

AGENDA

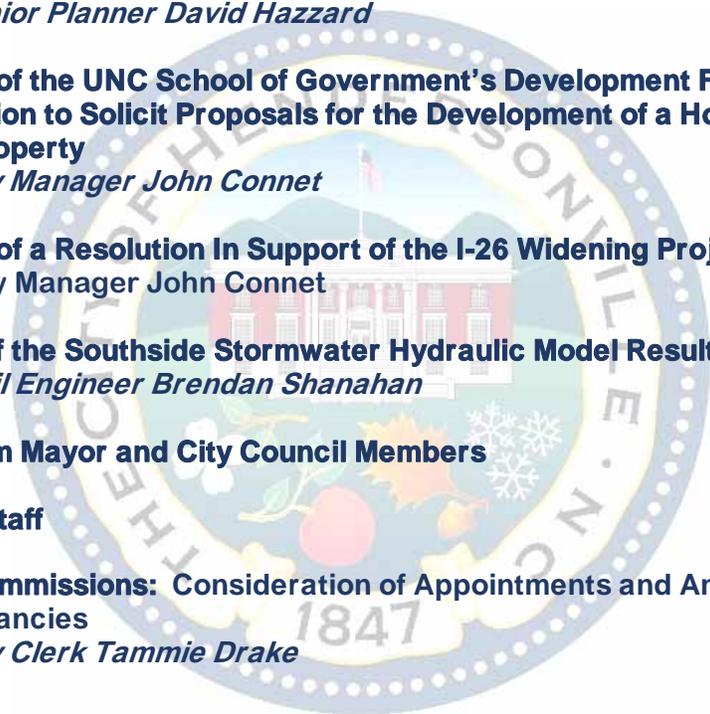
CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

NOVEMBER 3, 2016 – 5:45 P.M.

COUNCIL CHAMBERS – CITY HALL

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Public Comment Time:** *Up to 15 minutes is reserved for comments from the public for items not listed on the agenda*
4. **Consideration of Agenda**
5. **Consideration of Consent Agenda:** *These items are considered routine, noncontroversial in nature and are considered and approved by a single motion and vote.*
 - A. **Consideration of Minutes: October 6, 2016 Regular Meeting**
 - B. **Consideration of Amendments to the Records Retention Schedule**
 - C. **Consideration of Bid Award for the U.S. Highway 64 Sidewalk Improvements Project**
 - D. **Consideration of Value Engineering, Bidding & Construction Administration Contract Award for the Etowah Area Water System Improvements Project**
 - E. **Consideration of a Resolution Accepting a Grant Offer for Wastewater Asset Inventory and Assessment**
 - F. **Consideration of a Utility Extension Agreement for Claystone for a Gravity Sewer Extension**
 - G. **Consideration of Report on Disposition Surplus Property**
 - H. **Consideration of Resolution of Intent to Close an Unopened Alley Located within the Oklawaha Village Project on PIN 9569-85-1339 as Petitioned by the Housing Assistance Corporation**
 - I. **Consideration of Resolution of Intent to Close an Unopened Alley Located on PIN 9569-71-4068 Between N. Main Street and Algeria Street as Petitioned by Mr. John Liberatos**
 - J. **Consideration of Special Event Permit for the VFW Post 5206 Veterans Day Poker Run**
 - K. **Consideration of Amendments to the Fee Schedule**

6. **Public Hearing – Consideration of a Request to Close a Portion of Market Street off of White Street** *(continued from October 6, 2016 Meeting)*
Presenter: Development Assistance Director Susan Frady
7. **Public Hearing – Consideration of a Request to Close an Unopened Alley off of Seventh Avenue** *(continued from October 6, 2016 Meeting)*
Presenter: Development Assistance Director Susan Frady
8. **Public Hearing – Consideration of an Application from Claystone, LLC Requesting Satellite Annexation of Property Located at 20 Hannah Grace Way (PIN 9579663377)**
Presenter: Development Assistance Director Susan Frady
9. **Public Hearing – Consideration of an Application from Atha Plaza, Inc., for an Amendment to a Special Use Permit to Construct a 3,150 square foot Building within the Existing Sugarloaf Commercial Center**
Presenter: Senior Planner David Hazzard
10. **Consideration of the UNC School of Government’s Development Finance Initiative Recommendation to Solicit Proposals for the Development of a Hotel on the Grey Hosiery Mill Property**
Presenter: City Manager John Connet
11. **Consideration of a Resolution In Support of the I-26 Widening Project**
Presenter: City Manager John Connet
12. **Presentation of the Southside Stormwater Hydraulic Model Results**
Presenter: Civil Engineer Brendan Shanahan
13. **Comments from Mayor and City Council Members**
14. **Reports from Staff**
15. **Boards and Commissions: Consideration of Appointments and Announcement of Upcoming Vacancies**
Presenter: City Clerk Tammie Drake
16. **New Business**
17. **Adjourn**





CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Administration

Date Submitted: 10.24.16

Presenter: Tammie Drake

Date of Council Meeting to consider this item: November 3, 2016

Nature of Item: Council Action

Summary of Information/Request:

Item # 05b

The State Archives of North Carolina, Division of Cultural Resources, has recently published amendments to the 2012 Municipal Schedule of the Records Retention Schedule. DCR publishes amendments as the law changes, when they learn of records that were not created before or were not on the schedule, or they realize the language in the previous schedule needs clarification. They are proposing amendments to:

STANDARD 6. EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS

Amending Item 3, 911 Recordings as shown on substitute page 41 and Item 18 Emergency Notifications as shown on substitute page 43.

STANDARD 9.LAW ENFORCEMENT RECORDS

Amending Item 136, Law Enforcement Audio and Video Recordings, as shown on substitute page 90.

The City Council adopted the latest Records Retention and Disposition Schedule in December 2012 and recommended amendments in October 2013 and January 2015. When adopted, this schedule sets forth the standards for retaining and destroying public records. Without it, the City would be obligated to obtain DCR's permission to destroy any record.

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

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

I move Council's approval of the amendments to the Records Retention Schedule recommended by the Department of Cultural Resources dated October 1, 2016.

Attachments:

Approval/signature page, substitute pages

**Municipal
Records Retention Schedule Amendment**

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

STANDARD 6. EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS

Amending Item 3, 911 Recordings as shown on substitute page 41 and Item 18 Emergency Notifications as shown on substitute page 43.

STANDARD 9. LAW ENFORCEMENT RECORDS

Amending Item 136, Law Enforcement Audio and Video Recordings, as shown on substitute page 90.

APPROVAL RECOMMENDED

City/Town Clerk

Chief Administrative Officer/
City Manager



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Mayor



Susan W. Kluttz, Secretary
Department of Natural and Cultural Resources

Municipality: _____

October 1, 2016

STANDARD-6. EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS

Official records explaining the authority, operating philosophy, proposed methods, and primary functions of municipal emergency services programs and municipal fire departments.

ITEM #	STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	911 COMMUNICATION RECORDS Printouts of 911 calls received and computer-aided dispatch (CAD) reports. Reports may list time and date of call, contents of call, location of call, name of unit dispatched and other related information.	Destroy in office after 3 years, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4 (i), and GS §132-1.5.
2.	911 FILE Information regarding the implementation, training, and operations of the 911 system.	Destroy in office after 5 years.	
3.	911 RECORDINGS Tapes, digital recordings, and text messages generated by 911 calls	Destroy in office after 30 days, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4(i).
4.	ACCIDENT FILE Records concerning personnel and municipally owned property damage.	Destroy in office 3 years after resolution.*	
5.	ACTIVITY REPORTS Reports on an individual, shift, project and other basis submitted on a daily, weekly, or other basis.	Destroy in office after 3 years.	

*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

ITEM #	STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	CONSOLIDATED MONTHLY REPORTS	Destroy in office after 5 years.	
14.	DAILY LOG Log, journal, blotter or similar record showing activities of a fire department or emergency services.	Destroy in office after 1 year.	
15.	DISASTER AND EMERGENCY MANAGEMENT PLANS Records concerning preparedness, evacuations, and operations in the event of a disaster (natural, accidental, or malicious). Includes but not limited to official copy of comprehensive plan and all background surveys, studies, reports, and draft versions of plans. See also COMPREHENSIVE PLAN item 19, page 4.	a) If an element of the Comprehensive Plan, destroy in office when administrative value ends. † Agency Policy: Destroy in office after _____ b) If not an element of the Comprehensive Plan, destroy in office when superseded or obsolete. c) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan or when superseded or obsolete, whichever comes first.	Comply with applicable provisions of G.S. §132-1.7 regarding the confidentiality of security records.
16.	DISPATCH FILE Records relating to fire dispatch zones. May include maps of fire dispatch zones, census tract information, annexation research, street closings, and other related material.	Destroy in office when superseded or obsolete.	
17.	DISPATCH RECORDINGS Recordings made of activities during an emergency services dispatch.	Destroy in office after 30 days, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4(i), and GS§132-1.5.
18.	EMERGENCY NOTIFICATIONS Records of emergency notifications. Includes automatic identification information, such as the name, address, and telephone numbers of telephone subscribers, or the e-mail addresses of subscribers to an electronic emergency notification or reverse 911 system.	Destroy in office when superseded or obsolete.	Comply with applicable provisions of GS §132-1.4 (i), and GS §132-1.5.

*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
134.	WORK RELEASE EARNINGS REPORTS Inmates' work release earnings reports submitted either to the N.C. Department of Corrections or the Clerk of Superior Court.	Destroy in office after 3 years.*	G.S. §148-32.1
135.	WRECKER SERVICE RECORDS Records concerning wrecker requests or calls. May include lists of wrecker company's towing and storage rates, rotation lists, notification records when vehicles are towed from private property, and other related records.	a) Destroy in office after 1 year if not made part of a case file. b) If record is made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	
136.	LAW ENFORCEMENT AUDIO AND VIDEO RECORDINGS Tapes and digital recordings generated by mobile and fixed audio and video recording devices. Does not include ELECTRONIC/VIDEO RECORDINGS OF INTERROGATIONS (HOMICIDE) item 44, page 71. See also MOBILE UNIT VIDEO TAPES item 81, page 80.	a) Destroy in office after 30 days if not made part of a case file.* b) If records are made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	Comply with applicable provisions of G.S. § 132-1.4A

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**Municipal
Records Retention Schedule Amendment**

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

STANDARD 9. LAW ENFORCEMENT RECORDS

~~Adding Item 136, Law Enforcement Audio and Video Recordings, as shown on substitute page 90.~~

Superseded
October 1, 2016

STANDARD 12. PERSONNEL RECORDS

Amending Item 19, Employee Eligibility Records, as shown on substitute page 105.

APPROVAL RECOMMENDED

City/Town Clerk

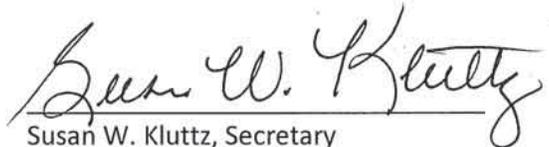
Chief Administrative Officer/
City Manager



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Mayor



Susan W. Kluttz, Secretary
Department of Cultural Resources

January 5, 2015

ITEM #	STANDARD-12. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.	<p>EMPLOYEE EDUCATIONAL ASSISTANCE PROGRAM RECORDS Includes records requesting tuition assistance, repayments, and other related records.</p> <p>See also PERSONNEL RECORDS (OFFICIAL COPY) item 47, page 112.</p>	Destroy in office 3 years after completion, denial, repayment, or removal from program.*	
19.	<p>EMPLOYEE ELIGIBILITY RECORDS Includes the United States Immigration and Naturalization Services, Employment Eligibility Verification (I-9) forms.</p>	Mandatory retention throughout the duration of an individual's employment. After separation, destroy records in office 3 years from date of hire or 1 year from separation, whichever occurs later.	8 USC 1324a(b)(3)
20.	<p>EMPLOYEE EXIT INTERVIEW RECORDS</p> <p>See also PERSONNEL RECORDS (OFFICIAL COPY) item 47, page 112.</p>	Destroy in office after 1 year.	
21.	<p>EMPLOYEE HEALTH CERTIFICATES Includes health or physical examination reports, or certificates created in accordance with Title VII and the Americans with Disabilities Act (ADA).</p>	<p>a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 47, page 112.</p> <p>b) Destroy in office all other records 2 years after resolution of all actions.</p>	

*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

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**Municipal
Records Retention Schedule Amendment**

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

STANDARD 4. BUDGET, FISCAL AND PAYROLL RECORDS

Amending item 32 Escheat and Unclaimed Property File as shown on substitute page 29.

STANDARD 12. PERSONNEL RECORDS

Adding item 1-A Accreditation Records as shown on substitute page 101.

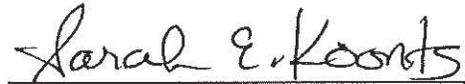
~~Amending item 19 Employee Eligibility Records as shown on substitute page 105.~~ **Superseded January 5, 2015**

Amending items 36 Family Medical Leave Act (FMLA) Records, 42 Leave File, and 43 Leave Without Pay File as shown on substitute pages 110-111.

APPROVAL RECOMMENDED

City/Town Clerk

Chief Administrative Officer/
City Manager



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Mayor



Susan W. Kluttz, Secretary
Department of Cultural Resources

August 29, 2013

Municipality

ITEM #	STANDARD-4: BUDGET, FISCAL AND PAYROLL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27.	DAILY DETAIL REPORTS	Destroy in office after 1 year.*	
28.	DEPOSITS	a) Destroy in office official/audit copies after 3 years.* b) Destroy in office remaining records after 1 year.	G.S. § 159-32
29.	DETAIL REPORT FILE (FINANCIAL RECORDS FOR GENERAL FUND OR GENERAL LEDGER)	a) Destroy in office annual reports after 3 years.* b) Destroy in office all other reports after 1 year.	
30.	DIRECT DEPOSIT APPLICATIONS/AUTHORIZATIONS Includes related records such as bank account numbers and routing numbers.	Destroy in office when superseded or obsolete.	Comply with applicable confidentiality provisions of G.S. §132-1.10(b)(5) regarding personal identifying information.
31.	DISTRICT INVESTMENT RECORDS	Destroy in office after 3 years.*	
32.	ESCHEAT AND UNCLAIMED PROPERTY FILE	a) Destroy in office after 10 years if report was filed prior to July 16, 2012.* b) Destroy in office after 5 years if report was filed after July 16, 2012.*	Comply with applicable provisions of G.S. §116B-60 and §116B-73.
33.	EXPENDITURE REPORTS	Destroy in office after 3 years.*	
34.	FACILITY SERVICE AND MAINTENANCE AGREEMENTS See also GRANTS: FINANCIAL item 36, page 30.	a) Destroy in office depreciation schedules 3 years after asset is fully depreciated or disposed. b) Destroy in office remaining records after 3 years.*	

*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

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ITEM #	STANDARD-12. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ABOLISHED POSITION FILE	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
1-A.	ACCREDITATION RECORDS Records concerning compliance with those standards outlined by professional accreditation programs.	Destroy in office 1 year after accreditation is obtained, renewed, or no longer valid.*	
2.	ADDRESS FILE	Destroy in office when superseded or obsolete.	
3.	ADS AND NOTICES OF OVERTIME, PROMOTION, AND TRAINING OPPORTUNITIES	Destroy in office 1 year from date record was made.	29 CFR 1627.3
4.	AFFIRMATIVE ACTION FILE	a) Destroy in office all reports, analyses, and statistical data after 5 years. b) Destroy in office affirmative action plans 5 years from date superseded.	29 CFR 30.8(b)(e) 29 CFR 1608.4
5.	APPRENTICESHIP PROGRAM RECORDS	Destroy in office 5 years from the date of enrollment.	29 CFR 30.8(e)
6.	APTITUDE AND SKILLS TESTING RECORDS Records concerning aptitude and skills tests required of job applicants or of current employees to qualify for promotion or transfer. May include civil service examinations. See also EMPLOYMENT SELECTION RECORDS item 32, page 109.	a) Destroy in office applicant and employee test papers 2 years from date record was created. b) Destroy in office validation studies and copies of tests 2 years after no longer in use. c) Destroy in office records relating to the planning and administration of tests in office after 2 years.	29 CFR 1602.31 29 CFR 1602.40 29 CFR 1602.49

*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

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ITEM #	STANDARD-12. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
35.	EQUAL PAY RECORDS Includes reports, studies, aggregated or summarized data, and similar documentation compiled to comply with the Equal Pay Act.	Destroy in office after 2 years.	29 CFR 1620.32
36.	FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS Records concerning leave taken, premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over FMLA and other related records.	Item discontinued. See LEAVE FILE, item 42, page 111.	
37.	FRINGE BENEFITS FILE	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
38.	GRIEVANCE FILE Includes initial complaint, investigations, actions, summary, and disposition. May include disciplinary correspondence, including email. See also DISCIPLINARY FILE item 11, page 102 and PERSONNEL RECORDS (OFFICIAL COPY) item 47, page 112.	Destroy in office after 2 years.	
39.	HEALTH INSURANCE FILE Completed claim forms and other records concerning employees covered by health plans.	Destroy in office after 2 years.*	
40.	INCREMENTS FILE	Destroy in office when released from all audits.	
41.	INTERNSHIP PROGRAM FILE Records concerning interns and students.	Destroy in office after 3 years.	

*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

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ITEM #	STANDARD-12. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
42.	LEAVE FILE Records concerning employee leave, including requests for and approval of sick, vacation, overtime, buy-back, shared, donated, military, etc. Includes premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over the Family Medical Leave Act (FMLA), and other related records.	Destroy in office 3 years after return of employee or termination of employment.*	29 CFR 825.110(b)(2)(i) 29 CFR 825.500(b)
43.	LEAVE WITHOUT PAY FILE	Item discontinued. See LEAVE FILE , item 42, page 111.	
44.	LONGEVITY PAY REQUESTS	Destroy in office when released from all audits.	
45.	MERIT AND SENIORITY SYSTEM RECORDS	a) Destroy in office employee-specific records after 3 years. b) Destroy in office system and plan records 1 year after no longer in effect.	29 CFR 1627.3
46.	PERSONNEL ACTION NOTICES Records used to create or change information in the personnel records of individual employees concerning such issues as hiring, termination, transfer, pay grade, position or job title, name change and leave.	a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 47, page 112. b) Destroy in office all remaining records 2 years from date record was created, received, or the personnel action involved.	

*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

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CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 10/25/16

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 11/3/16

Nature of Item: Council Action

Summary of Information/Request:

Item # 05c

Bid Award for US Highway 64 Sidewalk Improvements Project

On October 18, 2016, formal bids were received for the US Highway 64 Sidewalk Improvements Project. Note that the scope of this project was reduced and rebid because all of the original bids were over the available grant funds. The project consists of 1,000 linear feet of new concrete sidewalk, curb and gutter, stormwater piping, asphalt pavement, curb ramps, pedestrian crosswalk and signals along US Highway 64. The engineer's estimate for this project is \$225,000. Four (4) bids were received with the following results.

- Trace and Company - \$188,535.75
- Patton Construction Group - \$233,860.00
- Graham County Land Company - \$264,591.00
- Armen Construction - \$268,749.00

City staff has reviewed each bid for completeness and accuracy. As a result of this review, City staff hereby recommends the award of said project to Trace and Company of Mountain Home, NC (NC Contractor License No. 50843), the lowest responsive and responsible bidder, in the amount of \$188,535.75. The engineer's estimate as well as a bid tabulation showing all the bids and unit prices is attached for your reference. Please let me know if you have any questions or require additional information regarding this project.

Budget Impact: \$ 188,535.75 Is this expenditure approved in the current fiscal year budget? Yes No If no, describe how it will be funded.

There has been a capital project fund established for this project. The project is funded through a Federal Transit Administration (FTA) New Freedom Grant.

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

I move to authorize to award and the City Manager to award and execute the contract for the construction of the US Highway 64 Sidewalk Improvements Project to Trace and Company, the lowest responsive and responsible bidder, in the amount of \$188,535.75; as presented and recommended by staff.

Attachments:

Engineer's Estimate, Bid Tabulation

City of Hendersonville
 Engineering Department
 305 Williams Street
 Hendersonville, NC 28792

OPINION OF PROBABLE COST

PROJECT: US Highway 64 New Freedom Grant Sidewalk Infill Project. Value Engineering Option 1: Removal of project from Arby's and Burger King

Estimate For:
 Preliminary Costs:
 Design Costs:
 Construction Costs:

PREPARED BY:
 Brendan Shanahan, P.E.

Project No. NC57X01500 - 13007

REVIEWED BY:
 Brent Detwiler, P.E.

ITEM	DESCRIPTION	EST. QUAN	UNIT	UNIT PRICE	TOTAL
CONSTRUCTION					
1	AGGREGATE BASE COURSE	188	TONS	\$92.00	\$17,270.99
2	ASPHALT CONCRETE SURFACE COURSE 2", S9.5B	12	TONS	\$375.00	\$4,444.00
3	ASPHALT CONCRETE BASE COURSE, B25.0C	30	TONS	\$230.67	\$6,935.38
4	4" CONCRETE SIDEWALK	407	SY	\$59.33	\$24,148.67
5	6" CONCRETE SIDEWALK	143	SY	\$73.33	\$10,486.67
6	1'6" CONCRETE CURB AND GUTTER	176	LF	\$27.33	\$4,810.67
7	2'6" CONCRETE CURB AND GUTTER	336	LF	\$27.33	\$9,170.33
8	CONCRETE CURB RAMPS	14	EACH	\$983.33	\$13,766.67
9	REMOVAL OF PAVEMENT MARKING LINES, 12"	10	LF	\$6.40	\$64.00
10	REMOVAL OF PAVEMENT MARKING LINES, 24"	253	LF	\$10.80	\$2,732.40
11	THERMOPLASTIC PAVEMENT MARKING LINES, 12", 120 MILS	11	LF	\$8.83	\$97.17
12	THERMOPLASTIC PAVEMENT MARKING LINES, 24", 120 MILS	1023	LF	\$14.53	\$14,867.60
13	INSTALLATION OF ALL PUSHBUTTON ACTIVATED LED SIGNAL HEADS AND PEDESTRIAN CROSSING INFRASTRUCTURE AND APPURTENANCES SHOWN IN CONTRACT DRAWINGS AND THE SIGNAL PLAN DESIGN PROVIDED BY NCDOT	1	LS	\$42,666.67	\$42,666.67
14	INSTALLATION OF DETECTABLE WARNING DOMES INTO PROPOSED CURBS RAMPS AS INDICATED ON PLANS	12	EACH	\$409.33	\$4,912.00
15	INSTALLATION OF DETECTABLE WARNING DOMES INTO EXISTING CURB RAMP	1	EACH	\$1,523.33	\$1,523.33
16	CONCRETE CURB AND GUTTER DEMOLITION, COMPLETE	512	LF	\$15.50	\$7,928.25
17	ASPHALT PAVEMENT & BASE DEMOLITION, COMPLETE INCLUDING ADDITIONAL EXCAVATION AS NECESSARY	221	SY	\$46.67	\$10,295.19
18	CONCRETE & BASE DEMOLITION, COMPLETE INCLUDING ADDITIONAL EXCAVATION AS NECESSARY	132	SY	\$79.00	\$10,462.76
19	REMOVE AND RESET EXISTING LID, GRATE, FRAME & HOOD, COMPLETE IN PLACE	5	EACH	\$456.67	\$2,283.33
20	REPLACE SPECIMEN DOGWOOD TREE, INCLUDING INSTALLATION OF TREE	1	EACH	\$751.67	\$751.67
21	REMOVE AND RESET ABOVE-GROUND INFRASTRUCTURE	7	EACH	\$317.67	\$2,223.67
22	TRAFFIC CONTROL IN NCDOT RIGHT-OF-WAY, COMPLETE	1	LS	\$21,924.00	\$21,924.00
23	BLOCK WALL: EXCAVATION, STONE, BEDDING, BACKFILL, WALL MATERIAL, INSTALLED COMPLETE	1	LS	\$10,916.67	\$10,916.67
	Total Estimated Construction Cost (Rounded)				\$225,000.00

