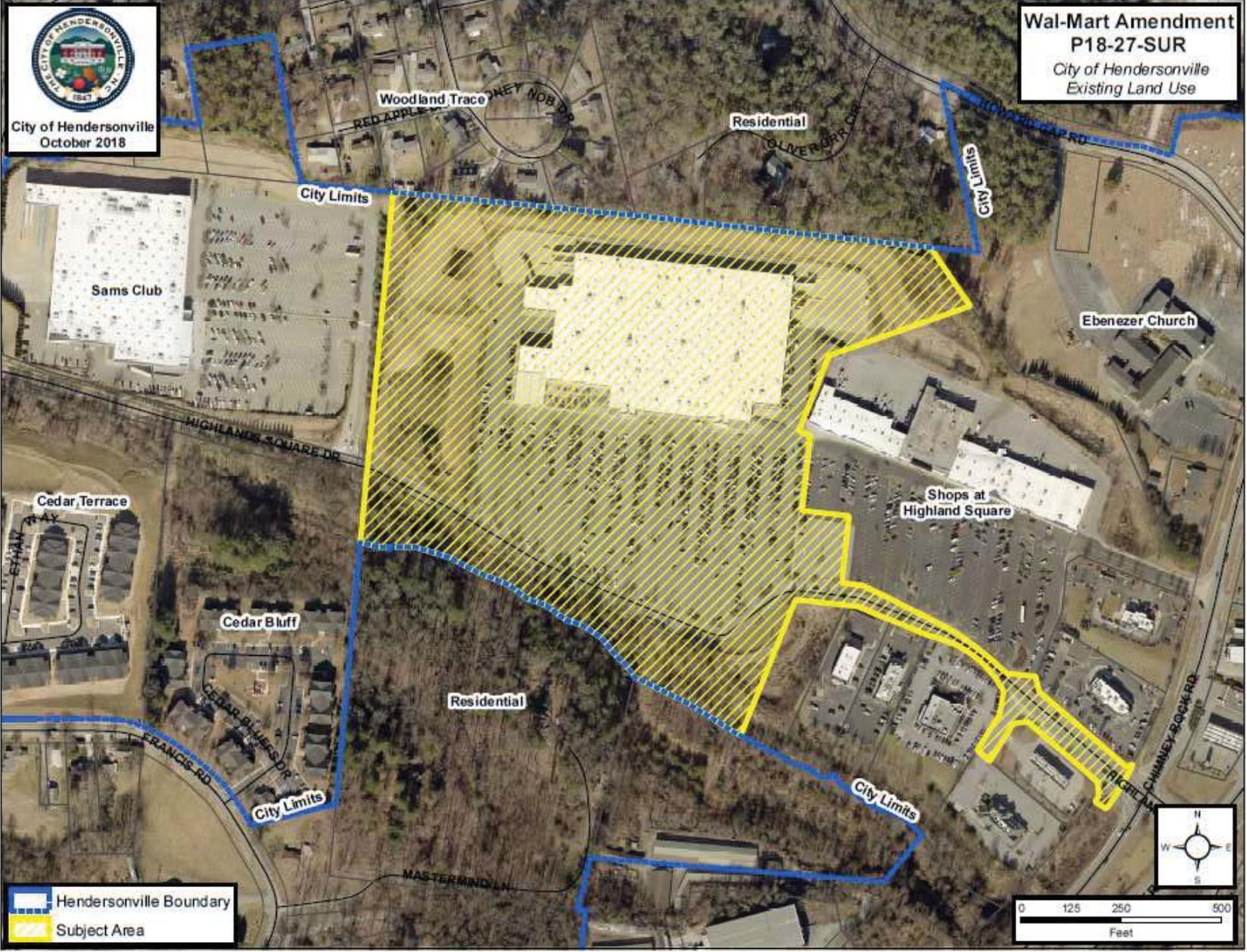
Date: \_\_\_\_\_

Planning Director's Report  
Neighborhood Compatibility Meeting  
Application for an Amendment to a Special Use Permit  
Wal-Mart Color Change #P18-27-SUR  
Monday, October 29, 2018 2:00 p.m.

Daniel Heyman, Planner, convened the compatibility meeting at 2:00 pm in the Assembly Room of the City Operations Center. The following were in attendance:

<i>Name</i>	<i>Address</i>	<i>Name</i>	<i>Address</i>
Jim Gallagher (for applicant)	2809 ajax avenue suite 100 Rogers, Arkansas 72758	Daniel Heyman, Staff	100 N. King Street
Susan Frady, Staff	100 N. King Street	Terri Swann, Staff	100 N. King Street

As no one was in attendance for questions or comments, Mr. Heyman, closed the meeting at 2:15 p.m.





Proposed Front Perspective



Existing Front Perspective

pb2 architecture  
+engineering

September 25, 2018

Walmart Hendersonville NC #01242

AHJ SUBMITTAL -  
PERSPECTIVE COMPARISON

2

REPRESENTATION ONLY. NOT FOR CONSTRUCTION. All images shown are a representation of the design intent and may not portray the final design. Colors, materials, or a change within that is not visible in the rendering may occur. Final design is subject to change. © 2018 pb2 architecture + engineering. All rights reserved. Reproduction of this document is prohibited without the prior written consent of pb2 architecture + engineering.

## **APPEAL OF DEVELOPMENT DECISIONS**

Section 7-13 of the Zoning Ordinance outlines the process for appeal of development decisions by City Council. The following Sections of the Zoning Ordinance apply specifically to Special Use Review:

**Section 7-13-2 (b): Preliminary site plans.** Decisions of the City Council regarding appeals from development decisions concerning applications for preliminary site plan approval may be appealed to the Superior Court by any aggrieved party. Such appeals shall be in the nature of certiorari and must be filed within 30 days after the filing of the decision in the office of the City Clerk or after a written copy thereof is delivered to every aggrieved party who has filed a written request for such copy with the Clerk at the time of the hearing, whichever is later. The copy of the decision of the Council may be delivered to aggrieved parties either by personal service for by registered mail or certified mail return receipt requested.

**Section 7-13-2 (d): Special use review.** Judicial review of decisions regarding applications processed under the provisions of special use review, established in Section 7-4, above, require special treatment due to the fact that they involve two separate applications which, though processed simultaneously, require Council to make two separate decisions exercising two different types of decision-making authority. One application requests enactment of an ordinance amending the Official Zoning Map, and the other requests issuance of a special use permit. The first application involves a legislative decision on the part of Council, and the second a quasi-judicial decision. The quasi-judicial decision, that is, the one concerning the application for a special use permit, may be appealed to the Superior Court by any aggrieved party in the manner prescribed in paragraph b), above. Such appeal shall be in the nature of certiorari. The legislative decision, which is the one concerning the request for rezoning, may be contested, in accordance with NCGS Section 160A-364.1, by a cause of action commenced within two months of the date of the decision.

The validity of the ordinance may be challenged in accordance with North Carolina General Statute Section 160A-364.1.

### **§ 160A-364.1. Statute of limitations.**

A cause of action as to the validity of any zoning ordinance, or amendment thereto, adopted under this Article or other applicable law shall accrue upon adoption of the ordinance, or amendment thereto, and shall be brought within two months as provided in G.S. 1-54.1. (1981, c. 891, s. 3; 1995 (Reg. Sess., 1996), c. 746, s. 7.)



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Lew Holloway

**Department:** Downtown

**Date Submitted:** 11/26/2018

**Presenter:** Lew Holloway

**Date of Council Meeting to consider this item:** 12/6/2018

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 09

Each year Community Development Block Grants (CDBG) provide funding to local governments for critically-needed community improvement projects throughout the state to assist with community development projects that serve low- and moderate-income persons. The purpose of this public hearing is to receive citizen input as to the needs of low- and moderate-income residents and neighborhoods within the City of Hendersonville, NC. Based on the needs identified, the City may be eligible to apply for CDBG funds to address those needs.

If the City chooses to apply for any CDBG funds during 2019 a second public hearing will be held directly concerning that application and specific project.

