

AGENDA

CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

AUGUST 1, 2019 – 5:45 P.M.
Council Chambers - City Hall

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance:** Led by Recipient of Mayor’s Civic Achievement Award
4. **Public Comment Time:** *Up to 15 minutes is reserved for comments from the public for items not listed on the agenda*
5. **Consideration of Agenda**
6. **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:** July 11, 2019 Regular Meeting
 - B. **Consideration of Budget Amendments (2)**
 - C. **Consideration of Job Description for Traffic Control Technician I and II**
 - D. **Consideration of a Resolution Authorizing the Application for a NC Department of Environmental Quality, Division of Water Infrastructure, SRF Loan to Fund the Mud Creek Interceptor Replacement Project**
 - E. **Consideration of Paving Contract for 2019**
 - F. **Consideration of Change Order for the Wastewater Treatment Plant Emergency Generator**
 - G. **Consideration of Utility Relocation Agreements with NCDOT for Projects I-4400BB and I-4400C I-26 Improvements**
 - H. **Consideration of Award of Engineering Contract for Church and King Street Water and Sewer Improvements**
 - I. **Consideration of Engineering Amendment for On-call Hydraulic Modeling Services**
 - J. **Consideration of Budget Amendment and Change Order for Downtown Public Restrooms Project**
- 06a. **Recognitions/Presentations:** Introduction of Police Officer

- 7. Public Hearing - Consideration of an Application from Mount Pisgah Lutheran Church for a Zoning Ordinance Text Amendment to Allow Animated Signs in the HMU Highway Mixed Use District**
Presenter: Development Assistance Director Susan Frady
- 8. Public Hearing – Consideration of an Application from the Henderson County Board of Education for the Rezoning of Parcels 9569-60-9162 and 9569-70-0527 from PID Planned Institutional Development to PIDCZD Planned Institutional Development Conditional Zoning District, for the Purpose of Renovating Hendersonville High School**
Presenter: Senior Planner Daniel Heyman
- 9. Discussion of NCDOT Projects**
Presenter: City Manager John Connet
- 10. Presentation on Homelessness and Resources**
Presenter: Intern Ben Rogers
- 11. Presentation on New Tap Purchasing Process**
Presenters: Customer Service/Engineering/Water & Sewer Staff
- 12. Presentation of Facility Use Policy**
Presenter: City Manager John Connet
- 13. Consideration of Contract Award of Highlands Square and Highway 25 Sewer Improvements**
Presenter: Utilities Director Lee Smith
- 14. Consideration of Discussion of Sink Hole at Third Avenue/Buncombe Street**
Presenter: City Manager John Connet
- 15. Reports/Comments by Mayor and City Council Members**
- 16. Staff Reports**
 - A. Fire Department Biannual Report**
- 17. Boards/Commissions Appointments**
Presenter: City Clerk Tammie Drake
- 18. New Business**
- 19. Adjourn**



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Murr

Department: Admin

Date Submitted: 07/16/2019

Presenter: John Connet

Date of Council Meeting to consider this item: 08/01/2019

Nature of Item: Council Action

Summary of Information/Request:

Item # 06b

Budget Amendment(s)

1. Police Department Insurance Revenue | Fund 10 | Increase | \$8,801
2. Building and Grounds Maint. Facility | Fund 410 | Increase | \$25,000
| Fund 10 | Decrease | \$22,500

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

Suggested Motion:

I move City Council to approve the budget amendment(s) as proposed.

Attachments:

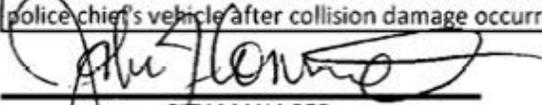
Budget Amendment(s)

BUDGET AMENDMENT

FUND: 10

ACCOUNT NUMBER					
ORG	OBJECT	PROJECT	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
100090	444000		INSURANCE SETTLEMENTS	8,801	
104310	535300		R&M AUTO TRUCKS	8,801	
FUND 10			TOTAL REVENUES	8,801.00	-
			TOTAL EXPENDITURES	8,801.00	-

Amendment to increase the budget for insurance settlements. This amendment reflects revenue received for the repair of the police chief's vehicle after collision damage occurred.



 CITY MANAGER

Date: 7-21-19

APPROVED BY CITY COUNCIL:

DATE: 8/1/2019

BUDGET AMENDMENT

FUND: 10 | 410

ACCOUNT NUMBER					
ORG	OBJECT	PROJECT	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
4104500	551000	16031	CAP OUTLAY SERVICES AND FEES	25,000	
4104500	998010	16031	TRANSFER IN FROM GF	25,000	
FUND 410			TOTAL REVENUES	25,000.00	-
			TOTAL EXPENDITURES	25,000.00	-
109900	999410		TRANSFER TO CPF	22,500	
109910	599100		CONTINGENCIES		22,500
FUND 10			TOTAL REVENUES	-	-
			TOTAL EXPENDITURES	22,500.00	22,500.00

An amendment to cover final costs associated with the new building and grounds maintenance facility.


 CITY MANAGER

Date: 7-24-19

APPROVED BY CITY COUNCIL:

DATE: 8/1/2019



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tom Wooten

Department: Public Works

Date Submitted: 7/23/2019

Presenter: Tom Wooten

Date of Council Meeting to consider this item: August 1, 2019

Nature of Item: Council Action

Summary of Information/Request:

Item # 06c

The Public Works Department needs to revise our job descriptions for our traffic control technician position in order to create a level I and a level II position. Previously we just had a traffic control technician position. We have taken the original description from the Human Resources Department and edited it to fit both positions. The tech II position will be a higher pay grade than the tech I position due to the requirements/qualifications of the position. Both job descriptions are attached for your review.

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

The traffic control tech II position is a pay grade above the traffic control tech I position. The new position is budgeted in our current budget.

Suggested Motion:

I move to approve the job descriptions for the traffic control technician I and traffic control technician II positions.

Attachments:

Traffic Control Technician I job description.
Traffic Control Technician II job description.

Traffic Control Technician I

Primary Reason Why Classification Exists

To Perform semi-skilled and technical work helping repair and maintain traffic signal devices, fabricating and installing street signs, painting street markings, maintaining and installing banners, maintaining and installing parking kiosks and other functions of the department.

Distinguishing Features of the Class

An employee in this class assists in the repair and maintenance of traffic signals throughout the City; Assists in analyzing problems with traffic light controls; operates a bucket truck to repair traffic lights; fabricates and erects street and traffic control signs; pavement markings. Work is performed under general supervision of the Traffic Control Supervisor and is evaluated on compliance with instructions, conformance to established standards, quality and productivity of work crews, and adherence to schedules and priorities. Installs signs and maintain signals according to state and federal guidelines. The employee also paints various street markings and parking spaces; and performs minor repairs and maintenance to assigned equipment. Work involves keeping records of work activities related to traffic safety issues.

Illustrative Examples of Work

- Assists in the installation, maintenance and repair of traffic signals.
- Operates bucket truck and light equipment.
- Fabricates street signs, traffic control signs, directional signs, and a variety of other signs as needed by the City; erects signs according to state and federal guidelines and administrative requests.
- Maintains records of material use and work activities.
- Paints stop bars, cross walks, and handicap and other parking spaces; Maintain area around traffic signs to ensure clear visibility.
- Assists in replacing and maintaining light fixtures and bulbs on city owned street and parking lot lights.
- Operates equipment in street and pedestrian traffic.
- Assists in building electrical panels for special events in accordance with the NEC.
- Performs safety inspections and reports for city owned traffic signal and signs.
- Performs minor repairs and maintenance to assigned equipment.
- Performs related duties as required.
- May be called back to work during emergencies after hours.

Knowledge, Skills and Abilities

- Basic knowledge of state, federal, and local laws, guidelines, and regulations relating to the placement, size, and height of street and traffic control signs.
- Basic knowledge of the installation, maintenance, and minor repair of traffic signals and related state regulations.
- Knowledge of the occupational hazards and proper safety precautions involved in the operation of street equipment.
- Working knowledge of the traffic laws and regulations governing equipment operation.
- Skill and care in the operation of a bucket truck.

- Ability to maintain necessary supply of materials and tools necessary for sign fabrication and erection.
- Ability to work effectively with the public, various City employees, coworkers, and supervisors.
- Ability to interpret diagrams and written instructions.

Physical Requirements

Work is classified as heavy requiring the employee to exert up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects. Must be able to physically perform the basic life operational functions of climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing and repetitive motions. Must have visual acuity to perform tasks requiring color, including full range of color vision, depth perception, and field of vision sufficient to perform tasks associated with the preparation and analysis of figures and data, operation of a computer, and extensive reading and writing, and operation of a motor vehicle.

Working Conditions

Work is performed in both inside and outside environments and employee is subject to extreme cold and heat; noise sufficient to cause employee to shout in order to be heard above the ambient noise level; exposure to oscillating movements of the extremities or whole body; The employee is subject to hazards in streets, maintenance ,exposure to hazardous conditions such as proximity to moving mechanical parts, moving vehicles, electrical current and chemicals; exposure to atmospheric conditions that affect the respiratory system such as fumes, odors, dust, mists, gases and oils. Exposure to electrical current, high places, vibration, and working in tight quarters and narrow passage ways.

Education and Experience

- Graduation from high school and some experience in equipment operation and some electrical wiring experience; or an equivalent combination of education and experience.
- Ability to obtain IMSA Work Zone Technician within one (1) year of employment

Special Requirement

Possession of a valid driver's license; commercial driver's license preferred.

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.

July 2019

Traffic Control Technician II

Primary Reason Why Classification Exists

To perform semi-skilled and technical work repairing, replacing, and maintaining traffic signal devices, fabricating and installing street signs, pavement markings, and maintaining pay stations and other public works activities.

Distinguishing Features of the Class

An employee in this class repairs and maintains traffic signals throughout the City; analyzes problems with traffic light controls; operates a boom truck to repair traffic lights; fabricates and erects street and traffic control signs; pavement markings; and maintains parking kiosk for the City. Maintains vegetation around signs and signals to ensure visibility. Replaces light fixtures and bulbs in city street lights. Ensures the safe operation of equipment in the street and near pedestrians. Work involves keeping records of work activities related to traffic safety issues. Work is performed under the general supervision of the Traffic Control Supervisor and is evaluated on compliance with instructions, conformance to established standards, quality and productivity of work crews, and adherence to schedules and priorities.

Illustrative Examples of Work

- Performs installation, maintenance and repair of traffic signals; programs phased timing; mounts and wires signal heads and controller cabinet; orders and maintains parts; checks wiring, adjusts detectors, replaces filters and worn parts; aligns heads.
- Operates bucket truck and light equipment.
- Fabricates street signs, traffic control signs, directional signs, and a variety of other signs as needed by the City; erects signs according to state and federal guidelines and administrative requests.
- Maintains inventory of parts and supplies for sign fabrication and erection; orders parts and supplies when needed; maintains records of material use and work activities; ensures availability of proper tools and materials for job site.
- Paints stop bars, cross walks, and handicap and other parking spaces.
- Maintain area around traffic signs to ensure clear visibility; performs flagger duties.
- Assists with replacement of light fixture and bulbs in City facilities; maintains EV charging stations.
- Operates equipment in street and pedestrian traffic.
- Designs and builds electrical panels for specific events in accordance with NEC.
- Maintains "City Owned" parking lot lights.
- Performs safety inspections and reports for public works.
- Removes ice and snow, as necessary; closes roads and streets for parades and special events; helps install and remove main street decorations and banners; removes graffiti.
- Installs and maintains solar electric equipment, school flashers, parking lot lights, kiosks, emergency call stations, etc.
- Required to be on call rotation every two weeks and return to work within 2 hours.
- Performs other related duties as required

Knowledge, Skills and Abilities

- Considerable knowledge of state, federal, and local laws, guidelines, and regulations relating to the placement, size, and height of street and traffic control signs.
- Considerable knowledge of the installation, maintenance, and minor repair of traffic signals and related state regulations.
- Considerable knowledge of the occupational hazards and proper safety precautions involved in the operation of street equipment.
- Working knowledge of the traffic laws and regulations governing equipment operation.
- Skill and care in the operation of a bucket truck.
- Ability to maintain necessary supply of materials and tools necessary for sign fabrication and erection.
- Ability to work effectively with the public, various City employees, coworkers, and supervisors.
- Ability to interpret diagrams and written instructions.

Physical Requirements

Work is classified as heavy requiring the employee to exert up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects. Must be able to physically perform the basic life operational functions of climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing and repetitive motions. Must have visual acuity to perform tasks requiring color, depth perception, and field of vision sufficient to perform tasks associated with the preparation and analysis of figures and data, operation of a computer, and extensive reading and writing, and operation of a motor vehicle.

Working Conditions

Work is performed in both inside and outside environments and employee is subject to extreme cold and heat; noise sufficient to cause employee to shout in order to be heard above the ambient noise level; exposure to oscillating movements of the extremities or whole body; exposure to hazardous conditions such as proximity to moving mechanical parts, moving vehicles, electrical current and chemicals; exposure to atmospheric conditions that affect the respiratory system such as fumes, odors, dust, mists, gases and oils.

Education

Graduation from high school.

Experience

Five or more years of related experience

Special Requirement

- Valid CDL driver's license
- IMSA Traffic Signal Technician I
- IMSA Work Zone Technician I

- IMSA Signs and Marking Technician I

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.

July 2019



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 7/23/19

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 8/1/19

Nature of Item: Council Action

Summary of Information/Request:

Item # 06d

Mud Creek Interceptor Replacement Project SRF Application Resolution:

The North Carolina Department of Environmental Quality Division of Water Infrastructure (DWI) is accepting State Revolving Fund (SRF) loan applications by September 30, 2019 for wastewater collection system projects. Staff feels that this may be a good opportunity to fund the Mud Creek Interceptor Replacement, a priority project identified as part of the recently completed Wastewater Master Plan. This project is in our Capital Improvement Plan and will replace an aging interceptor sewer and provide additional capacity in the collection system to help reduce the likelihood of sanitary sewer overflows.

The attached resolution is required as part of the application process, and staff is asking for it's execution so that we can proceed with an application.

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

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

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

Attachments:

Resolution
Certification by Recording Officer

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater collection systems, and
- WHEREAS, The City of Hendersonville has need for and intends to construct a wastewater collection system project described as the Mud Creek Interceptor Replacement, and
- WHEREAS, The City of Hendersonville intends to request state loan assistance for the project,

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

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

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

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

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

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

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

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

Adopted this the 1st day of August, 2019 at 145 5th Avenue East, Hendersonville, North Carolina.

(Signature of Chief Executive Officer)

(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Hendersonville does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City Council duly held on the 1st day of August, 2019; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

(Title of Recording Officer)



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tom Wooten

Department: Public Works

Date Submitted: July 25, 2019

Presenter: Tom Wooten

Date of Council Meeting to consider this item: August 1, 2019

Nature of Item: Council Action

Summary of Information/Request:

Item # 06e

A bid opening was held at 9:00 AM on July 26, 2019 for the 2019 Annual Resurfacing project. Staff will recommend the proposed contractor to City Council at the August 1, 2018 meeting and contract amount for consideration. If Council is in agreement with the proposed contractor and amount, City Council will need to award the project to the proposed contractor by approving the motion below. If not, no motion is needed.

Bid Results from 7/26/2019:

JLS Company - \$603,452.00

Tarheel Paving - \$525,195.90

Southeastern Asphalt - \$430,940.00

Trace & Company - \$541,156.41

Budget Impact: \$ 543,682.00 Is this expenditure approved in the current fiscal year budget? Yes No If no, describe how it will be funded.

We have \$543,682.00 in our current budget for this project.

(Southeastern Asphalt bid \$430,940.00. We will add additional streets to the contract to accomplish additional work.)

Suggested Motion:

I move to award the 2019 Annual Resurfacing Project to Southeastern Asphalt.

Attachments:

2019 Annual Resurfacing Project Bid Package and map.

SPECIFICATIONS

2019 STREET RESURFACING

Hendersonville, NC

City of Hendersonville
Public Works Department
305 Williams Street Hendersonville,
North Carolina 28792 (828) 697-3084
twooten@hvlnc.gov
cfreeman@hvlnc.gov
FAX: (828) 697-3089

**2019 STREET RESURFACING
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INVITATION FOR BIDS

FOR

CITY OF HENDERSONVILLE
2019 STREET RESURFACING
HENDERSONVILLE, NORTH CAROLINA

SCOPE OF WORK

2019 Street Resurfacing includes but is not limited to: mobilization, leveling, overlay, and re-striping as it applies to each street. The contractor will also be responsible for raising or lowering manholes, water valves, and catch basins as required to match proposed finish grade. The contractor shall be responsible for all State and local permits and Call Before You Dig matters. The contractor will provide all necessary traffic control signs, cones, etc. and provide flagmen as needed. The contractor is also responsible for notifying businesses and residences within each work zone of the construction schedule and of any changes to that schedule.

BIDS

Bids for this work will be received by:

Tom Wooten., Public Works Director
City of Hendersonville
305 Williams Street
Hendersonville, NC 28792
Ph: 828-697-3084/ Fax: 828-697-3089

up to **9:00 AM**, on **Friday, July 26, 2019** and immediately thereafter publicly opened and read aloud in the Operations Center Small Conference room located at 305 Williams Street, Hendersonville, NC. No bids will be accepted after this time.

PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

Complete specifications and contract documents may be examined at the following locations:

City of Hendersonville
City Operations Center
305 Williams Street
Hendersonville, NC 28793
(828) 697-3084

Copies of complete plans, specifications and contract documents may be obtained in person at the following location:

City of Hendersonville
City Operations Center
305 Williams Street
Hendersonville, NC 28793
(828) 697-3084

QUESTIONS AND CLARIFICATIONS

All questions and requests for clarification of the plans and specifications must be in writing and mailed, faxed or emailed to Tom Wooten, 305 William St Hendersonville, NC 28793, fax (828) 697-3089. No verbal answers will be given. Questions and clarifications will be addressed at the pre-bid meeting.

License Requirements

Contractors are hereby notified that they must have proper license under the NC State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general license classification for HIGHWAY CONTRACTOR.

SUBMISSION OF BIDS

Bids shall be made only on the form provided herein with the bid amount properly filled in and all signatures properly executed. Bids shall be submitted in a sealed envelope with the following clearly marked on the outside.

Bid Proposal: Attn: Tom Wooten, Public Works Director

2019 STREET RESURFACING

*(Bid Date) (Contractor) (License
Number)*

A mandatory pre-bid conference will be held on Monday July 22, 2019 at 9:00 AM in the Operations Center small conference room located at 305 Williams Street, Hendersonville, NC.

GENERAL CONDITIONS

GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

MATERIALS, EQUIPMENT AND EMPLOYEES

The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

No changes shall be made in the Work except upon written approval and change order of the Designer/Owner. Change orders shall be subject to provisions in the current North Carolina Construction Manual.

Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the City for approval or disapproval; such approval or disapproval shall be made by the City prior to the opening of bids.

If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

The contractor shall designate a foreman/superintendent who shall direct the work.

CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable

SAFETY REQUIREMENTS

The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.

The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

EQUAL OPPORTUNITY

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein. The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental disability in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices.

INSURANCE

The Contractor shall not commence work until he has obtained all insurance required, and the Owner has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project under his contract.

The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

INSURANCE PROVISIONS

- A. **Worker's Compensation:** The Contractor agrees during the pendency of any agreement with the City to carry Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include employer's liability with a limit of **\$100,000** for each accident, **\$100,000** bodily injury by disease each employee; and **\$500,000** bodily injury by disease, policy limit.
- B. **Commercial General Liability:** The Contractor agrees during the pendency of any agreement with the City to carry Commercial General Liability Insurance. Coverage shall have minimum limits of **\$1,000,000** general aggregate, products/completed operations aggregate, personal and advertising injury and each occurrence. This shall include premises and operations, broad form property damage, XCU coverage and contractual liability. The coverage shall be written on an occurrence basis.
- C. **Business Auto Liability:** The Contractor agrees during the pendency of any agreement with the City to carry Business Auto liability insurance. Coverage shall have a minimum limit of **\$1,000,000** per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.

The Contractor shall furnish such additional insurance as may be required by General Statutes of North Carolina, including motor vehicle insurance in amounts' not less than statutory limits.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than fifteen {15} days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner.

STORAGE OF MATERIALS

The Contractor shall assure proper storage, meeting Federal and State regulations, of all potentially toxic and/or harmful chemicals or materials, to prevent possible access to these materials.

INVOICES FOR PAYMENT

Not later than the fifth day of the month, the contractor shall submit to the owner a request for payment for work done during the previous month. The request shall be in the form Application for Payment contained in these documents. The contractor shall substantiate the request with invoices of vouchers or payrolls or other evidence.

Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Tom Wooten., Public Works Director
City of Hendersonville
305 Williams Street
Hendersonville, NC 28792
Ph: 828-697-3084/ Fax: 828-697-3089

It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

CLEANING UP

The Contractor shall be responsible, at the completion of each day's work, to leave the site in a clean workmanlike condition. The Contractor shall keep the site and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the site, and completely prepare the project and site for use by the owner/public.

GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

BID PROPOSAL

The undersigned hereby proposes to furnish all labor, equipment and materials required and to perform all work for the construction of improvements referred to herein as:

**2019 RESURFACING PROJECT
HENDERSONVILLE, NORTH CAROLINA**

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

_____, and _____/100 dollars (\$_____)

The undersigned hereby agrees that, upon written acceptance of this Bid Proposal, he will execute a Contract with the Owner and provide any bonds or guarantees and certificates of insurance required by the Contract Documents within ten (10) days of the receipt of the Notice of Award.