20161018 - Hwy64 Sidewalk Extension bid tabulation.xlsx

CITY OF HENDERSONVILLE															
HIGHWAY 64 SIDEWALK EXTENSION															
BID DATE: 10/18/2016				3 BIDDERS											
TIME: 11:00 AM						ARMEN CONSTRUCTION PO BOX 38630 CHARLOTTE, NC 28279		GRAHAM COUNTY LAND COMPANY 750 TALLULAH ROAD ROBBINSVILLE, NC 28771		PATTON CONSTRUCTION GROUP PO BOX 15054 ASHEVILLE, NC 28813		TRACE AND COMPANY PO BOX 1028 MOUNTAIN HOME, NC 28758		OVERALL	
ITEM	DESCRIPTION	STD. ITEM NO.	SECTION #	QUANTITY	UNITS	TOTAL UNIT PRICE	AMOUNT	TOTAL UNIT PRICE	AMOUNT	TOTAL UNIT PRICE	AMOUNT	TOTAL UNIT PRICE	AMOUNT	AVERAGE UNIT PRICE	AMOUNT
1	AGGREGATE BASE COURSE		520	188	TONS	\$ 60.00	\$ 11,280.00	\$ 60.00	\$ 11,280.00	\$ 42.50	\$ 7,990.00	\$ 67.00	\$ 12,596.00	\$ 57.38	\$ 10,786.50
2	ASPHALT CONCRETE SURFACE COURSE 2", S9.5B		610	12	TONS	\$ 350.00	\$ 4,200.00	\$ 450.00	\$ 5,400.00	\$ 354.00	\$ 4,248.00	\$ 395.00	\$ 4,740.00	\$ 387.25	\$ 4,647.00
3	ASPHALT CONCRETE BASE COURSE, B25.0C		610	30	TONS	\$ 280.00	\$ 8,400.00	\$ 450.00	\$ 13,500.00	\$ 382.00	\$ 11,460.00	\$ 325.00	\$ 9,750.00	\$ 359.25	\$ 10,777.50
4	1'6" CONCRETE CURB AND GUTTER		846	176	LF	\$ 30.00	\$ 5,280.00	\$ 53.00	\$ 9,328.00	\$ 26.50	\$ 4,664.00	\$ 36.00	\$ 6,336.00	\$ 36.38	\$ 6,402.00
5	2'6" CONCRETE CURB AND GUTTER		846	336	LF	\$ 35.00	\$ 11,760.00	\$ 56.00	\$ 18,816.00	\$ 32.00	\$ 10,752.00	\$ 38.00	\$ 12,768.00	\$ 40.25	\$ 13,524.00
6	4" CONCRETE SIDEWALK		848	407	SY	\$ 65.00	\$ 26,455.00	\$ 84.00	\$ 34,188.00	\$ 72.00	\$ 29,304.00	\$ 54.00	\$ 21,978.00	\$ 68.75	\$ 27,981.25
7	6" CONCRETE SIDEWALK		848	143	SY	\$ 75.00	\$ 10,725.00	\$ 100.00	\$ 14,300.00	\$ 97.00	\$ 13,871.00	\$ 75.00	\$ 10,725.00	\$ 86.75	\$ 12,405.25
8	CONCRETE CURB RAMPS		848	14	EACH	\$ 950.00	\$ 13,300.00	\$ 2,200.00	\$ 30,800.00	\$ 1,185.00	\$ 16,590.00	\$ 1,350.00	\$ 18,900.00	\$ 1,421.25	\$ 19,897.50
9	REMOVAL OF PAVEMENT MARKING LINES, 12"		1205	10	LF	\$ 15.00	\$ 150.00	\$ 6.00	\$ 60.00	\$ 12.00	\$ 120.00	\$ 4.20	\$ 42.00	\$ 9.30	\$ 93.00
10	REMOVAL OF PAVEMENT MARKING LINES, 24"		1205	253	LF	\$ 15.00	\$ 3,795.00	\$ 11.00	\$ 2,783.00	\$ 6.00	\$ 1,518.00	\$ 8.50	\$ 2,150.50	\$ 10.13	\$ 2,561.63
11	THERMOPLASTIC PAVEMENT MARKING LINES, 12", 120 MILS		1205	11	LF	\$ 15.00	\$ 165.00	\$ 7.00	\$ 77.00	\$ 60.00	\$ 660.00	\$ 5.25	\$ 57.75	\$ 21.81	\$ 239.94
12	THERMOPLASTIC PAVEMENT MARKING LINES, 24", 120 MILS		1205	1023	LF	\$ 22.00	\$ 22,506.00	\$ 13.00	\$ 13,299.00	\$ 23.00	\$ 23,529.00	\$ 10.50	\$ 10,741.50	\$ 17.13	\$ 17,518.88
13	INSTALLATION OF ALL PUSHBUTTON ACTIVATED LED SIGNAL HEADS AND PEDESTRIAN CROSSING INFRASTRUCTURE AND APPURTENANCES SHOWN IN CONTRACT DRAWINGS AND THE SIGNAL PLAN DESIGN PROVIDED BY NCDOT			1	LS	\$ 65,000.00	\$ 65,000.00	\$ 38,000.00	\$ 38,000.00	\$ 41,532.00	\$ 41,532.00	\$ 8,000.00	\$ 8,000.00	\$ 38,133.00	\$ 38,133.00
14	INSTALLATION OF DETECTABLE WARNING DOMES INTO PROPOSED CURBS RAMPS AS INDICATED ON PLANS			12	EACH	\$ 550.00	\$ 6,600.00	\$ 330.00	\$ 3,960.00	\$ 445.00	\$ 5,340.00	\$ 400.00	\$ 4,800.00	\$ 431.25	\$ 5,175.00
15	INSTALLATION OF DETECTABLE WARNING DOMES INTO EXISTING CURB RAMP			1	EACH	\$ 1,250.00	\$ 1,250.00	\$ 450.00	\$ 450.00	\$ 800.00	\$ 800.00	\$ 1,100.00	\$ 1,100.00	\$ 900.00	\$ 900.00
16	CONCRETE CURB AND GUTTER DEMOLITION, COMPLETE			512	LF	\$ 14.00	\$ 7,168.00	\$ 24.00	\$ 12,288.00	\$ 7.00	\$ 3,584.00	\$ 17.00	\$ 8,704.00	\$ 15.50	\$ 7,936.00
17	ASPHALT PAVEMENT & BASE DEMOLITION, COMPLETE INCLUDING ADDITIONAL EXCAVATION AS NECESSARY			221	SY	\$ 55.00	\$ 12,155.00	\$ 14.00	\$ 3,094.00	\$ 18.00	\$ 3,978.00	\$ 66.00	\$ 14,586.00	\$ 38.25	\$ 8,453.25
18	CONCRETE & BASE DEMOLITION, COMPLETE INCLUDING ADDITIONAL EXCAVATION AS NECESSARY			132	SY	\$ 55.00	\$ 7,260.00	\$ 24.00	\$ 3,168.00	\$ 80.00	\$ 10,560.00	\$ 48.00	\$ 6,336.00	\$ 51.75	\$ 6,831.00
19	REMOVE AND RESET EXISTING LID, GRATE, FRAME & HOOD, COMPLETE IN PLACE			5	EACH	\$ 450.00	\$ 2,250.00	\$ 700.00	\$ 3,500.00	\$ 435.00	\$ 2,175.00	\$ 600.00	\$ 3,000.00	\$ 546.25	\$ 2,731.25
20	REPLACE SPECIMEN DOGWOOD TREE, INCLUDING INSTALLATION OF TREE			1	EACH	\$ 550.00	\$ 550.00	\$ 1,000.00	\$ 1,000.00	\$ 560.00	\$ 560.00	\$ 350.00	\$ 350.00	\$ 615.00	\$ 615.00
21	REMOVE AND RESET ABOVE-GROUND INFRASTRUCTURE			7	EACH	\$ 3,000.00	\$ 21,000.00	\$ 900.00	\$ 6,300.00	\$ 375.00	\$ 2,625.00	\$ 525.00	\$ 3,675.00	\$ 1,200.00	\$ 8,400.00
22	TRAFFIC CONTROL IN NCDOT RIGHT-OF-WAY, COMPLETE			1	LS	\$ 20,000.00	\$ 20,000.00	\$ 27,000.00	\$ 27,000.00	\$ 33,600.00	\$ 33,600.00	\$ 20,000.00	\$ 20,000.00	\$ 25,150.00	\$ 25,150.00
23	BLOCK WALL: EXCAVATION, STONE, BEDDING, BACKFILL, WALL MATERIAL, INSTALLED COMPLETE			1	LS	\$ 7,500.00	\$ 7,500.00	\$ 12,000.00	\$ 12,000.00	\$ 4,400.00	\$ 4,400.00	\$ 7,200.00	\$ 7,200.00	\$ 7,775.00	\$ 7,775.00
						\$ 268,749.00		\$ 264,591.00		\$ 233,860.00		\$ 188,535.75		\$ 238,933.94	



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 10/25/16

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 11/3/16

Nature of Item: Council Action

Summary of Information/Request:

Item # 05d

Etowah Area Water System Improvements Project Engineering Design, Permitting and Bidding

The Etowah Area Water System Improvements project has been ongoing for several years. It was prioritized as part of the CIP in 2014, and an engineering firm was completing the design of the project and getting it ready to bid. Due to unresponsiveness from the engineer, concerns raised by equipment suppliers and prequalified bidders and design quality issues, the original engineering contract was terminated. Staff completed the Request for Qualifications process in order to redesign, permit and bid the project with a different engineer and recently selected Black and Veatch of Charlotte, NC.

Staff is asking Council to allow the City Manager to execute an engineering agreement with Black and Veatch to complete the design, permitting, bidding and award work associated with the Etowah Area Water System Improvements Project. Please note that construction management services will be amended to the attached scope of services at a later date. We welcome any questions that you may have.

Budget Impact: \$ 340,000.00 Is this expenditure approved in the current fiscal year budget? Yes No If no, describe how it will be funded.

There are funds set aside for this project as part of a Capital Project Ordinance. Funds may need to be moved from project contingencies or fund balance in order to cover costs associated with redesign.

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

I move to approve an engineering agreement from Black and Veatch for design, permitting and bidding of the Etowah Area Water System Improvements Project and to authorize the City Manager to execute the agreement for said work; as presented and recommended by staff.

Attachments:

Black and Veatch Engineering Agreement for Etowah Area Water System Improvements

**AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT (Agreement) is by and between the **City of Hendersonville, North Carolina** (Owner) and **Black & Veatch International Company** (Engineer);

WITNESSETH:

WHEREAS, Owner intends to conduct Value Engineering, Bidding and Construction Management for the Etowah Area Water System Improvement Project (the Project);

WHEREAS, Owner requires certain engineering services in connection with the Project (the Services);
and,

WHEREAS, Engineer is prepared to provide the Services.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____.

ARTICLE 2 - CHOICE OF LAW, JURISDICTION AND EXCLUSIVE VENUE

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 without giving effect to the principles thereof relating to conflicts of law. 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.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services. Engineer shall have no liability for defects in the Services attributable to Engineer's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Owner or third parties retained by Owner.

ARTICLE 4 – COMPENSATION

4.1 Payment shall be due and payable upon receipt by Owner to Engineer in accordance with Attachment B, Compensation.

4.2 Method of Payment. Payments due Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

4.3 In the event Owner disputes any invoice item, Owner shall give Engineer written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof. If Owner fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law, if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item finally resolved in Owner's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall at such times as may be required by Engineer for the successful and expeditious completion of the Services:

5.1 Obtain all permits and licenses required to be taken out in the name of Owner which are necessary for the performance of the Services;

- 5.2 Provide Engineer with all specifications necessary for the completion of the Services;
- 5.3 Provide Engineer with soil data evidencing that the site is clean and free of above ground and underground obstructions, fissures, faults and other similarly hidden features which will interfere with the completion of the Services;
- 5.4 Advise Engineer of the existence and undertake the abatement and disposal of all hazardous materials, including, but not limited to, asbestos, polychlorinated biphenyls (PCBs) and radioactive material and other toxic substances, encountered by Engineer in the performance of the Services; and
- 5.5 Appoint an individual who shall be authorized to act on behalf of Owner, with whom Engineer may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon Owner as to all matters pertaining to this Agreement and the performance of the parties hereunder.

ARTICLE 6 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ***NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT, OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.***

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article. Indemnities against, releases from, and limitations on liability expressed in this Agreement shall apply even in the event of the breach of contract or warranty, tort (including negligence), strict liability or other basis of legal liability of the party indemnified or released, or of the party whose liability is limited. Such indemnities, releases, and limitations shall extend to the partners, licensors, subcontractors, vendors and related entities of such party, and all such parties' directors, officers, shareholders, employees, and agents.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless the Owner, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person, damage or destruction to third-party property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

7.3 Employee Claims. Engineer shall indemnify Owner against legal liability for damages arising out of claims by Engineer's employees. Owner shall indemnify Engineer against legal liability for damages arising out of claims by Owner's employees.

7.4 Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, Engineer (including any of its related or affiliated companies) shall not be liable to Owner and Owner expressly waives all claims for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; increased operating costs; and for any special, indirect, incidental, consequential, punitive, or exemplary damages resulting in any way from the performance or non-performance of the Services whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or other basis of legal liability.

7.5 Limitations of Liability. To the fullest extent permitted by law, Engineer's (including any of its related or affiliated companies) total liability to Owner for all claims, losses, damages, and expenses, whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or any other basis of legal liability, resulting in any way from the performance or non-performance of the Services shall not exceed the total compensation actually received by Engineer under this Agreement.

7.6 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason whatsoever, the terms and conditions of this Article shall survive.

ARTICLE 8 – INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with limits of \$500,000 for each occurrence and in the aggregate.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 per occurrence and in the aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. If Owner purchases, or causes a contractor to purchase, a builders' risk or other property insurance policy for the Project, Owner shall require that Engineer be included as a named insured on such policy without liability for the payment of premiums.

Owner assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of Owner and any items at the job site or in transit thereto (including, but not limited to, construction work in progress), however such loss or damage shall occur, including the fault or negligence of Engineer. Owner shall require its insurers to waive all rights of subrogation against Engineer for claims covered under any property insurance that Owner may carry.

Owner shall require all Project contractors under contract with Owner to include Owner and Engineer as additional insureds on their general, automobile, excess, and umbrella liability insurance policies. Further, Owner shall obtain and maintain for the benefit of Engineer the same indemnities, waivers of subrogation rights and insurance benefits obtained for the protection of the Owner from any construction contractor and subcontractor working on the Project and shall obtain from that contractor and subcontractor insurance certificates evidencing the required coverages.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others not under contract to Engineer, or over the resources provided by others not under contract to Engineer to meet Project schedules, Engineer's opinion of probable costs and of project schedules for construction shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's opinions of probable cost or that actual schedules will not vary from Engineer's projected schedules.

ARTICLE 11 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, but not including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Any files delivered in electronic media may not work on systems and software different than those with which they were originally produced. Engineer makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Project specific engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner when Engineer has been compensated for all Services rendered, provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall, however, retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 13 – TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses, including, but not limited to, demobilization, remobilization and cancellation charges. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Except for Owner's payment obligation, neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to: unusually severe weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Engineer shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

ARTICLE 15 - PRE-EXISTING CONTAMINATION

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Owner. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the Project site or sites concerned which was not brought onto such site or sites by Engineer for the exclusive benefit of Engineer. Owner shall release, defend, indemnify, and hold Engineer harmless from and against any and all liability which may in any manner arise from or be in any way directly or indirectly caused by such pre-existing contamination except if, and then only to the extent, such liability is caused by Engineer's sole negligence or willful misconduct.

ARTICLE 16 – COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Mike Osborne, PE
 10715 David Taylor Drive Suite 240
 Charlotte, NC 28262
 704-510-8451

Owner: Brent Detwiler, PE
 305 Williams Street
 Hendersonville, NC 28792
 828-697-3060

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 – WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 – INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment executed by both parties.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21 – ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, except that Engineer may do so to any of its related, affiliated, or successor entities upon written notice to Owner of same. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement effective as of the date first written above.

OWNER

ENGINEER

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

ATTACHMENT A SCOPE OF SERVICES

Owner: City of Hendersonville, NC
Engineer: Black & Veatch International Company
Project: Etowah Area Water System Improvement Project

The Etowah Area Water System Improvement Project generally consists of approximately 15,000 linear feet (LF) of 12 and 8-inch water mains, a booster pump station (size to be determined) and a 500,000 gallon above ground-level water storage tank. Existing files have been provided to the Engineer, including previous design documents, CAD files, permits, modeling files, GIS files, and past correspondence. Easement documents based on the original pipeline route have been completed and agreements have been reached with property owners, but the execution of the documents will be placed on hold pending a potential revised water main route.

The scope of services to complete the project includes preliminary and detailed design, permitting and bidding services for the Etowah Area Water System Improvement Project. Construction management services will be amended to this scope of services at a later date.

The following summarizes the scope of services to be completed:

- Complete a quality control review of the existing design drawings and specifications, including the water main, booster pump station and water storage tank drawings. Note: This scope item has been completed. Based on our findings in coordination with the Owner's findings, the Owner has directed Engineer to complete new design documents for all portions of the project (water main, tank, and booster pump station).
- Complete a hydraulic modeling analysis to determine system head conditions with the new proposed infrastructure.
- Complete detailed drawings and specifications in order to receive competitive bids for the installation of:
 - Approximately 15,000 LF of 12-inch and 8-inch water mains
 - New 500,000 gallon ground-level water storage tank
 - New booster pump station
- Assist Owner with obtaining necessary permits
- Prepare final bid documents and manage bid and advertisement phase
- Construction management services (to be developed at a later date)

Phase 100. Project Administration

1. Provide project management and administration for a 10 month design period to:
 - a. Correspond and consult with Owner,
 - b. Coordinate activities of the project team,

- c. Develop and implement specific work plans, procedures and a quality control and quality assurance plan, and
 - d. Provide overall project direction to meet Owner's objectives.
- 2. Maintain a project filing system to document and retain project records.
- 3. Prepare monthly invoices and status reports to document project progress.
- 4. Arrange for and participate in project status meetings (by phone or in person) with OWNER at key milestones (assume 3 in-person meetings) to review progress, budget, schedule and deviations from this scope of services and exchange ideas and information.
- 5. Prepare and distribute the minutes for project meetings. Minutes for the project meetings will include a record of decisions made.
- 6. Provide administration and coordination of sub-consultants.
- 7. Prepare and submit data request(s) to obtain key data for the project.

Phase 200. Preliminary Design

A. Project Kick-off Meeting

- 1. Coordinate a project kick-off meeting to discuss the following items:
 - a. Project team introductions
 - b. Communication points of contact
 - c. Project goals
 - d. Project history
 - e. Design preferences

B. Preliminary Evaluation

- 1. Review historical documents as provided by the City, including correspondence, review comments, permitting submissions, etc.
- 2. Review existing construction drawings and specifications
- 3. Discuss findings with Owner

C. Hydraulic Analysis/Modeling

- 1. Complete a hydraulic modeling analysis of the Etowah Area Water System, specifically to include the new booster pumping station, water mains and ground storage tank
- 2. Review previously provided system demand information and incorporate into the hydraulic model.

3. Use model results to determine suction pressure at the proposed BPS and total dynamic head (TDH) of the pumps for pumping to the new water storage tank.
 4. Utilize demand projections provided by the Owner with the hydraulic model results to determine recommended flow rates and TDH for proposed pumps based on the existing system with the proposed improvements. Review future demands (2040) provided to determine required flow rates and TDH for future pumping considerations.
 5. Identify pump types and suppliers able to meet the system requirements.
 6. Conduct surge analysis.
- D. Route Investigation
1. Conduct a site visit to the proposed booster pump station and proposed ground level water storage tank sites. Walk the proposed water main route to assist with route selection.
- E. Preliminary Design Memo and Workshop
1. Prepare draft Preliminary Design Memo (PDM), documenting the findings and recommendations of the preliminary evaluation, hydraulic analysis, and route investigation.
 2. Conduct a workshop to present findings and recommendations of the draft PDM and obtain concurrence from Owner.
 3. Finalize the PDM and submit to Owner.

Phase 300. Detailed Design

- A. As part of Detailed Design, Engineer shall produce interim documents for the purpose of review by Owner's staff and Engineer's quality control. The interim documents shall serve as milestones wherein certain features shall be fixed after a period of Owner review. The purpose of the interim documents and fixing certain features shall be to communicate the design progress and avoid later revisions that would impact design efficiency, cost and schedule. Changes made after fixing features will be considered Additional Services. Engineer's Detailed Design services include:
1. Conduct internal quality control reviews and constructability reviews at Project milestones.
 2. Conduct design review meetings with Owner at each Project milestone: Level 1.5 (50% complete), Level 3 (90% complete), and Final (100%).

3. Prepare detailed drawings and specifications and other Contract Documents for the proposed construction work and for the materials and equipment required. For budgeting purposes, 58 drawing sheets were estimated.

The documents shall be prepared for selection of private construction contractors on a competitive bid basis, in accordance with North Carolina State bidding laws.

The Owner's standard front-end documents shall be used. The Engineer's technical specifications and standard detailing techniques shall be used. Contract drawings shall be produced using Auto CAD 2015 (Revit and Civil 3D).

4. Engineer will coordinate with the Owner's preferred systems integrator, Fortech, Inc. who will provide (during construction) the SCADA panels and antennas at the BPS and tank sites, and SCADA interface programming at the Owner's Mills River Water Treatment Plant.
5. Engineer will assist Owner with contractor pre-qualification process. All contractors previously pre-qualified, unless otherwise directed by the Owner, will be presented the opportunity to become pre-qualified for this project.
6. Conduct a workshop meeting with the pre-qualified contractors in order to solicit feedback on the design drawings and specifications. It is anticipated that this meeting will take place prior to completion of Level 3 design documents.
7. Prepare an opinion of probable construction cost at the conclusion of Level 3.
8. Prepare detailed drawings and specifications for one construction contract. After initial review of the previously provided bid documents, it is advantageous for the Owner to have one set of documents for the water main, BPS and tank installation.

B. Field Investigations

1. Complete additional field surveying efforts as necessary. This will include reviewing existing field conditions for a potential new water main alignment and investigating utility markings along the proposed route. Additional topographical survey will not be completed. Engineer will use a combination of existing topographic information available in order to provide existing and proposed grading. If additional surveying efforts become necessary, then Owner will use an existing On-Call services contract to have surveying efforts completed.

2. Geotechnical Services
 - a. The Owner will provide, through Owner's On-Call services contract, geotechnical engineering services to include exploratory work, laboratory and field testing and professional interpretations of exploratory test data. Exploratory work shall include: soil borings, standard penetration tests, laboratory tests, and other field and laboratory tests in order to provide design information. A completed geotechnical report shall be provided.
 - b. The Engineer will provide a required scope of work for the geotechnical services to be completed by the Owner's geotechnical consultant/contractor.
 - c. The Engineer will review the data provided and incorporate the information provided into the design documents.
- C. Level 1.5 Design
 1. Deliverables.
 - a. Draft Front-end documents (use Owner's standard front end documents).
 - b. Division 1 specifications.
 - c. Table of Contents indicating technical specifications to be incorporated.
 - d. Level 1.5 Drawings.
 2. Decisions. Finalize water main route and alignment, verify general layout of tank site, finalize tank size and suppliers, verify pump station site layout, verify pump sizing, pump type, and suppliers, verify general pump station layout
 3. Discussion. Level 1.5 drawings will include the following:
 - a. Pipeline plan and profile drawings.
 - b. Pump station layout, civil, structural, architectural plans and preliminary electrical and I&C schematics.
 - c. Ground-level water storage tank layout and standard drawings.
 - d. Standard civil water details including piping connections, blow-offs, and air relief valves.

Upon completion of Level 1.5, the Engineer's quality control team will review the deliverables. Revisions shall be finalized before proceeding with Design Level 3. Level 1.5 represents approximately 50 percent of the design effort.

D. Level 3 Design

1. Deliverables.
 - a. Front-end documents
 - b. Technical specifications
 - c. Level 3 drawings
 - d. Opinion of Probable Construction Cost
2. Decisions. Make final coordination checks and remaining decisions on plans and specifications.
3. Discussion. Level 3 drawings shall include the following:
 - a. Final pipeline plan and profile drawings
 - b. Final pump station documents including civil, structural, architectural plans and final electrical and I&C diagrams
 - c. Final tank plans and specifications
 - d. Final details

Level 3 Design shall include providing sealed drawings for submittal to state review agencies. Drawings shall be annotated to be a review set only and not for construction.

Phase 400. Permitting & Final Design

A. Permitting Assistance

While permits were obtained previously for this project, revised project plans will require submission to permitting agencies to ensure the revisions are approved. The Engineer will:

1. Provide assistance to Owner in obtaining permits and approvals from federal, state, and local agencies and from utility companies. The following permits and approvals are anticipated:

- a. Water Extensions - Authorization to Construct (NCDEQ/DWR/PWS)
- b. Erosion & Sedimentation Control Permit (NCDEQ)
- c. Storm Water Management Permit (NCDEQ/DEMLR/Stormwater)
- d. Nationwide Permit 12 (US Army Corp of Engineers)
- e. Encroachment Agreement with NC Department of Transportation (General and Controlled Access).
- f. Henderson County
 - 1) Floodplain Development Permit
 - 2) Water Supply Watershed Management Permit
2. Meet with NCDOT and/or other local officials or permitting agencies in order to ensure no conflicts with their requirements.
3. Update and finalize plans and specification with any required regulatory revisions.

Phase 500. Bidding & Award

Following receipt of authorization from Owner, Engineer shall perform the following services related to Bidding and Award of Contract.

- A. Assist Owner in advertising for a single prime contract for all construction, materials, equipment, and services as required for a complete project; attend and conduct pre-bid conferences, and develop minutes of the pre-bid conferences.
- B. Reproduce and distribute Contract Documents to prospective bidders.
- C. Maintain a record of prospective bidders and others to whom Contract Documents have been issued.
- D. Prepare, as appropriate, interpretation, clarification, or further definition of the Contract Documents and provide to the Owner. Develop addenda for issuance by the Owner.
- E. Consult with and advise Owner to determine the acceptability of substitute materials and equipment proposed by the Contractor(s) when substitution prior to award of contracts is allowed by the Contract Documents.
- F. Conduct the bid opening and prepare the certified bid tabulation.

G. Evaluate bids and make a recommendation to Owner regarding award.

PHASE 900. CONSTRUCTION PHASE SERVICES

To be developed at a later date.

OWNER'S RESPONSIBILITIES

- A. The Owner will be responsible for the following in support of this project:
1. Operation of all pipeline valves, pumps, and other equipment.
 2. Provide property access
 3. Bidding and award services.
 - a. Advertise for a single prime contract for construction materials, equipment, and services.
 - b. Post addenda to website as appropriate.
 - c. Attend the bid opening.

SUPPLEMENTAL SERVICES

- A. Any work requested by Owner that is not included in one of the items listed in any other phase will be classified as supplemental services.
- B. Supplemental services shall include, but are not limited to:
1. Additional meetings with local, State, or Federal agencies to discuss the project.
 2. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
 3. Special consultants or independent professional associates required by Owner.
 4. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents, at the request of the Owner.

5. Changes in the general scope, extent, or character of the project, including, but not limited to:
 - a. Changes in size or complexity.
 - b. Owner's schedule, design, or character of construction.
 - c. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.
6. Additional permitting or regulatory meeting assistance. Payment of permitting fees.
7. Provisions, through a subcontract, for aerial photography as requested or approved by Owner.
8. Public information assistance.
9. Assistance in financially related transactions for the Project.
10. Environmental permitting assistance which may include but is not limited to wetland delineation and permitting, or to develop, submit, respond, and other requirements associated with an Environmental Assessment.
11. Provisions, through a subcontract, for implementation of environmental mitigation measures required as an outcome of the permitting assistance.
12. Services resulting from significant delays in obtaining the permits, encroachments, or materials to commence construction.
13. Assistance with procurement of materials.
14. Testing and handling of contaminated soil along pipeline alignment

ATTACHMENT B

Owner: City of Hendersonville, NC
Engineer: Black & Veatch International Company
Project: Etowah Area Water System Improvement Project

COMPENSATION

For the Scope of Services in Attachment A, Owner will compensate Engineer a fee not exceed \$340,000 unless authorized by the Owner in writing. Engineer will invoice Owner in accordance with the attached Budget Estimate, plus reimbursable expenses. The estimated cost of each phase of work is included in the Budget Estimate following this page. Owner agrees Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but not exceed the total amount unless approved in writing by the Owner. Standard hourly rates are subject to review and adjustment annually.