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

## Suggested Motion:

Attachments:



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** John Connet

**Department:** Admin

**Date Submitted:** 11/26/2018

**Presenter:** Brittany Brady

**Date of Council Meeting to consider this item:** 12/6/2018

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 10

Henderson County Partnership for Economic Development (Partnership) President Brittany Brady will update City Council on economic development activities in Hendersonville and Henderson County. The Partnership has been working to update their Economic Development Assistance Guidelines and is requesting that the City Council approve the new guidelines.

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 updated Economic Development Assistance Guidelines.

## Attachments:

Economic Assistance Timeline  
Economic Assistance Guidelines

## Henderson County Economic Assistance Timeline

Henderson County has adopted guidelines to promote diversified economic development, encourage growth in property tax base, improve recruitment of business and industry, enhance job creation, and to continue Henderson County's ability to function as a local center of commerce and industry. All economic development assistance is offered at the discretion of the Henderson County Board of Commissioners ("the Board"). To be considered for assistance, companies must follow the outline process.

1. Meet with the Henderson County Partnership for Economic Development ("The Partnership") to discuss the project. Completion of the project summary form will be required to start the process.
2. Upon completion of the summary form, the Partnership will present the project to the Board at Closed Session and discuss project parameters including job creation, wages and total investment.
3. Following closed session, the Project Public Hearing must be set during the Board's meeting. The Board historically meets the first Monday and third Wednesday of each month.
4. A notice of public hearing must be published in the newspaper 10 days before the Public Hearing.
5. The project under consideration must be presented at Public Hearing. At that time the Board will take action on whether or not incentives will be granted.
6. Within 90 days of the Public Hearing, the Company and the Chair of the Board must sign and execute Economic Development Assistance Agreements.

# CONFIDENTIAL

## Henderson County Economic Development Assistance Project Summary

---

Project Name

Company  
Name

Date

---

Project Information	
Company Description	
Project Scope	
Project Location	
Existing or New Company	
Number of Total Jobs	
Number of New Jobs	
Average Annual Wage	
Total Real Property Investment	
Total Business Personal Property Investment	
Other areas in consideration	

I certify that that without County assistance, Henderson County would be at a relative competitive disadvantage in obtaining the project.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

### **Economic Development Assistance Guidelines**

The following guidelines are adopted to promote diversified economic development, encourage growth in the property tax base, improve recruitment of business and industry, enhance job creation, and to continue Hendersonville 's ability to function as a local center of commerce and industry. All economic development assistance is offered at the discretion of the City of Hendersonville Council ("the Board").

Investment Grants will be based on the increase in tax value of all real property, machinery and improvements above the base year prior to investment, and upon growth (or in rare cases, maintenance) of employment numbers of high-quality jobs. No grant will be given to a company that would reduce their tax payment or employment total to an amount lower than the previous tax year.

#### 1) General Information and Requirements

- a) Companies that seek economic development assistance must submit a project summary application. The application must be complete, with firm numbers for investment, job creation and wages.
- b) The Board will hold a public hearing prior to agreeing to provide any incentive grants. The public hearing will be the subject of a notice, which will be published at least ten (10) days prior to the hearing. The application numbers for the project (investment type and amount, jobs and wages) will be published in the notice of the public hearing. If it so desires due to competitive pressures, the company can remain anonymous at this stage. The possible incentive grants listed in the notice of public hearing will serve as the maximum for such grants in any agreement entered by the company and the City (see below).
- c) Projects must neither have started construction nor been publicly announced prior to consideration of the application.
- d) Economic development incentive grants must comply with the N.C. Gen. Stat. §158-7.1 and other applicable general statutes.
- e) In order to receive development incentives, the company must enter into a binding economic development and incentives agreement with the City ("the agreement"), which will include requirements for the timely performance by the company of the agreement's requirements (as noted in the notice of the public hearing), and penalties for non-performance.
- f) The recipient must demonstrate compliance with all agreement criteria prior to receiving assistance, and must certify that in the absence of grants, the location of the proposed project within the City of Hendersonville would be at a competitive disadvantage.
- g) Leased real properties may qualify if the applicant will enter into a binding lease that exceeds the length of the period for which grant payments will be made under the agreement.
- h) Economic development assistance under these guidelines is limited to new businesses and existing businesses undertaking expansions.
  - i) Assistance under these guidelines will not be awarded to existing businesses contemplating shifting locations within the City.
  - ii) An exception may be provided to this provision for business retention activities as described in paragraph 4), below.

- i) There is no right or entitlement to economic development assistance. All such grants are made at the discretion of the Board.
- j) All statements herein are guidelines and are not intended to limit the discretion of the Board under N.C. Gen. Stat. §158-7.1 and other applicable laws.

2) Project Requirements:

- a) The City may consider providing economic development grants for industrial projects that meet the following criteria:
  - i) Net minimum capital investment of \$1,500,000 or more measured by an increase in the property tax assessment;
  - ii) The project must create full-time jobs that pay wages at or above the median industrial wage for Henderson County as listed annually by the North Carolina Department of Commerce Finance Center and provide health insurance and other benefits at a level commensurate with the averages of Henderson County manufacturing industry.
  - iii) Economic development grants for industries may be made in annual payments for up to five (5) years for projects where expenditures increasing the value of real property within the City do not make up at least one-fourth( $\frac{1}{4}$ ) of the total expenditures agreed to by the company, and up to seven (7) years for projects where expenditures increasing the value of real property within the City do make up at least one-fourth( $\frac{1}{4}$ ) of the total expenditures agreed to by the company. The maximum size of the annual grant will be determined as stated below.
  - iv) "Industrial projects" include corporate headquarters and research and development facilities that qualify under the requirements of Article 3J of Chapter 105 of the North Carolina General Statutes.
- b) The City may consider providing economic development grants to non-industrial projects that meet the following criteria:
  - i) The project must create new full-time jobs that pay wages at or above the median industrial wage for Henderson County as listed annually by the North Carolina Department of Commerce Finance Center and provide health insurance and other benefits at a level commensurate with Henderson County manufacturing industry.
  - ii) The projects must increase the assessed value of real property by no less than \$1,500,000.
  - iii) Non-industrial economic development grants may be made in annual payments for up to five (5) years to projects that meet these criteria. The maximum size of the annual grant will be determined as stated below.
  - iv) Non-industrial projects include professional offices, health care services, back office operations, but exclude residential projects. The following uses are not eligible for grants under this policy: cemeteries, golf courses, public utility uses, resource recovery facilities, adult uses, private clubs, agricultural uses, abattoirs, mining, landfills, residential uses and telecommunications towers. Mixed-use projects are eligible, but any residential element must have its portion of the investment subtracted from the calculations of tax value. The residential portion of the project maybe eligible for other grants for the creation of opportunities for home ownership.

- 3) Grants: Project grants are generally made in annual payments in an amount and for a period as determined in this policy. No payment may be made until the applicant demonstrates compliance with all terms of the agreement. Should any applicant fail to comply with conditions agreed to in the incentives agreement, the applicant shall refund all incentive payments to the City.
- a) Average grant length, up to the maximum lengths stated in paragraphs 2)a)iii) and 2)b)iii), shall be four (4) years for industrial projects, and three (3) years for non-industrial projects.
  - b) Grant amounts for each project are determined in the discretion of the Board. However, it is anticipated that maximum grant amounts for projects will vary directly with the number of jobs created or retained directly as a result of the project, on the following schedule:

Number of Jobs Created	Points
5-25	20
26-49	30
50-75	40
76-149	50
150+	60

Wages *Wage data to be updated annually	Points
100% of Average	20
105% of Average	30
110% of Average	40
120% of Average	50
150% of Average	60

Total Points = Percentage of each year's property taxes generated as a result of the project for which the incentives are granted (for each year for which incentives are granted by the Board).

