

AGENDA

CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

MAY 3, 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:** April 5, 2018 Regular Meeting
 - B. **Consideration of Budget Amendments (3)**
 - C. **Consideration of Permits for Special Events:**
 - i. Courthouse Jam
 - ii. Tails in Town
 - D. **Consideration of Order to Advertise and Place Lien on 2017 and Prior Years Unpaid Real Property Taxes**
 - E. **Consideration of Multi-Area Streambank Restoration Project Engineering Agreement Amendment 2**
 - F. **Consideration of On-Call Surveying Services Agreements**
 - G. **Consideration of Justification for the Sole Source Purchase of Wastewater Treatment Plant Emergency Generator Equipment**
 - H. **Consideration of Justification for the Sole Source Purchase of Wastewater Treatment Plant Filter Equipment**
 - I. **Consideration of Water System Master Plan Capital Improvement Plan Prioritization Agreement with Hazen and Sawyer**
 - J. **Consideration of Job Description for Miniature Golf Attendant**

- K. Consideration of Agreement with NCDOT for Erkwood/Shepherd Street Sidewalks
- L. Consideration of Award of Contract for Water Treatment Plan Chlorine Scrubber
- M. Consideration of Managed IT Services Contract
- N. Consideration of Special Appropriations Full Funding List

6. Recognitions/Presentations:

- A. Presentation of Quarterly Service Excellence MVPs**
Presenter: Mayor Barbara G. Volk and City Manager John Connet
- B. City of Hendersonville Academy Participants**
Presenter: City Manager John Connet
- C. Tammy Holland and Crystal Powell for NC Government Finance Officers Association Certification**
Presenter: Finance Director John Buchanan
- D. Presentation of Proclamation for Parkinson's Awareness**
Presenter: Mayor Barbara Volk

- 7. Public Hearing – Consideration of an Order to Permanently Close an Unopened, Unnamed, and Unimproved Alley off N. Grove Street,**
Presenter: Development Assistance Director Susan Frady

- 8. Public Hearing – Consideration of Zoning Ordinance Text Amendment – Amendment of Section 4-5 Classification of Uses Table 4-5, Section 5-7-1 C-2 Permitted Uses, Section 5-7-3 Dimensional Requirements, Section 16-4 Standards Pertaining to Multi-family Dwellings**
Presenter: Development Assistance Director Susan Frady

- 9. Presentation of Public Transit Special Appropriations**
Presenter: Henderson County Planner Autumn Radcliff

- 10. Consideration of a Request to Apply for “Staffing for Adequate Fire and Emergency Response” (SAFER) Grant for Three Firefighters**
Presenter: Fire Chief Joseph Vindigni

- 11. Presentation of Agreement for the Purchase of Property for Downtown Restrooms, Etc.**
Presenter: City Manager John Connet and DED Lew Holloway

- 12. Presentation of Entrance Way Signage**
Presenter: City Manager John Connet

- 13. Discussion of the Possible Transfer of Property with the Housing Assistance Corporation**
Presenter: City Manager John Connet

- 14. Comments from Mayor and City Council Members**

15. **Reports from Staff**
 - A. Contingencies Report
 - B. Fire Department First Quarter Statistical Report
16. **Consideration of Appointments to Boards/Commissions**
17. **New Business**
18. **Request for Closed Session**
19. **Adjourn**





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Murr

Department: Admin

Date Submitted: 04/20/2018

Presenter: Adam Murr

Date of Council Meeting to consider this item: 05/03/2018

Nature of Item: Council Action

Summary of Information/Request:

Item # 05b

Budget Amendment(s): 3

1) Insurance Proceeds	Fund 10	Increase	\$11,662
2) Friends of Downtown Safety	Fund 10	Increase	\$4,000
3) Mud Creek Dump	Fund 360	Increase	\$25,871

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

Described Above.

Suggested Motion:

I move to approve the budget amendments as presented.

Attachments:

See below.

BUDGET AMENDMENT

FUND: 10

ACCOUNT NUMBER		DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
ORG	OBJECT			
100050	426200	Vendor Permits	4,000.00	
104310	512200	Salaries & Wages O/T	2,400.00	
104340	512200	Salaries & Wages O/T	1,600.00	
FUND 10		TOTAL REVENUES	4,000.00	-
		TOTAL EXPENDITURES	4,000.00	-

An amendment to increase the General Fund budget by \$4,000 to reflect a contribution from the Friends of Downtown to pay for public safety officers at their events for the summer.



 CITY MANAGER

Date: _____

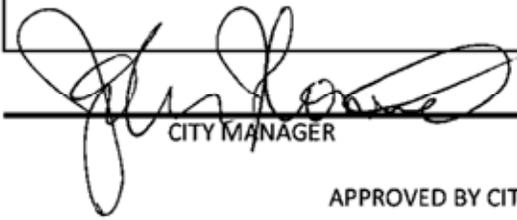
APPROVED BY CITY COUNCIL: _____ DATE: 5/3/2018

BUDGET AMENDMENT

FUND: 360

ACCOUNT NUMBER				
ORG	OBJECT	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
3600000	447100	NCDENR REIMBURSEMENTS	25,871.00	
3600000	519000	PROFESSIONAL SERVICES	25,871.00	
FUND 360		TOTAL REVENUES	25,871.00	-
		TOTAL EXPENDITURES	25,871.00	-

Adjustment to increase Mud Creek Dump due to scope increase (additional assessment). The City will be reimbursed for this change. David Kwiatkowski from NCDEQ has approved the proposed changes.



 CITY MANAGER

Date: 4-18-18

APPROVED BY CITY COUNCIL: _____ DATE: 5/3/2018



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 4-20-18

Presenter: Susan G. Frady

Date of Council Meeting to consider this item: 05-03-18

Nature of Item: Council Action

Summary of Information/Request:

Item # 05ci

On April 19, 2018, the Special Events Committee met and reviewed an application from Henderson County Parks and Recreation sponsor of Courthouse Jam to be held on June 2, June 9, June 16 and June 23 from 6:00 pm. - 8:00 pm. at the Henderson County Historic Courthouse.

The Courthouse Jam is a mountain music jam hosted by the French Broad River Valley Music Association. The event is modeled after the Shindig on the Green and is being coordinated by the Henderson County Parks and Recreation Department. The County is installing a stage at the courthouse and will designate seating and playing areas around the courthouse square

The parking spaces in front of the courthouse will be closed from 5:00 pm. - 8:00 pm. This event includes the sale of alcohol.

The Downtown Advisory Committee reviewed this application and recommended approval.

The Special Events Committee voted unanimously to approve the special event permit for the Courthouse Jam.

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

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

I move the City Council approve the agenda item for a special event permit for Courthouse Jam.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 4-20-18

Presenter: Susan G. Frady

Date of Council Meeting to consider this item: 05-03-18

Nature of Item: Council Action

Summary of Information/Request:

Item # 05cii

On April 19, 2018, the Special Events Committee met and reviewed an application from WTZQ Radio and Downtown Hendersonville sponsor of Tails in Town and Strut Your Mutt 5K Run/Walk to be held on July 28, 2018 from 8:00 am. - 2:00 pm. on Maple Street at the Train Depot.

Tails in Town is a brand new event that is the result of a partnership between WTZQ's well-loved Barq in the Parq and Downtown Hendersonville. This is an event where pets of all kinds and their people can share some quality time together and give back to the local organizations that contribute to the community's animal welfare. Tails in Town along with the Strut Your Mutt 5k run/walk will help raise funds for area animal non-profits.

Maple Street from 7th Avenue to the bridge will be closed from 8:00 am. - 2:00 pm. This event includes the sale of alcohol.

The Seventh Advisory Committee reviewed this application and recommended approval.

The Special Events Committee voted unanimously to approve the special event permit for the Tails in Town and Strut Your Mutt 5k.

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

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

I move the City Council approve the agenda item for a special event permit for Tails in Town and Strut Your Mutt 5k.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammy Holland

Department: Finance

Date Submitted: 04/25/18

Presenter: Tammy Holland

Date of Council Meeting to consider this item: 05/03/18

Nature of Item: Council Action

Summary of Information/Request:

Item # 05d

Order to Advertise and Lien on 2017 and prior years unpaid real property taxes.

Pursuant to N.C.G.S. 105-369, the Tax Collector must report to the governing board the total amount of unpaid taxes for the current and prior fiscal year(s) that are liens on real property. The Tax Collector will publish the annual Tax Lien Advertisement of Real Property for 2017 City Taxes, during the month of April.

Summary report of unpaid attached. Detail listing of properties available from the tax collector upon request.

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

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

Attachments:

Current copy of delinquent taxes that are liens on real property.

04/25/2018 11:41
 849tholl
 TAX YEAR 2012 RE DF

CITY OF HENDERSONVILLE
 DETAIL RECEIVABLE BY DATE
 SUMMARY OF UNPAID TAX BILLS THROUGH EFF DATE 04/25/2018

P 1
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CODE	DESCRIPTION	ORIGINAL TAX INFORMATION			TAX DUE INFORMATION		
		LEVY	PENALTY	TOTAL	LEVY	PENALTY	TOTAL DUE
C10	C10 RE	266.71	.00	266.71	86.05	.00	86.05
1	BILLS						
	2012 TOTALS	266.71	.00	266.71	86.05	.00	86.05

04/25/2018 11:41
 849tholl
 TAX YEAR 2013 RE DF

CITY OF HENDERSONVILLE
 DETAIL RECEIVABLE BY DATE
 SUMMARY OF UNPAID TAX BILLS THROUGH EFF DATE 04/25/2018

P 2
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CODE	DESCRIPTION	ORIGINAL TAX INFORMATION			TAX DUE INFORMATION		
		LEVY	PENALTY	TOTAL	LEVY	PENALTY	TOTAL DUE
C10	C10 RE	6,217.86	.00	6,217.86	5,926.38	.00	5,926.38
C10RLL	C10 RE LATE LIST	.00	.00	.00	.00	.00	.00
11	BILLS						
	2013 TOTALS	6,217.86	.00	6,217.86	5,926.38	.00	5,926.38

04/25/2018 11:41
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 TAX YEAR 2014 RE DF

CITY OF HENDERSONVILLE
 DETAIL RECEIVABLE BY DATE
 SUMMARY OF UNPAID TAX BILLS THROUGH EFF DATE 04/25/2018

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CODE	DESCRIPTION	ORIGINAL TAX INFORMATION			TAX DUE INFORMATION		
		LEVY	PENALTY	TOTAL	LEVY	PENALTY	TOTAL DUE
C10	C10 RE	29,963.78	.00	29,963.78	28,594.73	.00	28,594.73
D13	DOWNTOWN	76.16	.00	76.16	74.98	.00	74.98
45	BILLS						
	2014 TOTALS	30,039.94	.00	30,039.94	28,669.71	.00	28,669.71

04/25/2018 11:41
 849tholl
 TAX YEAR 2015 RE DF

CITY OF HENDERSONVILLE
 DETAIL RECEIVABLE BY DATE
 SUMMARY OF UNPAID TAX BILLS THROUGH EFF DATE 04/25/2018

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CODE	DESCRIPTION	ORIGINAL TAX INFORMATION			TAX DUE INFORMATION		
		LEVY	PENALTY	TOTAL	LEVY	PENALTY	TOTAL DUE
C10	C10 RE	43,344.88	.00	43,344.88	38,540.19	.00	38,540.19
D13	DOWNTOWN	2,282.84	.00	2,282.84	2,282.84	.00	2,282.84
	78 BILLS						
	2015 TOTALS	45,627.72	.00	45,627.72	40,823.03	.00	40,823.03

04/25/2018 11:41
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 TAX YEAR 2016 RE DF

CITY OF HENDERSONVILLE
 DETAIL RECEIVABLE BY DATE
 SUMMARY OF UNPAID TAX BILLS THROUGH EFF DATE 04/25/2018

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CODE	DESCRIPTION	ORIGINAL TAX INFORMATION			TAX DUE INFORMATION		
		LEVY	PENALTY	TOTAL	LEVY	PENALTY	TOTAL DUE
C10	C10 RE	77,164.08	.00	77,164.08	59,272.01	.00	59,272.01
D13	DOWNTOWN	3,641.12	.00	3,641.12	3,641.12	.00	3,641.12
D17	7TH AVE	147.72	.00	147.72	147.72	.00	147.72
129	BILLS						
	2016 TOTALS	80,952.92	.00	80,952.92	63,060.85	.00	63,060.85

04/25/2018 11:41
 849tholl
 TAX YEAR 2017 RE DF

CITY OF HENDERSONVILLE
 DETAIL RECEIVABLE BY DATE
 SUMMARY OF UNPAID TAX BILLS THROUGH EFF DATE 04/25/2018

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CODE	DESCRIPTION	ORIGINAL TAX INFORMATION			TAX DUE INFORMATION		
		LEVY	PENALTY	TOTAL	LEVY	PENALTY	TOTAL DUE
C10	C10 RE	388,022.38	.00	388,022.38	214,435.80	.00	214,435.80
D13	DOWNTOWN	6,741.28	.00	6,741.28	3,655.91	.00	3,655.91
D17	7TH AVE	952.80	.00	952.80	474.24	.00	474.24
348	BILLS						
	2017 TOTALS	395,716.46	.00	395,716.46	218,565.95	.00	218,565.95

04/25/2018 11:41
 849tholl
 TAX YEAR 0-9999 RE DF

CITY OF HENDERSONVILLE
 DETAIL RECEIVABLE BY DATE
 SUMMARY OF UNPAID TAX BILLS THROUGH EFF DATE 04/25/2018

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CODE	DESCRIPTION	ORIGINAL TAX INFORMATION			TAX DUE INFORMATION		
		LEVY	PENALTY	TOTAL	LEVY	PENALTY	TOTAL DUE
594	BILLS						
	GRAND TOTALS	558,821.61	.00	558,821.61	357,131.97	.00	357,131.97

** END OF REPORT - Generated by Tammy Holland **



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 4/24/18

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 5/3/18

Nature of Item: Council Action

Summary of Information/Request:

Item # 05e

Multi-area Streambank Restoration Project - Phase 2 Engineering Amendment:

An on-call engineering agreement with Wildlands Engineering was executed in June 2017 for environmental design and permitting services. An amendment to that agreement was then executed to complete preliminary design (Phase 1) of the Multi-area Streambank Restoration Project. Phase 1 included topographic surveys, wetland delineations, threatened and endangered species surveys, stability assessments, preliminary design and public outreach for 13 sites throughout the City.

Attached is the proposed amendment for Phase 2 to complete the final design, conservation easements and construction administration of the project. Please let us know if you have any questions or need any additional information. Thank you.

Budget Impact: \$ 196,000 Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

There are funds set aside for this project as part of a Capital Project Ordinance.

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

I move to approve the amendment to the Wildlands Engineering engineering agreement for Phase 2 of the design of Multi-area Streambank Restoration Project and to authorize the City Manager to execute the Amendment for said work; as presented and recommended by staff.

Attachments:

Wildlands Engineering Phase 2 Engineering Agreement for the Multi-area Streambank Restoration Project

Amendment to On-Call Professional Services Agreement – See Attached Exhibit B

Description of Amendment

1. Engineer shall perform Professional Services for the fees shown as provided in the detailed proposal and scope entitled Exhibit A.
2. All other terms and conditions of the Agreement dated June 23, 2017 shall remain in full force and effect.
3. Payment for the services described in Exhibit A will be at the rates provided in the Exhibit and shall not exceed \$196,000.00.

The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

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

Finance Director

Date



March 11, 2018

Mr. Brent Detwiler, PE
City Engineer
City of Hendersonville
305 Williams Street
Hendersonville, NC 28792

**Subject: Scope of Work for Professional Services – Phase 2
 Multi-area Streambank Stabilization Project
 Hendersonville, North Carolina**

Dear Mr. Detwiler:

Wildlands Engineering, Inc. (Wildlands) is pleased to submit this scope of work for Phase 2 of the multi-area streambank stabilization project. This proposal presents background information and outlines a scope of work, fee and schedule. Wildlands will be supported on this project by our sub-consultant partners Kee Mapping & Surveying (Kee) and ClearWater Environmental Consultants (CEC).

Background

Phase 1 included topographic surveys, wetland delineations, threatened and endangered species surveys, stability assessments, preliminary design and public outreach for 13 sites throughout the City. The project originally included 15 sites. One site at Blue Ridge Villas is now being undertaken as a water and sewer project and will be excluded from further work as part of this project. The other site change is the combining of two sites along Allen Branch and an unnamed tributary (UT) between Lakewood Road and Clear Creek into one site. Phase 2 services will include conservation easement plats and descriptions, §404/401 and floodplain permitting, final design and construction phase services.

Scope of Work

Task 5: Conservation Easements

Conservation easements will need to be obtained for the eleven sites where bank stabilization measures will be constructed on private property. No such easements will be required on the two City-owned parcels at Patton Park and Wash Creek at North Allen Street. Wildlands will prepare draft easement exhibits for the City to review and use for landowner outreach before Wildlands (and Kee) begin work to establish final easement boundaries. The exhibits will show existing site features (stream, buildings, etc.) and preliminary easement boundaries based on



GIS parcel data and aerial imagery. Exhibits may include more than one parcel if scaling is appropriate. These exhibits will allow the City to discuss easement boundaries with affected landowners and provide feedback to Wildlands and Kee on required easement adjustments.

The following table summarizes the anticipated number of parcels and easement corners required for each site:

Site	Number of Parcels	Estimated Number of Easement Corners	Estimated Number of Easement Plats
Cherry Branch	9	40	3
Comet Drive	2	6	1
Meadowbrook	2	4	1
Oaks	6	18	2
Haywood Townes	1	6	1
UT to Brittain at Patton Park	5	15	2
Maple Street	2	6	1
Allen Branch / Lakewood	2	45	2
Allen Branch / US 64	3	16	2
Jordan Street	1	4	1
Fitzsimmons	2	4	1
Spartanburg Highway	1	6	1
Totals	32	168	18

For each of these easements, Wildlands (through Kee) will perform the following:

- Research public land records;
- Perform field reconnaissance to locate property corners and document/resolve ambiguities and set property corners (1-inch iron pipes) that need to be established or replaced;
- Field locate existing utilities, buildings, fences, etc. within 100 feet of conservation easement boundaries;
- Survey the perimeters of existing property boundaries and proposed easement boundaries;
- Prepare plats of each survey;
- Set easement corners with 5/8-inch rebar and mark with 4 foot tall wooden stakes; and
- Record easement plats per Henderson County platting requirements.

In the interest of time, Wildlands will deliver completed plats for sites as they are completed rather than waiting to deliver until all sites are complete. Recording fees are estimated to be \$21 per sheet. Assuming one sheet per plat, the total recording fee included in our scope and budget is \$378.

Task 6: Permitting

Land Disturbance

The combined area of disturbance for the 13 sites will be more than one acre, so a land disturbing permit will be required from Henderson County. Wildlands will submit the following items to the County for review:

- Electronic, sealed plans with self-inspection and NPDES Stormwater General Permit requirements noted;
- Permit application (assumed one application with attached listing of all affected properties);
- Original hard copies of financial responsibility forms or agent authorization forms (if City acts as authorized agent for landowners); and
- Electronic versions of supporting calculations, project narrative and relevant specifications.

Wildlands assumes that the City will be responsible for obtaining landowner signatures on agent authorization or financial responsibility forms.

Henderson County charges a fee of \$400 per acre of disturbance, up to a maximum of \$2,000. For budgeting purposes, Wildlands has assumed that the \$2,000 threshold will be met and that payment of this fee will be included in Wildlands' budget.

Floodplain Development

According to the current Flood Insurance Study for Henderson County, the following sites are located within special flood hazard areas:

- Comet Drive and Meadowbrook Terrace sites on a UT to Brittain Creek;
- The Oaks, Haywood Townes and Patton Park on Brittain Creek;
- Allen Branch at Lakewood Road and upstream of Old Chimney Rock Road; and
- Wash Creek at Jordan Street and North Allen Street.

Work at each of these sites will require floodplain development permitting. Wildlands will comprehensively evaluate flooding impacts from proposed bank stabilization work on multiple reaches of the same stream. For example, proposed Comet Drive and Meadowbrook Terrace work will be studied together and presented as a single floodplain development permit.

Given the highly developed nature of all but the Allen Branch sites, we do not anticipate that Conditional Letters of Map Revision (CLOMRs) will be acceptable outcomes. Any proposed base flood elevation (BFE) increases that appear to affect existing structures would be rejected, in accordance with FEMA guidance. Preliminary hydraulic analyses indicate that flood mitigation measures will likely be required at each of the sites to achieve "no-rise" results. Such measures may include channel and floodplain grading to add conveyance or removal of dense vegetation. Wildlands will use proposed conditions models to evaluate flood mitigation alternatives and will



share our preliminary results with the City so that the feasibility of flood mitigation can be evaluated in the context of adjacent land uses and City stream buffer requirements.

This scope of work is based on the assumption that a “no-rise” result can be achieved for all of the sites, possibly with flood mitigation measures. If a CLOMR appears unavoidable for one or more sites, we will re-visit this scope and coordinate with you regarding impacts to the schedule and budget.

404/401

A § 404 permit from the US Army Corps of Engineers and a § 401 Water Quality Certification from the NC Division of Water Resources will need to be obtained. Wildlands will prepare a single Pre-Construction Notification (PCN) outlining the proposed work for each of the sites. Prior to submitting the PCN, we will discuss the project with the Corps and DWR representatives.

Information that will need to accompany the PCN includes:

- Preliminary design plans;
- Report documenting results of the preliminary endangered species survey (completed in Phase 1);
- Preliminary jurisdictional determination letter (completed in Phase 1);
- Agent authorization forms from each affected landowner (Wildlands assumes that the City will obtain these signed forms);
- Photographs and geomorphic data documenting existing conditions; and
- Calculations supporting the proposed design measures.

Wildlands will share the PCN submittal with the US Fish and Wildlife Service and the NC Wildlife Resources Commission, both of which typically comment on stream related projects in Western North Carolina. Wildlands’ estimated fee includes payment of the \$570 DWR review fee. Wildlands or CEC will also accompany the Corps on verification visits as necessary.

Task 7: Final Design

Wildlands attended a public workshop on August 24, 2017, the intent of which was to solicit feedback from affected landowners on preliminary design concepts, proposed easement boundaries and construction access locations. This meeting was not attended by all affected landowners, but some feedback was received and has been incorporated, along with comments from the City and any additional landowners, into the designs. Wildlands will summarize comments and responses in a brief memo.

Final designs will be presented in a set of construction documents, with the intention that construction contractors will be bidding on the entire group of sites as a single project. The construction documents will include the following:

- Plan and profile sheets showing:



- Existing topography, sanitary sewer and stormwater infrastructure, mature trees, buildings, fences and other site features relevant to design and construction;
- Proposed grading for at sites where significant bank and floodplain grading is proposed;
- Proposed pond and outlet structure retrofits at Patton Park and Oaks;
- In-stream structures, bank treatments, vegetation management and planting zones;
- Conservation easement and temporary construction easement boundaries; and
- Proposed channel thalweg, where appropriate.
- Details for:
 - In-stream structures;
 - Stormwater wetland outlet structures;
 - Bioengineering practices;
 - Erosion control measures and practices;
 - Planting, live staking and seeding details and species lists; and
 - Typical riffle and pool sections.
 - Sewer relocation at Comet Drive
- Technical Specifications
- Construction quantities
- Engineer's estimate of construction costs.

Wildlands will submit a draft set of construction documents to the City for review at the 90% stage. Wildlands will meet with City staff if requested to review the 90% documents. Any comments and revisions arising from the 90% review will be incorporated into the final construction documents.

The design task deliverables will include:

- Memo summarizing all comments and responses;
- Up to 10 sets of half size plans and specifications;
- Digital (.pdf and .dwg) versions of the plans.

Task 8: Construction Phase Services

Wildlands will provide construction phase services, including the following:

- Convening a pre-bid meeting with a group of experienced stream restoration contractors;
- Reviewing bids and assisting with bid award;
- Part-time field observation to check conformance with the design intent (assumed three half-day visits per week for sixteen weeks);
- Review of pay applications;
- Photographic and written documentation of construction activities; and
- Preparation of as-built redline plans.



Our scope does not include construction stakeout or materials testing, both of which will be included in the specifications as tasks to be performed by the contractor.

Task 9: Meetings and Coordination

Wildlands is available to meet with City staff and participating landowners to discuss design information, coordinate on permit application agent authorization, present easement boundaries, and discuss construction phasing or other items of interest. Wildlands has budgeted for our Project Manager to provide 24 hours of support services.

Budget and Schedule

Based on the scope of work described herein, the estimated cost of our services will be as indicated in the following table. We will bill on a time-and-materials basis and will not exceed the budget without your prior approval.

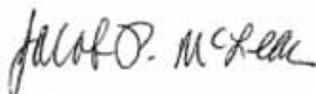
Target dates for completion of the Phase 2 tasks are listed as well. It is possible that the schedule will need to be adjusted for reason beyond the control of the City and Wildlands. Wildlands will update the schedule as appropriate during the progress of Phase 2.

Task	Budget	Target Completion
Conservation Easements	\$70,000	July 2018
Permit Submittals		
401/404 PCN	\$6,000	April 2018
Floodplain	\$25,000	June 2018
Land Disturbance	\$5,000	June 2018
Final Design	\$45,000	August 2018
Construction Phase Services	\$40,000	December 2018
Meetings and Coordination	\$5,000	Ongoing
TOTAL	\$196,000	

Closure

If the scope and budget meet with your approval, we will work with you to draft an addendum to our existing agreement. If you have any questions, please call me at 828.606.0306.