The undersigned agrees that, if awarded the Contract, he will commence the work within ten (10) calendar days after the date of receipt of written Notice to Proceed, and that he will complete the work within **60** calendar days thereafter. **Note: The exception to this is 4th And 5th Ave's which will be completed over the winter.**

The undersigned acknowledges receipt of the following addenda:

Respectfully submitted

Firm Name

Address

By: _____

Attest to:

Secretary
(Corporate Seal)

**2019 STREET RESURFACING
BID SCHEDULE**

BID ITEM	UNIT	QTY		UNIT COST	EXTENDED COST
5th Avenue from King St to Maple St					
Mill 2"	sy	2900			
Overlay 2"	sy	2900			
Polyurea Double Yellow	lf	280			
Thermo Crosswalk	ea	2			
Thermo Stop Bar	ea	4			
Thermo Parking T's	ea	27			
Thermo RR Crossing symbol	ea	1			
Thermo "NO PARKING"	ea	2			
5th Ave from Maple to Williams St					
Overlay 1.5"	sy	780			
2' Drive Aprons	sy	50			
Adjust Manhole	ea	1			
Adjust Water Valve	ea	2			
Thermo Stop Bar	ea	2			
Thermo RR Crossing symbol	ea	1			
5th Ave from Williams to Harris St					
Overlay 1.5"	sy	846			
Adjust Manhole	ea	2			
Thermo Stop Bar	ea	2			
Thermo Crosswalk	ea	1			
Harris St from Hwy 64 to 4th Ave					
Overlay 1.5"	sy	2970			
Adjust Manhole	ea	4			
Adjust Water Valve	ea	3			
Thermo Stop Bar	ea	3			
Thermo Crosswalk	ea	3			
Polyurea Double Yellow	lf	1000			
Thermo White Lines	lf	45			
Thermo Parking T's	ea	9			
Thermo Turn Arrows	ea	2			
6th Ave from Williams to Dead End					

Overlay 1.5"	sy	510			
Thermo Stop Bar	ea	1			
4th Ave from Main to King					
Mill 2"	sy	995			
Overlay 2"	sy	995			
Overlay 1.5" to match new gutter	sy	995			
Adjust Manhole	ea	2			
Adjust Water Valve	ea	2			
Thermo Stop Bar	ea	2			
Thermo Crosswalk	ea	1			
Thermo Parking T's	ea	11			
Thermo "NO PARKING"	ea	1			
Thermo "Bike" Symbol	ea	4			
Polyurea Double Yellow	lf	320			
4th Ave from King to Pine					
Mill 2"	sy	1950			
Overlay 2"	sy	1950			
Thermo Stop Bar	ea	4			
Thermo "Bike" Symbol	ea	4			
Polyurea Double Yellow	lf	650			
Thermo Crosswalk	ea	4			
Walnut Tree from 5th Ave to Cul de Sac Dead end					
Overlay 1.5"	sy	2170			
Adjust Manhole	ea	1			
Thermo Stop Bar	ea	1			
Grove St from 6th Ave to 4th Ave					
Mill 2"	sy	1695			
Overlay 2"	sy	1695			
Thermo Stop Bar	ea	4			
Themo Crosswalk	ea	4			
Polyurea Double Yellow	lf	600			
Grove St from 1st Ave to 100 ft past Allen					
Mill 2"	sy	1160			
Overlay 2"	sy	1160			
Thermo Stop Bar	ea	1			
Polyurea Double Yellow	lf	400			

Allen St from Grove to End Maint					
Overlay 1.5"	sy	340			
Adjust Water Valve	ea	2			
Thermo Crosswalk	ea	1			
Thermo Stop Bar	ea	1			
1st Ave from Grove St to Pine					
Mill 2"	sy	1300			
Overly 2"	sy	1300			
Thermo Stop Bar	ea	3			
Thermo Turn Arrows	ea	3			
Polyurea double yellow	ea	340			
Polyurea Single White line	ea	50			
Polyurea Broken White line	ea	300			
1st Ave from Pine to second RR crossing					
Overlay 1.5"	sy	1300			
Polyurea Double Yellow	lf	540			
Thermo Stop Bar	ea	3			
Thermo Railroad Crossing	ea	4			
Grove St from 7th Ave to Bearcat					
Mill 2"	sy	2170			
Overlay 2"	sy	2170			
Thermo Stop Bar	ea	2			
Thermo Crosswalk	ea	2			
Thermo SCHOOL Symbol	ea	1			
Bearcat from N Main to Locust					
Mill 2"	sy	2095			
Overlay 2"	sy	2095			
Thermo Stop Bar	ea	1			
Thermo Crosswalk	ea	4			
Thermo SCHOOL Symbol	ea	2			
Polyurea Double Yellow	lf	550			

8th Ave between Locust and Maple					
Overlay 1.5"	sy	1670			
Thermo Stop Bar	ea	2			
Thermo Crosswalk	ea	1			
Adjust Manhole	ea	2			
Adjust Water Valve	ea	1			
Maple St from 8th Ave to Laurel					
Overlay 1.5"	sy	2065			
Adjust Manhole	ea	1			
Lynn St from Maple to Locust					
Overlay 1.5"	sy	1300			
1" Leveling	sy	225			
Adjust Manhole	ea	2			
Thermo Stop Bar	ea	2			
9th Ave from Maple to Locust					
Overlay 1.5"	sy	1285			
Adjust Manhole	ea	2			
Thermo Stop Bar	ea	2			
Highland from 9th to Laurel					
Mill 2"	sy	1050			
Overlay 2"	sy	1050			
Thermo Stop Bar	ea	1			
Laurel from Highland to Locust					
Overlay 1.5"	sy	765			
Thermo Stop Bar	ea	2			
Thermo Crosswalk	ea	1			
Algeria from Highland to Locust					
Overlay 1.5"	sy	690			
Thermo Stop Bar	ea	2			
Thermo Crosswalk	ea	1			

NOTICE OF AWARD

To: _____

Project Description: **2019 Resurfacing Project**

The City of Hendersonville has considered the Bid Proposal submitted by you on _____ day of _____, 20_____, for the above-described Project in response to its Invitation to Bid and Instructions to Bidders.

You are notified that your Bid Proposal has been accepted in the amount of _____ Dollars (\$_____).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bonds and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds with ten (10) days from the date of this Notice, the City will be entitled to consider all your rights arising out of the acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Guaranty. The City will be entitled to such other rights as may be granted by law.

The City reserves the right to rescind the award of the work at any time before the execution of the Contract by all parties without incurring any liability. Therefore, if you change your position, economically or otherwise, after receiving a verbal or written notice of award and in reliance upon the Authority executing the Agreement, you agree to do so solely at your own risk and the City will not incur any liability from your change of position.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this _____ day of _____, 20_____.

City of Hendersonville

OWNER

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

(Firm)

this _____ day of _____, 20_____.

Name

Title

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and (Corporation, Partnership, Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

City of Hendersonville

(Name of Owner)

305 Williams Street, Hendersonville, North Carolina 28792

(Address of Owner)

hereinafter called OWNER, in the penal sum of:

(words)

(numbers)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

2019 Resurfacing Project

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

BY: _____

Address

Witness as to Principal

(Address)

ATTEST:

Secretary) (Surety)

(SEAL)

BY: _____

Attorney-in-Fact

Address

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and
(Corporation, Partnership, Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

City of Hendersonville

(Name of Owner)

305 Williams Street, Hendersonville, North Carolina 28792

(Address of Owner)

hereinafter called OWNER, in the penal sum of:

(words)

(numbers)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

2019 Street Resurfacing Project

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

BY: _____

Address

Witness as to Principal

(Address)

ATTEST:

Secretary (Surety)

Surety

(SEAL)

BY: _____

Attorney-in-Fact

Address

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

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.

NOTICE TO PROCEED

To: _____ Date: _____

Project Description: **2019 Resurfacing Project**

You are hereby notified to commence work in accordance with the Agreement dated _____, 20__ on or before _____, 20__ and in accordance with the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____.

You are required to return an acknowledged copy of this Notice to Proceed to the City.

City of Hendersonville

Date: _____, 20__

By: _____

Title: _____

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by _____

(Firm)

this _____ day of _____, 20__.

Name

Title

AGREEMENT

This Agreement made and entered into this _____day of _____2019 by and between the City of Hendersonville, party of the first part, hereinafter designated as the owner, and _____, party of the second part, hereinafter designated as the Contractor.

WITNESSETH: That the parties hereto, for the considerations contained herein, hereby mutually agree as follows:

ARTICLE I:

Under this Agreement and Contract, the Contractor shall construct the project entitled:

2019 Street Resurfacing

HENDERSONVILLE, NORTH CAROLINA

ARTICLE II:

In consideration of the payments to be made as hereinafter provided, the Contractor agrees, at his sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete and to complete in good, substantial, workmanlike and approved manner, the work named under Article I hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions of the Owner made in accordance with this contract.

ARTICLE III:

The owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and for materials, equipment, and supplies sold, and also for all costs and expenses incurred, and loss or damages sustained by reason of the action of the elements or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the execution of the work and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached.

The Owner shall pay to the contractor for the performance of the contract the amounts determined for the total number of each of the units of work in the attached Bid Proposal. The final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.

ARTICLE IV:

The following documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract Documents, or Contract: Bid; Agreement; general Conditions; Summary of Work and all interpretations of or addenda to the Contract Documents issued by the Owner, or his representative.

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

ARTICLE V:

The work to be performed under this contract shall be commenced within 10 calendar days after the date of written notice by the Owner to the Contractor to proceed. The work shall be completed within 60 calendar days after the date of such notice and with such extensions of time as are provided for in the contract. **Note: The exception to this is 4th And 5th Ave’s which will be completed over the winter.**

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder as ESSENTIAL CONDITIONS of this Contract. The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion of the work described herein in a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.

It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and-certain length of time is fixed for the performance of any act whatsoever; and where under the Contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this contract.

ARTICLE VI:

If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this contract, according to the true intent and meaning thereof, then the owner may make use of all remedies provided in that behalf in the contract and shall have the right and power to proceed in accordance with the provisions thereof.

The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands and seals and have executed this Agreement, the day and year first above written.

This instrument has been pre-audited in the manner required by the local government fiscal control act.

Finance Director

**CITY OF HENDERSONVILLE
OWNER**

(Seal)

Attest: _____

BY: _____

Title: Public Works Director

(Seal)

By: _____

Title: _____

Contractor

CITY OF HENDERSONVILLE

I, _____ (the individual attesting below), being duly authorized by and on behalf of

_____ (the entity contracting with City hereinafter "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. Yes
 - b. No
4. Employer understands and agrees to ensure compliance with E-Verify by any subcontractors hired by Employer provided such subcontractors employ 25 or more employees in this State. This ____ day of ____, 2019.

Signature of Affiant
Print or Type Name: _____

State of North Carolina City of Hendersonville
Signed and sworn to (or affirmed) before me, this the _____
day of _____, 2019.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

ATTACH INSURANCE CERTIFICATES

CONTRACT CHANGE ORDER

Project: **2019 Street Resurfacing**
HENDERSONVILLE, NORTH CAROLINA

Owner: CITY OF HENDERSONVILLE
145 5th Ave East
Hendersonville, N.C. 28793

To:

Per the North Carolina State Construction Manual the contract is changed as follows:

The original **Contract Sum** was \$ _____
The net change by previously authorized Change Orders \$ _____
The **Contract Sum** prior to this Change Order was \$ _____
The **Contract Sum** will be increased by this Change Order in the amount of \$ _____ The new
Contract Sum including this Change Order will be \$ _____
The Contract Time will be increased by () Days
The date of Substantial Completion as of the date of this Change Order therefore is _____ -

Purpose of WORK CHANGE ORDER DIRECTIVE:

Attachments:

Approved By Owner:

Receipt Acknowledged By Contractor:

BY: _____

BY: _____

TITLE: Director, Public Works

TITLE: _____

DATE: _____

DATE: _____

APPLICATION FOR PAYMENT

APPLICATION #

Date:

Project: **2019 Street Resurfacing**
HENDERSONVILLE, NORTH CAROLINA

ENGINEER: City of Hendersonville, Hendersonville, North Carolina

CONTRACTOR:

SUMMARY:	TOTAL WORK COMPLETED TO DATE	\$
	TOTAL MATERIALS STORED ON SITE	\$
	TOTAL EARNED THIS APPLICATION	\$
	LESS PREVIOUS PAYMENTS	\$
	CURRENT PAYMENT DUE	\$

APPLICATION:

CONTRACTOR:

_____	_____	_____
Name	Title	Date

VERIFICATION:

CONSTRUCTION INSPECTOR: City of Hendersonville

IN ACCORDANCE WITH THE CONTRACT AND THIS APPLICATION FOR PAYMENT, THE CONTRACTOR HAS COMPLETED THE WORK STATED ABOVE AND IS ENTITLED THE FULL PAYMENT IN THE AMOUNT SHOWN.

_____	_____	_____
Name	Title	Date

APPROVAL:

OWNER: City of Hendersonville
THIS APPLICATION IS HEREBY APPROVED FOR PAYMENT:

_____	<u>Director of Public Works,</u>	_____
Name	Title	Date

SECTION 01500 - SPECIAL CONDITIONS

01500.1 LIMITS OF CONSTRUCTION

The Contractor shall confine all operations and personnel to the limits of construction as designated by the City. There shall be no disturbance whatsoever of any areas outside the limits of construction.

01500.2 CLEANLINESS

The Contractor shall maintain the work and project grounds free from rubbish, debris and waste materials during all phases of the work.

Immediately upon completion of the work but prior to final acceptance, the Contractor shall remove all rubbish, debris, temporary structures, equipment, excess or waste materials and shall leave the work and project grounds in a neat and orderly condition that is satisfactory to the Owner.

01500.5 EQUIPMENT AND MATERIAL STORAGE

The Contractor shall plan his activities so that all materials and equipment can be stored within the limits of construction or in areas provided by the Owner.

01500.6 CONTROL OF EROSION, SILTATION AND POLLUTION

- A. The Contractor shall take whatever measures necessary to minimize soil erosion and siltation, water and air pollution caused by his operations. The Contractor shall also comply with the applicable regulations of all legally constituted authorities relating to pollution prevention and control.

The Contractor shall keep himself fully informed of all such regulations which in any way affect the conduct of the work, and shall at all times observe and comply with all such regulations. In the event of conflict between such regulations and the requirements of the specifications, the more restrictive requirements shall apply.

- B. The Contractor shall control dust throughout the life of the project within the project area and at all other areas affected by the construction of the project, including, but not specifically limited to, access roads, disposal sites, borrow and material pits, and production sites. Dust control shall not be considered effective where the amount of dust creates a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property.

01500.7 TRAFFIC CONTROL

The Contractor shall provide, erect, and maintain all necessary devices to control traffic and protect the public, the work and workers. All traffic control shall be provided as established in The Manual of Uniform Traffic Control Devices and any and all supplements of the North Carolina Department of Transportation.

In special cases, additional traffic control may be required as directed by the Owner or by the North Carolina Department of Transportation, and a Change Order will be issued.

SOIL MATERIALS

Satisfactory soil materials are defined as those complying with American Association of State Highway and Transportation Officials M145, soil classification Groups A-1, A-2-4, A-2-5, and A-3.

Unsatisfactory soil materials are those defined in AASHTO M145, soil classification Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7: also peat and other highly organic soils.

ASPHALT MATERIALS

Bituminous Surface Treatment (BST): Surface treatment consisting of a thin layer of aggregate cemented together with an asphalt (bituminous) material. A single bituminous surface treatment consists of an application of bituminous material on a prepared surface followed immediately by a single layer of cover aggregate. Chip Seal is a commonly used term for the same process. Split seal is a commonly used term that consists of two layers of the bituminous surface treatment.

Asphalt Surface Treatment: Asphalt surface treatment shall be in accordance with Type S 9.5B. Asphalt shall be a NCDOT approved mix and shall be installed to conform to the standard requirements of NCDOT.

PAVEMENT MARKINGS

Thermoplastic: All pavement markings including traffic control, stop bars, fire lanes, crosswalks, etc. shall be made with reflectorized thermoplastic striping or Polyurea striping with a minimum thickness in accordance with NCDOT Standard Specifications for Roads & Structures. All thermoplastic markings shall be 120 mil thick with the exception of symbols which shall be 90 mil thick.

Polyurea is a type of elastomer that is derived from the reaction product of an isocyanate component and a synthetic resin blend component through step-growth polymerization. ... The prepolymer, or quasi-prepolymer, can be made of an amine-terminated polymer resin, or a hydroxyl-terminated polymer resin.

CONCRETE MATERIALS

Sidewalks: Sidewalks shall be constructed using the "Standard Specifications and Details for Construction" set forth by the City of Hendersonville and shall be constructed using 4000 psi concrete.

Curb and Gutter: Curb and gutter that has been removed shall be reinstalled to the same dimensions as the existing curb and gutter that surrounds it. Curb and gutter shall be constructed of 4000 psi concrete and shall be constructed using the "Standard Specifications and Details for Construction" set forth by the City of Hendersonville.

Valley Gutter: Valley gutter shall be installed in accordance with the "Standard Specifications and Details for Construction" set forth by the City of Hendersonville. Valley gutter may be used as drive entrances as specified by the City and shall be constructed using 4000 psi concrete.

Drive Aprons: Aprons shall be installed using 4000 psi and in accordance with the Standard Specifications and Details for Construction" set forth by the City of Hendersonville.

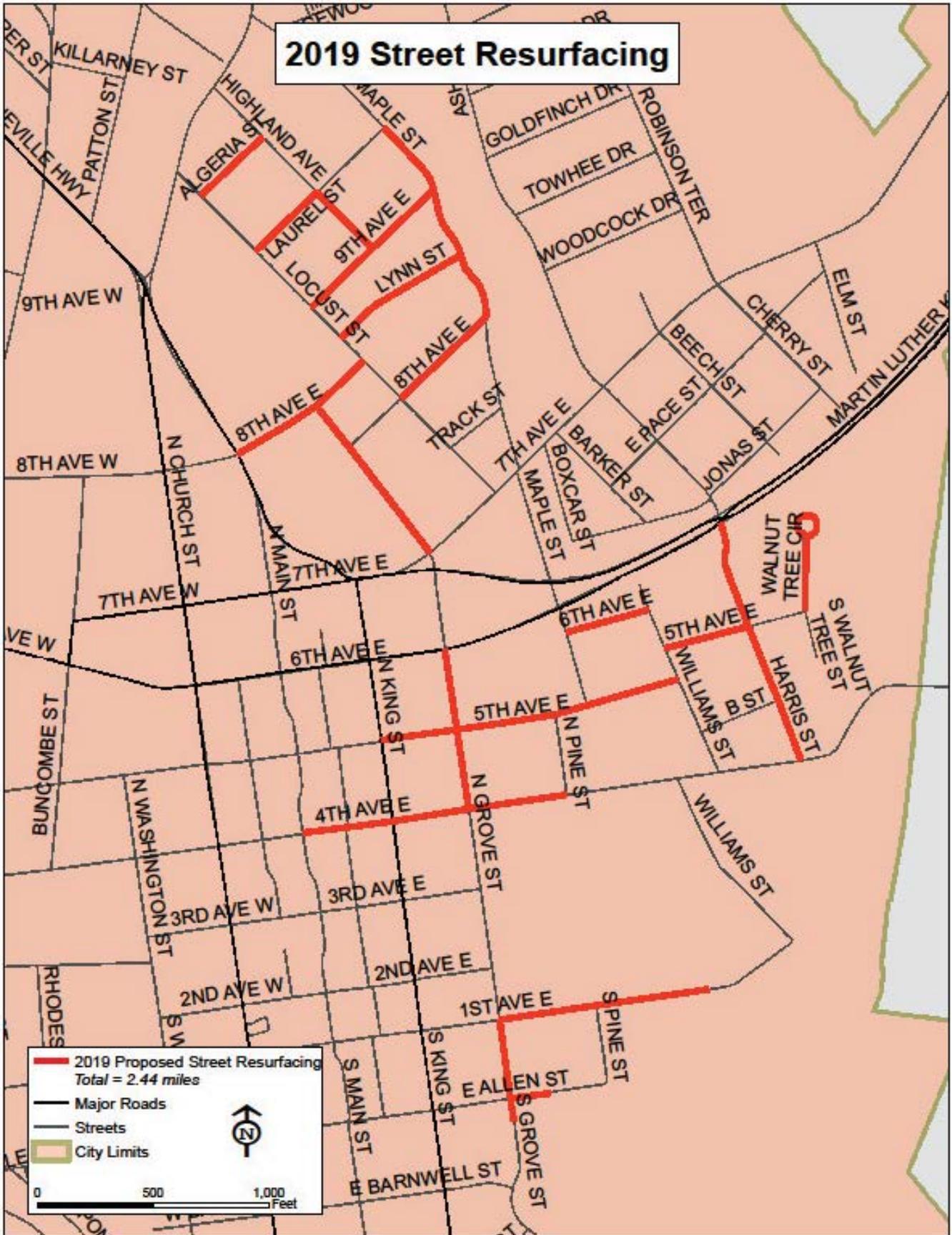
ADJUSTMENT OF CATCH BASINS, MANHOLES, DROP INLETS, METER BOXES, AND VALVE BOXES

MANHOLES, METER BOXES, AND VALVE BOXES: Shall be adjusted by the contractor and reset to within +/- one quarter inch (1/4") of the finished asphalt grade, and following the crown of the street surface. All adjustments of manholes shall be water tight. Construction requirements shall be in compliance with NCDOT Standard Specifications Section 858-3. Final adjustment may take place before or after finish surface is applied. If adjustment is done after the finish surface has been applied, the pavement shall be neatly cut around the structure only large enough to complete the adjustment. Plant mix of Type S 9.5B shall be used to patch the cut.

GRADING

Finished Grading - Lawn Areas: After the finish-grade has been prepared, available on-site topsoil shall be spread in a uniform manner over areas that require it. Topsoil that is in a frozen or muddy condition shall not be used. If suitable topsoil is not available on-site, the Contractor is responsible for supplying topsoil if it is determined that the existing soil conditions are unsuitable for establishing an acceptable lawn. Reseeding shall be complete using a fescue type seed or blend with straw mulch.

2019 Street Resurfacing





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 7/24/19

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 8/1/19

Nature of Item: Council Action

Summary of Information/Request:

Item # 06f

WWTP Emergency Generator Change Order:

As discussed in April, during the initial site work for the wastewater treatment plant emergency generator installation it was discovered that there were poor soils under the proposed slab. A change order was processed in April, but there are a couple of additional items that need to be included as part of the work. These are: an extension of the generator concrete slab due to conflicts between the generator and enclosure manufacturers, a deep bore soil test done to evaluate the subgrade conditions and a modified design of the slab to account for the helical pier system. Our construction administrator, McKim & Creed, is negotiating final numbers with the contractor, but we do not anticipate that the total change will result in any more than \$20,000 over the previously approved contract amount. The construction is anticipated to be complete in September 2019.

Note that the first change order approved in April resulted in an increase of \$36,000. The total project cost is approximately \$1,436,794.00 (\$885,794.00 installation and \$551,000 material cost). With the current request, there will be \$56,000 in total change orders accounting for a 3.9% increase in project cost, which is considered very reasonable for construction of public projects. Staff feels the change is reasonable and necessary for successful completion of the project, and therefore, recommends the approval of the \$20,000 increase in contract cost to cover the change order. We would be happy to answer any questions.

Budget Impact: \$ 20,000 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Funds are available in 4607134-551000-16024 since the project came in under the original budgeted CPO amount; the purchase order for Page Power System will be adjusted by an amount not to exceed \$20,000.

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

I move to approve a change order for Page Power Systems resulting in a contract increase of not more than \$20,000 and authorize the City Manager or designee to execute said change order, as presented and recommended by staff.

Attachments:

Change Order request and supporting documentation

PAGE

Power Systems, Inc.

QUOTATION

TO: MCKIM & CREED
ATTN: ZACHARY TRAMMEL, PE

FROM: GREG DILLS

SUBJECT: HENDERSONVILLE WWTP GENERATOR

DATE: 6/24/19

Zach,

The final pricing for the revised sheet S2 with helical piers is as follows:

- Generator slab extension per plan issued 1/22/19. CMH Solutions quote of \$4,930.00 plus 5% add \$5,189.00
- Deep Bore soil test, CMH Solutions quote of \$6,095.00 plus 5% add \$6,415.00
- Add helical pier system per revised plan sheet S2. CMH quote of \$39,942.00 plus 5% add \$42,044.00
- Foundation redesign per sheet S2. CMH quote of \$10,117.00 plus 5% add \$10,649.00
- Remob/regrade/replace formwork. CMH quote \$10,986.00 plus 5% add \$11,545.00
- Additional S&ME service. CMH quote \$1,971.79 plus 5% add \$2,075.00

Total add for all changes related to foundation redesign \$77,917.00. We are requesting a total of 126 day time extension. The days are based on the 91 days awarded by work change directive 01A, plus 35 days for the new pier and slab design. Please let me know if you need any further breakdown or supporting information.

Greg Dills

***CITY OF CHARLOTTE SBE CERTIFIED BUSINESS
NC HUB CERTIFIED WOMAN-OWNED BUSINESS***

3340 ROBINWOOD ROAD, SUITE 100-520, GASTONIA, NC 28054 704.864.7390 VOICE 866.332.3763 FAX

Subject: FW: Hendersonville WWTP Helical Design Change



Greg Dills <greg@pagepowersystems.com>
to Zachary Trammel

Mon, Jun 24, 8:24 AM

You are viewing an attached message. CMH Contracting Solutions Mail can't verify the authenticity of attached messages.

Zach,

This is the subcontractor pricing to support our change request.