- 4) Business Retention Incentives. The City may consider in rare cases providing incentives to retain business and industry under certain conditions. The intent of these incentives is to provide a tool for the City to retain significant tax base and employment in the event of a critical and potentially catastrophic business or industrial closing. Grants cannot be used to subsidize or artificially sustain businesses and industries when job losses or closings appear inevitable. Grants or loan funds under this program are intended to benefit the City, its employees and citizens by increasing worker education, worker and company productivity and long-term industry competitiveness on a global basis. These incentives may not be used to protect companies from local business competition.
- a) Retention incentives may be used for the following purposes:
    - i) Employee training.
    - ii) Improving public infrastructure.
    - iii) Modernization of plant or equipment.
  - b) Funding may be provided in the form of a loan or annual grants.
  - c) Conditions of approval include commitment to maintain or increase levels of employment and tax base throughout the period agreed to in the incentives agreement.
  - d) Asset purchases of existing companies already paying taxes in Hendersonville do not qualify.

- e) The recipient must agree to participate in public information programs about all modernization and employee training efforts in order to share information concerning successes in making local industries more competitive in the global economy.

\*Wage data to be updated annually

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

City of Hendersonville Council

By: \_\_\_\_\_  
Barbara Volk, Mayor

Attest:

\_\_\_\_\_  
Secretary to the Board

2018 Wage Standards

<b>Wages</b> *Wage data to be updated annually	<b>Points</b>
100% of Median (\$37,470)	20
105% of Median (\$39,343)	30
110% of Median (\$41,217)	40
120% of Median (\$44,969)	50
150% of Median (\$56,205)	60



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Brent Detwiler

**Department:** Engineering

**Date Submitted:** 11/16/18

**Presenter:** Brent Detwiler

**Date of Council Meeting to consider this item:** 12/6/18

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 11

Northside Water System Improvements Project State SRP Loan Offer Acceptance:

In 2017 City staff and their consultant, McKim & Creed, pursued funding through the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure for the Northside Water System Improvement project (DWI Project No. H-SRP-D-17-0132) and were later informed that the project application was accepted. During subsequent discussions City Council decided to move forward with design of the project, and staff has been working with McKim & Creed to complete the project design according to NCDEQ's time line. We recently received the attached State Reserve Loan offer letter from NCDEQ. The term of the loan is described therein. NCDEQ requires a resolution by City Council accepting the loan offer.

Budget Impact: \$ 2,617,500.00 Is this expenditure approved in the current fiscal year budget?  Yes If no, describe how it will be funded.

## Suggested Motion:

I hereby authorize the Mayor to execute a resolution accepting the State Reserve Loan offer of \$2,617,500.00 from the North Carolina Department of Environmental Quality for the Northside Water System Improvements Project and authorize the City Manager to execute the funding offer and other required documents for the same project.

## Attachments:

10/12/18 Offer and Acceptance Letter and Attachments from NCDEQ

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

- WHEREAS,** the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and
- WHEREAS,** the North Carolina Department of Environmental Quality has offered a State Reserve Loan in the amount of \$2,617,500.00 for the construction of the Northside Water System Improvements Project, and
- WHEREAS,** the City of Hendersonville intends to construct said project in accordance with the approved plans and specifications,

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

That City of Hendersonville does hereby accept the State Reserve Loan offer of \$2,617,500.00.

That the City of Hendersonville does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the loan offer, Section II - Assurances will be adhered to.

That John Connet, City Manager, 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 City of Hendersonville 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 Sixth day of December, 2018 at Hendersonville, North Carolina.

\_\_\_\_\_  
Barbara G. Volk, Mayor

Attest:

\_\_\_\_\_  
Tammie K. Drake, City Clerk



NORTH CAROLINA  
Environmental Quality

ROY COOPER  
Governor

MICHAEL S. REGAN  
Secretary

Kim H. Colson  
Director

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

October 12, 2018

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

SUBJECT: Offer & Acceptance for State SRP Loan  
DWI Project No. H-SRP-D-17-0132  
Northside Water System Improvements  
Hendersonville, NC

Dear Mr. Connet:

The City of Hendersonville has been approved for a State (SRP) loan and grant from the Water Infrastructure Fund in the amount of **\$2,617,500**. This project may be funded with bond proceeds pursuant to S.L. 2015-280. Therefore, the applicant must adhere to the Division's procedures for federal tax compliance. Accordingly, enclosed are two (2) copies of an offer-and-acceptance document, extending a State Reserve Loan in the amount of \$2,617,500. This offer is made by the Division of Water Infrastructure (DWI), subject to the assurances and conditions set forth in the enclosed offer-and-acceptance document. Funds will not be disbursed unless this offer is accepted.

Priority for obtaining this State Funding was based on the entire scope of this project. *Therefore, City must complete the project as defined in their application for funding.*

Upon your acceptance, please submit the following items to Mark Hubbard, Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633, within forty-five (45) days of receipt of this offer:

1. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein;



2. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances for State Projects". **Please retain the second copy for your files.**
3. Federal Identification Number and DUNS # of the Recipient (Memo attached)
4. Sales Tax Certification (attached)
5. Federal Tax Compliance Questionnaire and Certification regarding tax compliance for projects funded with proceeds from the NC Connect Bond Act of 2015 (attached). Note there is a continued compliance procedure outlined in the instructions with the questionnaire.

Once construction of the subject project has commenced, the enclosed "reimbursement request form" must be completed and submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed.

In addition, a memorandum requesting your federal identification number has been included with this offer of funding. You must complete and submit this form no later than the time when you choose to submit your first request for reimbursement.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of State Loan funds, made available by the North Carolina Water Infrastructure Fund. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this letter, please contact Mark Hubbard, DWI's Grant Management Unit Supervisor, at 919.707.9162.

Sincerely,



Kim H. Colson, P.E., Director  
Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document (2 copies)  
Resolution by Applicant's Governing Body to Accept an Offer of Funding  
Fed ID/DUNS No. Request Memo  
Sales-Tax Certification Form  
Federal Tax Compliance Questionnaire and Instructions for Connect NC Bonds  
State Reserve Funds Guidance Document  
Reimbursement Request Form

CC: Donald J. Hamburger, PE, McKim & Creed, Inc., Charlotte, NC  
FILE: SRP Funding Commitment



**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE**

**Funding Offer and Acceptance**

**Legal Name and Address of Award Recipient**

City of Hendersonville  
145 Fifth Avenue East  
Hendersonville, North Carolina 28792

**Project Number:**

**H-SRP-D-17-0132**

<b>Drinking Water</b>	<input checked="" type="checkbox"/>	<b>Additional Amount for Funding Increases</b>	<b>Previous Total</b>	<b>Total Offered</b>
<b>Wastewater</b>	<input type="checkbox"/>			
State Revolving Fund (SRF)	<input type="checkbox"/>			
State Reserve Loan (SRP)	<input checked="" type="checkbox"/>			\$2,617,500
State Reserve Grant (SRP)	<input type="checkbox"/>			
State Emergency Loan (SEL)	<input type="checkbox"/>			
Asset Inventory & Assessment Grant (AIA)	<input type="checkbox"/>			
Merger/Regionalization Feasibility Grant (MRF)	<input type="checkbox"/>			

**Project Description:**

Northside Water System Improvements: Construction of a new 1-Mgal glass-fused-to-steel ground storage tank and related appurtenances adjacent to an existing ground storage tank to be demolished. Construction of a new 1,750-gpm booster pump station with approximately 2,000 feet of 8-inch diameter suction and discharge piping, an emergency power generator, and related appurtenances

**Total Financial Assistance Offer:**

**\$2,617,500**

**Total Project Cost:**

**\$ 2,617,500**

**Estimated Closing Fee\*:**

**\$ 52,350**

*For Loans*

**Principal Forgiveness:**

**\$ \_\_\_\_\_**

**Interest Rate:**

**1.82% Per Annum**

**Maximum Loan Term:**

**20 Years**

*\*Estimate closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Kim H. Colson, P.E., Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality**

 Signature	10/8/18 Date
--	-----------------

On Behalf of:

**City of Hendersonville**

Name of Representative in Resolution:

John F. Connet

Title (Type or Print):

City Manager

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature	Date
-----------	------

**STANDARD CONDITIONS & ASSURANCES FOR STATE RESERVE PROJECTS**

1. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for sub agreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
2. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
3. The recipient acknowledges that in the event a milestone contained in the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
4. The Applicant is responsible for paying for the costs ineligible for State funding.
5. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
6. As of the acceptance of this Funding Award Offer, steps A-D in the Funding Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the Funding Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the Funding Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, reimbursements, closeout and repayment.
7. The Applicant will provide and maintain adequate engineering supervision and inspection.
8. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and will be retained and made available for a period of at least three years following completion of the project.
9. All State funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
10. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
11. This project may be funded with bond proceeds pursuant to S.L. 2015-280. Therefore, the applicant must adhere to the Division's procedures for federal tax compliance for projects receiving bond proceeds pursuant to S.L. 2015-280 Connect NC Bond Act of 2015, which assures that the infrastructure will not be used or operated in a way that would create private business use, unless such use or operation is approved by the State.