ATTACHMENT C

Owner: City of Hendersonville, NC
Engineer: Black & Veatch International Company
Project: Etowah Area Water System Improvement Project

SCHEDULE

The scope of services is anticipated to be performed as follows:

Preliminary Evaluation	September 22, 2016 – November 30, 2016
Level 1.5 (50%) Detailed Design	December 1, 2016 – January 27, 2017
Level 3 (90%) Detailed Design	January 28, 2017 – March 31, 2017
Permitting and Final Design	April 1, 2017 – May 26, 2017
Bid Phase Services	May 27, 2017 – July 18, 2017

Owner: City of Hendersonville, NC																											
Project: Etowah Area Water System Improvement Project - Budget Estimate																											
PHASE/Task	PHASE	Project Manager	Project Admin	Project Accountant	Engineering Manager	Project Engineer	Modeler	Technician	Structural Engineer	Architect	Mechanical Bldg Engineer	Mechanical Process Engineer	Electrical Engineer	Electrical Technician	I&C Engineer	Geotechnical	Estimator	Resident Engineer	SUBTOTAL Hours	SUBTOTAL Billings \$	Major Repro-duction expenses	Auto / Travel	SUBTOTAL EXPENSES	TOTAL COST			
(Billing Rate, \$\$/Hr.)		\$216.00	\$74.00	\$96.00	\$192.00	\$135.00	\$150.00	\$100.00	\$153.00	\$138.00	\$159.00	\$150.00	\$129.00	\$96.00	\$138.00	\$198.00	\$150.00	\$150.00									
Phase 100 - Project Administration																											
Project Administration		24	8	16		6													54	\$ 8,122			\$ -	\$ 8,122			
Subtotal, Hours		24	8	16		6													54	\$ -			\$ -	\$ -			
Subtotal, Billings		\$ 5,184	\$ 592	\$ 1,536	\$ -	\$ 810	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 8,122	\$ -	\$ -	\$ -	\$ 8,122			
Phase 200 - Preliminary Design																											
Kickoff Meeting		8			8	12													28	\$ 4,884	\$ 250	\$ 250	\$ 250	\$ 5,134			
Preliminary Evaluation		4			4	16													24	\$ 3,792			\$ -	\$ 3,792			
Hydraulic Analysis/Modeling		4				28	40					45							117	\$ 17,394			\$ -	\$ 17,394			
Route Investigation		8				12													20	\$ 3,348	\$ 250	\$ 250	\$ 250	\$ 3,598			
Preliminary Design Memo and Workshop		12	2		8	24										2			48	\$ 7,912			\$ -	\$ 7,912			
Subtotal, Hours		36	2		20	92	40					45				2			237	\$ -			\$ -	\$ -			
Subtotal, Billings		\$ 7,776	\$ 148	\$ -	\$ 3,840	\$ 12,420	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ 6,750	\$ -	\$ -	\$ -	\$ 396	\$ -	\$ -		\$ 37,330	\$ -	\$ 500	\$ 500	\$ 37,830			
Phase 300 - Detailed Design																											
Field Investigations		16				16													32	\$ 5,616	\$ 250	\$ 250	\$ 250	\$ 5,866			
Level 1.5 Detailed Design		24	24		32	165		420	82	48	32	22	72	40	24	40			1,025	\$ 129,297	\$ 500	\$ 250	\$ 800	\$ 130,097			
Level 3 Detailed Design		24	24		32	165		285	90	48	40	40	110	90	12		24		984	\$ 124,719	\$ 500	\$ 250	\$ 800	\$ 125,519			
Contractor Prequal		16				40													56	\$ 8,856			\$ -	\$ 8,856			
Subtotal, Hours		80	48		64	386		705	172	96	72	62	182	130	36	40	24		2,097	\$ -			\$ -	\$ -			
Subtotal, Billings		\$ 17,280	\$ 3,552	\$ -	\$ 12,288	\$ 52,110	\$ -	\$ 70,500	\$ 26,316	\$ 13,248	\$ 11,448	\$ 9,300	\$ 23,478	\$ 12,480	\$ 4,968	\$ 7,820	\$ 3,600	\$ -		\$ 268,488	\$ 1,100	\$ 750	\$ 1,850	\$ 270,338			
Phase 400 - Permitting																											
Permitting Assistance		8			8	30										8			50	\$ 8,118			\$ -	\$ 8,118			
Subtotal, Hours		8			8	30										8			50	\$ -			\$ -	\$ -			
Subtotal, Billings		\$ 1,728	\$ -	\$ -	\$ 1,152	\$ 4,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,188	\$ -	\$ -		\$ 8,118	\$ -	\$ -	\$ -	\$ 8,118			
Phase 500 - Bidding & Award																											
Advertising assistance			2			2													4	\$ 418			\$ -	\$ 418			
Distribute contract documents			6			2													8	\$ 714	\$ 1,000		\$ 1,100	\$ 1,814			
Maintain prospective bidders list			6			2													8	\$ 714			\$ -	\$ 714			
Respond to questions and prepare addenda		2			4	12		4	3	3	2		4		2	2			38	\$ 5,599			\$ -	\$ 5,599			
Consult and advise on substitute materials and equipment		2			2	8													12	\$ 1,896			\$ -	\$ 1,896			
Conduct bid opening and prepare certified bid tabulation		8				12													20	\$ 3,348	\$ 500	\$ 500	\$ 500	\$ 3,848			
Evaluate bids and make award recommendation		2				6													8	\$ 1,242			\$ -	\$ 1,242			
Subtotal, Hours		14	14		6	44		4	3	3	2		4		2	2			98	\$ -			\$ -	\$ -			
Subtotal, Billings		\$ 3,024	\$ 1,036	\$ -	\$ 1,152	\$ 5,940	\$ -	\$ 400	\$ 459	\$ 414	\$ 318	\$ -	\$ 516	\$ -	\$ 276	\$ 396	\$ -	\$ -		\$ 13,931	\$ 1,100	\$ 500	\$ 1,600	\$ 15,531			
Total, Hours		162	72	16	96	558	40	709	175	99	74	107	166	130	38	50	24		2,536	\$ -			\$ -	\$ -			
Total, Billings		\$ 34,992	\$ 5,328	\$ 1,536	\$ 18,432	\$ 75,330	\$ 6,000	\$ 70,900	\$ 26,775	\$ 13,662	\$ 11,766	\$ 16,050	\$ 23,994	\$ 12,480	\$ 5,244	\$ 9,900	\$ 3,600	\$ -		\$ 335,989	\$ 2,200	\$ 1,750	\$ 3,950	\$ 339,939			



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 10/26/16

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 11/3/16

Nature of Item: Council Action

Summary of Information/Request:

Item # 05e

Resolution Accepting Grant Offer for Wastewater Asset Inventory and Assessment

In April 2016 City staff applied for a State Grant for a Wastewater Asset Inventory and Assessment project. The funding is administered by the North Carolina Department of Environmental Quality's Division of Water Infrastructure (DEQ DWI). We received the attached letter dated September 29, 2016 informing the City that the grant application for \$150,000.00 was approved. Staff intends for this Asset Inventory and Assessment project to be a significant portion of an overall wastewater master plan so that, once complete, we will have both water and wastewater system master planning documents. Please note that there is a 15% matching component that will consist of in-kind work by City staff as well as a 1.5% grant fee (\$2,250.00). Also attached is an Offer and Acceptance Document, which must be executed and returned.

Staff is asked for a resolution accepting the grant offer and making the applicable assurances contained therein as well as designating the City Manager as the authorized representative for the project so that he can execute the Offer and Acceptance Document as well as other necessary paperwork.

Please feel free to let me know if you have any questions. Thank you.

Budget Impact: \$ 150,000.00 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

This is a grant project funded by the NC Department of Environmental Quality's Water Infrastructure Fund.

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

I hereby move to accept the \$150,000.00 grant offer from the Division of Water Infrastructure and to authorize the Mayor to execute the attached resolution. 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:

DEQ DWI Offer and Acceptance for State Grant Project with Resolution

RESOLUTION BY GOVERNING BODY OF RECIPIENT

WHEREAS, the North Carolina General Statutes Chapter 159G has created Asset Inventory and Assessment grants to assist eligible units of government with meeting their water infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Reserve Grant in the amount of \$150,000.00 to perform asset inventory and assessment work, and

WHEREAS, the City of Hendersonville intends to perform said project in accordance with the agreed scope of work,

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

That City of Hendersonville does hereby accept the State Reserve Grant offer of \$150,000.00.

That the City of Hendersonville does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That John F. Connet, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 3rd day of November, 2016 at 145 5th Avenue East, Hendersonville, North Carolina.

Barbara G. Volk, Mayor

Attest:

Tammie K. Drake, City Clerk



PAT MCCRORY

Governor

DONALD R. VAN DER VAART

Secretary

KIM H. COLSON

Director

September 29, 2016

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. John F. Connet, City Manager
City of Hendersonville
145 5th Avenue East
Hendersonville, North Carolina 28792

SUBJECT: Offer and Acceptance for a State Grant
Project No. E-AIA-W-16-0038
Wastewater Asset Inventory and Assessment

Dear Mr. Connet:

The City of Hendersonville has been approved for a Wastewater Asset Inventory and Assessment Grant from the Water Infrastructure Fund in the amount of \$150,000.

Enclosed are two (2) copies of an Offer and Acceptance Document extending a State Grant in the amount of \$150,000. This offer is made subject to the conditions set forth in the Offer and Acceptance Document. Please submit the following items to the Division of Water Infrastructure, 1633 Mail Service Center, Raleigh, North Carolina 27699-1633 within forty-five (45) days of receipt.

1. A resolution adopted by the governing body accepting the grant offer and making the applicable assurances contained therein. (Sample copy attached)
2. One (1) copy of the original Offer and Acceptance Document executed by the authorized representative for the project. Retain the other copy for your files.

All work associated with the Asset Inventory and Assessment project must be completed within 24 months of the date of this letter. The documentation described in the standard conditions of the grant offer should be submitted to this office within 24 months, as well. Any work performed prior to the date of the Letter of Intent to Fund may not be eligible for reimbursement.



State of North Carolina | Environmental Quality | Water Infrastructure

1633 Mail Service Center, Raleigh, North Carolina 27699 | Location 512 N. Salisbury Street, Raleigh, North Carolina 27604

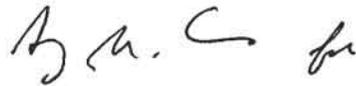
919 707 9160 T

Mr. John F. Connet, City Manager
September 29, 2016
Page 2

In addition, the enclosed pay request form must be used for all reimbursement requests. You may make additional copies as needed. Also, enclosed is a memorandum requesting your Federal Identification Number. Please note that your project will be audited in accordance with the General Statutes.

On behalf of the Department of Environmental Quality, I am pleased to make this offer of State Grant funds made available by North Carolina Water Infrastructure Fund.

Sincerely,



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

Enclosures:

Grant Offer and Acceptance Document (2 copies)
Reimbursement Request form
Fed ID Request Form
Resolution to accept Grant Offer (suggested format)
Grant Closing Fee Invoice

cc: Mr. Brent Detwiler, P.E., City of Hendersonville
AIA

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

State Loan or Grant Offer and Acceptance

This Offer must be accepted, if at all, within forty-five (45) days of receipt.
This Offer is made subject to the attached Standard Conditions and Assurances

Legal Name and Address of Award Recipient

City of Hendersonville
145 5th Avenue East
Hendersonville, North Carolina 28792

Funding Program

Drinking Water	<input type="checkbox"/>	Wastewater	<input checked="" type="checkbox"/>
State Revolving Fund (SRF)	<input type="checkbox"/>		
State Reserve Loan (SRL)	<input type="checkbox"/>		
State Emergency Loan (SEL)	<input type="checkbox"/>		
State Reserve Grant (SRG)	<input type="checkbox"/>		
Asset Inventory and Assessment Grant	<input checked="" type="checkbox"/>		
Merger Regionalization Feasibility Grant	<input type="checkbox"/>		

State Project Number: E-AIA-W-16-0038

Project Description:

Asset Inventory and Assessment Project

Total Financial Assistance Offer \$ 150,000

**Match Percentage
(includes 1.5% Grant Fee):** 15%

1.5% Grant Fee: \$2,250

Pursuant to North Carolina General Statute 159G:

- The recipient is eligible under State law,
- The project is eligible under State law, and
- The project has been ranked and determined by the State Water Infrastructure Authority to be eligible to receive a grant,

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

For The State of North Carolina:

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

 Signature	9/29/16 Date
--	-----------------

On Behalf of:

Name of Representative in Resolution: _____
Title (Type or Print): _____

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE RECIPIENT'S GOVERNING BODY, do hereby accept this State Grant offer and accept the conditions.

_____ Signature	_____ Date
--------------------	---------------

STANDARD CONDITIONS FOR ASSET INVENTORY AND ASSESSMENT GRANTS

1. The recipient acknowledges that no disbursements will be made until the grant fee has been received by the Division of Water Infrastructure.
2. The recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
3. The required grant match must be documented to receive the full amount of this financial assistance offer. The grant match is a percentage of the financial assistance offer amount.
4. All funds provided pursuant to North Carolina General Statute 159G shall be expended solely for carrying out the approved project and an audit shall be performed in accordance with G.S. 159-34, as amended. **The recipient will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the grant recipient is expected to uphold its contract obligations regarding timely payment.
5. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs and grant match, and subject to the recipient's compliance with the conditions of this grant. Requests for reimbursement must be made using the Division of Water Infrastructure's reimbursement form.
6. The recipient must provide a digital copy of the Asset Inventory and Assessment products in a universally readable format.
7. The recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
8. The recipient must provide approved minutes or a resolution confirming the completed Asset Inventory and Assessment work has been presented to the recipient's governing board.
9. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Condition Nos. 6, 7, and 8. After receipt of this documentation, final payment will be made once it is requested.

Date: September 29, 2016

INVOICE

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

Payable to: NC/DEQ-DWI

Mail to: *Attention: Ms. Pam Haven*
Division of Water Infrastructure
1633 Mail Service Center
Raleigh, NC 27699-1633

Bill To: City of Hendersonville
145 5th Avenue East
Hendersonville, North Carolina 28792

Item: 1.5 percent closing fee for AIA Project E-AIA-W-16-0038

Loan Amount: \$150,000.00

Closing Fee Amount: \$2,250.00

PAYMENT IS DUE WITHIN 30 DAYS OF THIS INVOICE

FOR USE OF DIVISION OF WATER INFRASTRUCTURE

Deposit to Fund _____ Amount Paid _____

FEDERAL ID & DUNS # REQUEST MEMO

TO: All Loan and Grants Recipients

SUBJECT: Federal Identification Number

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

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

RECIPIENT:

PROJECT NUMBER:

FEDERAL IDENTIFICATION NUMBER:

DUNS NUMBER:

REIMBURSEMENT REQUEST FORM

Division of Water Infrastructure Project No. _____

Period Covered by this Report - From _____ To _____

Recipient Organization

Name: _____ Payment No. _____

Address: _____ Page No. _____ of _____

City, State & Zip: _____

Please Label Each Column

Use separate column for each contract.

Use additional sheets if needed.

Use a "Misc." column if needed.

Example Column Labels

<i>Engineer</i>	<i>Contract #1, ABC Const. Co.</i>	<i>Contract #2, XYZ Utility Inc.</i>
A	B	C

Classification of

	A	B	C	Total
Planning & Design Fees				
Engr's Fees Admin				
Inspection Fees				
Construction Cost				
Equipment				
Misc.				
Deductions (income)				
Total Cumulative to date				
Previous Received				
Amount Requested				
Percent Complete				

Certification

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with terms of the project and that this request represents the monies due which have not been previously received and that an inspection has been performed and all work is in accordance with the terms of the award.

You must check ONE of the boxes below or your payment will not be processed:

The funds requested above have already been paid to the respective vendors, consultants & contractors by the award recipient.

OR

The funds requested above have not been paid to the respective vendors, consultants & contractors.

Funds received from the State will be disbursed to these entities within three (3) banking days.

Recipient

Signature of Authorized Representative

Date

Type or Print Name and Title

DWI comments



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Rhonda Wiggins

Department: Utilities

Date Submitted: October 19, 2016

Presenter: Lee Smith

Date of Council Meeting to consider this item: November 3, 2016

Nature of Item: Council Action

Summary of Information/Request:

Item # 05f

Claystone (20 Hannah Grace Way) Gravity Sewer Extension

This is a request to extend gravity sewer to serve an existing manufactured home park, due to a failing septic system.

The proposed gravity sewer system consists of:
967 LF of SDR-35 PVC gravity

This project is within the City Limits of Hendersonville.

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

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

This project will be funded by Claystone, LLC.

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

"I move to accept this Sewer Utility Extension Project and to authorize the City Manager to execute the associated Water Utility Extension Agreement on behalf of the City."

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Admin

Date Submitted: 10/26/16

Presenter: John Connet

Date of Council Meeting to consider this item: 11/03/16

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 05g

A report on the declaration of surplus by the City Manager under the authority granted by resolution #11-1051, A Resolution Delegating the Authority for Declaring Person Property Surplus. This City Manager has declared the following list of personal property, mostly IT equipment as surplus, to be sold and donated in accordance with GS 160A-266(1d) and GS 160A-280.

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

N/A

Attachments:

See below...

MEMO

TO: John Connet, City Manager
 FROM: Tom Wooten, Director of Public Works
 DATE: 10/3/2016
 RE: A Request for Declaration of Surplus Items

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

						Model	Serial #	Estimated Value:	Stored at:
01-15	ACTIVE	1999 FORD	CR VIC	SEDAN / 4 DOOR	POL	10-4310 MRV7632	2FAFP71W4XX186824	\$ 1,200.00	Fleet - Parking Lot
01-07	ACTIVE	2006 FORD	CR VIC	SEDAN / 4 DOOR	POL	10-4310 55331T	2FAFP71W76X129712	\$ 2,800.00	Fleet - Parking Lot
01-10	ACTIVE	2006 DODGE	CHARGER	SEDAN / 4 DOOR	POL	10-4310 55307T	2B3KA43G16H486555	\$ 5,000.00	Fleet - Parking Lot
15-06	ACTIVE	2004 FORD	RANGER	PICKUP TRUCK	WS	60-7125 55341T	1FTYR10U74PA55821	\$ 2,200.00	Fleet - Parking Lot
15-07	ACTIVE	2007 FORD	RANGER	PICKUP TRUCK	WS	60-7125 55376T	1FTYR10U47PA24305	\$ 3,300.00	Fleet - Parking Lot
14-28	ACTIVE	2000 FORD	EXPLORER	4X4 SUV	ZONE	10-4350 55367T	1FMZU72X5YUB21783	\$ 1,600.00	Fleet - Parking Lot
16-12	ACTIVE	1989 CHEVROLET	2500	PICKUP TRUCK (3/4 TON)	STR	10-4510 55370T	1GBGC24K8KE183591	\$ 1,200.00	Fleet - Parking Lot
22-10	ACTIVE	1993 FORD	F700	DUMP TRUCK (2 TON)	STR	10-4510 55373T	1FDWF70JXPVA28780	\$ 6,000.00	Fleet - Parking Lot
		1993 Speedaire	5Z639A	air comperssor	Fleet		cracked tank	\$ 400.00	Fleet - shed
59-18	ACTIVE	2000 HUDSON	HSE16	TRAILER	WS	60-7126 55504T	10HHSE164Y1000771	\$ 800.00	cracks in frame. Fleet - shed
		Konica	BizHub	Copier	CH - PD	C220	A0ED013019619	\$ 1,800.00	EQ18861 Traffic Area
		Konica	BizHub	Copier	CH - PD	C364e	A5C101100479	\$ 2,400.00	EQ21976 Traffic Area
		Konica	BizHub	Copier	dispatch	C35	A121011024198	\$ 400.00	EQ22054 Traffic Area
		Konica		Toner	CH - PD	A33K430	TN321C	\$ 50.00	CYAN Traffic Area
		Konica		Toner	CH - PD	A33K230	TN321Y	\$ 50.00	YELLOW Traffic Area
		Konica		Toner	CH - PD	A11G331	TN216M	\$ 50.00	MAGENTA Traffic Area
		Konica		Toner	CH - PD	A11G431	TN216C	\$ 50.00	CYAN Traffic Area
		Konica		Toner	CH - PD	A33K330	TN321M	\$ 50.00	MAGENTA Traffic Area
		Konica		Toner	CH - PD		TN321K/TN-322	\$ 50.00	BLACK Traffic Area
		Konica		Toner	CH - PD	A33K130	TN321K	\$ 50.00	BLACK Traffic Area
		Konica		Toner	CH - PD	A11G231	TN216Y	\$ 50.00	YELLOW Traffic Area
		HP	LaserJet Pro MFP M277dw	Copier	pw	B3Q11A	VNB8J1D4YS	\$ 250.00	PW conf.
		HP		Toner				\$ 50.00	MAGENTA PW conf.
		HP		Toner				\$ 50.00	YELLOW PW conf.
		Brother		Toner	CH	DR-420		\$ 10.00	BLACK Tom's office
		Brother		Toner	CH	DR-420		\$ 10.00	BLACK Tom's office
		Symbol Technologies	Handheld & Two Straps	Parking Ticket System	PD	MC75A0	13203522500450	\$ 350.00	Tom's office
		Symbol Technologies	Charger base	Parking Ticket System	PD	CRD7000-4000E	9222521100828	included above	Tom's office
		HP	LaserJet P2035		CH	CE461A	VNB3248670	\$ 40.00	Traffic Area

13-0

HP	LaserJet CP1025nw Copier					\$	400.00	Traffic Area
HP	LaserJet P2055dn					\$	40.00	Traffic Area
HP	LaserJet M1212nf MFP					\$	40.00	Traffic Area
HP	LaserJet P1102w					\$	20.00	Traffic Area
HP	ColorJet CP1025					\$	70.00	Traffic Area
HP	FormJet FC1032w					\$	10.00	Traffic Area
Canon	ImageClass D420					\$	40.00	Traffic Area
HP	LaserJet P2055dn					\$	40.00	Traffic Area
HP	LaserJet 9050dn					\$	200.00	mezzanine
HP	LaserJet 9000dn					\$	150.00	mezzanine
HP	DesignJet 4850C	Large Format Printer	ENG. or WS	C6082A	SGC2M110DY	\$	500.00	mezzanine
HP	DesignJet 1055CM	Large Format Printer		88075A	IS601E22117	\$	600.00	mezzanine
Globe Distributing Co.		Coin Separator	Traffic	N51933		\$	10.00	mezzanine
Semcon	S140	Coin Counter	Traffic	5-140	2453600	\$	800.00	mezzanine
ShearTech		letter Opener				\$	10.00	mezzanine
1990 EZ-Liner		Paint Stripping Machine	Traffic	224183	K88A 1C802330S1	\$	150.00	SHI Briggs engine
POM		NEW Parking Meters	Traffic			\$	4,000.00	42 mezzanine
POM		Dual Head Brackets	Traffic			\$	2000 (four 4)	mezzanine
		Dual Head Brackets	traffic		15 dual head brackets alum. "new"			sugarloaf
		Dual Head Brackets	traffic		7 dual (4) meter bracket painted gray "new"			sugarloaf
POM		169 Used Parking Meter housings	Traffic					114 Duncan Meter, 55 PC Sugarloaf
POM/PM		Used Parking Meter Mechanisms				\$		19
POM/PM		Parking Meter Mechanisms				\$	1,000.00	165 Sugarloaf
POM		Parking Meter Parts			extra parts for meters	\$	40.00	mezzanine
		2 Metal coin collection boxes w/ strap				\$	120.00	17 mechanisms
		aluminum and plastic cups for meters				\$	10.00	Sugarloaf
		Used Parking Meter Shells	traffic			\$	5.00	51 parts 2 metal
		Parking meter labels				\$	150.00	16 empty shells
		metal cont. ner with open top			7'9" wide, 5' tall, 181" long, one door opens at top - some metal made			21 Sugarloaf
		50 Wooden Power Poles (approx 100 lbs)			4-5' range, 15-25-30' range, 30'-8'-15' range			sugarloaf
		used pool cover - large			see sheet in "new" folder	\$	200.00	sugarloaf
		Keith Park - granite monument			42" tall, 53" wide, 20" thick	\$	100.00	sugarloaf
		Sullivan Park - granite monument			30" tall, 71" wide, 16" thick	\$	100.00	sugarloaf
TEECO	Traffic Controller	one controller in cabinet, 4 wave controllers				\$	100.00	mezzanine
Econolite	Traffic Controller	2 controllers, other components				\$	100.00	mezzanine
		glass housing for traffic signal heads (differs in size and location)				\$	100.00	mezzanine
Binza	paint sprayer (oil)					\$	40.00	mezzanine
Traffic	Traffic Cabinet with parts					\$	100.00	mezzanine
	box of relay					\$	10.00	mezzanine

Knuckleboom Unit	one used knuckleboom lift - worn worm gear on the turret.	\$	1,000.00		Sugarloaf
new street name cross pieces (box)		\$	40.00	86 individual pieces	traffic
pallet of signal heads	all 12 plastic CH heads, some damaged. 12" wide, 36 long with hanger.	\$	400.00		sugarloaf
Pallet 2 of signal heads	7 plastic CH, 1 metal. 12 wide, 36 inches long with hanger.	\$	300.00		sugarloaf
Computer parts and cables	several computer parts and boxes of cables units from the IT office	\$	300.00		IT office ops
Used Zip Line	3/8 inch ss cable by 54 feet (approximately) 32 in chain on each end	\$	100.00		old Mill Bldg
Used Zip Line	3/8 in alum. Cable by 54 feet (approximately) 34 in chain on one end, large eye bolt on the ot	\$	100.00		old Mill Bldg
used tire swing and swivel	(from Sullivan Park)	\$	10.00		old Mill Bldg
3 flood lights	(from CH - 175 watt Metal Halide flag pole lights)	\$	20.00		old Mill Bldg
2 large flood lights	(from CH - 750 watt pusle start metal halide façade lightes, stanchion post is missing.)	\$	40.00		old Mill Bldg
Sico Interlocking Floor	62 - 36 x 36 pieces, 25 pieces of edge, 3 metal storage carts on rollers for flooring.	\$	40.00	No. 271504	old Mill Bldg

Approved.




CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 10-24-16

Presenter: Susan G. Frady, Dev. Assistance Director

Date of Council Meeting to consider this item: 11-03-16

Nature of Item: Council Action

Summary of Information/Request:

Item # 05h

The City has received an application from Housing Assistance Corporation, to close an unopened right-of-way located on PIN # 9569-85-1339. This right-of-way extends from North Main Street south. A map, survey and legal description is included.

General Statute 160A-299 has procedures for permanently closing streets and alleys. Whenever there is a proposal to permanently close any street or public alley, the City Council shall first adopt a resolution declaring its intent to close the street or alley and shall set a date for a public hearing. At this public hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest or the property rights of any individual.

The Resolution of Intent setting January 5, 2017 as the public hearing date is attached.

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

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

I move Council to adopt the Resolution of Intent for the closing of an unopened alley located on PIN # 9569-85-1339 as petitioned by Housing Assistance Corporation.

Attachments:

- Memo
- Resolution of Intent
- Map
- Description

MEMORANDUM

Development Assistance Department

TO: Honorable Mayor and Members of City Council
FROM: Susan Frady
RE: Housing Assistance Street Closing (File No.P16-33-SC)
DATE: October 24, 2016

The City has received an application from Housing Assistance Corporation, to close an unopened right-of-way located on PIN # 9569-85-1339. This right-of-way extends from North Main Street south. A map, survey and legal description is included.

General Statute 160A-299 has procedures for permanently closing streets and alleys. Whenever there is a proposal to permanently close any street or public alley, the City Council shall first adopt a resolution declaring its intent to close the street or alley and shall set a date for a public hearing. At this public hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest or the property rights of any individual.

The Resolution of Intent setting January 5, 2017 as the public hearing date is attached.

Suggested Motion:

I move Council to adopt the Resolution of Intent for the closing of an unopened alley located on PIN # 9569-85-1339 as petitioned by Housing Assistance Corporation.

RESOLUTION OF INTENT

A resolution declaring the intention of the City of Hendersonville City Council to consider closing an unopened right-of-way located on PIN # 9569-85-1339 between extending south from N. Main Street as petitioned by The Housing Assistance Corporation.

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

WHEREAS, John G. Housing Assistance Corporation has petitioned the Council of the City of Hendersonville to close an unopened alley located on PIN # 9569-85-1339 between extending south from N. Main Street, and

WHEREAS, the City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of an unopened alley located on PIN # 9569-85-1339.