Sincerely,



Jake McLean, PE, CFM
Water Resources Engineer



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Steurer

Department: Utilities

Date Submitted: 4/24/2018

Presenter: Lee Smith

Date of Council Meeting to consider this item: 5/3/2018

Nature of Item: Council Action

Summary of Information/Request:

Item # 05f

The City of Hendersonville requires on-call professional land surveying services necessary for the design, construction, and easement acquisition for water, sewer, stormwater, sidewalk and other various infrastructure projects. In accordance with North Carolina General Statutes, the Utilities and Engineering Department recently advertised a Request for Qualifications (RFQ) for surveying services. The RFQ was advertised on the City's website. In addition, local surveying firms were notified by letter of the RFQ advertisement. City staff received qualification statements and determined five most qualified firms to provide these services. The selected firms are:

Ed Holmes & Associates of Asheville, NC
Grigsby Land Surveying of Fletcher, NC
Mattern & Craig, Inc. of Asheville, NC
McGill Associates of Asheville, NC
Wes Cole Land Surveying, PA of Asheville, NC

City staff are currently in the process of entering into Agreements with each of the firms to provide the City with on-call professional surveying services on a time and materials basis over a two year period with options to extend up to an additional three years on a yearly basis.

Details of selection are available upon request.



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

Funding will be set aside from each respective project's budget.

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

I move to approve the selection of the five most qualified firms for on call professional surveying services and to authorize the City Manager to execute Agreements with the five selected firms for said work; as presented and recommended by staff.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 4/24/18

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 5/3/18

Nature of Item: Council Action

Summary of Information/Request:

Item # 05g

Justification for the Sole Source Purchase of a Stand-by Generator for the WWTP Improvement Project:

The WWTP Improvement Project involves the installation of a stand-by generator. NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration...governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract.

In this case, staff and our consulting engineer is requesting to continue to standardize on generators within the system by asking that Council approve the sole source purchase of a stand-by generator from Cummins.

Budget Impact: \$ 551,000.00 Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

Suggested Motion:

I hereby approve the purchase of a stand-by generator to be installed as part of the Wastewater Treatment Plant Improvements project from Cummins as authorized by the sole source exemption of NCGS 143-129(e)(6).

Attachments:

Sole-source justification letter from McKim & Creed
Formal proposal from Cummins for stand-by generator



ENGINEERS

SURVEYORS

PLANNERS

April 24, 2018

064960006

Mr. Brent Detwiler, PE
City Engineer
City of Hendersonville
305 Williams Street
Hendersonville, NC 28792

RE: Sole-sourcing Justification for Stand-by Generator:
Wastewater Treatment Plant Improvements - 2017

Dear Mr. Detwiler:

Based on discussions with City utility staff regarding the desire to standardize on generators within the system, McKim & Creed is recommending a direct purchase of a 1500 kW Cummins diesel generator for installation at the wastewater treatment plant. The Cummins equipment model should be:

- Cummins DQGAB 1500 kW, 277/480 V, with a 24-hour subbase fuel tank and NEMA-3R weatherproof walk-in enclosure

This equipment would be installed at the site by a qualified electrical contractor.

A majority of the existing generators in the system are Cummins. Maintaining this standardization moving forward will both improve the ability to maintain spare parts and increase staff knowledge of the equipment.

Sincerely,

McKIM & CREED, Inc.

A handwritten signature in blue ink, appearing to read "D. Hamburger", written over a blue ink scribble.

Don Hamburger, PE
Regional Manager

8020 Tower Point Drive

Charlotte, NC 28227

704.841.2588

Fax 704.841.2567

www.mckimcreed.com

cc: Lee Smith – Utilities Director



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Cummins Sales & Service

260 Commercial Drive
Spartanburg, SC 29300
Direct: (864) 641-5077
Fax: (864) 208-5085

DATE: April 24, 2018

Nicole Michael
Power Generation
Territory Manager

Email: Nicole.M.Michael@Cummins.com

City of Hendersonville - WWTP Improvements 2017

Quotation

One (1) Cummins Power Generation Diesel Generator model DQGAF, Rated 1500 kW Standby, 277/480 VAC, 3 Phase, 4 wire, with the following options:

Engine

- EPA Certified, Tier 2
- UL 2200 Listed
- Electronic/ Isochronous Governor, $\pm 0.25\%$, 1800 RPM
- Oil Drain Extension

Fuel System

- Engine Driven Primary Fuel Pump
- UL 142 Dual Wall Sub Based Fuel Tank
- Primary Fuel Filters & Secondary Fuel Water Separator Fuel Filters
- Duplex Fuel Filter System
- 48 Hour, 5100 Gallon Capacity
- Liquid Rupture Basin, Detection Switch
- High & Low Fuel Alarm Switch
- 5 Gallon Spill Box
- Normal Vent Extension
- Over Fill Protection Valve (OFPV)

Cooling System

- Unit Mounted Radiator, Enhanced High Ambient Temperature
- Low Coolant Level Shutdown
- Coolant Heater, 208/240/480V
- Initial Anti—Freeze; 50/50 Glycol & Water
- Coolant Drain Extension

Alternator

- Three phase, four pole, brushless, non-reconnectable, 2/3 pitch generator
- Alternator, 125°C, over 50° C Temperature Rise, Brushless Exciter w/PMG, Class H Insulation, VPI Insulation
- Digital Voltage Regulator, Volts per Hertz
- RTDs – Stators/Bearings
- Differential CTs



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Exhaust System

- Critical Grade Exhaust Silencer; Installed Inside of Enclosure
- Flexible, Stainless Steel Flexible Exhaust Connector; Installed Inside of Enclosure
- Exhaust Rain Cap.

Air Intake System

- Heavy Duty, Dry-Type Replaceable Filter with Restriction Indicator.

Starting System

- Battery Charger, 20 Amps, 120/208/240 VAC (Shipped loose, installation by others)
- Battery Rack, Battery Cables w/ Lugs
- Lead Acid Starting Battery Systems – (2) Batteries; Delivered and Installed by Cummins Technician @ Time of Start-Up.

Weatherproof Enclosure

- Steel Construction, Weather Protective
- Sound Attenuated w/ Exhaust System Internally Mounted, Sound Level II
- Stainless Steel Door Hardware (Lockable)
- Emergency Stop Switch
- Vibration Isolators
- 150MPH Wind Rating
- Load Center w/ Transformer
- Enclosure Lights & Switches
- Enclosure Heater
- GFCI Outlets

Control Panel System

- Power Command Control 3.3, Paralleling
- Analog Meters, AC Output
- Auto/Manual/Stop Switch
- Genset Status Relays
- LCD Digital Display with Alarm and Shutdown Indications
- Safety Shutdowns – LOP, HWT, Over Speed, Over crank
- Audible Alarm Engine Shut Down
- Auxiliary Signals – 8 Inputs/ 8 Outputs

Circuit breaker

- 2500 Amps, 3 Pole, UL, LI, 100%
- Ground Fault Indication
- Service Entrance Rated
- Mechanical Lugs

Commercial Accessories

- Extra Materials: Belts, Filters, Paint

Factory Source Testing



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- Certified Test Record
- Strip Chart Test Record
- Safety Shutdowns Test Record
- Four (4) Hour, Standby Load Test
- Witness Testing [See Note #2]

Generator Start-Up, Testing, & Commissioning

- Start—Up & Alarm Verification with a Factory Trained Technician
- Load Bank Test

Generator Set Training

- Eight (8) Operation & Maintenance Training

Warranty & Maintenance

- Generator—Ten (10) Year Factory Warranty

Delivery

- FOB factory with freight allowed to jobsite, offloading by others.

Current Standard Lead Time

- Generator Sets—Thirteen (13) weeks after approved submittals

Net Package Price.....\$551,000.00
+ tax

*****Notes & Clarifications:**

1. The above proposal is based upon Specifications 16230, & Drawings E01.0, only. No other specification or drawing information is included into our priced scope of supply.
2. 16230
 - a. If needed per NFPA 30, additional cost will apply and field tank pressure testing does not include permitting for the fire marshal.
 - b. Rated kW for this 6 lead, 3 phase, non-reconnectable, line to line series wye connected alternator is available only at 480 volts (R002 voltage connection). Stator winding temperature rise, based on 40C ambient temperature, at the specified voltage is 105C or less at the generator set standby kW rating and 80C or less at the generator set prime kW rating.
 - c. Providing manufacturer's standard lead acid batteries rated for 24V in lieu of lead-antimony 12V starting batteries.
 - d. Providing 48hrs sub based fuel tank per the drawing E01.0 in lieu of the 36hrs specified in the specifications 16230.
 - e. Witness testing does not include personal fees such as; flights, lodging, transportation, mileage or food expenses.
 - f. For standby power applications only, the generator set as provided by the single-source manufacturer, shall be warranted by the said manufacturer against defects in materials and workmanship for a period of ten years or 5000 hours, whichever occurs first from the date of system start-up. Said coverage shall include parts, labor, travel expenses, and



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labor to remove/reinstall said equipment, per the manufacturer's standard published limited warranty. There shall be no deductibles applied to said warranty.

3. All Fuel filling is to be provided by others.
4. Reverse power relay is not included in ATS's.
5. Concrete Pad is to be provided by others.
6. Independent testing is to be provided by others.
7. Infrared Scanning is to be provided by others.
8. Cleaning is to be provided by others.
9. Local & State noise emissions are unknown.
10. Common pipe, conduit, or wire required for installation is to be provided by others.
11. All installation is to be provided by others.
12. Coordination study and arc flash study is to be provided by others.
13. All NETA testing is to be provided and performed by others.

Terms and Conditions

1. Payment - Terms are Net 30 Days at the time of shipment, based upon Cummins credit department approval, otherwise terms are C.O.D. Payment of invoice must be made in full prior to placing the equipment into service
2. Retainage - Retainage withheld on projects is not acceptable nor binding on Cummins, unless accepted and confirmed in writing by an officer of Cummins prior to order acceptance or shipment.
3. Sales Tax - Prices are quoted less any sales tax. Applicable sales tax will be added to our invoice. Resale tax certificates must be on file with Cummins credit department for tax-exempt sales, prior to invoicing.
4. Warranty - Cummins standard manufacturer's warranty applies as specified in our proposal. All buy out items not manufactured by Cummins Inc. will be covered by the manufacturers' standard warranty provisions. Copies of non-Cummins manufactured equipment warranties are available upon request.
5. Cancellation - Cancellation charges may apply for orders cancelled, once placed and accepted by Cummins. Cost of custom components, completed fabrication, or any other work performed will be added to the cancellation fee.
6. Cummins is an equipment supplier only. No fuel, wiring, connecting, installation, plumbing or other type of installation type labor is included in this proposal, unless specifically noted herein.
7. The customer is responsible for any and all installation of the above equipment, unless specifically noted herein. Cummins personnel will perform an installation audit prior to the start-up being completed. Any issues identified by the installation audit shall be corrected at the purchaser's expense prior to the start-up being accomplished.
8. All equipment required to perform any loading or unloading of the proposed equipment at the jobsite is the responsibility of the purchaser.
9. Cummins limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Equipment that is not specifically listed in our bill of material is to be provided by others. We have carefully detailed the equipment proposed in our bill of material. Please carefully review it to be certain it meets your requirements.
10. We reserve the right to correct any errors and omissions in our proposal.
11. Contracts which include liquidated damages or penalty clauses for failure to meet promised shipping dates are not acceptable or binding on Cummins, unless accepted and confirmed in writing by an officer of Cummins.
12. Cummins standard terms and conditions are included in this quotation and hereby become part of any subsequent purchase order. These same terms and conditions need to be noted on any purchase order received by Cummins.
13. Cummins will not be responsible for any labor or materials charged by others associated with the start-up and installation of this equipment unless previously agreed upon in writing by Cummins.
14. Quote is valid for 60 days from quote date.

I hereby accept and agree to the terms and conditions stated above and accept the proposal as quoted:

Acceptance: _____

Date: _____

Purchase Order: _____



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—We appreciate your interest in Cummins Power Generation and look forward to serving you.

Nicole Michael

Power Generation, Territory Manager

Direct: (864) 641-5077

Email: Nicole.M.Michael@Cummins.com

Nicholas A DeMichele

Power Generation, Inside Sales Engineer

Direct: (704) 972-1325

Email: Nicholas.DeMichele@cummins.com

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CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 4/24/18

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 5/3/18

Nature of Item: Council Action

Summary of Information/Request:

Item # 05h

Justification for the Sole Source Purchase of Filter Equipment for the WWTP Improvement Project:

The WWTP Improvement Project involves the installation of filter equipment. NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration...governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract.

Please see the attached recommendation from McKim & Creed to sole source purchase the Aqua Diamond filter equipment from Aqua Aerobics Systems.

Budget Impact: \$ 883,275.00 Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

Suggested Motion:

I hereby approve the purchase of filter equipment to be installed as part of the Wastewater Treatment Plant Improvements project from Aqua Aerobics Systems as authorized by the sole source exemption of NCGS 143-129(e)(6).

Attachments:

Sole-source justification letter from McKim & Creed
Quote from Aqua Aerobics Systems for the filter equipment



ENGINEERS

SURVEYORS

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April 24, 2018

064960006

Mr. Brent Detwiler, PE
City Engineer
City of Hendersonville
305 Williams Street
Hendersonville, NC 28792

RE: Sole-sourcing Justification for Tertiary Filter Replacement:
Wastewater Treatment Plant Improvements - 2017

Dear Mr. Detwiler:

A Basis-of-Design Report for the City of Hendersonville Wastewater Treatment Plant Improvements – 2017 was completed in February 2018. In this report, alternatives to replacement of existing traveling bridge tertiary filter systems No. 2 were analyzed, and a recommendation for replacement provided. The recommendation was made for the installation of an Aqua-Aerobic Systems proprietary AquaDiamond Cloth media filter system.

McKim & Creed further recommends direct purchase of this equipment by the City of Hendersonville. Based on research of other equipment, we are of the belief that the AquaDiamond System is the only equipment available that can increase the design capacity of one filter unit to meet the design criteria of 6.0 million gallons per day (MGD) average daily flow and 15.0 MGD peak flow within the same footprint as the existing traveling bridge filter system.

Sincerely,

McKIM & CREED, Inc.

A handwritten signature in blue ink, appearing to read "D. Hamburger".

Don Hamburger, PE
Regional Manager

8020 Tower Point Drive

Charlotte, NC 28227

704.841.2588

Fax 704.841.2567

www.mckimcreed.com

cc: Lee Smith – Utilities Director



April 24, 2018

Correspondence ID#: AAL-37530
City of Hendersonville
145 Fifth Avenue E
Hendersonville, North Carolina 28792-4328
USA
Ph# 828-697-3000

Project: HENDERSONVILLE NC
RE: AASI Project ID# 113224
AASI Proposal # 148675 dated April 24, 2018
AASI Design # 148675

To Whom it May Concern

Enclosed please find our proposal package for the AquaDiamond® Cloth Media Filter equipment, freight and supervision services for the above referenced project.

Aqua-Aerobic Systems, Inc. is offering the proposed equipment based on our design and specifications developed for this project, subject to approval by the Owner or the Consulting Engineer. Please take a moment to review our proposal notes, and proposal drawings for Aqua-Aerobic Systems' equipment terminations and items not included in Aqua-Aerobic Systems' scope of supply which are to be provided by the Owner or Owner's Installation Contractor.

We appreciate the opportunity to submit our proposal for this project and look forward to discussing it with you in detail. Please feel free to contact me (phone: 815-639-4409; email: tmazzei@aquaaerobic.com), or our sales representative firm (listed below) if you have any questions regarding our proposal package.

Sincerely,

Tatiana Mazzei
Project Applications Engineer

CC: Heyward Incorporated / ph#: 704-583-2305 / fx#: N/A
Jon McGraw / jmcgraw@heyward.net

Aqua-Aerobic Systems, Inc.
Paul Nelson / PNelson@aquaaerobic.com



TO: City of Hendersonville
145 Fifth Avenue E
Hendersonville
North Carolina 28792-4328
USA

PROJECT: HENDERSONVILLE NC

ATN: To Whom it May Concern

PROPOSAL DATE: April 24, 2018

CC: Heyward Incorporated / ph#: 704-583-2305 / fx#: N/A
Jon McGraw

Aqua-Aerobic Systems - Regional Manager / ph#: 815/639-4554 / fx#: 815/654-2508
Paul Nelson

The following Notes apply to Aqua-Aerobic Systems' proposal:

- We are pleased to quote, for acceptance within 60 days of the proposal date, prices and terms on equipment listed below.
- Equipment will be furnished by Aqua-Aerobic Systems, Inc. with unloading of goods, civil work, and installation by the Buyer.
- The equipment/goods furnished by Aqua-Aerobic Systems will be as described in this proposal.

Cloth Media Filters

AquaDiamond Basins

1 Model ADIFC1650 AquaDiamond Filter(s)

- For installation in concrete basin(s) (provided by others) and shall include:

1 Effluent Frame Installation(s) each consisting of:

- 304 stainless steel effluent wall plate weldment(s).
- Effluent gaskets.
- 304 stainless steel effluent wall weldment(s).
- 304 stainless steel wall angles.
- 304 stainless steel base angles.
- 304 stainless steel scum discharge pipe weldment(s).
- 304 stainless steel anchors.

1 Basin Installation(s) of Mounting Brackets and Hardware will be provided as follows:

- 304 stainless steel media mounting base plates.
- Limit switch trip brackets with adhesive anchors.

1 Guide Angle Runner Plate Installation(s) will include the following:

- 304 stainless steel guide angles.
- 304 stainless steel platform wall runner plates.
- Cushioned over-travel platform stop(s).
- 304 stainless steel anchors.
- Runner plate heat trace conduits.

1 Electrical Festoon System Installation(s) consisting of:

- Galvanized festoon post weldments.
- Stainless steel festooning track C-channels.
- Festooning track hangers.
- End stops.

- End caps.
- Festooning trolleys.
- Tow trolley(s).
- Festooning loop organizers.
- Flat electrical cable(s).
- Belden cable(s).
- 304 stainless steel anchors.

AquaDiamond Frame Assemblies

8 Diamond Filter Frame and Media Installation(s) each consisting of:

- Filter frame quarter panels.
- 304 stainless steel end weldments.
- 304 stainless steel effluent filter segment end weldment(s).
- Noryl inner panel supports.
- 50' OptiFiber® pile filter cloth media socks.
- 304 stainless steel filter media band clamps.
- Noryl cloth retainer bars.
- 304 stainless steel slide support weldments.
- 304 stainless steel filter frame supports.
- Filter frame support bars.

AquaDiamond Drive Platform Assemblies

1 Diamond Filter Drive Platform Assembly(ies) consisting of the following:

- 304 stainless steel chassis weldment.
- Aluminum floor plates.
- Vacuum pipe weldment.
- 6" Valve adaptor weldment.
- 4" Valve adaptor weldment.
- Recirculation discharge pipe weldment.
- Recirculation discharge pipe outlet weldment.
- 4" Pipe support weldment.
- Pipe straps.
- Guide wheel box weldments.
- Suspension beam weldment.
- End shafts.
- Floating shaft.
- Floating shaft weldment.
- Shaft spacers.
- Discharge pipe installation.
- Aluminum handrail assemblies.
- Pillow block bearings.
- AGMA Class I gearbox and motor assembly(ies) with 3 HP inverter duty rated TEFC motor.
- Platform wheel(s).
- Painted steel drive shaft coupling(s).
- Sprocket(s).
- Idler sprocket(s).
- Polyethylene skid plate(s).
- Roller chain.
- Guide wheel(s).
- Gorman Rupp model T4A60S externally mounted centrifugal backwash pump(s) with 20 HP premium efficiency inverter duty rated TEFC 3 phase motor.
- Pump heater kit(s).
- 6 inch diameter Milliken 601-N0 electrically operated eccentric plug valve(s) with 125# flanged end connection, ASTM A-126 Class B cast iron body with welded in nickel seat, EPDM coated ductile iron plug, assembled and tested.

- with a Auma, 115 VAC, 60 hertz, single phase open/close service electric actuator. Valve actuator includes local controls and compartment heater.
- 4 inch diameter Milliken 601-N0 electrically operated eccentric plug valve(s) with 125# flanged end connection, ASTM A-126 Class B cast iron body with welded in nickel seat, EPDM coated ductile iron plug, assembled and tested with a Auma, 115 VAC, 60 hz, single phase open/close service electric actuator. Valve actuator includes local controls and compartment heater.
 - 4 inch diameter Milliken 601-N0 manual eccentric plug valve(s) with cast iron body, welded nickel seat, flanged end style, EPDM coated ductile iron plug, stainless steel bearings, and manual operator.
 - 4" Krohne Enviromag series 2000 F magnetic inductive flow-meter with series IFC signal converter mounted integral to the meter.
 - 0 to 30 inches mercury vacuum gauge(s).
 - 1/4" stainless steel ball valve(s).
 - Vacuum transmitter(s).
 - Pressure transducer(s).
 - Overflow level sensor(s).
 - PVC conduit.
 - Trip switch assemblies.
 - Festoon mast assembly.

AquaDiamond Backwash/Solids Piping Assemblies

1 Set(s) of Backwash and Solids Piping Assembly(ies) will be provided as follows:

- 2" Flexible hose.
- Stainless steel hose clamps.
- 304 stainless steel sludge dropleg weldments.
- 304 stainless steel backwash suction pipe weldments.

1 Backwash Shoe Assembly(ies) (8 sets per basin) will be provided as follows:

- 304 stainless steel backwash shoe weldments.
- 302 stainless steel extension springs.
- 304 stainless steel pivot pins.
- Polyethylene backwash nozzle plate(s).
- 304 stainless steel backwash shoe mounting assemblies.

AquaDiamond Instrumentation

1 Effluent Chamber Pressure Transducer Installation(s) consisting of:

- Probe mounting bracket(s).
- Pressure transducer(s).

AquaDiamond Pumps, Valves, and Plumbing Assemblies

1 Skimmer Valve(s) consisting of the following:

- 8 inch diameter Milliken 601-N0 electrically operated eccentric plug valve(s) with 125# flanged end connection, ASTM A-126 Class B cast iron body with welded in nickel seat, EPDM coated ductile iron plug, assembled and tested with an Auma, 115 VAC, 60 hertz, single phase open/close service electric actuator. Valve actuator includes compartment heater.
- Valve extension(s) painted steel.

Misc/Spare Parts

1 List of AquaDiamond Spare Parts consisting of:

- (1) 50' OptiFiber® pile filter cloth media socks.
- (1) Gormann Rupp 20HP T4A60S pump repair kit.
- (1) Fuse(s), 50mA.
- (1) Fuse(s), 5A.
- (1) Fuse(s), 1A.
- (1) Fuse(s), 15A.

- (1) Fuse(s), 30A.
- (1) Cloth media repair kit(s).
- (1) Platform wheel(s).
- (1) Safety switch(es).
- (1) Safety switch lever(s).
- (1) Indicating light assembly(ies).
- (1) Backwash/solids valve open/close valve actuator(s).

AquaDiamond Controls

1 Shore Mounted Control System(s) Installation consisting of:

- NEMA 4X 304 stainless steel enclosure(s).
- Panel heater.
- Circuit breaker with handle.
- Fuse(s) and fuse block(s).
- Transformer(s) with fuses.
- Circuit breaker(s).
- 115 V power line filter(s).
- GFI receptacle(s).
- PanelView plus 6 700 color touch screen display(s).
- CompactLogix remote I/O module(s).
- Power supply(s).
- Input card(s)
- Output card(s).
- Analog input card(s).
- Ethernet switch(es).
- Temperature sensor(s).
- Panel will be UL listed and labeled.

1 Platform Mounted Control System(s) Installation consisting of:

- NEMA 4X 304 stainless steel enclosure(s).
- Panel heater.
- Circuit breaker with handle.
- Fuse(s) and fuse block(s).
- Transformer(s) with fuses.
- Circuit breaker(s).
- 115 V power line filter(s).
- GFI receptacle(s).
- Allen Bradley Compactlogix programmable controller.
- Power supply(s).
- Input card(s)
- Output card(s).
- Analog input card(s).
- Analog output card(s).
- Ethernet switch(es).
- 20 HP VFD(s).
- 3 HP VFD(s).
- Control relay(s).
- Selector switch(es).
- Pushbutton(s).
- Panel will be UL listed and labeled.

1 Festooning System Junction Box(es) consisting of:

- NEMA 4X 304 stainless steel enclosure(s).

- Terminal blocks.

AquaDiamond Engineering

6 Set(s) Documentation for the AquaDiamond will be provided as described:

- Engineer's Approval Data (English language).

6 Set(s) Documentation will be provided as described:

- Operation & Maintenance Manuals (English language).

AquaDiamond Supervision/Freight

1 Supervision Services and Freight Package(s) for the AquaDiamond will be provided as follows:

- 16 Day(s) On Site for MECHANICAL SUPERVISION
- 4 Trip(s) for MECHANICAL SUPERVISION
- FREIGHT TO JOBSITE

The Following General Notes apply to Aqua-Aerobic Systems' Proposal:

- SCHEDULE: We expect submittals to be completed and in transit to you within 4-8* weeks after receipt of order with acceptable terms and conditions and guarantee of payment. We expect receipt of approved engineer's submittal with release for manufacture within 4-8 weeks of our transmittal of submittal data. We expect shipment of equipment (transit time excluded) to be approximately 16-18* weeks from our receipt of approved engineer's submittal data and release for manufacture. Schedules may be adjusted at time of order placement, depending upon existing order backlog. *Weeks quoted are actual working weeks.