**Acknowledgement of Standard Conditions and Assurances**

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, representations, and statements made in all documents, and communications filed with the Department of Environmental Quality in support of its request for financial assistance will be fulfilled.

Signature .....

.....  
Date

## **Connect North Carolina Bonds**

### **Federal Tax Compliance Questionnaire and Certifications Instructions**

If you are receiving this information on federal tax compliance for the Connect NC bonds, your project is funded by the Connect NC bonds. As part of the bond assurances, the state has developed procedures to ensure bond funds meet all federal requirements for tax exemption. Recipients of these funds will be required to submit the documents detailed below. The following documents comprise the Department of Environmental Quality, Division of Water Infrastructure's, Federal Tax Compliance Procedures. Separate forms must be completed for each project funded with a Connect NC bond loan or grant undertaken by a local government unit.

- Exhibit A, Questionnaire for Federal Tax Compliance
- Exhibit B, Pre-Completion Annual Project Certification Form
- Exhibit C, Annual Private Business Use Certification Form

#### **Exhibit A - Instructions**

- Projects receiving funds from bond proceeds, will receive this with their grant or loan Award Offer package.
- The questionnaire is intended to elicit information that will enable the State and its bond counsels to determine if a given project raises tax concerns.
- Complete the Questionnaire by and have the Chief Elected Officer or authorized official sign it.
- Return the entire questionnaire to the address listed in the transmittal letter.
- Disbursements cannot begin for project reimbursements until the questionnaire is completed and returned to the Division.

#### **Exhibit B – Instructions**

- This certification must be completed annually for all projects that have not yet completed construction.
- Projects receiving funds from bond proceeds, should receive this in January each year until the project construction is completed.
- The Exhibit B certification must be completed and returned by March 31 and is required to maintain funding commitment. We cannot disburse any funds if the certification is past due.
- Complete the Certification and have the chief elected officer or authorized official sign it.
- Return the completed exhibit to the address listed in the transmittal letter.

#### **Exhibit C – Instructions**

- This exhibit is required each fiscal year after the project is completed for the entire term that any of the State's Connect NC Bonds that funded the project or any portion thereof are outstanding, or any obligations that refund (including through a series of refundings) the Connect NC Bonds or any portion thereof, are outstanding.
- Projects having received funds from bond proceeds will receive this the first time, attached to their final payment notification letter. NCDEQ will continue to transmit this exhibit to you for each applicable year.
- Complete the Certification and have the chief elected officer or authorized official sign it.
- Return the exhibit to the address listed in the transmittal letter.

**To: Units of Local Government requesting Loans or Grants to be funded from  
Connect NC Bond Proceeds**

**From: NC Department of Environmental Quality**

**Re: Questionnaire for federal tax compliance**

Your Unit of Local Government is receiving this questionnaire because it has applied for a loan or grant from the North Carolina Water Infrastructure Fund pursuant to Chapter 159G of the North Carolina General Statutes, and the loan or grant would be funded from the proceeds of the State of North Carolina's Connect NC Bonds (S.L. 2015-280, Connect NC Bond Act of 2015). Attached is a Project Questionnaire each Unit of Local Government requesting such a loan or grant is required to complete and return to the Department of Environmental Quality ("DEQ"). This Project Questionnaire is intended to elicit information that will enable the State and its bond counsels to determine if a given project raises tax concerns. Specifically, this Project Questionnaire is designed to address the ability of the State to finance the Projects using federally tax-exempt obligations pursuant to the Internal Revenue Code and the regulations promulgated thereunder.

If the answers to the questionnaire indicate that there are not foreseeable tax issues, then the proposed Project will proceed to the next step in the approval process. If the answers to the questionnaire indicate that there are federal tax issues to be resolved, then DEQ will send it to the Department of State Treasurer's bond counsel for further review.

Please return the completed Project Questionnaire to DEQ at \_\_\_\_\_. A separate questionnaire should be completed for each application for a loan or grant undertaken by your Unit of Local Government.

Failure to respond to this Project Questionnaire in a timely manner may hamper the timeliness of bond proceeds being allocated to the Project.

Project/Agency contact information:

Unit of Local Government	City of Hendersonville
Contact Name and Title	John F. Connet, City Manager
Mailing Address	145 Fifth Avenue East, Hendersonville, NC 28792
E-mail Address	jconnet@hvlnc.gov
Phone Number	(828) 233-3201
Project Name	Northside Water System Improvements Project
DEQ Project No.	H-SRP-D-17-0132
Actual/Anticipated Placed in Service Date	Anticipated Early 2020
Date of Questionnaire	

1. Will any portion of the Project be jointly owned by any third parties, businesses, nonprofit organizations, other state or local governments, or any other entity (including the federal government)?

Yes  No

If "Yes," please describe the portion of the Project that will be leased under such an arrangement.

2. Will any portion of the Project be leased to any third parties, businesses, nonprofit organizations, other state or local governments, or any other entity (including the federal government)? The answer will be “No” if (i) the term of the use under the arrangement, including all renewal options (see Note below), is not longer than 50 days, (ii) the arrangement is a negotiated arm’s-length arrangement and compensation under the arrangement is at fair market value, and (iii) the Project was not financed for a principal purpose of providing it to that specific third party.

Yes

No

If “Yes,” please describe the portion of the Project that will be leased under such an arrangement.

[Note—a “renewal option” means a provision under a contract, lease or similar agreement under which either party has a legally enforceable right to renew the arrangement. Thus, a provision under which a contract is automatically renewed for a given period absent cancellation by either party, but either party can cancel without penalty, is not a renewal option (even if the arrangement is expected to be renewed).]

3. Will any portion of the Project be managed or operated by any third party, business, nonprofit organization, other state or local government, or any other entity (including the federal government)?

Yes

No

If “Yes,” provide a copy of the management/operation agreement. If it is anticipated that such an agreement will be entered into in the future, please provide a description of the anticipated arrangement, including the name of the manager (if known), the term of the arrangement and how compensation will be determined under the arrangement.

4. Do you anticipate that any portion of the Project will be sold to any entity (including the federal government)?

Yes

No

If “Yes,” please list the portion of the Project that you anticipate selling.

5. Will any customer of your utility system have preferred rights with respect to the output or operation of the Project that are different from other customers of the utility system, such as reserved capacity, a reserved amount of output, the right to require the hours of operation of the Project, the right to purchase all or a portion of its requirements to the exclusion of other customers of the utility or preferential pricing that is not offered to all other similarly situated customers.

Yes  No

If "Yes," please describe.

6. Will any portion of the Project be used for research sponsored by any entity other than a State or local government? For these purposes, include research arrangements sponsored by the federal government.

Yes  No

If "Yes," please list the portion of the Project that has been, or will be, used for sponsored research.

7. Will any portion of the Project be subject to a naming rights agreement with any entity (including the federal government)?

Yes  No

If "Yes," please describe the details of the naming rights agreement.

8. Will any portion of the Project be financed with funds other than the loan or grant requested?

Yes  No

If "Yes," please list the anticipated source (e.g. other tax-exempt bonds, cash, grants, etc.) and amount of the funding per additional source.

9. In addition to the items listed above, will any third party business, nonprofit organization or any other entity, including the federal government, have any other contractual rights with respect to the Project, such as the right to approve charges for the use of the Project, the right to determine who may or may not use the Project, the right to restrict activities conducted at the Project or similar contractual rights with respect to the Project?

Yes

No

If "Yes," please describe the other contractual rights anticipated with respect to the Project and identify the party to whom the rights will be granted.

