

AGENDA

CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

NOVEMBER 1, 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:**
 - i. October 4, 2018 Regular Meeting
 - B. **Consideration of Budget Amendments**
 - C. **Consideration of Bids for Water Meter Boxes and Brass Components**
 - D. **Consideration of Amendments to the Personnel Policy:**
 - i. **Address Overtime Pay for Essential Employees, Including Most Exempt Employees, During State of Emergency**
 - ii. **Language Regarding Employees who are Promoted or Reclassified to the Minimum of the Salary Range**
 - E. **Consideration of Reclassification of Facilities Maintenance Mechanic Position to Generator Maintenance Technician and Associated Job Description**
 - F. **Consideration of Sole-Source Generator Maintenance Agreement**
6. **Presentations:**
 - A. **Update on Tourism: Beth Carden**
 - B. **Friends of the Oklawaha Greenway**

7. **Public Hearing – Consideration of a Petition for the Contiguous Annexation of a Parcel Located at 917 Rutledge Annex, Containing Approximately 0.24 Acres**
Presenter: Development Assistance Director Susan Frady
8. **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**
Presenter: Development Assistance Director Susan Frady
9. **Update on Downtown Restrooms**
Presenter: Downtown Economic Development Director Lew Holloway
10. **Comments from Mayor and City Council Members**
11. **Reports from Staff**
 - a. Report on Surplus Property
12. **Consideration of Appointments to Boards and Commissions and Report of Vacancies**
Presenter: City Clerk Tammie Drake
13. **New Business**
14. **Adjourn**





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Admin

Date Submitted: 10/17/18

Presenter: Adam Murr

Date of Council Meeting to consider this item: 11/01/18

Nature of Item: Council Action

Summary of Information/Request:

Item # 05b

Budget Amendment(s):

1. Fire Department Community Fund | Increase \$5,000 | Fund 170
2. SAFER Grant Pt. 2 | Increase \$45,000 | Fund 10

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

Suggested Motion:

I move to approve the budget amendments as presented.

Attachments:

See below...

BUDGET AMENDMENT

FUND: 10

ACCOUNT NUMBER			INCREASE	DECREASE
ORG	OBJECT	DESCRIPTION OF ACCOUNT		
104340	512100	Salaries & Wages Regular	24,733.00	
104340	518100	FICA Tax Expense	1,802.00	
104340	518200	Retirement Expense	1,826.00	
104340	518300	Group Med./Life Ins.	4,224.00	
104340	512200	Salaries & Wages O/T		19,305.00
104340	512900	Salaries & Wages P/T		13,280.00
104340	554000	Capital Outlay Motor Vehicles	30,000.00	
104340	553000	Non-Capital Equipment	23,900.00	
104340	521200	Uniforms	1,400.00	
109910	599100	Contingencies		10,300.00
100030	425000	ABC Revenues	20,000.00	
100030	433400	Electricity Sales Tax	25,000.00	
TOTAL REVENUES			45,000.00	-
TOTAL EXPENDITURES			87,885.00	42,885.00

45,000.00
45,000.00

This is a second amendment to the SAFER grant program received by the Fire Department. Part of this plan was to use funding saved from over-time and part-time salaries to pay for an additional position with the Fire Department. This position is proposed to be a Fire Training Officer. Additionally, the position will require 1-time expense of a vehicle and various equipment. Revenues that are expected to come in higher than budgeted will be increased to cover the additional 1-time expenses.



 CITY MANAGER

Date: 10/17/18

APPROVED BY CITY COUNCIL: _____ DATE: 11/1/2018



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lee Smith

Department: Utilities

Date Submitted: 10/24/2018

Presenter: Lee Smith

Date of Council Meeting to consider this item: 11-01-2018

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 05c

The City of Hendersonville, Water & Sewer Department prepared and advertised a request for bid (RFB-19-01) for water meter boxes and brass components. A total of six (6) bids were received. Sealed bids were opened October 9, 2018 at 2:00pm at the City's operations center. Upon opening, it was determined one bidder (Tec Utilities Supply) failed to bid on two items, thereby causing that vendor to be declared non-responsive. Of the five (5) remaining bids, the apparent low bidder was Ferguson Waterworks, located at 605 Edbar Street, Asheville NC.

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

Suggested Motion:

I move City Council to award bid RFB-19-01 to Ferguson Waterworks for water meter boxes and brass components.

Attachments:

Bid tabulation sheet
Individual bid sheets for each bidder

HENDERSONVILLE WATER AND SEWER

BID TOTALS
WATER METER BOXES AND BRASS COMPONENTS

													RFB No.	19-01
Line	Description	Bidder's Unit Cost									Core and Main	quantity		
		TEC Utilities		Ferguson		Fortiline		Gibson		Miller				
1	Inner/Duter Barrel SET/CBBA	\$90.46	\$2,713.80	\$104.72	\$3,141.60	\$90.92	\$2,727.60	\$106.19	\$3,185.70	\$107.25	\$3,217.50	\$106.75	\$3,202.50	30
2	Outer Barrel/CBOB	\$0.00	\$0.00	\$53.52	\$1,926.72	\$67.82	\$2,441.52	\$56.75	\$2,043.00	\$57.25	\$2,061.00	\$55.85	\$2,010.60	36
3	Box, 5/8" X 3/4" Meter Crescent with Drilled Lid/CB111-233-T-NL	\$256.15	\$92,214.00	\$254.88	\$91,756.80	\$308.95	\$111,222.00	\$256.01	\$92,163.60	\$261.15	\$94,014.00	\$259.91	\$93,567.60	360
4	Coupling, 3/4" MIPT X 3/4" 1/8 Bend/LA-84-33-G-NL	\$13.55	\$677.50	\$14.31	\$715.50	\$29.62	\$1,481.00	\$14.50	\$725.00	\$14.70	\$735.00	\$14.58	\$729.00	50
5	Coupling, 3/4" X 1" Pack Joint, Straight/C84-34-G-NL	\$12.30	\$2,460.00	\$12.61	\$2,522.00	\$13.54	\$2,708.00	\$12.79	\$2,558.00	\$13.00	\$2,600.00	\$12.85	\$2,570.00	200
6	Coupling, 3/4" X 3/4" Pack Joint ELL L84-33-G-NL	\$12.17	\$1,217.00	\$12.47	\$1,247.00	\$18.74	\$1,874.00	\$12.65	\$1,265.00	\$12.80	\$1,280.00	\$12.72	\$1,272.00	100
7	Coupling, 3/4" X 3/4" Pack Joint Straight/C84-33-G-NL	\$11.12	\$1,112.00	\$11.38	\$1,138.00	\$12.50	\$1,250.00	\$11.54	\$1,154.00	\$11.70	\$1,170.00	\$11.61	\$1,161.00	100
8	Coupling, 3/4" X 3/4" Pack Joint Union C44-33-G-NL	\$13.54	\$1,692.50	\$13.87	\$1,733.75	\$15.24	\$1,905.00	\$14.06	\$1,757.50	\$14.30	\$1,787.50	\$14.14	\$1,767.50	125
9	Coupling, 1" X 1" Pack Joint Union C-44-44-G-NL	\$15.49	\$1,936.25	\$15.86	\$1,982.50	\$16.63	\$2,078.75	\$16.08	\$2,010.00	\$16.25	\$2,031.25	\$16.17	\$2,021.25	125
10	Coupling, 3/4" X 1" Pack Joint Union C-61-95-69	\$15.73	\$786.50	\$16.62	\$831.00	\$15.64	\$782.00	\$16.85	\$842.50	\$17.00	\$850.00	\$16.94	\$847.00	50
11	Coupling, 3/4" MIPT X 1" CTS Pack Joint ELL/ L84-34-G-NL	\$12.30	\$1,845.00	\$16.92	\$2,538.00	\$28.82	\$4,323.00	\$17.16	\$2,574.00	\$17.35	\$2,602.50	\$17.25	\$2,587.50	150
12	Coupling, 1" X 1" Pack Joint ELL L84-44-G-NL	\$20.25	\$506.25	\$21.40	\$535.00	\$24.05	\$601.25	\$21.71	\$542.75	\$22.00	\$550.00	\$21.82	\$545.50	25
13	Coupling, 1" FIPT X 1" X CTS 90 Degree ELL L14-44-G-NL	\$25.70	\$642.50	\$27.17	\$679.25	\$28.98	\$724.50	\$27.55	\$688.75	\$27.85	\$696.25	\$27.70	\$692.50	25
14	Branch, 1" X 3/4" X 3/4" Pack Joint Y44-243-G-NL	\$28.01	\$700.25	\$29.60	\$740.00	\$29.99	\$749.75	\$30.02	\$750.50	\$30.35	\$758.75	\$30.18	\$754.50	25
15	Tee, 3/4" X 3/4" X 3/4" Pack Joint T444-333-G-NL	\$32.76	\$819.00	\$34.61	\$865.25	\$35.04	\$876.00	\$35.10	\$877.50	\$35.50	\$887.50	\$35.28	\$882.00	25
16	Tee, 3/4" X 3/4" X 1" Pack Joint T444-443-G-NL	\$34.90	\$1,745.00	\$36.88	\$1,844.00	\$37.36	\$1,868.00	\$37.39	\$1,869.50	\$37.80	\$1,890.00	\$37.59	\$1,879.50	50
17	Tee, 1" X 1" X 3/4" Pack Joint T444-443-G-NL	\$35.98	\$899.50	\$38.03	\$950.75	\$41.67	\$1,041.75	\$38.56	\$964.00	\$39.00	\$975.00	\$38.77	\$969.25	25
18	Tee, 1" X 1" X 1" Pack Joint T444-444-G-NL	\$35.03	\$875.75	\$37.04	\$926.00	\$48.58	\$1,214.50	\$37.56	\$939.00	\$38.00	\$950.00	\$37.76	\$944.00	25
19	Tee, 2" X 2" X 1" Reducer Tee T184-774-NL	\$0.00	\$0.00	\$69.81	\$698.10	\$99.30	\$993.00	\$70.86	\$708.60	\$71.60	\$716.00	\$71.23	\$712.30	10
20	Stop, 3/4" Curb, Male/B81-233W-NL	\$24.03	\$8,410.50	\$25.61	\$8,963.50	\$32.23	\$11,280.50	\$25.96	\$9,086.00	\$26.30	\$9,205.00	\$26.11	\$9,138.50	350
21	Stop, 1" Curb, Male/B-81-344W-NL	\$62.14	\$3,107.00	\$51.76	\$2,588.00	\$53.14	\$2,657.00	\$52.54	\$2,627.00	\$53.10	\$2,655.00	\$52.82	\$2,641.00	50
22	Stop, 3/4" X 3/4" Ball Valve, CTS B44-333W-G-NL	\$50.67	\$1,266.75	\$53.53	\$1,338.25	\$55.88	\$1,397.00	\$54.29	\$1,357.25	\$54.90	\$1,372.50	\$54.57	\$1,364.25	25
23	Stop, 1" Ball Valve, CTS B44-444W-G-NL	\$75.37	\$22,611.00	\$76.38	\$22,914.00	\$83.54	\$25,062.00	\$77.47	\$23,241.00	\$78.25	\$23,475.00	\$77.87	\$23,361.00	300
24	Stop, 3/4" Corporation/FB1000-3-G-NL	\$35.86	\$1,075.80	\$37.90	\$1,137.00	\$39.94	\$1,198.20	\$38.43	\$1,152.90	\$38.90	\$1,167.00	\$38.63	\$1,158.90	30
25	Stop, 1" Corporation/FB1000-4-G-NL	\$47.16	\$14,148.00	\$48.31	\$14,493.00	\$53.51	\$16,053.00	\$49.00	\$14,700.00	\$49.50	\$14,850.00	\$49.25	\$14,775.00	300
26	Stop, 2" Corporation/FB1600-7-NL	\$165.42	\$1,654.20	\$174.81	\$1,748.10	\$183.19	\$1,831.90	\$177.28	\$1,772.80	\$179.30	\$1,793.00	\$178.20	\$1,782.00	10
27	Valve, 3/4" Dual Check/HHC81-333-NL	\$43.71	\$19,669.50	\$44.30	\$19,935.00	\$54.31	\$24,439.50	\$44.49	\$20,020.50	\$45.40	\$20,430.00	\$45.17	\$20,326.50	450
28	Valve, 1" Dual Check/HHC81-444-NL	\$84.17	\$2,104.25	\$88.93	\$2,223.25	\$105.10	\$2,627.50	\$89.29	\$2,232.25	\$91.15	\$2,278.75	\$90.65	\$2,266.25	25
29	Coupling, 1" X 1" Pack Joint: Straight C84-44-G-NL	\$15.49	\$309.80	\$13.91	\$278.20	\$14.76	\$295.20	\$14.11	\$282.20	\$14.30	\$286.00	\$14.19	\$283.80	20
30	Box, 1" Meter, Crescent, Valves CB111-444-T-NL	\$364.37	\$5,465.55	\$98.76	\$1,481.40	\$366.26	\$5,493.90	\$380.84	\$5,712.60	\$389.00	\$5,835.00	\$386.64	\$5,799.60	15
		\$1,633.83	\$192,665.15	\$1,535.90	\$193,870.92	\$2,005.25	\$233,197.32	\$1,837.03	\$199,803.40	\$1,864.95	\$203,119.50	\$1,853.20	\$202,012.30	