Greg

From: Forrest Harrison [mailto:wayne@cmhsolutions.net]
Sent: Sunday, May 05, 2019 8:33 PM
To: Greg Dills <greg@pagepowersystems.com>
Subject: Hendersonville WWTP Helical Design Change

Greg,

I have reviewed the final design provided and find the following

- (1) The helical foundation as quoted as Option 2: Helical Pier Foundation System is in line with proposed design and will be provided at \$39,942.00.
- (2) The revised generator and switch gear foundations have added an additional approximate 8.5 cyds concrete and 1.2 tns rebar along with associated labor and equipment. The added cost for this is \$10,117.00
- (3) Change Order (3) indicates cost incurred to date for re-mobilization, regrading, removal and replacement of concrete form work @ \$10,986.00

Helical Pier System:	\$39,942.00	✓
Foundation Redesign:	\$10,117.00	✓
Remob/Regrade/Replace	\$10,986.00	✓
Generator Slab Ext.	\$ 4,930.00	✓
Deep Bore Soil Test	\$ 6,095.00	✓
Additional S&ME Service	<u>\$ 1,971.79 To Date</u>	✓
	\$74,041.79 Total Additional Cost To Date	

Please keep in mind that this is not inclusive of any additional required field engineering services as may be requested, as has been previously stated in Change Order 3 submission. The Helical Pier Subcontractor will provide system installation logs to the engineer of record so that a proper installation summary document can be generated for this project. This additional cost does not include for any additional engineering fees, load testing and or inspections.

Thanks,

F. Wayne Harrison
CMH Solutions, LLC
12305 Mayes Road
Huntersville, N.C. 28078
Cell #: 704-737-6647

PROJECT NAME: Henderson WTP Generator Site
 PROJECT LOCATION: Henderson N.C.
 OWNER:
 ENGINEER: McGill Associates

HELICAL PIER SYSTEM

J.C.C.	ITEM	QTY.	UNIT	MAT'L	0.080%	LABOR	\$29.00	EQUIP.	SUBC.	LUMP SUM
0900	FUEL	233.97	gal	\$900.79	\$972.86	0	\$0.00	\$0	\$0	\$972.86
1010	UTILITIES & TOILET	0.84	WKS	\$62.67	\$67.68	0	\$0.00	\$0	\$0	\$67.68
1030	TRAVEL EXPENSE	0.84	WKS	\$0.00	\$0.00	15	\$435.00	\$376	\$0	\$811.03
1050	EQUIPMENT MAINTENANCE	0.84	WKS	\$41.78	\$45.12	6	\$174.00	\$0	\$0	\$219.12
1090	SUPERVISION	0.84	WKS	\$0.00	\$0.00	16	\$464.00	\$224	\$0	\$688.00
1110	BONDS & INSURANCE	0.84	WKS	\$0.00	\$0.00	0.00	\$0.00	\$0	\$627	\$626.71
1140	MOVING IN & OUT	0.84	WKS	\$0.00	\$0.00	12	\$348.00	\$168	\$650	\$1,166.00
1310	SOIL EXCAVATION									
	Helical Piers	15.00	EA	\$0.00	\$0.00	60	\$1,740.00	\$1,170	\$26,250	\$29,160.00
	Generator Module	34.00	CY	\$0.00	\$0.00	13	\$368.25	\$248	\$0	\$615.87
1890	FINAL CLEAN-UP	1	LS	\$0.00	\$0.00	12	\$348.00	\$57	\$0	\$405.00
TOTAL				\$1,005.24	\$1,085.66	134	\$3,877.25	\$2,242.65	\$27,526.71	\$34,732.28

MATERIAL COST		\$1,005.24
SALES TAX	8.000%	\$80.42
LABOR COST	\$29.00	\$3,877.25
EQUIPMENT COST		\$2,242.65
SUBCONTRACT COST		\$27,526.71
SUBTOTAL		\$34,732.28
PROFIT & OVERHEAD	15%	\$5,209.84
TOTAL BID		\$39,942.12

0.83561508 WEEKS

PROJECT NAME: Henderson WTP Generator Site
 PROJECT LOCATION: Henderson N.C.
 OWNER:
 ENGINEER: McGill Associates

FOUNDATION REDESIGN

J.C.C.	ITEM	QTY.	UNIT	MAT'L	0.080%	LABOR	\$29.00	EQUIP.	SUBC.	LUMP SUM
0900	FUEL	158.93	gal	\$611.86	\$660.81	0	\$0.00	\$0	\$0	\$660.81
1010	UTILITIES & TOILET	0.66	WKS	\$39.73	\$42.91	0	\$0.00	\$0	\$0	\$42.91
1030	TRAVEL EXPENSE	0.66	WKS	\$0.00	\$0.00	12	\$348.00	\$298	\$0	\$645.99
1050	EQUIPMENT MAINTENANCE	0.66	WKS	\$33.11	\$35.76	5	\$145.00	\$0	\$0	\$180.76
1090	SUPERVISION	0.66	WKS	\$0.00	\$0.00	14	\$406.00	\$196	\$0	\$602.00
1110	BONDS & INSURANCE	0.66	WKS	\$0.00	\$0.00	0.00	\$0.00	\$0	\$497	\$496.64
1140	MOVING IN & OUT	0.66	WKS	\$0.00	\$0.00		\$0.00	\$0	\$200	\$200.00
1310	SOIL EXCAVATION									
	generator Pad A	7.12	CY	\$0.00	\$0.00	14	\$412.96	\$349	\$0	\$761.84
	Switchgear	1.10	CY	\$0.00	\$0.00	2	\$51.04	\$43	\$0	\$94.16
1420	REINFORCING									
	SLABS									
	added switchgear footing	0.15	TN	202.50	\$218.70	5	\$130.85	\$21	\$0	\$370.99
	generator Pad A footing	0.96	TN	1,301.40	\$1,405.51	29	\$840.94	\$138	\$0	\$2,384.20
1450	POUR CONCRETE									
	SLABS									
	generator Pad A	7.12	CY	1,139.20	\$1,230.34	14.24	\$412.96	\$135	\$0	\$1,778.58
	Switchgear	1.10	CY	176.00	\$190.08	2.20	\$63.80	\$21	\$0	\$274.78
1890	FINAL CLEAN-UP	1	LS	\$0.00	\$0.00	9	\$261.00	\$43	\$0	\$303.75
TOTAL				\$3,503.80	\$3,784.11	106	\$3,072.56	\$1,244.09	\$696.64	\$8,797.39

MATERIAL COST		\$3,503.80
SALES TAX	8.000%	\$280.30
LABOR COST	\$29.00	\$3,072.56
EQUIPMENT COST		\$1,244.09
SUBCONTRACT COST		\$696.64
SUBTOTAL		\$8,797.39
PROFIT & OVERHEAD	15%	\$1,319.61
TOTAL BID		\$10,117.00

0.66218896 WEEKS

PROJECT NAME: Henderson WTP Generator Site
 PROJECT LOCATION: Henderson N.C.
 OWNER:
 ENGINEER: McGill Associates

REMOB/REGRADE/REPLACE

J.C.C.	ITEM	QTY.	UNIT	MAT'L	0.080%	LABOR	\$29.00	EQUIP.	SUBC.	LUMP SUM
0900	FUEL	236.39	gal	\$910.10	\$982.91	0	\$0.00	\$0	\$0	\$982.91
1010	UTILITIES & TOILET	0.98	WKS	\$59.10	\$63.83	0	\$0.00	\$0	\$0	\$63.83
1030	TRAVEL EXPENSE	0.98	WKS	\$0.00	\$0.00	18	\$522.00	\$443	\$0	\$965.23
1050	EQUIPMENT MAINTENANCE	0.98	WKS	\$49.25	\$53.19	6	\$174.00	\$0	\$0	\$227.19
1090	SUPERVISION	0.98	WKS	\$0.00	\$0.00	16	\$464.00	\$224	\$0	\$688.00
1110	BONDS & INSURANCE	0.98	WKS	\$0.00	\$0.00	0.00	\$0.00	\$0	\$739	\$738.72
1140	MOVING IN & OUT	0.98	WKS	\$0.00	\$0.00	16	\$464.00	\$224	\$700	\$1,388.00
1310	SOIL EXCAVATION									
	site	40.00	CY	\$0.00	\$0.00	13	\$371.20	\$314	\$0	\$684.80
1360	BACKFILL									
	site	20.00	CY	\$0.00	\$0.00	5	\$154.67	\$169	\$0	\$324.00
1410	FORM CONCRETE									
	SLABS									
	generator Pad A	89.00	SFT	355.98	\$384.46	44	\$1,290.43	\$211	\$0	\$1,886.25
	FOOTINGS									
	generator Pad A	89.25	SFT	267.75	\$289.17	29	\$854.12	\$140	\$0	\$1,283.19
1890	FINAL CLEAN-UP	1	LS	\$0.00	\$0.00	10	\$275.79	\$45	\$0	\$320.96
	TOTAL			\$1,642.18	\$1,773.55	158	\$4,570.21	\$1,770.60	\$1,438.72	\$9,553.08

MATERIAL COST		\$1,642.18
SALES TAX	8.000%	\$131.37
LABOR COST	\$29.00	\$4,570.21
EQUIPMENT COST		\$1,770.60
SUBCONTRACT COST		\$1,438.72
SUBTOTAL		\$9,553.08
PROFIT & OVERHEAD	15%	\$1,432.96
TOTAL BID		\$10,986.04

0.98495833 WEEKS

PROJECT NAME: Henderson WTP Generator Site
 PROJECT LOCATION: Henderson N.C.
 OWNER:
 ENGINEER: McGill Associates

GENERATOR SLAB EXTENSION

J.C.C.	ITEM	QTY.	UNIT	MAT'L	0.080%	LABOR	\$29.00	EQUIP.	SUBC.	LUMP SUM
0900	FUEL	87.21	gal	\$335.77	\$362.63	0	\$0.00	\$0	\$0	\$362.63
1010	UTILITIES & TOILET	0.36	WKS	\$21.80	\$23.55	0	\$0.00	\$0	\$0	\$23.55
1030	TRAVEL EXPENSE	0.36	WKS	\$0.00	\$0.00	6	\$174.00	\$164	\$0	\$337.53
1050	EQUIPMENT MAINTENANCE	0.36	WKS	\$18.17	\$19.62	2	\$58.00	\$0	\$0	\$77.62
1090	SUPERVISION	0.36	WKS	\$0.00	\$0.00	3	\$73.43	\$35	\$0	\$108.88
1110	BONDS & INSURANCE	0.36	WKS	\$0.00	\$0.00	0.00	\$0.00	\$0	\$273	\$272.54
1140	MOVING IN & OUT	0.36	WKS	\$0.00	\$0.00	0	\$0.00	\$0	\$0	\$0.00
1310	SOIL EXCAVATION									
	site	10.27	CY	\$0.00	\$0.00	3	\$95.31	\$81	\$0	\$175.82
1350	STONE									
	Generator Module Foundation	3.80	TN	\$118.94	\$128.46	1	\$36.37	\$6	\$21	\$191.68
1360	BACKFILL									
	site	10.27	CY	\$0.00	\$0.00	3	\$79.42	\$87	\$0	\$186.37
1410	FORM CONCRETE									
	SLABS									
	generator Pad A slab ext.	39.50	SFT	157.98	\$170.62	20	\$572.68	\$94	\$0	\$837.10
	FOOTINGS									
	generator Pad A slab ext.	8.15	SFT	24.44	\$26.39	3	\$77.95	\$13	\$0	\$117.10
1420	REINFORCING									
	SLABS									
	generator Pad A slab ext.	0.24	TN	270.38	\$292.02	5	\$136.37	\$22	\$0	\$450.72
	generator Pad A footing slab ext.	0.04	TN	48.71	\$52.61	1	\$24.57	\$4	\$3	\$84.20
1450	POUR CONCRETE									
	SLABS									
	generator Pad A slab ext.	3.11	CY	497.47	\$537.26	6.22	\$180.33	\$59	\$0	\$776.67
	FOOTINGS									
	generator Pad A slab ext.	0.40	CY	64.19	\$69.33	0.80	\$23.27	\$8	\$0	\$100.22
1451	FINISH CONCRETE									
	SLABS									
	generator Pad A slab ext.	12.44	SYD	9.33	\$10.07	4	\$119.02	\$19	\$0	\$148.59
	FOOTINGS									
	generator Pad A slab ext.	8.15	SYD	17.59	\$18.99	1	\$35.43	\$3	\$0	\$57.48
1890	FINAL CLEAN-UP	1	LS	\$0.00	\$0.00	0	\$0.00	\$0	\$0	\$0.00
TOTAL				\$1,584.77	\$1,711.55	58	\$1,686.13	\$594.57	\$296.44	\$4,288.70

MATERIAL COST		\$1,584.77
SALES TAX	8.000%	\$126.78
LABOR COST	\$29.00	\$1,686.13
EQUIPMENT COST		\$594.57
SUBCONTRACT COST		\$296.44
SUBTOTAL		\$4,288.70
PROFIT & OVERHEAD	15%	\$643.04
TOTAL BID		\$4,931.74

0.36339075 WEEKS

INVOICE



CMH Solutions, LLC
12305 Mayes Road
Huntersville, NC 28078

Invoice # : 915915
Invoice Date : 3/29/2019
Project : 144119003
Project Name : Hendersonville WWTP - Generator Pad
Terms : Due Upon Receipt
(Unless otherwise stated below)
Client Code : 114963

Attention: F. Wayne Harrison
Wayne@CMHSolutions.net

FOR PROFESSIONAL SERVICES RENDERED

Geotechnical Exploration
Hendersonville Waste Water Treatment Plant - Emergency Generator Pad
Hendersonville, NC

Per S&ME Proposal No. 14-1900104 dated February 12, 2019.

Lump Sum Amount Due :

\$5,300.00

+ 159.00

\$6,095.00

INVOICE TERMS: NET 30 DAYS

For Questions Regarding this Invoice,
Please Call Matt McCurdy at 828-483-3018

Remit to: S&ME, Inc.
PO Box 277523
Atlanta, GA 30384-7523 USA
Federal ID#56-0791580

INVOICE



CMH Solutions, LLC
12305 Mayes Road
Huntersville, NC 28078

Invoice # : 913517
Invoice Date : 3/6/2019
Project : 334119003
Project Name : Hendersonville WWTP Generator Pad
Terms : Due Upon Receipt
(Unless otherwise stated below)
Client Code : 114963

Attention: Mr. F Wayne Harrison
Wayne@CMHSolutions.net

FOR PROFESSIONAL SERVICES RENDERED

Construction Materials Testing
Hendersonville WWTP Generator Pad
99 Balfour Road
Hendersonville, NC

Per Proposal No. 33-1900024 dated January 31, 2019

2-DAYS SERVICE

Professional Services

Labor \$3,380.00

Total Professional Services : \$3,380.00

Expenses

Unit Pricing Expenses \$49.20

Total Expenses : \$49.20

Amount Due This Invoice : \$3,429.20

For Questions Regarding this Invoice,
Please Call Matt McCurdy at 828-483-3018

18114
1100 S

QR

$3429.20 / 2$
 $= \$1714.60$

1714.60
 $+ 15\%$

\$1,971.79

Remit to: S&ME, Inc.
PO Box 277523
Atlanta, GA 30384-7523 USA
Federal ID# 56-0791580



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 7/22/19

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 8/1/19

Nature of Item: Council Action

Summary of Information/Request:

Item # 06g

NCDOT Utility Agreements for Projects I-4400BB and I-4400C I-26 Improvements:

NCDOT will soon be making improvements to I-26 throughout Henderson County - from Buncombe County to US 64. I-4400BB consists of interstate improvements from US 64 to US 25 (Asheville Highway or the Mountain Home exit). I-4400C consists of I-26 improvements from US 25 (Asheville Highway or the Mountain Home exit) to the Buncombe County line. As part of the projects (scheduled to be bid together this autumn) NCDOT will relocate and add to the City's existing water distribution and sewer collection systems.

Note that per NC statute the City is responsible for 25% of the costs associated with utility relocation and 100% of utility "betterment" costs. There are several portions of the existing water distribution and sewer collection systems within the I-26 improvement limits that have been identified in our respective master plans as needing to be upgraded. Therefore, there are significant "betterment" costs associated with the projects. NCDOT has provided preliminary estimates for the utility work, however, it should be noted that they are currently refining the agreements and associated costs. The finalized agreements should be provided no later than mid-August.

We have attached draft copies of each utility agreement and ask that you allow the City Manager to execute the final version of each agreement. Note that a greenway agreement covering extension of the Clear Creek Greenway under the Clear Creek bridge will be executed separately from these utility agreements.

Budget Impact: \$ 3,332,000.00 (approximate) Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

It will be budgeted in a future year. NCDOT will request reimbursement upon completion of the projects.

Suggested Motion:

I move to approve the NCDOT Utility Agreements for Projects I-4400BB and I-4400C I-26 Improvements; and to authorize the City Manager to execute the finalized agreements for said work; as presented and recommended by staff.

Attachments:

Draft utility agreements including exhibits (hyperlinks to each Exhibit A (plans))

NORTH CAROLINA
HENDERSON COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 6/17/2019

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: I-4400BB

AND

WBS Elements: 34232.3.GV8

CITY OF HENDERSONVILLE

THIS 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, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project I-4400BB, in Henderson County, said plans consists of improvements to I-26 from US 64 to US 25; Henderson County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the Municipality for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

1. The Department shall place provisions in the construction contract for Project I-4400BB, Henderson County, for the contractor to adjust and relocate water and sewer lines. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".
2. The Municipality shall be responsible for water and sewer lines cost as shown on the attached Exhibit "A". The estimated cost to the Municipality is \$2,249,081.03 as shown on the attached

Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change. The Municipality shall reimburse the Department for said costs as follows:

REIMBURSEMENT TO THE DEPARTMENT

3. The Municipality shall reimburse the Department for said costs as follows:
 - A. Upon completion of the highway work, the Department shall submit an itemized invoice to the Municipality for costs incurred. Billing will be based upon the actual bid prices and actual quantities used.
 - B. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.
 - C. If the Municipality does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
 - D. Said interest rate shall be set upon final execution of the Agreement by the Department. The Municipality will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.
 - E. Any cost incurred due to additional utility work requested by the Municipality after award of the construction contract, shall be solely the responsibility of the Municipality. The Municipality shall reimburse the Department 100% of the additional utility cost.
 - F. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.
4. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Municipality shall assume normal maintenance operations to the said

utility lines. Upon completion of the construction of the highway project, the Municipality shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the Municipality shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Municipality upon completion of construction of the project and its acceptance by the Department from its contractor unless the Municipality notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.

5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.

- G. The Municipality obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

- H. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the Municipality's expense, the Municipality binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.

6. 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, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

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: _____

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

(SEAL)

(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)

TIP No.: I4400BB
 Route: I-26 from 0.05MI north of US-64 to 0.5MI south of US-25 (Asheville Hwy)
 Type of Work: Sewer and Water Line Construction
 V&M Project No. 031733-02
 Prepared By: ALH Rev. Date: 5/21/2019
 Requested By: SSD
 HENDERSON COUNTY

Exhibit B

Item No.	Type	Section No.	Description	ITEM TOTAL	City of Hendersonville Responsibility (25%)	City of Hendersonville Responsibility (100%- New Construction)	Unit
5325800000-E	U	1510	8" WATER LINE (DIP, PC350)	881		881	LF
5326200000-E	U	1510	12" WATER LINE (DIP, PC350)	1,173	813	360	LF
5326600000-E	U	1510	16" WATER LINE (DIP, PC250)	2,335		2,335	LF
5327000000-E	U	1510	20" WATER LINE (HDPE DR 9)	446		446	LF
5329000000-E	U	1510	DUCTILE IRON WATER PIPE FITTINGS	12,460	1,485	10,975	LB
5540000000-E	U	1515	6" GATE VALVE & VALVE BOX	8	1	7	EA
5546000000-E	U	1515	8" GATE VALVE & VALVE BOX	2		2	EA
5558000000-E	U	1515	12" GATE VALVE & VALVE BOX	5	2	3	EA
5570000000-E	U	1515	16" BUTTERFLY VALVE & VALVE BOX	6		6	EA
5588000000-E	U	1515	16" AIR RELEASE VALVE	5		5	EA
5588000000-E	U	1515	12" AIR RELEASE VALVE	1	1		EA
5589800000-E	U	1515	8" AIR RELEASE VALVE	1		1	EA
5648000000-N	U	1515	RELOCATE WATER METER	1	1		EA
5649000000-N	U	1515	RECONNECT WATER METER	2	2		EA
5666000000-E	U	1515	FIRE HYDRANT	7	1	6	EA
5673000000-E	U	1515	FIRE HYDRANT LEG	63	10	53	LF
5686500000-E	U	1515	WATER SERVICE LINE	36	36		LF
5692000000-E	U	1520	30" SANITARY GRAVITY SEWER (PVC, C900)	5		5	LF
5692000000-E	U	1520	30" SANITARY GRAVITY SEWER (PVC, C905)	416		416	LF
5776000000-E	U	1525	5' DIA UTILITY MANHOLE	2		2	EA
5804000000-E	U	1530	ABANDCN 12" UTILITY PIPE	884	884		LF
5815500000-N	U	1530	REMOVE FIRE HYDRANT	1	1		EA
5835700000-E	U	1540	16" ENCASEMENT PIPE (0.25" THICK)	78		78	LF
5836000000-E	U	1540	24" ENCASEMENT PIPE (0.50" THICK)	109		109	LF
5836200000-E	U	1540	30" ENCASEMENT PIPE (0.50" THICK)	239		239	LF
5835000000-E	U	1540	54" ENCASEMENT PIPE (0.50" THICK)	360		360	LF
5872500000-E	U	1550	BORE AND JACK OF 16" STEEL ENCASEMENT PIPE	32		32	LF
5872500000-E	U	1550	BORE AND JACK OF 24" STEEL ENCASEMENT PIPE	109		109	LF
5872500000-E	U	1550	BORE AND JACK OF 30" STEEL ENCASEMENT PIPE	239		239	LF
5872500000-E	U	1550	BORE AND JACK OF 54" STEEL ENCASEMENT PIPE	360		360	LF
5872600000-E	U	1550	DIRECTIONAL DRILLING OF 20" HDPE DR9	446		446	LF
5882000000-N	U	1550	THRUST COLLAR	2		2	EA
5888000000-E	U	1550	8" RESTRAINED JOINT ADDER FOR DI WATER PIPE	71		71	LF
5888000000-E	U	1550	12" RESTRAINED JOINT ADDER FOR DI WATER PIPE	160		160	LF
5888000000-E	U	1550	16" RESTRAINED JOINT ADDER FOR DI WATER PIPE	1,221		1,221	LF
					\$23,232.53	\$2,225,848.50	

Total Cost of City of Hendersonville ==>>

\$2,249,081.03

NORTH CAROLINA
HENDERSON COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 6/17/2019

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: I-4400C

AND

WBS Elements: 34232.3.5

CITY OF HENDERSONVILLE

THIS 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, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project I-4400C, in Henderson County, said plans consists of improvements to I-26 from US 25 Business to NC 280; Henderson County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the Municipality for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

1. The Department shall place provisions in the construction contract for Project I-4400C, Henderson County, for the contractor to adjust and relocate water lines. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".
2. The Municipality shall be responsible for water lines cost as shown on the attached Exhibit "A". The estimated cost to the Municipality is \$1,082,633.15 as shown on the attached Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change. The Municipality shall reimburse the Department for said costs as follows:

REIMBURSEMENT TO THE DEPARTMENT

3. The Municipality shall reimburse the Department for said costs as follows:
 - A. Upon completion of the highway work, the Department shall submit an itemized invoice to the Municipality for costs incurred. Billing will be based upon the actual bid prices and actual quantities used.
 - B. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.
 - C. If the Municipality does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
 - D. Said interest rate shall be set upon final execution of the Agreement by the Department. The Municipality will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.
 - E. Any cost incurred due to additional utility work requested by the Municipality after award of the construction contract, shall be solely the responsibility of the Municipality. The Municipality shall reimburse the Department 100% of the additional utility cost.
 - F. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.
4. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Municipality shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the Municipality shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the Municipality shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Municipality upon completion of construction of the project and its acceptance by

the Department from its contractor unless the Municipality notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.