I understand that the information provided in response to the above questions will be relied upon by the State and its bond counsel in rendering legal opinions in connection with the issuance of tax-exempt obligations and that such opinions will be relied upon by the purchasers of such obligations. I also certify that I am familiar with the Project and am authorized to provide the information provided herein, which is true to the best of my knowledge.

By delivering this Project Questionnaire, the responding Unit of Local Government agrees that it will maintain or cause to be maintained, in hard copy or in electronic form capable of reproducing hard copies, all material and relevant records related to the use of the Project for the entire term that any of the State's Connect NC Bonds that financed the Project or any portion thereof are outstanding, or any obligations that refund (including through a series of refundings) the Bonds or any portion thereof, plus six years after the final maturity or prepayment date of thereof. Such records to be maintained include, but are not limited to, documentation evidencing the expenditure of the proceeds of loan or grant funded by the Bonds and other funds for the cost of the Project, records of any private business use of the Project (e.g., copies of all management contracts, leases and research agreements) and records of any change of use with respect to the Project. If requested by DEQ, the responding Unit of Local Government will provide such records to DEQ as it deems would be useful in evidencing the State's compliance with applicable federal tax or other laws.

In addition, by delivering this Project Questionnaire, the responding Unit of Local Government agrees that it will take such action, or refrain from taking any action, as the case may be, so that the answers to the questions set forth above remain true and correct at all times, unless such action (or inaction) is approved by the North Carolina Department of State Treasurer.

Name of Unit: City of Hendersonville

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

Name: John F. Connet

Title: City Manager

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

**PRE-COMPLETION  
ANNUAL PROJECT CERTIFICATION FORM**

**Note--This certification is to be provided if the Project has not yet been completed. Once a Project has been completed, the Annual Private Business Use Certification Form set forth in Exhibit C should be used.**

**Local Government Providing Certification:** \_\_\_\_\_

**Local Government Representative Submitting Certification:** \_\_\_\_\_

(1) Project: \_\_\_\_\_

Cost of Project:	
Amount Funded from Loan or Grant Proceeds	
Other Sources of Project Funding	
Have all Loan or Grant Proceeds Allocated to the Project Been Spent?	
If no, how much of the Loan or Grant proceeds allocated to the Project remain?	
Actual/Anticipated Placed In-Service Date	

(2) Please check and complete, as applicable, one of the following:

I certify that the responses set forth in the Local Government's completed Questionnaire for Federal Tax Compliance completed for the Project remains accurate and complete.

Yes

No

If the answer is No, please provide details:

Fiscal Year covered by this certification: July 1<sup>st</sup> \_\_\_\_\_ to June 30<sup>th</sup> \_\_\_\_\_

Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

ANNUAL PRIVATE BUSINESS USE CERTIFICATION FORM

Local Government Providing Certification: \_\_\_\_\_

Local Government Representative Submitting Certification: \_\_\_\_\_

Project: \_\_\_\_\_

I. Certifications to be made for the first annual filing following the Completion Date of the Project financed from Water Infrastructure Loan or Grant funds:

- 1. Date construction of the Project was completed: \_\_\_\_\_
- 2. Date the Project was placed in service (the "Completion Date"): \_\_\_\_\_
- 3. Total cost of the Project: \_\_\_\_\_
- 4. Total cost of the Project funded from Water Infrastructure Loan or Grant funds: \_\_\_\_\_
- 5. Total cost of the Project funded from other tax-exempt bonds: \_\_\_\_\_  
Please specify sources: \_\_\_\_\_
- 6. Total cost of the Project funded from sources other than tax-exempt bonds ("Equity"): \_\_\_\_\_  
Please specify sources: \_\_\_\_\_
- 7. Based on the responses in 3, 4 and 5 above, the total portion of the Project allocated to funding from Equity: \_\_\_\_\_%.
- 8. Are the responses set forth in the Local Government's completed Questionnaire for Federal Tax Compliance completed for the Project remains accurate and complete?

- Yes
- No

If "No" please provide information as to changes in circumstances that make the Questionnaire responses not accurate.

II. Annual certifications following the Completion Date after the first such filing:

Based on the use of the Project in the past year, do the responses set forth in the Local Government's completed Questionnaire for Federal Tax Compliance completed for the Project continue to be accurate and complete?

- Yes
- No

If the answer is No, please provide information as to changes in circumstances that make the Questionnaire responses not accurate. Include a modified Exhibit A.

Fiscal Year covered by this certification: July 1st \_\_\_\_\_ to June 30th \_\_\_\_\_

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Division of Water Infrastructure (DWI) Website: <http://portal.ncdenr.org/web/wi/home>

## A) Application Filing

1. Application deadlines can be up to twice a year but SRF is currently only available in the Fall round of each year. The deadlines are typically March and September.
2. If SRF and State Reserve funding are both available, an applicant will simply apply for funding and DWI will slot successful applications into the funding program that best suits the situation (most grant or principal forgiveness, most total dollars etc.)
3. Letter of Intend to Fund (LOIF) letters are mailed after DWI evaluation and State Water Infrastructure Authority approval. Recipients of LOIF letters are placed on a schedule for completing the rest of the steps to start construction.
4. Consult the website for the current application forms.

## B) Engineering Report Submission and Approval (See website for guidance and details)

1. From the Date of the LOIF, an Engineering Report must be submitted within **4 months**
2. From the Date of the LOIF, the Engineering Report must be approved within **9 months**
3. Consult the website for submittal checklists and instructions.

## C) Application Approval by the Local Government Commission

1. For projects with a loan component, the Local Government Commission must approve the ability to take on the requested debt. This is done after the Engineering Report is approved. DWI staff will transmit the required information to the LGC on behalf of the project applicant. **Note that LGC 108A & 108C forms are now not requested by DWI until the ER is approved. The ER approval letter asks the applicant to obtain the forms from the website and return them to DWI. Please do this as soon as possible.**
2. Terms:
  - a) Projects with interest bearing loans will receive the lower of two interest rates. The two rates are the current rate when applications are due and the rate when the LGC approves the loan. The Loan Offer (discussed in D, below) will reflect the lower rate. The rates are ½ the 20-year municipal bond buyers index. Certain, qualifying applications receive 0% interest loans.
  - b) The LGC sets the loan term with a maximum term of 20 years. Applicants may want to contact the LGC earlier than this to ensure they are able to meet LGC approval requirements. Currently the LGC is not allowed to review applications for \$1,000,000 or more unless a letter to the Joint Legislative Committee on Local Government and the Fiscal Research Division has been provided.
  - c) Loan Offers can be written for as much as 110% of the LGC approved amount. The applicant must justify this, and request it in writing from the DWI.
  - d) In some rare cases a 30 year term may be available. Please consult DWI management to discuss if this is potentially available for your situation.

## D) Loan Offer

1. After approval of the Engineering Report and debt capacity by the LGC (for loans), a formal Award Offer is prepared which includes the Award's details and applicable assurances and conditions.

- a) Two copies of the Award Offer are sent to recipients. Return the following to DWI:
  - b) One signed copy (keep the other copy) of the Award Offer
  - c) Resolution accepting the loan offer
  - d) Federal ID and DUNS # form.
  - e) Sales Tax Certification
2. In the event of bids that exceed the project budget, a loan increase for up to 10% can be authorized without additional approval of the LGC. Amounts above 10% require a modified application to be approved by the LGC.
  3. Closing Fees are invoiced with the Authority to Award letter. (paragraph F below). The Award Offer contained an estimated closing fee but actual closing costs are based on the total costs after bids are received. Loan Fees are 2% and Grant Fees 1.5%.

**E) Plans and Specifications Approval (see website for guidance and details)**

1. Plans & Specifications must be submitted within **15 months** of the LOIF.
2. Plans and Specifications must be approved within **19 months** of the LOIF. This includes issuance of all permits.
3. The project's plans and specifications must be approved by the Division prior to advertising for bids. Changes by addendum must be submitted to the Division for approval. Changes by change order must also be submitted for approval.