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

1. A meeting will be held at 5:45 p.m. on the fifth day of January, 2017, in the Council Chambers of City Hall to consider closing an unopened alley located on PIN # 9569-85-1339.
2. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks.
3. The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of the Resolution of Intent.
4. The City Clerk is further directed to cause adequate notices of the Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Adopted by the City Council at a meeting held on the third day of November, 2016.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, MMC, City Clerk

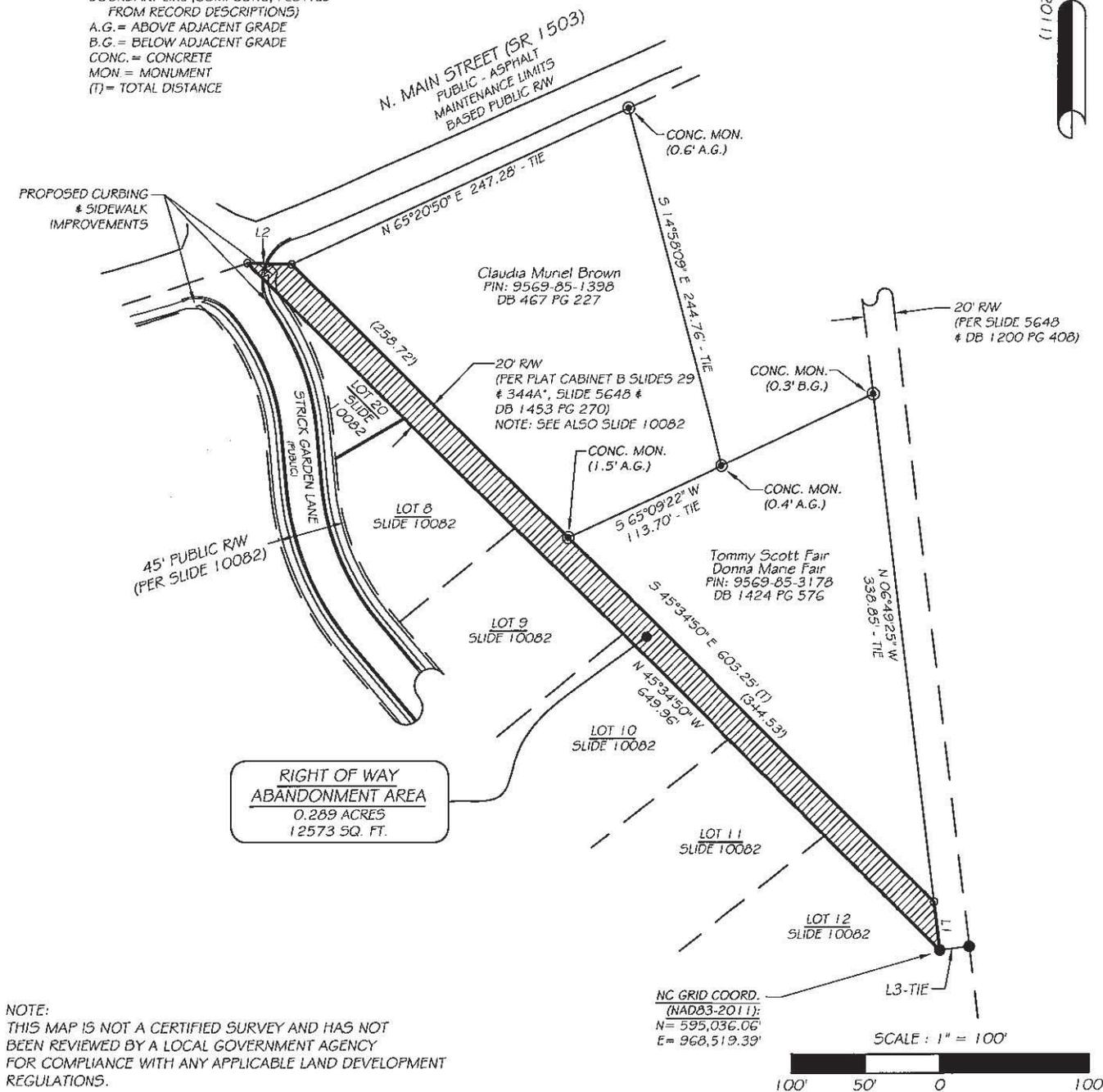
(Seal)

LEGEND & ABBREVIATIONS :

- PB= PLAT BOOK
- DB= DEED BOOK
- PG= PAGE
- R/W= RIGHT OF WAY
- PIN= PARCEL IDENTIFICATION NUMBER
- CP= CALCULATED POINT (NOT MARKED IN FIELD)
- RECOVERED BOUNDARY MONUMENT (SIZE AND TYPE AS NOTED)
- BOUNDARY MONUMENT SET BY MCABEE (RBS= #4 REBAR W. MCABEE CAP SET)
- BOUNDARY LINE (FIELD SURVEYED)
- BOUNDARY LINE (COMPOSITE, PLOTTED FROM RECORD DESCRIPTIONS)
- A.G.= ABOVE ADJACENT GRADE
- B.G.= BELOW ADJACENT GRADE
- CONC.= CONCRETE
- MON.= MONUMENT
- (T)= TOTAL DISTANCE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 06°49'25" E	32.05'
L2	S 88°19'10" E	29.56'
L3	N 83°14'23" E	20.00'



NOTE:
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



McABEE ASSOCIATES, P.A.
PROFESSIONAL LAND SURVEYING

Eric S. McAbee, PLS
J. Barry West, PLS
Wallace S. McAbee, PLS (Emeritus)
3 McAbee Trail Fairview North Carolina, 28730
www.mcabeesurvey.com Firm License Number: C-694

EXHIBIT MAP OF RIGHT OF WAY ABANDONMENT AREA ASSOCIATED WITH THE PROJECT : OKLAWAHA VILLAGE

MAP PREPARED FOR:
HOUSING ASSISTANCE CORP.

DATE: 10-11-2016
PROJECT NO.: #11553
DRAWN BY: JBW
DRAWING NO.: A-16-1747
SCALE: 1" = 100'

LEGAL DESCRIPTION FOR THE ABANDONMENT OF A PORTION OF THE 20' RIGHT OF WAY RECORDED AND SHOWN ON PLAT CABINET B SLIDES 29 AND 344A AND BORDERING THE PROPERTY OF THE HOUSING ASSISTANCE CORPORATION (RECORDED IN DEED BOOK 1612 PAGE 485) AND SHOWN ON PLAT SLIDE 10082

Being located within the City of Hendersonville, Hendersonville Township - Henderson County, North Carolina and being more particularly described as follows:

Beginning at a #4 Rebar with McAbee ID Cap Set on the Southern Margin of the said subject 20' Right of Way; said Rebar also being located on the Western Margin of the another 20' Right of Way (shown on Plat Slide 5648 and described in Deed Book 1200 Page 408) and also being located on the Northern Line of Oklawaha Village as recorded on Plat Slide 10082; and further bearing NC Grid Coordinates (NAD83-Epoch 2011) of: Northing = 595,036.06' and Easting = 968,519.39'; thence following the Southern Margin of the subject 20' Right of Way and Northern Boundary of Oklawaha Village North 45°34'50" West 649.96 feet to a calculated point located on the Eastern Margin of North Main Street (SR 1503); thence turning and running South 88°19'10" East 29.56 feet to a calculated point located on the Northern Margin of the said 20' Right of Way; thence following the Northern Margin of the said Right of Way South 45°34'50" East and passing a Concrete Monument at a distance of 258.72 feet for a total distance of 603.25 feet to a calculated point located on the Western Margin of the 20' Right of Way shown on Plat Slide 5648; thence following this Right of Way South 06°49'25" East 32.05 feet to the Point and Place of Beginning.

Containing 0.289 Acres / 12,573 Square Feet.



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 10-24-16

Presenter: Susan G. Frady, Dev. Assistance Director

Date of Council Meeting to consider this item: 11-03-16

Nature of Item: Council Action

Summary of Information/Request:

Item # 05i

The City has received an application from John G. Liberatos, to close an unopened alley located on PIN # 9569-71-4068. This alley is on property located between N. Main Street and Algeria Street. Mr. Libertos owns the property on both sides of the alley. A map, survey and legal description is included.

General Statute 160A-299 has procedures for permanently closing streets and alleys. Whenever there is a proposal to permanently close any street or public alley, the City Council shall first adopt a resolution declaring its intent to close the street or alley and shall set a date for a public hearing. At this public hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest or the property rights of any individual.

The Resolution of Intent setting January 5, 2017 as the public hearing date is attached.

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

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

I move Council to adopt the Resolution of Intent for the closing of an unopened alley located on PIN # 9569-71-4068 as petitioned by John G. Liberatos.

Attachments:

Memo
Resolution of Intent
Map
Description

MEMORANDUM

Development Assistance Department

TO: Honorable Mayor and Members of City Council
FROM: Susan Frady
RE: Liberatos Alley Closing (File No.P16-29-SC)
DATE: October 13, 2016

The City has received an application from John G. Liberatos., to close an unopened alley located on PIN # 9569-71-4068. This alley is on property located between N. Main Street and Algeria Street. Mr. Libertos owns the property on both sides of the alley. A map, survey and legal description is included.

General Statue 160A-299 has procedures for permanently closing streets and alleys. Whenever there is a proposal to permanently close any street or public alley, the City Council shall first adopt a resolution declaring its intent to close the street or alley and shall set a date for a public hearing. At this public hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest or the property rights of any individual.

The Resolution of Intent setting January 5, 2017 as the public hearing date is attached.

Suggested Motion:

I move Council to adopt the Resolution of Intent for the closing of an unopened alley located on PIN # 9569-71-4068 as petitioned by John G. Liberatos.

RESOLUTION OF INTENT

A resolution declaring the intention of the City of Hendersonville City Council to consider closing an unopened alley located on PIN # 9569-71-4068 between N. Main Street and Algeria Street as petitioned by John G. Liberatos.

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

WHEREAS, John G. Liberatos has petitioned the Council of the City of Hendersonville to close an unopened alley located on PIN # 9569-71-4068 between N. Main Street and Algeria Street, and

WHEREAS, the City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of an unopened alley located on PIN # 9569-71-4068.

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

1. A meeting will be held at 5:45 p.m. on the fifth day of January, 2017, in the Council Chambers of City Hall to consider closing an unopened alley located on PIN # 9569-71-4068.
2. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks.
3. The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of the Resolution of Intent.
4. The City Clerk is further directed to cause adequate notices of the Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

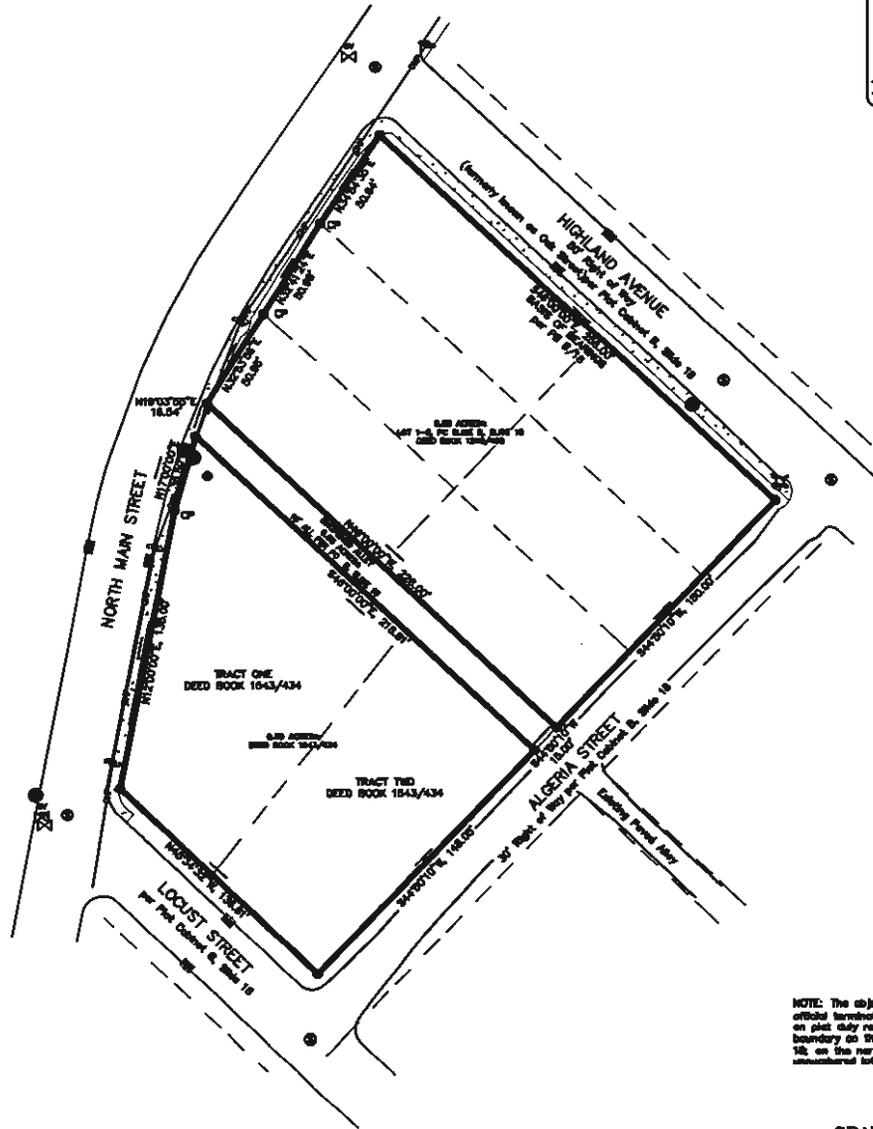
Adopted by the City Council at a meeting held on the third day of November, 2016.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, MMC, City Clerk

(Seal)



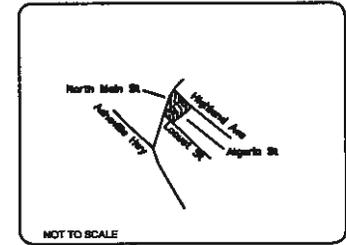
NOTE: The objects (or reasons) for this survey is to facilitate the official determination of the unoccupied area (OUB areas) as shown on plat duly recorded in Plat Cabinet B, Slide 18; this plat also is boundary on the northeast by Lots 1 & 4 of Plat Cabinet B, Slide 18; on the northwest by N. Main Street on the southeast by two unnumbered lots; and on the southwest by Algeria Street.

GRAPHIC SCALE



LEGEND:

○	NP	NEW IRON PIN (1/2" REBAR)
●	EP	EXISTING IRON PIN
○	CP	CALCULATED POINT ONLY
⊕		POWER POLE
⊕		LIGHT POLE
⊕		WATER VALVE
⊕		GAS VALVE
⊕		WATER METER
⊕		FIRE HYDRANT
⊕		SANITARY SCREW MANHOLE
⊕		STORM DRAIN MANHOLE
⊕		CATCH BASIN
⊕		CLEARCUT
⊕		CLUB INLET
⊕		TRANSFORMER
⊕		OVERHEAD POWER
—X—X—		FENCE LINE



Location Map

I, Fulton V. Clinescales, Jr., certify that this plot was drawn under my supervision from an actual survey made under my supervision (Deed descriptions recorded in Book nos. page nos. etc.) that the boundaries not surveyed are clearly indicated on deed from information found in Book _____ Page _____; that the ratio of precision as calculated is 1:110,000; that this plot was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 3rd day of August, 2014, A.D.

Fulton V. Clinescales, Jr.
L-2014

(C)(1)a.1. This survey is of an existing parcel or parcels of Land and does not create a new street or change an existing street.

State of North Carolina
Henderson County

I, _____ Register of Deeds of Henderson County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Register of Deeds

Filed and recorded in the Register of Deeds Office for Henderson County, N.C. this _____ day of August, 2014 at _____ o'clock _____ M in State _____

Register of Deeds

NOTE: PROPERTY CORNERS ARE 1/2" REBAR (NEW), UNLESS OTHERWISE NOTED

STATE of NORTH CAROLINA
Henderson County, Hendersonville Township

Survey for
John G. & Janet M. Liberatos
John A. & Jennifer. Liberatos
(owners)
1033 Highland Ave



FULLIAM - CLINESCALES
ENGINEERS, INC. OF N.C.
ENGINEERS & LAND SURVEYORS
201 S. 1st St. 2ND FLOOR
HENDERSONVILLE, N.C. 28736
FACEDORRILLS@YAHOO.COM
(800) 807-8530
Fax (800) 807-8530
File No. C-2012

DEED BOOK	1643/434	PLAT NO.	1/21
DEED BOOK	1643/434	PLAT NO.	290/402
DEED BOOK	1643/434	PLAT NO.	290/402
DEED BOOK	1643/434	PLAT NO.	290/402
DEED BOOK	1643/434	PLAT NO.	290/402
DEED BOOK	1643/434	PLAT NO.	290/402
DEED BOOK	1643/434	PLAT NO.	290/402
DEED BOOK	1643/434	PLAT NO.	290/402
DEED BOOK	1643/434	PLAT NO.	290/402
DEED BOOK	1643/434	PLAT NO.	290/402

Prepared by: F. V. CLINESCALES, JR., P.E.
L-2014
DATE: AUGUST 3, 2014
FILE NO.: A2014

'EXHIBIT A'

BEGINNING at an iron pin the eastern margin of North Main Street, said pin marking the westernmost corner of Lot 1 of Cold Spring Park as shown on a plat thereof recorded in Plat Cabinet B at Slide 18, Henderson County Registry, reference to which is hereby made, said beginning point also being the westernmost corner of the John G. Liberatos property described in Deed Book 1240 at page 458, and running thence with the southern margin of the said Liberatos property, South 46 deg. 00 ' 00" East 226 feet to the southernmost corner of Lot 4 in the western margin of Algeria Street; thence with the said Algeria Street, South 44 deg 50' 10" West 15 feet to an iron pin at the easternmost corner of Tract Two of the John Anthony Liberatos property described in Deed Book 1543 at page 434, and running thence North 46 deg 00' 00" West 218.81 feet to an iron pin in the eastern margin of North Main Street, the northernmost corner of Tract One of the John Anthony Liberatos property; thence with the eastern margin of North Main Street, North 19 deg 03' 55" East 16.54 feet to the point and place of BEGINNING, containing 0.08 acres more or less and being the 15 foot wide unnamed alley lying to the south of Lots 1 and 4 of Cold Spring Park as shown on a survey of said property by F.V. Clinkscales, Jr. PE recorded in Plat Slide 10318, Henderson County Registry, reference to which is hereby made.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 10-24-16

Presenter: Susan G. Frady, Dev. Assistance Director

Date of Council Meeting to consider this item: 11-03-16

Nature of Item: Council Action

Summary of Information/Request:

Item # 05j

VFW Post 5206 Veteran's Day Poker Run

The Hendersonville VFW Post 5206 is holding a Veteran's Day Poker Run on Saturday, November 5, 2016. Participants will return to the Post at 900 N. Main Street where there will be prizes and raffle items. Participants are encouraged to stop and enjoy the local businesses partnering with the event. Flat Rock Cider Works at 305 N. Main Street will be a stop for participants to pick up a card.

The applicant has requested that the two 15 minute express parking spaces in front of Hannah Flanagan's be blocked from 12-3 to allow the motorcycles to use these spaces. There will be volunteers to keep the spaces open and available for the motorcycles. It was also recommended that the applicant obtain permission from PNC Bank to use their parking lot on Third Avenue for additional parking.

The Downtown Advisory Committee recommended approval of this event with suggestions.

The Special Events Committee unanimously approved this application.

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

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

I move Council's approval of the special event permit for the VFW Post 5206 Veteran's Day Poker Run.

Attachments:



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Admin

Date Submitted: 10/25/16

Presenter: Brian Pahle or Lisa White

Date of Council Meeting to consider this item: 11/03/16

Nature of Item: Council Action

Summary of Information/Request:

Item # 05k

Two amendments to the City's adopted Fee Schedule for fiscal year 2016-17.

1) Add a footnote authorizing the City to refund, credit, or transfer water and sewer service deposits. Currently, there is no authorization to refund these deposits and this revision will provide that. It was the intent of this charge, a deposit by the customer, to be refunded upon satisfactory termination of service with the City. A standard draft procedure is attached to this item.

2) Add two charges to the fee schedule to address a small number of accounts that are on City sewer only and not water. These customers are charged a flat rate for service since a meter is not present to measure the gallons of water used which reflects the wastewater (sewer) produced. This charge would be based on 5,000 gallon usage plus the base charge. The total flat rate would be \$29 per month for inside and \$44 per month for outside. There are only a handful of customers (less than 10) that fall into this category. However, we have not had any fee formally established to address this situation. The amended fee schedule is highlighted and attached below.

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

I move to approve the amendments to the fee schedule as presented.

Attachments:

See below...

CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2016 - 2017

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK

DESCRIPTION	COST/CHARGE/FEE
ADMINISTRATION	
Application for Certificate of Public Convenience & Necessity (taxicab)	\$60.00
CDs	\$1.00
Copy Charges (per page)	
Black	\$0.15
Color	\$0.25
Special Event Vendors: (per day)	
Food Vendors	\$30.00
Non-Food Vendors	\$15.00

DEVELOPMENT ASSISTANCE	
Administrative Review	No Charge
Annexation Waiver, Voluntary (contiguous or satellite)	\$26.00
Comprehensive Plan (per page)	
Black	\$0.15
Color	\$0.25
Conditional Use	\$200.00
Copy Charges (per page)	
Black	\$0.15
Color	\$0.25
Large Format Copy	\$10.00
Demolition Admin Fee	\$100.00
Floodplain Development Permit	\$300.00
Non-Conforming Use	\$100.00
Nuisance Fee (Admin. Cost Doubles for each Offense within a Year)	Cost + \$100 Admin. Cost

Sign Permits (based on cost of sign)	
Minimum	\$40.00
\$1,000	\$45.00
\$2,000	\$50.00
\$3,000	\$55.00
\$4,000	\$60.00
\$5,000	\$65.00
\$6,000	\$70.00
\$7,000	\$75.00
\$8,000	\$80.00
\$9,000	\$85.00
\$10,000	\$90.00
Over \$10,000	\$40.00 per \$1000 over \$10,000

Site Plan Reviews & Amendments	
Commercial, Industrial or Institutional	
5,000 - 19,999 square feet in floor area	\$300.00
20,000 - 50,000 square feet in floor area	\$450.00
Minor Planned Residential Developments	
3 - 10 dwellings	\$300.00
11 - 50 dwellings	\$450.00
Special Use Reviews & Amendments	\$100/acre (\$500 minimum)

AMENDED 11-03-16



**CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2016 - 2017**

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK

DESCRIPTION	COST/CHARGE/FEE
DEVELOPMENT ASSISTANCE	
Street Closing Petition (\$1000 deposit)	Actual Cost
Subdivision Ordinance (per page)	\$0.15
Subdivision Plats	\$20/lot
Telecommunications Towers, Antennas and Equipment	
Basic Permit (C-3, I-1)	\$450.00
Special Use Permit	\$2500.00 ¹
Temporary Use Permit	\$60.00
Traffic Impact Analysis Study	\$1,000.00
Variance	\$75.00
Zoning Map	\$5.00
Zoning Ordinance (per page)	\$0.15
Zoning Ordinance Map Amendment (Legislative Rezoning)	
Commercial or Industrial	\$275.00
Residential < 3 acres	\$175.00
Residential > 3 acres	\$225.00
Zoning Ordinance Text Amendments	\$175.00
Zoning Permit	\$50.00

¹Applicable only to applications required to meet the additional standards contained in Section 16-4-23.4.

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

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

AMENDED 11-03-16



**CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2016 - 2017**

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK

DESCRIPTION	COST/CHARGE/FEE
FIRE DEPARTMENT	
Construction Plans Review	
Commercial hood suppression systems	\$100.00
Explosives and fireworks	\$100.00
Petroleum tanks and appurtenances	\$100.00
Sprinkler systems and fire alarm systems:	
1-50,000 square feet	\$50.00
50,001 to 75,000 square feet	\$100.00
75,001 to 100,000 square feet	\$150.00
100,001 to 150,000 square feet	\$200.00
150,001 square feet and over	\$300.00
Work without a permit	\$250.00
Fire Inspection Fees	
Minimum up to 1,000 square feet	\$50.00
1,001 - 5,000 square feet	\$100.00
5,001 - 10,000 square feet	\$150.00
10,001 - 25,000 square feet	\$200.00
25,001 - 50,000 square feet	\$250.00
50,001 - 100,000 square feet	\$300.00
100,001 - 200,000 square feet	\$350.00
Over 200,000 square feet	\$400.00
Re-inspection Fee (Follow-up) per re-inspection	\$100.00
Hazardous Material Response Fees	
Engine Company Response - per engine (per hr.)	\$150.00
Ladder/Truck Response - per ladder/truck (per hr.)	\$200.00
Chief Officer - per officer (per hr.)	\$75.00
Fire Marshal/Deputy Fire Marshal - per person (per hr.)	\$50.00
Materials/Supplies Used	Actual replacement cost
Off Duty/Call Back Personnel	Average hourly rate x 1.5
Site Assessment Fee	\$50.00
FINANCE	
Credit Card Processing Fee (per transaction) for Tax Payments	2.75%
Credit Card Processing Fee (per \$300) for Water & Sewer Bills	\$2.95
Returned item fee	\$25.00
Itinerant Merchant/Peddlers Fee	\$100.00
POLICE	
Fingerprinting	\$10.00
Precious Metals Dealer Background Check	\$75.00

AMENDED 11-03-16



**CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2016 - 2017**

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK

DESCRIPTION	COST/CHARGE/FEE
POLICE	
<u>Parking Fees, Fines & Penalties:</u>	
All Other Parking Violations C.O. 50	\$25.00
Construction parking permit (per day)	\$5.00
Crosswalk	\$25.00
Fire Lane	\$100.00
Fire Hydrant	\$100.00
Habitual Offender (3 Tickets or more in 30 days)	\$100.00
Handicapped	\$250.00
Limited Zone (Same Block Parking)	\$50.00
Loading Zone/15 minute parking	\$25.00
Monthly Parking Space - G Permit Interior	\$40.00
Monthly Parking Space - G Permit Exterior	\$30.00
Monthly Parking Space - R Permit Interior	\$30.00
Monthly Parking Space - R Permit Exterior	\$20.00
Monthly Parking Space - S Permit Interior	\$20.00
Monthly Parking Space - S Permit Exterior	\$10.00
Overtime/Expired meter	\$25.00
Parking meter (per 1/2 hour)	\$0.50
Penalty after 15 days	\$25.00
Penalty after 30 days additional	\$50.00
Subsequent overtime	\$50 + Doubles each O/T
PUBLIC WORKS	
<u>Boyd Park Mini-Golf Admission</u>	
Adults	\$3.00
Children	\$2.00
<u>Miscellaneous</u>	
Backhoe (per hour)	\$80.00
Building Maintenance Fees (per hour)	\$45.00
Bush Hogs/Tractor Mowing (per hour)	\$80.00
Electrical Usage for Special Events - 20 Amps or Less	\$25/per day
Electrical Usage for Special Events - 21 Amps - 50 Amps	\$50/per day
Electrical Usage for Special Events - over 50 Amps	\$100/per day
Encroachment Permit Fee	\$10.00
Fleet Maintenance Fees (per hour)	\$45.00
Gas Utility Cuts (per 5' X 5' cut)	\$300.00
Water/Flusher Truck (per load)	\$100.00
Water/Sewer Utility Cuts	\$300.00
Weed Eater/Hedge Trimmer (per hour)	\$40.00
<u>Mulch/Composted Leaves</u>	
2.5 CY (small truck or small trailer)	\$10.00
10 CY (single axle dump truck or equivalent)	\$40.00
<i>We will sell to residents, non-residents and businesses. (2.5 CY = one scoop of backhoe loader front bucket.)</i>	
<u>Oakdale Cemetery Lots (per grave space)</u>	
City Resident	\$500.00
Out of City Resident	\$1,000.00

AMENDED 11-03-16



**CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2016 - 2017**

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK

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

AMENDED 11-03-16



CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2016 - 2017

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK

DESCRIPTION	COST/CHARGE/FEE
WATER AND SEWER	
Water Rate Schedule	
Deposits	
Water & Sewer Service Deposit ¹	\$100.00
<i>Inside City Limits</i>	
Residential	
Base Charge per Account	\$5.79 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$2.80 per 1000 gallons
> 40,000 gallons	\$3.08 per 1000 gallons
Commercial/Industrial	
Base Charge per Account	\$5.79 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$2.80 per 1000 gallons
40,000 - 200,000 gallons	\$2.14 per 1000 gallons
> 200,000 gallons	\$2.21 per 1000 gallons
Irrigation	
Base Charge per Account	\$6.26 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$3.08 per 1000 gallons
> 40,000 gallons	\$3.39 per 1000 gallons
<i>Outside City Limits</i>	
Residential	
Base Charge per Account	\$8.42 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$4.35 per 1000 gallons
> 40,000 gallons	\$4.78 per 1000 gallons
Commercial/Industrial	
Base Charge per Account	\$8.42 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$4.35 per 1000 gallons
40,000 - 200,000 gallons	\$3.28 per 1000 gallons
> 200,000 gallons	\$3.12 per 1000 gallons
Municipal	
Base Charge per Account	\$8.42 per month
Rate per 1,000 Gallons	
All Usage	\$2.83 per 1000 gallons
Irrigation	
Base Charge per Account	\$9.17 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$4.78 per 1000 gallons
> 40,000 gallons	\$5.26 per 1000 gallons
Bulk Water Sales	
Base Charge per Account	\$9.17 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$4.78 per 1000 gallons
> 40,000 gallons	\$5.26 per 1000 gallons

¹Service deposits may be refunded, transferred, or credited in accordance with City procedures

AMENDED 11-03-16



CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2016 - 2017

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK

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

AMENDED 11-03-16



CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2016 - 2017

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK

DESCRIPTION	COST/CHARGE/FEE
WATER AND SEWER	
Sewer Rate Schedule	
All Customers - Inside	
Base Charge per Account	\$6.47 per month
Rate per 1,000 Gallons	\$4.46 per 1000-gallons
Sewer Only - Flat Rate	\$29.00 per month
All Customers - Outside	
Base Charge per Account	\$9.50 per month
Rate per 1,000 Gallons	\$6.96 per 1000-gallons
Sewer Only - Flat Rate	\$44.00 per month
Municipal	
Base Charge per Account	\$9.50 per month
Rate per 1,000 Gallons	\$6.63 per 1000-gallons
<i>Note: These sewer rates are not applicable to the Cane Creek Sanitary Sewer District</i>	
Sewer Fee Schedule	
Taps and Connections	
Sewer Taps, 4" gravity sewer tap	\$1,500.00
Fee per 6" gravity sewer tap	\$1,800.00
Fee per 8" gravity sewer tap	\$2,000.00
Surcharges	
BOD (biochemical oxygen demand), per lb. in excess of 250-mg/l	\$0.25
TSR (total suspended residue), per lb. in excess of 250-mg/l	\$0.15
Ammonia nitrogen, per lb. in excess of 30-mg/l	\$1.50
Engineering Review Fees	
Line Extensions	\$300.00
Pump Stations	\$75.00
Miscellaneous Fees	
Premise Visit	\$40.00
Septic Tank Waste Disposal, per 1000-gallons	\$60.00
Septic Tank Waste Disposal Permit	\$75.00
Concrete Core Drill (manhole), Cost/Inch of Diameter	\$100.00
Drill for Main Tap, Cost/Inch of Diameter	\$100.00
Pretreatment Program	Cost of Program Per SIU
Nondischarge Permit Fee	\$300.00
Food Services Sewer Connection Application Fee	\$75.00
Equipment Usage (hourly rates)	
Rubber-Tired Backhoe, Small	\$33.00
Rubber-Tired Backhoe, Large	\$38.00
Mini-Excavator, 8,000-lb	\$18.00
Mini-Excavator, 12,000-lb	\$39.00
Excavator, 30,000-lb	\$65.00
Vac Truck	\$75.00
Dump Truck (single-axle), Small	\$20.00
Dump Truck (single-axle), Large	\$35.00
Dump Truck (triaxle)	\$65.00
Pick-Up Truck	\$14.00
Harben	\$25.00
Camera Truck	\$75.00
Air Compressor	\$20.00
Air Hammer/Pusher	\$0.65
Soil Tamp	\$20.00

AMENDED 11-03-16



	Finance Department/ Customer Service	Policy Number	OS-G2-03
		Implementation Date Revision Date(s)	November 3, 2016
Page #	1 of 3	Last Review Date	
Group	Customer Service		
Subject	New Account Service Deposit		

1. POLICY/PURPOSE

This policy has been adopted by the City Council to govern the collection, administration and disposition of new account Service Deposits.