HENDERSONVILLE WATER AND SEWER

REQUESTS FOR BIDS FOR
WATER METER BOXES AND BRASS COMPONENTS

Bidder: Ferguson Waterworks
Address: 605 Edbar Street, Asheville, NC
Email: jperl.everett@ferguson.com

Contact: Joel Everett RFB No. 19-01
Date: 10/5/2018
Phone: 828-277-7100 Mobile: _____

Line	Description	Manufacturer	Country of Origin	COH Part No.	Manufacturer Part No.	Quantity	Units of Measure	Unit Cost	Total Cost
1	Inner/Outer Barrel SET/CBBA	Ford Meter Box	USA	B-0660-05	CBBA	30	ea	\$ 104.72	\$ 3,141.60
2	Outer Barrel/CBOB	Ford Meter Box	USA	B-0660-04	CBUB	36	ea	\$ 53.52	\$ 1,926.72
3	Box, 5/8" X 3/4" Meter Crescent with Drilled Lid/CB111-233-T-NL	Ford Meter Box	USA	B-6255-42	CB111233TNL	360	ea	\$ 254.88	\$ 91,756.80
4	Coupling, 3/4" MIPT X 3/4" 1/8 Bend/LA-84-33-G-NL	Ford Meter Box	USA	C-6191-71	LA8433GNL	50	ea	\$ 14.31	\$ 715.50
5	Coupling, 3/4" X 1" Pack Joint, Straight/C84-34-G-NL	Ford Meter Box	USA	C-6196-31	C8434GNL	200	ea	\$ 12.61	\$ 2,522.00
6	Coupling, 3/4" X 3/4" Pack Joint ELL L84-33-G-NL	Ford Meter Box	USA	C-6191-91	L8433GNL	100	ea	\$ 12.47	\$ 1,247.00
7	Coupling, 3/4" X 3/4" Pack Joint Straight/C84-33-G-NL	Ford Meter Box	USA	C-6196-30	C8433GNL	100	ea	\$ 11.38	\$ 1,138.00
8	Coupling, 3/4" X 3/4" Pack Joint Union C44-33-G-NL	Ford Meter Box	USA	C-6195-68	C4433GNL	125	ea	\$ 13.87	\$ 1,733.75
9	Coupling, 1" X 1" Pack Joint Union C-44-44-G-NL	Ford Meter Box	USA	C-6195-70	C4444GNL	125	ea	\$ 15.86	\$ 1,982.50
10	Coupling, 3/4" X 1" Pack Joint Union C-61-95-69	Ford Meter Box	USA	C-6195-69	C4434GNL	50	ea	\$ 16.62	\$ 831.00
11	Coupling, 3/4" MIPT X 1" CTS Pack Joint ELL/L84-34-G-NL	Ford Meter Box	USA	C-6191-90	L8434GNL	150	ea	\$ 16.92	\$ 2,538.00
12	Coupling, 1" X 1" Pack Joint ELL L84-44-G-NL	Ford Meter Box	USA	C-6191-93	L8444GNL	25	ea	\$ 21.40	\$ 535.00
13	Coupling, 1" FIPT X 1" X CTS 90 Degree ELL L14-44-G-NL	Ford Meter Box	USA	C-6191-94	L1444GNL	25	ea	\$ 27.17	\$ 679.25
14	Branch, 1" X 3/4" X 3/4" Pack Joint Y44-243-G-NL	Ford Meter Box	USA	B-6820-00	Y44243GNL	25	ea	\$ 29.60	\$ 740.00
15	Tee, 3/4" X 3/4" X 3/4" Pack Joint T444-333-G-NL	Ford Meter Box	USA	T-1848-00	T444333GNL	25	ea	\$ 34.61	\$ 865.25
16	Tee, 3/4" X 3/4" X 1" Pack Joint T444-443-G-NL	Ford Meter Box	USA	T-1848-01	T444334GNL	50	ea	\$ 36.88	\$ 1,844.00
17	Tee, 1" X 1" X 3/4" Pack Joint T444-443-G-NL	Ford Meter Box	USA	T-1848-02	T444443GNL	25	ea	\$ 38.03	\$ 950.75
18	Tee, 1" X 1" X 1" Pack Joint T444-444-G-NL	Ford Meter Box	USA	T-1848-15	T444444GNL	25	ea	\$ 37.04	\$ 926.00
19	Tee, 2" X 2" X 1" Reducer Tee T184-774-NL	Ford Meter Box	USA	T-1848-25	T184774NL	10	ea	\$ 69.81	\$ 698.10
20	Stop, 3/4" Curb, Male/B81-233W-NL	Ford Meter Box	USA	S-7915-01	B81233WNL	350	ea	\$ 25.61	\$ 8,963.50
21	Stop, 1" Curb, Male/B-81-344W-NL	Ford Meter Box	USA	S-7915-02	B81344WNL	50	ea	\$ 51.76	\$ 2,588.00
22	Stop, 3/4" X 3/4" Ball Valve, CTS B44-333W-G-NL	Ford Meter Box	USA	S-7915-12	B44333WGNL	25	ea	\$ 53.53	\$ 1,338.25
23	Stop, 1" Ball Valve, CTS B44-444W-G-NL	Ford Meter Box	USA	S-7915-15	B44444WGNL	300	ea	\$ 76.38	\$ 22,914.00
24	Stop, 3/4" Corporation/FB1000-3-G-NL	Ford Meter Box	USA	S-7915-03	FB10003GNL	30	ea	\$ 37.90	\$ 1,137.00
25	Stop, 1" Corporation/FB1000-4-G-NL	Ford Meter Box	USA	S-7905-05	FB10004GNL	300	ea	\$ 48.31	\$ 14,493.00

REQUESTS FOR BIDS FOR
WATER METER BOXES AND BRASS COMPONENTS

Line	Description	Manufacturer	Country of Origin	COH Part No.	Manufacturer Part No.	Quantity	Units of Measure	Unit Cost	Total Cost
26	Stop, 2" Corporation/FB1600-7-NL	Ford Meter Box	USA	S-7900-05	FB16007NL	10		\$ 174.81	\$ 1,748.10
27	Valve, 3/4" Dual Check/HHC81-333-NL	Ford Meter Box	USA	V-0494-00	HHC81333NL	450		\$ 44.30	\$ 19,935.00
28	Valve, 1" Dual Check/HHC81-444-NL	Ford Meter Box	USA	V-0494-01	HHC81444NL	25		\$ 88.93	\$ 2,223.25

HENDERSONVILLE WATER AND SEWER

1. Henderson Water & Sewer

29	Coupling, 1" X 1" Pack Joint Straight CB4-44-G-NL	Ford Meter Box	USA	C-6196-33	C84444GNL	20		\$ 13.91	\$ 278.20
30	Box, 1" Meter, Crescent, Valves CB111-444-T-NL	Ford Meter Box	USA	B-6255-44	CB111444TNL	15		\$ 98.76	\$ 1,481.40
31									\$ -
32									\$ -
33									\$ -
34									\$ -
35									\$ -
36									\$ -
37									\$ -
38									\$ -
39									\$ -
40									\$ -
41									\$ -
42									\$ -
43									\$ -
44									\$ -
45									\$ -
46									\$ -
47									\$ -
48									\$ -
49									\$ -
50									\$ -
									\$ 193,870.92

HENDERSONVILLE WATER AND SEWER

Perm + Main

44										\$ -
45										\$ -
46										\$ -
47										\$ -
48										\$ -
49										\$ -
50										\$ -
										\$ 202,012.30

REQUESTS FOR BIDS FOR
WATER METER BOXES AND BRASS COMPONENTS

Bidder: Fortiline Waterworks
Address: 1260 Sweeten Creek Road, Asheville NC 28803
Email: _____