**F) Bidding and Issuance of Authority to Award (ATA) the Construction Contract**

1. Issuance of the ATA letter must be within **23 months** of the LOIF letter. Awarding contracts before issuance of the ATA letter is at the risk of the owner.
2. The contracts may be advertised as soon as plans & specifications are approved and permits are issued. NC General Statutes require the project to be advertised for 7 days, however DWI prefers projects to be advertised for 30 days. For the initial advertisement period, three bids must be received in order for an award to be made. The Plans & Specifications approval letter has the Project Bid Information form attached. It, and the other information described in it, must be submitted to and approved by this office **before contracts can be awarded**. This information is:
  - a) Project Bid Information Form, signed by authorized representative
  - b) Bid tabulation, sealed by the consulting engineer
  - c) Proposals of the successful bidders
  - d) Tentative award resolution from loan recipient subject to DWI approval
  - e) Engineer's recommendation
  - f) Proof of Advertisement
  - g) American Iron and Steel Certification (SRF only)
  - h) MBE/WBE requirements. (Detailed guidance on the website)
3. In an environment where program funding is limited, costs not demonstrated to be needed by the applicant, will immediately be made available in future funding rounds (deobligated).

## G) Construction Phase of Project

### 1. Inspections

- a) Site Inspections will be conducted for all funded projects. Coordinate the Preconstruction Conference with the Inspector assigned to project. The number of inspections performed will be determined based on the length of the project, type of project, amount of funding involved and other factors. Any duly authorized representative of the State will have access to the work site and the contractor will provide proper facilities for such access and inspection. Further, any authorized representative of the State shall have access, for the purpose of audit and examination, to any records pertinent to the funds.
- b) A primary duty of the administering State agency is to guard against fraud, waste and abuse of Federal funds. To ensure proper use of Federal funds, State personnel may review submittals, daily logs, testing reports, as-builts and other appropriate construction documentation to verify that project elements meet approved specifications. Generally, any changes to unit quantities or changes in specifications that result in substantial monetary savings for the owner, will need to be documented by change order.
- c) Conformance with SRF standard conditions is a primary program responsibility. These include Davis-Bacon and American Iron and Steel currently.
- d) Additionally, inspections may uncover unsafe construction practices and environmental compliance violations. While not necessarily in SRF staff jurisdiction, deficiencies may be referred to appropriate enforcement agencies. Expedient and timely use of SRF funds is a program goal and avoidance of any delay in construction is a concern, particularly delays associated with public health or worker safety which are of concern in their own right.

### 2. Disbursements (\$\$\$)

#### a) First Disbursement

- i) Approval of Construction Contracts must happen with **24 months** of the LOIF letter. The following items are required for approval:
  - o Contract must be fully executed and bound
  - o Notice to Proceed must be executed by owner and contractor
  - o The project specifications must include 100% performance and payment bonds. Bonds must be dated on or after contract date
  - o Original power of attorney must be dated on or after bonds
  - o The contractor must provide current Insurance
  - o All documents must be bound with the specifications
  - o Davis-Bacon Documents must be present in the specifications
- ii) Capital Project Ordinance submitted as required by G.S. 159-13.2. Alternately a budget ordinance that clearly identifies the project being funded by the SRF can be submitted.
- iii) All items under Item D,1.
- iv) Site Certificate
- v) Engineering Contracts if payment is sought.
- vi) Closing Fee must have been received
- vii) For Loans, promissory note executed and returned to the Local Government

**b) Disbursements - General Information**

- i) Forms can be found online. A sample was included with the Loan Offer
- ii) Disbursement requests should be sent to Teresa Tripp; 1633 Mail Service Center; Raleigh, NC 27699-1633
- iii) All items must be approved in advance before being reimbursed.
- iv) One copy of the following information is required for reimbursements:
  - o Reimbursement request form with original signature.
  - o Contractor monthly estimates
  - o Engineering invoices
  - o Invoices for any other approved costs
  - o Eligible land costs will be reimbursed when the land has either been acquired. A copy of an offer to purchase the land must be submitted with the appraisal.  
**Condemned land costs are not eligible in DWSRF.**
- v) Indicate cumulative totals on the reimbursement form
- vi) Check the appropriate box regarding whether or not contractors have already been paid. Note, that if the DWI funds are needed to pay the contracts, the funds must be disbursed within 3 banking days of receipt.
- vii) As noted in the Award Offer Assurances, sales taxes will be deducted from disbursements if an applicant indicates they intend to seek reimbursement for them from the Department of Revenue. A certification form is provided on our website to indicate what the owner intends to do regarding sales tax.
- viii) Note that Davis-Bacon certified payrolls and materials invoices that support the contract summary invoice **do not** need to be submitted with reimbursement requests.

**c) Project Closeout and Final Disbursement**

- i) Funds are held at 95% until the final payment is authorized.
- ii) Required items for final payment include:
  - o The inspector must issue final inspection report signifying that project is complete and all concerns have been satisfied and all change orders must have been submitted.
  - o Final invoices showing zero retainage must be submitted with a final reimbursement request.
  - o Submit to Pam Whitley:
    - ✓ Engineer's certifications.
    - ✓ Owner's Certification of Completion
    - ✓ Signed Closeout Checklist.

H) **REPAYMENTS(Loans Only)**

1. Repayments will be reflected in the final promissory note and will be for the actual funds borrowed.
2. Repayments by the recipient begin on the May 1<sup>st</sup> or the November 1<sup>st</sup> that is between 6 months and 12 months after original project completion in the notice to proceed.
3. The May 1<sup>st</sup> payment includes principal and interest and the November 1<sup>st</sup> payment is only interest.
4. **Interest begins to accrue from the date of completion on the Notice to Proceed.** (i.e., no interest during the originally planned construction period) For multi-prime contracts the General contract will be used to set this date.
5. Construction Manager at Risk and Design Build Contracts, should set a date of completion in that contract.

## **i) Eligible Expenses**

### **1. Regulatory Authority - DWSRF**

- a) The types of projects that can be funded are defined in Section 1452 of the Safe Drinking Water Act. Generally these are described as:
  - i) Treatment
  - ii) Transmission and Distribution
  - iii) Source
  - iv) Storage
  - v) Consolidation
  - vi) Creation of new systems

### **2. Construction – Items Not Eligible**

- a) Project elements not related to the scope of the approved project.
- b) The SRF will pay to restore project related items such as road patching, sidewalks, fences, seeding, etc. Complete paving of streets unless warranted by disturbance of construction activities, even if required by NCDOT
- c) Note that items or rework that should be covered by bonds, insurance or liquidated damages will not be covered by the SRF funds.
- d) Any installation of service lines or service laterals outside the right-of-way.
- e) Operation and maintenance type work or items such as spare parts.
- f) Extended warranties or maintenance contracts.
- g) Wastewater facilities are not eligible for DWSRF projects unless changes are necessary to complete the drinking water project (e.g. moving a sewer line).

### **3. Engineering and Technical Services – Eligibility Considerations**

- a) Planning and Design Contracts
  - i) Must include task descriptions and these tasks must be associated with the project being built
- b) Construction Administration and Inspection
  - i) Task Description must be included and tasks must be associated with eligible construction work
  - ii) Typical tasks include but are not limited to: attending meetings, provide plan copies, review testing, review shop drawings, review payment applications, prepare change orders, coordinate with DWI, as-builts
  - iii) Price should be cost plus fixed fee or per diem with a ceiling. This fee schedule should be in the contract.
  - iv) Invoices must include hours, rate and task
  - v) Contract must be amended to pay beyond the ceiling. Must be accompanied by justification such as a corresponding change order.
- c) Other eligible engineering activities include bidding, O&M manuals, soils reports, etc.

### **4. Other Eligibility Notes**

- a) Legal - Legal fees for contract review and for advertisements etc.
- b) Real Property - limited to actual value of the property (not what is paid). Costs associated with condemnations are not eligible.
- c) Preparation of permits required by Federal, or State regulations or procedures.
- d) Permits imposed by the local unit such as building permits are not eligible.

**CERTIFICATION**  
**SALES-TAX REIMBURSEMENT**

FOR FUNDING PROGRAMS IN THE  
DIVISION OF WATER INFRASTRUCTURE

Unit of Government: City of Hendersonville

Project Number: H-SRP-D-17-0132

Please indicate whether the Unit of Government noted above will be or will not be requesting reimbursement from the Department of Revenue (DOR) for sales taxes relating to this project. If the Unit of Government will be requesting reimbursement from the DOR then payment requests to the DWI should include Sales-Tax Certifications with each payment request.