- Aqua-Aerobic Systems will be closed for the Christmas Holidays beginning approximately December 24, through approximately January 2nd.

- TARIFF PRICE ESCALATION NOTE: The proposed goods may be affected by the recent U.S. Government proposed tariffs on imported steel and aluminum. Because of this, Aqua-Aerobic reserves the right to re-evaluate the pricing quoted prior to order acceptance if; 1) a purchase order is received past the validity date stated in the proposal or, 2) the total of the quoted lead times stated in this proposal are exceeded. Any pricing adjustments required due to tariff impacts will be based on published material cost indices specific to the affected materials.

- CONTROLS NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT: If applicable, Aqua-Aerobic Systems will provide information relating to software documentation to control the treatment system supplied using Aqua-Aerobic Systems' proprietary and/or trade secret information subject to execution of an Aqua-Aerobic "Controls Non-Disclosure / Confidentiality Agreement".

- INTEGRAL DOCUMENTS: The following documents are an integral part of Aqua-Aerobic Systems' proposal:

1. Aqua-Aerobic Systems' Design # 148675 and Design Notes dated 2018-04-23.
 2. Aqua-Aerobic Systems' Drawings entitled 81132246000 to 81132246006 dated 2017-12-19.
- Additional supervision services can be provided for an additional charge of \$1200/day plus travel and living expenses.

The Following Mechanical and/or Electrical Notes apply to Aqua-Aerobic Systems' Proposal:

- Valve and line sizes are to be verified by the engineer based on actual line losses.
- Pumps and valves ship loose, unless otherwise specified.
- Filter flow hydraulics and plant's capability to handle the intermittent backwash flow is to be confirmed by the purchaser/purchaser's consulting engineer.
- Three phase motors will be 460 volt.
- Single phase motors will be 115 volt.

The Following Scope Exclusion Notes apply to Aqua-Aerobic Systems' Proposal:

- Materials and Services not specifically described/itemized in this proposal are not included in the quoted total price, and are to be supplied by the installing contractor/purchaser.
- Freeze protection may be required for outdoor installation in cold weather climates. All such protection, including but not limited to, heat tracing and insulation of pumps and piping, as well as protection against internal tank freezing shall be provided and installed by the installing contractor.

SCOPE BY PURCHASER/CONTRACTOR:

*Note this is not intended as a complete listing and is provided as a courtesy.

- Unloading and storage.
- Provisions for equipment access.
- Concrete, handrail and all civil works.
- All piping, spool pieces, supports, gaskets and hardware beyond Aqua-Aerobic Systems' equipment terminations.
- Interconnecting piping, wiring and installation.
- All flanges and/or unions in the piping to service the equipment.
- Unless specifically stated above, weir(s) for each filter.
- Electrical conduit, hardware, supports, attachment of cables, wiring and j-boxes (if any) between motors, electrical valves, instruments and the control panel.
- Installation/field wiring of the control panel(s) that ship loose.
- Electrical wiring and supply power.

The Following Commercial Notes apply to Aqua-Aerobic Systems' Proposal:

- F.O.B. JOBSITE; TITLE AND RISK OF LOSS: All prices and all shipments of goods are F.O.B. Jobsite City Location. It is the responsibility of the Buyer to unload shipments and utilizing the packing list and bill of lading provided with the shipment notate shortages/damages upon receipt of the shipments and notify Aqua-Aerobic in writing within 7 days of the shortages/damages to facilitate filing of a freight claim. Delivery of the goods sold hereunder by the carrier shall be deemed delivery to Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

- TAXES: State and/or local taxes are not included in the price but will be charged unless we receive a valid resale/exemption certificate.

- SCOPE OF SUPPLY NOTE: Aqua-Aerobic Systems' scope of supply and pricing is as described in this proposal including the listed Integral Documents, terms and conditions of sale, and is based upon the referenced Aqua-Aerobic Systems' drawings and design. Please refer to the proposal notes for equipment terminations and items not included in the proposal which are to be provided by the Buyer. Engineer's submittal data will be prepared using these proposed goods and services, and the submittal approved by the Consulting Engineer will become an integral part of the scope of supply under the contract resulting from this offer. Any additions or deletions to the scope of supply will be presented as change orders.

- TRADEMARKS: Aqua-Aerobic®, Aqua-Jet®, Aqua-Jet II®, AquaDDM®, ThermoFlo®, Endura Series®, OxyMix®, Fold-a-Float®, Aqua MixAir®, AquaCAM-D®, AquaSBR®, Aqua MSBR®, AquaPASS®, Aqua BioMax®, AquaEnsure®, Aqua EnduraTube®, Aqua EnduraDisc®, Aqua CB-24®, AquaDisk®, AquaDiamond®, AquaDrum®, Aqua MiniDisk®, Aqua MegaDisk®, AquaPrime®, OptiFiber®, OptiFiber PES-13®, OptiFiber PA2-13, OptiFiber ACR-13®, OptiFiber PES-14®, OptiFiber PF-14®, Trust the Tag®, AquaABF®, Turbilite®, AquaMB Process®, Aqua-Aerobic® MBR, Aqua UltraFiltration™, Aqua MultiBore®, Aqua MultiBore® C-Series, Aqua ElectroOzone™, Aqua ElectroOzone™ M-Series, SpareCare®, IntelliPro®, AquaNereda® Aerobic Granular Sludge Technology and the Aqua-Aerobic logo are registered trademarks or pending trademarks of Aqua-Aerobic Systems, Inc. Nereda® is a registered trademark of Royal HaskoningDHV. All other products and services mentioned are trademarks of their respective owners.

GOODS QUOTED ABOVE WILL BE SOLD SUBJECT ONLY TO THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY OBJECTED TO.

Total Price: \$883,275

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)**Page 1 of 2**

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

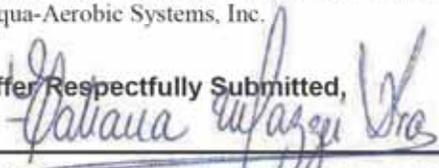
OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by: _____
Company: _____

Offer Respectfully Submitted,


Tatiana Mazzei, Project Applications Engineer
Aqua-Aerobic Systems, Inc.

By: _____ Date: _____

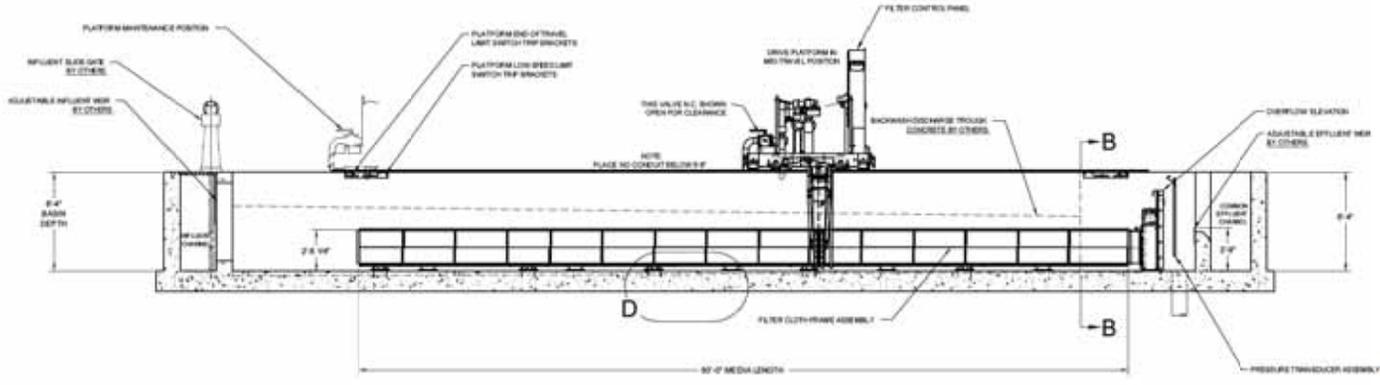


- EXISTING WALL
- - - - - DEMOLISHED WALL
- · - · - · MODIFIED WALL
- - - - - NEW WALL

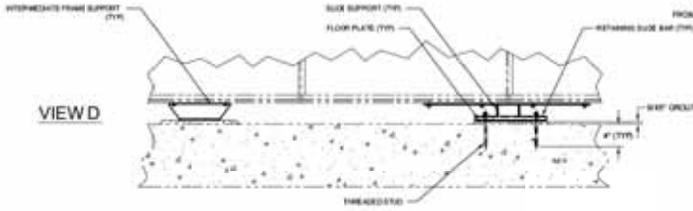
NOT FOR CONSTRUCTION

PROJECT: BRANDenburgville JOB NUMBER: 201				 AQUA-AEROBIC SYSTEMS, INC. 10000 W. 100th St., Suite 100 Overland Park, KS 66213 Phone: (913) 241-2000 Fax: (913) 241-2001
DRAWING TITLE: FILTER BASIN MODIFICATIONS				
DATE: 10/1/2001	SCALE: AS SHOWN	BY: WILLIAM W. HARRIS	CHECKED BY: GWB	DO NOT SCALE DRAWING 1" = 10'-0" (VERTICAL) 1" = 10'-0" (HORIZONTAL)
PROJECT NUMBER: 201				SHEET NUMBER: 1 OF 1
COMPANY: AQUA-AEROBIC SYSTEMS, INC.				PROJECT NUMBER: 201
PROJECT NAME: BRANDenburgville				SHEET TITLE: FILTER BASIN MODIFICATIONS
PROJECT ADDRESS: 1000 W. 100th St., Suite 100, Overland Park, KS 66213				PROJECT PHONE: (913) 241-2000
PROJECT CONTACT: WILLIAM W. HARRIS				PROJECT FAX: (913) 241-2001
PROJECT E-MAIL: WILLIAM.W.HARRIS@AQUA-AEROBIC.COM				PROJECT WEBSITE: WWW.AQUA-AEROBIC.COM

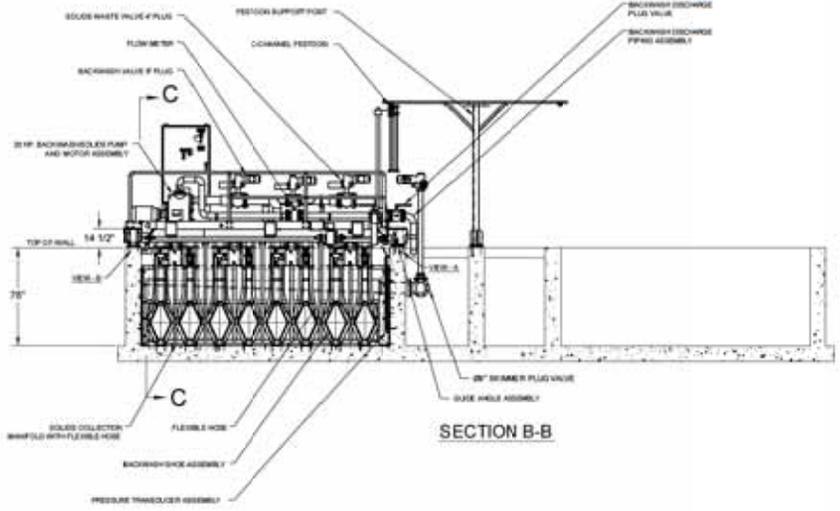
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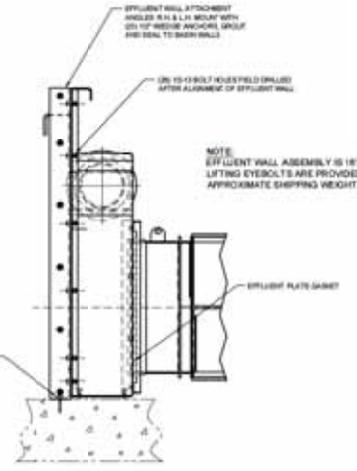
SECTION A-A
FROM SHEET #1



VIEW D



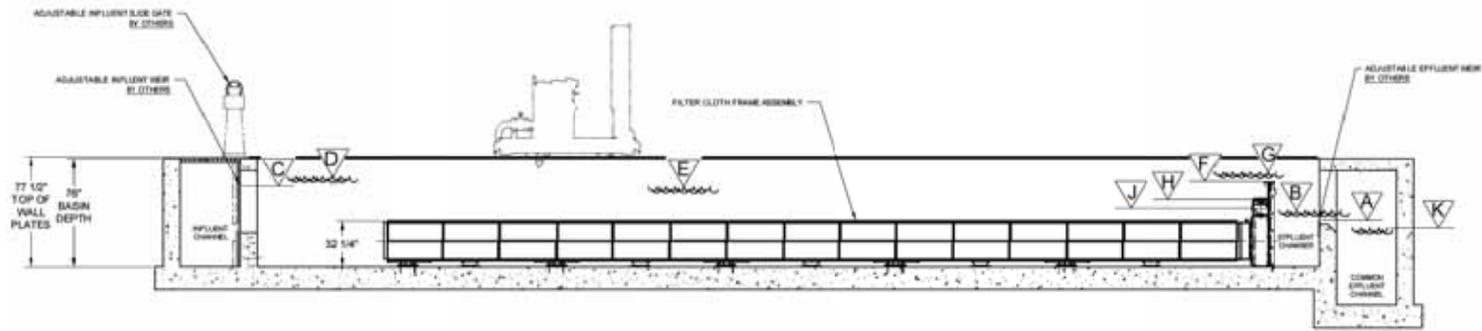
SECTION B-B



SECTION C-C
SCALE 4:1

NOTE:
THE GRAPHIC ELEMENTS OF THIS COMPUTER GENERATED DRAWING ARE DRAWN FULL SIZE OR AS NOTED. THE DIMENSIONS ARE ASSOCIATIVE. IF THE SIZE OF THE GRAPHIC ELEMENTS IS CHANGED THE DIMENSIONS WILL NOT BE CORRECT.

Customer: HENDERSONVILLE, NC		AQUA-AEROBIC SYSTEMS, INC.	
DO NOT SCALE DRAWING	UNLESS OTHERWISE NOTED	DATE: 2017-12-19	SCALE: 1/8\"/>
PROJECT: 1711 AQUADIAMOND	DATE: 2017-12-19	BY: [Signature]	SCALE: 1/8\"/>
REV: 001	DATE: 01/11/2017	BY: HENDERSONVILLE	SCALE: 1/8\"/>
DRAWING NAME: AQUADIAMOND FILTER SECTION AND DETAILS MODEL ADFC1855		PROJECT NUMBER: 8113224002	SCALE: 1/8\"/>



ELEVATION	
△ A	2.75' EFFLUENT WEIR ELEVATION.
▽ B	3.13' NAPPE OVER EFFLUENT WEIR AVERAGE FLOW.
	3.44' NAPPE OVER EFFLUENT WEIR PEAK FLOW.
△ C	4.75' INFLUENT WEIR ELEVATION.
▽ D	5.09' NAPPE OVER INFLUENT WEIR AVERAGE FLOW.
	5.38' NAPPE OVER INFLUENT WEIR PEAK FLOW.
△ E	4.70' INITIATE BACKWASH
▽ F	5.00' OVERFLOW WEIR ELEVATION.
△ G	5.31' NAPPE OVER OVERFLOW WEIR AVERAGE FLOW.
	5.57' NAPPE OVER OVERFLOW WEIR PEAK FLOW.
△ H	3.96' SCUM TROUGH ELEVATION.
▽ J	3.44' CENTERLINE ELEVATION SCUM VALVE
△ K	2.25' MAXIMUM WATER LEVEL FOR DOWNSTREAM CONVEYANCE

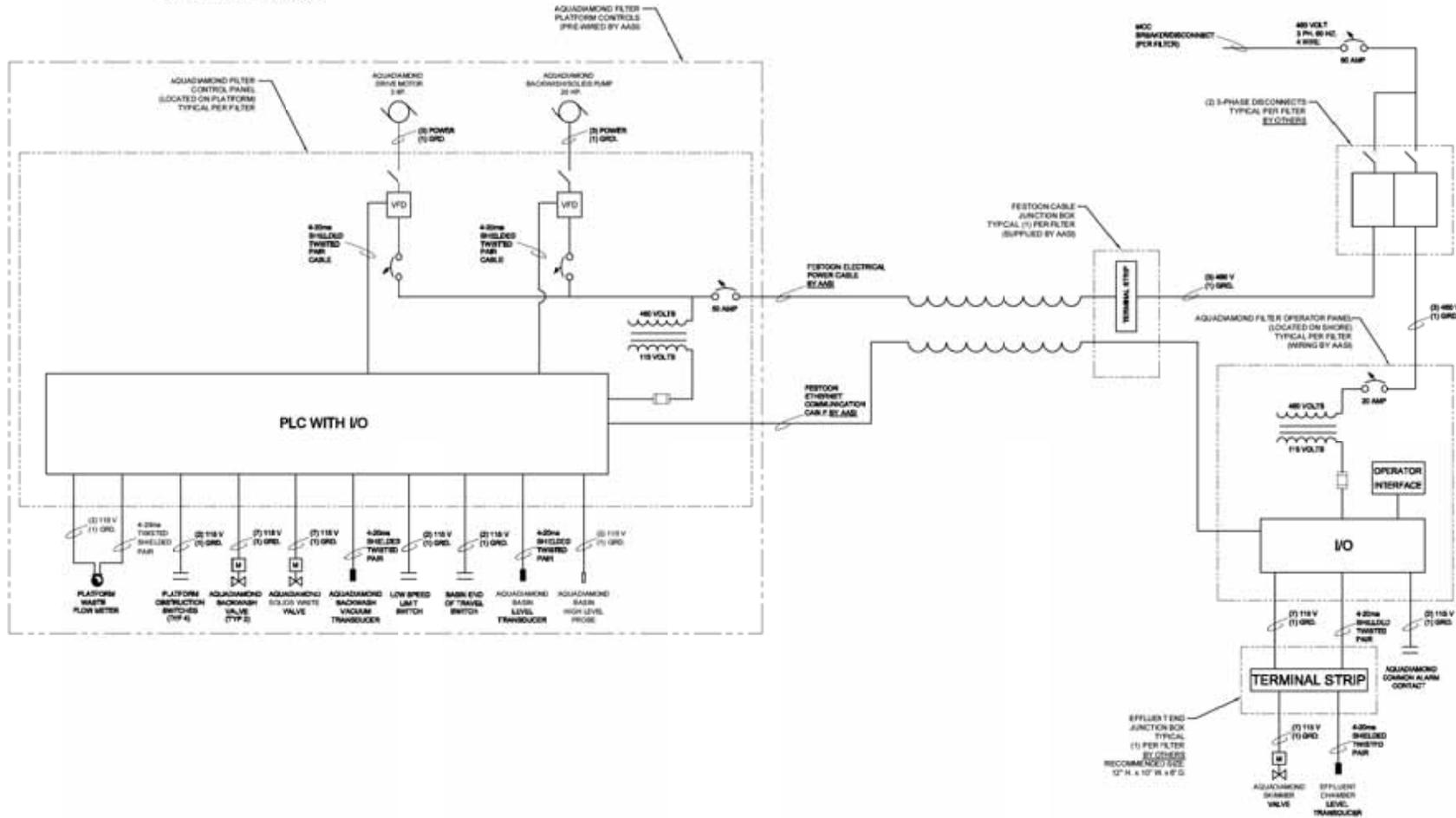
HYDRAULIC PROFILE
 BASED UPON AVERAGE FLOW RATE OF 2.80 GPM PER SQUARE FOOT (6.0 MGD)
 BASED UPON MAXIMUM FLOW RATE OF 6.51 GPM PER SQUARE FOOT (15.0 MGD)

WEIR LENGTHS	
INFLUENT	14.00'
EFFLUENT	12.00'
OVERFLOW	16.00'

PROJECT: BRAND BRIDGEVILLE DRAWING NO:		AQUA-AEROBIC SYSTEMS, INC. 10000 W. 100th St., Suite 100, Overland Park, KS 66213 TEL: 913.241.1000 FAX: 913.241.1001 WWW: WWW.AQUA-AEROBIC.COM	
DATE:	2017.03.28	SCALE:	AS SHOWN
DRAWN BY:	AKR/AMM/MSD	CHECKED BY:	AKR/AMM/MSD
DESIGNED BY:		DATE:	
PROJECT NO:		PROJECT:	
CLIENT:		SCALE:	
PROJECT NAME:	AQUADIAMOND HYDRAULIC PROFILE MODEL ADIFC1630	DATE:	
PROJECT NO:		SCALE:	

SYMBOL KEY											
	MOTOR		CIRCUIT BREAKER		ELECTRICAL DISCONNECT		VARIABLE FREQUENCY DRIVE		PRESSURE TRANSDUCER		TRANSFORMER
	MOTOR OPERATED VALVE		FLOAT SWITCH		MOTOR OVERLOAD		STARTER CONTACTOR		FUSE		FLOW METER

NOTE: SOME SYMBOLS MAY NOT BE APPLICABLE



NOTE: ALL INTERCONNECTING WIRE, CONDUIT AND FITTINGS SHALL BE PROVIDED BY THE INSTALLING CONTRACTOR UNLESS OTHERWISE NOTED.

DESIGNED BY: BRAND BRUNWILL		DATE: 03/10/18	
PROJECT NO:		SCALE:	
CLIENT:		DATE:	
LOCATION:		PROJECT:	
DESCRIPTION:		REVISED:	
DATE:		BY:	
BY:		CHECKED:	
APPROVED:		DATE:	
AQUADIAMOND FILTER ONLINE DIAGRAM MODEL ADFC1800		81132246005	



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

Process Design Report

HENDERSONVILLE NC

Design# 148675

Option: Bid Design

AquaDiamond®
Cloth Media Filter

April 24, 2018

Designed By: Tatiana Mazzei



Design Notes

Filtration

- The cloth media filter recommendation and anticipated effluent quality are based upon influent water quality conditions as shown under "Design Parameters" of this Process Design Report
- The anticipated filtered effluent quality is based on the filter influent conditions as shown under "Design Parameters" of this Process Design Report. In addition, the filter influent should be free of algae and other solids that are not filterable through a nominal 10 micron pore size media. Provisions to treat algae and condition the solids to be filterable are the responsibility of others.
- For this application, pile filter cloth is recommended.
- Redundancy has not been considered in this design.

Equipment

- The filters have been designed to be retrofitting into one onsite basin. Basin modifications shall be provided by others.
- Equipment selection is based upon Aqua Aerobic Systems' standard materials of construction and electrical components.
- Aqua-Aerobic Systems, Inc. is familiar with various "Buy American" Acts (i.e. AIS, ARRA, Federal FAR 52.225, EXIM Bank, USAid, PA Steel Products Act, etc.). As the project develops Aqua-Aerobic Systems can work with you to ensure full compliance of our goods with various Buy American provisions if they are applicable/required for the project. When applicable, please provide us with the specifics of the project's "Buy American" provisions.

AquaDiamond Tertiary Filtration - Design Summary

DESIGN INFLUENT CONDITIONS

Pre-Filter Treatment: Secondary
 Avg. Design Flow = 6.00 MG/Day = 4166.67 gpm = (22712 m³/day)
 Max Design Flow = 15.00 MG/Day = 10416.7 gpm = (56781 m³/day)

<u>DESIGN PARAMETERS</u>	Influent	mg/l	Effluent			
			Required	<= mg/l	Anticipated	<= mg/l
Avg. Total Suspended Solids:	TSSa	5	TSSa	5	TSSa	5
Max. Total Suspended Solids:	TSSm	15	--	--	--	--

AquaDiamond FILTER RECOMMENDATION

Qty Of Filter Units Recommended = 1
 Number Of Diamonds Per Unit = 8
 Length Per Diamond = 50 ft
 Total Filter Area Provided = 1600.0 ft² = (148.64 m²)
 Filter Model Recommended = AquaDiamond 50 ft
 Filter Media Cloth Type = OptiFiber PA2-13

AquaDiamond FILTER CALCULATIONS

Filter Type:

Vertically Mounted Cloth Media Diamonds featuring automatically operated vacuum backwash and solids removal system.

Average Flow Conditions:

Average Hydraulic Loading = Avg. Design Flow (gpm) / Recommended Filter Area (ft²)
 = 4166.7 / 1600 ft²
 = 2.60 gpm/ft² (6.37 m/hr) at Avg. Flow

Maximum Flow Conditions:

Maximum Hydraulic Loading = Max. Design Flow (gpm) / Recommended Filter Area (ft²)
 = 10416.7 / 1600 ft²
 = 6.51 gpm/ft² (15.92 m/hr) at Max. Flow

Solids Loading:

Solids Loading Rate = (lbs TSS/day at max flow and max TSS loading) / Recommended Filter Area (ft²)
 = 1876.5 lbs/day / 1600 ft²
 = 1.17 lbs. TSS /day/ft² (5.72 kg. TSS/day/m²)



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 4/24/18

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 5/3/18

Nature of Item: Council Action

Summary of Information/Request:

Item # 05i

Prioritizing CIP Projects & Rehabilitation and Replacement of Water Mains:

The City had retained the services of Hazen and Sawyer for completion of a water system modeling project and Water System Master Plan, as well as on-call hydraulic water modeling. Staff has requested a proposal from Hazen and Sawyer to use a risk-based scoring system to reorganize the capital improvement plan and integrate the water main rehabilitation and replacement program into the proposed projects. We ask that Council approve the proposal for this work and authorize the City Manager to execute an amendment to our current agreement with Hazen and Sawyer for this work. We welcome any questions that you may have.