Contact: Bruce Brumbaugh
Date: 10/8/2018
Phone: 828.273.8510

RFB No. 19-01

Mobile: 864.303.5168



Line	Description	Manufacturer	Country of Origin	COH Part No.	Manufacturer Part No.	Quantity	Units of Measure	Unit Cost	Total Cost
1	Inner/Outer Barrel SET/CBBA	AY McDonald	US	B-0660-05	77RUS	30	ea	\$ 90.92	\$ 2,727.60
2	Outer Barrel/CBOB	AY McDonald	US	B-0660-04	77RUSouter	36	ea	\$ 67.82	\$ 2,441.52
3	Box, 5/8" X 3/4" Meter Crescent with Drilled Lid/CB111-233-T-NL	AY McDonald	US	B-6255-42	77R211begg333	360	ea	\$ 308.95	\$ 111,222.00
4	Coupling, 3/4" MIPT X 3/4" 1/8 Bend/LA-84-33-G-NL	Mueller	US	C-6191-71	G15529 250N	50	ea	\$ 29.62	\$ 1,481.00
5	Coupling, 3/4" X 1" Pack Joint, Straight/C84-34-G-NL	Mueller	US	C-6196-31	G15428 254N	200	ea	\$ 13.54	\$ 2,708.00
6	Coupling, 3/4" X 3/4" Pack Joint ELL L84-33-G-NL	Mueller	US	C-6191-91	G15526 250N	100	ea	\$ 18.74	\$ 1,874.00
7	Coupling, 3/4" X 3/4" Pack Joint Straight/C84-33-G-NL	Mueller	US	C-6196-30	G15428 250N	100	ea	\$ 12.50	\$ 1,250.00
8	Coupling, 3/4" X 3/4" Pack Joint Union C44-33-G-NL	Mueller	US	C-6195-68	G15403 250N	125	ea	\$ 15.24	\$ 1,905.00
9	Coupling, 1" X 1" Pack Joint Union C-44-44-G-NL	Mueller	US	C-6195-70	G15403 330N	125	ea	\$ 16.63	\$ 2,078.75
10	Coupling, 3/4" X 1" Pack Joint Union C-61-95-69	Mueller	US	C-6195-69	P15451 254N	50	ea	\$ 15.64	\$ 782.00
11	Coupling, 3/4" MIPT X 1" CTS Pack Joint ELL/ L84-34-G-NL	Mueller	US	C-6191-90	G15531 254N	150	ea	\$ 28.82	\$ 4,323.00
12	Coupling, 1" X 1" Pack Joint ELL L84-44-G-NL	Mueller	US	C-6191-93	G15526 330N	25	ea	\$ 24.05	\$ 601.25
13	Coupling, 1" FIPT X 1" X CTS 90 Degree ELL L14-44-G-NL	Mueller	US	C-6191-94	G15533 330N	25	ea	\$ 28.98	\$ 724.50
14	Branch, 1" X 3/4" X 3/4" Pack Joint Y44-243-G-NL	Mueller	US	B-6820-00	G15434 254N	25	ea	\$ 29.99	\$ 749.75
15	Tee, 3/4" X 3/4" X 3/4" Pack Joint T444-333-G-NL	Mueller	US	T-1848-00	G15381 250N	25	ea	\$ 35.04	\$ 876.00
16	Tee, 3/4" X 3/4" X 1" Pack Joint T444-443-G-NL	Mueller	US	T-1848-01	G15381 275N	50	ea	\$ 37.36	\$ 1,868.00
17	Tee, 1" X 1" X 3/4" Pack Joint T444-443-G-NL	Mueller	US	T-1848-02	G15381 361N	25	ea	\$ 41.67	\$ 1,041.75
18	Tee, 1" X 1" X 1" Pack Joint T444-444-G-NL	Mueller	US	T-1848-15	G15381 330N	25	ea	\$ 48.58	\$ 1,214.50
19	Tee, 2" X 2" X 1" Reducer Tee T184-774-NL	Mueller	US	T-1848-25	015393 575N	10	ea	\$ 99.30	\$ 993.00
20	Stop, 3/4" Curb, Male/B81-233W-NL	Mueller	US	S-7915-01	02085 R 250N	350	ea	\$ 32.23	\$ 11,280.50
21	Stop, 1" Curb, Male/B-81-344W-NL	Mueller	US	S-7915-02	020285 R 330N	50	ea	\$ 53.14	\$ 2,657.00
22	Stop, 3/4" X 3/4" Ball Valve, CTS B44-333W-G-NL	Mueller	US	S-7915-12	G25209 250N	25	ea	\$ 55.88	\$ 1,397.00
23	Stop, 1" Ball Valve, CTS B44-444W-G-NL	Mueller	US	S-7915-15	G25209 330N	300	ea	\$ 83.54	\$ 25,062.00
24	Stop, 3/4" Corporation/FB1000-3-G-NL	Mueller	US	S-7915-03	G25008 250N	30	ea	\$ 39.94	\$ 1,198.20
25	Stop, 1" Corporation/FB1000-4-G-NL	Mueller	US	S-7905-05	G25008 330N	300	ea	\$ 53.51	\$ 16,053.00

Final Approved Water Meter

REQUESTS FOR BIDS FOR
WATER METER BOXES AND BRASS COMPONENTS

Line	Description	Manufacturer	Country of Origin	COH Part No.	Manufacturer Part No.	Quantity	Units of Measure	Unit Cost	Total Cost
26	Stop, 2" Corporation/FB1600-7-NL	Mueller	US	S-7900-05	020045 550N	10	ea	\$ 183.19	\$ 1,831.90
27	Valve, 3/4" Dual Check/HHC81-333-NL	Ford	US	V-0494-00	HHC81333NL	450	ea	\$ 54.31	\$ 24,439.50
28	Valve, 1" Dual Check/HHC81-444-NL	Ford	US	V-0494-01	HHC81444NL	25	ea	\$ 105.10	\$ 2,627.50
29	Coupling, 1" X 1" Pack Joint Straight C84-44-G-NL	Mueller	US	C-6196-33	G15428 330N	20	ea	\$ 14.76	\$ 295.20
30	Box, 1" Meter, Crescent, Valves CB111-444-T-NL	AY McDonald	US	B-6255-44	777R415bcgg411	15	ea	\$ 366.26	\$ 5,493.90
31									\$ -
32									\$ -
33									\$ -
34									\$ -
35									\$ -
36									\$ -
37									\$ -
38									\$ -
39									\$ -
40									\$ -
41									\$ -
42									\$ -
43									\$ -
44									\$ -
45									\$ -
46									\$ -
47									\$ -
48									\$ -
49									\$ -
50									\$ -
									\$ 233,197.32

HENDERSONVILLE WATER AND SEWER

REQUESTS FOR BIDS FOR
WATER METER BOXES AND BRASS COMPONENTS

Bidder: Gibson Supply Inc.

Contact: Gaffney Gibson

RFB No. 19-01

Address 141 Lee Vaughn Road Simpsonville SC 29681-4437

Date: 10/8/2018

Email: gibsonsupplyinc@gmail.com

Phone: 864-963-5157

Mobile: 864-905-2375

Line	Description	Manufacturer	Country of Origin	COH Part No.	Manufacturer Part No.	Quantity	Units of Measure	Unit Cost	Total Cost
1	Inner/Outer Barrel SET/CBBA	Ford Meter Box Company, Inc.	USA	B-0660-05	CBBA	30	ea	\$ 106.19	\$ 3,185.70
2	Outer Barrel/CBOB	Ford Meter Box Company, Inc.	USA	B-0660-04	CBOB-NS	36	ea	\$ 56.75	\$ 2,043.00
3	Box, 5/8" X 3/4" Meter Crescent with Drilled Lid/CB111-233-T-NL	Ford Meter Box Company, Inc.	USA	B-6255-42	CB111-233-L-T-NL	360	ea	\$ 256.01	\$ 92,163.60
4	Coupling, 3/4" MIPT X 3/4" 1/8 Bend/LA-84-33-G-NL	Ford Meter Box Company, Inc.	USA	C-6191-71	LA84-33-G-NL	50	ea	\$ 14.50	\$ 725.00
5	Coupling, 3/4" X 1" Pack Joint, Straight/C84-34-G-NL	Ford Meter Box Company, Inc.	USA	C-6196-31	C84-34-G-NL	200	ea	\$ 12.79	\$ 2,558.00
6	Coupling, 3/4" X 3/4" Pack Joint ELL L84-33-G-NL	Ford Meter Box Company, Inc.	USA	C-6191-91	L84-33-G-NL	100	ea	\$ 12.65	\$ 1,265.00
7	Coupling, 3/4" X 3/4" Pack Joint Straight/C84-33-G-NL	Ford Meter Box Company, Inc.	USA	C-6196-30	C84-33-G-NL	100	ea	\$ 11.54	\$ 1,154.00
8	Coupling, 3/4" X 3/4" Pack Joint Union C44-33-G-NL	Ford Meter Box Company, Inc.	USA	C-6195-68	C44-33-G-NL	125	ea	\$ 14.06	\$ 1,757.50
9	Coupling, 1" X 1" Pack Joint Union C-44-44-G-NL	Ford Meter Box Company, Inc.	USA	C-6195-70	C44-44-G-NL	125	ea	\$ 16.08	\$ 2,010.00
10	Coupling, 3/4" X 1" Pack Joint Union C-61-95-69	Ford Meter Box Company, Inc.	USA	C-6195-69	C44-34-G-NL	50	ea	\$ 16.85	\$ 842.50
11	Coupling, 3/4" MIPT X 1" CTS Pack Joint ELL/ L84-34-G-NL	Ford Meter Box Company, Inc.	USA	C-6191-90	L84-34-G-NL	150	ea	\$ 17.16	\$ 2,574.00
12	Coupling, 1" X 1" Pack Joint ELL L84-44-G-NL	Ford Meter Box Company, Inc.	USA	C-6191-93	L84-44-G-NL	25	ea	\$ 21.71	\$ 542.75
13	Coupling, 1" FIPT X 1" X CTS 90 Degree ELL L14-44-G-NL	Ford Meter Box Company, Inc.	USA	C-6191-94	L14-44-G-NL	25	ea	\$ 27.55	\$ 688.75
14	Branch, 1" X 3/4" X 3/4" Pack Joint Y44-243-G-NL	Ford Meter Box Company, Inc.	USA	B-6820-00	Y44-243-G-NL	25	ea	\$ 30.02	\$ 750.50
15	Tee, 3/4" X 3/4" X 3/4" Pack Joint T444-333-G-NL	Ford Meter Box Company, Inc.	USA	T-1848-00	T444-333-G-NL	25	ea	\$ 35.10	\$ 877.50
16	Tee, 3/4" X 3/4" X 1" Pack Joint T444-443-G-NL	Ford Meter Box Company, Inc.	USA	T-1848-01	T444-334-G-NL	50	ea	\$ 37.39	\$ 1,869.50
17	Tee, 1" X 1" X 3/4" Pack Joint T444-443-G-NL	Ford Meter Box Company, Inc.	USA	T-1848-02	T444-443-G-NL	25	ea	\$ 38.56	\$ 964.00
18	Tee, 1" X 1" X 1" Pack Joint T444-444-G-NL	Ford Meter Box Company, Inc.	USA	T-1848-15	T444-444-G-NL	25	ea	\$ 37.56	\$ 939.00
19	Tee, 2" X 2" X 1" Reducer Tee T184-774-NL	Ford Meter Box Company, Inc.	USA	T-1848-25	T184-774-G-NL	10	ea	\$ 70.86	\$ 708.60
20	Stop, 3/4" Curb, Male/B81-233W-NL	Ford Meter Box Company, Inc.	USA	S-7915-01	B81-233W-NL	350	ea	\$ 25.96	\$ 9,086.00
21	Stop, 1" Curb, Male/B-81-344W-NL	Ford Meter Box Company, Inc.	USA	S-7915-02	B81-344W-NL	50	ea	\$ 52.54	\$ 2,627.00
22	Stop, 3/4" X 3/4" Ball Valve, CTS B44-333W-G-NL	Ford Meter Box Company, Inc.	USA	S-7915-12	B44-333W-G-NL	25	ea	\$ 54.29	\$ 1,357.25
23	Stop, 1" Ball Valve, CTS B44-444W-G-NL	Ford Meter Box Company, Inc.	USA	S-7915-15	B44-444W-G-NL	300	ea	\$ 77.47	\$ 23,241.00
24	Stop, 3/4" Corporation/FB1000-3-G-NL	Ford Meter Box Company, Inc.	USA	S-7915-03	FB1000-3-G-NL	30	ea	\$ 38.43	\$ 1,152.90
25	Stop, 1" Corporation/FB1000-4-G-NL	Ford Meter Box Company, Inc.	USA	S-7905-05	FB1000-4-G-NL	300	ea	\$ 49.00	\$ 14,700.00