*Please check one of the boxes below:*

The Unit of Government will not request reimbursement from the DOR. Therefore, sales tax will be included with the reimbursement request to the Division of Water Infrastructure (DWI).

The Unit of Government will request reimbursement from the DOR. Therefore, sales tax will be reduced and shown on the payment request form on the line Program Income.

John Connet, City Manager

(Printed Name and Title of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Date)

Submit to: NC Dept. of Environment & Natural Resources  
Division of Water Infrastructure  
Pam Whitley, Project Management Branch  
1633 Mail Service Center  
Raleigh, NC 27699-1633

**FEDERAL ID & DUNS # REQUEST MEMO**

TO: All Loan and Grants Recipients

SUBJECT: Federal Identification Number

Please be advised that all local government units receiving grant or loan funds from the State of North Carolina must supply their Federal Identification Number to this office upon acceptance of your loan/grant offer. Therefore, please provide the information below and return to:

Division of Water Infrastructure  
1633 Mail Service Center  
Raleigh, North Carolina 27699-1633

**RECIPIENT:**

**City of Hendersonville**

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**PROJECT NUMBER:**

**H-SRP-D-17-0132**

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**FEDERAL IDENTIFICATION NUMBER:**

**56-6001242**

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**DUNS NUMBER:**

**07-905-6776**



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Lew Holloway

**Department:** Downtown

**Date Submitted:** 11/26/2018

**Presenter:** Lew Holloway

**Date of Council Meeting to consider this item:** 12/6/2018

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 12

The City of Hendersonville has pursued, in partnership with the Henderson County Tourism Development Authority, the installation of a Public Restroom facility in downtown Hendersonville. Following the purchase of a 2 story commercial property @ 125 Fifth Avenue West in July of 2018 the City engaged Samsel Architects on the design and documentation of the building renovation for public restrooms.

At the outset of November those construction documents were completed and released for contractor review. On December 3rd the City expects to receive proposals from various contractors for this project and intends, following staff review of those proposals, to make a contractor recommendation.

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

## Suggested Motion:

I move that the City of Hendersonville proceed with the negotiation of a contract with \_\_\_\_\_, for the construction of Restrooms and Office space @ 125 Fifth Avenue West as described in the project's Construction Manual and Bid Documents, for the total sum of \$ \_\_\_\_\_ and authorize the City Manager to execute said contract.

Attachments:



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Justin Ward/Adam Murr

**Department:** Fire

**Date Submitted:** 11/13/2018

**Presenter:** Chief Joe Vindigni / Justin Ward

**Date of Council Meeting to consider this item:** 12/06/2018

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 13

Fire Code Changes effective January 1st, 2019 will require alterations to the City of Hendersonville's Fire Department Schedule of rates and fees. Significant changes to the 2018 NC Fire Code involve:

1. Emergency responder radio coverage
2. Gates and barricades across fire apparatus roads
3. Solar photo-voltaic power systems
4. Battery storage over 50 gallons
5. Cryogenic fluids

Due to NC Fire Code changes, City of Hendersonville Fire Department Staff recommend the included changes be adopted at the December 6, 2018 regular meeting of the City of Hendersonville City Council. Staff further recommend these changes take effect beginning January 1, 2019.

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

This is a proposed alteration to the City's schedule of rates and fees which may impact forecasted revenues and expenditures for the remainder of the fiscal year.

## Suggested Motion:

I move Council to adopt the proposed changes to the City's schedule of rates and fees as recommended by Staff to accommodate changes made in the 2018 NC Fire Code.

## Attachments:

Schedule of rates and fees with 8 proposed additions (green), 2 description changes (yellow), and 1 removal (red).

	CURRENT	PROPOSED
<b>FIRE DEPARTMENT</b>		
<b>General</b>		
Illegal Burn Fee	\$100	\$100.00
<b>Operational Permits</b>		
ABC License Fee	\$50	\$50.00
Amusement Buildings	\$50	\$50.00
Carnival and Fairs	\$50	\$50.00
Combustible dust-producing operations	\$0	\$100.00
Covered and Open Mall Buildings	\$50	\$50.00
Exhibits and trade shows (per event)	\$50	\$50.00
Explosives	\$100	\$100.00
Fire Hydrants and Valves	\$50	\$0.00
Flammable and Combustible Liquids	\$100	\$100.00
Fumigation and thermal insecticide fogging	\$100	\$100.00
Liquid or gas-fueled vehicles or equipment in assembly buildings	\$0	\$100.00
Private Hydrants	\$50	\$50.00
Pyrotechnic special effects material	\$100	\$100.00
Spraying and Dipping	\$100	\$100.00
Temporary membrane structures, tents, and canopies (excludes special events)	\$50	\$50.00
<b>Construction Permits</b>		
Automatic fire extinguishing systems	\$100	\$100.00
Battery systems	\$0	\$100.00
Compressed gas	\$100	\$100.00
Cryogenic fluids	\$0	\$100.00
Emergency responder radio coverage system	\$0	\$100.00
Fire alarm and detection systems and related equipment	\$100	\$100.00
Fire pumps and related equipment	\$100	\$100.00
Flammable and Combustible liquids	\$100	\$100.00
Gates and barricades across fire apparatus access roads	\$0	\$100.00
Hazardous Materials	\$100	\$100.00
Industrial Ovens	\$100	\$100.00
LP Gas	\$100	\$100.00
Private fire hydrant	\$100	\$100.00
Smoke control or smoke exhaust systems	\$0	\$100.00
Solar photovoltaic power systems	\$0	\$100.00
Spraying and Dipping	\$100	\$100.00
Standpipe systems	\$100	\$100.00
Temporary membrane structures, tents, canopies (Fee per site) (excludes special events)	\$50	\$50.00
<b>FIRE DEPARTMENT</b>		
<b>Construction Plans Review</b>		
Commercial hood suppression systems		\$100.00
Explosives and fireworks		\$100.00
Petroleum tanks and appurtenances		\$100.00
<b>Sprinkler systems, fire alarm systems and Emergency Responder Radio Coverage Systems:</b>		
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



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Brian Pahle

**Department:** Admin

**Date Submitted:** 11/26/18

**Presenter:** Brian Pahle

**Date of Council Meeting to consider this item:** 12/06/18

**Nature of Item:** Presentation Only

## Summary of Information/Request:

**Item #** 14

The City and Edifice have reached terms on a contract for construction manager at risk services. The pre-construction scope of work and cost will total \$56,150 and the total negotiated price for work once construction begins will be 5% of the total project. We are hoping to have the scope of work and contract documents by the meeting date.

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 (staff report)

Attachments:



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** John Connet

**Department:** Admin

**Date Submitted:** 11/26/2018

**Presenter:** John Connet

**Date of Council Meeting to consider this item:** 12/6/2018

**Nature of Item:** Discussion/Staff Direction

## Summary of Information/Request:

**Item #** 15

The last "Council Conversation" will take place on Monday, December 3, 2018 and staff would like to get feedback from City Council regarding these community input sessions and if you like to continue these conversations in 2019.

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:

None

Attachments:

None



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Tammie Drake

**Department:** Admin

**Date Submitted:** 11.09.18

**Presenter:** Tammie Drake

**Date of Council Meeting to consider this item:** 12.06.18

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 16

Consideration of 2019 Regular Meeting Schedule

The regularly-scheduled July meeting of the City Council will fall on July 4. Please be prepared to reschedule this meeting.

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

## Suggested Motion:

I move Council to move the July 2019 meeting to: \_\_\_\_\_.  
I further move Council adopt the 2019 Regularly Scheduled Meeting as amended.