2. RELEVANT INFORMATION

This policy is part of a continuous effort to ensure strong internal controls over City assets and finances as a result of fiscally responsible City ordinances governing the revenue collection process.

3. PERSONNEL AUTHORITY

Authority regarding this policy is vested in the Finance Department's Revenue Accounting Supervisor. The supervisor will have operational authority for the execution of this policy, as part of the associated responsibility for ensuring that all policies, procedures and performance standards for the Customer Service Department are observed. Primary policy authority is vested in the Finance Director.

4. SCOPE/OPERATING REQUIREMENTS

Service Deposits, as established annually in the Fee Schedule adopted by City Council, are collected as part of the new account service initiation process by the Finance Department, Customer Service Division. Service deposits will be collected in all instances where a customer is establishing new service. The Service deposit provides insurance should a customer fail to meet their financial obligation to pay for City for services provided. The procedures established below will apply to all new account service requests.

5. PROCEDURES

- **Deposit Amount:** The Service Deposit dollar amount is set each fiscal year in the Fee Schedule as adopted by City Council.
- **Collection of Deposit:** When a new customer wishes to initiate water/sewer service, the Customer Service Specialist will handle the establishment of the new account according to the Finance Department/Customer Service New Service Policy # OS-GS-02, and collect the deposit and/or the connection fee in the amount as currently established in the annually adopted Fee Schedule at the time the account is established.
- **Requirement for all Accounts:** This deposit requirement applies to all accounts (except where waived under the terms of the New Service Policy # OS-GS-02), regardless as to whether the service address is rented or owned.

	Finance Department/ Customer Service	Policy Number	OS-G2-03
		Implementation Date Revision Date(s)	November 3, 2016
Page #	2 of 3	Last Review Date	
Group	Customer Service		
Subject	New Service Account Deposit		

- Refund of Deposit Amounts: Deposits for customers that are moving out of the City of Hendersonville utility service district will be refunded the total amount of their deposit less the final bill amount. The refund will be processed by the City within 45days. If a customer is moving to a location within the City’s utility district the deposit will transfer to the new location and be applied based on requirements listed below.
- Credit of Deposit Amounts: The deposit can be credited to a Customer’s account after the first year of service-provided that the customer has met the following conditions (in the preceding 12-month period):
 - The customer has had no delinquent payments as evidenced by:
 - a) Any late fees, or
 - b) Any monthly bills that went unpaid in sequence; or
 - The customer has had no payment arrangements and or broken ~~payment~~ arrangements; or
 - The customer has not presented any kind of payment (electronic or check payment) that has then been returned for insufficient funds, or
 - The customer has not committed an act of fraud towards the utility or tampered with City or utility- owned equipment.
 - Deposits for customers with a poor payment record cannot be credited or refunded until the customer account has met the requirements listed above for a consecutive 12-month period of time.
- Transfer of Deposit: If a customer moves and needs to open a new account under an existing Customer ID (CID), the Customer Service Specialist should verify that existing accounts are in “good standing”. If the account(s) are in good standing, then the service deposit may be transferred to the new account provided that the prior deposit balance is of equal value to the deposit amount set in the currently adopted Fee Schedule.
 - Transfer Exceptions: For customers with a poor payment record, deposits can be transferred to a new account provided:
 - a) Any amounts due on prior accounts have been satisfied (as required under the New Service Policy), and
 - b) The prior deposit balance is of equal value to the deposit amount mandated in the currently adopted Fee Schedule.
- Business Accounts: If the client has a business account, then they cannot open a residential account under the same CID. A separate CID will be established which will require a new account Service Deposit. Furthermore, the City cannot transfer deposits between commercial and residential accounts.

	Finance Department/ Customer Service	Policy Number	OS-G2-03
		Implementation Date Revision Date(s)	November 3, 2016
Page #	3 of 3	Last Review Date	
Group	Customer Service		
Subject	New Service Account Deposit		

- Application of Deposit to Account for Failure to Pay: If at any time a customer is subject to service disconnection due to non-payment of account, the Revenue Accounting Supervisor has the authority to apply any deposit on record to the outstanding balance of the account and require customer to repay the deposit amount.



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 9-21-16

Presenter: Susan G. Frady, Development Asst Dept.

Date of Council Meeting to consider this item: 11-3-16

Nature of Item: Council Action

Summary of Information/Request:

Item # 06

THIS ITEM WAS CONTINUED AT THE OCTOBER 6, 2016, MEETING.

The City has received an application from Halvorsen Development Corp. to close a portion of Market Street off of White Street. A map, survey and boundary description are included with this memorandum.

The Council adopted a Resolution of Intent to close this unopened right of way at their August 4, 2016 meeting. A copy of the Resolution of Intent was mailed to the adjoining property owners, notification of the proposed closing was posted on the property, and the Resolution of Intent and notice of the public hearing was advertised four times in the legal notice section of a local newspaper. General Statute 160A-299 has procedures for permanently closing streets and alleys. Any person may be heard on the question of whether or not the closing would be detrimental to the public interest or the property rights of any individual. If it appears to the satisfaction of City Council after the hearing that closing this street is not contrary to the public interest, and that no individual owning property in the vicinity of the street portion or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to their property, the City Council may adopt an order closing this street portion.

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

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

I move Council to adopt the Resolution of Intent for the closing of a portion of Market Street as petitioned by Halvorsen Development Corp.

Attachments:

Resolution of Intent
Memo
Order to Permanently Close
Map
Boundary Description

RESOLUTION OF INTENT

A resolution declaring the intention of the City of Hendersonville City Council to consider the closing a portion of Market Street as shown on the attached right-of-way

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

WHEREAS, Halvorsen Development Corp., has petitioned the Council of the City of Hendersonville to close a portion of Market Street as shown on the attached survey; and

WHEREAS, the City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of a portion of Market Street as shown on the attached survey.

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

1. A meeting will be held at 5:45 p.m. on the sixth day of October, 2016, in the Council Chambers of City Hall to consider closing a portion of Market Street as shown on the attached survey.
2. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks.
3. The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of the Resolution of Intent.
4. The City Clerk is further directed to cause adequate notices of the Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Adopted by the City Council at a meeting held on the fourth day of August, 2016, in the City Hall Council Chambers.


Barbara G. Volk, Mayor

ATTEST:


Tammie K. Drake, City Clerk (Seal)



MEMORANDUM

TO: Honorable Mayor and Members of City Council

FROM: Susan G. Frady, Development Assistance Director

SUBJECT: Closing of a Street (File No. P16-22-SC)

DATE: September 21, 2016

The City has received an application from Halvorsen Development Corp. to close a portion of Market Street off of White Street. A map, survey and boundary description are included with this memorandum.

The Council adopted a Resolution of Intent to close this unopened right of way at their August 4, 2016 meeting. A copy of the Resolution of Intent was mailed to the adjoining property owners, notification of the proposed closing was posted on the property, and the Resolution of Intent and notice of the public hearing was advertised four times in the legal notice section of a local newspaper.

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

**ORDER TO PERMANENTLY CLOSE A PORTION OF
Market Street
(Petition of Halvorsen Development Corp.)**

NORTH CAROLINA
HENDERSON COUNTY

TO WHOM IT MAY CONCERN:

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

WHEREAS, Halvorsen Development Corp., has petitioned the City of Hendersonville to close a portion of Market Street; and

WHEREAS, on the fourth day of August 2016, the Hendersonville City Council adopted a resolution expressing the intention of the municipality to close portions of these streets and setting the sixth day of October 2016, as the date of a public hearing regarding such closure; and

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

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

WHEREAS, a public hearing was held in conformance with the aforementioned public notice on the sixth day of October 2016.

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

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

IN CONSIDERATION THEREOF, IT IS HEREBY ORDERED:

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

Beginning at a an existing pinion gear at the intersection of the easterly margin of the right-of-way of Market Street (formerly Shepherd Avenue – 25' public right-of-way) with the southerly margin of the right-of-way of White Street (public right-of-way), said pinion gear being located North 76°40'01" West, a distance of 78.00 feet along the southerly margin of the right-of-way of White Street from a new nail at its intersection with the westerly margin of the right-of-way of Greenville Highway (US Highway 225), and runs thence from said beginning point with the easterly margin of the right-of-way of Market Street South 16°34'05" West a distance of 300.84 feet to an existing metal monument at the southwesterly corner of the Atha Plaza Inc. property as described in Deed Book 574, Page 585 of the Henderson County Public Registry, said monument also being the northwesterly corner of the Larry G. Baber property as described in Deed Book Page 715, Page 277 of said Registry; thence continuing along the easterly margin of the right-of-way of Market Street South 15°57'12" West a distance of 49.20 feet to an existing iron rod at the southwesterly corner of the Baber parcel as described in Deed Book 715, Page 277, a common corner with another parcel owned by Larry G. Baber as described in Deed Book 1214, Page 93, all of said Registry; thence continuing along the easterly margin of the right-of-way of Market Street South 16°30'42" West a distance of 50.99 feet to an existing spike; thence South 16°27'13" West a distance of 150.20 feet to an existing iron pipe at the southwesterly corner of the Baber property as described in Deed Book 1214, Page 93 of said Registry, a common corner with the City of Hendersonville property as described in Deed Book 1107, Page 172 of said Registry; thence with a new line crossing Market Street North 73°30'22" West a distance of 25.48 feet to a point on the westerly margin of the right-of-way of Market Street; thence with the westerly margin of the right-of-way of Market Street North 16°29'38" East a distance of 23.80 feet to an existing iron pin at the common corner between the City of Hendersonville property as referenced above and the Prosource Land Holdings, LLC property as described in Deed Book 1337 Page 234 of said Registry; thence continuing along the westerly margin of the right-of-way of Market Street North 16°29'38" East a distance of 175.39 feet to a new iron rod at the southwesterly corner of the Larry and Annette Baber property as described in Deed Book 1402, Page 223 of said Registry; thence continuing along the westerly margin of Market Street North 16°29'38" East, and passing a new iron rod at 257.67 feet, for a total distance of 350.04 feet to an existing pinion gear at the intersection of the westerly margin of the right-of-way of Market Street with the southerly margin of the right-of-way of White Street; thence with the southerly margin of the right-of-way of White Street, and crossing Market Street, South 77°59'52" East a distance of 25.40 feet to the point and place of Beginning.

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

This order shall take effect the third day of November, 2016.

Barbara G. Volk, Mayor, City of Hendersonville

ATTEST:

Tammie K. Drake, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

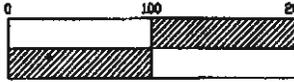
I, _____, a notary public in Henderson County, State of North Carolina, do hereby certify that Barbara G. Volk, in her capacity as Mayor of the City of Hendersonville, Tammie K. Drake, in her capacity as City Clerk, and Samuel H. Fritschner, in his capacity as City Attorney, personally appeared before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

Witness my hand and notarial seal, this _____.

My commission expires _____

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DESCRIPTION RECORDED IN PLAT B-115A & PLAT 2-27); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION AS SHOWN ON THE FACE OF THE SURVEY; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

THIS 24TH DAY OF JULY, 2014.
 REVISED 01/21/2015
 REVISED 05/09/16 - MAP R/W
 ABANDONMENT



SCALE IN FEET
 1" = 100'

SIGNED: *James P. Cameron*
JAMES MAUNEY & ASSOCIATES, P.A.
PROFESSIONAL SURVEYORS
 6405 WILKINSON BOULEVARD, SUITE 11
 BELMONT, NC 28012
 LICENSE NO. C-2373
 TEL: (704) 828-8623
 FAX: (704) 828-8625



- NOTES:**
1. THE PURPOSE OF THIS SURVEY IS ONLY TO SHOW THE BOUNDS OF THE PORTION OF MARKET STREET TO BE ABANDONED. PHYSICAL IMPROVEMENTS AND MATTERS OF RECORD WHICH AFFECT THE PROPERTIES ARE NOT SHOWN.
 2. REFERENCE ALTA/ACSM SURVEY PREPARED FOR HALVORSEN SUBURBAN CENTERS, LLC. BY JAMES MAUNEY & ASSOCIATES, P.A. DATED JUNE 24, 2014 (MAP FILE: F-1257)
 3. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.



CITY OF HENDERSONVILLE
 (NOW OR FORMERLY)
 LARRY BABER AND
 WIFE, ANNETTE BABER
 PART OF DB 1402, PG 223
 PART OF TAX PARCEL 1017864

**SAM E. RIDDLE
 AND WIFE, LINDA
 S. RIDDLE**
 DB 1476, PG 426
 PARCEL #1014267

**SAM E. RIDDLE
 AND WIFE, LINDA
 S. RIDDLE**
 DB 1476, PG 426
 PARCEL #1014268

**CITY OF
 HENDERSONVILLE**
 DB 1107, PG 172
 PARCEL #9904278

PROSOURCE LAND HOLDINGS, LLC
 DB 1337, PG 234 (TRACTS 1 AND 2)
 69-74, 109-110 AND PART OF LOTS 74, AND 104
 V.C.V. SHEPHERD PROPERTY
 PG 2, PG 27
 PARCELS #0118015; #9904213
 ZONING R-20

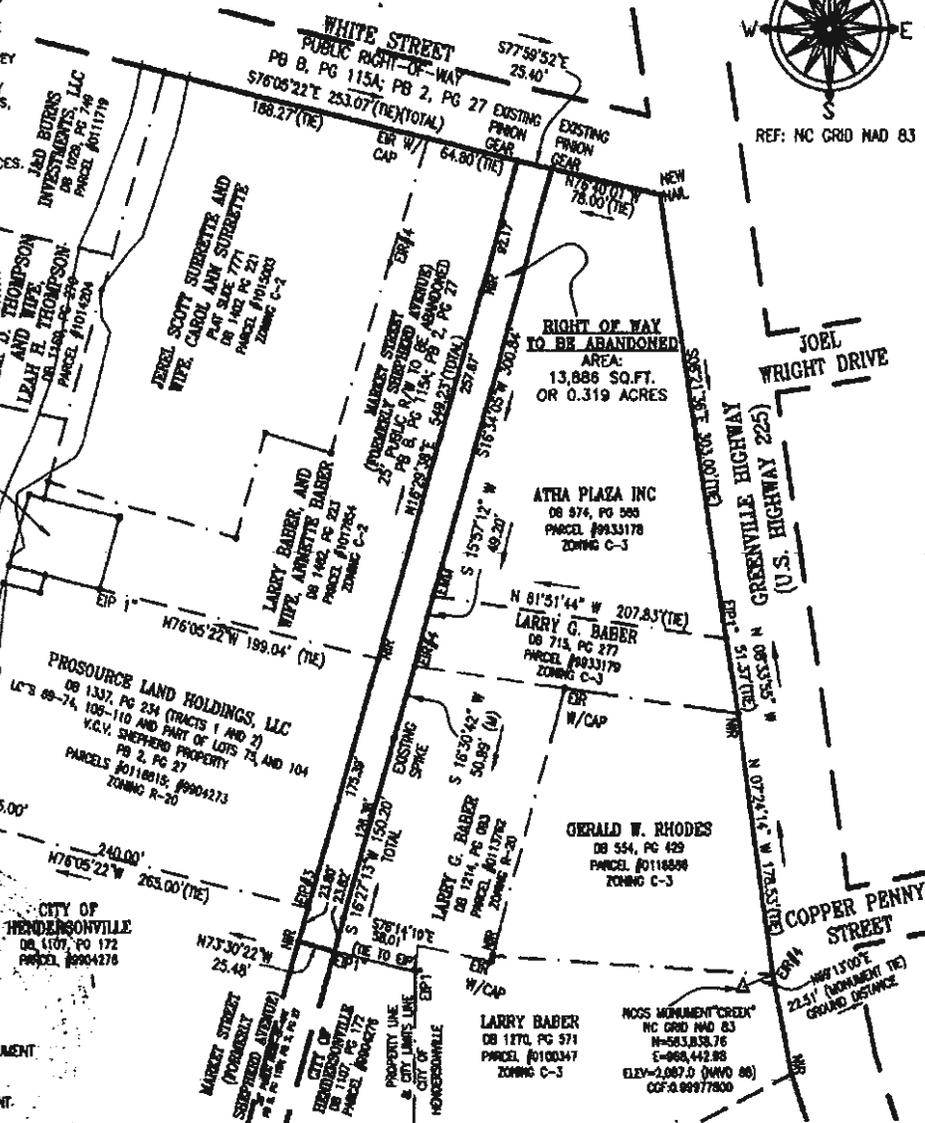
**LARRY BABER, AND
 WIFE, ANNETTE BABER**
 DB 1402, PG 223
 PARCEL #0107784
 ZONING C-3

**MARKET STREET
 (FORMERLY
 SHEPHERD AVENUE)**
 PG 2, PG 27
 PARCEL #0107784
 ZONING R-20

**JAD BEHNS
 INVESTMENTS, LLC**
 DB 1028, PG 749
 PARCEL #0111719

**MARK AND
 WIFE, LEAH E. THOMPSON**
 DB 1104, PG 252
 PARCEL #1014264

**VEREL SCOTT SUBERETTE AND
 WIFE, CAROL ANN SUBERETTE**
 DB 1402, PG 221
 PARCEL #1010240
 ZONING C-3



- TEXT LEGEND:**
- DB - DEED BOOK
 - ECM - EXISTING CONCRETE MONUMENT
 - EIP - EXISTING IRON PIPE
 - ER - EXISTING IRON ROD
 - EMM - EXISTING METAL MONUMENT
 - EX - EXISTING NAIL
 - NOCS - NORTH CAROLINA GEODETIC SURVEY
 - NR - NEW IRON ROD
 - NW - NEW NAIL
 - PB - PLAT BOOK
 - R/W - RIGHT-OF-WAY
 - SQ.FT. - SQUARE FEET

- LINE LEGEND:**
- PROPERTY LINE
 - PROPERTY LINE (NOT SURVEYED)
 - RIGHT-OF-WAY
 - RIGHT-OF-WAY (NOT SURVEYED)

**SURVEY OF:
 MARKET STREET RIGHT-OF-WAY TO BE ABANDONED
 ALONG THE PROPERTY OF: ATHA PLAZA, INC.; PROSOURCE
 LAND HOLDINGS, LLC; LARRY BABER & THE CITY OF
 HENDERSONVILLE
 CITY OF HENDERSONVILLE, HENDERSON COUNTY, NC
 JOB NUMBER: 6868; SHEET 2 OF 2**

MARKET STREET RIGHT-OF-WAY TO BE ABANDONED

0.319 Acre

**Along the Property of Atha Plaza Inc., Larry Baber, City of Hendersonville &
Prosource Land Holdings, LLC
Hendersonville, Henderson County, North Carolina**

Being a portion of the existing public right-of-way of Market Street (formerly Shepherd Avenue) lying and being in the City of Hendersonville, Henderson County, North Carolina, to be abandoned, said portion of Market Street to be abandoned being more particularly described as follows:

BEGINNING at an existing pinion gear at the intersection of the easterly margin of the right-of-way of Market Street (formerly Shepherd Avenue - 25' public right-of-way) with the southerly margin of the right-of-way of White Street (public right-of-way), said pinion gear being located North $76^{\circ}40'01''$ West, a distance of 78.00 feet along the southerly margin of the right-of-way of White Street from a new nail at its intersection with the westerly margin of the right-of-way of Greenville Highway (U.S. Highway 225), and runs thence from said BEGINNING point with the easterly margin of the right-of-way of Market Street South $16^{\circ}34'05''$ West a distance of 300.84 feet to an existing metal monument at the southwesterly corner of the Atha Plaza Inc. property as described in Deed Book 574, Page 585 of the Henderson County Public Registry, said monument also being the northwesterly corner of the Larry G. Baber property as described in Deed Book 715, Page 277 of said Registry; thence continuing along the easterly margin of the right-of-way of Market Street South $15^{\circ}57'12''$ West a distance of 49.20 feet to an existing iron rod at the southwesterly corner of the Baber parcel as described in Deed Book 715, Page 277, a common corner with another parcel owned by Larry G. Baber as described in Deed Book 1214, Page 93, all of said Registry; thence continuing along the easterly margin of the right-of-way of Market Street South $16^{\circ}30'42''$ West a distance of 50.99 feet to an existing spike; thence South $16^{\circ}27'13''$ West a distance of 150.20 feet to an existing iron pipe at the southwesterly corner of the Baber property as described in Deed Book 1214, Page 93 of said Registry, a common corner with the City of Hendersonville property as described in Deed Book 1107, Page 172 of said Registry; thence with a new line crossing Market Street North $73^{\circ}30'22''$ West a distance of 25.48 feet to a point on the westerly margin of the right-of-way of Market Street; thence with the westerly margin of the right-of-way of Market Street North $16^{\circ}29'38''$ East a distance of 23.80 feet to an existing iron pipe at the common corner between the City of Hendersonville property as referenced above and the Prosource Land Holdings, LLC property as described in Deed Book 1337, Page 234 of said Registry; thence continuing along the westerly margin of the right-of-way of Market Street North $16^{\circ}29'38''$ East a distance of 175.39 feet to a new iron rod at the southwesterly corner of the Larry and Annette Baber property as described in Deed Book 1402, Page 223 of said Registry; thence continuing along the westerly margin of the right-of-way of Market Street North $16^{\circ}29'38''$ East, and passing a new iron rod at 257.67 feet, for a total distance of 350.04 feet to an existing pinion gear at the intersection of the westerly margin of the right-of-way of Market Street with the southerly margin of the right-of-way of White Street; thence with the southerly margin

of the right-of-way of White Street, and crossing Market Street, South $77^{\circ}59'52''$ East a distance of 25.40 feet to the point and place of BEGINNING; containing 13,886 square feet or 0.319 acre, more or less, as shown on the attached survey prepared by James Mauney & Associates, P.A. dated July 24, 2014.



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 9-26-16

Presenter: Susan G. Frady, Development Asst Dept.

Date of Council Meeting to consider this item: 11-03-16

Nature of Item: Council Action

Summary of Information/Request:

Item # 07

THIS ITEM WAS CONTINUED AT THE OCTOBER 6, 2016 MEETING.

The City has received an application from Jonathan Ayers, to close a portion of an unnamed alley shown on slide 10110. This unnamed alley is on property located adjacent to the proposed Stags Head Brewery. A map, survey and boundary description are included with this memorandum.

The Council adopted a Resolution of Intent to close this unopened right of way at their August 4, 2016 meeting. A copy of the Resolution of Intent was mailed to the adjoining property owners, notification of the proposed closing was posted on the property, and the Resolution of Intent and notice of the public hearing was advertised four times in the legal notice section of a local newspaper. General Statute 160A-299 has procedures for permanently closing streets and alleys. Any person may be heard on the question of whether or not the closing would be detrimental to the public interest or the property rights of any individual. If it appears to the satisfaction of City Council after the hearing that closing this street is not contrary to the public interest, and that no individual owning property in the vicinity of the street portion or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to their property, the City Council may adopt an order closing this street portion.

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

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

I move Council to adopt the Resolution of Intent for the closing of a portion of an unnamed alley as petitioned by Jonathan Ayers.

Attachments:

Resolution of Intent
Memo
Order to Permanently Close
Map
Boundary Description

RESOLUTION OF INTENT

A resolution declaring the intention of the City of Hendersonville City Council to consider closing a portion of an unnamed alley shown on slide 10110 as petitioned by Jonathan Ayers

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

WHEREAS, Jonathan Ayers has petitioned the Council of the City of Hendersonville to close a portion of an unnamed alley shown on slide 10110, and

WHEREAS, the City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of a portion of an unnamed alley shown on slide 10110.

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

1. A meeting will be held at 5:45 p.m. on the sixth day of October, 2016, in the Council Chambers of City Hall to consider closing an unnamed alley Street shown on slide 10110.
2. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks.
3. The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of the Resolution of Intent.
4. The City Clerk is further directed to cause adequate notices of the Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Adopted by the City Council at a meeting held on the fourth day of August, 2016.


Barbara G. Volk, Mayor

ATTEST:


Tammie K. Drake, MMC, City Clerk



**ORDER TO PERMANENTLY CLOSE A PORTION OF
An Unnamed Alley
(Petition by Jonathan Ayers)**

NORTH CAROLINA
HENDERSON COUNTY

TO WHOM IT MAY CONCERN:

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

WHEREAS, Jonathan Ayers, has petitioned the City of Hendersonville to close a portion of Market Street; and

WHEREAS, on the fourth day of August 2016, the Hendersonville City Council adopted a resolution expressing the intention of the municipality to close portions of these streets and setting the sixth day of October 2016, as the date of a public hearing regarding such closure; and

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

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

WHEREAS, a public hearing was held in conformance with the aforementioned public notice on the sixth day of October 2016.

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

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

IN CONSIDERATION THEREOF, IT IS HEREBY ORDERED:

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

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

Beginning at an existing iron pin in the southwesternmost corner of Tract II as shown on Plat Slide 10110, "Tract III-R & Tract A, Survey for Newpointe, Inc.", as recorded in the Henderson County, NC Register of Deeds office, and running thence from said beginning point along the southern boundary of Tract II as shown on Plat Slide 10110, North 47 degrees, 22 minutes, and 55 second East a distance of 54.37 feet to an existing iron pin in the southeasternmost corner of aforementioned Tract II as shown on Plat Slide 10110; thence a new lone across a portion of an alley South 41 degrees, 45 minutes, and 18 seconds for a distance of 12.63 feet to a new iron pin set; thence along the northern boundary of Tract III, Plat Slide 10110, South 47 degrees, 52 minutes, and 59 seconds for a distance of 54.38 feet to a new iron pin set in the northwesternmost corner of Tract III as shown on Plat Slide 10110; thence a new line across an alley North 42 degrees, 10 minutes, 29 seconds for a distance of 12.61 feet to the point and place of beginning: and being all of Tract B as shown on Plat Slide 10110, containing 0.016 acres and being a portion of an alley to be closed. Said alley being shown on Plat Cabinet B, Slide 7 and Plat Slide 10110 as recorded in the Henderson County, NC Register of Deeds Office.