REQUESTS FOR BIDS FOR

Michael Lunnar

HENDERSONVILLE WATER AND SEWER

WATER METER BOXES AND BRASS COMPONENTS

Line	Description	Manufacturer	Country of Origin	COH Part No.	Manufacturer Part No.	Quantity	Units of Measure	Unit Cost	Total Cost
26	Stop, 2" Corporation/FB1600-7-NL	Ford Meter Box Company, Inc.	USA	S-7900-05	FB1600-7-NL	10	ea	\$ 177.28	\$ 1,772.80
27	Valve, 3/4" Dual Check/HHC81-333-NL	Ford Meter Box Company, Inc.	USA	V-0494-00	HHC81-333-NL	450	ea	\$ 44.49	\$ 20,020.50
28	Valve, 1" Dual Check/HHC81-444-NL	Ford Meter Box Company, Inc.	USA	V-0494-01	HHC81-444-NL	25	ea	\$ 89.29	\$ 2,232.25
29	Coupling, 1" X 1" Pack Joint Straight C84-44-G-NL	Ford Meter Box Company, Inc.	USA	C-6196-33	C84-44-G-NL	20	ea	\$ 14.11	\$ 282.20
30	Box, 1" Meter, Crescent, Valves CB111-444-T-NL	Ford Meter Box Company, Inc.	USA	B-6255-44	CB111-444-I-T-NL	15	ea	\$ 380.84	\$ 5,712.60
31									\$ -
32									\$ -
33					I HIGHLIGHTED CORRECTED PART #'S				\$ 199,803.40
34									\$ -
35									\$ -
36									\$ -
37									\$ -
38									\$ -
39									\$ -
40									\$ -
41									\$ -
42									\$ -
43									\$ -
44									\$ -
45									\$ -
46									\$ -
47									\$ -
48									\$ -
49									\$ -
50									\$ -

NO SALES TAX INCLUDED ON THIS BID

NO SALES TAX INCLUDED

HENDERSONVILLE WATER AND SEWER

REQUESTS FOR BIDS FOR
WATER METER BOXES AND BRASS COMPONENTS

Bidder: Miller Supply Company, Inc
Address: PO Box 1745 - 1628 S. Main Street - Laurinburg, NC 28353
Email: joey.batten@millersupplywaterworks.com

Contact: Tyler Walsh Joseph Batten
Date: 10/4/2018
Phone: 910-276-7820

RFB No. 19-01

Mobile: 910-318-6226

Line	Description	Manufacturer	Country of Origin	COH Part No.	Manufacturer Part No.	Quantity	Units of Measure	Unit Cost	Total Cost
1	Inner/Outer Barrel SET/CBBA	Ford	USA	B-0660-05	CBBA	30	ea	\$ 107.25	\$ 3,217.50
2	Outer Barrel/CBOB-NS	Ford	USA	B-0660-04	CBOB-NS	36	ea	\$ 57.25	\$ 2,061.00
3	Box, 5/8" X 3/4" Meter Crescent with Drilled Lid/CB111-233-T-NL	Ford	USA	B-6255-42	CB111-233-T-NL	360	ea	\$ 261.15	\$ 94,014.00
4	Coupling, 3/4" MIPT X 3/4" 1/8 Bend/LA-84-33-G-NL	Ford	USA	C-6191-71	LA-84-33-G-NL	50	ea	\$ 14.70	\$ 735.00
5	Coupling, 3/4" X 1" Pack Joint, Straight/C84-34-G-NL	Ford	USA	C-6196-31	C84-34-G-NL	200	ea	\$ 13.00	\$ 2,600.00
6	Coupling, 3/4" X 3/4" Pack Joint ELL L84-33-G-NL	Ford	USA	C-6191-91	L84-33-G-NL	100	ea	\$ 12.80	\$ 1,280.00
7	Coupling, 3/4" X 3/4" Pack Joint Straight/C84-33-G-NL	Ford	USA	C-6196-30	C84-33-G-NL	100	ea	\$ 11.70	\$ 1,170.00
8	Coupling, 3/4" X 3/4" Pack Joint Union C44-33-G-NL	Ford	USA	C-6195-68	C44-33-G-NL	125	ea	\$ 14.30	\$ 1,787.50
9	Coupling, 1" X 1" Pack Joint Union C-44-44-G-NL	Ford	USA	C-6195-70	C44-44-G-NL	125	ea	\$ 16.25	\$ 2,031.25
10	Coupling, 3/4" X 1" Pack Joint Union C-61-95-69	Ford	USA	C-6195-69	C44-34-G-NL	50	ea	\$ 17.00	\$ 850.00
11	Coupling, 3/4" MIPT X 1" CTS Pack Joint ELL/ L84-34-G-NL	Ford	USA	C-6191-90	L84-34-G-NL	150	ea	\$ 17.35	\$ 2,602.50
12	Coupling, 1" X 1" Pack Joint ELL L84-44-G-NL	Ford	USA	C-6191-93	L84-44-G-NL	25	ea	\$ 22.00	\$ 550.00
13	Coupling, 1" FIPT X 1" X CTS 90 Degree ELL L14-44-G-NL	Ford	USA	C-6191-94	L14-44-G-NL	25	ea	\$ 27.85	\$ 696.25
14	Branch, 1" X 3/4" X 3/4" Pack Joint Y44-243-G-NL	Ford	USA	B-6820-00	Y44-243-G-NL	25	ea	\$ 30.35	\$ 758.75
15	Tee, 3/4" X 3/4" X 3/4" Pack Joint T444-333-G-NL	Ford	USA	T-1848-00	T444-333-G-NL	25	ea	\$ 35.50	\$ 887.50
16	Tee, 3/4" X 3/4" X 1" Pack Joint T444-334-G-NL	Ford	USA	T-1848-01	T444-334-G-NL	50	ea	\$ 37.80	\$ 1,890.00
17	Tee, 1" X 1" X 3/4" Pack Joint T444-443-G-NL	Ford	USA	T-1848-02	T444-443-G-NL	25	ea	\$ 39.00	\$ 975.00
18	Tee, 1" X 1" X 1" Pack Joint T444-444-G-NL	Ford	USA	T-1848-15	T444-444-G-NL	25	ea	\$ 38.00	\$ 950.00
19	Tee, 2" X 2" X 1" Reducer Tee T184-774-NL FIPxMIPxCTS	Ford	USA	T-1848-25	T184-774-NL	10	ea	\$ 71.60	\$ 716.00
20	Stop, 3/4" Curb, Male/B81-233W-NL	Ford	USA	S-7915-01	B81-233W-NL	350	ea	\$ 26.30	\$ 9,205.00
21	Stop, 1" Curb, Male/B-81-344W-NL	Ford	USA	S-7915-02	B81-344-W-NL	50	ea	\$ 53.10	\$ 2,655.00
22	Stop, 3/4" X 3/4" Ball Valve, CTS B44-333W-G-NL	Ford	USA	S-7915-12	B44-333-W-G-NL	25	ea	\$ 54.90	\$ 1,372.50
23	Stop, 1" Ball Valve, CTS B44-444W-G-NL	Ford	USA	S-7915-15	B44-444-W-G-NL	300	ea	\$ 78.25	\$ 23,475.00
24	Stop, 3/4" Corporation/FB1000-3-G-NL	Ford	USA	S-7915-03	FB1000-3-G-NL	30	ea	\$ 38.90	\$ 1,167.00
25	Stop, 1" Corporation/FB1000-4-G-NL	Ford	USA	S-7905-05	FB1000-4-G-NL	300	ea	\$ 49.50	\$ 14,850.00