**Attachments:**  
meeting schedule

## City of Hendersonville

### 2019 Regularly Scheduled Monthly Meetings

All meetings are open to the public. Notice of special meetings is posted in accordance with North Carolina General Statutes

ABC Board	Board of Adjustment	Business Advisory Committee	City Council	Main Street Advisory Committee	Environmental Sustainability Board	Henderson Co. Water and Sewer Advisory Council	Historic Preservation Commission	Planning Board	Seventh Ave Advisory Committee	Special Events Committee	Tree Board	Walk of Fame
Third Tuesday 10:00 a.m. ABC Office, 205 S. Church St.	Second Tuesday 1:30 p.m.*	Fourth Monday of odd-numbered months 11:30 a.m.*	First Thursday 5:45 p.m.**	First Wednesday 9:00 a.m.*	Third Thursday 4:00 p.m.*	Quarterly	Third Wednesday 5:00 p.m.*	Second Monday 4:00 p.m.*	First Monday 5:30 p.m.*	Third Thursday 10:00 a.m.*	First Tuesday 3:00 p.m.*	Second Tuesday 10:00 a.m.**
January 15, 2019	January 8, 2019	January 28, 2019	January 3, 2019		January 17, 2019	January 28, 2019	January 16, 2019	January 14, 2019		January 17, 2019	January 1, 2019	January 8, 2019
February 19, 2019	February 12, 2019		February 6, 2018****	February 6, 2019	February 21, 2019		February 20, 2019	February 11, 2019	February 4, 2019	February 21, 2019	February 5, 2019	February 12, 2019
March 19, 2019	March 12, 2019	March 25, 2019	March 7, 2019				March 20, 2019	March 11, 2019		March 21, 2019	March 5, 2019	March 12, 2019
April 16, 2019	April 9, 2019		April 4, 2019			April 22, 2019	April 17, 2019	April 8, 2019		April 18, 2019	April 2, 2019	April 9, 2019
May 21, 2019	May 14, 2019	May 27, 2019	May 2, 2019	May 1, 2019	May 16, 2019		May 15, 2019	May 13, 2019	May 6, 2019	May 16, 2019	May 7, 2019	May 14, 2019
June 18, 2019	June 11, 2019		June 6, 2019		June 20, 2019		June 19, 2019	June 10, 2019		June 20, 2019	June 4, 2019	June 11, 2019
July 16, 2019	July 9, 2019	July 22, 2019	July 4, 2019		July 18, 2019	July 22, 2019	July 17, 2019	July 8, 2019		July 18, 2019	July 2, 2019	July 9, 2019
August 20, 2019	August 13, 2019		August 1, 2019		August 15, 2019		August 21, 2019	August 12, 2019		August 15, 2019	August 6, 2019	August 13, 2019
September 17, 2019	September 10, 2019	September 23, 2019	September 5, 2019		September 19, 2019		September 18, 2019	September 9, 2019		September 19, 2019	September 3, 2019	September 10, 2019
October 15, 2019	October 8, 2019		October 3, 2019	#REF!	October 17, 2019	October 28, 2019	October 16, 2019	October 14, 2019	October 7, 2019	October 17, 2019	October 1, 2019	October 8, 2019
November 19, 2019	November 12, 2019	November 25, 2019	November 7, 2019	November 20, 2019	November 21, 2019		November 20, 2019	November 11, 2019		November 21, 2019	November 5, 2019	November 12, 2019
December 17, 2019	December 10, 2019		December 5, 2019	December 18, 2019	December 19, 2019		December 18, 2019	December 9, 2019		December 19, 2019	December 3, 2019	December 10, 2019

\*Operations Center, 305 Williams St., Hendersonville NC

\*\*City Hall, 145 Fifth Ave. E., Hendersonville, NC

\*\*\*Development Assistance Department, 100 N. King St., Hendersonville, NC

\*\*\*\*Denotes a change from the regular meeting schedule

Holiday - Subject to Change

Community Character Team: see attached

Downtown Community Character Team: see attached

Events Team: see attached

Executive Team: see attached

HPC Design Review Committee meets the first Wednesday 5:00 p.m. as needed\*\*\*

Infrastructure Team: see attached

Planning Board - Policy & Text Committee meets fourth Monday at 4:00 p.m.\*\*\*

# DT PROGRAM COMMITTEE PLANNER 2019

2019 CALENDAR

DOWNTOWN PROGRAM

Adopted Meeting Schedule for 2019

LEW HOLLOWAY

DT ECON. DEV. DEPARTMENT

COMMITTEE	WEEKDAY	TIME	MONTHS
7 <sup>TH</sup> AVENUE ADVISORY COMMITTEE	1 <sup>st</sup> Monday	5:30pm	Feb 4 <sup>th</sup> , May 6 <sup>th</sup> & Oct 7 <sup>th</sup> .
MAIN STREET ADVISORY COMMITTEE	1 <sup>st</sup> Wednesday	9:00am	Feb 6 <sup>th</sup> , May 1 <sup>st</sup> & Oct 2 <sup>nd</sup> .
INFRASTRUCTURE TEAM	2 <sup>nd</sup> Monday	4:00pm	Jan 14 <sup>th</sup> , Feb 11 <sup>th</sup> , Mar 11 <sup>th</sup> , Apr 8 <sup>th</sup> , Aug 12 <sup>th</sup> , Sept 9 <sup>th</sup> , Oct 14 <sup>th</sup> & Nov 11 <sup>th</sup> .
COMMUNITY CHARACTER TEAM	2 <sup>nd</sup> Tuesday	9:00am	Jan 8 <sup>th</sup> , Feb 12 <sup>th</sup> , Mar 12 <sup>th</sup> , Apr 9 <sup>th</sup> , Aug 13 <sup>th</sup> , Sept 10 <sup>th</sup> & Oct 8 <sup>th</sup> & Nov 12 <sup>th</sup> .
EXECUTIVE TEAM	2 <sup>nd</sup> Tuesday	5:30pm	Jan 8 <sup>th</sup> , Mar 12 <sup>th</sup> , Apr 9 <sup>th</sup> , Aug 13 <sup>th</sup> , Sept 10 <sup>th</sup> & Nov 12 <sup>th</sup> .
EVENTS TEAM	2 <sup>nd</sup> Thursday	9:00am	Jan 10 <sup>th</sup> , Feb 14 <sup>th</sup> , Mar 14 <sup>th</sup> , Apr 11 <sup>th</sup> , Aug 8 <sup>th</sup> , Sept 12 <sup>th</sup> , Oct 10 <sup>th</sup> & Nov 14 <sup>th</sup> .
DOWNTOWN PROGRAM EVENTS	Various	Varies	March, May, June, Jul, Aug, Sept, Oct & Nov.

JANUARY							FEBRUARY							MARCH							APRIL							MAY							JUNE							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		1	2	3	4	5						1	2							1	2		1	2	3	4	5	6				1	2	3	4							1
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29	
													31																							30						
JULY							AUGUST							SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5						1	2	1	2	3	4	5	6	7	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	
28	29	30	31				25	26	27	28	29	30	31	29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Tammie Drake

**Department:** Admin

**Date Submitted:** 11.07.18

**Presenter:** Tammie Drake

**Date of Council Meeting to consider this item:** 12.06.18

**Nature of Item:** Presentation Only

**Summary of Information/Request:**

**Item #** 18a

Report on Vacancies:

Business Advisory Committee: 1 vacancy

Environmental Sustainability Board: 3 vacant positions for City residents, 1 vacant position for outside-City rep.

Tree Board: 2 vacant positions - Wes Kocher and Wes Burlingame have submitted their resignations.

Walk of Fame Steering Committee: 1 vacant position

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:**

Board membership lists



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Adam Murr

**Department:** Admin

**Date Submitted:** 11/16/2018

**Presenter:** John Connet

**Date of Council Meeting to consider this item:** 12/06/2018

**Nature of Item:** Presentation Only

## Summary of Information/Request:

**Item #** 18b

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.

The following contingency appropriations were made:

- 1) Fund 10 | \$14,000 | Pedestrian Signs- Public Works
- 2) Fund 10 | \$10,300 | November Budget Amendments
- 3) Fund 10 | \$5,230 | Worker's Comp. Insurance
- 4) Fund 10 | \$524 | Interlocal Insurance
- 5) Fund 60 | \$647 | Interlocal Insurance
- 6) Fund 60 | \$335 | Worker's Comp. Insurance

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

## Suggested Motion:

NA

Attachments:

NA