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

This order shall take effect the third day of November, 2016.

Barbara G. Volk, Mayor, City of Hendersonville

ATTEST:

Tammie K. Drake, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

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

Witness my hand and notarial seal, this _____.

My commission expires _____

MEMORANDUM

TO: Honorable Mayor and Members of City Council

FROM: Susan G. Frady, Development Assistance Director

SUBJECT: Closing of a Street (File No. P16-23-SC)

DATE: September 26, 2016

The City has received an application from Jonathan Ayers to close a portion of an unnamed alley shown on slide 10110. A map, survey and boundary description are included with this memorandum.

A copy of e-mails from Chief Vindigni of the Hendersonville Fire Department and Tom Wooten, Director of Public Works are attached concerning the city's use of the alley. There are no water or sewer lines in this alley.

The Council adopted a Resolution of Intent to close this unopened right of way at their August 4, 2016 meeting. A copy of the Resolution of Intent was mailed to the adjoining property owners, notification of the proposed closing was posted on the property, and the Resolution of Intent and notice of the public hearing was advertised four times in the legal notice section of a local newspaper.

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

Frady, Susan

From: Vindigni, Joe
Sent: Tuesday, August 30, 2016 5:01 PM
To: Frady, Susan
Subject: RE: Fire Department Access

Closing the highlighted portion of the alley should not impact access to the other businesses. We would still have access from the parking lot off 7th Ave and the Maple St side.

Let me know if you have any further questions or concerns.

Thanks,
Joseph M. Vindigni, EFO
Fire Chief
City of Hendersonville Fire Department
632 Sugarloaf Rd.
Hendersonville, NC 28792
jvindigni@hvlnc.gov
(828)-697-3024

"A leader is one who knows the way, goes the way, and shows the way". *John C. Maxwell*

Email sent to and from this address is subject to the North Carolina Public Records Law

From: Frady, Susan
Sent: Tuesday, August 30, 2016 4:47 PM
To: Vindigni, Joe
Subject: Fire Department Access

Hi Joe,

Would it be a problem for you to access the businesses that front on 7th Avenue if this portion of the alley were closed?

Susan G. Frady, Development Assistance Director
100 N. King Street
Hendersonville, NC 28792
Please note my new e-mail address: sfrady@hvlnc.gov

Frady, Susan

From: Wooten, Tom
Sent: Tuesday, September 06, 2016 10:13 AM
To: Frady, Susan
Cc: Hazzard, Dave
Subject: RE: Alley

We service those businesses from 7th Avenue. We do not maintain the alley nor do any maintenance on it.

Tom

From: Frady, Susan
Sent: Tuesday, September 06, 2016 10:09 AM
To: Wooten, Tom
Cc: Hazzard, Dave
Subject: FW: Alley

Tom,

Not sure if you have had time to look at this but I need to call Jonathan Ayers about is ASAP. If you could let me know! Thanks!

Susan G. Frady, Development Assistance Director
100 N. King Street
Hendersonville, NC 28792

Please note my new e-mail address:sfrady@hvlnc.gov

From: Frady, Susan
Sent: Tuesday, August 30, 2016 4:45 PM
To: Wooten, Tom <twooten@hvlnc.gov>
Subject: Alley

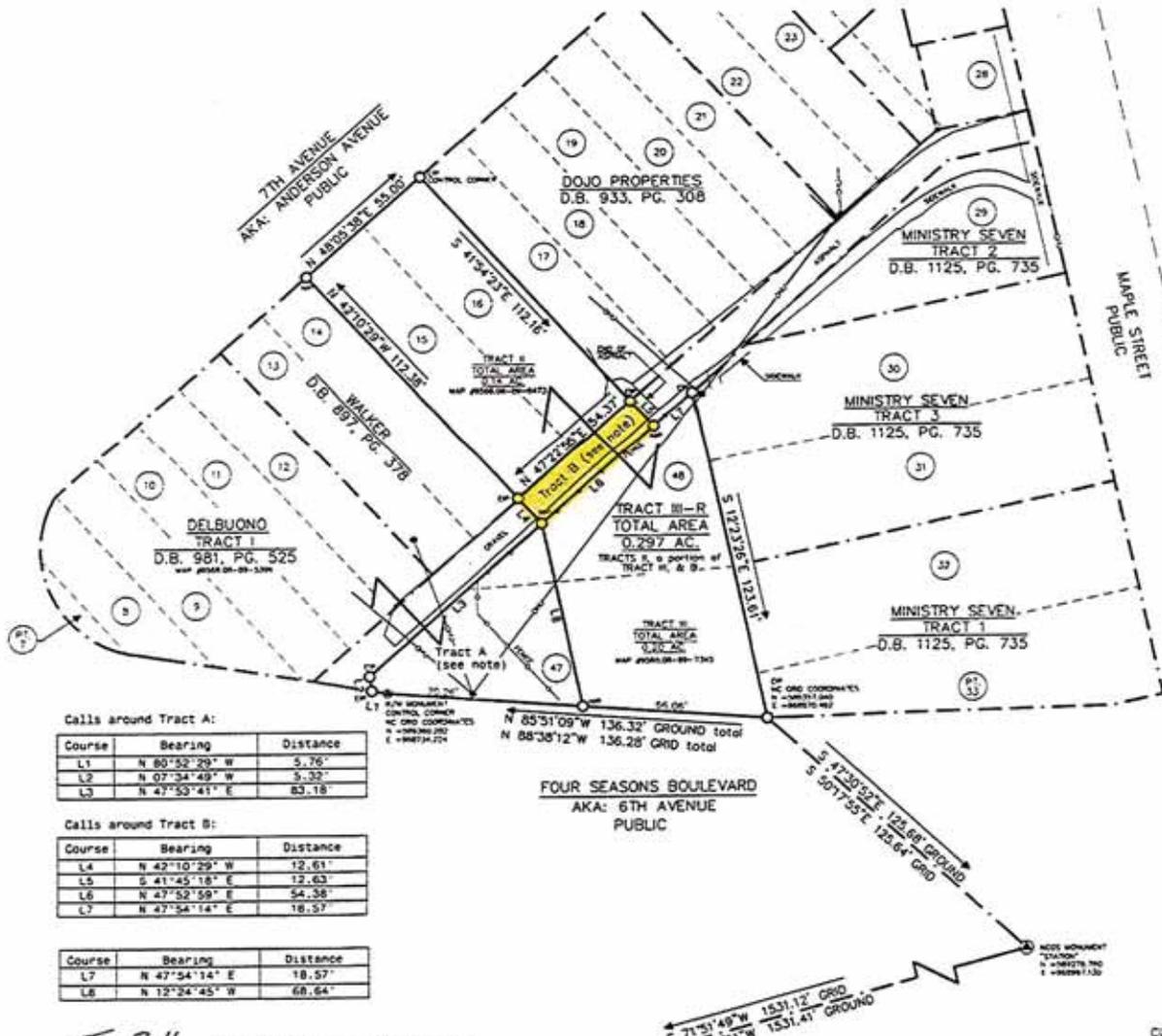
Tom,

I thought I had already ask you this but I do not see a response. Does your garbage truck run down this alley? Would there be a problem if this portion was closed?

Susan G. Frady, Development Assistance Director
100 N. King Street
Hendersonville, NC 28792

Please note my new e-mail address:sfrady@hvlnc.gov

Slide 1010



Calls around Tract A:

Course	Bearing	Distance
L1	N 80°52'20" W	5.76'
L2	N 07°34'49" W	3.32'
L3	N 47°53'41" E	83.18'

Calls around Tract B:

Course	Bearing	Distance
L4	N 42°10'29" W	12.61'
L5	S 41°45'18" E	12.63'
L6	N 47°52'59" E	54.38'
L7	N 47°54'14" E	18.57'

Course	Bearing	Distance
L8	N 47°54'14" E	18.57'
L9	N 12°24'45" W	68.64'

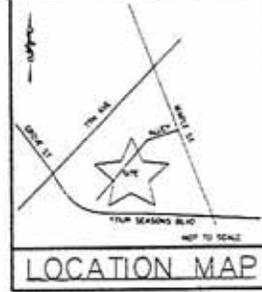
Time Ball Review Officer of Henderson County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Time Ball 3-20-2016 Date
Review Officer

This map was presented for registration and recorded in this office in Plat No. 1010 on the 28th day of March, 2016 A.D. at 10:28 a.m. of said County.

William Lee King
Bro. Shullis
David C. Huntley
PLS L-3204

This property is not located within 2,000 ft of a NCOS monument. Area was determined by Coordinate Computation.



BOOK 2016 PAGE 10110 (1)
KABDS

This document presented and filed
03/20/2016 10:22:28 AM
WILLIAM LEE KING HENDERSON COUNTY NC

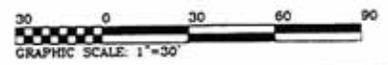
NOTES:
TRACT A = 0.062 AC, 2,695 square feet a portion of Tract II to be combined with Tract I (DelBuono)
TRACT B = 0.016 AC, 687 square feet, a portion of Tract I to be combined with Tract II and a portion of Tract III

THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

DEED REF:
PART OF D.B. 981, PG. 525

PLAT REF:
CAB. B, SLIDE 7

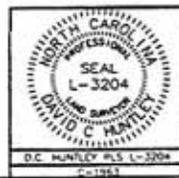
CURRENT OWNERS: RONALD & LINDA DELBUONO



- LEGEND
- EP EXISTING IRON PIN
 - NIP NEW IRON PIN (1/2" REBAR)
 - PT UNMARKED POINT
 - CONC. MON. CONCRETE MONUMENT
 - PP POWER POLE
 - LP LIGHT POLE
 - C CENTER LINE
 - R/W RIGHT-OF-WAY
 - CONC. REF CONCRETE REFERENCE
 - REF REFERENCE
 - OHU OVERHEAD UTILITIES

I, David C. Huntley, certify that this plat was drawn under my supervision from an actual survey made under my supervision (as described in recorded in D.B. 981, PG. 525); that the boundaries not surveyed are clearly indicated as drawn from information found in "1/4\"; that the area of this plat is calculated in accordance with G.S. 42-30 as amended. Witness my original signature, registration number, and seal this 25th day of March, 2016.

David C. Huntley PLS L-3204



STATE OF NORTH CAROLINA HENDERSON COUNTY HENDERSONVILLE TOWNSHIP	DAVID C. HUNTLEY & ASSOC. LAND SURVEYING 675 MAPLE STREET HENDERSONVILLE, NC 28792 (828) 693-8077
TRACT III-R & TRACT A SURVEY FOR NEWPOINTE, INC.	SURVEY DC- DRAWN KMC SCALE 1" = 30' DATE: 02/28/16 DWG. NO. H-5854

Legal Description of Tract B, Plat Slide 10110:

BEING located in the County of Henderson, State of North Carolina and more particularly described as:
Beginning at an existing iron pin in the southwesternmost corner of Tract II as shown on Plat Slide 10110, "Tract III-R & Tract A, Survey for Newpointe, Inc.", as recorded in the Henderson County, NC Register of Deeds office, and running thence from said beginning point along the southern boundary of Tract II as shown on Plat Slide 10110, North 47 degrees, 22 minutes, and 55 seconds East a distance of 54.37 feet to an existing iron pin in the southeasternmost corner of aforementioned Tract II as shown on Plat Slide 10110; thence a new line across a portion of an alley South 41 degrees, 45 minutes, and 18 seconds for a distance of 12.63 feet to a new iron pin set; thence along the northern boundary of Tract III, Plat Slide 10110, South 47 degrees, 52 minutes, and 59 seconds for a distance of 54.38 feet to a new iron pin set in the northwesternmost corner of Tract III as shown on Plat Slide 10110; thence a new line across an alley North 42 degrees, 10 minutes, 29 seconds for a distance of 12.61 feet to the point and place of beginning; and being all of Tract B as shown on Plat Slide 10110, containing 0.016 acres and being a portion of an alley to be closed. Said alley being shown on Plat Cabinet B, Slide 7 and Plat Slide 10110 as recorded in the Henderson County, NC Register of Deeds Office.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 10/11/16

Presenter: Susan G. Frady, Dev. Assistance Director

Date of Council Meeting to consider this item: 11-3-16

Nature of Item: Council Action

Summary of Information/Request:

Item # 08

The City of Hendersonville has received a petition from Claystone, LLC for a satellite annexation of 5.25 acres of property identified as Parcel Identification Number 9579-66-3377 located at 20 Hannah Grace Way. This annexation application is related to a sewer service request. The map distance from the proposed satellite corporate limits is 238 feet from the primary corporate limits. The total area within the satellite corporate areas, including land involved in this petition, constitutes 3.7 percent of the area within the primary corporate limits. Please refer to the attached maps and survey for additional information.

At your meeting of October 6, 2016, you accepted the Clerk's Certificate of Sufficiency and recommended a public hearing for the November 3, 2016 City Council meeting.

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

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

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

I move the City Council adopt an ordinance annexing the property included in the Claystone, LLC petition effective November 3, 2016.

Attachments:

Ordinance
Map
Survey
Clerk's Certificate of Sufficiency

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
CITY OF HENDERSONVILLE, NORTH CAROLINA
Claystone, LLC,**

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall, Hendersonville, N.C. at 5:45 p.m., on the third day of November 2016, after due notice by publication as by law provided; and,

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

- a. All of the proposed satellite corporate limits are less than three miles from the primary corporate limits of Hendersonville. The map distance is 238 feet.
- b. No point on the proposed satellite corporate limit is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville.
- c. The area is situated so that the City of Hendersonville, if City Council so determines, will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.
- d. The area proposed for annexation is not a subdivision as defined in NCGS 160A-376.
- e. The area within the proposed satellite corporate limits when added to the areas within all other satellite corporate limits does not exceed 10 percent (10%) of the area within the primary corporate limits of the City of Hendersonville. The total area within the satellite corporate areas, including land involved in this petition, constitutes 3.7 percent of the area within the primary corporate limits.

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

Section 1. By virtue of the authority granted by N.C.G.S. 160A-58.1, as amended, the following described area is hereby annexed and made part of the City of Hendersonville as of the third of November 2016.

DESCRIPTION OF PROPERTY

Being located within the Hendersonville Township – Henderson County, North Carolina and being more particularly described as follows:

All that real property described in that deed recorded in Deed Book 777 at page 93, Henderson County Registry.

Section 2. Upon and after the third day of November 2016, the above described territory, and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Hendersonville, and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A-31, as amended.

Section 3. The City Clerk of the City of Hendersonville shall cause to be recorded in the office of

the Register of Deeds of Henderson County and at the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, hereof, together with a duly certified copy of this ordinance.

ADOPTED this third day of November 2016.

Barbara Volk, Mayor, City of Hendersonville

ATTEST:

Tammie K. Drake, CMC, City Clerk

APPROVED AS TO FORM:

Samuel H. Fritschner, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

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

Witness my hand and notarial seal, this _____, 2016.

My commission expires _____

CERTIFICATE OF SUFFICENCY

**Re: Petition for Satellite Annexation
The City of Hendersonville – 20 Hannah Grace Way
File No. P16-26-A**

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

I, Tammie K. Drake, City Clerk, begin first duly sworn, hereby certify an investigation has been completed of the above referenced petition for the satellite annexation of 5.25 acres at 20 Hannah Grace Way.

A. According to the Development Assistance Department, the area described in the petition meets all of the standards set out in GS160A-58.1(b).

1. The map distance from the proposed satellite corporate limits is approximately 238 feet from the primary corporate limits.
2. No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville.
3. The area is situated so the City will, if City Council so determines, be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.
4. The area proposed for annexation is not a subdivision as defined in GS 160A-376.
5. The total area within the satellite corporate areas, including land involved in this petition, constitutes 3.7 percent of the area within the primary corporate limits.

B. The petition bears the names, addresses, and signatures of all owners of the real property within the area proposed for annexation.

C. A metes and bounds description is attached to the petition.

D. A map showing the area proposed for annexation with relation to the primary corporate limits of Hendersonville is attached to the petition.

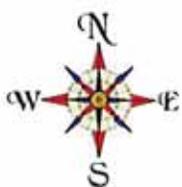
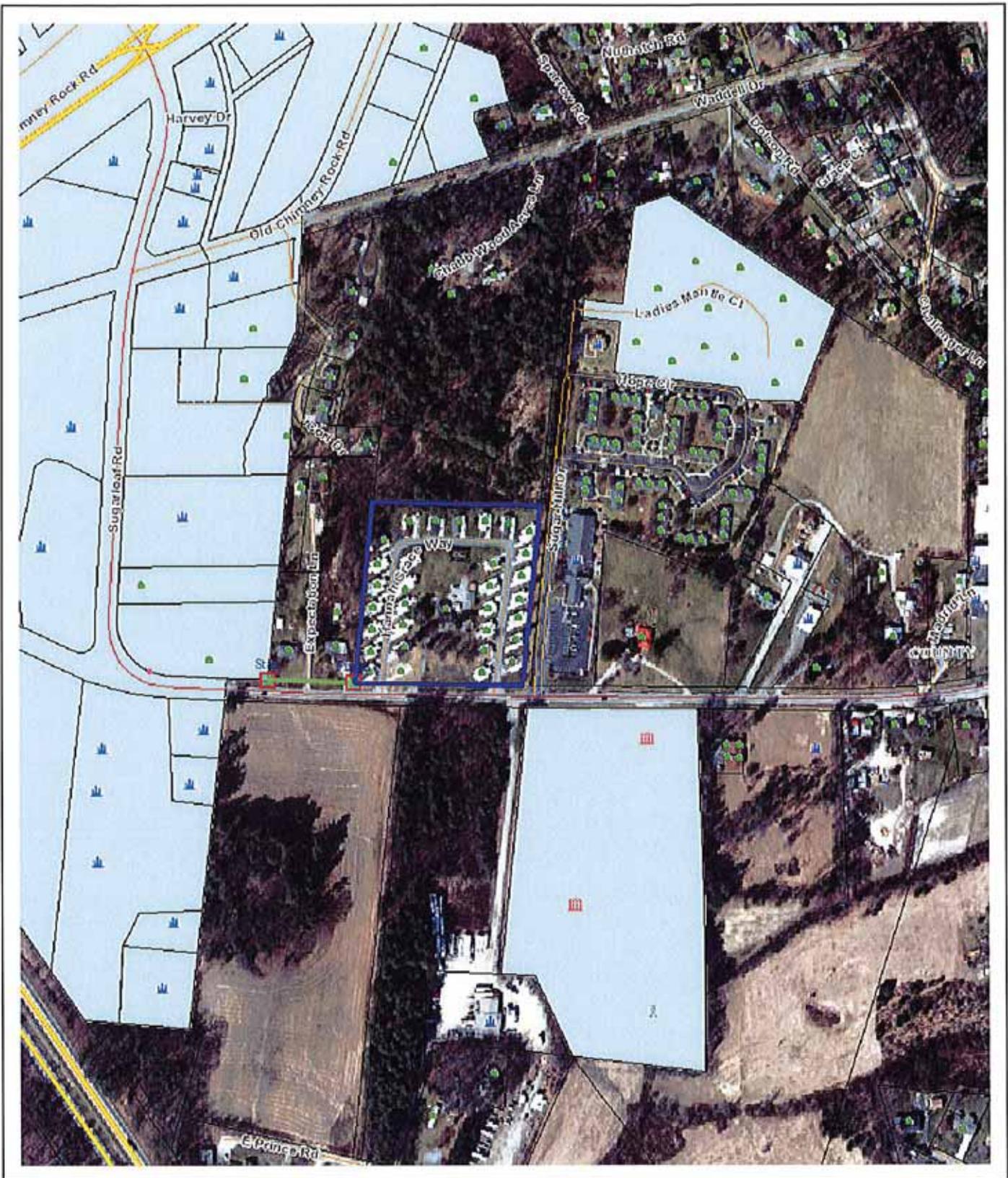
Having made the findings stated above, I hereby certify the petition for satellite annexation presented by Cheria Duncan is valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 21 day of Sept., 2016.

Tammie K. Drake

Tammie K. Drake, MMC, City Clerk





DIST. = 238'

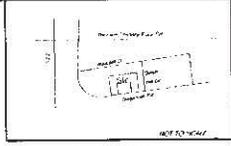


Printed: Sep 09, 2016

WARNING: THIS IS NOT A SURVEY. All information or data provided (whether subscribed, purchased or otherwise distributed) is provided as is, without any warranties, including the warranties of merchantability or of fitness for a particular purpose. Henderson County and its employees make no warranties or guarantees, either express or implied. Use of the information or data subscribed, purchased or otherwise distributed, whether in hard copy or digital media, shall be at the user's own risk.

- NOTES:
1. Property is subject to all easements, restrictions and right of way of record.
 2. The locations of easements which are based on above ground structures and records is shown provided in the schedule. Locations of underground structures may vary from locations shown herein. Additional survey information may be required.
 3. Surveyor has made an investigation or independent search for easements of record, encroachments, restrictive covenants, easements of utility, or any other facts that may affect the results of this survey.
 4. The certification of survey and plat was prepared for the state named at the top hereof and does not extend to any other state, unless recited by the professional seal hereon.
 5. All encroachments shown herein include materials, including but not limited to, project plans, utility and record encroachments, signs, fence sections and other, survey reports, record data reports, utility diagrams, working drawings, estimates, and other materials acquired and/or prepared by the surveyor or instruments of reference shall remain the property of the surveyor and drawings.
 6. The planning process will address the original signature and stamp are attached. Any reproduction or alteration to this survey by electronic or any other means are not to be considered valid by the professional surveyor.
 7. All distances shown herein are ground distances, unless otherwise noted.
 8. No action by corporate representation.
 9. Property is located within the City of Hendersonville, NC.
 10. Property is located within the City of Hendersonville E.L.
 11. Property is located in Block 8, Mainland Forest Park as per 1991 Mainland 1957A, Map # 3700097/2001, Platbook date 10/22/2000.
 12. Contours are at 1' intervals.

5.22 Acres
Area by Coordinate Computation



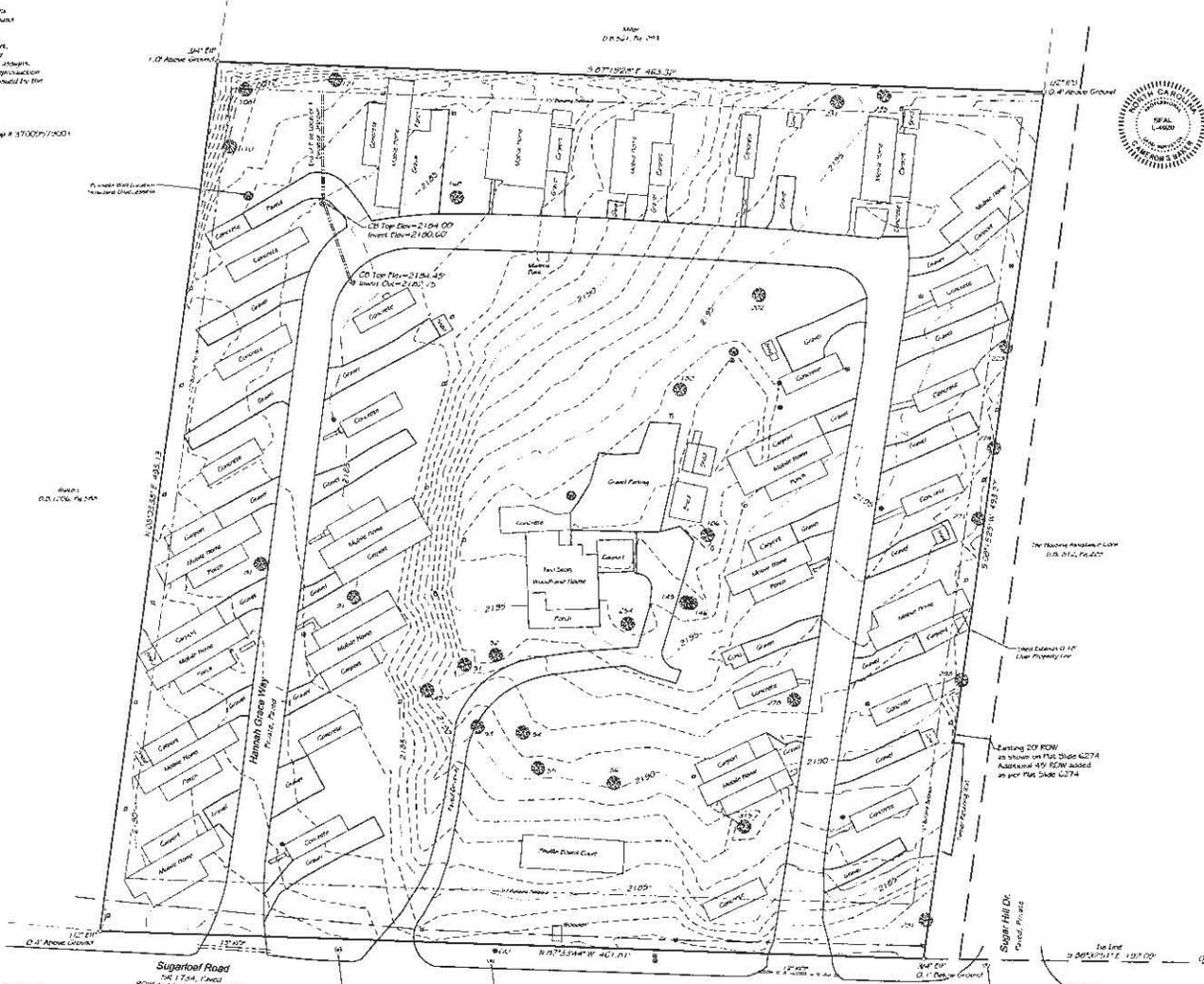
Vicinity Map

Certification of Survey: I, David L. Ols, certify that the field was taken under my supervision from an actual survey made under my supervision. (Other statements recited in book 777 page 224.) I bear the ratio of precision as considered by the commission and the same does not exceed 1:10,000 and that the map was prepared in accordance with the standards of Practice for Land Surveying in North Carolina. Witness my hand and seal this 27th day of February, 2016.