5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.

- G. The Municipality obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

- H. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the Municipality's expense, the Municipality binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.

6. 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, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

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: _____

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

(SEAL)

(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)

Exhibit B

TIP No: I-4400C
 LRA BEST AREA ASSOCIATED WITH LRA FROM 0.9MI SOUTH OF US
 Route: 25 (ASHEVILLE HIGHWAY) TO 0.3MI SOUTH OF NC 280 (AIRPORT
 ROAD)
 Type of Work: Sewer and Water Line Construction
 V&M Project No: 031732-09 & 031733-01
 Prepared By: ALH
 Requested By: DWH SSD
 BUNCOMBE AND HENDERSON COUNTIES
 Revision Date: 5/17/2019

Item No.	Type	Section No.	Description	ITEM TOTAL	City of Hendersonville Responsibility (25%)	City of Hendersonville Responsibility (Betterment)	City of Hendersonville Responsibility (Betterment- New line)	Unit
5325400000-E	U	1510	4" WATER LINE	316				LF
5325600000-E	U	1510	6" WATER LINE (DIP, PC350)	4,358	4			LF
5325800000-E	U	1510	8" WATER LINE (DIP, PC350)	2,980	1,252		014	LF
5326000000-E	U	1510	10" WATER LINE (DIP, PC350)	5,825	2,854	014	2,157	LF
5327000000-E	U	1510	20" WATER LINE (HDPE DR 9)	671	471		200	LF
5329000000-E	U	1510	DUCTILE IRON WATER PIPE FITTINGS	29,820	17,620		8,560	LB
5538000000-E	U	1515	4" GATE VALVE & VALVE BOX	4				EA
5540000000-E	U	1515	6" GATE VALVE & VALVE BOX	14	6		3	EA
5546000000-E	U	1515	8" GATE VALVE & VALVE BOX	9	3		2	EA
5570000000-E	U	1515	10" BUTTERFLY VALVE & VALVE BOX	18	11		7	EA
5571800000-E	U	1515	3" TAPPING SLEEVE & VALVE	1	1			EA
5580000000-E	U	1515	10" AIR RELEASE VALVE	4	2		2	EA
5586000000-E	U	1515	6" AIR RELEASE VALVE	3				EA
5589000000-E	U	1515	5" AIR RELEASE VALVE	3			1	EA
5648000000-N	U	1515	RELOCATE WATER METER	3	1			EA
5649000000-N	U	1515	RECONNECT WATER METER	16	15			EA
5656400000-E	U	1515	4" RPZ BACKFLOW PREVENTION ASSEMBLY	2				EA
5666000000-E	U	1515	FIRE HYDRANT	10	4		3	EA
5673000000-E	U	1515	FIRE HYDRANT LEG	93	37		36	LF
5685500000-E	U	1515	WATER SERVICE LINE	1,450	776			LF
5689000000-E	U	1515	FLOW METER VAULT ASSEMBLY (COMPLETE)	2				EA
5689000000-E	U	1515	BELOW GROUND BACKFLOW ENCLOSURE	2				EA
5691200000-E	U	1520	6" SANITARY GRAVITY SEWER (DIP, PC350)	126				LF
5703000000-E	U	1521	6" FORGE MAIN SEWER (HDPE)	325				LF
5691300000-E	U	1520	8" SANITARY GRAVITY SEWER (DIP, PC350)	3,246				LF
5768000000-N	U	1520	6" SANITARY SEWER CLEAN-OUT	2				EA
5775000000-E	U	1525	4" DIA UTILITY MANHOLE	21				EA
5798000000-E	U	1530	ABANDON 4" UTILITY PIPE	370	370			LF
5800000000-E	U	1530	ABANDON 6" UTILITY PIPE	1,065				LF
5801000000-E	U	1530	ABANDON 8" UTILITY PIPE	4,284	1,228			LF
5810000000-E	U	1530	ABANDON 10" UTILITY PIPE	3,303	3,303			LF
5815000000-N	U	1530	REMOVE WATER METER	2				EA
5815500000-N	U	1530	REMOVE FIRE HYDRANT	5	4			EA
5820000000-N	U	1530	REMOVE UTILITY MANHOLE	22	1			EA
5835500000-E	U	1540	8" ENCASEMENT PIPE (0.25" THICK)	160				LF
5835700000-E	U	1540	10" ENCASEMENT PIPE (0.25" THICK)	203	98		105	LF
5835800000-E	U	1540	20" ENCASEMENT PIPE (0.25" THICK)	200				LF
5836000000-E	U	1540	24" ENCASEMENT PIPE (0.50" THICK)	590	200			LF
5836200000-E	U	1540	30" ENCASEMENT PIPE (0.50" THICK)	35	35			LF
5872500000-E	U	1550	BORE AND JACK OF 10" STEEL ENCASEMENT PIPE	203	98		105	LF
5872500000-E	U	1550	BORE AND JACK OF 20" STEEL ENCASEMENT PIPE	200				LF
5872500000-E	U	1550	BORE AND JACK OF 24" STEEL ENCASEMENT PIPE	590	200			LF
5872800000-E	U	1550	DIRECTIONAL DRILLING OF 6" (HDPE DR9)	245				LF
5872800000-E	U	1550	DIRECTIONAL DRILLING OF 20" (HDPE DR9)	671	471		200	LF
5882000000-N	U	1550	THRUST COLLAR	13	13			EA
5888000000-E	U	1550	6" RESTRAINED JOINT ADDER FOR DI WATER PIPE	61	4			LF
5888000000-E	U	1550	8" RESTRAINED JOINT ADDER FOR DI WATER PIPE	1,095	625			LF
5888000000-E	U	1550	10" RESTRAINED JOINT ADDER FOR DI WATER PIPE	1,037	1,037			LF
					\$386,933.55	\$40,700.00	\$654,999.60	

Total Cost of City of Hendersonville ==>> \$1,082,633.15



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 7/24/19

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 8/1/19

Nature of Item: Council Action

Summary of Information/Request:

Item # 06h

Award of Engineering Contract for Church and King Streets Water and Sewer Improvements:

NCDOT has approached the City requesting that any improvements to existing water and sewer infrastructure along Church and King Streets around downtown be completed soon. They are projecting that these roads will be significantly improved possibly in spring of 2021 (they are in the process of finalizing the construction schedule) and do not want there to be any impacts to their roads due to failing infrastructure. Therefore a water and sewer improvement project was prioritized as part of the City's CIP. Staff recently completed the Request for Qualifications process in order to select a firm to design, permit, bid and administer the project. Upon reviewing the qualification statements, staff selected WithersRavenel to perform this work.

Staff is asking Council to allow the City Manager to execute an engineering agreement with WithersRavenel to complete the design, permitting, bidding, award and construction management work associated with the Church and King Streets Water and Sewer Improvements Project. Please let us know if you have any questions.

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

There are funds set aside for this project as part of a Capital Project Ordinance. Fees will be established as part of the contract negotiation.

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

I move to approve the selection of WithersRavenel for design, permitting, bidding and construction management of the Church and King Streets Water and Sewer Improvements Project; to authorize staff to negotiate an engineering agreement; and to authorize the City Manager to execute said agreement for the work.

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 7/22/19

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 8/1/19

Nature of Item: Council Action

Summary of Information/Request:

Item # 06i

On-call Water Distribution and Sewer Collection Hydraulic Modeling:

The City had retained the services of Hazen and Sawyer to complete a water system modeling project and Water System Master Plan, as well as various on-call hydraulic water modeling contracts. Staff has requested a new proposal and on-call hydraulic water and sewer modeling agreement from Hazen and Sawyer for the 2019-2020 fiscal year. We ask that Council approve the proposal for this work and authorize the City Manager to execute the on-call agreement and amendment with Hazen and Sawyer for this work. Please let us know if you have any questions. Thank you.

Budget Impact: \$ 66,500 _____ Is this expenditure approved in the current fiscal year budget? Yes 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 provide on-call hydraulic water and sewer modeling services and to authorize the City Manager to execute an agreement and amendment for said work; as presented and recommended by staff.

Attachments:

Short-form engineering agreement and amendment for on-call modeling services with proposal from Hazen and Sawyer

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR ON-CALL PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between the City of Hendersonville (“Owner”) and Hazen and Sawyer (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

On-call water distribution and sewer collection hydraulic modeling (“Project”).

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by an amendment to this Agreement. This Agreement sets forth the general terms and conditions which shall apply to all amendments duly executed under this Agreement.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. Specific services will be detailed in a duly executed amendment for each Specific Project. Each amendment will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any future amendments.
- C. This Agreement shall be effective and applicable to future amendments issued hereunder for five (5) years from the Effective Date of the Agreement.
- D. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each amendment. With respect to the scope of Engineer’s services, each specific amendment shall be accompanied by and incorporate a customized Exhibit prepared for the Specific Project. Each duly executed amendment shall be subject to the terms and conditions of this Agreement.
- E. Engineer will commence performance as set forth in the amendment and shall provide, or cause to be provided, the services set forth in the amendment.
- F. The Effective Date of the amendment and the times for completing services or providing deliverables will be stated in each amendment. Engineer is authorized to begin rendering services under an amendment as of the Effective Date of the amendment. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. Owner shall pay Engineer as set forth in each Specific Project amendment, pursuant to the applicable terms of this Agreement.
- B. Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Agreement.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a justified termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this

Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service and as such are property of the Owner.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
 - 1. Worker's Compensation: The Engineer agrees during the pendency of any agreement with the City to carry Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee; and \$500,000 bodily injury by disease, policy limit.
 - 2. Commercial General Liability: The Engineer agrees during the pendency of any agreement with the City to carry Commercial General Liability Insurance. Coverage shall have minimum limits of \$1,000,000 general aggregate, products/completed operations aggregate, personal and advertising injury and each occurrence. This shall include premises and operations, broad form property damage, XCU coverage and contractual liability. The coverage shall be written on an occurrence basis.
 - 3. Business Auto Liability: The Engineer agrees during the pendency of any agreement with the City to carry Business Auto liability insurance. Coverage shall have a minimum limit of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.
 - 4. Current valid insurance policies meeting the requirements herein identified shall be maintained by the Engineer. Renewal certificates shall be sent to the City 30 days prior to any expiration date. There shall also be a 30-day notification to the City in the event of cancellation or modification of any stipulated insurance coverage. Certificates of Insurance meeting the required insurance provisions shall be forwarded to the City of Hendersonville prior to the start of any work. Wording on certificate, which states that no liability shall be imposed upon the company for failure to provide such notice, is not acceptable. It shall be the responsibility of the Engineer to insure that all subconsultant comply with the same insurance requirements that the Engineer is required to meet.
- I. The Owner agrees to indemnify, and save harmless the Engineer, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses (not including cost of defense, investigation, and reasonable attorney's fees), which the Engineer, its agents, employees, and subcontractors may incur, become responsible for, or payout as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by the Owner's negligence or willful misconduct.

- J. The Engineer agrees to indemnify, and save harmless the Owner from and against any and all losses, liabilities, and costs and expenses (not including cost of defense, investigation, and reasonable attorney's fees) which the Owner may incur, become responsible for, or payout as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Engineer's negligence or willful misconduct.
- K. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- L. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- M. This Agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.
- N. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C.

§§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Amendments for Specific Projects

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Hendersonville

Engineer: Hazen and Sawyer

By: _____
Print name: John F. Connet
Title: City Manager
Date Signed: _____

By: 
Print name: JEFFREY R CRUICKSHANK
Title: ASSOCIATE VICE PRESIDENT
Date Signed: 7/18/2019

Engineer License or Firm's Certificate No. (if required):

C-0381

State of: North Carolina

Address for Owner's receipt of notices:

305 Williams Street
Hendersonville, NC 28792

Address for Engineer's receipt of notices:

4011 WestChase Blvd, Suite 500
Raleigh, NC 27607

Amendment 1 to On-Call Professional Services Agreement – See Attached Exhibit A

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 _____ 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 \$66,500.00.

The Effective Date of this Amendment is _____.

OWNER:

By: _____

Title: City Manager

Date
Signed: _____

ENGINEER:

By: 

Title: Associate Vice President

Date
Signed: 7/18/2019

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

EXHIBIT A

July 18, 2019

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

Re: Proposal for On-call Hydraulic Modeling Projects

Dear Brent:

Hazen and Sawyer is pleased to provide this proposal for on-call hydraulic modeling projects. These projects will assist city staff by providing additional information about the water distribution system and additional support for recommendations in the water system master plan.

Background Information

Hazen and Sawyer created and calibrated a new hydraulic model of Hendersonville's distribution system as part of a Water System Hydraulic Modeling Project that was completed in 2014.

In June 2017 Hazen and Sawyer completed a Water System Master Plan project that included updating the model's demands, performing additional fire flow tests, calibrating the model and updating fire flow maps.

The proposed project will use the model to complete the following tasks requested by city staff, beyond the scope of the master plan.

Scope of Work

- 1. Complete prioritization of CIP projects and rehabilitation & replacement of water mains.** This work will comprise finishing Phase II of the Prioritization project. Remaining tasks include finalizing tables and maps, a Skype meeting with City staff, and preparing draft and final technical memos.
- 2. ISO maps and tables.** This task will include updating the water system model using current GIS and billing records, performing additional fire flow tests, checking model calibration and updating fire flow maps in accordance with ISO requirements.
- 3. Perform other water modeling tasks as requested.** Hazen and Sawyer will perform other water system modeling as requested by city staff, up to the billing limits of the project. Each task will be summarized in a technical memo or PowerPoint presentation, as requested.
- 4. Perform wastewater modeling tasks as requested.** Hazen and Sawyer will perform wastewater collection system modeling as requested by City staff, utilizing the City's existing sewer model, up to the billing limits of the project. Each task will be summarized in a technical memo or PowerPoint presentation, as requested.

Deliverables

Hazen will provide detailed emails or PowerPoint presentations that explain each assignment, list assumptions and summarize modeling results for discussion and review. Technical memos will be prepared, if requested.

Proposed Fee

We propose billing at the following hourly rates, which will remain in effect through June 30, 2020:

- \$50.00 per hour for Interns
- \$75.00 per hour for Technical Editors
- \$95.00 per hour for Assistant Engineers
- \$125.00 per hour for Principal Engineers
- \$140.00 per hour for Senior Field Coordinators
- \$140.00 per hour for Senior Principal Engineers
- \$175.00 per hour for Associates
- \$200.00 per hour for Senior Associates
- \$250.00 per hour for Vice Presidents

Expenses will be billed at cost, including travel expenses at \$0.58 per mile. The total fee will not exceed SIXTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$66,500.00) without further authorization.

Schedule

We will begin each project within 30 days of authorization to proceed.

Cooperation by the City

This proposal assumes the City of Hendersonville will provide the required data and details to complete each requested task.

Please call if you have any questions about this proposal.

Sincerely yours,
HAZEN AND SAWYER



Crystal M. Broadbent, PE
Associate



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Murr

Department: Admin

Date Submitted: 7/24/2019

Presenter: Lew Holloway

Date of Council Meeting to consider this item: 8/1/2019

Nature of Item: Council Action

Summary of Information/Request:

Item # 06j

Approval of a budget amendment to increase funds for the Main Street Public Restroom Project. The amendment adjusts allocated funds for professional services, change orders and other expenditures for a total of \$84,946. Detail on the amendment's proposed changes may be found attached.

Additional approval of Change Orders # G-4 & G-5 for the addition of needed structural enhancements in the 1st floor ceiling and building roof. Documents further detailing the Change Order are also attached to the agenda item.

Budget Impact: \$ 35,321 _____ Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Suggested Motion:

I move City Council to approve the budget amendment and Change Orders G-4 & G-5 for the Main Street Public Restroom Project.

Attachments:

1. Budget Amendment
2. Change Orders G-4 & G-5 and Medlock Engineering's recommendations with notes from Dunlap Construction.

BUDGET AMENDMENT

FUND: 20 | 410

ACCOUNT NUMBER					
ORG	OBJECT	PROJECT	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
4104750	998020	18029	TRANSFER IN FROM MS FUND	67,446	
4104750	498207	18029	DONATIONS/CONTRIBUTIONS	17,500	
4104750	553000	18029	NON-CAPITAL EQUIPMENT	15,000	
4104750	558000	18029	CAP OUTLAY BUILDINGS	38,271	
4104750	551000	18029	CAP OUTLAY SERVICES AND FEES	34,399	
4104750	557000	18029	LAND		2,724
FUND 410			TOTAL REVENUES	84,946	-
			TOTAL EXPENDITURES	87,670	2,724
204750	999410		TRANSFER TO CPF FUND	67,446	
200090	499200		FUND BALANCE APPROPRIATION	21,498	
204750	550000		NON-CAPITAL EQUIPMENT		10,000
204750	512100		SALARIES & WAGES REG.		18,232
204750	518100		FICA TAX EXPENSE		1,395
204750	518200		RETIREMENT EXPENSE		1,632
204750	518300		GROUP MED. INS.		3,689
204750	560300		FAÇADE GRANT		6,000
204750	552000		CAP OUTLAY EQUIPMENT		5,000
FUND 20			TOTAL REVENUES	21,498.00	-
			TOTAL EXPENDITURES	67,446	45,948

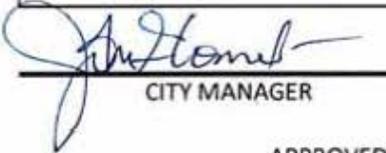
84,946.00

84,946.00

21,498.00

21,498.00

An amendment to cover a change order and other associated expenses related to the Main St. public restroom project. The amendment will specifically adjust funds for professional services, change orders, and other expenditures. **Professional services changes** include: (1) \$19,500 for Samsel Architecture for construction services and administration and (2) \$3,200 for Medlock Engineering Structural consulting. **Change orders** include: (1) \$2,950 for beam cutting and support, (2) \$35,321 for floor, ceiling, and roof structural work, and (3) \$2,500 for the vault's concrete finishing. **Other expenditures changes** include: (1) \$6,476 for I.T. costs associated with VC3, (2) \$10,000 for services from Baker Property Services, and (3) \$15,000 for furniture, signage, and finish items.


CITY MANAGER

Date: 7-24-19

APPROVED BY CITY COUNCIL:

DATE: 8/1/2019



Change Order Request G-5

720B North Grove Street
Hendersonville, NC 28792

Phone: (828) 697-9598

CHANGE ORDER REQUEST	DATE
125 5 th Avenue West Public Restrooms and Downtown Program Offices	7/12/19

TO

Samsel Architects, P.A.
Attn: Margaret Chandler
60 Biltmore Ave, Suite 240
Asheville, NC 28801

City of Hendersonville Downtown
Economic Development
Attn: Lew Holloway
145 5th Ave. East
Hendersonville, NC 28792

Project Description: Upper level Changes 2 nd Floor	AMOUNT
Change Order Request per Medlock & Assoc Letter dated July 10: Add HSS 8x2x1/4 tube per BD-1. Add 2x8 blocking between each span of ceiling joist at 1/3 points with blocking tight against bottom of floor joist above. Blocking to be attached with Simpson A35 clip at each end.	
Steel & Installation	\$2,030.00
Labor	\$6,000.00
Material	\$3,200.00
Bonding	\$340.00
Supervision, Overhead, Profit	\$1,735.00
<i>Thank you for your business!</i>	TOTAL ADD \$13,305.00

If you have any questions about this change order, please contact Dennis Dunlap, (828) 697-9598,
dunlapconstructionco@hotmail.com



Change Order Request G-4

720B North Grove Street
Hendersonville, NC 28792

Phone: (828) 697-9598

CHANGE ORDER REQUEST	DATE
125 5 th Avenue West Public Restrooms and Downtown Program Offices	7/12/19

TO

Samsel Architects, P.A.
Attn: Margaret Chandler
60 Biltmore Ave, Suite 240
Asheville, NC 28801

City of Hendersonville Downtown
Economic Development
Attn: Lew Holloway
145 5th Ave. East
Hendersonville, NC 28792

Project Description: Roof Breakdown	AMOUNT
Change Order Request per Medlock & Assoc Letter dated July 10: <ul style="list-style-type: none"> New rafters below existing rafters with bottom of new rafters bearing on the steel beam bottom flange with solid blocking between the new rafters on each end with powder attenuated fastener to the steel beam web. Install 2x6 vertical plates at 1/3 points. Install R-49 batt insulation. 	
Material	\$6,450.00
Labor	\$7,000.00
Insulation & installation	\$4,363.00
Bonding	\$534.00
Supervision, Overhead, Profit	\$3,669.00
<i>Thank you for your business!</i>	TOTAL ADD \$22,016.00

If you have any questions about this change order, please contact Dennis Dunlap, (828) 697-9598,
dunlapconstructionco@hotmail.com



Ms. Margaret Chandler
Samsel Architects
60 Biltmore Avenue
Asheville, NC 28801

July 10, 2019

Subject: Structural Engineering Report – Roof and Upper Level Floor Framing Evaluation
125 Fifth Street, Hendersonville, NC
Project Number: 578518

Dear Ms. Chandler:

Medlock & Associates Engineering, PA (MAE) provided engineering for the foundation and main level floor framing upgrades at the 125 Fifth Avenue building; see our drawings dated May 23, 2019, Revision 3. It was recently brought to our attention that the upper level floor and roof framing were of concern. A MAE representative made a site visit on June 27, 2019 to document existing conditions. Based on our site observations, limited analysis, and prior experience with similar situations, we have developed the following comments:

1. Design Criteria:

Roof: Dead Load = 15 PSF, Live Load = 20 PSF

Upper Level Floor: Dead Load = 20 PSF, Live Load = 50 PSF (office)

2. The existing steel roof beams are sufficient for the required uniform live load of 20 PSF.
3. The existing rough cut 2x6 rafters at 24 inches on center would need to have a #1 SYP 2x8 rafter sistered to each or provided below.
4. The existing rough cut 2x8 rafters at 24 inches on center would need to have additional #1 SYP 2x10 rafters sistered to each or provided below.
5. New rafters notched at bearing on top of the steel beam 2x nailer plate should be attached using Simpson A35 clips extending from the bottom of the rafter. **New rafters provided below existing rafters will need to be attached to existing rafters with 2x6 vertical plates or plywood/OSB gussets at third points. Provide 2x blocking in the steel beam web and attach new rafter bearing ends using Simpson A35 clips. Blocking should be through bolted or powder attenuated fastened to the steel beam web.**
6. The 14 inch tall upper level steel beams are sufficient for the required 50 PSF office loads, including the dead load of the new finishes.
7. The single 10 inch tall steel beam near the back will need to be upgraded to handle the 50 PSF office loads, including the dead load of new finishes. This can be accomplished by adding an HSS 8x2x1/4 tube steel beam (oriented in the weak axis) and stitch welding (3-12) to each edge of the bottom flange. The new tube steel beam can be $\frac{3}{4}$ the full span of the existing beam and should be centered on the existing bottom flange. See BD-1. Caution should be taken during field welding to prevent damage to wood framing and or cause fires.
8. The existing 2x8 upper level joists (at 24 inches on center) shall be upgraded by providing 2x8 solid blocking between them at third points. Clip blocking to joists using one A35 clip each end. Attach each ceiling joist (at 16 inches on center) to the blocking locations using Simpson H3 or H8 ties. **As an alternate, the 2x8 blocking can be added at third points between the ceiling joists, moved up tight against bottom of the joists, attached using A35 clips to the ceiling joists.** See BD-2.
9. Ensure all joists and ceiling joists are attached to the existing 2x blocking in the steel beam web and using Simpson A35 clips or joists hangers.