MILLER SUPPLY CO., INC.
P.O. BOX 1745
LAURINBURG, N.C. 28353

Joseph Batten

Miller, Lumber

HENDERSONVILLE WATER AND SEWER

REQUESTS FOR BIDS FOR
WATER METER BOXES AND BRASS COMPONENTS

Line	Description	Manufacturer	Country of Origin	COH Part No.	Manufacturer Part No.	Quantity	Units of Measure	Unit Cost	Total Cost
26	Stop, 2" Corporation/FB1600-7-NL	Ford	USA	S-7900-05	FB1600-7-NL	10		\$ 179.30	\$ 1,793.00
27	Valve, 3/4" Dual Check/HHC81-333-NL	Ford	USA	V-0494-00	HHC81-333-NL	450		\$ 45.40	\$ 20,430.00
28	Valve, 1" Dual Check/HHC81-444-NL	Ford	USA	V-0494-01	HHC81-444-NL	25		\$ 91.15	\$ 2,278.75
29	Coupling, 1" X 1" Pack Joint Straight C84-44-G-NL	Ford	USA	C-6196-33	C84-44-G-NL	20		\$ 14.30	\$ 286.00
30	Box, 1" Meter, Crescent, Valves CB111-444-T-NL	Ford	USA	B-6255-44	CB111-444-T-NL	15		\$ 389.00	\$ 5,835.00
31									\$ -
32									\$ -
33									\$ -
34									\$ -
35									\$ -
36									\$ -
37									\$ -
38									\$ -
39									\$ -
40									\$ -
41									\$ -
42									\$ -
43									\$ -
44									\$ -
45									\$ -
46									\$ -
47									\$ -
48									\$ -
49									\$ -
50									\$ -
									\$ 203,119.50

Joseph Batten

MILLER SUPPLY CO., INC
P.O. BOX 1745
LAURINBURG, N.C. 28353



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Jennifer Harrell

Department: Admin

Date Submitted: 10/19/2018

Presenter: Jennifer Harrell

Date of Council Meeting to consider this item: 11/01/2018

Nature of Item: Council Action

Summary of Information/Request:

Item # 05di

Staff finds it necessary to include procedures in the personnel policy when a state of emergency is declared by the Mayor. This also addresses overtime pay for essential employees including most exempt employees. Essential personnel are critical to ensure public safety, provide limited services at a minimum to the City of Hendersonville citizens and customers and to restore the City of Hendersonville to normal operation during emergency situations/disasters.

Additionally, language needs to be changed in the policy regarding employees who are promoted or reclassified. Currently, the language provides that those employees promoted or reclassified to the minimum of the salary range be moved to the probation completion amount upon successful completion of the probationary period. The clause "upon successful completion of the probationary period" needs to be removed. This revision will clean up the language and deter any possible inequities that could result under the current language.

Revisions are on page 13,15 and 16 of the attached policy.

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

Suggested Motion:

I move City Council approve the revisions to the personnel policy as presented.

Attachments:

**CITY OF HENDERSONVILLE
PERSONNEL POLICY**

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

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ARTICLE I. GENERAL PROVISIONS

Section 1. Purpose of the Policy

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

Section 2. At Will Employment

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

Section 3. Merit Principle

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

Section 4. Responsibilities of the City Council

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

Section 5. Responsibilities of the City Manager

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

The City Manager shall supervise or participate in:

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

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

Section 6. Responsibilities of the Human Resources Director

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

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

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

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

Section 8. Departmental Rules and Regulations

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

Section 9. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. POSITION CLASSIFICATION PLAN

Section 1. Purpose.

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

Section 2. Composition of the Position Classification Plan

The classification plan shall consist of:

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

Section 3. Use of the Position Classification Plan

The classification plan is to be used:

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

Section 4. Administration of the Position Classification Plan

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

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

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

Section 6. Request for Reclassification

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

ARTICLE III. THE PAY PLAN

Section 1. Definition

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

Section 2. Administration and Maintenance

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

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

Section 3. Starting Salaries

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

Section 4. Trainee Designation and Provisions

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

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

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

Section 5. Probationary Pay Increases

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

Section 6. Merit Pay

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

Section 7. Merit Pay Bonus

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

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

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

provides an increase of at least approximately 5% over the employee's salary before the promotion, whichever is greater. In the event that an employee's salary is increased 5% but does not reach the probation completion amount for the position, that employee's salary shall be advanced to the probation completion amount. ~~upon successful completion of the probationary period.~~ In the event of highly skilled and qualified employees, shortage of qualified applicants, or other reasons related to the merit principle of employment, the City Manager may set the salary at an appropriate rate in the range of the position to which the employee is promoted that best reflects the employee's qualifications for the job and relative worth to the City, taking into account the range of the position and relative qualifications of other employees in the same classification. In no event, however, shall the new salary exceed the maximum rate of the new salary range. In setting the promotion salary, the City shall consider internal comparisons with other employees in the same or similar jobs.

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

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

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

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

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

Section 9. Salary Effect of Salary Range Revisions

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

Section 10. Transition to a New Salary Plan

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

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

Section 11. Effective Date of Salary Changes

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

Section 12. Overtime Pay Provisions

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

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

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

Section 13. Compensatory Time (Comp Time)

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

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

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

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

In the case of a severe and unusual circumstance including, but not limited to natural disasters, an official "State of Emergency" may be declared by the Mayor. Essential personnel are critical to ensure public safety, provide limited services at a minimum to the City of Hendersonville citizens and customers, and to restore the City of Hendersonville to normal operation.

Therefore, the following policy has been developed to address city operations during periods of State of Emergency situations/disasters.

- 1). Essential employees are expected to report to his/her workstation each work day and to make the necessary advance preparations so he/she can get to work in periods of states of emergencies/ disasters.
- 2). During emergency situations or disasters, an employee may be reassigned to other facilities to assist as needed.
- 3). Emergency Pay when a State of Emergency is declared by the Mayor during disaster situations. All essential exempt and non-exempt employees (excluding the City Manager and department heads) shall be compensated at a rate of one and one half (1 ½) hours for all hours worked above their normal work period. All employees on prior approved leave (vacation or sick) who do not work during the declared emergency will be unaffected by this policy, unless the employee's presence is deemed as essential and his/her vacation is cancelled by the department head/City Manager.
- 4). Any employee not reporting to work as directed by his/her department head or the City Manager shall be deemed absent without approved leave and shall be subject to disciplinary action in accordance with the Personnel Policy.
- 5). Payment of overtime during emergency periods will not jeopardize or change an employee's exempt status.

6). Should the designation of the "State of Emergency" continue for an extended period of time due to severe and unusual circumstances or its aftermath, the City Manager or his/her designee may re-evaluate and modify the compensation rate and any other administrative policies deemed necessary.

Section 14. Call-back and Stand-by Pay

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

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

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

Section 15. Payroll Deduction

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

Section 16. Hourly Rate of Pay

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

Section 17. Longevity Pay

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

Longevity pay may be approved each fiscal year depending upon the financial conditions of the City

and would not be considered a part of the annual base pay. Appropriate federal state, retirement, etc. deductions will be made.

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

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

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

ARTICLE IV. RECRUITMENT AND EMPLOYMENT

Section 1. Equal Employment Opportunity Policy

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

Section 2. Implementation of Equal Employment Opportunity Policy

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

Section 3. Recruitment, Selection and Appointment

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

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

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

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

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

Section 4. Probationary Period

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

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

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

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

Section 5. Promotion

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

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

Section 6. Demotion and Reassignment

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

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

Section 7. Transfer

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

ARTICLE V. CONDITIONS OF EMPLOYMENT

Section 1. Work Schedule

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

Section 2. Political Activity

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

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

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

Section 3. Outside Employment

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

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

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

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

Section 4. Dual Employment

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

Section 5. Employment of Relatives

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

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

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

Section 6. Harassment Prohibited

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

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

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

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

Section 7. Solicitation and Acceptance of Gifts and Favors

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

Section 8. Performance Evaluation

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

Section 9. Safety

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

Section 10. Substance Abuse Policy

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

Section 11. Disruption of the Work Place

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

Section 12. Attendance

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

ARTICLE VI. EMPLOYEE BENEFITS

Section 1. Eligibility

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

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

Section 2. Group Health and Hospitalization Insurance

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

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

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

Section 3. Group Life Insurance

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

Section 4. Other Optional Group Insurance Plans

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

Section 5. Retirement

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

Section 6. Supplemental Retirement Benefits

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

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

Section 7. Social Security

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

Section 8. Workers' Compensation

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

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

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

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

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

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

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

Section 9. Unemployment Compensation

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

Section 10. Tuition Assistance Program

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

Section 11. Law Enforcement Separation Allowance

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

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

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

Termination of these benefits happens:

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

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

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

ARTICLE VII. HOLIDAYS AND LEAVES OF ABSENCE

Section 1. Policy

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

Section 2. Holidays

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

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

Section 3. Holidays: Effect on Other Types of Leave

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

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

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

Section 5. Vacation Leave

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

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

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

Section 6. Vacation Leave: Use by Probationary Employees

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

Section 7. Vacation Leave: Accrual Rate

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

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

Section 8. Vacation Leave: Maximum Accumulation

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

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

Section 9. Vacation Leave: Manner of Taking

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

Section 10. Vacation Leave: Payment upon Separation

An employee who has successfully completed six months of the probationary period will normally be paid for accumulated vacation leave upon separation not to exceed 40 days prorated as shown in Section 16, provided notice is given to the supervisor at least two weeks in advance of the effective date of resignation.

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

Section 11. Vacation Leave: Payment upon Death

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

Section 12. Sick Leave

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

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

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

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

Section 13. Sick Leave: Accrual Rate and Accumulation

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

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

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

Section 14. Transfer of Sick Leave from Previous Employer

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

Section 15. Sick Leave: Medical Certification

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

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

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

Section 16. Leave Pro-rated

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

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

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

Section 17. Funeral Leave

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

Section 18. Leave Without Pay

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

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

Section 19. Family and Medical Leave

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

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

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

Service member Family Leave

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

Eligible employees

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

Leave

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

12-Month Period

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

Medical Certification

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

Spouse's Combined Leave

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

Benefits Continuation

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

Reinstatement

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

Section 20. Workers' Compensation Leave

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

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

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

Section 21. Return to Work

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

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

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

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

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

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

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

Section 22. Military Leave

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

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

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

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

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

Section 23. Reinstatement Following Military Service

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

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

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

Section 24. Civil Leave

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

Section 25. Parental School Leave

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

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

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

ARTICLE VIII. SEPARATION AND REINSTATEMENT

Section 1. Types of Separations

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

Section 2. Resignation

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

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

Section 3. Reduction in Force

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

Section 4. Disability

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

Section 5. Voluntary Retirement

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

Section 6. Death

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

Section 7. Dismissal

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

Section 8. Reinstatement

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

Section 9. Rehiring

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

ARTICLE IX. UNSATISFACTORY JOB PERFORMANCE AND DETRIMENTAL PERSONAL CONDUCT

Section 1. Disciplinary Action for Unsatisfactory Job Performance

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

Section 2. Unsatisfactory Job Performance Defined

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

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

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

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

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

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

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

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

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

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

Section 4. Disciplinary Action for Detrimental Personal Conduct

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

Section 5. Detrimental Personal Conduct Defined

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

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

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

Section 6. Possible Dismissal: Notice and Hearing

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

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

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

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

Section 7. Non-Disciplinary Suspension

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

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

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

ARTICLE X. GRIEVANCE PROCEDURE AND ADVERSE ACTION APPEAL

Section 1. Policy

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

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

Section 2. Grievance Defined

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

Section 3. Purposes of the Grievance Procedure

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

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

Section 4. Procedure

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

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

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

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

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

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

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

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

Section 5. Role of the Human Resources Director

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

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

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

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

Section 6. Grievance and Adverse Action Appeal Procedure for Discrimination

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

ARTICLE XI. RECORDS AND REPORTS

Section 1. Public Information

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

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

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

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

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

Section 2. Access to Confidential Records

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

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

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

Section 3. Personnel Actions

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

Section 4. Records of Former Employees

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

Section 5. Remedies of Employees Objecting to Material in File

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

Section 6. Penalties for Permitting Access to Confidential Records

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

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

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

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

Section 8. Destruction of Records Regulated

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

ARTICLE XII. IMPLEMENTATION OF POLICIES

Section 1. Conflicting Policies Repealed

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

Section 2. Severability

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

Section 3. Effective Date

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

Section 4. Amendments

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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Murr

Department: Utilities

Date Submitted: 10-24-2018

Presenter: Lee Smith

Date of Council Meeting to consider this item: 11-01-2018

Nature of Item: Council Action

Summary of Information/Request:

Item # 05e

The Facilities Maintenance Mechanic I position (pay grade 9) within the Water and Sewer Department was approved as part of the FY19 budget. This position was intended to perform maintenance and repairs to the Water and Sewer Department's generators, located at various sites throughout our service area.

Staff has reviewed the job description and determined that the technical skills and abilities required for this position greatly exceed what is required for a Facility Maintenance Mechanic I or II. However, the level of responsibilities was determined to be similar to the Facilities Maintenance Mechanic II (pay grade 11) position. Additionally, staff has determined that advertisement of the position with the Facility Maintenance Mechanic title would not reach an adequate, qualified pool of candidates.

It is recommended that the Facilities Maintenance Mechanic position (Pay Grade 9) be retitled and reclassified to a Generator Maintenance Technician (pay grade 11).

Budget Impact: \$ 3095.00 _____ Is this expenditure approved in the current fiscal year budget? No Yes If no, describe how it will be funded.

This position was approved as a pay grade 9. It has not been filled. The additional funds would come from three months of unpaid salary.

Suggested Motion:

I move City Council approve the position reclassifications and job descriptions as presented.

Attachments:

Job Descriptions

Generator Maintenance Technician

Primary Reason Why Classification Exists

To perform a variety of semi-skilled work in the maintenance and repair of the City's water and wastewater generators and transfer switchgear.

Distinguishing Features of the Class

An employee in this class performs a variety of entry level skilled and technical tasks in the inspection, repair, preventive, and corrective maintenance on Internal Combustion (IC) engines, diesel generators, and other internal combustion gaseous engines; tests, replaces or adjusts engine components such as valves, pistons, bearings, emissions systems, and other related systems; and, interprets schematic wiring and modifies diesel control circuits. Work is performed under general supervision or with technical guidance may perform more difficult assignments as assigned by Facility Maintenance Supervisor.

Illustrative Examples of Work

- Performs preventive and corrective maintenance on Automatic Transfer Switches (ATS) and annunciator panels.
- Assist and participate in routine inspections to IC engines, diesel generators, and associated equipment.
- Perform load testing on units to identify possible problems and prevent wet stacking.
- Make electrical and mechanical wiring modifications to LP, Natural Gas, Diesel control circuits.
- Rebuild and repair gas compressors (turbochargers) used for forced-induction of IC engines, head gaskets, seals, water pumps, catalytic converters, torque heads, belts and hoses.
- Conduct automatic and manual transfer tests of simulated power outages to ensure generators are functioning properly.
- Test batteries, fuel coolant, and oil; ship oil samples for analysis.
- Transport and dispose hazardous materials.
- Obtains materials, supplies, tools and equipment using established purchasing procedures.
- Keeps records of work activities.
- Assists in other divisions as needed.
- Participates in the City's safety program and adheres to safety procedures and policies.
- Performs related tasks as required.

Knowledge, Skills, and Abilities:

- Working knowledge of standard practices, materials, tools, and equipment utilized in maintenance and repair of commercial generators and switchgear
- Working electrical control maintenance and repair techniques.
- Working knowledge of work hazards and applicable safety precautions associated with assigned area of work.
- Some knowledge of city purchasing procedures.
- Ability to understand and follow oral and written instructions.
- Ability to use varied equipment required in performance of duties.
- Ability to establish and maintain effective working relationships with other employees, supervisors and the general public.
- Ability to keep accurate records of materials used.
- Ability to set appropriate priorities and work productively without close supervision.

- Ability to identify and report maintenance needs or safety issues to the supervisor.

Physical Requirements

Work in this class is characterized as heavy work requiring the exertion of 100 pounds of force occasionally, up to 50 pounds of force frequently, and up to 20 pounds of force constantly to move objects. Work requires climbing, balancing, stooping, kneeling, crouching, reaching, standing, working, pushing, pulling, lifting, grasping, and repetitive motions. Vocal communication is required for expressing or exchanging ideas by means of the spoken word. Hearing is required to perceive information at normal spoken word levels. Visual acuity is required for depth perception, color perception, preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, assembly or fabrication of parts at or within arms' length, operation of machines and motor vehicles, determining accuracy and thoroughness of work, and observing surroundings.

Working Conditions

Employee in this class is subject to both inside and outside environmental conditions, extreme cold and heat, noise from motorized maintenance equipment, vibrations, atmospheric conditions, and oils, greases, fumes, dirt, sharps from metal and glass, and biting or stinging insects and possibly reptiles. Employee must wear hearing/visual protection while performing most field work and may be exposed to blood borne pathogens requiring specialized personal protective equipment. Employee may frequently work in close quarters, crawl space, shafts, manholes, small enclosed rooms and other areas which could cause claustrophobia.

Education

Graduation from high school or equivalency.

Experience

Four (4) years of experience working in the power production field Must have sound knowledge of operation and troubleshooting generators and transfer switches.

Special Requirements

Valid driver's license

FLSA Status: Non-Exempt

Disclaimer

This classification specification has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to perform the job. The City of Hendersonville reserves the right to assign or otherwise modify the duties assigned to this classification.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Murr

Department: Admin

Date Submitted: 10/22/2018

Presenter: Lee Smith

Date of Council Meeting to consider this item: 11/01/2018

Nature of Item: Council Action

Summary of Information/Request:

Item # 05f

The Water & Sewer Department is seeking City Council approval for a sole-source generator maintenance agreement. City Staff recommend a six (6) month agreement with Maybin's Emergency Power Systems (Maybin's). Maybin's is a nearby firm (Zirconia, NC) offering full support and services required by the Water & Sewer Department. This contract is intended to assist in maintenance as the City begins to recruit, hire, and train a Generator Maintenance Technician; who will complete future work as City Staff.

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

Expenses will be tracked as needed. The estimated cost per maintenance call is \$5,500.

Suggested Motion:

I move City Council enter into a generator maintenance agreement with Maybin's Emergency Power Systems for a six (6) month period as outlined in the Planned Maintenance Agreement.

Attachments:

See Below.

Sole Sourcing Justification
Maybin's Emergency Power Systems – Cummins Generators

Buying Local

The City of Hendersonville desires to purchase and contract service with local vendors within the City and Henderson County. *Maybin's Emergency Power Systems* (Maybin's) provides local sales, installation, support and warranty of *Cummins* power generation equipment. Maybin's is focused on providing service in western North Carolina and has an office located in nearby Zirconia, NC.

Buying Quality Equipment

It has been our experience that the quality of generators manufactured by *Cummins* has been exemplary while our service experience with Maybin's has always been outstanding. Maybin's provides engineering and field support for *Cummins* products. Procuring *Cummins* products, compared to other emergency power systems, will save the City operation and maintenance costs in the long-run, as we have standardized with this type of power generation equipment throughout our water distribution and sewer collection systems. This allows for less repair and replacement parts to manage in inventory and will allow for our new generator service technician to focus this one type of power generation equipment.

In the future, the Water and Sewer Department will examine additional service providers. Examining additional providers in the future will keep all involved parties honest about products, services, and costs. Maybin's and *Cummins* have proved excellence in products and services; however, the City recognizes in the future, alternative service providers may provide greater benefit and greater savings, if equal service providers are available in this region.

Sole Source of Supply

Maybin's is a factory certified/trained dealer and is a licensed NC electrical contractor specializing in power generation equipment; licensed to sell, service, repair, install and warranty *Cummins* generators in western North Carolina. While in a contract with *Maybin's Emergency Power*, the mark up cost for required maintenance parts is negotiated at no more than 10% above dealer's cost, and no more than 4.5% percent on new generator purchases. This is a substantial saving over the general contractor mark up of up to 20%.

The advantage of sole source for the Department is the consistency of pricing, parts, and service. Sole sourcing helps to increase efficiency when ordering parts, seeking emergency repair services and purchasing new generators. Sole sourcing works very well with our long-range goal of standardizing the Department's power generation equipment.

CUMMINS/ONAN EMERGENCY POWER PRODUCTS

Maybin's Emergency Power Systems
197 Mountain Valley Cemetery Road, Zirconia, NC 28790
(828) 697-1195 Phone
(828) 697-2125 Fax

Planned Maintenance Agreement

Maybin's Emergency Power Systems will provide planned maintenance and 24 hour emergency service on your generator set (s) listed on page 3, at the rate's and intervals contained herein:

1. Planned Maintenance:

The following services will be performed every 6 months to insure operational capability of generator set and accessories.

A. Electrical System AC & DC --all cables will be checked, cleaned, and tightened as required. Batteries will be checked for correct specific gravity and distilled water added, if needed. External battery charger and/or battery charging alternator will be inspected and tested for proper operation. Terminations, control panel, control components, warning systems, and emergency shutdowns will be checked for proper operation.

B. Fuel Systems--Inspect system for leaks. All fuel filters will be replaced as required or at least once a year.

C. Lube Oil System-- Check oil level, governor reservoir level, record engine oil pressure, inspect system for leaks, change lube oil and filters per manufacturer's recommendations at the cost indicated on page 3. If the unit has a lube oil heater, it will be checked to insure proper operation. An oil analysis sample will be made yearly to monitor internal engine conditions.

D. Cooling System-- Inspect system for leaks and test coolant for proper anti-freeze mixture and level all hoses, hose clamps, belts, and jacket water heater connections will be inspected. If the engine is equipped with a water filter, the filter will be changed at the same time as the oil filter. For air cooled units cooling fins, fans, shrouds, etc. will be inspected, cleaned, and checked for proper operation.

E. Air Filters-- Inspect complete air intake and exhaust systems including louvers/shutters for correct operation whenever generator is running either in manual or automatic mode. Inspect and clean all air filters if needed.

F. Exhaust System-- Open and drain condensation traps. Check for any exhaust restrictions. Inspect systems for leaks, and check all mounting hardware, and tighten as necessary. Check rain cap for proper operation when engines running and stopped.

G. Generator Sets-- Manually Operate generator set at no load and verify that generator is producing rated AC voltage and frequency and all control panel instruments and gauges are functioning. In addition, unit will be checked for an unusual engine or generator noise, water, oil, or exhaust leaks and smooth running engine.

Whenever possible the customer should make building load available or have a load bank. We will check the unit under load for 15 to 30 minutes and record unit panel readings.

H. Switchgear-- Inspect and test transfer switch and/or paralleling gear to insure that it automatically starts the generator and is transferring properly. Plus, all options such as: time delays, plant exerciser, battery charger, etc. are performing in accordance with customer's requirements.

I. General--Grease all necessary fittings, visually inspect vibration isolators, duct work, weatherproof enclosures, worn and/or rubbing part and components.

J. Reports--A detailed report will be provided describing the work that was performed and recommendations for corrective maintenance that is not covered by the planned maintenance service.

K. Price- The price for a planned maintenance service call includes labor and travel cost for service described in paragraph 1. A through K at a price of \$11,500.00 per year based on 2 visits per year.

2. Emergency Service:

Normal business hours are from 8:00 am to 5:00 pm, Monday through Friday, excluding Holidays. The hourly rate for service during those hours is charged portal to portal and is as follows:

	Standard	PM Customer
Regular Business Hours	\$135.00	\$110.00
Over Time/Holiday Hours	\$155.00	\$135.00

There will be a minimum of a two hour charge for any services performed on weekends, holidays, or calls received after 5:00 pm during normal business week.

Hotels, meals, etc., if applicable, will be billed at actual cost.

3. Warranty

Maybin's Emergency Power warranties repair work performed by any Maybin's Emergency Power technician to be free from defects in workmanship under normal use and service for three (3) months or 150 hours of operation, whichever comes first.

Obligations under this warranty are limited to repair or replacement, at Maybin's Emergency Power's option, of any parts damaged as a result of faulty workmanship.

4. General

In order to help reduce down time, we make a list of miscellaneous and "hard to get" parts and/or materials for the generators that we have under planned maintenance agreement. Although, we stock many parts, we have found it impossible to stock everything needed for all the different generator systems that we service. These parts consist of: belts, hoses, diodes, regulators, etc. Items that usually cause problems but that we may not have during an emergency. We suggest the spare parts be purchased and stored at the generator site to be used in case of emergency. This is only a suggestion.

The purpose of this inspection is to maintain the equipment at the highest operational level possible for this purpose, any parts required, not specifically mentioned above and labor over three (3) hours will be charged to the equipment owner at listed rates.

It is understood that this agreement does not include expenses to repair damages caused by

abuse, accident, theft, acts of a third person, altering equipment or forces of nature.

This agreement renews annually by authorization of customer.

Note: Customer will be invoiced after service's rendered. We accept no retainer.

NOTE: Cancellation of this agreement can be performed by either party sending notification, in writing, thirty (30) days prior to desired cancellation date.

Repair parts will be billed per site if required to repair unit. Does not include replacement of batteries, belts or control parts. Programing of control boards if needed will be Per Board per site when needed. Oil and filters to be changed @ 100hr intervals.

Maybin's Emergency Power

By: James L. Maybin

Signature: James L. Maybin

Date: July 20 2018

Purchase Order: _____

Maybin's Emergency Power System
197 Mountain Valley Cemetery Road
Zirconia, NC 28790
828-697-1195

Owner

By: _____

Signature: _____ Date: _____

Title: _____

Address:

Phone:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Admin

Date Submitted: 10.25.18

Presenter:

Date of Council Meeting to consider this item: 11.01.18

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 06

An update on tourism in the area will be given by Beth Carden.

Friends of the Oklawaha Greenway will give an update on the draft Henderson County's new Greenway Master Plan, Survey and Public Input Sessions, future extensions, etc.

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

Suggested Motion:

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 10.9.18

Presenter: Susan G. Frady, Development Asst Director

Date of Council Meeting to consider this item: 11-1-18

Nature of Item: Council Action

Summary of Information/Request:

Item # 07

The City of Hendersonville has received a petition from Jennifer Fleming for contiguous annexation of parcel 9577-09-2306 containing approximately 0.24 acres located at 917 Rutledge Annex. This annexation application is related to a sewer service request due to a failing septic tank. Please refer to the attached maps for additional information.

At your meeting of October 4, 2018, you accepted the Clerk's Certificate of Sufficiency and recommended a public hearing for the November 1, 2018 City Council meeting.

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

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

Suggested Motion:

I move the City Council adopt an ordinance annexing the property included in the petition from Jennifer Fleming effective November 1, 2018.

Attachments:

Ordinance
Map
Survey
Certificate of Sufficiency

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
CITY OF HENDERSONVILLE, NORTH CAROLINA
Jennifer Fleming**

WHEREAS, the City of Hendersonville has been petitioned, pursuant to North Carolina General Statutes (NCGS) 160A-58.1, as amended, to annex the area described herein; and,

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall, Hendersonville, N.C. at 5:45 p.m., on the first day of November 2018, after due notice by publication as by law provided; and,

WHEREAS, the City Council further finds the areas described therein meets the standards of G.S. 160A-58.1(b), to wit:

- a. The area is contiguous to the present City boundaries;
- b. The petition presented to the City Council was signed by the owners of the real property located in the area;
- c. The petition was prepared in accordance with a form prescribed by NCGS 160A -31, and
- d. At the public hearing all persons owning property in the area to be annexed who allege an error in the petition were given an opportunity to be heard, as well as residents of the City who question the necessity for annexation.

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

Section 1. By virtue of the authority granted by G.S. 160A-58.1, as amended, the following described area is hereby annexed and made part of the City of Hendersonville as of the first day of November 2018.

DESCRIPTION OF PROPERTY

BEGINNING at a one-inch existing iron pin, said existing iron pin being the beginning corner of that property described in deed found in Deed Book 571 at page 412 of the Records of the Henderson County Registry, said existing iron pin also being the southwestern corner of the Elgin tract (now or formerly) as shown and described in deed found in Deed Book 662 at Page 409 of the Records of the Henderson County Registry, and moving thence from said beginning point and traveling North 68 deg. 30 min. 00 sec. East 110.85 feet to an existing iron pin in the boundary of Rutledge Annex, a 20-foot right-of-way leading to Rutledge Drive (S.R. 1166): thence along and with the eastern margin of the right-of-way of Rutledge Annex, South 24 deg. 00 min. 00 sec. East 82.33 feet to a point; thence turning and running South 68 deg. 50 min. 00 sec. West 124.10 feet to a point; thence turning and running North 17 deg. 05 min. 00 sec. West 64.41 feet to a point; then North 06 deg. 18 min. 31 sec. West 17.94 feet to the iron pin that is the point and place of the BEGINNING, and containing .22 acres, more or less, according to a "Survey for Michiel Frank Wynne" under date of November 23, 1993 by Freeland-Clinkscales & Associates, Inc., and being Drawing No. HNC-13666. For legal reference see deed found in Deed Book 571 at Page 412 of the Records of the Henderson County Registry.

Section 2. Upon and after the first day of November 2018, the above-described territory, and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Hendersonville, and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A-31, as amended.

Section 3. The City Clerk of the City of Hendersonville shall cause to be recorded in the office of the Register of Deeds of Henderson County and at the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, hereof, together with a duly certified copy of this ordinance.

ADOPTED this first day of November 2018.

Barbara Volk, Mayor, City of Hendersonville

ATTEST:

Tammie K. Drake, CMC, City Clerk

APPROVED AS TO FORM:

Samuel H. Fritschner, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, _____, a Notary Public in Henderson County, State of North Carolina, do hereby certify that Barbara Volk in her capacity of Mayor of the City of Hendersonville; Tammie K. Drake, in her capacity of City Clerk; and Samuel H. Fritschner, in his capacity as City Attorney, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____, 2018.

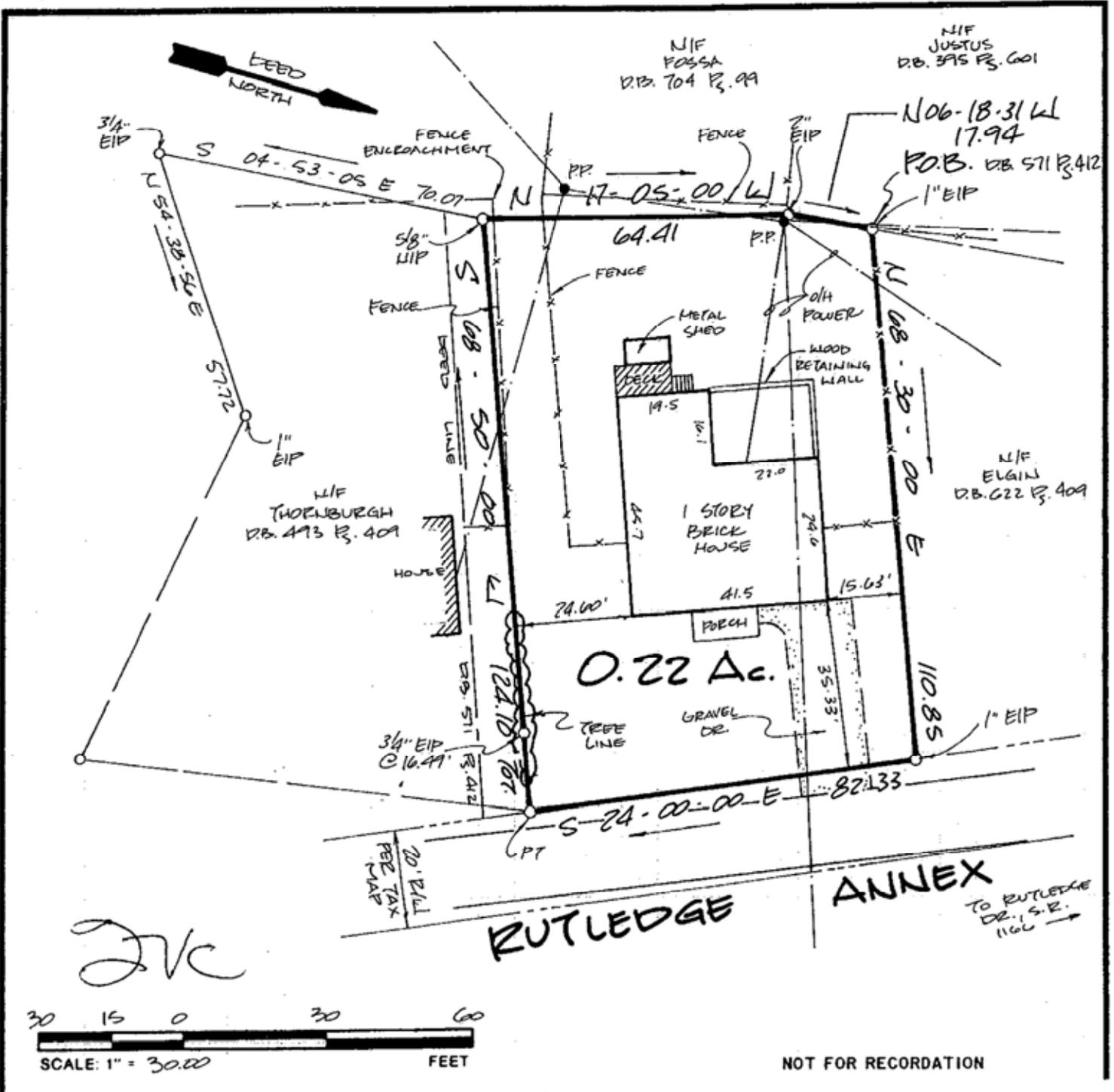
My commission expires _____



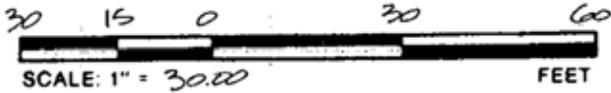
 Annexation Area
 Hendersonville Boundary

Annexation Area
 PIN: 9577-09-2306
 0.24 Acres


 City of Hendersonville
 August 2018



JVC



NOT FOR RECORDATION

CERTIFICATE OF SUFFICENCY

**RE: Petition for Contiguous Annexation
 Jennifer Fleming
 File No. P18-25-ANX**

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

I, Tammie K. Drake, City Clerk, begin first duly sworn, hereby certify an investigation has been completed of the above referenced petition for the contiguous annexation of parcel 9577-09-2306 located at 917 Rutledge Annex.

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

Having made the findings stated above, I hereby certify the petition for contiguous annexation presented by Jennifer Fleming is valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 12 day of Sept., 2018.

Tammie K. Drake

Tammie K. Drake, MMC, City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan Frady

Department: Development Asst Dept

Date Submitted: 10.23.18

Presenter: Susan G. Frady, Development Asst Director

Date of Council Meeting to consider this item: 11.01.18

Nature of Item: Council Action

Summary of Information/Request:

Item # 08

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 1, 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 ft² 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

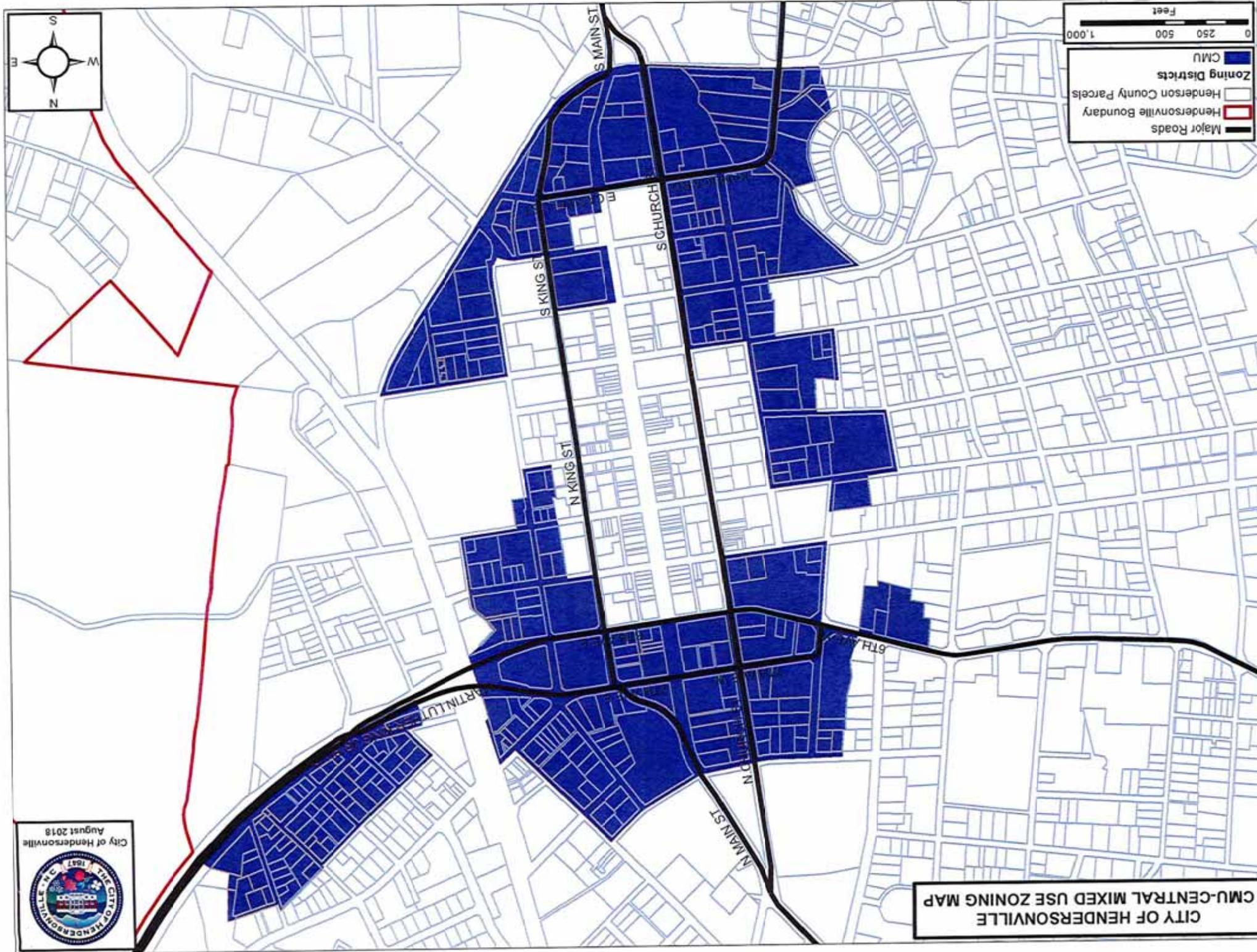
Barbara Volk, Mayor

Attest:

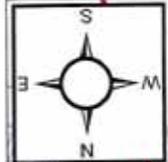
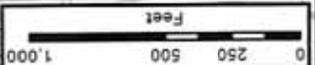
Tammie K. Drake, CMC, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney



Major Roads
 Hendersonville Boundary
 Henderson County Parcels
 Zoning Districts
 CMU



CITY OF HENDERSONVILLE
CMU-CENTRAL MIXED USE ZONING MAP

City of Hendersonville
 August 2018



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: L. Holloway

Department: Downtown

Date Submitted: 10/25/2018

Presenter: L. Holloway

Date of Council Meeting to consider this item: November 1st, 2018

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 09

The Downtown Program will provide an update on the Design Development and Construction bidding process for the Downtown Restroom and Office project located at 125 Fifth Avenue West.

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

Suggested Motion:

N/A

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 10.25.18

Presenter: John Connet

Date of Council Meeting to consider this item: 11.01.18

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 11a

Staff Report:

In accordance with the City of Hendersonville Surplus Property Policy it is required that all items approved by the City Manager must be reported to the governing at their next City Council meeting.

Please see the attached sheet for a list of the items declared surplus by the City Manager .

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

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

NA

Attachments:

MEMO

APPROVED

By John F. Connet at 9:11 am, Oct 19, 2018

TO: John Connet, City Manager
FROM: Jay Heatherly, GIS/IT Support Analyst
DATE: October 18, 2018
RE: A Request for Declaration of Surplus Items

The following items are no longer in use by the city and we are requesting that these items be declared surplus with the intent to sell them as listed below:

Pair of audio cabinets. Full size 40U Middle Atlantic audio rack cabinets. Valued at \$50 for the pair. To be sold by internet auction on Govdeals.com.

Pair of HP Proliant G8 servers. Service tag # MXQ30405VM, MXQ30405PS. Valued at \$150 each. To be sold by internet auction on Govdeals.com.

Buffalo NAS (2). Terastation TS-XE8.0TL/R5. Valued at \$50 each. To be sold by internet auction on Govdeals.com.

Dell PowerEdge 2900 server. Service tag # G8758B1. Valued at \$50. To be sold by internet auction on Govdeals.com.

Dell PowerEdge R410 server. Service Tag # G0T8XV1 Valued at \$120. To be sold by internet auction on Govdeals.com.

Dell PowerEdge 1900 server. Service Tag # F2029C1 Valued at \$50. To be sold by internet auction on Govdeals.com.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Admin

Date Submitted: 10.24.18

Presenter: Tammie Drake

Date of Council Meeting to consider this item: 11.01.18

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 12

Board of Adjustment: You received an application from Kathy Watkins who resides in the City and is willing to serve. There is one vacant position for alternate position that has been vacant for quite some time.

Historic Preservation Commission: The terms of 3 members will expire in December: Cheryl Jones, Charles Reed and Mia Freeman. Both Ms. Jones and Mr. Reed are willing to continue serving. I am waiting to hear back from Ms. Freeman.

Planning Board: The terms of Ben Pace will expire in December. He would like to be reappointed to the Planning Board.

Seventh Ave. Advisory Committee: The terms of Sheryl Fortune, Becky Ayers and Ron Kauffman will expire in December. All would like to continue serving.

Tree Board: The terms of Pat Christie, Mia Freeman and Mark Madsen will expire in December. Ms. Christie and Mr. Madsen would like to continue serving. I am waiting to hear back from Ms. Freeman.

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: Wes Kocher submitted his resignation. **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:

I move City Council to appoint Derek Cote to an unexpired position on the HPC. This term will expire December 2019.

Attachments:

Board membership lists