David L. Ols
Professional Land Surveyor No. L-4920

Global Positioning System Certification (GNSS)
The Horizontal Accuracy of The RTK Derived Positional Information is 0.02 Horizontal & 0.03 Vertical
Horizontal Positioning is Referenced to NAD 83 (NAD83 2011)
Vertical Positioning is Referenced to NAVD 88 (State 12)
Conversion Factor 0.999743 (Horizontal to USGS)
Equipment Used: Garmin Surveyor 4 - GPS 1000

Point	Description
19	2 1/2" PINE
20	2 1/2" PINE
21	2 1/2" PINE
22	1 1/2" CEDAR
23	2 1/2" HICKORY
24	1 1/2" PINE
25	1 1/2" PINE
26	1 1/2" PINE
27	2 1/2" DOGWOOD
28	2 1/2" PINE
29	1 1/2" PINE
30	2 1/2" PINE
31	2 1/2" PINE
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100	2 1/2" PINE



Property described in D.B. 777, Pg. 93

Map of Topographic Survey for
Claystone, LLC

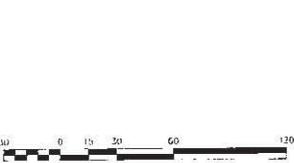
Owners:
Angela Whitehead
201 E, Pg. 313

Hendersonville Township Henderson County, NC

ASSOCIATED LAND SURVEYORS
A PLANNERS, P.C.
P.O. BOX 578 • HENDERSONVILLE, NC 28742
(828) 490-3507 NC BUSINESS LICENSE NO. C-2774

David L. Ols
Surveyor No. L-4920

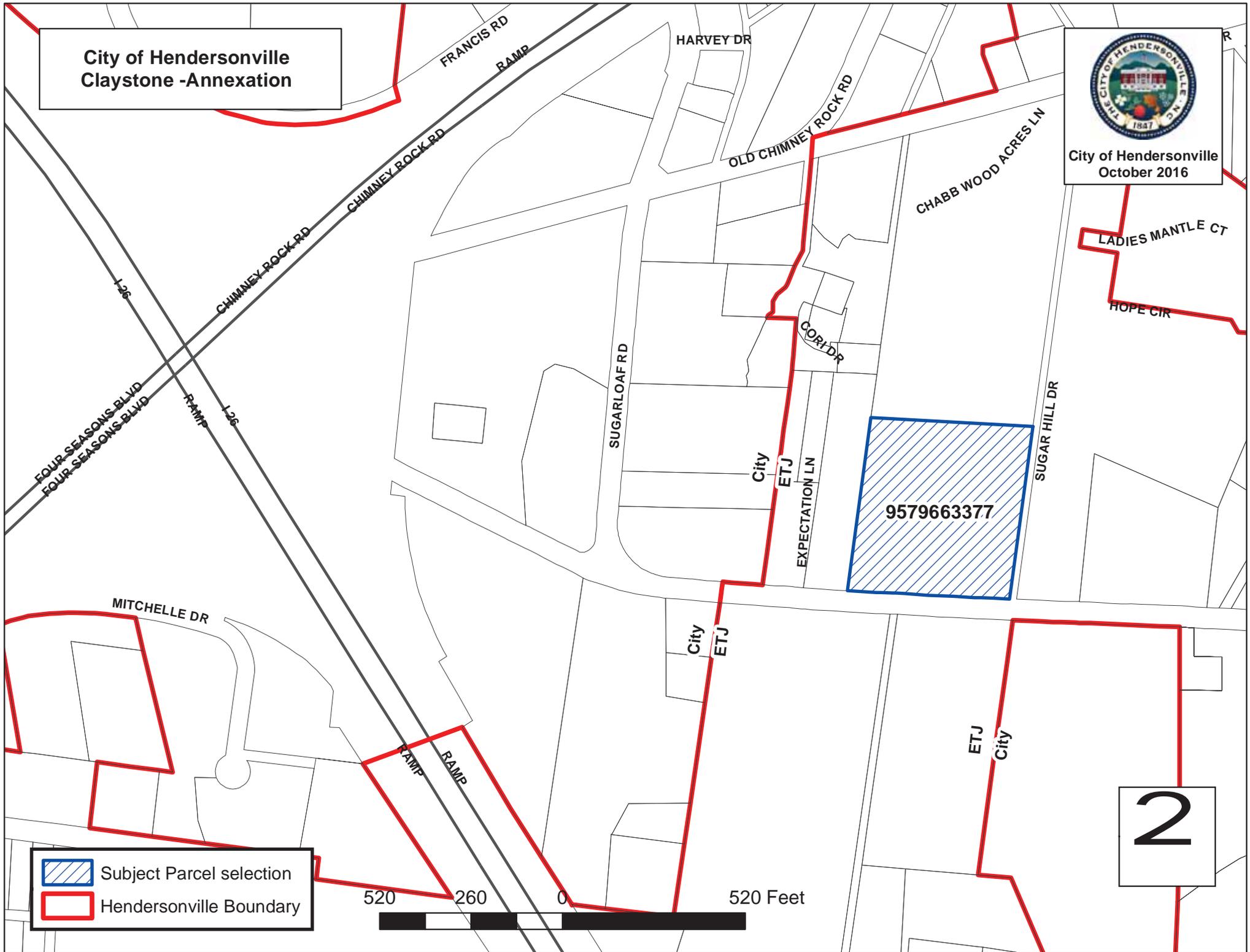
Dealing with us as per
The City of Hendersonville R-15 Zoning
Book 367
Page 107
Revised 5-16-1999



City of Hendersonville
Claystone -Annexation



City of Hendersonville
October 2016



 Subject Parcel selection
 Hendersonville Boundary

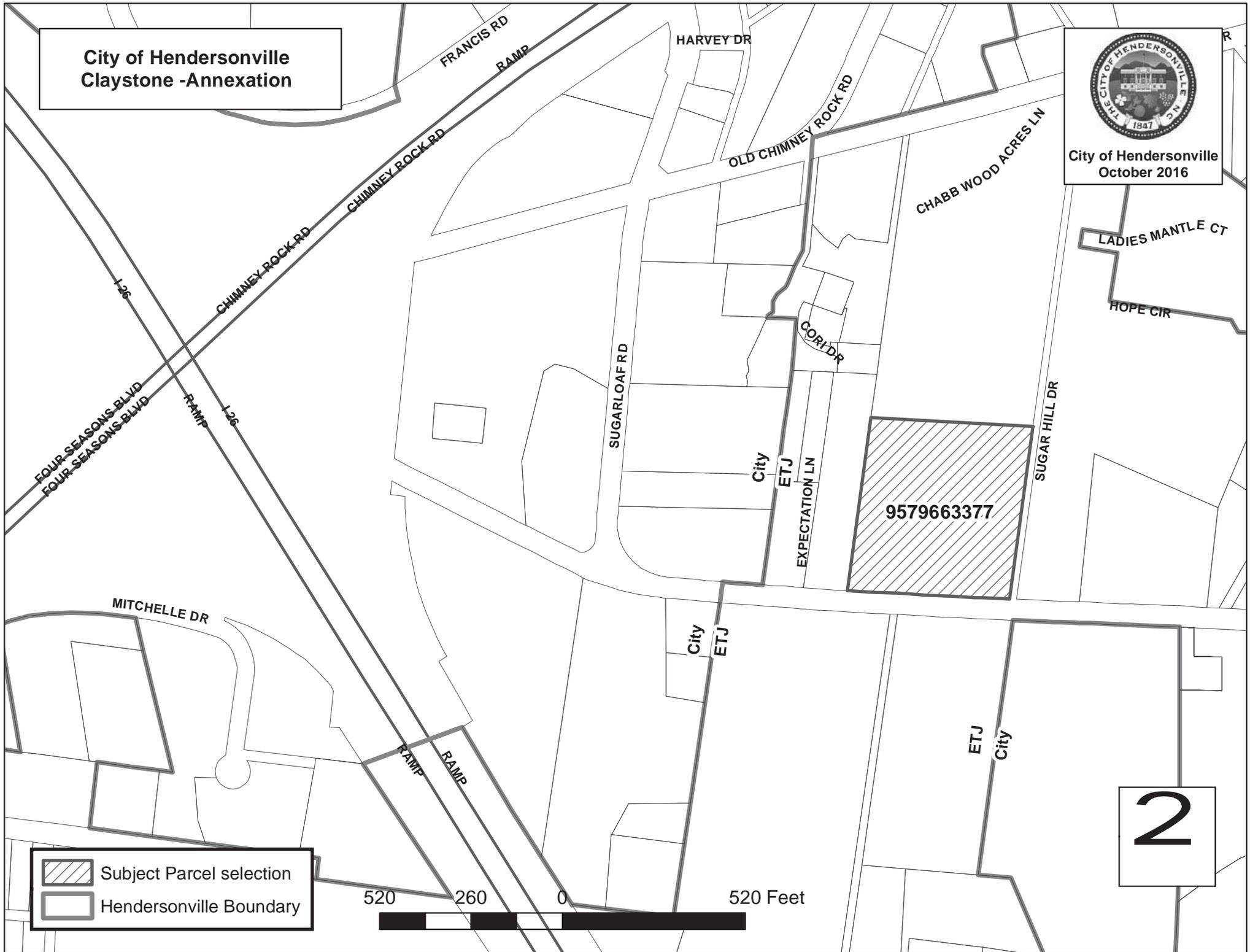


2

City of Hendersonville
Claystone -Annexation



City of Hendersonville
October 2016



 Subject Parcel selection
 Hendersonville Boundary



2



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 10-13-16

Presenter: David Hazzard, Senior Planner

Date of Council Meeting to consider this item: 11-03-16

Nature of Item: Council Action

Summary of Information/Request:

Item # 09

P16-24-SUR

The Development Assistance Department is in receipt of an application to amend a Special Use Permit from Atha Plaza Inc. to construct a 3,150 sq. ft. building within the existing Sugarloaf Commercial Center complex. This complex is located on parcel 9579-86-0329 located on the corner of Sugarloaf Road and Waddell Drive. This project was previously approved by City Council at their regular meeting on January 4, 2001.

Generally, minor modifications to approved special use permits are only subject to staff review and approval. Section 7-6-3 of the zoning ordinance does not allow staff to approve substantial changes in previously approved special use permits. An additional structure is being proposed, therefore an amended special use permit approved by City Council is required.

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

The suggested motions begin on page 4 of the memorandum.

Attachments:

Memorandum

MEMORANDUM

TO: City Council

FROM: David T. Hazzard

RE: Sugarloaf Commercial Center

FILE #: P16-24-SUR

DATE: October 20, 2016

PROJECT DESCRIPTION

The City is in receipt of an application to amend a Special Use Permit from Atha Plaza Inc. to construct a 3,150 ft² building within the existing Sugarloaf Commercial Center complex. This complex is on parcel 9579-86-0329 located on the corner of Sugarloaf Road and Waddell Drive. This project was previously approved by City Council at their regular meeting on January 4, 2001. The applicant has made the following modifications to the approved Preliminary Site Plan:

- Added a proposed 3,150 ft² building within the existing Sugarloaf Commercial Center complex.

Generally, minor modifications to approved Preliminary Site Plans are only subject to staff review and approval. Section 7-6-3 of the Zoning Ordinance does not allow staff to approve substantial changes in previously approved structures. An additional structure is being proposed therefore, an amended Special Use Permit approved by City Council is required.

EXISTING LAND USES & ZONING

The existing Sugarloaf Commercial Center complex is on parcel 9579-86-0329 and is approximately 4.91 acres. This complex has 5 existing buildings with a mix of uses that include: commercial, retail, and office uses. There are 127 existing parking spaces. This project is in the County and is located in the City's ETJ Extraterritorial Jurisdiction. The existing zoning classifications for this parcel is C2SU Secondary Business Special Use and is shown on the Zoning Map on page 9.

Surrounding land uses can be seen in the aerial view map on page 8. To the north and west of this parcel are single family residential uses and are zoned R-15 Medium Density Residential. To the south is Sugarloaf Road and single family residential uses and are zoned R-15 Medium Density Residential. To the west is Waddell Drive and a single family residential use and is zoned C-4 Neighborhood Commercial.

COMPREHENSIVE PLAN CONSISTENCY

This parcel and adjacent parcels to the north and west are classified as High Intensity Neighborhood. The parcels to the south and east of this parcel are classified as Business Center on the 2030 Comprehensive Plan's Future Land Use Map.

The goal of the High Intensity Neighborhood is to "Encourage low-maintenance, high-density housing that supports Neighborhood and Regional Activity Centers and downtown and provides a transition between commercial and single-family development. Promote walkable neighborhood design that creates attractive and functional roadway corridors and multi-family residential neighborhoods."

The goal of the Business Center classification is to "Create an employment corridor along I-26 that supports the growth of Hendersonville as a business destination. Create a campus-like, mixed-use environment that includes office, research and low-impact industrial uses, as well as supportive retail amenities."

Comprehensive Plan consistency is addressed under "E" on page 3. The Comprehensive Plan Future Land Use Map is located on page 9.

PLAN REVIEW

General

The approximately 4.91 acre site currently has five buildings and associated parking. The applicant is proposing to add one additional 3,150 sf building. The exact use of proposed building is to be determined however the use shall be one that is included in the list of uses. The site plan is included with this memorandum on page 10.

Parking

The site plan shows 127 existing parking spaces. As per the "Building Usage Summary" on the preliminary site plan and Table 6-5-2 a minimum of 119 spaces are required.

Sidewalks

It appears the original applicant was granted a variance excusing the applicant from constructing a sidewalk along Waddell Drive and was required to make a payment in lieu of constructing a sidewalk along Sugarloaf Road by City Council at their regular meeting on January 4, 2001.

Stormwater

Because this is an addition of one 3,150 sf building to an existing developed site this project does not require an approved stormwater management plan.

Landscaping

Because this is an addition of one building to an existing developed site and no new pavement is proposed, this project is not required to add landscaping.

ANALYSIS

Section 7-4-10.1 of the Zoning Ordinance states, "no special use permit shall be approved by City Council unless each of the following findings is made":

- (A) The use or development is located, designed, and proposed to be operated so as to maintain or promote the public health, safety, and general welfare.

Staff has not identified any issues relating to public health, safety, or general welfare.

- (B) There are, or will be at the time they are required, adequate public facilities to serve the use or development as specified in Section 7-11.

The property is currently served by water and has onsite septic systems. The applicant will be required to receive approval from the County Health Department for the proposed building septic system. This has been added to the list of conditions.

- (C) The use or development complies with all required regulations and standards of the Zoning Ordinance or with variances thereto, if any, granted pursuant to Section 7-4-14, and with all other applicable regulations.

The applicant is not requesting any variances.

- (D) The use or development is located, designed, and proposed to be operated so as to be compatible with the particular neighborhood in which it is to be located.

A neighborhood compatibility meeting concerning the application was held on September 26, 2016. Notice was provided by U.S. mail to the owners of record of all property situated within 400 feet of the subject property.

2 members of the general public attended the meeting. The general public had no questions.

A copy of the neighborhood compatibility report accompanies this memorandum on page 7.

- (E) The use or development conforms to the general plans for the physical development of the City as embodied in this Ordinance and in the *Comprehensive Plan* and the *Comprehensive Transportation Plan*.

The 2030 Comprehensive Plan’s High Intensity Neighborhood category is intended to “Encourage low-maintenance, high-density housing that supports Neighborhood and Regional Activity Centers and downtown and provides a transition between commercial and single-family development. Promote walkable neighborhood design that creates attractive and functional roadway corridors and multi-family residential neighborhoods.”

This project appears to be consistent with 2030 Comprehensive Plan

The 2008 Comprehensive Transportation Plan has the following recommendations:

C30 Sugarloaf Road (SR 1541) Add turn lanes, widen shoulders and improve geometrics and intersection operations as appropriate.

PLANNING BOARD

The Planning Board took this matter up at its regular meeting of October 10, 2016. The planning board voted as follows:

Amended Special Use Permit

*Planning Board to recommend City Council approve the application for the Sugarloaf Commercial Center for an Amended Special Use Permit 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.
The motion passed unanimously.*

Special Use Permit

Suggested Motions:

I move City Council (*approve / deny*) the application from Atha Plaza Inc. for the Sugarloaf Commercial Center project for an Amended Special Use Permit 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.

[PLEASE STATE YOUR REASONS]

IN RE: Sugarloaf Commercial Center (File # P16-24-SUR)

List of Uses & Conditions

I. Stipulated Uses:

Only the following uses are authorized for the referenced development:

- Accessory uses & structures, customary, when located on the same lot as the main structure, excluding open storage
- Automobile service establishments
- Business service
- Construction trades facilities so long as they are contained within an enclosed building
- Dance and fitness facilities
- Farm equipment sales and service
- Music and art studios
- Neighborhood community centers
- Offices, business, professional and public
- Personal services
- Printing establishment
- Public & semi-public buildings
- Religious institutions
- Repair services, miscellaneous
- Retail stores so long as the use contains no outdoor storage
- School, business, technical and vocational
- Signs, subject to the provisions of Article XIII
- Telecommunication antennas, subject to special requirements contained in Section 16-4
- Wholesale businesses
- Child Care centers
- Light manufacturing

II. Conditions:

- (1) Shall Be Attached to the Special Use Permit and Satisfied Prior to Issuance of Final Site Plan Approval:**

Approval from the County Health Department for the proposed building's septic system.

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

Final plans for the project shall comply with approved plans, the conditions agreed to on the record of this proceeding and applicable provisions of the Zoning Ordinance.

Atha Plaza Inc.

Signature: _____

Printed Name: _____

Date: _____

Planning Director's Report
 Neighborhood Compatibility Meeting
 Application for a Special Use Permit Amendment
 Sugarloaf Commercial Center
 Monday, September 26, 2016 2:00 p.m.

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

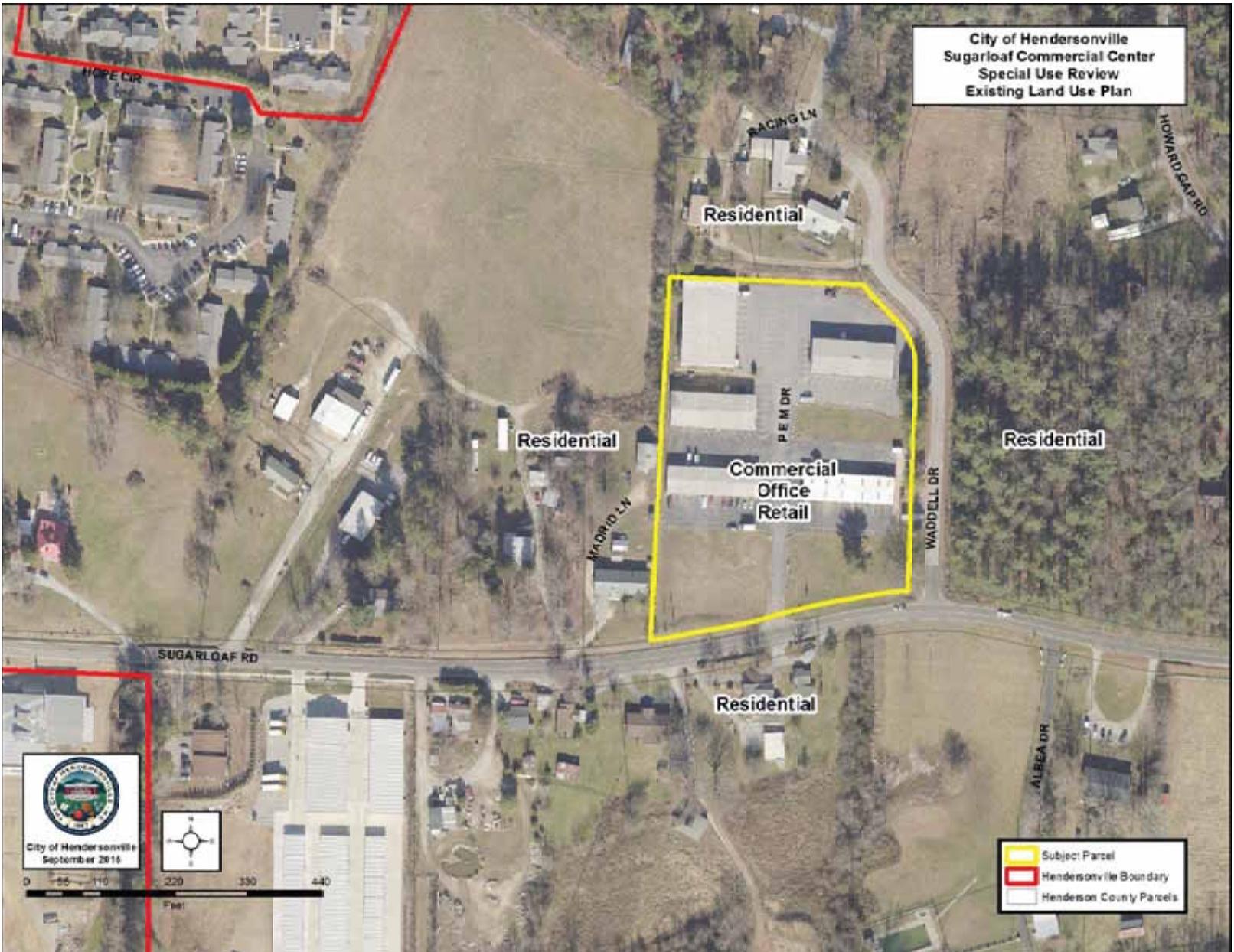
<i>Name</i>	<i>Address</i>	<i>Name</i>	<i>Address</i>
Larry Baber (applicant)	17 Wren Glen Ct.		
James Bishop	Hendersonville, NC		
Wayne Bishop	Hendersonville, NC		
Lorraine Sellers	Hendersonville, NC		
Larry Rogers	Hendersonville, NC		
Dave Hazzard (staff)	100 N. King Street		
Terri Swann (staff)	100 N. King Street		

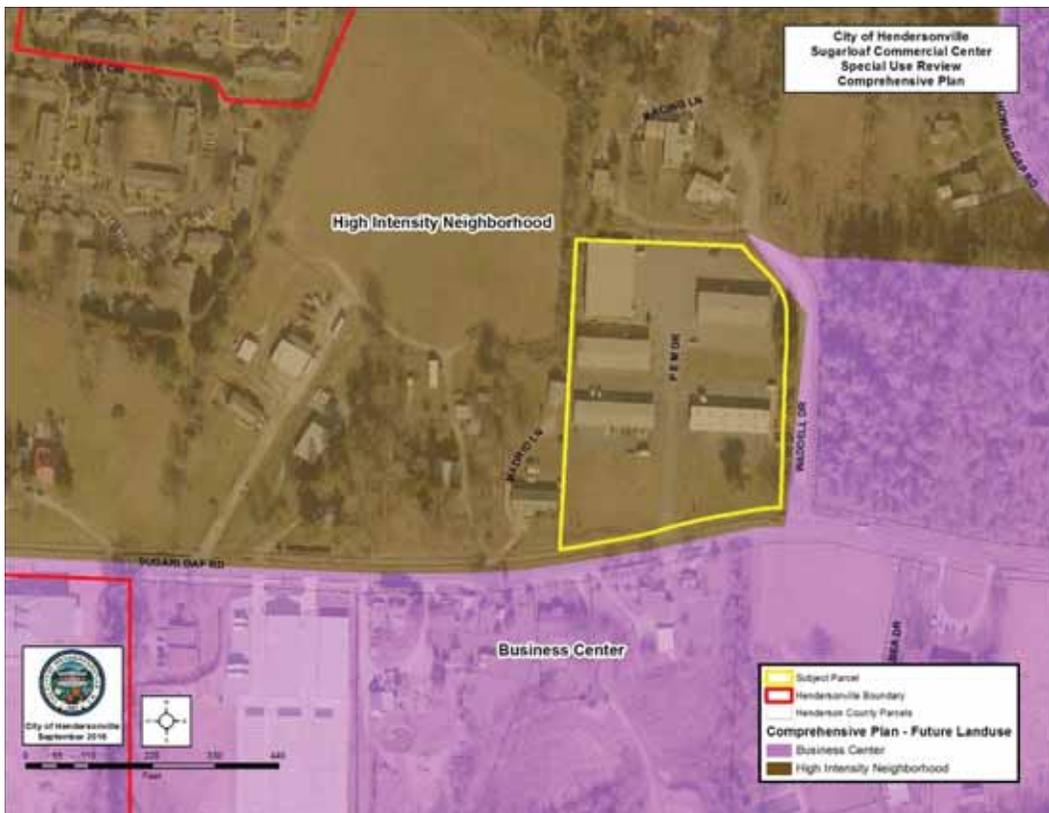
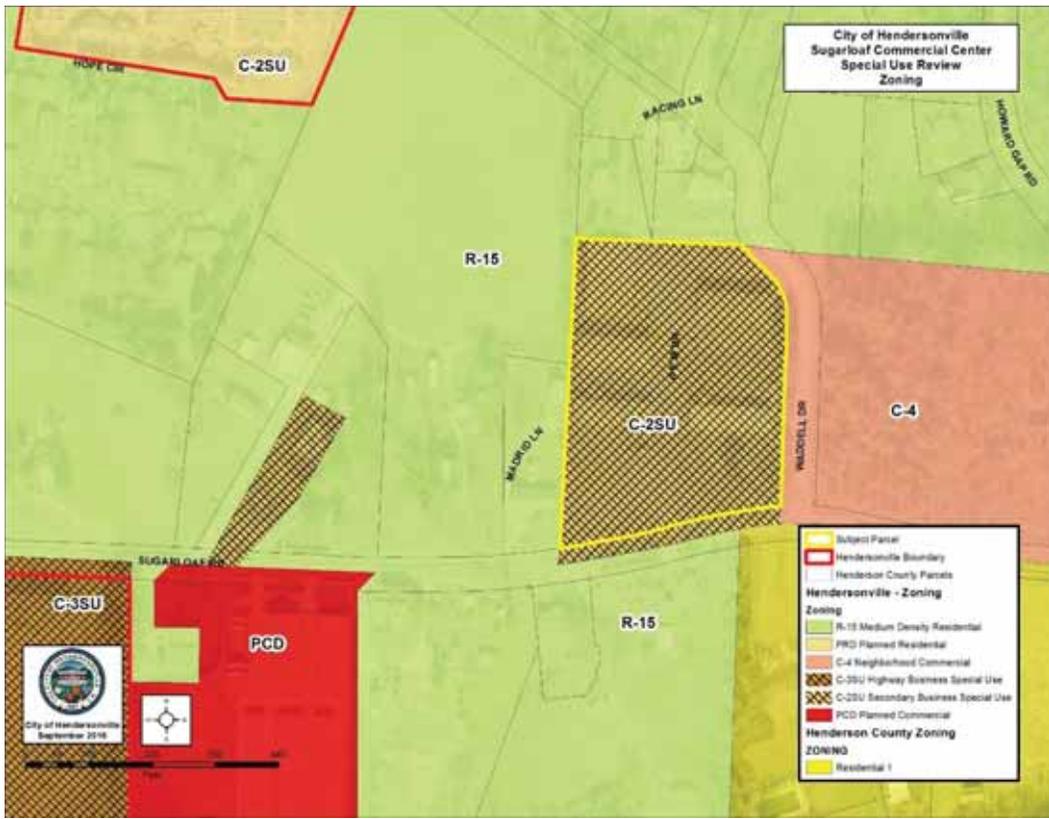
Mr. Hazzard opened the meeting explaining this is an amendment to their Special Use Permit. It is a three step process to amend the Special Use Permit. It will go before the Planning Board on October 10, 2016 and then City Council on November 3, 2016. This is an informal discussion to get feedback from the adjacent property owners. All adjacent property owners will be notified of the Planning Board and City Council meetings.

There are currently five existing buildings on the Sugarloaf Commercial Center site. They plan to add another building that is 3,150 square feet. This building will be added to the south end of the lot.

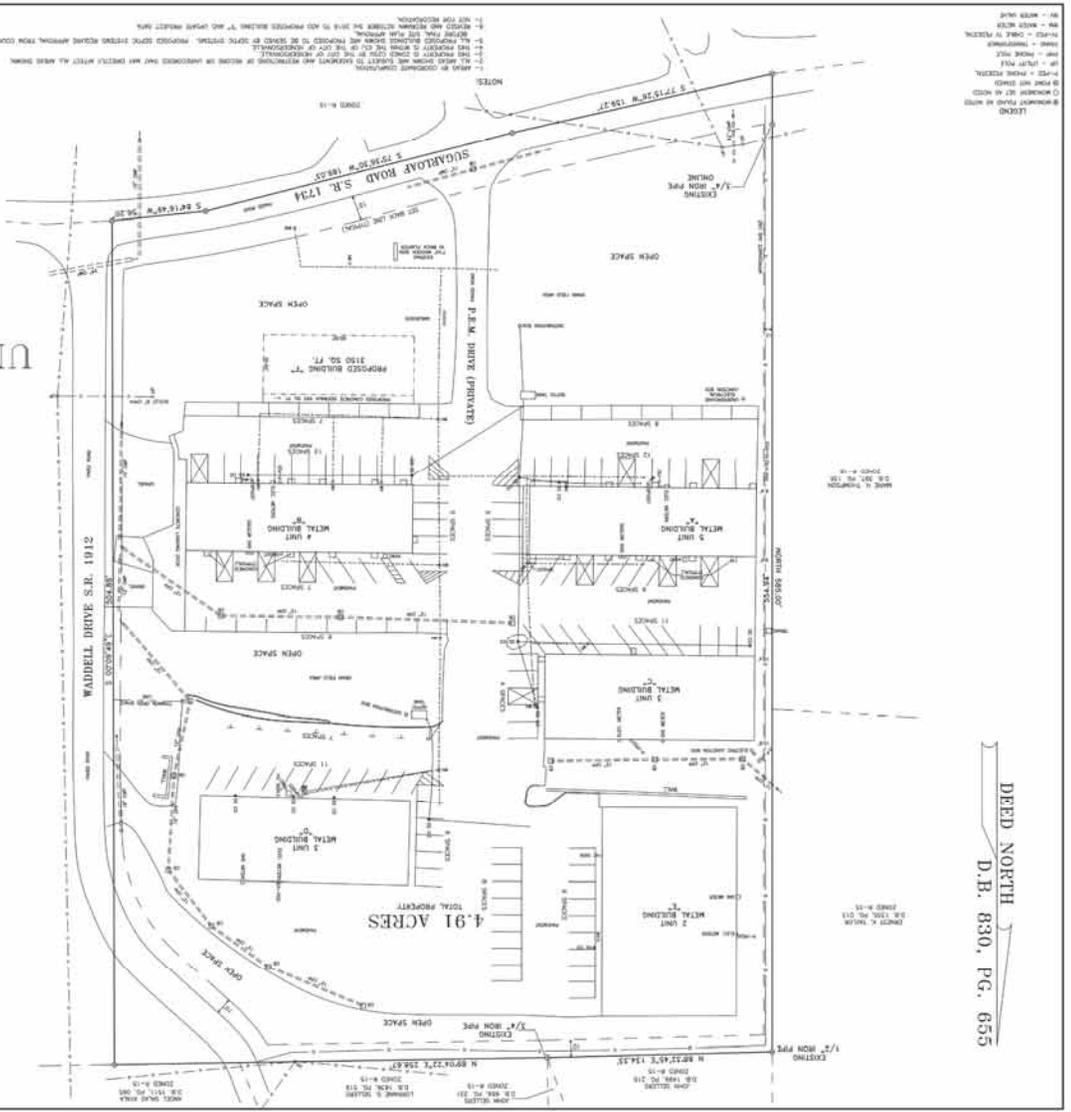
The applicant will need to meet the parking requirements for whatever use they decide for the building. Staff will work with the applicant on the parking requirements.

With no further comments or questions, Mr. Hazzard closed the meeting at 2:03 p.m.





DEED NORTH
 D.B. 830, PG. 655



HILL AND ASSOCIATES
SURVEYORS, P.A.
DAVID H. HILL
N.C.P.L. 1983
8079-88-028

DATE OF SURVEY
OCTOBER 3, 2016

PROJECT NO.
1600000000

SCALE
1" = 30'

LOCATION MAP (N15)

UNCERTIFIED ELECTRONIC COPY

PROJECT SUMMARY

TOTAL PROJECT AREA - 213790 FT²
 TOTAL BUILDING AREA - 36450 FT² - 17%
 OPEN SPACE AREA - 84095 FT² - 40%
 ROADS/PARKING AREA - 91153 FT² - 43%

BUILDING USAGE SUMMARY

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE
1	OFFICE	11000	5.1%
2	RETAIL	11000	5.1%
3	WAREHOUSE	11000	5.1%
4	INDUSTRIAL	11000	5.1%
5	COMMERCIAL	11000	5.1%
6	RESIDENTIAL	11000	5.1%
7	AGRICULTURAL	11000	5.1%
8	RECREATION	11000	5.1%
9	RELIGIOUS	11000	5.1%
10	EDUCATIONAL	11000	5.1%
11	HEALTH CARE	11000	5.1%
12	OTHER	11000	5.1%
13	TOTAL	213790	100%

PLAT OF SURVEY
PHASE 3
SUGARLOAF COMMERCIAL CENTER

OWNER/DEVELOPER: ATHA PLAZA, INC.
 D.B.A. SUGARLOAF COMMERCIAL CENTER
 HENDERSONVILLE TOWNSHIP
 HENDERSON COUNTY
 NORTH CAROLINA

SCALE: 1" = 30'
 OCTOBER 3rd, 2016

APPEAL OF DEVELOPMENT DECISIONS

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

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

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

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

§ 160A-364.1. Statute of limitations.

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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 10/25/2016

Presenter: John Connet

Date of Council Meeting to consider this item: 11/3/2016

Nature of Item: Council Action

Summary of Information/Request:

Item # 10

On October 18, 2016, the City Council and public received a presentation from the UNC School of Government's Development Finance Initiative (DFI) regarding the recruitment of a hotel to downtown Hendersonville. DFI is recommending that the City of Hendersonville move forward with the solicitation of proposals for a hotel development on Grey Hosiery Mill property. Prior to moving forward, City Council needs to endorse DFI's recommendation to solicit proposals for hotel development on the Grey Hosiery Mill property.

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

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

I move that that City Council endorse DFI's recommendation to solicit proposals for a new hotel development on the Grey Hosiery Mill property.

Attachments:

DFI Presentation

CITY OF HENDERSONVILLE HOTEL RECRUITMENT PROJECT



DEVELOPMENT FINANCE INITIATIVE
OCTOBER 18, 2016

AGENDA

- Development Finance Initiative (DFI)
- DFI - Hendersonville Project Background
- Pre-Development Process
- Guiding Project Interests & Site Selection
- Conceptual Plans & Financial Analysis
- Solicitation Process
- Public Q&A

DEVELOPMENT FINANCE INITIATIVE (DFI)

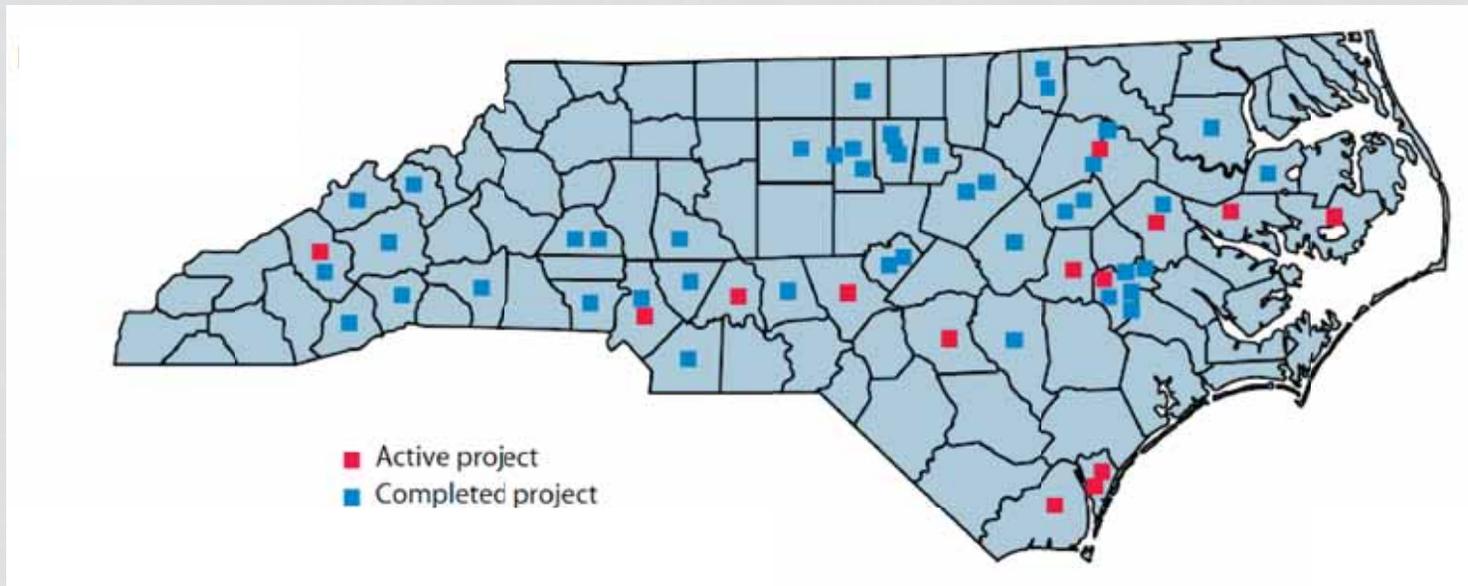


DFI at the **UNC School of Government** partners with local and State government to attract private investment for transformative projects by providing specialized finance and development expertise.

DEVELOPMENT FINANCE INITIATIVE (DFI)

DFI team includes subject matter experts in:

- Community & Economic Development (CED)
- Real Estate Development & Finance
- Public Finance
- Land Use and Planning
- Market Analysis
- Public Private Partnerships



HISTORY

The City of Hendersonville and the Historic Seventh Avenue District (HSAD) engage DFI to assist with the development of strategies to attract private investment into and around the 7th Avenue District.

DFI delivers final project recommendations for HSAD.

The City of Hendersonville engages DFI to provide predevelopment services with regards to a hotel in downtown.

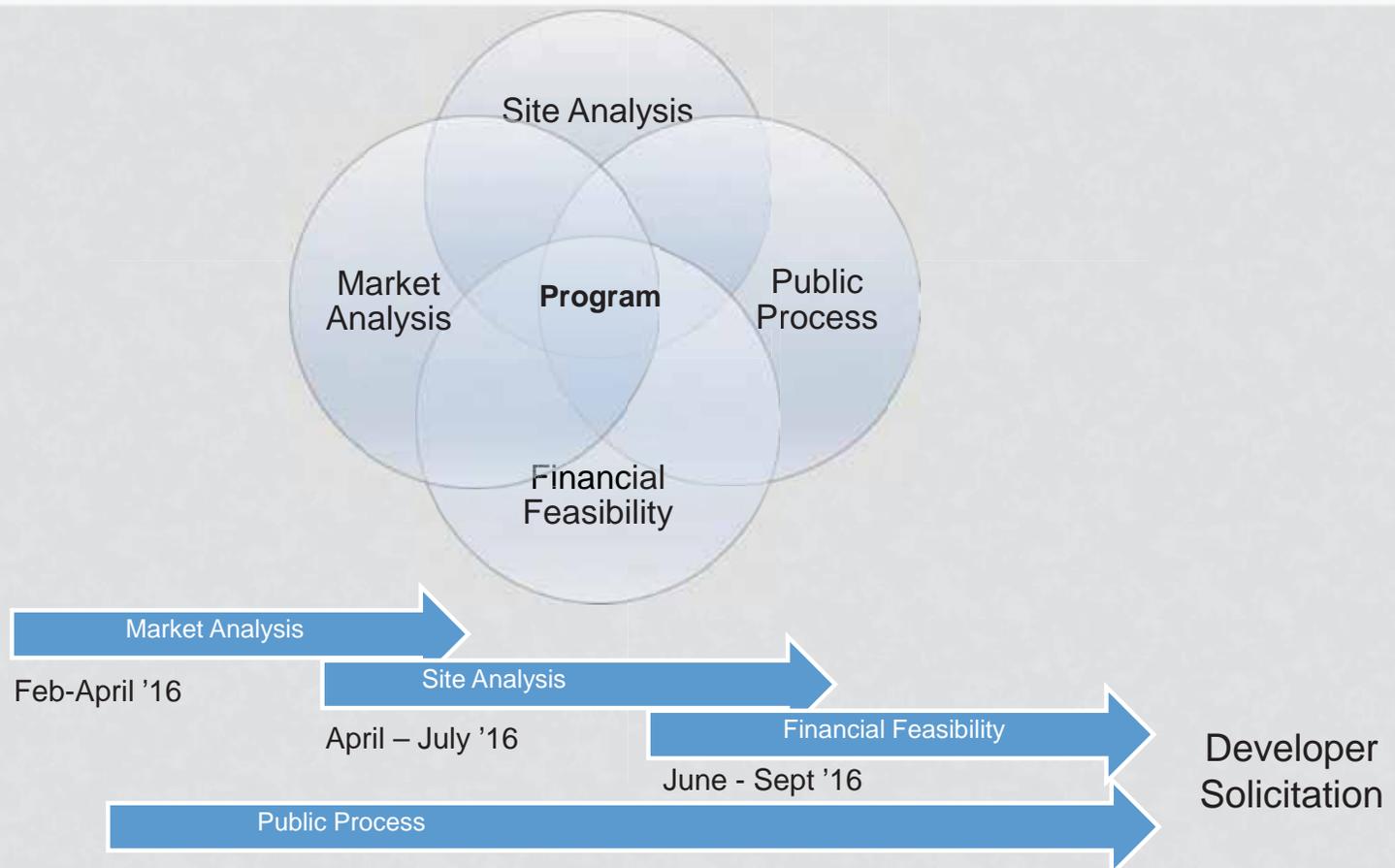
January '14

June '14

December '15

PRE-DEVELOPMENT PROCESS

DFI PROCESS OVERVIEW



MARKET ANALYSIS FRAMEWORK

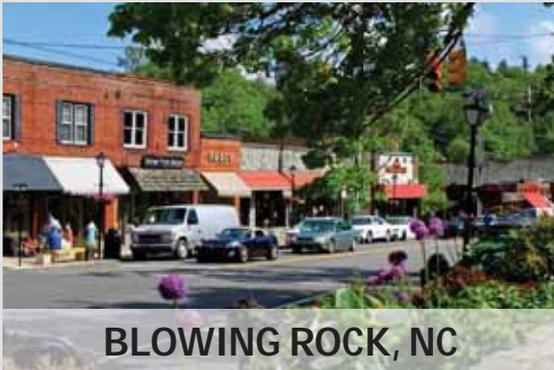
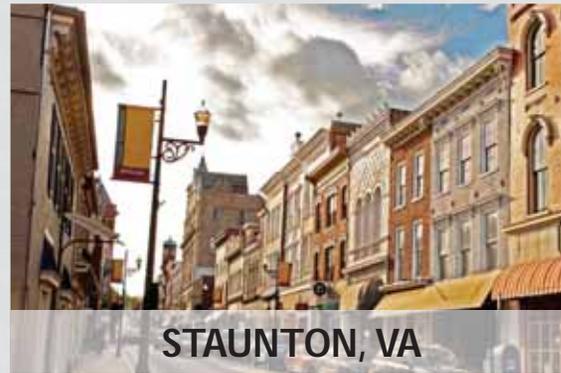
Objective – evaluate development potential for a hotel, as well different uses including residential, retail, office. For each potential use, the market analysis includes...

1. Definition of the primary market/trade area
2. Analysis of demand drivers
3. Projections of future growth based on current demand, demographic trends, and Hendersonville-specific capture rates
4. Analysis of competing supply (current and future)

INITIAL HOTEL MARKET FINDINGS

- Demand indicators (such as occupancy rates, total room stays and occupancy tax growth) show no new demand for additional “highway” hotels and B&Bs
- Limited high quality, full-service product
 - Average age 25 years
- Significant downtown draw with vibrant, walkable retail district
- No downtown supply within walking distance
- Opportunity for downtown boutique hotel with event space

COMPARABLE COMMUNITIES



KEY FINDINGS FROM COMPARABLE COMMUNITIES

- Occupancy rates are higher in downtown hotels
- Downtown products demand significantly higher room rates
- Hendersonville market can support new full-service rooms downtown
- Limited accommodations in downtown area constrain attendance at potential events
- Higher event capacity in downtown area has been shown to spill over into additional demand for other accommodation

GUIDING PROJECT INTERESTS
& HOTEL SITE SELECTION

GUIDING PROJECT INTERESTS

- Maximize public benefit and minimize public investment
- Project likely to spur other private development
- Project contributes to vitality, culture and economy of City (e.g. event space)
- Project respects existing City fabric (height limits, historic buildings, design aesthetics, etc.)
- Integration with Main Street
- Connection to Historic Seventh Avenue District

SITES STUDIED



RECOMMENDATION

Guiding Public Interests	Mill	Dogwood
Maximize public benefit and minimize public investment	✓	
Project likely to spur other private development	✓	✓
Project contributes to vitality, culture and economy of City (e.g. event space)	✓	✓
Project respects existing City fabric (height limits, historic buildings, design aesthetics, etc.)	✓	✓
Connection to Historic Seventh Avenue District	✓	
Integration with Main Street	✓	✓

GREY HOSIERY MILL

HOTEL SITE ANALYSIS

SITE ANALYSIS

- Identify and understand current site constraints
- Show how the development program may fit into the topography of each site
- Help future redevelopment partner(s) understand the public vision

What it is not...

- An architectural rendering with lots of details
- A final guiding document

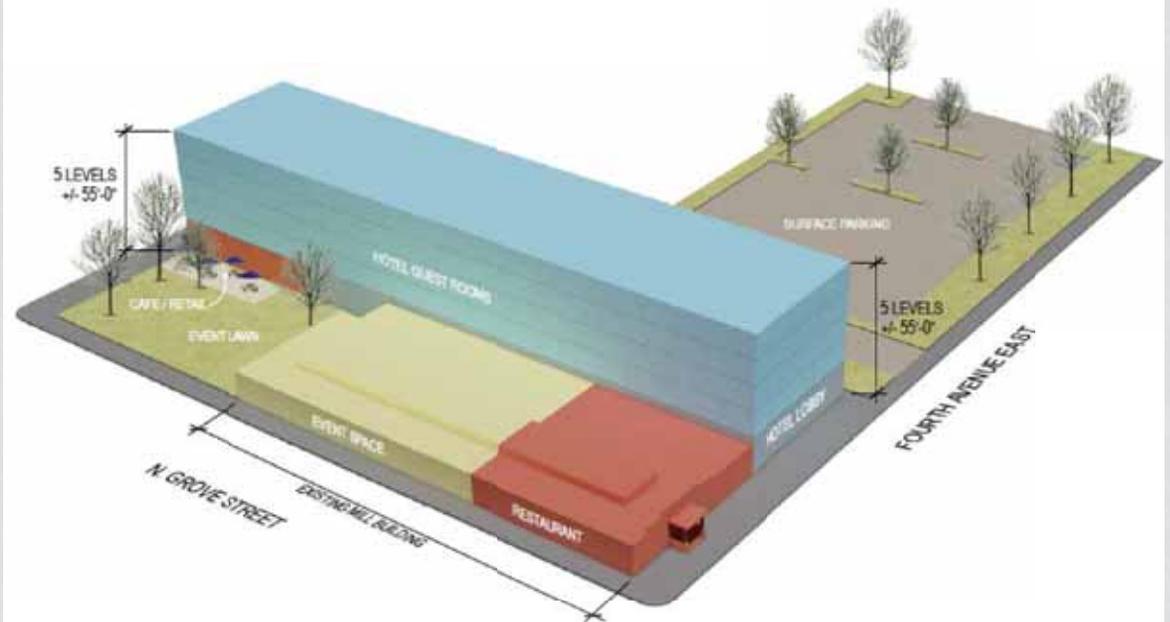
CONCEPT: GREY HOSIERY MILL



CONCEPT: GREY HOSIERY MILL

Hotel Program

Floors	5
# of Rooms	130 - 135
Parking Spaces	115-118
Event Capacity	Est. 200 (6,000 SF)
Retail Space	3,800 SF



GREY HOSIERY MILL

FINANCIAL FEASIBILITY ANALYSIS

FINANCIAL ANALYSIS OVERVIEW

DFI built a customized financial model that tests different conceptual programs and attempts to:

- Identify key assumptions based on market research
- Estimate development costs
- Analyze financial feasibility
- Guide public investment approach

Objective: Limit the amount of public participation/investment needed to attract private development

BASE CASE SCENARIO

Base case scenario (no public involvement) is currently unattractive to private market...

	Projected	Target
IRR	13-15%	16-20%
Upfront Equity	25% of Total Sources	15-20% of Total Sources

PUBLIC PARTICIPATION

DFI is confident that the following public participation options will attract private investment:

- Seller financing with property currently owned by City
- Extending streetscape improvements along 4th Avenue

SOLICITATION PROCESS

SOLICITATION GOALS

- Provide an overview of the pre-development work completed by City/DFI
- Explain solicitation process to private developers
- Explain roles to private developers
- Market the opportunity to targeted developers
- Attract qualified teams interested in executing development
- Provide flexibility for Council's discretion

QUESTIONS?

APPENDIX

FINANCIAL ANALYSIS ASSUMPTIONS

	Mill
Acquisition	Require purchase of adjacent site(s)
Premium Construction Costs	<ul style="list-style-type: none">• Type III-A: Noncombustible exterior walls• Historic Rehab for event/restaurant space• Demolition & remediation of parts of Mill• Foundation to address poor soil conditions
Parking	Surface parking built to accommodate <u>only</u> hotel guests
Revenue	65% Occupancy Rate \$155 Average Daily Rate

FEASIBILITY W/PUBLIC PARTICIPATION

DFI modelled the following public participation option to test feasibility:

- Seller financing for the private acquisition of the Grey Hosiery Mill site

Private Returns	
	Mill
IRR (Target: 16-20%)	17 – 19%
Cash on Cash (Target: 8-10%)	8 – 9%

PUBLIC PARTICIPATION IMPACT

	Mill
Sale of City-Owned Parcels	\$730,000
Public Participation	
Loan to Developer	(\$730,000)
Total Public Investment	--
Interest from Loan	\$30,000
Street Improvement Debt Service	(\$84,000)
Tax Revenue	\$85,000
Annual Revenue	\$31,000

CONCEPT: GREY HOSIERY MILL



CONCEPT: DOGWOOD LOT



128-132 TOTAL UNITS
385-390 PARKING SPACES
 +/- 84,900 GSF
 +/- 65,660 NLA (77%)
 +/- 56,860 NLA HOTEL
 +/- 3,200 NLA RETAIL
 +/- 5,600 NLA EVENT
 (EXCL. GARAGE)

- City-Owned
- Private Ownership



ASSUMPTIONS

	Mill	Dogwood
Acquisition	Require purchase of adjacent site(s)	
Premium Construction Costs	<ul style="list-style-type: none"> • Type III-A: Noncombustible exterior walls • Historic Rehab for event/restaurant space • Demolition & remediation of parts of Mill • Foundation to address poor soil conditions 	<ul style="list-style-type: none"> • Type III-A: Noncombustible exterior walls
Parking	Surface parking built to accommodate <u>only</u> hotel guests	Parking Deck required to accommodate hotel guests + replace 157 parking spaces (at minimum)
Revenue	65% Occupancy Rate \$155 Average Daily Rate	

DEVELOPMENT BUDGET

Uses	Grey Hosiery Mill	Dogwood Site
Acquisition	\$1.0M	\$0.8M
City-Owned Parcels	<i>\$0.73M</i>	<i>\$0.5M</i>
Adjacent Parcels	<i>\$0.27M</i>	<i>\$.3M</i>
Hard Costs	\$18.0M	\$18.2M
Historic Rehab	<i>\$1.7M</i>	--
New Construction	<i>\$8.5M</i>	<i>\$9.4M</i>
Parking (Servicing Hotel Only)	<i>\$0.2M</i>	<i>\$2.3M</i>
Other (FF&E, Sitework, TI, etc.)	<i>\$7.6M</i>	<i>\$6.5M</i>
Soft Costs	\$5.4M	\$4.9M
Total Development Cost	\$24.4M	\$23.9M

FEASIBILITY W/OUT PUBLIC PARTICIPATION

Private Returns

	Grey Hosiery Mill	Dogwood
IRR (Target: 16-20%)	13 – 15%	12 – 14%
Cash on Cash (Target: 8-10%)	5 – 6%	4 – 5%

FEASIBILITY W/PUBLIC PARTICIPATION

DFI modelled the following public participation options to test feasibility:

- Seller financing for the private acquisition of the Grey Hosiery Mill site
- City-funded private parking at Dogwood site (Spaces to accommodate hotel guests + replace existing public spaces)

Private Returns		
	Grey Hosiery Mill	Dogwood
IRR (Target: 16-20%)	17 – 19%	16 – 18%
Cash on Cash (Target: 8-10%)	8 – 9%	7 – 8%



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 10/25/2016

Presenter: John F. Connet

Date of Council Meeting to consider this item: 11/03/2016

Nature of Item: Council Action

Summary of Information/Request:

Item # 11

As all of you know I-26 has reached its designed capacity, is frequently congested and is a critical transportation route for Hendersonville residents, businesses and visitors. Therefore, staff has drafted the attached resolution in support of the I-26 widening project and is requesting its approval by City Council. This resolution will be sent to NCDOT with a cover letter asking them to also consider making bicycle and pedestrian improvements to the Four Seasons Boulevard interchange.

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

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

I move that the City Council approve the resolution of support for the I-26 widening project.

Attachments:

Proposed resolution

**A RESOLUTION REGARDING THE INTERSTATE 26 WIDENING PROJECT
THROUGH HENDERSON COUNTY**

- WHEREAS,** the North Carolina Department of Transportation (NCDOT) proposes to widen Interstate 26 through Henderson County; and
- WHEREAS,** NCDOT held an open house and public hearing for the Interstate 26 Widening Project I-4400/I-4700 on October 13, 2016; and
- WHEREAS,** Interstate 26 is a major transportation artery through our community for residents, businesses and visitors; and
- WHEREAS,** the City of Hendersonville is a member of the French Broad River Metropolitan Planning Organization (MPO) and supports a transportation planning process in urbanized areas that is comprehensive, cooperative and continuing, and addresses public safety and local and regional economic needs; and
- WHEREAS,** the City Council of the City of Hendersonville believes NCDOT has fully examined all the possible alternatives for the widening of Interstate 26.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hendersonville fully supports this widening project and encourages NCDOT to begin as soon as possible.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Hendersonville to be affixed.

Adopted this _____ day of _____ 2016.

Barbara G. Volk, Mayor
City of Hendersonville

Attest:

Tammie K. Drake, City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brendan Shanahan

Department: Engineering

Date Submitted: 10/24/16

Presenter: Brendan Shanahan

Date of Council Meeting to consider this item: 11/3/16

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 12

Presentation of Southside Stormwater Hydraulic Model Results

At the January 7, 2016 City Council Meeting, the South Market Village development project was reviewed and the Special Use Permit approved. Stormwater and potential flooding concerns were discussed during the public hearing. One of the items discussed involved a City-owned parcel adjacent to the South Market Village development and the potential to use this property to attenuate flooding in the area. The Engineering Department was asked to work with the developer as necessary and look at the feasibility of using the City-owned property to help with south side area flooding.

Staff completed a stormwater modeling effort to look at the entire Southside drainage area and determine what measures, if any, could be taken to help alleviate flooding. The presentation that follows will describe the hydraulic model results.

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

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

N/A

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Admin

Date Submitted: 10.20.16

Presenter: Tammie Drake

Date of Council Meeting to consider this item: 11.03.16

Nature of Item: Council Action

Summary of Information/Request:

Item # 15

APPOINTMENTS:

SISTER CITIES BOARD: Two members may be appointed by the City Council. Alex Templeton, Finance Dept. Customer Service Team Leader has requested to be a member of the Sister Cities Board. Lisa White, Finance Director, has served one three-year term on the Sister Cities Board as the Board Treasurer and would like to be reappointed.

PLANNING BOARD: The terms of three members will expire December 1: Peter Hanley, Steve Johnson and Robert Hogan. All three members would like to be reappointed. You have one application on file from Ian Edwards who serves as Chair of the Environmental Sustainability Board.

ANNOUNCEMENTS: There are vacancies on:

BOARD OF ADJUSTMENT (alternate position)

BUSINESS ADVISORY COMMITTEE: The resignation of Mr. Chuck Edwards has left a vacancy on this Committee.

ENVIRONMENTAL SUSTAINABILITY BOARD: Ms. Rhonda Chislaghi resigned from this Board due to her work schedule stating it is difficult to leave her business during work hours. Eligible applicants for the City position includes: Gary Eblen, Aaron Black

WALK OF FAME SELECTION COMMITTEE: Given that the Committee has almost completed their nominations, this appointment is no longer necessary.

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

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

I nominate ...

Attachments:

board membership lists