1 of 2

Check in field -

2nd Floor

Rear bay @ Vault

10. The upper level 2x10 joists at 16 inches on center are sufficient for the uniform loading conditions.
11. Ensure that all framing members are installed per code, including minimum bearing requirements, and that no member is notched, bored, or cut without prior approval from the engineer of record.
12. All sistered members shall be attached using 10d nails at 16 inches on centered staggered.
13. All Simpson connectors and associated fasteners shall be installed per the manufacturer's specifications, including corrosion protection (minimum ZMAX® or H.D.G.) where in contact with PT materials or exposed to the elements. General Contractor shall be responsible to coordinate appropriate nail coating for P.T. wood contact.
14. Contact the engineer during construction if unforeseen conditions are discovered, or to make additional recommendations regarding beam installation, if necessary.

This report shall not supersede the State Code or local building codes as they apply. All construction shall proceed in accordance with requirements of the current edition of the North Carolina Building Code.

The scope of this report is limited to matters discussed herein and is based solely on review of the provided plans. No opinion is offered, and none should be inferred, regarding other aspects of this structure or the structure taken as a whole. MAE makes no claims pertaining to the subsurface conditions or their ability to support the required loads. For further information regarding subsurface conditions or slope stability we recommend contacting a geotechnical engineer.

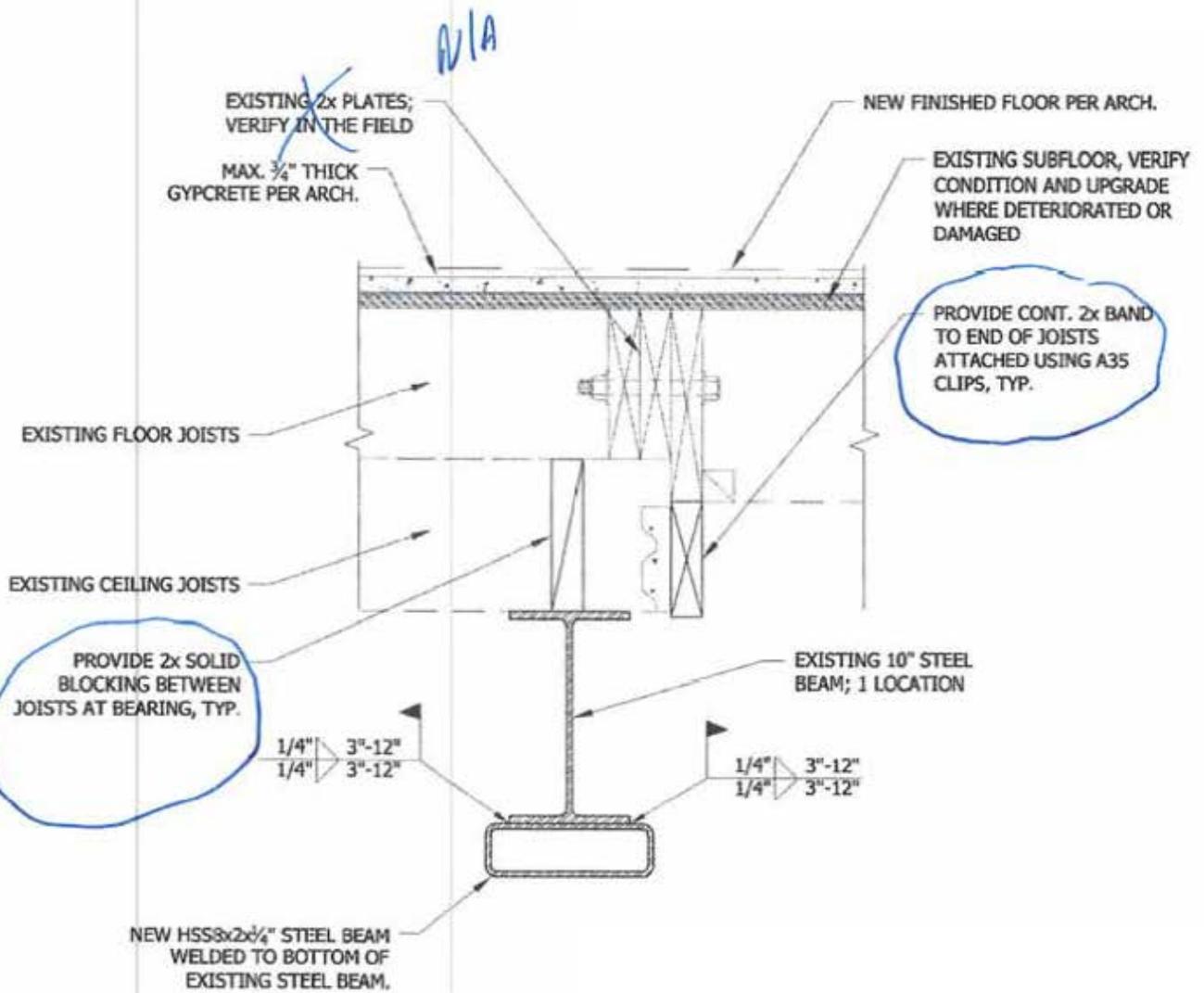
We are pleased to be of service. If you have any questions regarding this report or require further assistance, please call.

Sincerely,
Medlock & Associates Engineering, P.A., Cert. #C3133:


 John M. Chase
 Project Manager, Secretary/Treasurer


 Edward K. Medlock, PE
 Principal Engineer, President

07-10-19



1 STEEL BEAM AND FLOOR FRAMING UPGRADES
BD-1 SCALE: 1-1/2"=1'-0"

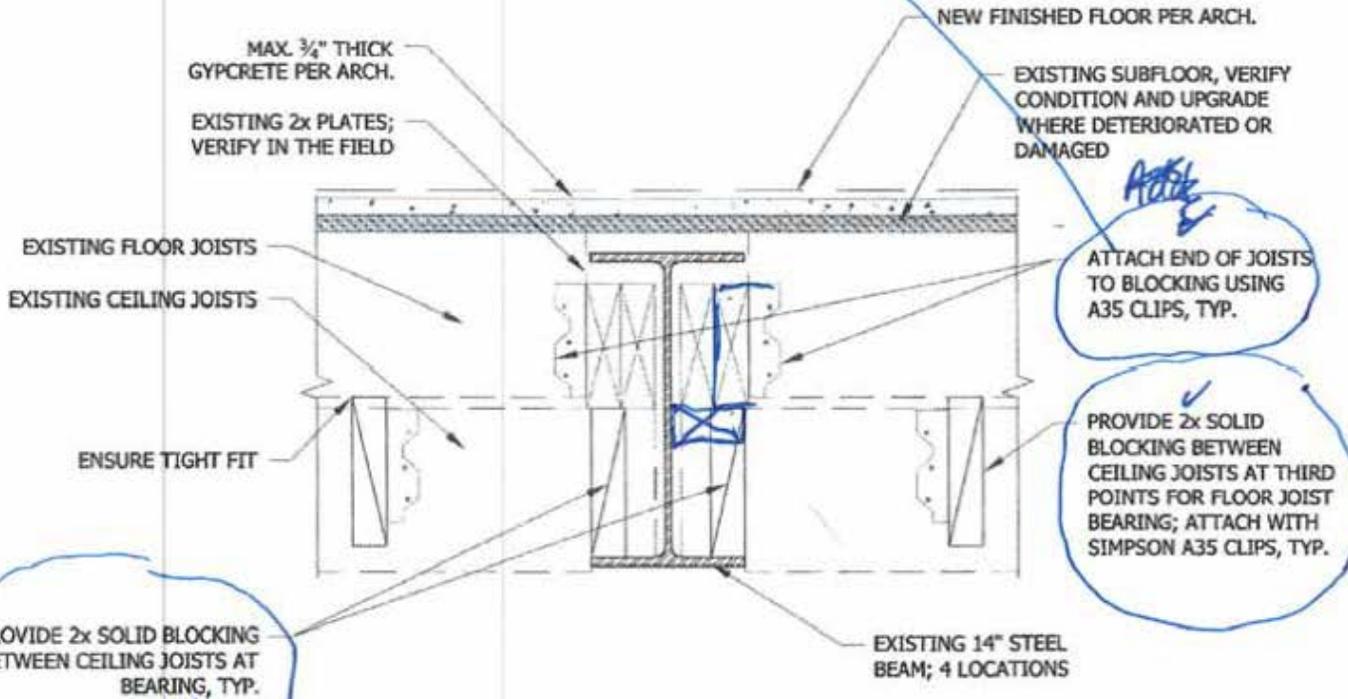
07-10-19

CITY OF HENDERSONVILLE 125 FIFTH STREET STEEL BEAM UPGRADES	
DRAWN: JMC	SCALE: 1-1/2"=1'-0"
CHECKED: EKM	DATE: 07-10-2019
PROJ. NO: 578518	REVISION: 0

MEDLOCK & ASSOCIATES
 ENGINEERING, P.A.
 53 Ashland Avenue, Suite 101, Asheville NC 28901
 PH: 828-232-4448, NC Cert. #C-3133
 STRUCTURAL • CONSULTING • CONSTRUCTION ASSISTANCE

NORTH CAROLINA
 PROFESSIONAL
 SEAL
 ENGINEER
 EDWARD K. MEDLOCK

N/A HAS 2x6 Ledger on top of ceiling joists



PROVIDE 2x SOLID BLOCKING BETWEEN CEILING JOISTS AT BEARING, TYP.
Add

ATTACH END OF JOISTS TO BLOCKING USING A35 CLIPS, TYP.
Add

PROVIDE 2x SOLID BLOCKING BETWEEN CEILING JOISTS AT THIRD POINTS FOR FLOOR JOIST BEARING; ATTACH WITH SIMPSON A35 CLIPS, TYP.

2 STEEL BEAM AND FLOOR FRAMING UPGRADES
BD-2 SCALE: 1-1/2"=1'-0"

07-10-19

CITY OF HENDERSONVILLE 125 FIFTH STREET STEEL BEAM UPGRADES	
DRAWN: JMC	SCALE: 1-1/2"=1'-0"
CHECKED: EKM	DATE: 07-10-2019
PROJ. NO: 578518	REVISION: 0

MEDLOCK & ASSOCIATES
ENGINEERING, PA
53 Asheland Avenue, Suite 101, Asheville NC 28801
PH: 828-232-4448, NC Cert. #C-3133
STRUCTURAL • CONSULTING • CONSTRUCTION ASSISTANCE

NORTH CAROLINA
PROFESSIONAL
ENGINEER
EDWARD K. MEDLOCK



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Chief Herbert Blake

Department: Police

Date Submitted: 07/26/2019

Presenter: Chief Herbert Blake

Date of Council Meeting to consider this item: 08/01/2019

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 06a

The Hendersonville Police Department would like to introduce the following individuals:

Police Officer Stephen McDonald-started with HPD on March 23, 2019. Stephen graduated Basic Law Enforcement Training from Blue Ridge Community College on March, 2019. Stephen graduated from West Henderson High School in 2017.

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

Suggested Motion:

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 7/23/19

Presenter: Susan Frady, Development Asst Director

Date of Council Meeting to consider this item: 8-1-19

Nature of Item: Council Action

Summary of Information/Request:

Item # 07

The Development Assistance Department has received an application from Pastor Jonathan Christensen of Mount Pisgah Lutheran Church for a zoning text amendment to allow animated signs in the HMU, Highway Mixed Use District. The staff has added the requirement that the property must front on a thoroughfare.

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 3.

Attachments:

Memo
Ordinance
HMU Zoning Map

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Development Assistance Department
RE: Text Amendment of Article XIII Sign Regulation Maintenance and Enforcement
Section 13-1-5 Animated and Illuminated Signs
FILE #: P19-20-ZTA
DATE: August 1, 2019

PROJECT HISTORY

The Development Assistance Department has received an application from Pastor Jonathan Christensen of Mount Pisgah Lutheran Church for a zoning text amendment to allow animated signs in the HMU, Highway Mixed Use District.

Section 13-1-5 A of the zoning ordinance states that a sign may be illuminated externally if such illumination is confined to or directed to the surface of the sign, or internally. No animated sign shall be permitted except in the C-2, C-3 and I-1 zoning district classifications or in corresponding conditional zoning districts. Animated signs are defined in the zoning ordinance as a sign that uses mechanical, electrical or illuminating devices that blink, flash, flicker, scroll, vary in intensity, brightness or color that depicts or gives the appearance of action, motion, movement or rotation.

The applicant has requested that the HMU, Highway Mixed Use District be added to the districts that permit animated signs. Staff recommends that a requirement be added for properties that front on a thoroughfare so that only the properties fronting on the thoroughfares are eligible to have an animated sign. Others would be able to have a free-standing sign.

Last year, Ebenezer Baptist Church rezoned their property in order to have an animated sign. Because they adjoin the Walmart Shopping Center that is zoned PCD, the rezoning seemed to be a reasonable change. The Mount Pisgah Lutheran Church is surrounded by HMU zoning and this is the second request for an animated sign in this district so an amendment for properties that front on the thoroughfare (Chimney Rock Road) seems to be an appropriate change.

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

Article XIII SIGN REGULATION MAINTENANCE AND ENFORCEMENT

Section 13-1-5 Animated and Illuminated Signs

- a) A sign may be illuminated externally if such illumination is confined to or directed to the surface of the sign, or internally. No animated sign shall be permitted except in the C-2, C-3 and I-1 zoning district classifications or in corresponding conditional zoning districts, if any. Animated signs may be permitted in HMU if the property fronts on a thoroughfare.
- b) For externally illuminated signage, the light source of the signs shall be designed and shielded that it cannot be seen from beyond the property lines on which the sign is located. Signs illuminated internally by fluorescent bulb, light emitting diodes (LED), fiber optics, plasma or other similar technology, and neon tubes shall be limited to commercial and industrial use districts.) Except as outlined above.

PLANNING BOARD

The Planning Board took this matter up at its regular meeting on July 8, 2019. The Planning Board voted seven in favor and two opposed to recommend City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance Article XIII Sign Regulation Maintenance and Enforcement Section 13-1-5-A Animated and Illuminated Signs. The Planning Board Chairman requested that staff review the size of cabinets and lumens for animated signs.

ZONING ORDINANCE GUIDELINES

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

1. Comprehensive Plan consistency. Consistency with the Comprehensive Plan and amendments thereto.
2. Compatibility with surrounding uses. Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property.
3. Changed conditions. Whether and the extent to which there are changed conditions, trends or facts that require an amendment.
4. Public interest. Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public health, safety and general welfare.

5. Public facilities. Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment.
6. Effect on natural environment. Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands and wildlife.

SUGGESTED MOTIONS

For Recommending Approval:

I move City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance Article XIII Sign Regulation Maintenance Section 13-1-5-A Animated and Illuminated Signs.

[PLEASE STATE YOUR REASONS]

For Recommending Approval With Modifications:

I move City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance Article XIII Sign Regulation Maintenance Section 13-1-5-A Animated and Illuminated Signs.

[PLEASE STATE THE MODIFICATIONS AND YOUR REASONS]

For Recommending Denial:

I move City Council not adopt an ordinance amending the City of Hendersonville Zoning Ordinance Article XIII Sign Regulation Maintenance Section 13-1-5-A Animated and Illuminated Signs.

[PLEASE STATE YOUR REASONS]

AN ORDINANCE AMENDING ARTICLE XIII SIGN REGULATION MAINTENANCE AND ENFORCEMENT SECTION 13-1-5 ANIMATED AND ILLUMINATED SIGNS

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 serve all members of the community, and

WHEREAS, the City of Hendersonville supports organizations that supply services to those in need, and

WHEREAS, the City of Hendersonville desires to amend those regulations with regards to animated and illuminated signs.

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

7. Article XIII Sign Regulation Maintenance and Enforcement, Section 13-1-5 Animated and Illuminated Signs is hereby amended to include the following:

13-1-5 Animated and Illuminated Signs.

- a) A sign may be illuminated externally if such illumination is confined to or directed to the surface of the sign, or internally. No animated sign shall be permitted except in the C-2, C-3 and I-1 zoning district classifications or in corresponding conditional zoning districts, if any. Animated signs may be permitted in HMU if the property fronts on a thoroughfare.
- b) For externally illuminated signage, the light source of the signs shall be designed and shielded that it cannot be seen from beyond the property lines on which the sign is located. Signs illuminated internally by fluorescent bulb, light emitting diodes (LED), fiber optics, plasma or other similar technology, and neon tubes shall be limited to commercial and industrial use districts.) Except as outlined

above.

8. Any person violating the provisions of this ordinance shall be subject to the penalties set forth in Section 9-8 of the Zoning Ordinance.
9. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.
10. 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.
11. 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.
12. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this ____ day of _____, 2019

Barbara Volk, Mayor

Attest:

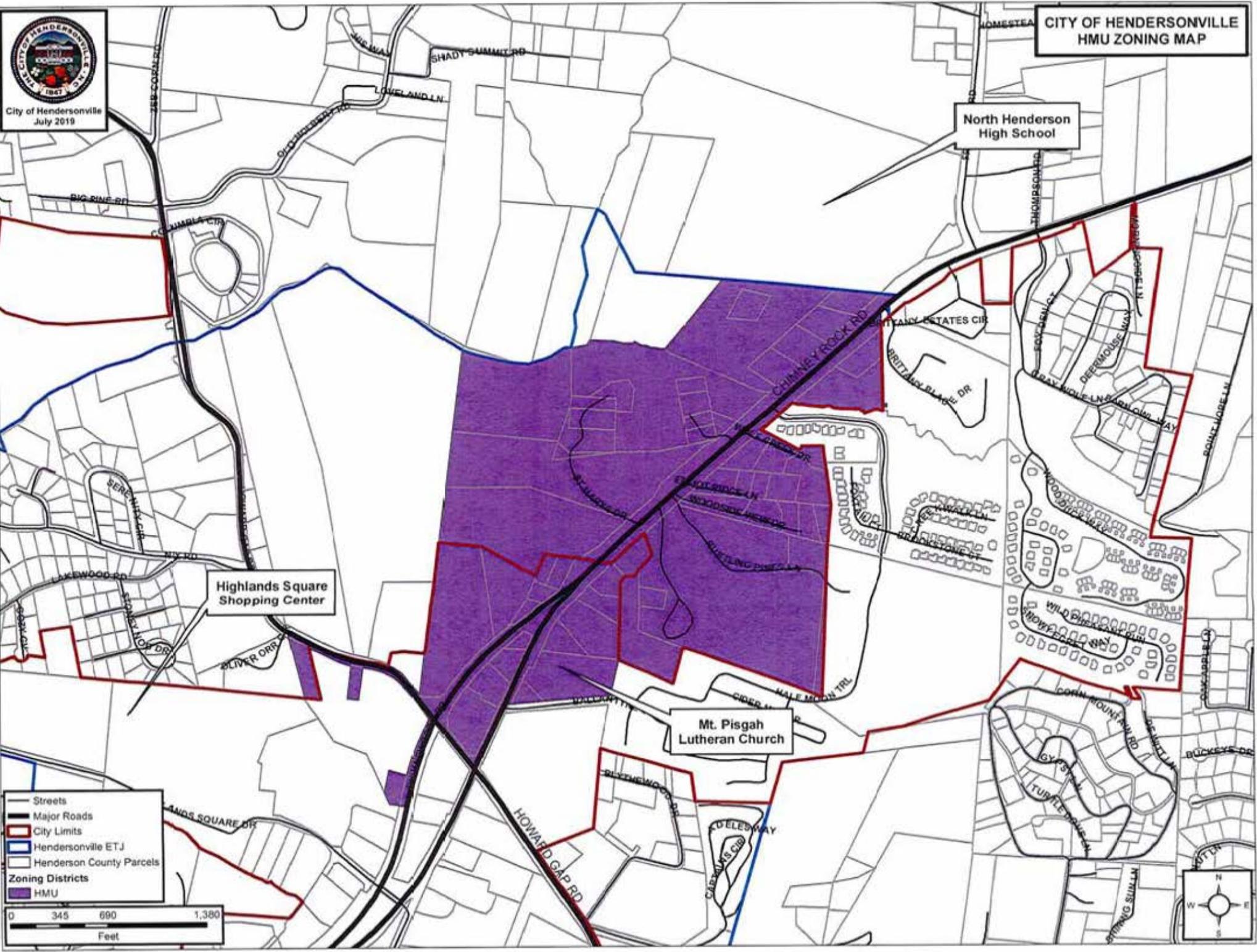
Tammie K. Drake, CMC, City Clerk

Approved as to form:

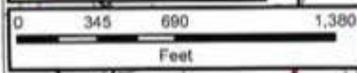
Samuel H. Fritschner, City Attorney



CITY OF HENDERSONVILLE HMU ZONING MAP



- Streets
- Major Roads
- City Limits
- Hendersonville ETJ
- Henderson County Parcels
- Zoning Districts**
- HMU





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Daniel Heyman

Department: Development Asst Dept

Date Submitted: 07-22-2019

Presenter: Daniel Heyman, Senior Planner

Date of Council Meeting to consider this item: 08-01-2019

Nature of Item: Council Action

Summary of Information/Request:

Item # 08

The City is in receipt of an application for a conditional rezoning from the Henderson County Board of Education. The applicant is requesting to rezone parcels 9569-60-9162 and 9569-70-0527. The parcels are currently zoned PID, Planned Institutional Development. The applicant is requesting rezone the subject property to PIDCZD, Planned Institutional Development Conditional Zoning District, for the purpose of renovating the Hendersonville High School. If approved, the permitted uses would be limited to those indicated on the approved list of uses and conditions.

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

Suggested Motion:

Motions are on page 5 of the memo.

Attachments:

Memo
Site plan, landscaping plan
Existing land use map, existing zoning map, future land use map

MEMORANDUM

TO: City Council

FROM: Development Assistance Department

RE: Hendersonville High School Conditional Rezoning

FILE #: P19-18-CZD

DATE: August 1, 2019

PROJECT HISTORY

The City is in receipt of an application for a conditional rezoning from the Henderson County Board of Education. The applicant is requesting to rezone the subject property, parcel numbers 9569-60-9162 and 9569-70-0527, from PID Planned Institutional Development to PIDCZD Planned Institutional Development Conditional Zoning District. If approved, the permitted uses would be limited to those indicated on the approved list of uses and conditions.

EXISTING LAND USE & ZONING

Parcel # 9569-60-9162 is currently zoned PID and contains Hendersonville High School. Parcel # 9569-70-0527 is currently zoned PID and is the site of the former Boyd Automotive Dealership.

Parcels to the north and northeast are zoned C-3 Highway Business and include retail and office uses. The parcel to the east is zoned C-2 Secondary Business and contains the City of Hendersonville Fire Department. Parcels to the south are zoned CMU Central Mixed Use and include retail, offices, residential uses, and a restaurant. Parcels to the west and southwest are zoned MIC Medical, Institutional, Cultural and contain residential, office, and medical uses.

Surrounding land uses and zoning districts are shown on the "Existing Land Use" and "Existing Zoning" maps located on pages 13 and 14 respectively.

COMPREHENSIVE PLAN CONSISTENCY

According to N.C.G.S. 160A-383, zoning map amendments shall be made in accordance with a comprehensive plan.

Parcel #9569-60-9162 is classified as Urban Institutional on the 2030 Comprehensive Plan's Future Land Use Map. Parcel #9569-70-0527 is classified as Neighborhood Activity Center.

Parcels to the north, and northeast are classified as Neighborhood Activity Center. Parcels to the southeast are classified as Downtown Support. Parcels to the east, south, and west are classified as Urban Institutional.

The goal of the Urban Institutional classification is to "create a cohesive, well-defined urban campus for medical and educational institutions, with supportive office, service and residential uses that is integrated with Downtown."

The goal of the Neighborhood Activity Center classification is to "concentrate retail in dense, walkable, mixed-use nodes located at major intersections in order to promote a sense of community and a range of services that enhance the value of Hendersonville's neighborhoods."

The Urban Institutional classification lists public and institutional uses as a primary use. The Comprehensive Plan recommends that primary uses such as this one occupy the majority of acreage found within this classification's boundary. The Neighborhood Activity Center classification lists public and institutional uses as a secondary use. The Comprehensive Plan recommends that secondary uses such as this one be permitted through planned development procedures.