Budget Impact: \$ 40,000 _____ Is this expenditure approved in the current fiscal year budget? Yes No If no, describe how it will be funded.

There are available funds in the water/sewer budget to cover this cost.

Suggested Motion:

I move to approve the proposal from Hazen and Sawyer to prioritize the water CIP projects and to authorize the City Manager to execute an agreement amendment for said work; as presented and recommended by staff.

Attachments:

Proposal from Hazen and Sawyer



Hazen and Sawyer
629 Green Valley Road, Suite 200
Greensboro, NC 27408 • 336-292-7490

February 7, 2018

Mr. Brent Detwiler, PE
City of Hendersonville
305 Williams Street
Hendersonville, NC 28792

Re: Proposal for Prioritizing CIP Projects & Rehabilitation and Replacement of Water Mains

Dear Brent:

Hazen is pleased to provide this proposal for prioritizing water main CIP projects. This project will assist city staff by grouping water main projects to match available funding.

Background Information

Hazen completed Hendersonville’s Water System Master Plan project in June 2017. The Master Plan grouped proposed improvements in four tables. The first table summarized 11 projects involving 12-inch and larger water mains. The second table included 29 projects in the Long John Mountain area. The third table included more than 200 projects, arranged by year and subdivided by pressure zone, with improvements needed to address existing deficiencies shown in 2020 and those designed to supply projected growth shown in 2025 through 2040.

In late 2018, city staff requested assistance with developing a prioritized water main rehabilitation and replacement program focused on the unlined cast iron pipes that are in poor condition and have exceeded their design life.

The proposed project will use a risk-based scoring system to reorganize the capital improvement plan and integrate the water main rehabilitation and replacement program into the proposed projects.

Scope of Work

- 1. Develop scoring system to reorganize the Master Plan CIP.** This task will develop a scoring system based on the probability of deficiencies and the consequences resulting from not installing each CIP project. Higher scores will be assigned to projects that address existing deficiencies, such as inadequate fire flows or excessive water age, and lower scores will be assigned to projects related to projected demands in areas not currently served. Consequences of not installing a given project will be scored depending on how many customers would have deficient pressures or fire flows, with critical customers such as hospital and schools more heavily weighted. Scoring also will consider other factors affected by not installing a given project, such as the number of customers with excessive water age, the amount of new demand that could not be supplied, and the added cost if a water main project is deferred beyond the scheduled date of DOT projects. Hazen will present a preliminary scoring system to city staff in a Skype meeting and make adjustments based on city goals and policies.

2. **Develop scoring system for water main rehabilitation and replacement.** This task will develop a scoring system to prioritize existing water mains for rehabilitation or replacement. The scoring system will be based on the probability and consequence of pipe failures. Probability of failure scoring will consider installation date, pipe material, repair history, soil pH and pressure. Consequence of failure scoring will consider proximity of critical users, extent of outages caused by failure. Weighting factors also will consider dates of scheduled DOT projects and impact on fire flows. Highest priority will be assigned to rehabilitation or replacement projects that resolve existing fire flow deficiencies. Hazen will present a preliminary scoring system to city staff in a Skype meeting and make adjustments based on city goals and policies.
3. **Prioritize projects.** We will use software called CapPlan Water to prioritize capital improvement projects including new water mains and rehabilitation and replacement projects based on the scoring system agreed upon with city staff. Projects will be ranked and tabulated with cost estimates. CIP projects will be grouped to comply with budget constraints provided by the city. Hazen will present preliminary results in a Skype meeting to obtain the city's input for grouping projects.
4. **Prepare a technical memo.** Hazen will prepare a technical memo that describes the scoring system and presents tables and maps showing prioritized CIP projects grouped by year. Results will be delivered electronically in excel spreadsheets and GIS shapefiles.

Proposed Fee

We propose billing at the following hourly rates, which will remain in effect through June 30, 2018:

- \$100.00 per hour for Assistant Engineers
- \$135.00 per hour for Field Coordinators
- \$150.00 per hour for Associates
- \$170.00 per hour for Senior Associates
- \$235.00 per hour for Vice Presidents
- \$80.00 per hour for engineering interns and technical editors

These hourly rates will remain in effect until July 1, 2018, when they will be adjusted to reflect increases in the cost of labor, but not by more than five percent. Expenses will be billed at cost, including travel expenses at \$0.545 per mile. The total fee will not exceed FORTY THOUSAND DOLLARS (\$40,000.00) without further authorization.

Schedule

We will begin the project within 30 days of authorization to proceed and estimate completion within 90 days thereafter.

Cooperation by the City

This proposal assumes the City of Hendersonville will provide:

- Input on city policy for prioritizing projects
- Budget information

Please call if you have any questions about this proposal.

Sincerely yours,

HAZEN AND SAWYER



Jeffrey R. Cruickshank, PE
Associate Vice President

Accepted By:

(Signature)

Name:

Title:

Date



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Jennifer Harrell

Department: Admin

Date Submitted: 4/12/2018

Presenter: Jennifer Harrell

Date of Council Meeting to consider this item: 5/3/2018

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 05j

The Human Resources Department nor the Public Works Department could locate a job description for a Mini Golf Attendant. The attached job description has been written and is being brought before you to be consistent in approving the City's job descriptions.

Budget Impact: \$.00 _____ Is this expenditure approved in the current fiscal year budget? ^{N/A} If no, describe how it will be funded.

Suggested Motion:

Attachments:

Miniature Golf Attendant job description

Miniature Golf Attendant

Primary Reason Why Classification Exists

This seasonal position is responsible for maintaining the miniature golf course to ensure a positive guest experience. The miniature golf attendant is responsible for handling cash flow with accuracy and tracking players on the course.

Distinguishing Features of the Class

An employee in this class is responsible for all aspects of merchandise and miniature golf sales, food service and beverages to guests visiting the concession stand, and ensuring to provide great customer service. They also support the pace of play on the miniature golf course to maximize playability. Work occurs in all weather conditions and may include working holidays, weekends, day and night shifts and working overtime. Work is performed under the general supervision of the Public Works Director.

Illustrative Examples of Work

- Greet customers, be engaging, friendly and helpful to customers.
- Answer the telephone courteously
- Complete all sales transactions accurately
- Perform shift opening and closing duties as assigned
- Take concession stand orders in accordance to established service standards
- Ensure merchandise inventory is kept neat, attractively displayed and sufficiently stocked; stock and replenish food and beverages as needed
- Provide golf balls and clubs to miniature golf customers.
- Operate cash register and receive payment from customer in cash or credit card, and accurately count and provide change to customers when applicable
- Clean, sanitize, and maintain the concession stand area, including counters and equipment.
- Clean restrooms and keep them clean throughout the day
- Prepare miniature golf course for play at the beginning of each day
- Ensure flowers on the course are watered
- Ensure proper food handling procedures are followed
- Inspect miniature golf and concession facilities and equipment to ensure the safety, cleanliness, and proper working order; report all issues when applicable
- Performs related duties as required

Knowledge, Skills, and Abilities

- Some knowledge of recreational programming and facility operations
- Knowledge of basic computer proficiency
- Ability to handle cash flow with accuracy in adherence to established procedures
- Ability to exercise attention to detail in performing assigned tasks
- Ability to work with minimal supervision
- Ability to interact with a wide range of people
- Ability to walk and stand for long periods of time

Education

High School Education (some HS education required)

Experience

Previous customer service experience is preferred, but not required.

Special Requirement

Must be at least 17 years of age

Physical Requirements

This is light work requiring the exertion of up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. Work requires balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling and repetitive motions. Ability to perform required assignments with adequate strength, dexterity, coordination and visual acuity (with reasonable accommodation[s] if needed) and in a manner that does not pose a direct threat to the health or safety of the employee or others in the workplace. Vocal communication is required to communicate with other workers and the public. Hearing is required to perceive information at normal spoken word levels. Visual acuity is required for retrieving, golf balls and supporting the pace of play on the course, and observing general surroundings and activities to ensure safety.

Working Conditions

Work occurs primarily in outside environmental conditions including extreme heat and cold. Employee is subject to hazards including exposure to mechanical equipment and atmospheric conditions due to exposure to fumes, odors, dusts, and oils and potential for biological or human waste.

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.

April 2018



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 04/23/2018

Presenter: John Connet

Date of Council Meeting to consider this item: 05/03/2018

Nature of Item: Council Action

Summary of Information/Request:

Item # 05k

NCDOT is in the process of installing a round-a-bout at the intersection of NC 225 (Greenville Highway) and Erkwood Drive/Shepherd Street. As part of the project they will be installing a new sidewalk on the southeast portion of the project. A existing sidewalk on the southwest portion will be replaced as part of the project. They are requesting the City of Hendersonville's permission to install this new sidewalk, which will require a 80/20 cost share arrangement with the City. We have attached a copy of the sidewalk agreement for your review and approval.

Budget Impact: \$ 3670.80 _____ Is this expenditure approved in the current fiscal year budget? No Yes If no, describe how it will be funded.

It will be budget in a future year. NCDOT will request reimbursement upon completion of the project.

Suggested Motion:

I move that the City Council approve the NCDOT Sidewalk Agreement for new sidewalks associate with the Erkwood Drive/Shepherd Street realignment project.

Attachments:

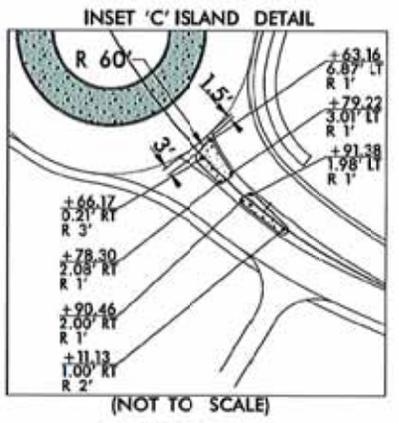
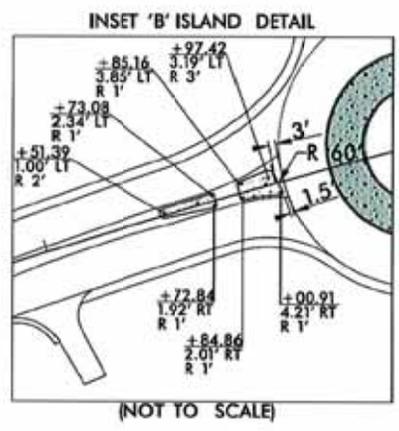
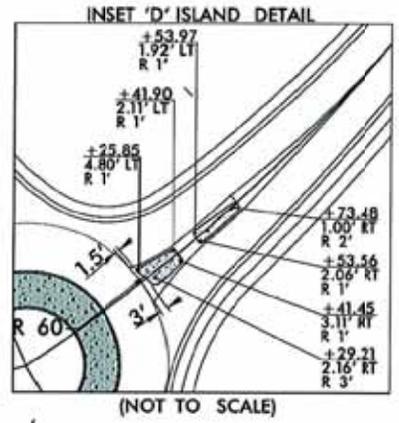
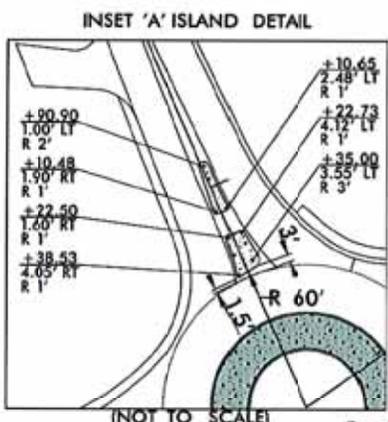
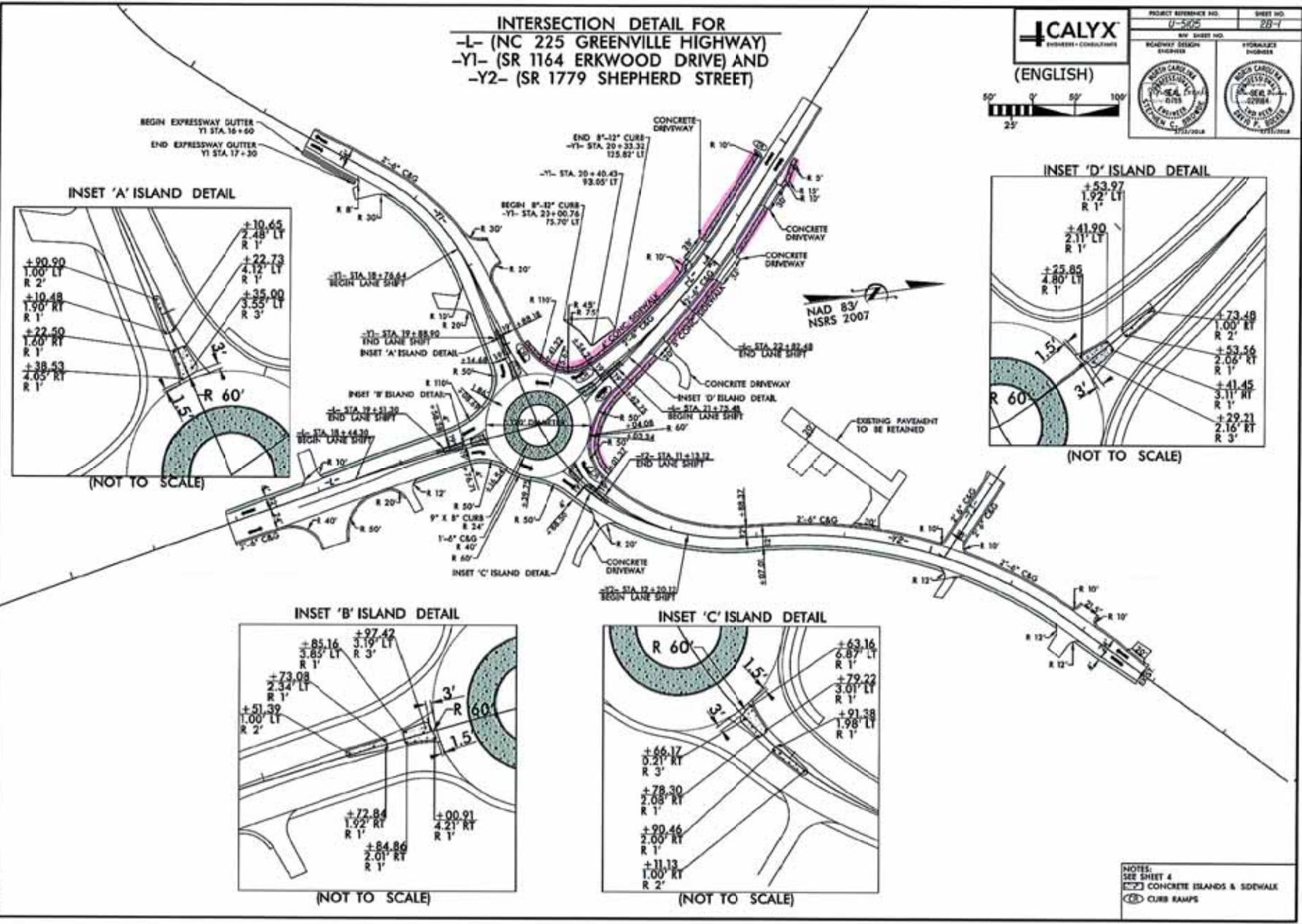
Agreement
Map showing new sidewalks.

INTERSECTION DETAIL FOR
-L- (NC 225 GREENVILLE HIGHWAY)
-Y1- (SR 1164 ERKWOOD DRIVE) AND
-Y2- (SR 1779 SHEPHERD STREET)

	PROJECT REFERENCE NO.	SHEET NO.
	U-565	28-1
(ENGLISH)	ROADWAY DESIGN ENGINEER	STANDARD ENGINEER



NAD 83/
NSRS 2007



NOTES:
 SEE SHEET 4
 CONCRETE ISLANDS & SIDEWALK
 CURB RAMPS

8/25/2009
 8:07 AM
 C:\p\proj\107181_1\dwg\28-1.dwg

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –
MUNICIPAL AGREEMENT WITH BETTERMENTS**

HENDERSON COUNTY

DATE: 2/23/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5105

AND

WBS Elements: 41903.3.3

CITY OF HENDERSONVILLE

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Hendersonville, a local government entity, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project U-5105, in Henderson County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of intersection improvements on NC 225 from SR 1164 (Erkwood Drive) to SR 1779 (Shepherd Street) in Henderson County.
2. At the request of the Municipality, and in accordance with the Department's *Pedestrian Policy Guidelines*, the Department shall include provisions in its construction contract for the construction of pedestrian facilities on or along NC 225 from SR 1164 (Erkwood Drive) to SR 1779 (Shepherd Street). Said work shall be performed in accordance with the Department's policies, procedures, standards, and specifications, and the following provisions.

PLANNING AND DESIGN

3. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

RIGHT OF WAY

4. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.
5. It is understood by both parties that all work for the betterments shall be performed within the existing right of way. However, should it become necessary, the Municipality, at no expense or liability whatsoever to the Department, shall provide any needed right of way and or construction easements for the construction of the betterments, and remove from said rights of way all obstructions and encroachments of any kind or character. Acquisition of any needed right of way shall be performed in accordance with the following state and federal policies and procedures, "Right of Way Acquisition Policy and Land Acquisition Policy, contained in the Federal-Aid Policy Guide, Part 712, Subpart B", and the North Carolina Right of Way Manual (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970). The Department shall be indemnified and held harmless from any and all damages and claims for damages associated with the acquisition of any construction easements and/or right of way.

UTILITIES

6. The Municipality, without any cost or liability whatsoever to the Department, shall relocate and adjust all municipally-owned utilities in conflict with the Project and shall exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocations of telephone, telegraph, and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately- or publicly-owned utilities.
 - A. Said work shall be performed in a manner satisfactory to the Department prior to the Department beginning construction of the Project. The Municipality shall make every effort to promptly relocate said utilities in order that the Department will not be delayed in the construction of the Project.
 - B. The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.
 - C. The Department, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the Municipality.
 - D. If applicable, the Department shall reimburse the Municipality in accordance with the Municipally Owned Utility Policy of the Department approved by the Board of Transportation.
 - E. If the Municipality requests the Department to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, the Municipality shall reimburse the Department all costs associated with said relocation. Reimbursement will be based on final project plans and actual costs of relocation. If a request is received from the Municipality, a separate Utility Agreement will be prepared to determine the reimbursement terms and an updated cost estimate.

CONSTRUCTION

7. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

MAINTENANCE

8. Upon completion of the Project:
 - A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
 - B. The improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.
9. The Municipality, at no expense to the Department, shall assume all maintenance responsibilities for the betterments and release the Department from all liability relating to such maintenance.

BETTERMENT COSTS AND FUNDING

10. The Municipality shall participate in the Betterment costs of the Project as follows:
 - A. In accordance with the *Pedestrian Policy Guidelines*, the Municipality shall reimburse the Department twenty percent (20%), of the actual cost, including administrative costs, of the work associated with the construction of the pedestrian facilities. The Department shall participate in eighty percent (80%) of the actual cost of the pedestrian facilities for that portion of the project within the corporate limits, where new pedestrian facilities are to be installed. The estimated cost of the pedestrian facilities is \$18,354.00. The estimated cost to the Municipality is \$3,670.80. Both parties understand that this is an estimated cost and is subject to change.
 - B. Upon completion of the Project, the Department will invoice the Municipality for their share of the actual costs of the Betterments. Reimbursement to the Department shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS § 147-86.23.
 - C. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said

Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement

ADDITIONAL PROVISIONS

11. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
12. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
13. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
14. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
15. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
16. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
17. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: CITY OF HENDERSONVILLE

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ of the local governing body of the City of Hendersonville as attested to by the signature of Clerk of said governing body on _____ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

BY: _____ (FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:
City of Hendersonville

DEPARTMENT OF TRANSPORTATION

BY: _____ (CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lee Smith

Department: Utilities

Date Submitted: 4/24/2018

Presenter: Lee Smith

Date of Council Meeting to consider this item: 5/3/2018

Nature of Item: Council Action

Summary of Information/Request:

Item # 051

On April 18, 2018 informal bids were received for the Emergency Chlorine Scrubber Design and Construction Services Project. The project consists of the design and installation of an emergency chlorine gas scrubber at the City of Hendersonville Water Treatment Facility. Three informal bids were received with the following results:

PureAir Filtration - \$180,191.00
Harper Corporation - \$269,000.00
Purafil, Inc. - \$355,000.00

City staff has reviewed each bid for completeness and accuracy and as a result, City staff hereby recommends the award of said project to PureAir Filtration, the lowest responsive and responsible bidder. City staff intends to refine the scope of the project before entering into a contract with the selected bidder. Scope revisions will be minor in nature, within the capital project's budget and well below the next bidder. Please let me know if you have any questions or require additional information regarding this project.

Budget Impact: \$ TBD 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.*

I move to authorize the City Manager to execute the contract for the design and construction of the emergency chlorine gas scrubber with PureAir Filtration at the City's Water Treatment Facility, once City staff is satisfied with refined scope; while remaining below the next bidder's bid and within the capital project budget; as presented and recommended by staff.

Attachments:

PureAir Filtration's bid



6050 PEACHTREE PKWY, SUITE 240-187 NORCROSS, GA 30092
Ph: 678-935-1431, Fax: 678-935-0648

To: Adam Steurer
Date: April 17, 2018
Project: Design and Construction Services E.C.G.S.
Owner: City of Hendersonville, NC
Bid Date: April 18, 2018

Adam,

Please find the following illustration of our proposed layout on this project. You will note that we have a rectangular unit shown instead of a round unit. This rectangular unit fits the foot print of the proposed emergency gas scrubber location better.

We are showing the control panel mounted on the "existing storage building" where the 460V power is available. The electrician will connect the control panel to the 25 HP motor on our blower, to the low voltage exhaust sensor, and to the chlorine sensor control panel.

The duct for the rooms will require only a 6" dia. penetration in the chlorination room and a 16" dia. penetration in the chlorine storage room.

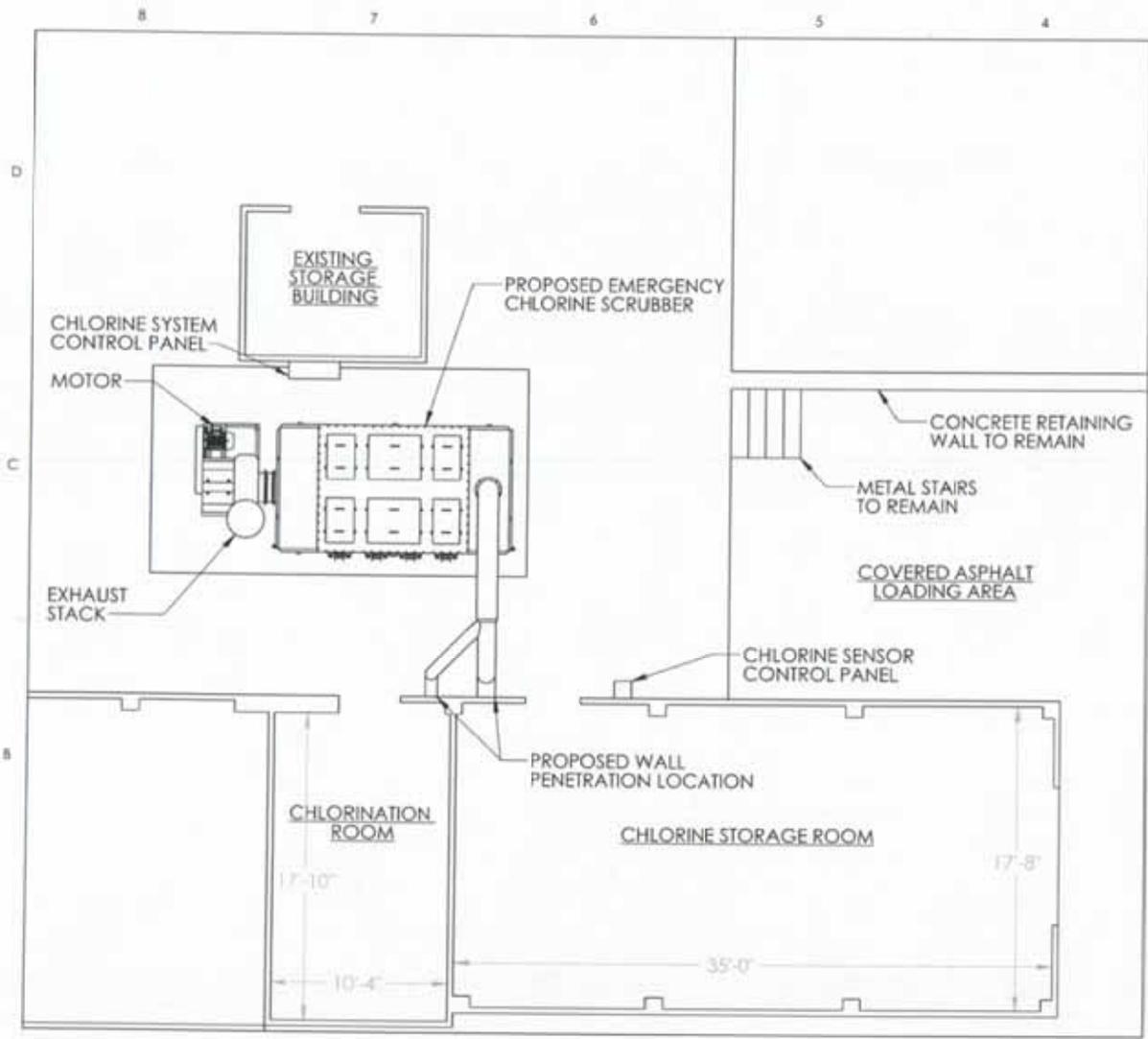
We will utilize the reverse flow of the current fan vent in the chlorination room. The existing fan will be replaced with louvered intake.

Some additional items that will be done during the installation of the EGS.

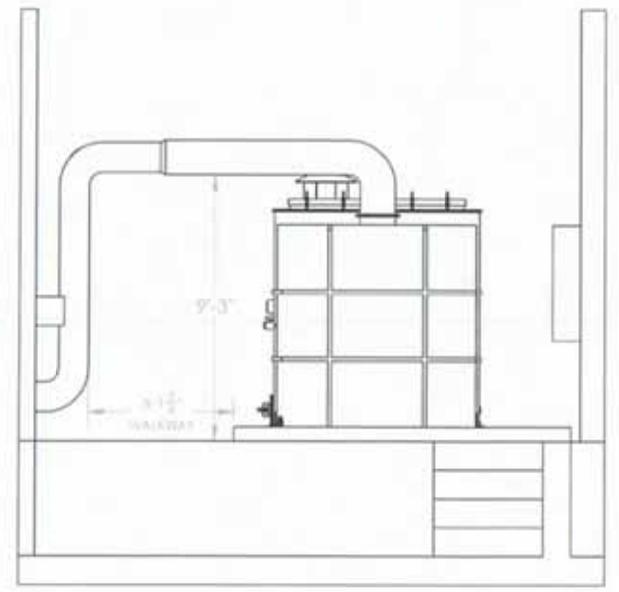
- Pour new concrete pad over existing surface.
- Unloading and placing the unit.
- Anchor bolt installation.
- Assembly of the unit-bolting blower assembly to main unit
- Loading of the adsorbent media.
- Installing duct.
- Finishing off wall penetrations utilizing screen at the intakes.

Please let us know if you have any questions concerning our proposal to the City of Hendersonville.

Thanks,
Rick LeShane
Territory Sales Manager
Pure Air Filtration
678-935-1431 x 229
229-221-8144 (mobile)



PLAN VIEW



DETAIL SIDE VIEW

NOTES:

- SYSTEM AIRFLOW: 2,200 CFM
- CONCRETE PAD DIMENSION : 12' X 22'
- CHLORINE SENSOR LOCATED IN EXHAUST STACK

UNLESS OTHERWISE SPECIFIED:
 DIMENSIONS ARE IN INCHES
 TOLERANCES:
 FRACTIONALS 1/8"
 ANG. MACH 1/2" RND X 1/2"
 TWO PLACE DECIMAL ± .02
 THREE PLACE DECIMAL ± .005

INTERPRET GEOMETRIC TOLERANCING PER ASME Y14.5

FINISH DO NOT SCALE DRAWING

DATE: 3/13/2018
 NAME: AML
 DRAWN: AML
 CHECKED: ENG APPR
 Q.A. PROPRIETARY AND CONFIDENTIAL
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF PUREAIR FILTRATION, AND REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF PUREAIR FILTRATION IS PROHIBITED.

PureAir Filtration

TITLE:

SIZE: DWG. NO. **B** Henderson EGS System Assembly
 SCALE: 1:64 WEIGHT: SHEET 1 OF 2

REV: **1**



6050 PEACHTREE PKWY, SUITE 240-187 NORCROSS, GA 30092
Ph: 678-935-1431, Fax: 678-935-0648

To: Adam Steurer
Date: April 17, 2018
Project: Design and Construction Services E.C.G.S.
Owner: City of Hendersonville, NC
Addenda Level: 2
Bid Date: April 18, 2018

Quote#: 181704RL

PUREAIR FILTRATION is pleased to offer this Proposal and Pricing for your review. The PureAir dry media emergency gas scrubber will meet all performance requirements with no deviation. Orders/Contracts/Terms for purchase of these materials are subject to the attached standard terms and conditions.

Scope of Work for Section Hendersonville Chlorine Gas Treatment Scrubber

One (1) deep bed dry Chlorine Emergency Gas Scrubbing System designed to neutralize the entire contents of one (1) overfilled one-ton container of chlorine with a discharge level not to exceed 5 ppb. Each system will consist of the following, unless stated otherwise.

- 1) Installation of FRP horizontal flow scrubbing vessel with top access hatches, sample ports and inlet and outlet openings. Scrubbing vessel is designed to meet all the performance requirements per Hendersonville Emergency Chlorine Gas Treatment Specification.
- 2) One full charge (22,000 lbs.) of chlorine adsorbing dry media containing no carbon delivered in sling bags.
- 3) One (1) centrifugal type FRP blower with backward curving blades, vibration isolation springs and seals. Motor and shaft guards shall be provided. The unit will have a 3 phase, 60 Hz, 480 V, high efficiency TEFC, 1800 rpm motor. Blower will have an exhaust stack and cap with chlorine sensor mount.
- 4) One (1) exhaust stack chlorine sensor with controls as specified.
- 5) One (1) Magnehelic differential pressure gage to measure the pressure drop across the media bed.
- 6) One (1) NEMA 4X stainless steel enclosure control panel as specified in section 2-8.
- 7) Pour new concrete pad on existing surface including rubber pad between vessel and concrete.
- 8) Expansion anchors as specified.
- 9) Provide and install inputs/outputs on scrubber panel and wiring, conduit from scrubber panel to existing alarm panel and electrical supply wiring, conduit and circuit breaker to scrubber.
- 10) Ductwork and flexible connector between the vessel and blower inlet. Ductwork between vessel chlorination room and chlorine storage building included.
- 11) Testing and training of plant personnel on the operation and maintenance of the equipment as required.

Prices are firm if Proposal accepted within 90-days from proposal date. Invoices are payable within 30-days from Invoice date. The attached Terms and Conditions become a part of this offer to sell.

Not Included:

Room gas sensors
Ladder & Handrail

Terms: See also attached standard terms and conditions
Submittals to be completed in 2-4 weeks upon receipt of purchase order
Delivery will occur **8-12** weeks after written release from Purchaser.
Freight: FOB Destination
Taxes: *Not included*

Contact: Rick LeShane Pure Air Filtration

T:678-935-1431

STANDARD TERMS AND CONDITIONS

The following Terms and Conditions are an integral part of PureAir Filtration attached offer to sell equipment or services stated in this Proposal.

A. **SHIPMENT:** Subject to submittal approval. Estimated shipment is 8-12 weeks dependent on equipment or services provided. PureAir Filtration is not responsible for delay in shipment or delivery of any kind beyond our control. If fabrication of the equipment is delayed to the customer schedule material cost may increase.

B. **TERMS:** The prices quoted by PureAir Filtration are USD and subject to the following payment terms:

1. Payment: Net 20% on submittal approval, 75% net 30, 5% maximum retainage. Net amount due in thirty (30) days after date of each invoice on all orders. Purchaser's payment of invoices shall not be contingent or dependent upon prior receipt of any payment to Purchaser from third parties.
2. PureAir will ship the vessel and the blower after submittal approval and invoice shortly thereafter. Once the invoice has been paid in full.
3. Any invoice unpaid after 30 days from invoice date will be subject to interest charges of 2% per month, compounded.
4. 5% Maximum Retainer is Allowed per the Terms and Conditions of this offer to sell.
5. Lien laws and Bonding Company requirements are such that PureAir Filtration must file claim with City, Bonding Company and Engineer within 60 days from date of invoice on unpaid accounts in order to protect reserve of amounts to cover supplier's unpaid invoice. This is in no way reflective of Contractor's ability to pay. It is only a required action dictated by State lien Laws and Bonding Companies. Therefore, PureAir Filtration claim forms will be filed with the City, Bonding Company and Engineer 10 days before any account receivable becomes 60 days old.
6. Equipment cannot be returned and an order, once accepted and approved, cannot be canceled, without prior written consent. In case of cancellation, Buyer agrees to reimburse PureAir Filtration for all costs incurred plus a mark-up of 20% for overhead expenses.

C. **TAXES:** We do not include in this Quotation any Federal, State or Municipal Sales, Use or Gross Income Tax which may be chargeable against the equipment offered. Any such tax which the Seller shall be liable for the payment or collection of shall be paid by the Buyer, although not specifically set out as an item in this Proposal.

D. **PENALTIES:** There are no penalties or liquidated damages assessed except as may be specifically provided for in this Proposal.

E. **CLAIMS FOR LOSS OR DAMAGE IN TRANSIT:** Since material is sold "FOB Destination", freight allowed to destination", the responsibility for filing claims for loss or damage in transit is the Buyers. We will assist and cooperate with the Buyer in handling such problems.

F. **WARRANTY & SERVICE:** PureAir Filtration warranties on equipment are limited to the warranty provided to the Purchaser of the specific equipment contained in this Proposal. Start-up or operation of equipment containing electrical or electronic components by unauthorized persons and damage resulting from unauthorized operation will be sufficient grounds to void all warranties on that equipment unless it has been previously checked out and operated by qualified personnel of the manufacturer or their representatives. If such failure is attributable to defects in the material furnished and found to have existed at the time of delivery, the Seller's liability shall be limited to furnishing necessary replacement material or parts. PureAir Filtration assumes no liability under any conditions for installation, labor, or materials associated with the installation of Seller's materials, unless installation is an integral part of this Proposal and are supplied by PureAir Filtration. This Proposal is for equipment only, and unless stipulated otherwise, does not include field service of any kind. Service will be charged at a rate of \$420.00 per day, plus travel and living expenses. Two weeks minimum advance notice in writing for start-up service is required. Start-up or supervision service will not be provided by PureAir Filtration on equipment covered by this Proposal if payment for equipment is not current, per item B(1) of these Terms and Conditions.

G. **ACCEPTANCE OF THE PROPOSAL:** This proposal is subject to Buyer's offer to purchase and to the subsequent acceptance of an Officer of PureAir Filtration. Thereupon it will become the entire Agreement between Buyer and the Seller notwithstanding any previous communications or negotiations, whether oral or written. There are no covenants, agreements, inducements, guarantees, warranties, additions or considerations other than as set out specifically in this Proposal. The parties intend to be legally bound by this Agreement and to be governed by Georgia law upon the execution of this

instrument as a contract. In the event the Buyer issues his own purchase order or prepares a contract based on this Proposal, the Terms and Conditions of this Proposal shall be deemed to be incorporated in the said purchase order or contract unless exception is specifically taken.

H. **SPECIAL CONDITIONS:** No back charges or delay in payment of equipment shipped or services performed will be accepted by PureAir Filtration unless authorized in advance and confirmed in writing by PureAir Filtration. We wish to assure you that PureAir Filtration will do its utmost to meet your required delivery dates; however, we cannot be held responsible for delays and shortages of material caused by conditions beyond our control.

PROPOSAL

PROPOSAL FORM
FOR DESIGN AND CONSTRUCTION SERVICES
EMERGENCY CHLORINE SCRUBBER

This Bid is submitted to the City of Hendersonville, Henderson County, North Carolina.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the lump sum price and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

In submitting this Bid, Bidder represents that:

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>3/5/18</u>
<u>2</u>	<u>3/8/18</u>
<u> </u>	<u> </u>

Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

Bidder has carefully studied all Technical Data and Specifications.

SUMMARY SHEET

EMERGENCY CHLORINE SCRUBBER DESIGN AND
CONSTRUCTION SERVICES PROJECT

Contractor: Pure Air Filtration

Address: 6050 Peachtree Pkwy, Norcross, Ga. 30092

Phone No. 678-935-1431

Fax No. 678-935-0648

E-Mail: rleshane@pureairfiltration.com

*Authorized Signature:



Total Bid Proposal:

\$ 180,191.00

Total Bid Proposal in Words:

one hundred eighty thousand one hundred ninety-one
dollars and zero cents

Completion Time _____ 150 _____
(Consecutive Calendar Days)

*If Joint Venture All Participants Must Sign

Agreement Form must also be signed.

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE, THE UNDERSIGNED,

Pure Air Filtration, LLC as **Principal**, and ^{Developers Surety and Indemnity Company} as **Surety**,
are hereby held and firmly bound unto the **City of Hendersonville** in the penal sum of 5% of Bid
for the payment of which, well and truly to be made, were hereby jointly and severally bind
ourselves, successors and assigns.

Signed, this 18th day of April, 2018.

The condition of the above obligation is such that whereas the Principal has submitted to the City
a certain **BID**, attached hereto and hereby made a part hereof to enter into a contract in writing
for the project entitled: **EMERGENCY CHLORINE SCRUBBER DESIGN AND
CONSTRUCTION SERVICES**, Project/Invitation No. 5580852, Hendersonville, NC.

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract
in the Form of Contract attached hereto (properly completed in accordance with
said BID) and shall furnish a BOND for his faithful performance of said Contract,
and for the payment of all persons performing labor or furnishing materials in
connection therewith, and shall in all other respects perform the agreement created
by the acceptance of said BID, then this obligation shall be void, otherwise the
same shall remain in force and effect; it being expressly understood and agreed that
the liability of the Surety for any and all claims hereunder shall, in no event, exceed
the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of
said Surety and its BOND shall be in no way impaired or affected by any extension
of the time within which the CITY may accept such BID; and said Surety does
hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Pure Air Filtration, LLC

Principal

By: 

Developers Surety and Indemnity Company

Surety

By: 

A.M. DiGeronimo, Attorney-In-Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Admin

Date Submitted: 04/18/18

Presenter: Brian Pahle

Date of Council Meeting to consider this item: 05/03/18

Nature of Item: Council Action

Summary of Information/Request:

Item # 05m

Bid award for managed IT services for the City of Hendersonville.

The Technology Committee met and prepared an informal request for proposals for managed IT services. The Purchasing Policy and NC General Statutes exempt IT services from the bid requirements. However, the Committee found it prudent to perform an RFP to gauge cost and quality of services available to the City. There were two respondents to the RFP. After reviewing the RFPs and discussing with the selection sub-committee and full Technology Committee it is recommended that the City award the bid to VC3. Staff has negotiated a 60-month contract with VC3 and is presented that for City Council's review and decision.

[The Contract will be provided before the meeting.]

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

Already included in budget for FY17-18 and FY18-19.

Suggested Motion:

I move to authorize the City Manager to award and execute the contract for the management of the City's IT services with VC3 in the amount of \$ _____; as presented and recommended by staff.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Murr

Department: Admin

Date Submitted: 04/25/2018

Presenter: Adam Murr

Date of Council Meeting to consider this item: 05/03/2018

Nature of Item: Council Action

Summary of Information/Request:

Item # 05n

Approval of Special Appropriations Full Funding List

Per the City's Special Appropriations Policy, each year prior to budget adoption the City Council may adopt a full funding list for special appropriations that will not be considered in their budget workshop discussions. The City Manager has a recommended list to go before the City Council, below. These appropriations are not approved with this action, that approval happens with the budget ordinance adoption in June. This is just to exempt certain requests from the adjustments made in the Budget Workshop. Please see the Special Appropriations Policy, attached, for reference.

The following are recommended to be considered for the full funding list:

Henderson County Economic Investment Fund: \$50,000	Fund 60
Henderson County Partnership for Economic Development: \$15,000	Fund 10
Henderson County Planning Department: \$145,447	Fund 10
Henderson County Rescue Squad: \$10,000	Fund 60
IAM - Leak Repair Program: \$0	Fund 60
Merchant's and Business Association: \$2,500	Fund 10
Mills River Partnership: \$70,000	Fund 60

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

Suggested Motion:

I move to approve the full funding list as presented.

Attachments:

See below...

	CITY OF HENDERSONVILLE	Policy Number:	
		Adopted by Resolution Number:	
Policy Name:	Special Appropriations Policy	Date Adopted by City Council:	May 5 th , 2016

SECTION 1. Special Appropriations Overview

A special appropriation is an allocation of funding to a specific outside agency. An agency may request for funding with the City each year during the budget process. City Council approves special appropriations based on applications submitted. This application provides general and specific information regarding the agency requesting funds and the purpose for how the funds will be used.

SECTION 2. Purpose

The purpose of the City’s Special Appropriations Policy is to provide legal references and a general framework for the effective, efficient, and equitable distribution of City funds to outside agencies in the most financially prudent manner as possible while minimizing risk.

SECTION 3. Legal Considerations

The North Carolina Constitution and General Statutes provide the legal framework under which local governments operate.

- 3.1 The three key legal limitations to the expenditures of public funds are (1) the expenditure be for a public purpose, (2) the activity supported be one in which the local government has the statutory authority to engage, and (3) the expenditure not be inconsistent with the laws or the constitution of the state or federal government.
- 3.2 The courts have used two guiding principles in determining whether a particular activity is for a public purpose: (1) whether it involves “a reasonable connection with the convenience and necessity of the [local government]”, and (2) whether it “benefits the public generally, as opposed to special interests or persons.”
- 3.3 A local government may contract with faith-based organizations as long as the contract (1) has a secular purpose, (2) has a primary effect of neither advancing nor inhibiting religion, and (3) does not create an excessive entanglement between the government and religion.

	CITY OF HENDERSONVILLE	Policy Number:	
		Adopted by Resolution Number:	
Policy Name:	Special Appropriations Policy	Date Adopted by City Council:	May 5 th , 2016

SECTION 4. Guidelines

The City will abide by the following guidelines in the annual selection and disbursement of special appropriations.

- 4.1 The City Budget Officer shall be responsible for organizing, collecting, and submitting requests for special appropriations to the City Council for their approval in the City's budget process.
- 4.2 The date that special appropriation requests are due shall be published in the City's Budget Calendar each fiscal year at least 30 days prior to the due date.
- 4.3 During the process certain requests may be deemed necessary and shall be assigned to the "Full Funding List" by City Council any time prior to the adoption of the annual Budget Ordinance. Requests assigned to the Full Funding List will require a unanimous vote from the City Council each fiscal year. The "Full Funding List" does not guarantee the request will be approved and still must be adopted as part of the City's annual Budget Ordinance.
- 4.4 All requests not assigned to the Full Funding List shall be discussed at a normal Budget Workshop of the City Council. In addition to discussion, the City Council shall recommend appropriation levels for each request. The City Budget Officer shall provide a recommended total funding level for all requests not on the Full Funding List.
 - 4.4(a) The City Budget Officer will, to the best of his/her ability, identify and notify City Council of any requests that may violate the North Carolina Constitution and/or General Statutes.
- 4.5 Final approval of funding for special appropriations shall be made in the annual Budget Ordinance.
 - 4.5(a) Any request for funding outside of the normal special appropriations process may be heard at the City Council's discretion.
- 4.6 After funding has been approved the requesting agency shall agree to and sign a Special Appropriations Funding Agreement (attached, APPENDIX A) with the City of Hendersonville before any funds will be appropriated.

	CITY OF HENDERSONVILLE	Policy Number:	
		Adopted by Resolution Number:	
Policy Name:	Special Appropriations Policy	Date Adopted by City Council:	May 5 th , 2016

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this fifth day of May, 2016.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk

APPENDIX A

SPECIAL APPROPRIATIONS FUNDING AGREEMENT

NORTH CAROLINA

CITY OF HENDERSONVILLE

This Agreement made and entered into the 1st day of July, [YEAR] by and between the City of Hendersonville, North Carolina, hereinafter referred to as the "CITY", and the [ORGANIZATION NAME], hereinafter referred to as the "AGENCY."

WHEREAS, the CITY has requested services from the AGENCY to carry out its programs and activities; and

WHEREAS, the CITY, through its City Council, has appropriated the sum of [DOLLAR AMOUNT] in funding for the fiscal year ending June 30, [YEAR] to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the CITY set out herein are necessary to insure accountability for the expenditure of public funds by the CITY,

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the CITY in a manner and for the purposes specified in their Application, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the CITY agrees to pay the AGENCY up to the amount of money authorized in the CITY budget for the fiscal year. Payment of such amount shall be made in a manner determined by the CITY.
3. If the AGENCY violates any of the provisions of this Agreement, the CITY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the CITY, shall be the property of and be returned to (or remain with) the CITY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the CITY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.
7. Upon request of the CITY the AGENCY shall submit to the CITY a status report of all program activities including a summary of the accomplishment of stated goals and objectives.
8. Upon request of the CITY the AGENCY shall provide an accounting of CITY funds to the CITY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the CITY within 30 days of the request. Further, the CITY shall be entitled to audit the AGENCY's expenditure of CITY funds at the CITY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the CITY within thirty (30) days of the CITY's request for said funds.
9. The CITY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet
Date Submitted: 4/12/2018
Date of Council Meeting to consider this item: 5/3/2018
Nature of Item: Presentation Only

Department: Administration
Presenter: John Connet

Summary of Information/Request:

Item # 06a

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

Jorja being the City Receptionist is dealing with the public all day on the phone or in person. She does her job with a fantastic attitude and a smile, even on her worst days she puts the public first. Jorja takes the time to listen to people to find out exactly what they are needing. If it is something the City can not help them with she goes above and beyond to get them to the proper person. She cares about her job and also her co-workers and goes above and beyond every day in her job.

After working a busy 24 hour Shift, Capt. Josh Poore, Eng. Terry Martin, FF Jeremy Wallin and FF Tanner McCrain volunteered to assist Mrs. Vera Hendrix (widow of Fire Chief F.C. Hendrix). With failing health, she would be moving into an assisted living facility. These Firefighters, on their own time, loaded up trucks with her belongings and moved them into her room at the facility. They then stayed to re-arrange furniture and make up her bed so she would feel at home on her arrival.

Fire Engineer Billy Ray Praytor demonstrated excellence customer service while on a incident assisting a stranded motorist. The elderly gentlemen was having car problems. Realizing the motorist had run out of gas, Engineer Praytor walked to the gas station and purchased a gas can and gas. Once the vehicle was running, Engineer Praytor provided further assistance by purchasing an additional amount of gas so the gentleman could go pick up his daughter across town. All this with his own money.

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

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

NA

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet
Date Submitted: 4/18/2018
Date of Council Meeting to consider this item: 5/3/2018
Nature of Item: Presentation Only

Department: Administration
Presenter: John Connet

Summary of Information/Request:

Item # 06b

This past February, the City introducing a new program for employees who want to step forward in understanding the workings of city government. The goal of the City of Hendersonville Academy (COHA) was to provide participants with a greater comprehension of City operations, services, programs, and monies to enhance their job performance and worth.

The sessions topics were:

January 30 – Local government/ City organization (John Connet)

February 13 – Budget (Brian Pahle)

February 27 – Safety and Risk Management (Jonathan Borntreger, Blue Ridge Safety, and Amy Whisnant, NCLM)

March 13 – Insurance (Mark Browder of Mark III)

March 27 – Local economy and growth (Brittany Brady, Partners for Economic Development, and Kathy Watkins, Preferred Realty)

April 10 – Departments' Organization/Wrap Up (John Connet)

Fourteen employees participated.

Public Works - Chad Bell, AJ Bonham, Ross Henderson, Tammy Ledford, Terry Smith, Patrick Warren

Water & Sewer - Dwayne Jones, Ricky Levi

Finance - Tammy Holland, Krystal Powell

Police - Bruce Darrah, Kyle Thiel

Fire - Thomas Kleppe, Pam Ludwig, Christian Miller

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

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

NA

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Buchanan

Department: Finance

Date Submitted: 03/22/2018

Presenter: John Buchanan

Date of Council Meeting to consider this item: 4/5/2018

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 06c

Tammy Holland, Revenue Supervisor and Krystal Powell, Accounting Supervisor have both completed the North Carolina Finance Officers Association (NCGFOA) Certification Program. They were awarded their certificates at the annual NCGFOA Spring Conference last month. To earn their certificates they had meet the standards of certification and complete 4 exams covering governmental accounting, budgeting, investments, financial management and cash management.

The NCGFOA promotes improvement in governmental finance and encourages members to follow the standards that are developed and recommended by the Governmental Finance Association (GFOA) of the United States, Governmental Accounting Standard Board (GASB), Department of the State Treasurer, and other recognized authorities in the field of municipal administration.

We would like to recognize and congratulate Krystal and Tammy for their accomplishment.

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:



2018 Active Certified Local Government Finance Officers

CITIES, TOWNS & VILLAGES

Jennifer Alford, City of Raleigh
Deborah M. Alston, City of Greensboro
Nagesh Annambhotla, City of Greensboro
Elizabeth B. Beam, City of Shelby
Kim Blankenburg, Town of Nags Head
Mary Jo Bopp, Town of China Grove
Kimberly O. Branch, Town of Cary
Karen H. Brashear, City of Goldsboro
John Buchanan, City of Hendersonville
Amanda J. Cartrette, City of Archdale
Crystal Certain, City of Kings Mountain
Sheron Kimmer Church, Town of Lewisville
JoAnne Crabtree, Town of Garner
Amy Davis, Town of Boone
Carl Deckard, City of Durham
Kyra M. Doster, Town of Franklin
Marlene Druga, City of Greensboro
Tara Lea Eatman, Town of Wilson's Mills
James R. Fatland, City of Brevard
Angie S. Fisher, City of Winston-Salem
Bobby Fitzjohn, City of Greensboro
A. Jerome Fletcher II, City of Greensboro
Heather Forrest, City of High Point
John G. Frye, Village of Pinehurst
Samuel Wade Furches III, City of Salisbury
Crystal J. Gabric, Town of Southern Pines
Terra Greene, City of Lexington
Ashley Grindstaff, City of High Point
Heather N. Boulden Gurganus, City of Rocky Mount
Misty Hagood, Town of Elon
Wendi Heglar, City of Kannapolis
Pam Hinson, City of Concord
Susan Currin Hiscocks, Town of Butler
Jim Holfield, City of Greensboro
Tammy Holland, City of Hendersonville
Dana Hood, City of Concord
Jackie Howard Huffman, City of Cornelius
Ronald Ingram, City of Newton
Gregory L. Jenkins II, Town of Cary
Lisa Diane Jenkins, City of Bessemer City
Roberta K. Johnson, City of Greensboro
Kimberly N. Kenny, Town of Knightdale
Jewel A. Lasater, Town of Morehead City
Kelly Latham, City of High Point
Richard Lusk, City of Greensboro
Jennifer R. Maready, City of Wilmington
Karen Elizabeth McCall, City of Concord
Melissa Miller, City of Hickory
Rodney Miller, City of Hickory
Karen A. Mills, Town of Cary
Linda L. Modlin, Town of Nashville
Carla Morgan, Town of Fuquay-Varina
Alan Antwan Morrison, Town of Wake Forest
Lori J. Nurse, City of Archdale
Susan O'Brien, City of King
Cathy G. Payne, Town of Cleveland
Brenda J. Powell, City of Fayetteville
Krystal Powell, City of Hendersonville
Matt Rauschenbach, City of Washington

Kristin Roe, City of Concord
Laura Rotchford, Town of Emerald Isle
Michael Rupp, City of Locust
Sara Rupp, City of Greensboro
Lisa M. Saunders, City of Winston-Salem
Julie Scherer, City of Marion
Russell L. Scherer, City of Morganton
Vickie Schlichting, City of Conover
Bonnie Schwerdt, Town of Sunset Beach
Susan Shuster, Village of Whispering Pines
Christina N. Smith, City of Greensboro
Steven R. Smith, Town of Beech Mountain
Susan C. Smith, City of Greensboro
Teresa T. Smith, City of Charlotte
Kristen Stafford, City of Clinton
Amanda M. Stanley, City of Hickory
Amy Stevens, Town of Rolesville
Lisa Strickland, City of Monroe
Ann F. Sutton, Town of Waxhaw
Margaret Theis, Town of River Bend
Alisha Thompson, City of Lumberton
Lee W. Tillman, City of Havelock
Robert A. Urness, Town of Wilkesboro
Sammy Vestal, Greensboro Housing Authority
Patricia Taylor Wagner
Suzanne Tungate, City of Elizabeth City
Erica F. Walters, Town of Wrightsville Beach
Allen Weeks, City of Jacksonville
Bo Daniel Weichel, City of Hickory
Lisa White, Town of Waxhaw
Dewey Matthew Williard, City of Winston-Salem
Anita B. Wilson, City of Greensboro
Richard N. Woodcock, City of Charlotte
Martha A. Ziegler, City of Durham

COUNTIES & OTHERS

Richard Balmer, South Granville Water and Sewer Authority
Sarah Marion Bowen, Surry County
Katherine Brafford, Pender County
Aletta D. Brown, Craven County
Suzanne R. Burgess, Cabarrus County
Amy H. Cannon, Cumberland County
Melissa C. Cardinali, Cumberland County
Allen L. Coats, Harnett County
Miranda Cole, Forsyth County
Scott A. Cook, Lincoln County
Amy Davis, Onslow County
Sally O. DeFosse, Dare County
Pamela S. Dubois, Cabarrus County
Shelley B. Farris, Cabarrus County
Susan B. Fearrington, Cabarrus County
Michael S. Felts, Granville County
Gwendolyn S. French, Moore County
Tonya C. Frye, Gaston County
Paul Fulton, Forsyth County
Terri Goodman, Forsyth County
Timothy Greene, Avery County
Lori M. Hall, Macon County
Anthony Scott Helton, Caldwell County
Rhea Hollars, Madison County

Jennifer Herman, Alexander County
Sandra L. Hill, Currituck County
Elizabeth Tapp Hobbs, Scotland County
Jamie Holtzman, Warren County
Kimberly Adams Honeycutt, Harnett County
Lisa L. Hughes, Yadkin County
Stephanie Humphries, Camden County
Sandra J. Janssen, Onslow County
Jeanne Jarrett, Catawba County
Lisa A. Jenkins, Buncombe County
Karla Johnson, Craven County
Jane S. Kiker, Davidson County
Deborah C. Lands, Guilford County
Beverly Lowery Liles, Union County
William L. Massie, Randolph County
Kenneth Maynor, Catawba County
Barbara Dorsett McClure, New Hanover County
Vicki McConnell, Chatham County
Stephen Michael McNally, Granville County
David L. Miller, Guilford County
Melissa Moore-Freeman, Onslow County
Sandra Davis Mullis, Carteret County
Kevin Patterson, Scotland County
Mike Phelps, Forsyth County
Margaret M. Pierce, Watauga County
Avril M. Pinder, New Hanover County
Sandra L. Pittman, Hertford County
Lee H. Plunkett, Forsyth County
W. Scott Powell, Metro. Sewerage District of Buncombe County
Benjamin Craig Pratt, Surry County
Anita C. Raddcliffe, Beaufort County
Tyson B. Radford, Johnston County
Vicki Ramsey, Cape Fear Valley Health System
Brenda Christine Reece, Jones County
Deanna L. Rios, Lincoln County
Paula Roach, Rutherford County
Andrea E. Robinson, Union County
Jessica Roberts, Onslow County
Susan D. Roberts, Alamance County
Joy Sparks, Piedmont Triad Water Authority
Allison Speight, Wayne County
R. Mac Steagall, Jr., Richmond County
Kimberly Strickland, Durham County
Tina J. Strickland, Harnett County
Shirley Swanson, Burke County
Hope C. Tally, Chatham County
Ronda Denise Tatum, Forsyth County
Justin Michael Thacker, Rockingham County
Gloria M. Turowski, Forsyth County
Robin L. Vaughn, Moore Water and Sewer Authority
Gary Ward, Warren County Schools
Craig A. Warren, Craven County
Crystal H. Watson, Lincoln County
Mary Jane Westphal, N.C. Global TransPark Authority
Ren Everett Wiles, GoTriangle
Ann F. Wilson, Mecklenburg County
Michael Wilson, Water and Sewer Authority of Cabarrus County
Donna Boone Wood, Nash County
Caroline Ly Xiong, Moore County

PROCLAMATION

- Whereas, Parkinson's disease is a chronic, progressive neurological disease and is the second most common neurodegenerative disease in the United States; and
- Whereas, there is inadequate data on the incidence and prevalence of Parkinson's disease, but it is estimated to affect 1,000,000 people in the United States, and that number is expected to more than double by 2040; and
- Whereas, Parkinson's disease is the 14th leading cause of death in the United States according to the Centers for Disease Control and Prevention; and
- Whereas, there are millions of Americans who are caregivers, family members and friends greatly impacted by Parkinson's disease; and
- Whereas, it is estimated that the annual economic burden of Parkinson's disease is at least \$14. billion, and indirect costs to patients and family members total \$6.3 billion; and
- Whereas, research suggests the cause of Parkinson's disease is a combination of genetic and environmental factors, but the exact cause in most individuals is still unknown; and
- Whereas, there currently is no objective test, or biomarker, to diagnose Parkinson's disease; and
- Whereas, there is no known cure or drug to slow or halt the progression of the disease, and available treatments are limited in their ability to address patients' medical needs and remain effective over time; and
- Whereas, the symptoms of Parkinson's disease vary from person to person and can include tremors; slowness of movement and rigidity; gait and balance difficulty; speech and swallowing disturbances; cognitive impairment and dementia; mood disorders; and a variety of other non-motor symptoms; and
- Whereas, volunteers, researchers, caregivers and medical professionals are working to improve the quality of life of persons living with Parkinson's disease and their families; and
- Whereas, increased research, education and community support services are needed to find more effective treatments and to provide access to quality care to those living with the disease today.

NOW, THEREFORE, WE, THE CITY COUNCIL of the City of Hendersonville, do hereby proclaim May as

"Parkinson's Awareness Month"

in Hendersonville, NC.

Given under my hand in these free United States in the City of Hendersonville, NC, on this fifth day of May, twenty-eight, and to which I have caused the Seal of the City of to be affixed and have made this proclamation public.

Barbara G. Volk, Mayor



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 3-16-18

Presenter: Susan G. Frady, Development Asst Director

Date of Council Meeting to consider this item: 5-03-18

Nature of Item: Council Action

Summary of Information/Request:

Item # 07

The City has received an application from Joe D. King, to close an unnamed alley off of N. Grove Street. A map, survey and boundary description are included with this memorandum. There are no city utilities located within this alley.

The Council adopted a Resolution of Intent to close this unopened alley at their April 5, 2018, meeting. A copy of the Resolution of Intent was mailed to the adjoining property owners, notification of the proposed closing was posted on the property, and the Resolution of Intent and notice of the public hearing was advertised four times in the legal notice section of a local newspaper.

General Statute 160A-299 has procedures for permanently closing streets and alleys. Any person may be heard on the question of whether or not the closing would be detrimental to the public interest or the property rights of any individual. If it appears to the satisfaction of City Council after the hearing that closing this street is not contrary to the public interest, and that no individual owning property in the vicinity of the street portion or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to their property, the City Council may adopt an order closing this street portion.

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

Suggested Motion:

I move Council to adopt the Resolution of Intent for the closing of an unnamed alley as petitioned by Joe D. King.

Attachments:

Resolution of Intent
Order to Permanently Close
Map
Boundary Description

RESOLUTION OF INTENT

A resolution declaring the intention of the City of Hendersonville City Council to consider closing a portion of an unopened and unimproved Alley for an unnamed alley off of N. Grove Street located on PIN number 9568-89-6145

WHEREAS, NC General Statute (G.S.) 160A-299 authorizes the City Council to close public streets and alleys, and

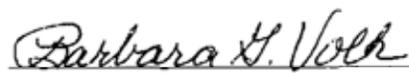
WHEREAS, Joe King, has petitioned the Council of the City of Hendersonville to close a portion of an unopened and unimproved alley off of N. Grove Street located on PIN number 9568-89-6145, and

WHEREAS, the City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of a portion of an unopened and unimproved alley off of N. Grove Street located on PIN number 9568-89-6145.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville:

1. A meeting will be held at 5:45 p.m. on the third day of May 2018, in the Council Chambers of City Hall to consider closing a portion of an unopened and unimproved alley off of N. Grove Street located on PIN number 9568-89-6145.
2. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks.
3. The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of the Resolution of Intent.
4. The City Clerk is further directed to cause adequate notices of the Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Adopted by the City Council at a meeting held on the fifth day of April 2018.


Barbara G. Volk, Mayor

ATTEST:


Tammie K. Drake, City Clerk

(Seal)

H:\Clerk\Resolutions\Res 18\180421_Resolution of Intent to close King.docx



**ORDER TO PERMANENTLY CLOSE A PORTION OF
An Unnamed Alley
(Petition by Joe D. King)**

NORTH CAROLINA
HENDERSON COUNTY

TO WHOM IT MAY CONCERN:

WHEREAS, North Carolina General Statute Section §160A-299 authorizes a city council to permanently close any street or public alley way within its corporate limits or area of extraterritorial jurisdiction and provides a procedure for the closing such streets or alleyways; and

WHEREAS, Joe D. King, has petitioned the City of Hendersonville to close an unnamed alley located off of N. Grove Street; and

WHEREAS, on the fifth day of April 2018, the Hendersonville City Council adopted a resolution expressing the intention of the municipality to close portions of these streets and setting the fifth day of April 2018, as the date of a public hearing regarding such closure; and

WHEREAS, the aforementioned resolution has been published once a week for four successive weeks prior to the public hearing in the Hendersonville Lightning (a newspaper of general and regular circulation in Hendersonville and Henderson County) and a copy thereof has been sent by certified mail to all owners of property adjoining the street as shown on the county tax records; and

WHEREAS, notice of the closings and of the public hearing has been posted in at least two places along the streets; and

WHEREAS, a public hearing was held in conformance with the aforementioned public notice on the third day of May 2018.

NOW, THEREFORE, the City Council of the City of Hendersonville does hereby make the following findings of fact:

1. The closing of the alley hereafter described are not contrary to the public interest.
2. No individual owning property in the vicinity of the alley or in the subdivision in which it is located would be deprived by the closing of such streets of reasonable means of ingress and egress to his property.

IN CONSIDERATION THEREOF, IT IS HEREBY ORDERED:

1. The following portions of streets are permanently closed and no longer existent as of the effective date of this order:

Being located in the County of Henderson, State of North Carolina and more particularly described as:

Beginning at a point being located South 07 degrees 45 minutes 24 seconds East, 73.45' from an NCDOT Right-of-Way monument in the westernmost corner of property currently owned by Joe David King and being a part of Deed Book 1588, Page 264 and running thence from said beginning point North 82 degrees 2 minutes 57 seconds East 145.92 feet to a point; thence North 8 degrees 5 minutes 46 seconds West 43.24 feet to a point on the margin of the Right-of-Way of Highway 64, Martin Luther King, Jr. Boulevard; thence along the margin of the Right-of-Way of Highway 64, Martin Luther King, Jr. Boulevard, South 56 degrees 0 minutes 39 seconds East 7.60 feet to a point on the margin of the Right-of-Way of Highway 64, Martin Luther King, Jr. Boulevard; thence along the margin of the Right-of-Way of Highway 64, Martin Luther King, Jr. Boulevard, South 77 degrees 16 minutes 3 seconds East 6.83 feet to a margin of the Right-of-Way of Highway 64, Martin Luther King, Jr. Boulevard; thence leaving said Right-of-Way and running South 7 degrees 59 minutes 8 seconds East 47.71 feet to a point; thence South 82 degrees 2 minutes 20 seconds West 157.92 feet to a point in the western line of the aforementioned Joe David King property; thence North 7 degrees 45 minutes 24 seconds West 11.99 feet to the point and place of beginning and being 0.05 acres more or less.

2. The City Clerk shall forthwith cause a certified copy of this order to be filed in the Office of the Register of Deeds of Henderson County.

This order shall take effect the third day of May, 2018.

Barbara G. Volk, Mayor, City of Hendersonville

ATTEST:

Tammie K. Drake, 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 G. Volk, in her capacity as Mayor of the City of Hendersonville, Tammie K. Drake, in her capacity as 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 _____.

My commission expires _____

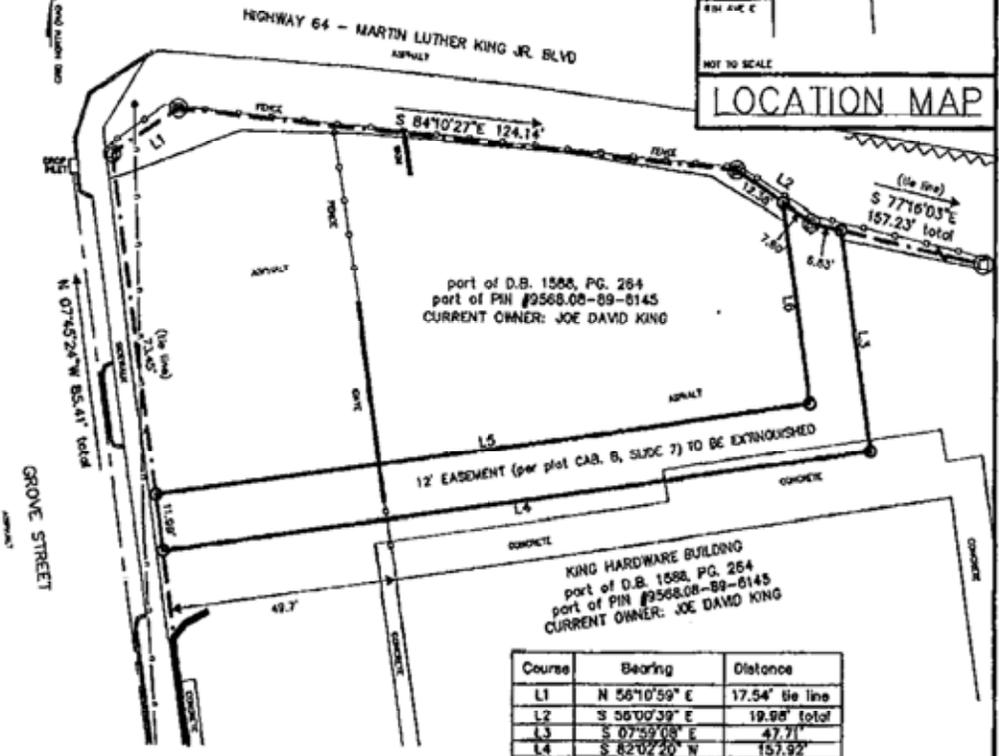
I, David C. Huntley, certify that this map was drawn under my supervision from an actual survey made under my supervision (see description recorded in D.B. 1588, PG. 264); that the boundaries not surveyed are indicated as drawn from information in "N/A"; that the ratio of precision or positional accuracy is 1:10,000; that this map meets the requirements of the Standards of Practice for Land Surveying in North Carolina (21 N.C.A.C. 36.1600) Date: 22nd day of January, A.D., 2018.

David C. Huntley
 David C. Huntley PLS L-3204 1-22-18

TOTAL AREA IN ALLEY CLOSURE: 0.05 AC.

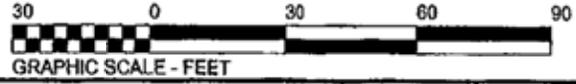


LOCATION MAP
 NOT TO SCALE



Course	Bearing	Distance
L1	N 56°10'59" E	17.54' tie line
L2	S 56°00'39" E	19.98' total
L3	S 07°59'08" E	47.71'
L4	S 82°02'20" W	157.92'
L5	N 82°02'57" E	145.92'
L6	N 08°05'46" W	43.24'

LEGEND
 ● CALCULATED POINT
 ⊕ NCDOT RIGHT-OF-WAY MONUMENT



NORTH CAROLINA PROFESSIONAL SEAL
 L-3204
 LAND SURVEYOR
 DAVID C. HUNTLEY
 D.C. HUNTLEY PLS L-3204
 C-1963

STATE OF NORTH CAROLINA
 HENDERSON COUNTY
 HENDERSONVILLE TOWNSHIP
 KING HARDWARE PROPERTY
 EASEMENT CLOSURE FOR
 JOE DAVID KING

DAVID C. HUNTLEY & ASSOCIATES, INC.
 675 MAPLE STREET
 HENDERSONVILLE, NC 28792
 (828) 693-8077
 SURVEY DCH
 DRAWN KMC
 SCALE 1" = 30 FT.
 DATE: 09/20/17
 DWG. NO. H-7076A

Beginning at a point, said point being located South 07 degrees 45 minutes 24 seconds East, 73.45' from an NCDOT Right-of-Way monument in the westernmost corner of property currently owned by Joe David King and being a part of Deed Book 1588, Page 264 and running thence from said beginning point North 82 degrees 2 minutes 57 seconds East 145.92 feet to a point; thence North 8 degrees 5 minutes 46 seconds West 43.24 feet to a point on the margin of the Right-of-Way of Highway 64, Martin Luther King, Jr. Boulevard; thence along the margin of the Right-of-Way of Highway 64, Martin Luther King, Jr. Boulevard, South 56 degrees 0 minutes 39 seconds East 7.60 feet to a point on the margin of the Right-of-Way of Highway 64, Martin Luther King, Jr. Boulevard; thence along the margin of the Right-of-Way of Highway 64, Martin Luther King Boulevard, South 77 degrees 16 minutes 3 seconds East 6.83 feet to a point on the margin of the Right-of-Way of Highway 64, Martin Luther King, Jr. Boulevard; thence leaving said Right-of-Way and running South 7 degrees 59 minutes 8 seconds East 47.71 feet to a point; thence South 82 degrees 2 minutes 20 seconds West 157.92 feet to a point in the western line of the aforementioned Joe David King property; thence North 7 degrees 45 minutes 24 seconds West 11.99 feet to the point and place of beginning and being 0.05 acres more or less.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 4/12/18

Presenter: Susan G. Frady, Development Asst Director

Date of Council Meeting to consider this item: 5/03/18

Nature of Item: Council Action

Summary of Information/Request:

Item # 08

Staff suggest an amendment to the zoning ordinance to allow multi-family dwellings in the C-2, Secondary Business District subject to special requirements. The special requirements include that the multi-family dwellings may only be allowed on the second floor of an existing building within the 7th Avenue Depot National Register Historic District with a minimum dwelling unit size of 400 square feet. A map of the area that is both within the 7th Avenue Historic District and is currently zoned C-2, Secondary Business District is provided on Page 9 of the memorandum.

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 memorandum.

Attachments:

Memorandum
Maps

MEMORANDUM

TO: Honorable Mayor and Council
FROM: Development Assistance Department
RE: Text Amendment of Section 5-7-1 Residential Dwellings – Multi-Family
FILE #: P-18-08-ZTA
DATE: May 3, 2018

PROJECT HISTORY

There are several buildings within the 7th Avenue Depot National Register Historic District that have second floors that were traditionally used as multi-family dwellings. The definition in Section 12-2 of the zoning ordinance for dwelling, multi-family is a building arranged to be occupied by three or more families living independently of each other. Many of these multi-family dwellings were boarding houses that were located in close proximity to the depot. As we work toward redevelopment of 7th Avenue and the highest and best use of the historic buildings, we would like to continue to allow multi-family dwellings on the second floor of these historic buildings.

The portion of Seventh Avenue from Grove Street to Maple Street has been rezoned to CMU, Central Mixed Use District except for one block on the north side that remains C-2, Secondary Business. Multi-family dwellings are permitted within the CMU District.

Staff suggest that residential dwellings, multi-family be permitted in the C-2, Secondary Business District subject to special requirements contained in Section 16-4. These special requirements include that the dwellings may only be located on the second floor of an existing building within the 7th Avenue Depot National Register Historic District with a minimum dwelling unit size of 400 square feet. Multi-family dwellings are currently permitted in the C-1, Central Business District subject to special conditions with no maximum density. A map of the area that is currently zoned C-2, Secondary Business and within the 7th Avenue Depot National Register Historic District where multi-family dwellings would be permitted is provided on Page 9.

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

Article IV Establishment of Districts Table 4-5

Add "dwellings, multi-family" as a permitted use subject to special requirements (SR) in the C-2 Secondary Business District.

Article V Zoning District Classifications Section 5-7 C-2 Secondary Business Zoning District Classification

5-7-1 Permitted Uses: The following uses are permitted by right in the C-2 Secondary Business 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
- Animal hospitals & clinics so long as the use contains no outdoor kennels
- Automobile car washes
- Automobile sales & service establishments
- Banks and other financial institutions
- Bed & breakfast facilities
- Business services
- 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 6,000 ft² of floor area
- Farm equipment sales & service
- Food pantries, subject to the special requirements contained in Section 16-4, below
- Funeral homes
- Golf driving ranges & par three golf courses
- Greenhouses & nurseries, commercial
- 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
- Neighborhood community centers
- 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
Recreational facilities, outdoors, commercial
Religious institutions
Repair services, miscellaneous
Residential care facilities
Residential dwellings, single-family
Residential dwellings, multi-family, subject to special requirements.
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
Service stations
Signs, subject to the provisions of Article XIII
Telecommunications antennas, subject to special requirements contained in Section 16-4, below
Theaters, indoor
Wholesale businesses

Article XVI Special Requirements For Certain Uses

Section 16-4 Standards. As stated herein, the following standards apply to the indicated use when such use is either a special use, a conditional use or a permitted use subject to special requirements. These standards are in addition to other applicable development standards contained in this ordinance.

Section 16-4 Standards is hereby renumbered as follows:

16-4-23-24 Residential Dwellings Multi-Family
16-4- ~~24~~ 25 Rest Homes
16-4- ~~25~~ 26 Restaurants
16-4- ~~25-27~~ Schools, Primary & Secondary
16-4- ~~27~~ 28 Shelter Facilities
16-4- ~~27829~~ Telecommunications Towers and Antennas

Section 16-4 Standards is hereby amended as follows:

16-4-24 Residential Dwellings Multi-Family.

- a) The property must be within the Seventh Avenue Depot National Register Historic District.
- b) Multi-family dwellings may only be permitted on the second floor.
- c) There shall be no maximum density other than the minimum dwelling size is 400 square feet.
- d) Multi- Family dwellings must be occupied by three or more families living independently of each other.

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.

PLANNING BOARD

The Planning Board reviewed this amendment on April 9th and unanimously recommended that City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance Section 4-5 Classification of Uses Table 4-5, Section 5-7-1 C-2 Permitted Uses and Article XVI Special Requirements for Certain Uses Section 16-4 Standards Pertaining to Residential Dwellings Multi Family. Additional standards have been added since the Planning Board review.

SUGGESTED MOTIONS

For Recommending Approval:

I move that City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance Section 4-5 Classification of Uses Table 4-5, Section 5-7-1 C-2 Permitted Uses and Article XVI (16) Special Requirements for Certain Uses Section 16-4 Standards Pertaining to Residential Dwellings Multi-Family.

For Recommending Approval With Modifications:

I move that City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance Section 4-5 Classification of Uses Table 4-5, Section 5-7-1 C-2 Permitted Uses and Article XVI (16) Special Requirements for Certain Uses Section 16-4 Standards Pertaining to Residential Dwellings Multi-Family with the following modifications.

[PLEASE STATE THE MODIFICATIONS AND YOUR REASONS]

For Recommending Denial:

I move the City Council not adopt an ordinance amending the City of Hendersonville Zoning Ordinance Section 4-5 Classification of Uses Table 4-5, Section 5-7-1 C-2 Permitted Uses and Article XVI (16) Special Requirements for Certain Uses Section 16-4 Standards Pertaining to Residential Dwellings Multi-Family

[PLEASE STATE YOUR REASONS]

**AN ORDINANCE AMENDING SECTION 4-5 CLASSIFICATION OF USES TABLE 4-5,
SECTION 5-7-1 C-2 PERMITTED USES AND ARTICLE XVI SPECIAL
REQUIREMENTS FOR CERTAIN USES SECTION 16-4 STANDARDS PERTAINING
TO RESIDENTIAL DWELLINGS MULTI-FAMILY.**

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 supports the 7th Avenue Municipal Service District, and

WHEREAS, the City of Hendersonville desires to amend those regulations with regards to off-street parking requirements.

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

1. Article IV Establishment of Districts Section 4-5 Classification of Uses Table 4-5 is hereby amended to include the following:

Add "residential dwellings multi-family" as a permitted use subject to special requirements (SR) in the C-2, Zoning District.

2. Article V Zoning District Classifications, Section 5-7-1 C-2 Secondary Business Permitted Uses is hereby amended to include the following use:

Residential dwellings multi-family.

3. Article XVI Special Requirements For Certain Uses Section 16-4 Standards is hereby renumbered as follows:

16-4-23-24 Residential Dwellings Multi-Family

16-4- ~~24~~ 25 Rest Homes

16-4- ~~25~~ 26 Restaurants

16-4- ~~25~~627 Schools, Primary & Secondary

16-4- 27 28 Shelter Facilities

16-4- ~~27829~~ Telecommunications Towers and Antennas

4. Article XVI Special Requirements For Certain Uses Section 16-4 Standards is hereby amended to include the following uses and special requirements:

Section 16-4 Standards is hereby amended as follows:

16-4-24 Residential Dwellings Multi-Family.

- a) The property must be within the Seventh Avenue Depot National Register Historic District.
 - b) Multi-family dwellings may only be permitted on the second floor.
 - c) There shall be no maximum density other than the minimum dwelling size is 400 square feet.
 - d) Multi- Family dwellings must be occupied by three or more families living independently of each other
5. Any person violating the provisions of this ordinance shall be subject to the penalties set forth in Section 9-8 of the Zoning Ordinance.
6. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.
7. 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.
8. 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.
9. This ordinance shall be in full force and effect from and after the date of its adoption

Adopted this _____ day of _____, 2018

Barbara Volk, Mayor

Attest:

Tammie K. Drake, CMC, City Clerk

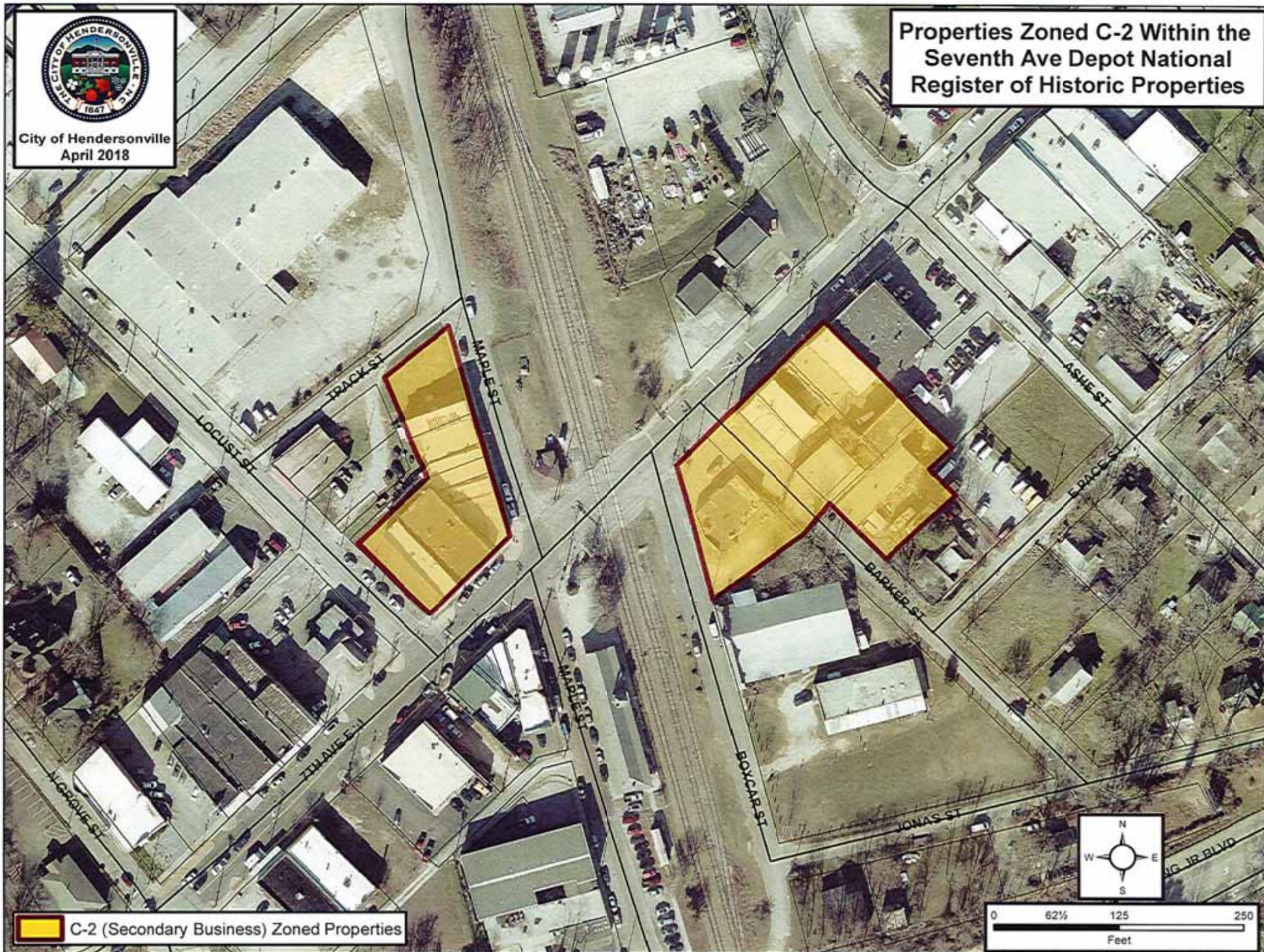
Approved as to form:

Samuel H. Fritschner, City Attorney

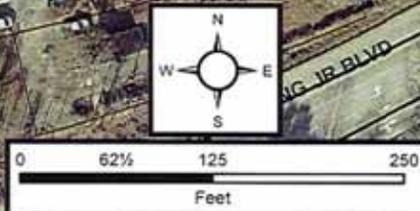


City of Hendersonville
April 2018

Properties Zoned C-2 Within the
Seventh Ave Depot National
Register of Historic Properties



 C-2 (Secondary Business) Zoned Properties





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Murr

Department: Admin

Date Submitted: 04/23/2018

Presenter: Autumn Radcliff

Date of Council Meeting to consider this item: 05/03/2018

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 09

Henderson County Planning executes public transit operations. Each year, the Henderson County Planning Department requests funds for public transit via the City's special appropriations process. The City of Hendersonville benefits from public transit operated through the Henderson County Planning office.

The Autumn Radcliff of the Henderson County Planning office will present an update on the public transit program- Apple Country Public Transit. This presentation details how the City contributes to Henderson County public transit, and how special appropriations funds have been/will be used.

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

Suggested Motion:

N/A

Attachments:

Apple Country Public Transit Update ppt.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Joseph Vindigni, Fire Chief

Department: Fire

Date Submitted: April 18, 2018

Presenter: Joseph Vindigni, Fire Chief

Date of Council Meeting to consider this item: May 3, 2018

Nature of Item: Council Action

Summary of Information/Request:

Item # 10

The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA (NFPA 1710 and/or NFPA 1720).

As part of the grant application process a letter of commitment is required from the governing board which states, "grants awarded under the Hiring of Firefighters Activity requires grantees to maintain their staffing levels and incur no lay-offs during the period of performance of the grant".

It further requires the letter to state, "In order to ensure that there is a clear understanding of the long-term obligations of a SAFER grant and that, if awarded, all parties involved are committed to fulfilling those requirements upon acceptance of the award".

The SAFER application period ended on April 27, 2018. Therefore this letter will be submitted as part of the application process to Catherine Patterson, Branch Chief - Assistance to Firefighters Grants Branch in early May 2018.

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

Suggested Motion:

I move to approve the attached letter of commitment for the Fire Chief to apply for a Staffing for Adequate Fire and Emergency Response Grant for Three Firefighters.

Attachments:

Letter of Commitment for SAFER Grant

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

CITY OF HENDERSONVILLE

The City of Four Seasons

OFFICE OF THE MAYOR
BARBARA G. VOLK

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

April 18, 2018

Catherine Patterson, Branch Chief
Assistance to Firefighters Grants Branch

Mrs. Patterson,

The City of Hendersonville Mayor, City Council and City Management are in support of the Fire Chief applying for a Staffing for Adequate Fire and Emergency Response Grant (SAFER). We have a clear understanding of the long-term obligations of the SAFER grant and if awarded we are committed to fulfilling those requirements upon acceptance. We are also committed to maintain the fire department's staffing levels and incur no lay-offs during the period of performance for the grant.

The matching funds are on a diminishing scale with the program expiring in three years. At the direction of the City Manager the Fire Chief will be applying for three Firefighter positions under the Hiring of Firefighters Activity option.

Position Cost Limit

The amount of federal funding provided to a recipient under the SAFER Hiring of Firefighters Activity for hiring a firefighter in any fiscal year may not exceed:

- in the first and second years of the grant, 75 percent of the usual annual cost of a first-year firefighter in that department at the time the grant application was submitted; and
- in the third year of the grant, 35 percent of the usual annual cost of a first-year firefighter in that department at the time the grant application was submitted.

"Usual annual costs" includes the base salary (exclusive of overtime) and standard benefits package (including the average health cost, dental, vision, FICA, life insurance, retirement/pension, etc.) offered by fire departments to first-year (i.e. entry-level) firefighters. The City will be responsible to pay for equipment, personal protective clothing, uniforms, etc. at an estimated cost of \$8,000 per firefighter.

Barbara Volk
Mayor, City of Hendersonville



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lew Holloway

Department: Downtown

Date Submitted: 4/24/2018

Presenter: John Connet/Lew Holloway

Date of Council Meeting to consider this item: 5/3/2018

Nature of Item: Council Action

Summary of Information/Request:

Item # 11

Requesting approval of purchase agreement for downtown commercial property for the installation of a public restroom facility and offices for the downtown economic development program.

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

This will impact the 2018 - 2019 budget and will be included therein. No impact to current year budget.

Suggested Motion:

I move that the City of Hendersonville enter into a purchase agreement with Hunting Creek Associates for the real property with improvements situated at 125 5th Avenue West and identified as Henderson County PIN 9568786564 for the price of \$475,000.

Attachments:

Purchase Contract, Exhibits & Appendices

Agreement to Buy and Sell Real Property

1. **PARTIES** This legally binding contract is entered into this ____ day of April 2018, between Seller: Hunting Creek Associates, LLC and Buyer: the City of Hendersonville, a North Carolina Municipality.
2. **PROPERTY TO BE SOLD** Subject to terms and conditions contained herein, Seller agrees to sell and Buyer agrees to buy the real property with improvements situated at 125 5TH AVE W and identified as Henderson County PIN 9568786564 as shown on the plat attached hereto as Exhibit A.
3. **PURCHASE PRICE** Subject to setoffs as set forth herein the purchase price of the real property is \$475,000.00 U.S.
4. **METHOD OF PAYMENT** Upon execution of this Agreement by both parties, the Buyer shall tender a refundable earnest money deposit in the amount of one thousand dollars to the Escrow Agent, Randolph Romeo Trust Account. The Buyer shall receive credit for the said deposit against the purchase price at the time of closing. The remainder of the purchase price shall be paid in cash at the time of closing.
5. **CLOSING COSTS**
 - A. Seller shall provide or pay for preparation of the General Warranty Deed, cost of deed stamps, and any costs necessary to provide a marketable title including recording of any satisfaction, property taxes to the date of closing and any other costs agreed herein.
 - B. Unless otherwise agreed herein, Buyer shall pay the costs of title examination, recording fees and, if applicable, any loan costs, inspection costs, the cost of any appraisal, and the preparation of other closing documents.
 - C. Notwithstanding the foregoing, there shall be deducted from the purchase price provided above an amount not to exceed \$10,000.00 to cover those items listed on Appendix A attached hereto and made a part hereof by this reference. Not later than 5 days before closing the Buyer shall provide to the Seller invoices for work done by one or more contractors or other professionals qualified to perform such work. In the event the Buyer elects not to proceed with the purchase the costs provided in this subparagraph (5)(C) shall remain the obligation of the Buyer.
6. **CLOSING DATE** The closing date shall be no later than 6 July 2018 at the office of the Seller's attorney, Randolph Romeo.
7. **PROPERTY CONDITION** The Buyer agrees to accept the property in "as is" condition, subject to acceptance of the results of the property inspection period defined in Paragraph 12 hereinbelow.
8. **PRORATIONS** Property taxes shall be apportioned as of the date of closing. Annual expenses shall be apportioned using 365 days. Monthly proration of expenses shall be apportioned by the number of days in the month of the closing. Prorations at closing shall be final.
9. **BROKERAGE** Seller and Buyer acknowledge that neither party has utilized the services of a real estate broker or brokerage company in this proposed transaction and shall indemnify each other against any such claims.

10. **ENTIRE AGREEMENT** This written instrument expresses the entire agreement and all promises, covenants and warranties between Buyer and Seller. It can only be changed by written Addendum or an entirely new contract agreed to and signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any representations not expressly stipulated herein.
11. **DEFAULT BY BUYER** The seller's sole remedy for default by the buyer shall be retention of the earnest money deposited herein.
12. **INSPECTION PERIOD** For a period of forty-five days from the execution of this Agreement ("the Inspection Period") by all parties, Seller grants Buyer and its agents the right to enter the property for conducting inspections such as soil tests, borings, engineering studies, environmental tests, appraisals, finance applications, feasibility studies or such other exploratory measures as Buyer deems prudent. If Buyer, in its sole discretion, determines that the property is unsuitable for these or any other reasons whatsoever, Buyer may terminate this Agreement. In such event, Buyer shall notify Seller in writing, receive an immediate refund of the initial deposit, and all contract obligations of each party shall cease to exist.
13. **PERSONS BOUND** The benefits and the obligations of this Agreement shall inure to bind heirs, assigns, successors, executors or administrators. Wherever used, singular shall include plural and use of any gender shall include all. This is a legally binding contract. Buyer and Seller should seek further legal assistance if all the contents are not understood.

IN WITNESS WHEREOF, this Agreement is duly executed by the parties.

BUYER:

CITY OF HENDERSONVILLE

John F. Connet, city manager

Date

SELLER:

HUNTING CREEK ASSOCIATES LLC

by:
a manager

Date

The undersigned hereby acknowledges receipt of the initial earnest money deposit set forth and agrees to hold or disburse the same in accordance with the terms hereof and the laws of the State of North Carolina.

BY: _____
Randolph C. Romeo

Date

Appendix A

Existing Condition Building Assessment: Evaluate and document existing conditions; Input existing layout into CAD software. To include standard visual inspection of accessible areas of the property, such as roof, exterior surfaces, windows, doors, foundation, structural frame, water heater, HVAC, plumbing infrastructure, etc.

Life Safety, Fire Separation and Code Analysis: In anticipation of intended use, a code analysis will be performed to determine suitability of current structure to satisfy all separation and egress requirements of the adapted re-use. Assumes NC Building Code Chapter 14 Compliance for historic structures (Green Sheet will need to be obtained from NCSHPO.)

Concept Floor Plan for 2 levels: Public Restrooms on Main Level; Office space on Upper Level.
Illustrative rendering of modified front/corner facades.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 4/23/2018

Presenter: John Connet

Date of Council Meeting to consider this item: 5/03/2018

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 12

City staff has been working with Merje Design on new gateway signage. We would like to share three potential designs with the City Council for your feedback. The new designs are similar to the new wayfinding signs that will be installed throughout Henderson County.

The shorter monument signs are proposed to be installed at US 64 East in the triangular island near WHKP and in front of Fire Station 1 on Asheville Highway. The taller signs could be installed along smaller corridors such as US 64 West at the Cemetery and NC 225 Greenville Highway.

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

Suggested Motion:

NA

Attachments:

Proposed signs



1A
Four Seasons Location



1B
Vertical Option

SCALE: 3/4" = 1'



2A
Four Seasons Location



2B
Four Seasons Location



2C
Vertical Option

SCALE: 3/4" = 1'



3A
Four Seasons Location



3B
Four Seasons Location



3C
Vertical Option

SCALE: 3/4" = 1'



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 4/23/2018

Presenter: John Connet

Date of Council Meeting to consider this item: 05/03/2018

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 13

City staff has been working with the Housing Assistance Corporation (HAC) to identify property for new sign family homes. We have identified two City owned lots (Property D on page 104 below) which we believe would be great single family home sites. We would propose exchanging these two lots for property adjacent to Oklawaha Village. The exchange would be of property of very similar values. HAC would gain new lots at a lower cost and the City would gain property to protect the natural area around the Oklawaha Greenway. If City Council wishes to move forward, we will advertise the exchange for your June 7th meeting.

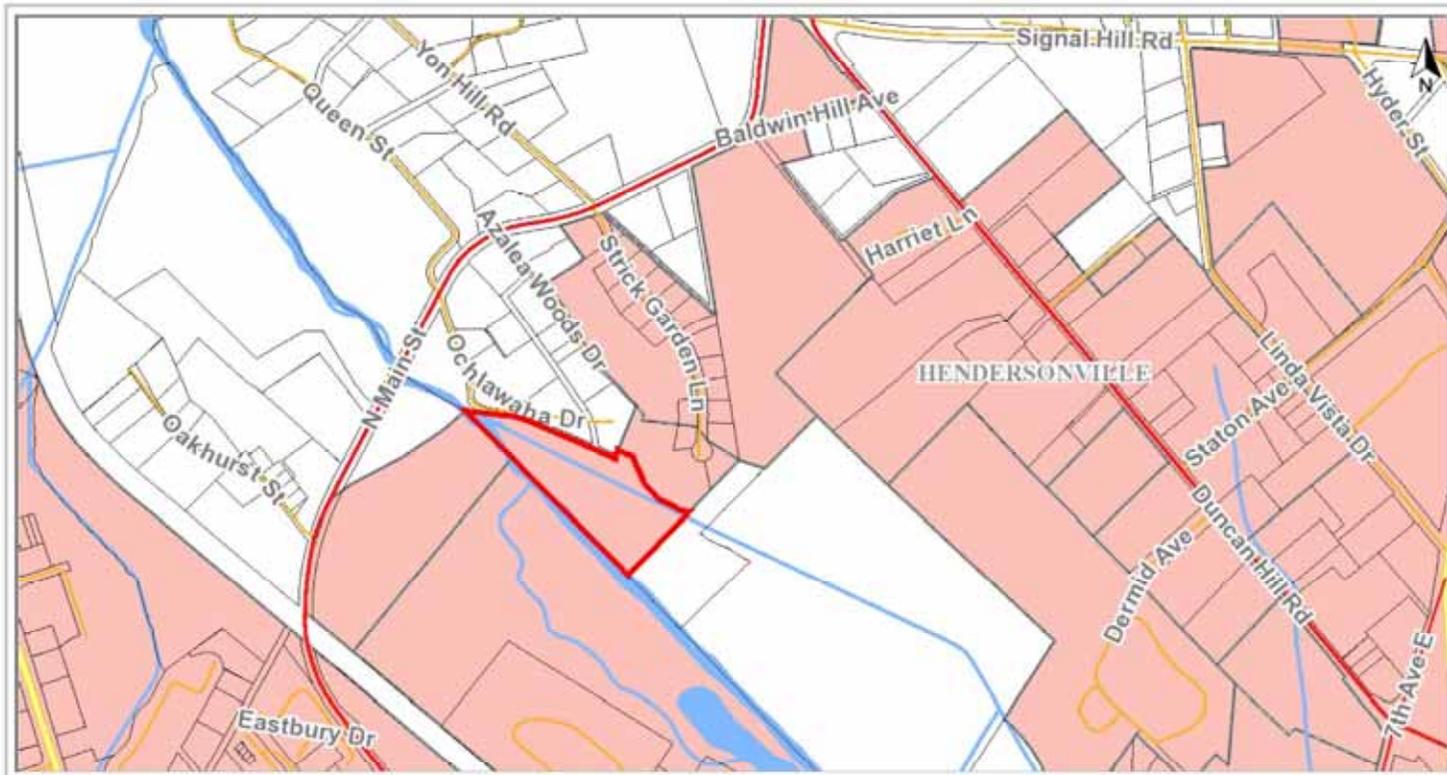
Budget Impact: \$ Property Exchange Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

NA

Attachments:

Maps showing proposed properties



WARNING: THIS IS NOT A SURVEY

Parcel Information

REID:	10001253	Pin:	9569749268
Listed to:	HOUSING ASSISTANCE CORPORATION	Neighborhood:	OKLAWAHA VILLAGE
Mailing Address:	PO BOX 2057	Township:	Hendersonville
Mailing City, State, Zip:	HENDERSONVILLE, NC 28793	Municipality:	HENDERSONVILLE
Physical Address:	0 NO ADDRESS ASSIGNED	Tax District:	HENDERSONVILLE CITY
Deed:	001612/00485	Plat:	SLD 10625
Date Recorded:	2015-04-09 00:00:00.0	Elementary School District:	CLEAR CREEK
Revenue Stamps:	0E-8	Middle School District:	HENDERSONVILLE MIDDLE
County Zoning:	Cities	High School District:	HENDERSONVILLE HIGH
Property Description:	RECOMBINATION OKLAWAHA VILLAGE LO23 BMSLD-10625	Soil:	Hayesville loam, 7 to 15 percent slopes
Map Sheet:	9569.12	Voting Precinct:	Northeast
Assessed Acreage:	5.64000000	Commissioner District:	2
Building Value:	\$0.00	Agricultural District:	None Found
Land Value:	\$56,400.00	North Carolina House District:	117
Value To Be Billed:	\$56,400.00	U.S. House District:	11
North Carolina Senate District:	48	Flood Zone:	Zone AE, 1% (100 Year Floodplain), Zone X, Not Shaded (Areas outside of the floodplain), Floodway Areas in Zone AE, Zone X, Shaded, 0.2% (500 Year Floodplain)

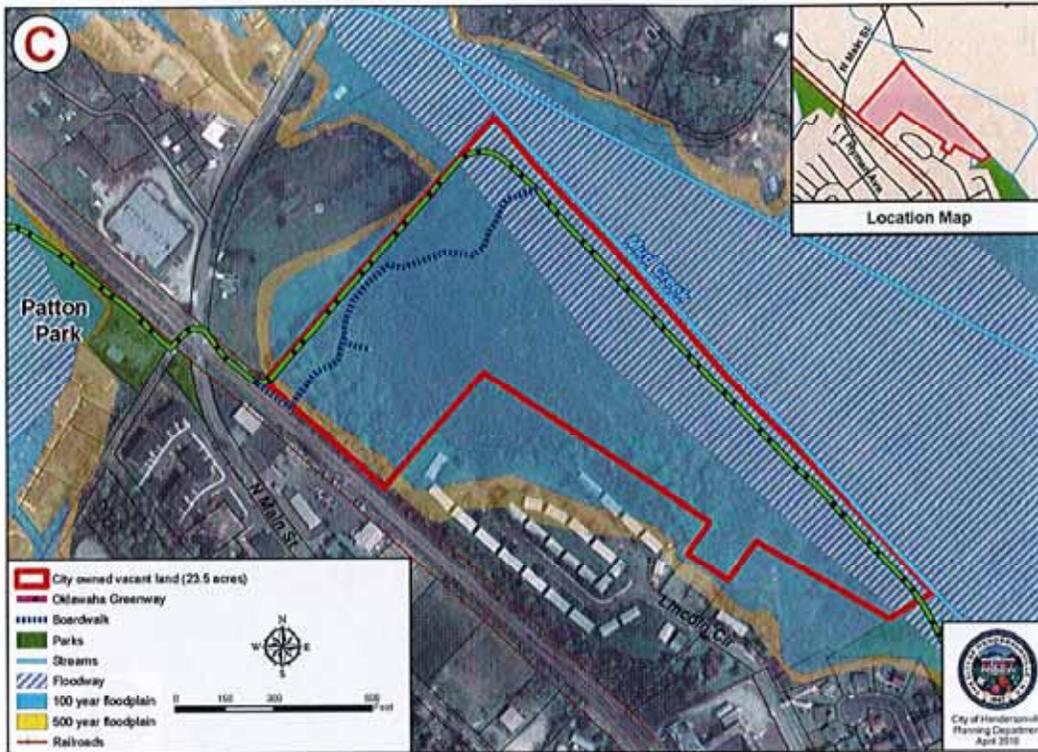


Henderson County
 Geographic Information Systems (GIS)
 200 North Grove Street
 Hendersonville, NC 28792
 P: (828) 698-5124
 F: (828) 698-5122

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Property C



Property D





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Parcel Information

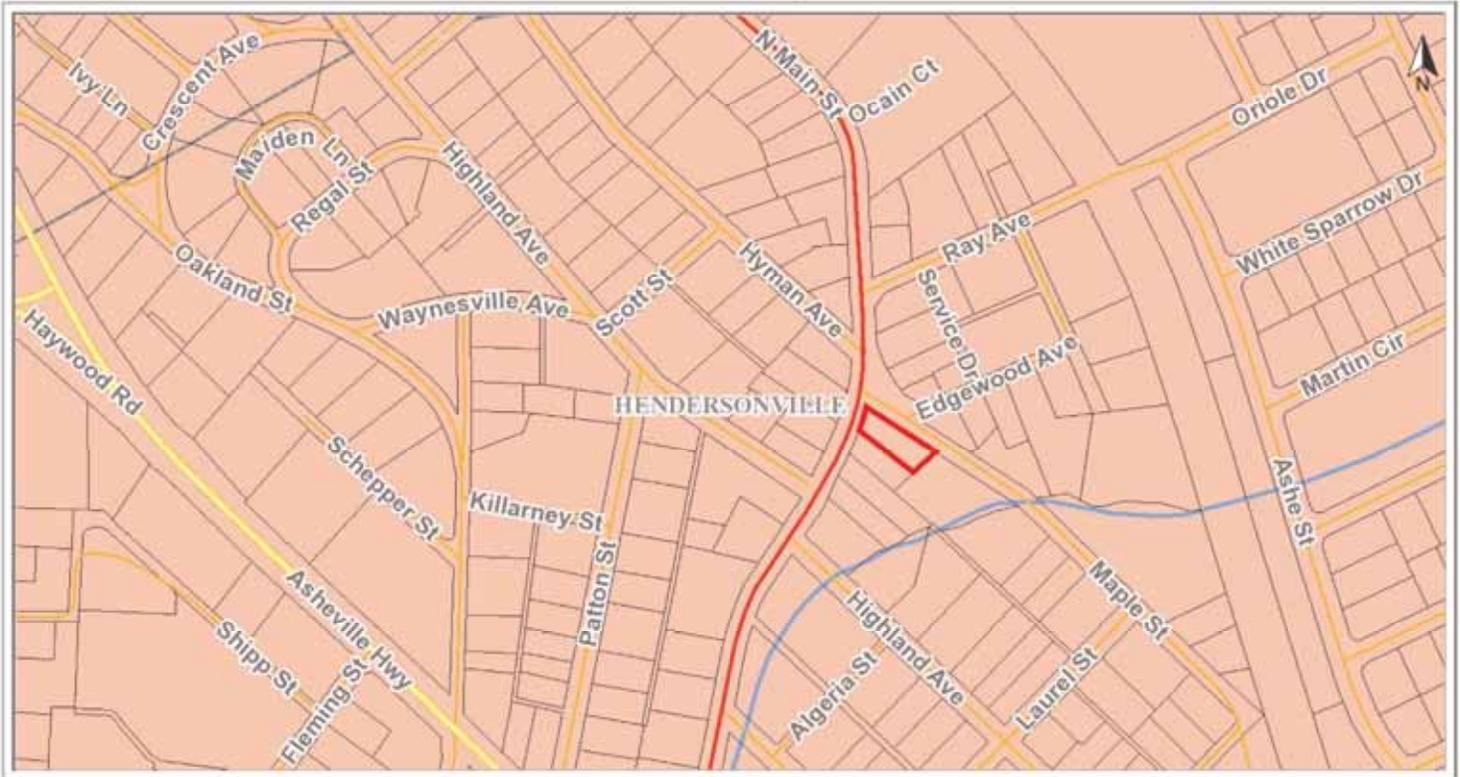
REID:	9904239	Pin:	9569717524
Listed to:	CITY OF HENDERSONVILLE THE	Neighborhood:	HENDERSONVILLE CITY
Mailing Address:	145 5TH AVE E	Township:	Hendersonville
Mailing City, State, Zip:	HENDERSONVILLE, NC 28792	Municipality:	HENDERSONVILLE
Physical Address:	0 NO ADDRESS ASSIGNED	Tax District:	HENDERSONVILLE CITY
Deed:	001153/00571	Plat:	Not Available
Date Recorded:	2003-09-10 00:03:00.0	Elementary School District:	BRUCE DRYSDALE
Revenue Stamps:	0E-8	Middle School District:	HENDERSONVILLE MIDDLE
County Zoning:	Cities	High School District:	HENDERSONVILLE HIGH
Property Description:	#16 & STRIP COLD SPRING PARK	Soil:	Hayesville loam, 7 to 15 percent slopes
Map Sheet:	9569.20	Voting Precinct:	Hendersonville 2
Assessed Acreage:	0.17000000	Commissioner District	1
Building Value:	\$0.00	Agricultural District	None Found
Land Value:	\$25,800.00	North Carolina House District	117
Value To Be Billed:	\$25,800.00	U.S. House District	11
North Carolina Senate District	48	Flood Zone:	Zone X, Not Shaded (Areas outside of the floodplain)



Henderson County
Geographic Information Systems (GIS)
200 North Grove Street
Hendersonville, NC 28792
P: (828) 698-5124
F: (828) 698-5122

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WARNING: THIS IS NOT A SURVEY

Parcel Information

REID:	9904240	Pin:	9569717567
Listed to:	THE CITY OF HENDERSONVILLE	Neighborhood:	HENDERSONVILLE CITY
Mailing Address:	400 N MAIN ST	Township:	Hendersonville
Mailing City, State, Zip:	HENDERSONVILLE, NC 28792	Municipality:	HENDERSONVILLE
Physical Address:	0 NO ADDRESS ASSIGNED	Tax District:	HENDERSONVILLE CITY
Deed:	000437/00183	Plat:	Not Available
Date Recorded:	1990-01-01 00:01:00.0	Elementary School District:	BRUCE DRYSDALE
Revenue Stamps:		Middle School District:	HENDERSONVILLE MIDDLE
County Zoning:	Cities	High School District:	HENDERSONVILLE HIGH
Property Description:	#17 COLD SPRING PARK	Soil:	Hayesville loam, 7 to 15 percent slopes
Map Sheet:	9569.20	Voting Precinct:	Hendersonville 2
Assessed Acreage:	0.21000000	Commissioner District	1
Building Value:	\$0.00	Agricultural District	None Found
Land Value:	\$30,000.00	North Carolina House District	117
Value To Be Billed:	\$30,000.00	U.S. House District	11
North Carolina Senate District	48	Flood Zone:	Zone X, Not Shaded (Areas outside of the floodplain)



Henderson County
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CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Murr

Department: Admin

Date Submitted: 04/20/2018

Presenter: John Connet

Date of Council Meeting to consider this item: 05/03/2018

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 15a

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

- 1) Fund 60 | \$30,760 | Wastewater pump purchase from Carolina Pumpworks
- 2) Fund 60 | \$6,472 | Adjustments for various end of year overages
- 3) Fund 60 | \$1,000 | Insurance Premiums
- 4) Fund 60 | \$5,100 | MeterSync file

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

Suggested Motion:

NA

Attachments:

NA



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Joseph Vindigni, Fire Chief

Department: Fire

Date Submitted: April 17, 2018

Presenter: Joseph Vindigni, Fire Chief

Date of Council Meeting to consider this item: May 3, 2018

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 15b

Fire Department 1st Quarter 2018 - Fire Chief Report

Includes data on:

Call volume (Station/Company/District)

Automatic and mutual aid

Call volume heat map

Simultaneous Incidents

District 3 – response time & NFPA compliance study

Life safety report

Fire prevention and education

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

Suggested Motion:

Attachments:

Fire Department 1st Quarter 2018 - Fire Chief Report



Hendersonville Fire

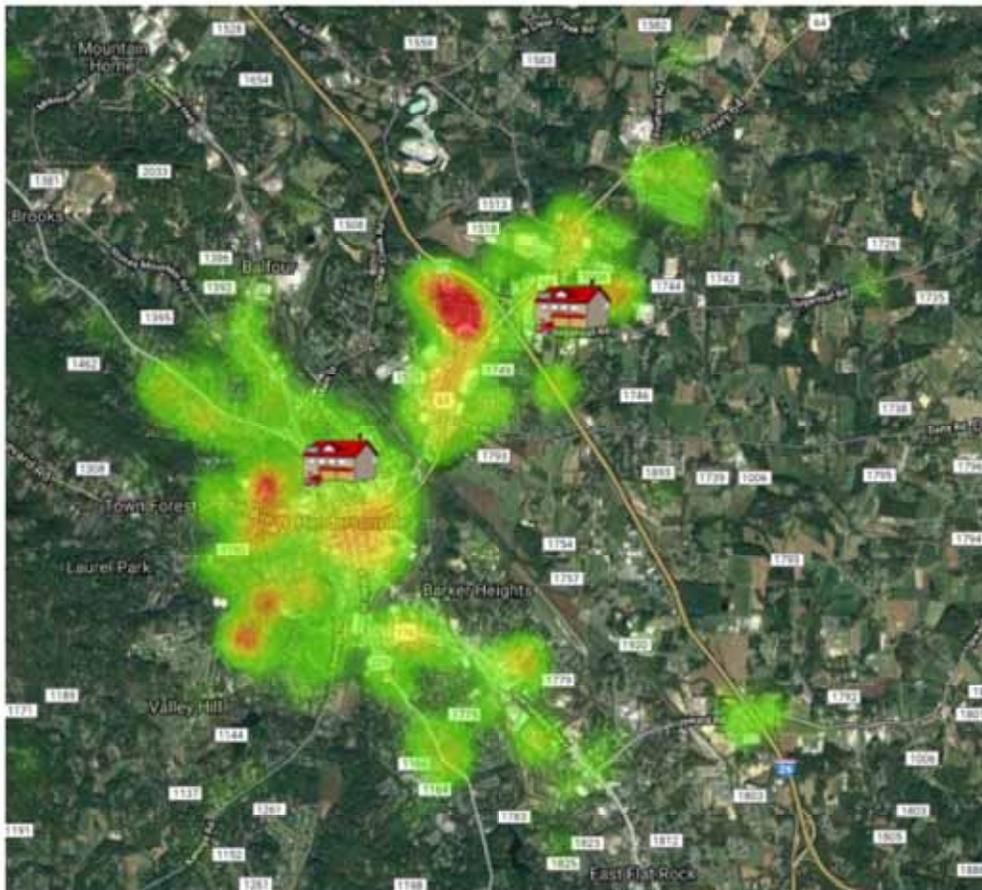
Fire Chief
 Quarterly Report
 Jan-Mar 2018

Hendersonville Fire Department Statistics – 1st Quarter 2018

Operations Division

2018	Total Calls	Rescue/EMS	Fire	Automatic Aid Given	Automatic Aid Received	Overlapping Calls
January	495	327	168	13	12	215
February	338	247	91	7	11	107
March	343	247	96	9	13	106
TOTAL	1176	821	355	29	36	428 (36.39%)

Call Volume Heat Map



Simultaneous Incidents

Description	Cumulative Percentage
At least 2 incidents occurring at the same time	36.25%
At least 3 incidents occurring at the same time	14.35%
At least 4 incidents occurring at the same time	4.04%
At least 5 incidents occurring at the same time	1.98%
At least 6 incidents occurring at the same time	.69%

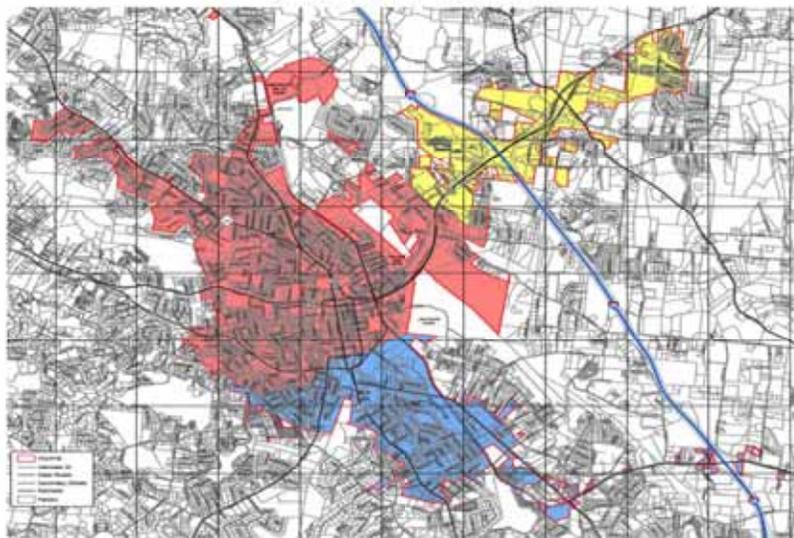
Mutual and Automatic Aid Summary

The Hendersonville Fire Department received automatic aid in relation to fires 12 times this quarter and requested mutual aid 24 times for EMS and other emergencies within the City. We also assisted surrounding departments a total of 29 times this quarter with 24 being automatic aid and 4 being mutual aid.

Incident Type	Count	Percent
Incidents Involving Mutual/Auto Aid Received	36	55.38
Incidents Involving Requested Aid Received	24	36.92
Incidents Involving Automatic Aid Received	12	18.46
Incidents Involving Aid Given	29	44.62
Incidents Involving Requested Aid Given	4	6.15
Incidents Involving Automatic Aid Given	24	36.92
Incidents Involving Others Types of Aid Given	1	1.54

**District Breakdown
January – March 2018**

District 1 – Red – 551 Calls **District 2 – Yellow – 369 Calls** **District 3 – Blue – 220 Calls**
Outside City – 36 Calls



Station 1 – 847 Calls

Station 2 – 408 Calls

E-1 responded to 608 Calls L-1 responded to 221 Calls E-2 responded to 362 Calls

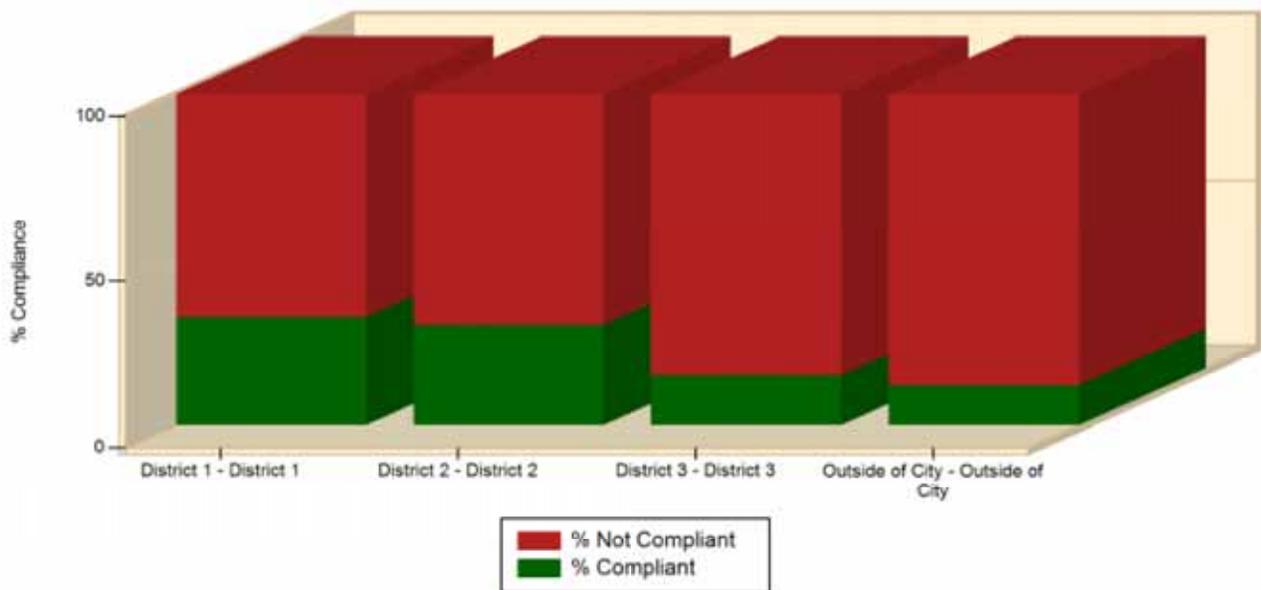
District 3 – Response Time & NFPA Compliance Study

We conducted a time study based on actual incidents that occurred in 2017 and 2018 to various addresses in district 3’s response area to further validate the need for a third fire station as well as additional resources. Based on *NFPA 1710 - Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments* the minimum standard states:

- 80 Seconds turnout time fire and special operations response and 60 seconds for turnout time for EMS response
- 4 Minutes or less travel time for the arrival of the first engine company
- 8 Minutes or less for the arrival of a full alarm assignment
- Performance objectives should be met 90% of the time

Apparatus Compliance Percentage per Zone for Date Range

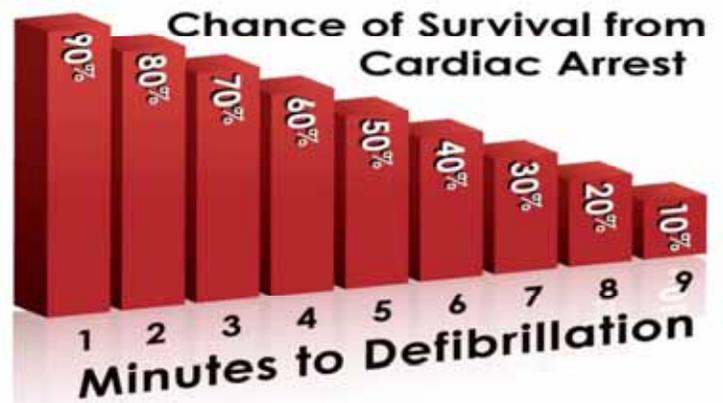
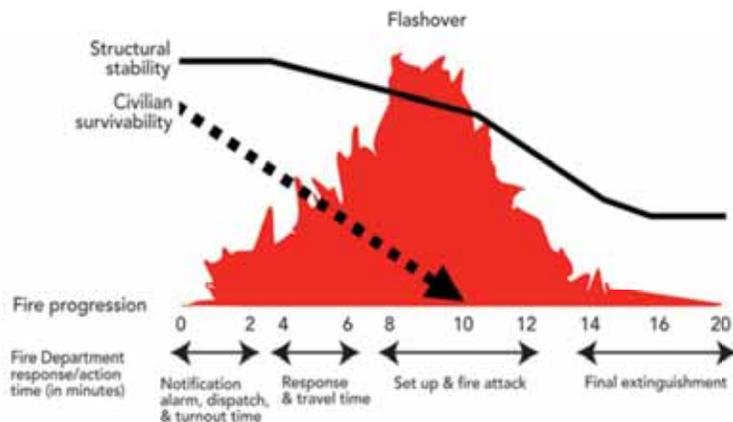
Start Date: 01/01/2018 | End Date: 03/31/2018 | Compliance Time: 00:06:00



ZONES	# RESPONSES		% COMPLIANT
	COMPLIANT	NOT COMPLIANT	
District 1 - District 1	200	412	32.68%
District 2 - District 2	123	283	30.30%
District 3 - District 3	35	198	15.02%
Outside of City - Outside of City	3	22	12.00%
TOTAL:	361	915	28.29%

Hendersonville Fire Department - District 3 Times

Address	Date	Incident type	Call Rcvd	Disp	En-Route	On-Scene	Total Response Time for 1st Unit On-Scene
700 Block Upward Rd	1/27/2018	Fire Alarm Activation	0:54:52	0:55:37	0:57:09	1:05:05	0:10:13
	10/8/2017	Motor Vehicle Accident	10:30:49	10:33:07	10:33:33	10:38:51	0:08:02
	6/4/2017	Medical Emergency	8:03:56	8:05:38	8:07:04	8:15:35	0:11:39
	4/21/2017	Medical Emergency	9:02:39	9:03:19	9:04:19	9:10:47	0:08:08
	1/28/2017	Medical Emergency	22:35:39	22:36:45	22:38:00	22:44:16	0:08:37
						AVERAGE	0:09:20
200 Block N. Highland Lake Rd	1/15/2018	Sprinkler Activation	11:27:46	11:28:25	11:30:15	11:36:49	0:09:03
	12/7/2017	Medical Emergency	21:35:01	21:36:24	21:37:41	21:43:34	0:08:33
	11/2/2017	Medical Emergency	0:18:33	0:21:44	0:23:17	0:28:50	0:10:17
	7/11/2017	Motor Vehicle Accident	14:51:39	14:54:12	14:55:04	15:02:04	0:10:25
	3/23/2017	Medical Emergency	20:36:17	20:38:49	20:39:30	20:45:37	0:09:20
						AVERAGE	0:09:32
1300 Block Old Spartanburg Rd	1/28/2018	Fire Alarm	14:26:39	14:29:31	14:30:42	14:36:57	0:10:18
	11/18/2017	Cooking Fire	17:48:19	17:50:13	17:50:30	17:56:08	0:07:49
	7/8/2017	Medical Emergency	22:45:42	22:47:52	22:49:49	22:55:06	0:09:24
	4/16/2017	Medical Emergency	19:46:58	19:49:04	19:50:23	19:55:26	0:08:28
	5/14/2017	Medical Emergency	3:42:45	3:45:33	3:48:03	3:53:40	0:10:55
						AVERAGE	0:09:23
1500 Block Greenville Hwy	2/6/2018	Medical Emergency	7:36:59	7:40:39	7:41:24	7:47:41	0:10:42
	1/23/2018	Medical Emergency	13:13:12	13:15:19	13:16:52	13:21:24	0:08:12
	1/21/2018	Medical Emergency	16:00:10	16:02:41	16:04:10	16:09:35	0:09:25
	5/14/2017	Medical Emergency	20:06:47	20:08:46	20:09:33	20:15:30	0:08:43
	12/27/2016	Medical Emergency	2:47:56	2:50:22	2:52:21	2:59:01	0:11:05
						AVERAGE	0:09:37
1500 Block Hebron Rd	1/31/2018	Medical Emergency	13:45:07	13:47:44	13:48:26	13:54:16	0:09:09
	1/9/2018	Fire Alarm	3:14:30	3:16:04	3:19:07	3:24:24	0:09:54
	11/29/2017	Medical Emergency	21:40:28	21:43:00	21:43:59	21:48:28	0:08:00
	8/19/2017	Medical Emergency	18:27:51	18:29:12	18:29:56	18:38:58	0:11:07
	1/25/2017	Medical Emergency	7:29:45	7:34:37	7:36:43	7:41:42	0:11:57
						AVERAGE	0:10:01



Life Safety Division

2017	Total Inspections	Annual/Biennial	Re-Inspections	Plans Review	Sprinkler & Fire Alarm	Consultations	Other
<i>January</i>	341	197	60	5	1	18	60
<i>February</i>	362	169	95	9	2	21	66
<i>March</i>	344	201	52	14	2	13	62
TOTAL	1047	567	207	28	5	52	188

* Other includes: Inspection Notices, ABC License, Non-Compliant Annual, Certified Letters, Final C/O, Hood and Duct, New Business, Occupancy Count, Complaint, Tent Inspections and Foster Home Inspections.

Fire Prevention & Education (Jan- Mar)

- Sent out Fire Prevention newsletter to various communities and HOA's throughout the City
- Met with School Resource Officers to discuss school safety at all City public schools
- Station Tour for Community Chapel of Hendersonville
- Met with the Oaks about the City of Hendersonville Smoke Alarm Program
- Fire Truck show and tell – Behind Hands On
- Performed annual fire prevention training for staff at First United Methodist Church
- Participated in a Career Fair at Hendersonville Elementary
- Station Tour at Fire Station 1 for the Boy Scouts
- Installed 25 smoke alarms and changed 4 smoke alarm batteries
- Installed and/or checked 21 car seats at our fire stations



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Admin

Date Submitted: 04.24.18

Presenter: Tammie Drake

Date of Council Meeting to consider this item: 05.03.18

Nature of Item: Council Action

Summary of Information/Request:

Item # 16

Appointments to be considered at the May 2018 meeting: The following boards/commission members' terms expire on June 30:

Business Advisory Committee: Cam Boyd-willing to serve, Rhonda Chislaghi - declined reappointment.

Downtown Advisory Committee: Lori Dorsey-declined reappointment (stakeholder), Carole Sitzer, Kelly Jones Friesen and Michelle Sparks are all willing to continue. Caroline Gunther has submitted an application to serve on this Committee.

Environmental Sustainability Board: Geri Conley, Kim Bailey and Alesia Griesmyer are willing to continue serving.

Announcement/reminder of vacancies and up-coming vacancies:

Business Advisory Board - 1 vacancy

Environmental Sustainability Board - Ian Edwards has moved out of town and resigned, leaving four vacancies. We have no applications on file at this time.

Tree Board - 1 vacancy

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

Suggested Motion:

Attachments:

Board membership lists



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 4/23/2018

Presenter: John Connet

Date of Council Meeting to consider this item: 5/03/2018

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 18

I would like to hold a Closed Session in accordance NCGS 143-318.11(a) (5) City staff or negotiating agent concerning the position to be taken by or on behalf of the City Council on negotiating on the acquisition of property identified by PIN 9559553329 for a future water system improvement project.

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

Suggested Motion:

I move that the City Council enter Closed Session in accordance with NCGS 143-318.11(a) (3) and (5) to consult with the City Attorney regarding potential claim and establish or instruct City staff or negotiating agent concerning the position to be taken by or on behalf of the City Council on negotiating on the purchase of properties identified by PIN 9568996818, 9568996963 and 9568997736.

Attachments:

Closed Session Items