The 2030 Comprehensive Plan's Future Land Use Map is located on page 15.

PLAN REVIEW

Buildings

The site plan shows the existing Stillwell building and a new school building for a total of 180,366 sq. ft.

Open Space

The total subject area is 12.72 acres. The site plan shows 8.82 acres or 69.3 percent of the developed area as open space.

Parking

The site plan shows 146 off-street parking spaces. The minimum required by the Zoning Ordinance is 1 space per every 10 students and 1 space per office or classroom. The site plan indicates that the school will serve 900 students with 33 classrooms and offices, for a total of 143 required spaces.

The on-street parking spaces surrounding the site will remain in addition to the off-street spaces provided.

Entrance Intersection

The site plan shows the main entrance to the site at the intersection of Church St, N Main St, and Asheville Hwy/US-25. The entrance is proposed as a right-in/right-out with a 12 ft. wide turn lane into the site.

Traffic Impact Analysis

The traffic impact analysis conducted by Mattern & Craig is an update of the study done in May of 2017. Existing counts were used for the analysis and growth factors were applied to obtain 2020 traffic volumes. The study concludes that the proposed expansion should not have an adverse impact on the surrounding roadway network with appropriate mitigation measures.

The City's on-call consultant has reviewed the TIA and does not have comments regarding the mitigation recommendations in the study.

NCDOT has not completed their review of the TIA and is considering alternative designs before approval.

Intersection of US-25 and Oakland Street

The TIA recommends installing a dedicated right turn loan in the northbound Oakland Street approach with 150 ft. of storage. The site plan reflects this recommendation.

Intersection of US-25 and 9th Avenue/North Main Street

The TIA recommends installing a dedicated right turn entering the High School site, at least 10 ft. wide and with at least 175 ft. of full storage. The site plan shows a 12 ft. wide turn lane with approximately 250 ft. of full storage.

The TIA also recommends pedestrian improvements in the intersection to include marked crosswalks, refuge islands, and warning signs.

On-site queuing

The TIA states that at least 690 ft. of internal storage is needed to accommodate the high demand queue length for the expansion. The site plan shows approximately 750 ft. of internal storage.

NEIGHBORHOOD COMPATIBILITY

A neighborhood compatibility meeting concerning the application was held on June 11, 2019. Notice was provided by U.S. mail to the owners of record of all property situated within 400 feet of the subject property as required by the Zoning Ordinance.

Fifteen people representing the public attended the meeting. Attendees asked questions regarding the traffic flow, pedestrian improvements, and construction timeline. Attendees raised concerns with the uncertainty around the Church Street/N Main Street/US-25 intersection improvements. A copy of the neighborhood compatibility report accompanies this memorandum.

PLANNING BOARD

The Planning Board took this matter up at its regular meeting on July 8, 2019. The Planning Board voted unanimously to recommend City Council adopt an ordinance

amending the official zoning map of the City of Hendersonville, changing the zoning designation of the subject from PID Planned Institutional Development to PIDCZD Planned Institutional Development Conditional Zoning District based on the site plan submitted and subject to the limitations and conditions stipulated on the published list of uses and conditions, finding that the rezoning is consistent with the Comprehensive Plan, and that the rezoning is reasonable and in the public interest for the following reason: the project has been recommended and approved by Henderson County. The Planning Board also recommended that traffic concerns from the public concerning safety be further addressed by NCDOT

ZONING ORDINANCE GUIDELINES

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

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

SUGGESTED MOTIONS

For Recommending Approval:

I move City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of parcel numbers 9569-70-0527 and 9569-60-9162 from Planned Institutional Development to PIDCZD Planned Institutional Development Conditional Zoning District, based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the Published List of Uses and Conditions, finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map, and that the rezoning is reasonable and in the public interest for the following reasons:

[PLEASE STATE YOUR REASONS]

For Recommending Approval with Modifications:

I move City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of parcel numbers 9569-70-0527 and 9569-60-9162 from Planned Institutional Development to PIDCZD Planned Institutional Development Conditional Zoning District, based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the Published List of Uses and Conditions, and with the following mutually agreed upon conditions:

[STATE CONDITIONS]

The rezoning is consistent with the Comprehensive Plan's Future Land Use map, and that the rezoning is reasonable and in the public interest for the following reasons:

[PLEASE STATE YOUR REASONS]

For Recommending Denial:

I move City Council not adopt an ordinance rezoning parcel numbers 9569-70-0527 and 9569-60-9162, for the following reasons:

[PLEASE STATE YOUR REASONS]

Planning Report
 Neighborhood Compatibility Meeting
 Application for a Conditional Zoning District
 Hendersonville High School File #P19-18-CZD
 Tuesday, June 11, 2019 2:30 p.m.

Daniel Heyman, Planner, convened the compatibility meeting at 2:30 pm in the Assembly Room of the City Operations Center. The following were in attendance:

<i>Name</i>	<i>Address</i>	<i>Name</i>	<i>Address</i>
Maggie Carnavale (applicant)	PFA Architects	Chris Casey	1040 Patton St
Amy Dowty (applicant)	PFA Architects	Jay Egolf	64 Cliff Dr
John Mitchell (applicant)	745 Greenbriar Oval	John Godehn	212 Laurel Park Pl
Jared Deridder (applicant)	724 5 th Ave W	Ken Fitch	1046 Patton St
Autumn Radcliff	100 N King St	Laura King	730 Oakland St
Chad Dillon	HC Public Schools	Don Cooper	1105 Woodmont Dr
Martin Ballard	HC Public Schools	Amy Lynn Holt	1903 Country Club Rd
Bobby Wilkins	HHS	Ron Stephens	301 Red Oak Dr
Kent Parent	HC Public Schools	Susan Frady (staff)	100 N King St
Dot Case	106 Brightwater Hts Dr	Daniel Heyman (staff)	100 N King St
Tracy Caragnaro	722 Oakland St	Tyler Morrow (staff)	100 N King St

Mr. Heyman opened the meeting explaining this is the first step in a three step process. The first step is Neighborhood Compatibility Meeting, next is the Planning Board and last it goes to City Council. This is an informal meeting to ask questions and get answers. Minutes of this meeting will be forwarded to Planning Board and City Council.

Mr. Heyman stated this is a proposal for a Conditional Zoning District. This will potentially go before the Planning Board in July and before City Council in August. After the developer's presentation, affected property owners and residents will have a chance to ask question about points that remain unclear.

Bobby Wilkins, principal of Hendersonville High School, spoke to express support for the project.

Maggie Carnevale, an architect with PFA Architects, explained what they have been hired to do. They are developing plans for an overall campus revitalization to provide a modern day campus for 900 students. The existing Stillwell building and gym would be renovated, all other buildings would be replaced. She explained proposed phasing for the project which starts with utility work this summer.

Ken Fitch stated that as a neighborhood resident, they want the school. They like the design. But there are issues including the parking lot only being right-in/right-out. He asked why the signal at 9th Ave could not be reactivated.

Amy Dowty, an architect with PFA Architects, stated they have discussed the issue with DOT

but DOT has not finalized a plan for the intersection. They are working on creating a pedestrian island for people crossing. The traffic engineer they hired to conduct a TIA found that a right-in/right-out turn would be the safest option.

A resident commented that the speed is not enforced there on Asheville Hwy.

Ms. Dowty stated that DOT may use flashing signs to help with enforcement especially during school hours.

A resident asked how someone approaching on N Main from the south would enter the school.

Ms. Carnevale stated that they would come around the block on Bearcat, then Oakland, and use a dedicated right-turn lane on Oakland to turn on Asheville Hwy.

Ms. Dowty stated that the lower speed limit could further up Asheville Hwy, closer to Oakland St.

Ms. Carnevale stated that from discussion with DOT, it would require a joint letter from the City and the County to DOT.

A resident stated that they live on Patton and that there are safety concerns for pedestrians.

Ms. Dowty said that anything crossing the highway DOT's domain.

Mr. Fitch said that the problem is residents don't know what DOT's intentions are. There is a rumor that they want to put a roundabout at the 9th Ave intersection and that would be a problem. For the residents not to know is a big deal.

Ms. Carnevale stated that DOT has said a roundabout is not an option in the near future.

Ms. Dowty said a right-in/right-out still works with a roundabout, though.

A resident said that the safest place for pedestrians is Bearcat and Church, they should be directed there.

Dr. John Godehn asked if DOT had done volume or flow studies. The red light at Bearcat Blvd is backed up almost to Oakland. There are times of the day the proposed entrance wouldn't work.

Ms. Dowty said that the TIA recommends amending signal timings to assist with that.

Dr. Godehn asked about emergency entrance/exits.

Ms. Carnevale pointed out a proposed emergency entrance to the parking lot, and described how an emergency vehicle could enter the courtyard from Oakland St.

Ms. Dowty described that the grade change from Asheville Hwy to Oakland St is so steep, an

entrance to the parking lot off of Oakland wouldn't work.

An attendee asked about the timeframe for construction.

Ms. Carnevale stated that utility work will begin this summer, then construction/renovation of educational facilities would take place from early 2020 to the end of 2022. They aim to be complete by the summer of 2023.

An attendee asked about the need to close streets for construction.

Ms. Carnevale explained that at critical times they will need to close lanes but they are avoiding that as much as possible. The construction fence is shown on site by the contractor.

Mr. Fitch asked about parking during the phases.

Ms. Carnevale said they are still developing plans for that but that the on-street parking and the Immaculata lot will be available still.

Mr. Fitch asked about mitigation efforts during demolition. He explained that they had problems when the Boyd lot was demoed with dust.

Ms. Carnevale said if it has been dry the contractor will wet things down to control dust. The contractor is not the same one used for the Boyd lot.

A resident reiterated his concerns with safety issues at the 9th Ave intersection. He has been to many boards and agencies but there is no resolution.

Mr. Fitch said he is not convinced people will want to go through the parking lot queue.

Development Assistance Department staff stated they will invite a representative from DOT to attend the planning board meeting to give information on planned improvements at the 9th Ave intersection.

With no further comments or questions, Mr. Heyman closed the meeting at 3:15 p.m.

IN RE: Hendersonville High School CZD (File # P19-18-CZD)

List of Uses & Conditions

I. Stipulated Uses:

Only the following uses are authorized for the referenced development:

Schools, elementary and secondary
Accessory uses & structures

II. Conditions:

(1) Shall be satisfied prior to issuance of a zoning compliance permit:

NCDOT approval of the Traffic Impact Analysis and approved driveway permit.

(2) Shall Be Attached to the Conditional Rezoning:

Any revised plans for the project shall comply with approved plans, the conditions agreed to on the record of this proceeding and applicable provisions of the Hendersonville Zoning Ordinance and Code of Ordinances.

Henderson County Board of Public Education

Signature: _____

Printed Name: _____

Date: _____

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

IN RE: FILE NO. P19-18-CZD

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

1. Pursuant to Article XI Amendments of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of parcel numbers 9569-60-9162 and 9569-70-0527 from PID Planned Institutional Development to PIDCZD Planned Institutional Development Conditional Zoning District.
2. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 1st day of August 2019.

Barbara Volk, Mayor

ATTEST:

Tammie K. Drake, CMC, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney



HENDERSONVILLE
 HIGH SCHOOL
 CAMPUS
 RENOVATIONS



Preliminary
 Not For
 Construction

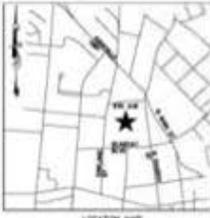


WGLA
 Engineering

PRELIMINARY
 SITE PLAN

C-200

CONDITIONAL ZONING SUBMITTAL



GENERAL INFORMATION PROVIDED BY THE CITY OF HENDERSONVILLE, N.C. IS BASED ON THE LATEST AVAILABLE DATA. THE CITY ENGINEER'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CITY OF HENDERSONVILLE, N.C. THE CITY ENGINEER'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CITY OF HENDERSONVILLE, N.C. THE CITY ENGINEER'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CITY OF HENDERSONVILLE, N.C.

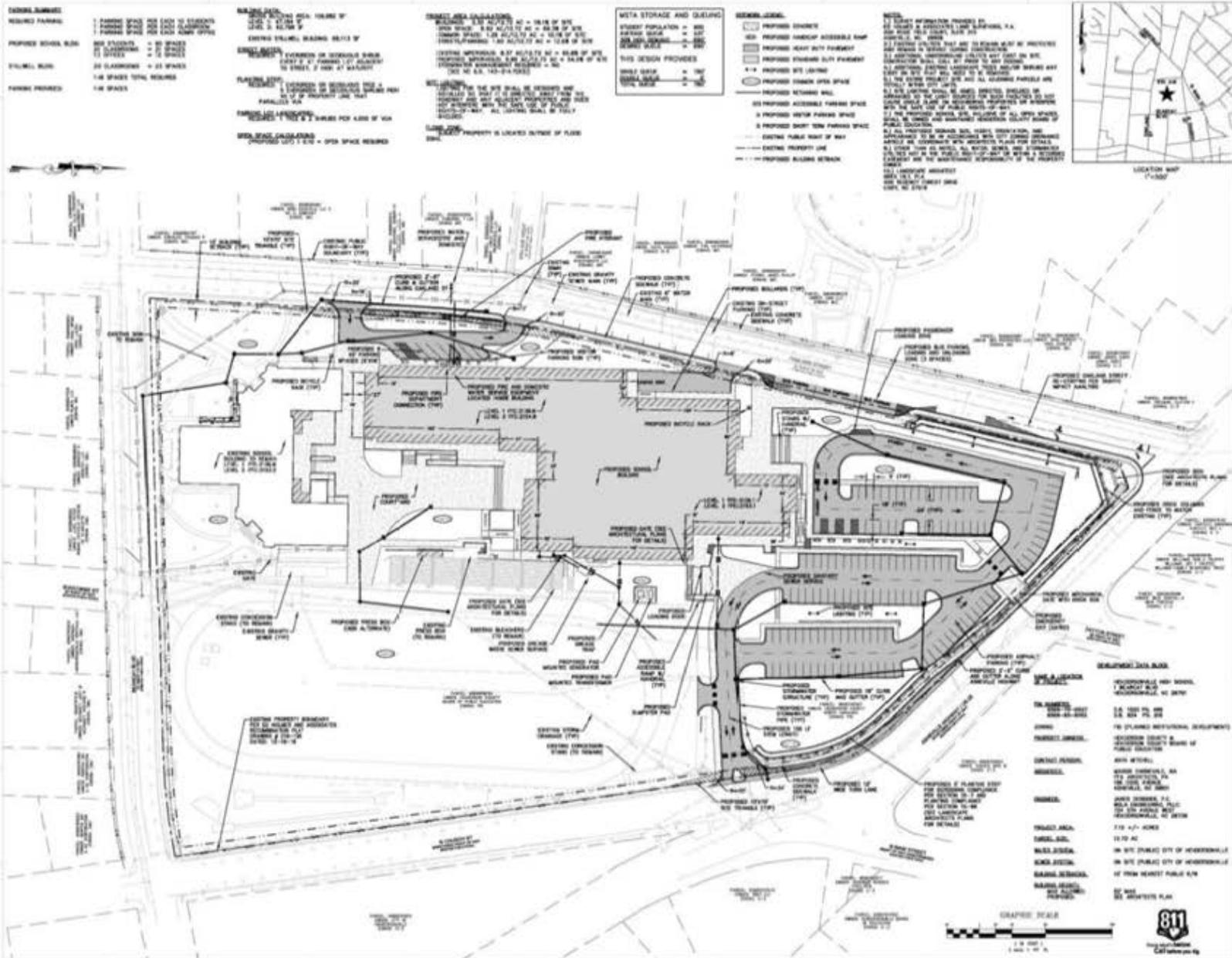
GENERAL LEGEND
 PROPOSED EXISTING
 PROPOSED IMPROVED ACCESSIBLE WALKWAY
 PROPOSED HEAVY DUTY PARKING
 PROPOSED STANDARD DUTY PARKING
 PROPOSED SITE LIGHTING
 PROPOSED FURNISH OPEN SPACE
 PROPOSED RETAINED WALL
 PROPOSED ACCESSIBLE FORESHORE SPACE
 PROPOSED SHORT TERM PARKING SPACE
 EXISTING PUBLIC RIGHT OF WAY
 EXISTING PROPERTY LINE
 PROPOSED BUILDING FOOTPRINT

WATER STORAGE AND QUELING
 STAFF POPULATION = 200
 PEAK HOUR POPULATION = 100
 THIS DESIGN PROVIDES:
 WASTE WATER = 100
 POTABLE WATER = 100
 TOTAL WATER = 200

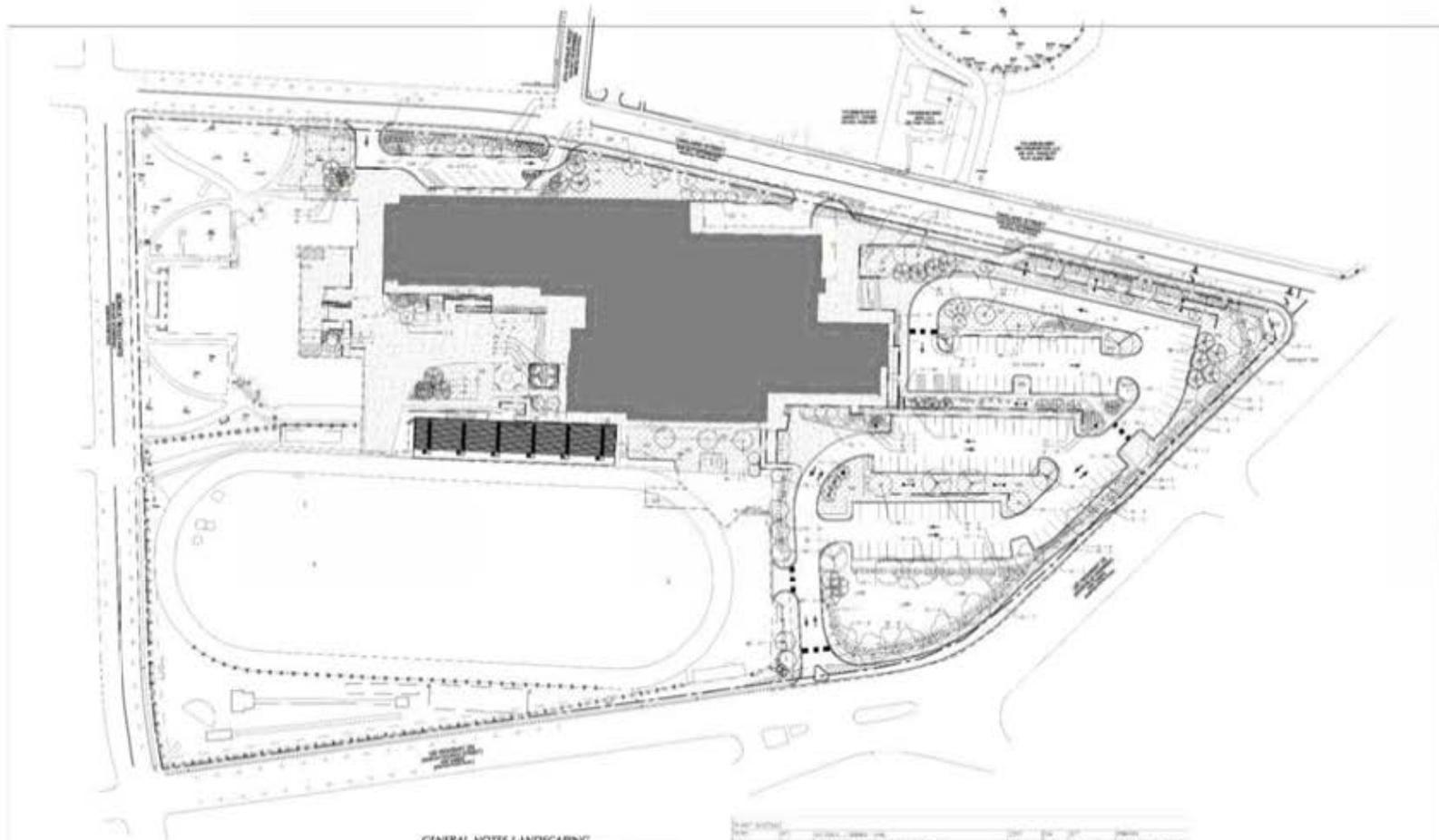
EXISTING AREA REGULATIONS
 ZONING DISTRICT: R-10
 LOT AREA: 10,000 SQ. FT.
 LOT WIDTH: 100 FT.
 LOT DEPTH: 100 FT.
 LOT COVERAGE: 25%
 SETBACKS: 10 FT. FRONT, 5 FT. SIDE, 5 FT. REAR

PROPOSED SCHOOL BUILDING
 200 STUDENTS = 40,000 SQ. FT.
 100 STUDENTS = 20,000 SQ. FT.
 50 STUDENTS = 10,000 SQ. FT.
 25 STUDENTS = 5,000 SQ. FT.
 12.5 STUDENTS = 2,500 SQ. FT.

REQUIRED PARKING
 1 SPACE PER 10 STUDENTS
 1 SPACE PER 100 SQ. FT. OF BUILDING AREA
 1 SPACE PER 100 SQ. FT. OF LOT AREA



C-200



GENERAL NOTES-LANDSCAPING

1. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HENDERSONVILLE LANDSCAPING SPECIFICATIONS.
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19. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HENDERSONVILLE LANDSCAPING SPECIFICATIONS.
20. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HENDERSONVILLE LANDSCAPING SPECIFICATIONS.

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
2	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
3	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
4	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
5	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
6	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
7	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
8	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
9	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
10	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
11	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
12	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
13	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
14	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
15	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
16	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
17	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
18	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
19	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00
20	PLANTING: 1" CALIBER BROWN BARK MULCH	1000	SQ. YD.	1.50	1500.00

REQUIRED PLANTING

ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HENDERSONVILLE LANDSCAPING SPECIFICATIONS.



HENDERSONVILLE HIGH SCHOOL CAMPUS RENOVATIONS



LANDSCAPE ARCHITECT

DATE: 08/01/19

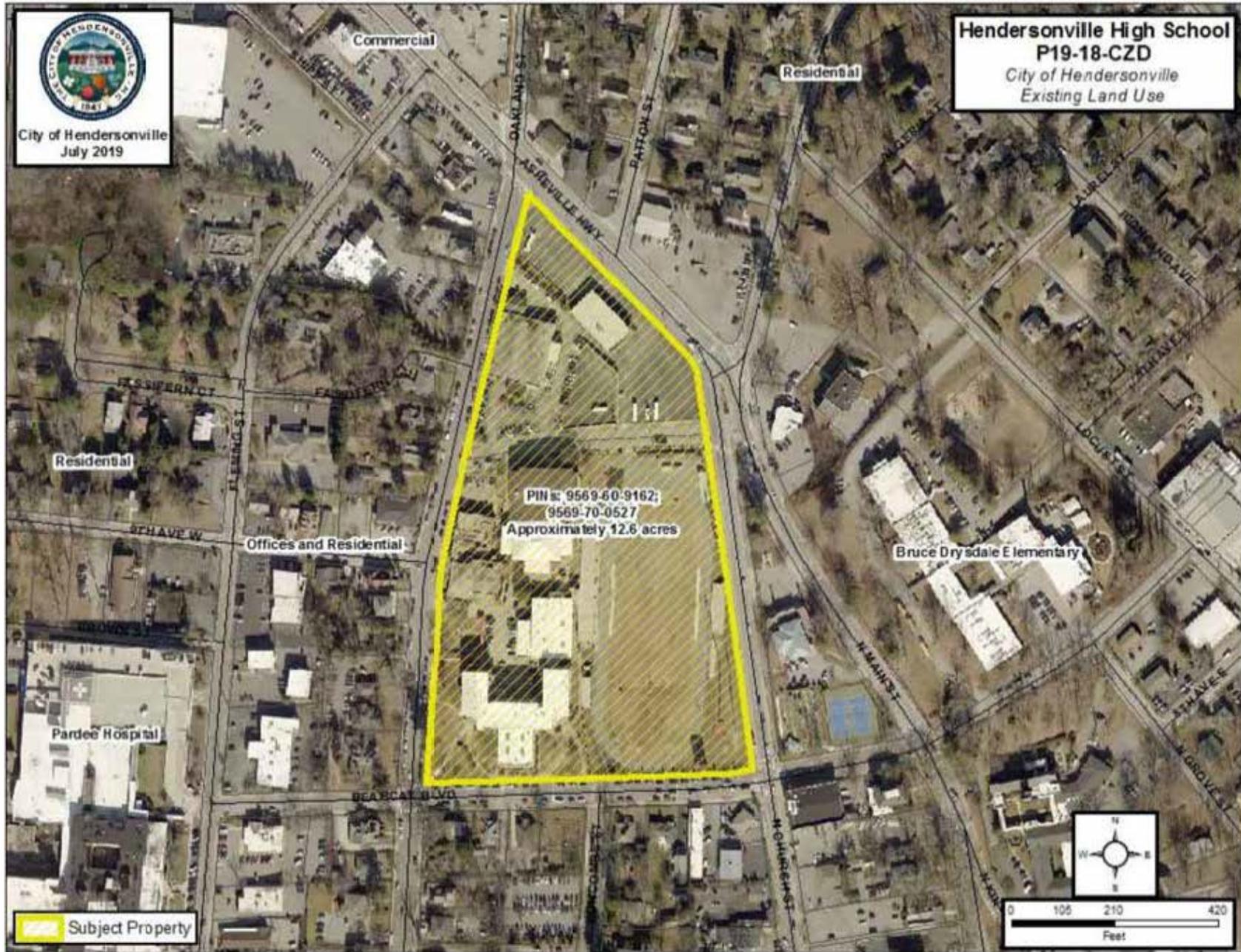
LANDSCAPE PLAN

L-101



City of Hendersonville
July 2019

**Hendersonville High School
P19-18-CZD**
City of Hendersonville
Existing Land Use

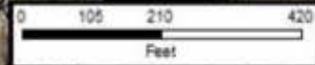


PIN #: 9569-60-9162;
9569-70-0527
Approximately 12.6 acres

Bruce Drysdale Elementary

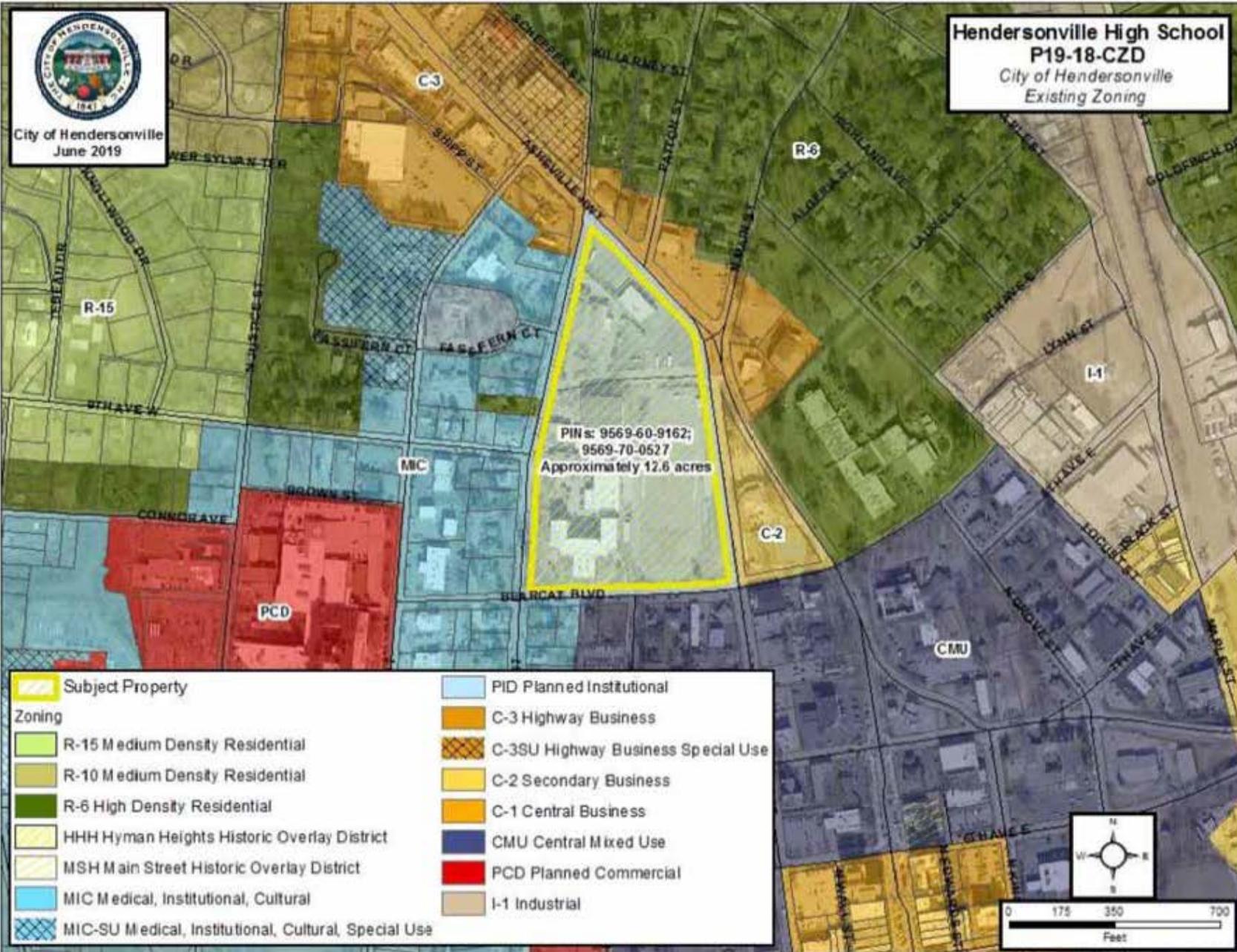
Pardee Hospital

Subject Property



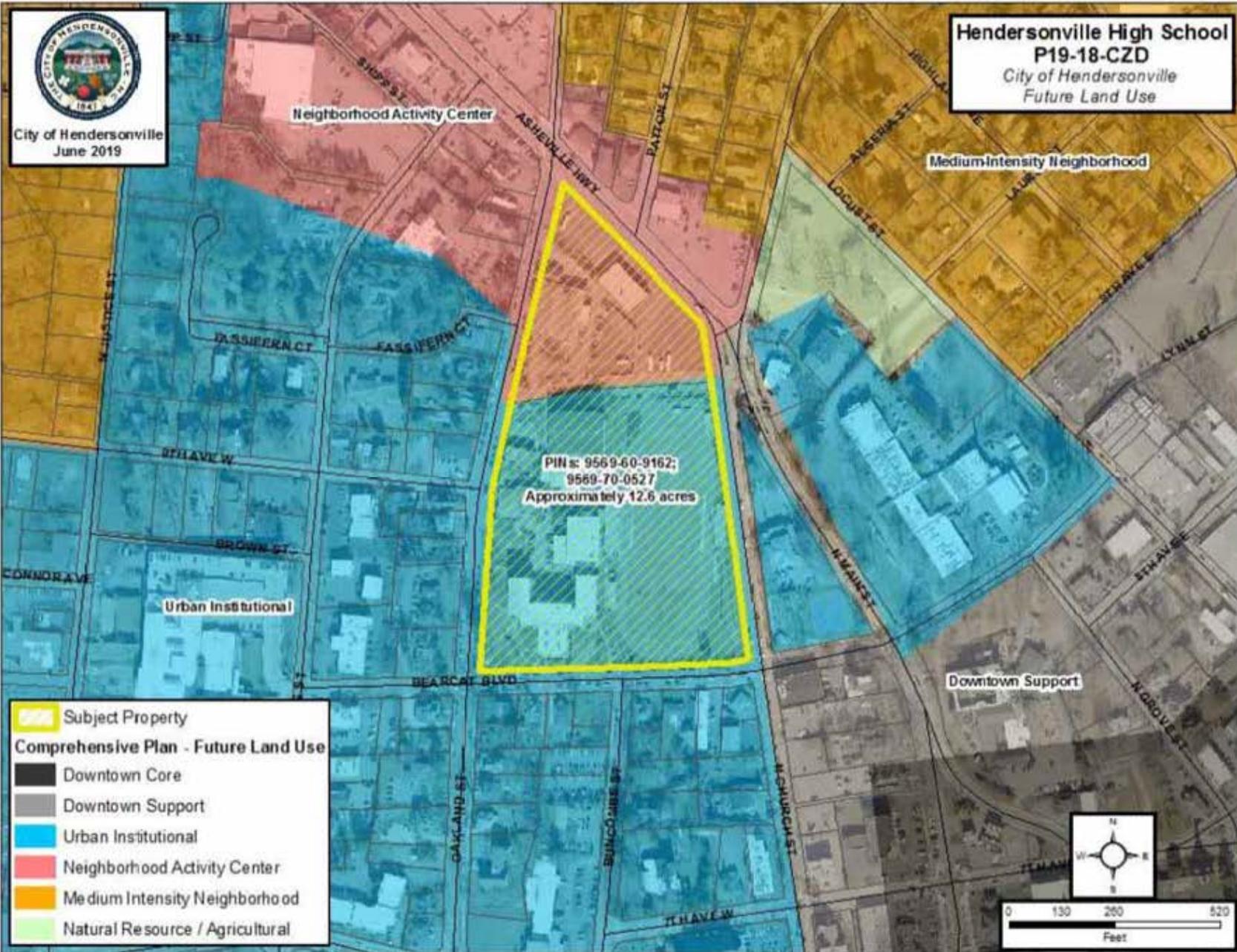


**Hendersonville High School
P19-18-CZD**
City of Hendersonville
Existing Zoning





**Hendersonville High School
P19-18-CZD**
City of Hendersonville
Future Land Use



PIN s: 9569-60-9162;
9569-70-0527
Approximately 12.6 acres

-  Subject Property
- Comprehensive Plan - Future Land Use**
-  Downtown Core
-  Downtown Support
-  Urban Institutional
-  Neighborhood Activity Center
-  Medium Intensity Neighborhood
-  Natural Resource / Agricultural



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 7/23/2019

Presenter: John Connet

Date of Council Meeting to consider this item: 8/1/2019

Nature of Item: Council Action

Summary of Information/Request:

Item # 09

The Henderson County Transportation Advisory Council will be voting on the next round of the NCDOT projects for Henderson County. Councilman Caraker has requested that the City Council approve a prioritized list of projects for Hendersonville. City staff has developed our recommended projects and will present them at the meeting. City Council will have the opportunity to modify the recommendation and then approve the final list for use by Councilman Caraker at the TAC meeting.

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

Suggested Motion:

I move that the City Council approve the NCDOT SPOT 6.0 Recommendations as presented or amended.

Attachments:

Staff Recommendations



CITY OF HENDERSONVILLE

SPOT 6.0 – STAFF RECOMMENDATIONS

Staff Methodology

Improve the movement of vehicles and pedestrians around the city

Improve safety for vehicles and pedestrians

Identify roads and intersections with highest traffic volume

Identify roads in growth corridors

Create a loop system utilizing existing roads

Connect future projects to recent or planned NCDOT projects

Intersection / Access Mgt. Improvements

Intersections

- N. Main and U.S. 25 North
- Thompson Street and Signal Hill Drive
- Berkeley Road and Signal Hill Road
- US 64 West / N. Oak Street

Access Management

- Spartanburg Highway (Greenville Highway to Upward Road)

Projects recommended to move forward in SPOT 6.0 Process

Road Modernization

Northern Connectors

- No ID - Clear Creek Road (US 25 to Howard Gap Road) – New Project

Eastern Connectors

- C-22 - Duncan Hill Road (US 64 to N. Main Street)
- C-22 - Signal Hill Road (N. Main Street to US 64)
- C23 - Berkeley Road (N. Main to US 25 N.)
- C-21 -Tracy Grove Road (Airport Road to Dana Road)

Projects recommended to move forward in SPOT 6.0 Process

Road Modernization

Southern Connectors

- C-29 Erkwood Drive (Kanuga Road to NC 225)
- Highland Lake Road – Current Project
- Allen Road (Tracy Grove Road to Upward Road)

Western Connectors

- C24 - Blythe Street (NC 191 to US 64)
- C26 - Hebron Road (5th Avenue to State Street)
- No ID - White Pine (US 64 to Hebron)
- C27 - State Street (Hebron to Kanuga Road)

Projects recommended to move forward in SPOT 6.0 Process

Bike/Ped Projects

Oklawaha Greenway Eastern Extension (I-26 to US 64 – Allen Branch Extension) New Project

US 64 Sidewalks (Orrs Camp Road to Howard Gap)

Brooklyn Avenue Sidewalks

Oklawaha Greenway Southern Extension (Jackson Park to Blue Ridge Community College)

Oklawaha Greenway Northern Extension (Berkeley Park to Brookside Camp Road)

Projects recommended to move forward in SPOT 6.0 Process

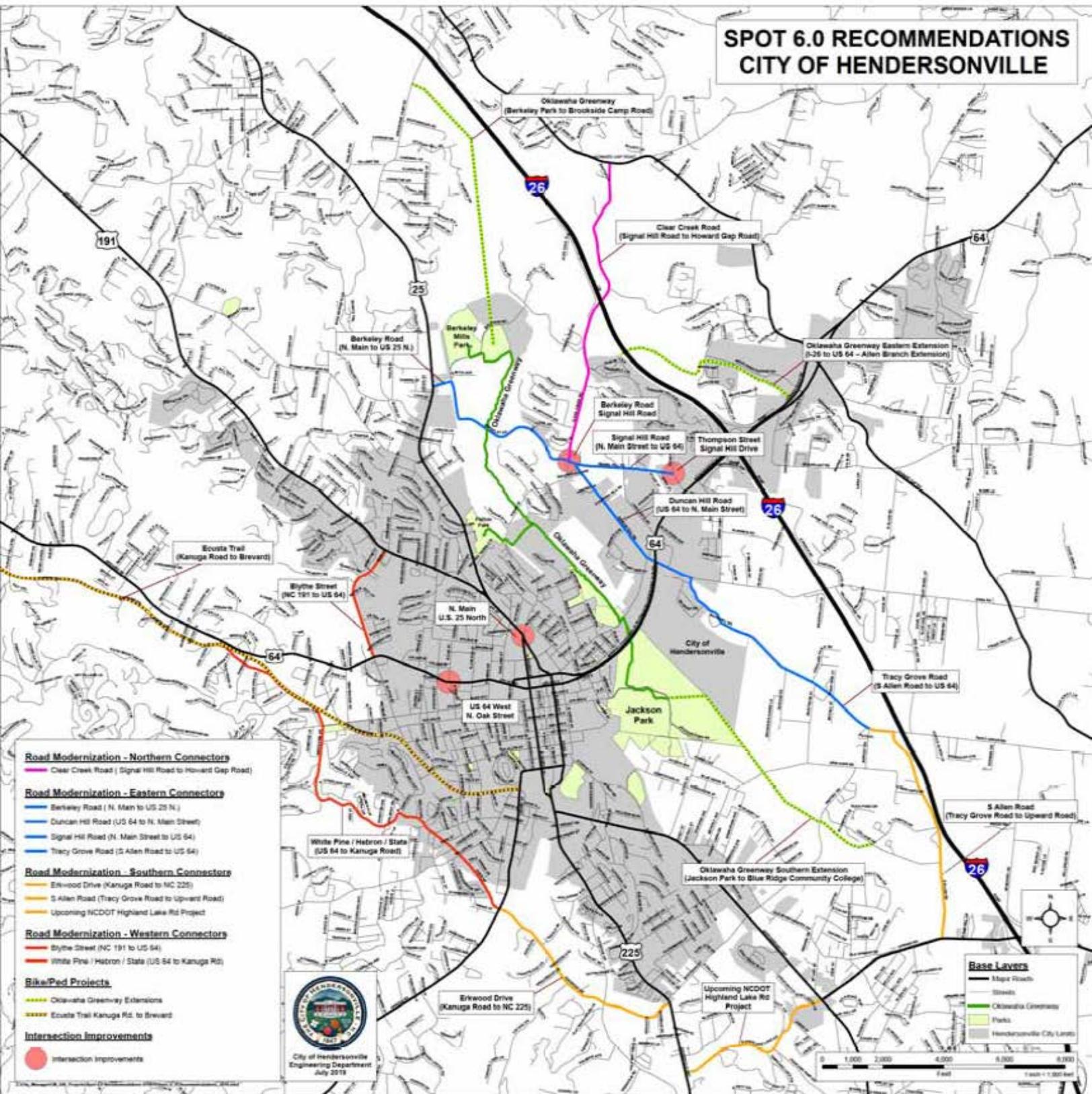
Overall SPOT 6.0 Road Prioritization

1. N. Main and U.S. 25 North Intersection
2. C-22 - Duncan Hill Road (US 64 to N. Main Street)
3. C-22 - Signal Hill Road (N. Main Street to US 64)
4. Thompson Street and Signal Hill Drive Intersection
5. No ID - Clear Creek Road (US 25 to Howard Gap Road) – New Project
6. C23 Berkeley Road (N. Main to US 25 N.)
7. C24 - Blythe Street (NC 191 to US 64)

Overall Bike/Ped SPOT 6.0 Prioritization

1. Oklawaha Greenway Eastern Extension (I-26 to US 64 – Allen Branch Extension) New Project
2. US 64 Sidewalks (Orrs Camp Road to Howard Gap)

SPOT 6.0 RECOMMENDATIONS CITY OF HENDERSONVILLE



- Road Modernization - Northern Connectors**
— Clear Creek Road (Signal Hill Road to Howard Gap Road)
- Road Modernization - Eastern Connectors**
— Berkeley Road (N. Main to US 25 N.)
— Duncan Hill Road (US 64 to N. Main Street)
— Signal Hill Road (N. Main Street to US 64)
— Tracy Grove Road (S. Allen Road to US 64)
- Road Modernization - Southern Connectors**
— Erwood Drive (Kanuga Road to NC 225)
— S. Allen Road (Tracy Grove Road to Upward Road)
— Upcoming NCDOT Highland Lake Rd Project
- Road Modernization - Western Connectors**
— Blythe Street (NC 191 to US 64)
— White Pine / Helton / State (US 64 to Kanuga Rd)
- Bike/Ped Projects**
- - - Oklawaha Greenway Extensions
- - - Ecuate Trail Kanuga Rd. to Brevard
- Intersection Improvements**
● Intersection Improvements



Base Layers

- Major Road
- Street
- Oklawaha Greenway
- Park
- Hendersonville City Limits

Scale: 0 1,000 2,000 4,000 6,000 8,000 Feet

North Arrow



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Murr

Department: Admin

Date Submitted: 7/24/2019

Presenter: Ben Rogers

Date of Council Meeting to consider this item: 08/01/19

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 10

Ben Rogers, City of Hendersonville Management Intern, has worked with local organizations as well as City and County Departments to address the issue of homelessness in our community. Ben's project includes: interviews with local organizations, research on a variety of homelessness solutions, a county-wide resource meeting, and a homelessness resource guide. The goal of the project was determine how the City, County, and local service organizations can address homelessness and improve community outlook.

Ben's experiences and findings will be presented using the slide show below during the August 1, 2019 Hendersonville City Council meeting. Ben will be available for Q&A following his presentation.

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, presentation only

Attachments:

Summer internship presentation on Homelessness.

Homelessness Summer Project

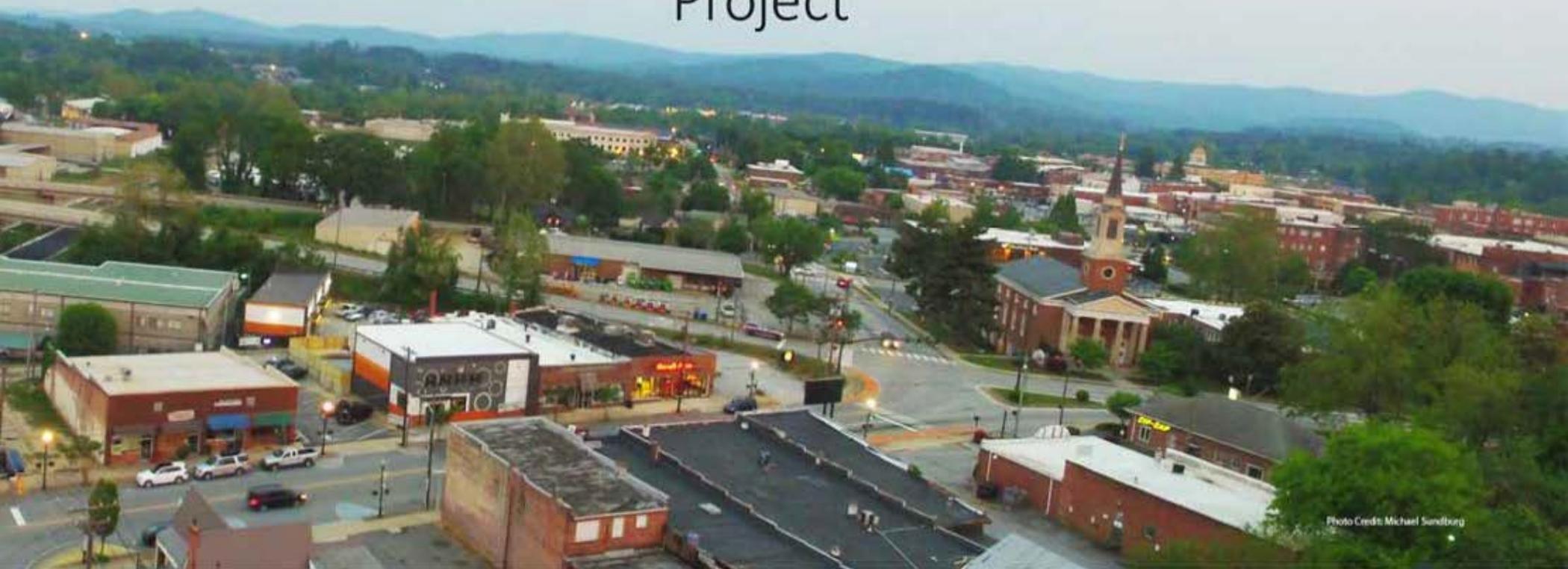


Photo Credit: Michael Sunilborg

Organization Interviews

- The Free Clinics: 1,960 individuals served in the Fiscal Year 17/18.
 - 93 of which self identified as homeless, higher by HUD definition.
- Henderson County Public Schools: identified 348 students as homeless throughout the 2019 school year.
- Hendersonville Rescue Mission: 53,208 meals served and 925 individuals sheltered for the fiscal year 17/18.
 - The average length of stay for individuals is 17 days.
 - Individuals sheltered this year:
 - March - 81
 - April - 79
 - May - 74



Organization Interviews



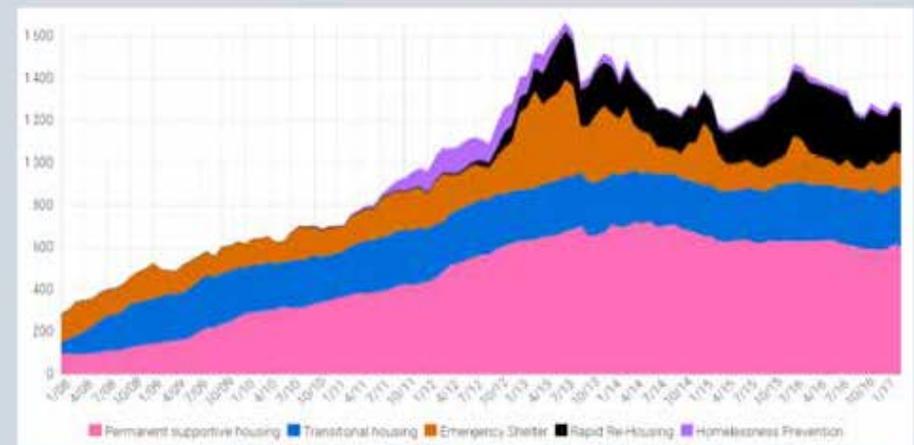
- Interfaith Assistance Ministry: 12,754 individuals received assistance in 2018.
 - 370 of these individuals identified as homeless.
 - 375 individuals already identified as homeless by May of 2019.
- Safelight: housed 190 people in the fiscal year 18/19.
- Thrive: served 149 individuals in the last 9 months (September 2018- June 2019).
 - Have 202 people on waiting list recorded as homeless.
- United Way: 21% of total calls to 211 for Housing and Shelter Assistance in the last year (7/10/18-7/9/19).
 - 133 calls for shelter request
 - 217 calls for low cost housing
 - 90 calls for transportation assistance



Research

- Homeless Management Information System (HMIS): a client-level data collection software that collects data based on housing and services provided to individuals and family's.
- HMIS is free through the North Carolina Balance of State Continuum of Care. The software is used by HUD both the state and federal levels.
- The software can benefit clients, service organizations, and the community.

Asheville/Buncombe Program Enrollment



Research

- Encampment Removal Policies
 - Durham, Washington DC, and Seattle
- Visit to Asheville
 - HMIS
 - Resource Guide
 - Role as City Staff
- Panhandling/Sidewalk Policy
 - Researched our policy change and explained it to organizations.



Homelessness in Henderson County Resource Meeting

Hendersonville Operations Center
305 Williams Street, Hendersonville

AGENDA

July 11, 2019
10:00 AM

City of Hendersonville

Henderson County

Henderson County
Sheriff's Department

Henderson County
Public Schools

Hendersonville Police
Department

Hendersonville Fire
Department

Thrive

Hendersonville Rescue
Mission

United Way of
Henderson County

Safelight

IAM

Apple Country Transit

Western Carolina
Community Action

The Free Clinics

Hope Rx

Housing Assistance

Welcome

Introductions & Previous Meeting Summary

Homeless Population Statistics

- Point in Time Count
- Resource Output Numbers
- What is the true homeless population for Henderson County?

Available Community Resources

- What is Needed vs. What We Have
- Transportation
- Day Centers
- Shelters
- Programs

Addiction and Mental Illness

- Internal Organizational Programs
- External Resources or Organizations

Policy Considerations

- Recent Sidewalk Ordinance Implementation
- Panhandling ruled 1st amendment right
- Encampment Removal Policy
- Low Barrier vs. High Barrier Shelters

Conclusion

- What next?
- Schedule Reoccurring Meeting Time
- Who else should be here?



Resource Guide

- Designed to be used by homeless individuals.
- Intended for law enforcement individuals or community members to hand out.
- Includes Times, Days, Addresses, and Phone Numbers of locally available resources.
- Keep information updated on a regular basis.

Questions?



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/25/2019

Presenter: Customer Service/Engineering/W&S Staff

Date of Council Meeting to consider this item: 8/1/19

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 11

City staff has been working for several months to improve how customers purchase water and sewer taps and set up new accounts. I have asked the staff members who have been working on this project to make a short presentation to City Council on our new process.

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:

None

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Admin

Date Submitted: 07.24.19

Presenter: John Connet

Date of Council Meeting to consider this item: 08.01.19

Nature of Item: Council Action

Summary of Information/Request:

Item # 12

Facility Use Policy

Staff has reviewed the guidelines for the use of the City Assembly Room and other policies for facilities that were adopted in 2003.

Issues have arisen with the use of our facilities, especially during business hours such as controversial speakers and/or topics exposing our staff to security issues, people gathering in the lobby making ingress/egress difficult.

Staff frequently has to clean up, empty the trash, are asked to make copies, provide other support, etc. There have also been problems with the equipment usage by the public in the past, i.e., altering equipment settings etc. resulting in a need for repair.

Because there is limited parking at the Operations Center, visitors frequently park at neighboring properties and City staff receive complaints and requests to have those vehicles moved.

The proposed policy attempts to address the issues by limiting use of facilities to after-business hours, meetings must be open to the public, does not allow use of equipment but the public may bring their own, etc. The proposed policy authorizes the city manager (or designee) to approve applications, and has the right to waive any subsection when doing so would more effectively serve the public's interest.

Please let us know if you have any questions about the proposed Facility Use Policy.

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 [approve] the Facility Use Policy as presented (or amended) by staff.

Attachments:

	CITY OF HENDERSONVILLE		
Policy Name:	Facility Use Policy	Date Adopted by Council:	

PURPOSE

The Facility Use Policy is designed to govern the use of City-owned facilities by individuals, groups and/or organizations that are not directly associated with City of Hendersonville government. Only the designated meeting rooms and grounds listed below may be reserved for non-City government, public activities, provided certain conditions are met. However, for security and operational reasons, the remaining City facilities will not generally be made available for public use. Use of City-owned facilities is limited to after normal business hours and excludes other City-sponsored events or meetings. This policy does not apply to long-term leases of City-owned property or facilities. ***City government functions shall in all cases take precedence over all other activities at any City facility.***

LIST OF DESIGNATED FACILITIES

The designated City facilities available to the public for non-City government use are as follows. More instructions are found at the end of this policy.

1. Operations Center, 305 Williams Street, assembly room
2. Operations Center, 305 Williams Street, conference room
3. Historic Depot, 7th Avenue/Maple Street, meeting room
4. Patton Park, small meeting room (long-term lease)
5. Patton Park, large pavilion
6. Patton Park, small pavilion
7. Berkeley Mills Park, large pavilion
8. Berkeley Mills Park, small pavilion
9. Whitmire Activity Center (long-term lease)

FEES

Fees are charged as published in the adopted Fee Schedule.

RULES GOVERNING PUBLIC FORUMS

The following rules denote and govern public forums on property owned by the City of Hendersonville.

1. The following places are designated as public forum areas:
 - a) The sidewalk and front steps of the exterior of City Hall, 145 Fifth Avenue E.
 - b) The sidewalk of the Operations Center, 305 Williams Street.
2. Notification is requested for protests, demonstrations or picketing by a group of 50 or more individuals per Section 46-83 of the Code of Ordinances.
3. Access to any City facility may not be blocked or impeded during periods in which business (including governmental business, meetings, and related functions) is being conducted, or during business hours. Sound amplification is not permitted during business hours, including regular or special called meetings of the City Council, boards or commissions. If sound amplification is needed after hours, arrangements must be made at the time of application.

RULES GOVERNING THE USE OF ALL FACILITIES AND GROUNDS

1. The applicant requesting the use of a City facility or grounds must complete the necessary application accepting liability as outlined below in #2, and present a photo ID.
2. The applicant is responsible for any and all damages to any facility or grounds, including costs for cleanup. The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place associated with the use and shall agree to hold the City harmless and indemnify the City for any injury or damage to persons or to property. This shall include the times the area is being readied for the use and for all follow-up activity related to the use. Any damage or accident must immediately be reported to the Public Works Department, or as soon thereafter that the office is open for business.
3. Facilities are not available to exclusive groups; meetings must be open to the public.
4. The City facilities may not be reserved for any commercial purposes or uses including the charge of entry fees.
5. Solicitation is not permitted.
6. The City will not accept reservations for meetings which would designate any City meeting room as the regular meeting place for any organization.
7. Fees and deposits for the designated facilities are approved by the City Council.
8. A Statement of Disclaimer must be signed by all facility users-
9. Depending on the type of event, proof of insurance may be required. If required, a copy of the insurance policy must be submitted with the application. The policy is to be one of

comprehensive general liability in the amount of not less than \$300,000 for bodily injury per person and \$1,000,000 per occurrence and not less than \$100,000 for property damage per occurrence or as designated by the city manager or designee, subject to changes by the City's current insurance policies or providers.

10. The City will not provide personnel, office assistants, traffic direction, equipment, office supplies, copying services, etc.

11. Disruptive behavior is prohibited.

12. The City may prohibit eating or drinking inside facilities. If food and drink is requested and permitted at the time of application, a separate deposit of \$200 is required.

12. Animals of any kind are not allowed in any facility, except for service animals in the performance of their duties or with approval in advance.

13. Open, pit, or other types of fires are prohibited.

14. No alcoholic beverages are permitted.

15. Tobacco products may only be used in areas designated by the city manager or designee through appropriate public signage.

16. Local, Federal and State firearm laws must be obeyed.

17. The applicant is responsible for ensuring all trash is disposed of in proper outside containers.

18. The applicant is responsible for returning any furniture and fixtures to the original configuration immediately after use.

19. Signs, decorations, or other attachments may not be hung on any building or permanent structures in a manner that may potentially damage the property.

20. Parking for those attending meetings in these facilities will only be permitted in designated areas. Operations Center: public parking is limited to 34 spaces, 2 handicap spaces. Upper parking (behind the building next to the RR Tracks): 22 spaces, 1 handicap space.

21. This policy does not apply to sidewalks or streets that are under the jurisdiction of the State of North Carolina.

22. The applicant is responsible for registering the function with the applicable local law enforcement authority as well as determining the need for any crowd control and security enforcement that may be necessary.

23. All uses must be in compliance with local, state and federal laws, including the Americans with Disabilities Act.

24. The applicant must comply with any further or additional restrictions the City chooses to place on the use of the grounds or facility.

25. The city manager, or department director in charge of a facility, may revoke the authorization to use a facility up to or during the use if a violation of this policy is discovered.

26. The city manager or designee is authorized to approve applications, and the city manager has the right to waive any subsection of this section when doing so would more effectively serve the public's interest, except where prohibited by law.

SPECIFIC INSTRUCTIONS GOVERNING DESIGNATED FACILITIES AND GROUNDS

1. Point of Contact: Public Works, 305 Williams Street, Hendersonville NC, Phone: 828/697-3084.

2. Events must not block entrance and exit from any City-owned property or facility during business hours Monday through Friday, 8:00 a.m. to 5:00 p.m., during regular or special called meetings, and any special event approved by the City Council.

3. The equipment in any City facility is not available for use with the exception of sound amplification when prior arrangements are made at the time of application.

4. Permission granted for use of any City facility is revocable by the city manager should the need arise for the City Council's use of the room during the time for which permission is given.

5. Signs, banners, decorations, or other attachments may not be displayed on any City facility. Signs may be displayed on the sidewalks but are limited to the duration of the event. The only exception to this is banners provided by the City in support of City government functions, events, etc.

6. Large community-wide events, which are sanctioned by the City, may have use of any City-owned facility and may be exempt from the prohibition of sound amplification during business hours.

REGULATIONS GOVERNING USE OF MEETING ROOMS

1. All publicity for meetings must clearly state the meeting/event is not sponsored by the City.

2. Access to the room prior to or after your scheduled time is not permitted.

3. City staff may attend or observe any meeting or program at any time.

4. The City reserves the right to limit or prohibit at any time the use of City facilities which, in the City's opinion, may present a threat to the health or safety of the public.

Adopted by the City Council on _____, 2019.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Steurer

Department: Utilities

Date Submitted: 7/18/2019

Presenter: Lee Smith

Date of Council Meeting to consider this item: 8/1/19

Nature of Item: Council Action

Summary of Information/Request:

Item # 13

Contract Award of Highlands Square and Highway 25 Sanitary Sewer Improvements

On July 17, 2019, informal bids were received for the Highlands Square and Highway 25 Sanitary Sewer Improvements project. The project consists of two sewer replacements at two sites in Hendersonville, NC. Highland Square consists of the replacement of approximately 600 linear feet of existing 10-inch PVC sewer main in order to remediate a section of existing sewer main that is at an adverse slope. Highway 25 consists of approximately 280 linear feet of 18-inch sewer main, 100 feet of which consists of a 30-inch bore with steel encasement under Highway 25, replacing a section of clay sewer main in poor condition.

One informal bid was received and reviewed by City staff for accuracy and completeness. The results are shown in the attached bid tabulation. Payne, McGinn and Cummins, Inc. is the lowest responsive and responsible bidder. In accordance with North Carolina requirements for construction contracting, three informal bids are not required to be received to award the contract (GS 143-131). Please let me know if there are any questions or if additional information regarding this project is required.

Budget Impact: \$ 335,859.00 Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

Suggested Motion:

I move to authorize the City Manager to award and execute the contract for the construction of the Highlands Square and Highway 25 Sanitary Sewer Improvements Project to Payne, McGinn and Cummins, Inc., the lowest responsive and responsible bidder, in the amount of \$335,859.00; as presented and recommended by staff.

Attachments:

Bid Tabulation

City of Hendersonville Highlands Square and Highway 25 Sanitary Sewer Improvements 7/18/2019 Bid Tabulation				Engineer's Estimate		Payne, McGinn and Cummins, Inc. 2017 N. Highway 25 Travelers Rest, SC 29690	
Item	Description	Unit of Measure	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization	1	LS	\$ 7,500.00	\$7,500.00	\$12,000.00	\$12,000.00
2	Construction Entrances	1	LS	\$ 2,000.00	\$2,000.00	\$6,000.00	\$6,000.00
3	Silt fence (light duty)	775	LF	\$ 3.50	\$2,712.50	\$4.00	\$3,100.00
4	Temporary bypass pumping, Highland Square Site	1	LS	\$ 15,000.00	\$15,000.00	\$8,000.00	\$8,000.00
5	Temporary bypass pumping, US 25 Site	1	LS	\$ 15,000.00	\$15,000.00	\$8,000.00	\$8,000.00
5a	10-inch, PVC SDR 35, Gravity Sewer Pipe	425	LF	\$ 135.00	\$57,375.00	\$81.00	\$34,425.00
6	18-inch, PVC SDR 35, Gravity Sewer Pipe	182	LF	\$ 155.00	\$28,210.00	\$112.00	\$20,384.00
7	Bore, Steel Encasement (24-inch), Carrier Pipe (10-inch, C900 restrained)	170	LF	\$ 400.00	\$68,000.00	\$485.00	\$82,450.00
8	Bore, Steel Encasement (30-inch), Carrier Pipe (18-inch, C900 restrained)	100	LF	\$ 450.00	\$45,000.00	\$740.00	\$74,000.00
9	Precast Manhole Standard, 4-foot diameter	65	VF	\$ 650.00	\$42,250.00	\$400.00	\$26,000.00
10	Manhole Vent Attachment	1	EA	\$ 750.00	\$750.00	\$2,000.00	\$2,000.00
11	Manhole Abandonment	4	EA	\$ 1,000.00	\$4,000.00	\$4,000.00	\$16,000.00
12	Flowable Fill Backfill	20	CY	\$ 200.00	\$4,000.00	\$300.00	\$6,000.00
13	Remove & Replace Roadway Asphalt	5	TN	\$ 250.00	\$1,250.00	\$200.00	\$1,000.00
14	Restoration and permanent seeding	0.75	ACRE	\$ 3,500.00	\$2,625.00	\$3,000.00	\$2,250.00
15	Select Backfill Material	100	CY	\$ 30.00	\$3,000.00	\$30.00	\$3,000.00
16	Incidental Stone, #57 Stone	50	TON	\$ 35.00	\$1,750.00	\$40.00	\$2,000.00
17	Incidental Stone, ABC	50	TN	\$ 35.00	\$1,750.00	\$35.00	\$1,750.00
18	Incidental Stone, Ballast	50	TON	\$ 35.00	\$1,750.00	\$50.00	\$2,500.00
19	Contingency	1	LS	\$ 25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
					\$328,922.50		\$335,859.00
							Low Bidder



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 7/24/19

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 8/1/19

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 14

3rd Avenue and Buncombe Street Stormwater Issue:

There is a sinkhole near the City's existing sidewalk on the south side of 3rd Avenue close to the Buncombe Street intersection. The sinkhole has been increasing in size and is impacting the sidewalk requiring its closure. Staff has investigated the cause and determined that the stormwater drainage system that flows across private property downstream of its 3rd Avenue crossing has collapsed in multiple locations. We are investigating possible solutions and will present recommendations and associated cost estimate(s). The presentation will be forthcoming. Thank you and please let us know if you have any questions.

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

Currently working out budget numbers and will solicit pricing from contractors if we move forward.

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

N/A

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Joseph Vindigni, Fire Chief

Department: Fire

Date Submitted: July 17, 2019

Presenter: Joseph Vindigni, Fire Chief

Date of Council Meeting to consider this item: August 1, 2019

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 16a

In an effort to keep City Council and City management informed about the Fire Department the Fire Chief has created a statistical report that will be published on a biannual basis. The intention is to show data on call volume for both EMS and fire, automatic aid given & received, reliability/availability, as well as fire inspections data. In the future we will add even further information such as smoke alarm & car seat installations as well as public education and prevention activities.

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:

N/A

Attachments:

Fire Department Biannual Report (Jan- June 2019)



Hendersonville Fire

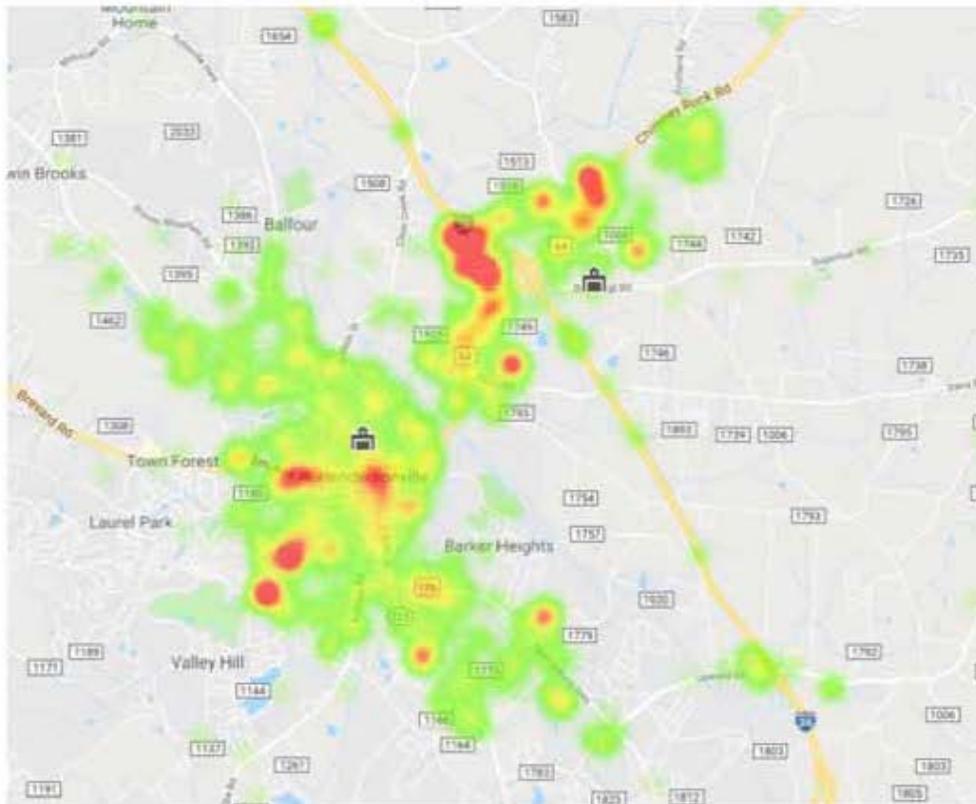
Fire Chief
Biannual Report
Jan-June 2019

Hendersonville Fire Department Statistics – January – June 2019

Operations Division

2019	Total Calls	Rescue/EMS	Fire	Automatic Aid Given	Automatic Aid Received	Overlapping Calls
January	379	258	121	18	8	168
February	286	211	75	6	8	87
March	362	257	105	11	5	139
April	350	252	98	11	20	125
May	361	257	104	17	7	124
June	401	284	117	18	6	170
TOTAL	2139	1519	620	81	54	813

Call Volume Heat Map

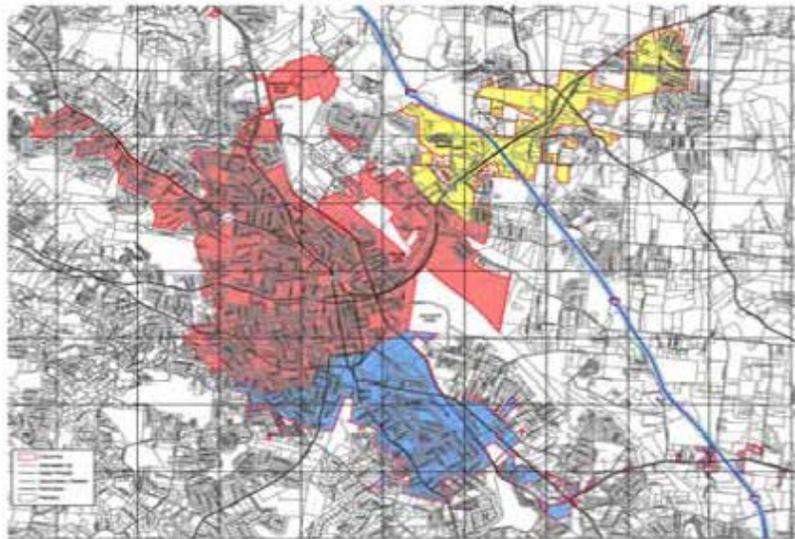


Incident Types - January – June 2019

INCIDENT TYPE	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
False Alarm & False Call	30	20	20	17	17	16	120
Fire	6	4	4	5	4	7	30
Good Intent Call	34	21	31	26	24	40	176
Hazardous Condition (No Fire)	23	4	5	8	11	8	59
Overpressure Rupture, Explosion, Overheat(no fire)	1		2				3
Rescue & Emergency Medical Service Incident	258	211	257	252	257	284	1519
Service Call	26	26	43	35	48	46	224
Severe Weather & Natural Disaster	1			5			6
Special Incident Type				2			2
Total	379	286	362	350	361	401	2139

**District Breakdown
January – March 2019**

District 1 – Red – 929 Calls **District 2 – Yellow – 710 Calls** **District 3 – Blue – 413 Calls**
Outside City – 87 Calls



Station 1 – 1493 Calls **Station 2 – 779 Calls**
E-1 responded to 1025 Calls **L-1 responded to 520 Calls** **E-2 responded to 681 Calls**

Life Safety Division

2019	Total Inspections	Annual	Re-Inspections	Plans Review	Sprinkler & Fire Alarm	Consultations	Other
<i>January</i>	329	143	74	12	4	13	83
<i>February</i>	235	63	52	6	23	15	76
<i>March</i>	326	112	61	11	12	34	96
<i>April</i>	365	169	78	9	8	27	74
<i>May</i>	483	205	85	6	10	36	141
<i>June</i>	680	316	113	3	3	69	176
TOTAL	2418	1008	463	47	60	194	646

** 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- June)

*Taught 8 Fire Department presentations at Carolina Village
 Taught over 70 hours of Fire Prevention educational classes in the community
 Installed a total of 417 smoke alarms and changed 8 smoke alarm batteries
 Installed and/or checked 56 car seats at our fire stations*



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Admin

Date Submitted: 07.24.19

Presenter: Tammie Drake

Date of Council Meeting to consider this item: 08.01.19

Nature of Item: Council Action

Summary of Information/Request:

Item # 17

Board/Commission Vacancies and Applications

Downtown Advisory Committee: There is one vacant stakeholder position. Last month you received the application of Janna Watson, co-owner of The French Broad Kitchen and Wine Bar.

Environmental Sustainability Board: There are two vacant City positions. Last month you received the application of Neil Brown who would like to serve.

Vacancies exist on the following boards:

Business Advisory Committee: 2 vacant City positions. Members are individuals, principals or other significant representatives of a business. We have no applications on file.

Walk of Fame Steering Committee: 1 vacant City position. We have no applications on 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:

I nominate for a term on the _____ Board.

Attachments: