

AGENDA

CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

AUGUST 6, 2015 – 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: July 2, 2015 Regular Meeting**
 - B. **Consideration of a Resolution with Respect to the Taking of Official Notice of Certain City Documents at Quasi-Judicial Hearings**
 - C. **Consideration of Waiving the Fire Department Operational Permit Fees for the Apple Festival Vendors**
 - D. **Consideration of Special Events Permit for:**
 - i. **Mad Mountain Mud Run 2016**
 - ii. **Seventh Avenue District Farmer's Market**
 - E. **Consideration of an Agreement between NCDOT and the City to Complete a Bicycle Plan**
 - F. **Consideration of an Application from the City Manager Requesting the Annexation of 11.34 acres of City-owned Property Located at 632 Sugarloaf Road (Fire Station #2)**
 - G. **Consideration of an Application from the Housing Assistance Corporation to close a portion of an unopened and unimproved right-of-way for Ochlawaha Drive and a portion of an unopened and unimproved right-of-way for Azalea Woods Drive Located within the Oklawaha Village Project off North Main Street**

- H. Consideration of an Application from Housing Assistance Corporation for the contiguous annexation of a portion of two parcels, approximately 8.148 acres, located within the Oklawaha Village Project, off North Main Street
- I. Consideration of Approval of new Grant Fund for Berkeley Mills Ballpark, approve the transfer from Historic Preservation-General Fund Line item to new Grant Fund
- J. Consideration of Job Descriptions for: Administration (4), Development Assistance Department (4), Water & Sewer Department (5), Environmental Services (1), and Legal (1)
- K. Consideration of Request to Create Human Resources Coordinator and Code Enforcement Officer Positions
- L. Consideration of Tax Collector Appointment: Appoint Tammy Holland Tax Collector, and Beth Harrell Deputy Tax Collector
- M. Consideration of Update to the Personnel Policy relating to the Family Medical Leave Act
- N. Consideration of Revisions to the Pay Scale Including New and Revised Positions
- O. Consideration of a Contract between the Hendersonville Housing Authority and the Police Department to Provide Two Officers
- P. Consideration of Revised Fee Schedule for Fiscal Year 2015-16
- Q. Consideration of Budget Amendments (6)
- R. Consideration of Ordinance Amending Section 50-282 Respecting Days and Hour of Parking Enforcement

6. Recognition of Service Excellence Quarterly MVPs

Presenter: City Manager John Connet

7. Recognition of Ms. Babs Newton for Service on the Downtown Advisory Committee

Presenter: Mayor Barbara Volk

8. Consideration of Charter for Compassion Proclamation

Presenter: Mayor Barbara Volk

9. Report on the Hendersonville Sister Cities

Presenter: Ms. Karen Hultin

10. Consideration of a Request from Interfaith Assistance Ministry (IAM) to Waive the Tap Fees and System Development Charges for their Facility on Freeman Street

Presenter: City Manager John Connet

11. **Presentation on New Safety Initiative: “Drive Like Your Kids Live Here”**
Presenter: Lieutenant Mike Vesley
12. **Consideration of Contract Award for the Oklawaha Greenway, Phase III**
Presenter: Engineering Director Brent Detwiler
13. **Consideration of Request to Establish Two-Hour Parking on Bearcat Boulevard from Oakland to Buncombe Street**
Presenter: City Manager John Connet
14. **Consideration of Purchasing Policy**
Presenter: Admin Intern Adam Murr
15. **Comments from Mayor and City Council Members**
16. **Reports from Staff**
17. **Boards and Commissions**
Presenter: City Clerk Tammie Drake
 - a. Consideration of Appointments
 - b. Announcement of Vacancies/Upcoming (Re)appointments
18. **New Business**
19. **Adjournment**





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Sam Fritschner

Department: Legal

Date Submitted: 29 July 2014

Presenter: Sam Fritschner

Date of Council Meeting to consider this item: 6 August 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 05b

Most quasi-judicial hearings involving planning begin with the City Council taking official notice of certain official City documents.

In order to insure that these documents are always part of the record, to guard against error and in small part to shorten the presentation, I have attached a proposed resolution pursuant to which the City Council takes notice in all cases of the Zoning Ordinance, the Official Zoning Map, the Comprehensive Plan and the Transportation Plan.

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 adoption of the resolution whereby the City Council takes notice of certain City documents in all appropriate quasi-judicial hearings.

Attachments:

Proposed resolution

RESOLUTION # _____

A RESOLUTION WITH RESPECT TO THE TAKING OF OFFICIAL NOTICE OF CERTAIN CITY DOCUMENTS AT QUASI-JUDICIAL HEARINGS

WHEREAS the City from time to time holds quasi-judicial hearings pursuant to applicable law, and

WHEREAS the City Council is routinely requested in the course of these hearings to take official notice of various City documents, and

WHEREAS to ensure that no defect in the official recognition of certain official documents prejudices the decisions of the City Council with respect to its quasi-judicial hearings the City Council has determined to adopt a rule officially recognizing them generally in all City Council quasi-judicial hearings,

NOW, BE IT THEREFORE RESOLVED that the City Council determines as follows:

1. For purposes of all quasi-judicial hearings the City Council takes official notice of all Hendersonville City ordinances including specifically the Zoning Ordinance, and of the Official Zoning map, the Comprehensive Plan and the Transportation Plan, and the entirety of all official departmental files maintained by any department with respect to the Special Use Permit or other application under consideration, all without the necessity of any person or entity requesting such notice. Persons may refer to these documents without having them separately entered into evidence.
2. This resolution is effective upon its adoption.

Adopted this sixth day of August 2015.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Joseph Vindigni, Interim Fire Chief

Department: Fire

Date Submitted: July 17, 2015

Presenter: Joseph Vindigni

Date of Council Meeting to consider this item: August 6, 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 05c

Waive Fire Department operational permit fees for Apple Festival vendors. These fees will be re-evaluated for next year and given to the North Carolina Apple Festival Executive Director David Nicholson prior to information being sent out to vendors.

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

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

I move that City Council waive the Fire Department operational permit fees for all vendors at the 2015 North Carolina Apple Festival.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Administration

Date Submitted: 07/23/2015

Presenter: John Connet

Date of Council Meeting to consider this item: 08/06/2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 05d

The City of Hendersonville receive the following request from The Hands On Children's Museum regarding the 2016 Mud Run:

Thanks again for being a great part of our muddy event in many ways! I am thrilled to have had another wonderful event, and even more glad to say I think the end of the 2015 event is here!! Maybe a few cleanup details, but overall, we are done!! I am glad I got to come thank you & City Council in person.

I am planning ahead, as I am taking a 3 month sabbatical (YAY) July 16 - October 14, and the only mud run detail I need taken care of during this time is getting approval on the consent agenda. I believe it was September last year, but it can be earlier if that is better for you?

Details of Request: Family Mud Fun on Friday, June 3 and Mad Mountain Mud Run on Saturday, June 4th. This will be the 5th annual event. I understand that there will be work happening on the next phase of the Oklawaha Trail and will work with Public Works Dept & City Engineering Dept to ensure we are adjusting and planning our trail accordingly. I have already discussed this with them a little bit.

Is there anything else you need from me in order to get this scheduled and approved? I like to have this done before I do any announcements of the date. I have included a board member, Gil Rainey, here, as he will be the mud run point of contact while I am gone, and I wanted you to have his email.

Thanks for letting me know if you need anything else from me!

Heather

Budget Impact: \$ 10,500 Is this expenditure approved in the current fiscal year budget? Yes 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 allow the 2016 Mad Mountain Mud Run to be held at Berkeley Mills Park on June 3 and 4, 2016. This approval includes the in-kind donation of staff time and mulch for the event.

Attachments:

None



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Zoning

Date Submitted: 7-14-15

Presenter: Susan G. Frady

Date of Council Meeting to consider this item: 8-6-15

Nature of Item: Council Action

Summary of Information/Request:

Item # 05dii

The Historic Seventh Avenue District has requested and received approval for a special event permit for the Historic Seventh Avenue District Farmer's Market to be held on September 6, 2015 from 9:00 A.M. until 4:00 P.M.

Velma Middleton Vice-President of the Historic Seventh Avenue District has made an additional request that the sale of alcohol be permitted during this event. This will be wine and cider in bottles only. No tasting will be permitted. At this time, Ms. Middleton has contacted Saint Paul Mountain Vineyards, Burnt Shirt Vineyards and Naked Apple Hard Cider but is unsure how many will participate. The time of the event has been extended from a 2:00 P.M. end time to 4:00 P.M. as alcohol sales will not be permitted until after noon. (This is a state law not a local law)

Each business will be responsible for obtaining their own ABC permit and compliance with all ABC regulations.

The Seventh Avenue Advisory Committee has also requested that the City Council waive the vendor fee requirement for this event. This will allow the registration fees to be utilized to support other Advisory Committee activities.

The special events committee recommends approval of the special event permit application for the Historic Seventh Avenue District Farmer's Market to include the sale of bottled wine and cider.

Budget Impact: \$250.00-\$500.00 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

If fees are waived it will allow the Advisory Committee to put an additional \$250 to \$500 towards their activities.

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

I move the City Council approve the agenda item for a special event permit for the Historic Seventh Avenue District Farmer's Market to include the sale of bottled wine and cider and waiving of vendor fees.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Sue Anderson

Department: Development Assistance Dept

Date Submitted: July 27, 2015

Presenter:

Date of Council Meeting to consider this item: August 6, 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 05e

File # P15-4-M

In December of 2014, the Planning Department applied for a North Carolina Department of Transportation (NCDOT) Bicycle Planning grant. The NCDOT Division of Bicycle and Pedestrian Transportation and the Transportation Planning Branch created an annual matching grant program – the Bicycle and Pedestrian Planning Grant Initiative – to encourage municipalities to develop comprehensive bicycle plans and pedestrian plans. This program was initiated in January 2004. Over the first ten years, 154 municipalities have been awarded a planning grant. To date, a total of \$4.1 million has been allocated to these 154 municipalities through this grant program. The grant covers 70% of the cost of developing a plan with a required 30% match.

In 2005, the City of Hendersonville received a grant from the same NCDOT Division of Bicycle and Pedestrian Transportation to develop a Pedestrian Plan. That Pedestrian Plan was adopted by City Council in 2007 and is still used today to guide decisions regarding pedestrian amenities such as sidewalks.

In April, the Planning Department received notice that the City of Hendersonville has been awarded a Bicycle Planning Grant. The original grant amount was for \$49,000 from NCDOT with a required \$21,000 match. Since City Council allocated \$5,000 in the 2015 / 2016 budget for the plan and the Blue Ridge Bicycle Club is supplementing the creation of a plan with a \$10,000 donation, the attached agreement was revised by NCDOT and shows \$35,000 from NCDOT with a \$15,000 match.

Budget Impact: \$ 15,000 Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

\$5,000 is from the Budget and \$10,000 will be donated by the Blue Ridge Bicycle Club.

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

I move City Council to approve the agreement between the North Carolina Department of Transportation and the City of Hendersonville to complete a Bicycle Plan.

Attachments:

Agreement

NORTH CAROLINA

**LOCALLY ADMINISTERED - BIKEPED
PLANNING PROJECT - FEDERAL**

HENDERSON COUNTY

DATE: 7/24/2015

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: M-0486D

AND

WBS Elements: PE 55201.1.4

CITY OF HENDERSONVILLE

FEDERAL-AID NUMBER: SPR-1413(016)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$35,000

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

WITNESSETH:

WHEREAS, Section 52005 of the Moving Ahead for Progress in the 21st Century (MAP-21) allows for the allocation of State Planning and Research (SP&R) funds to be available for certain specified transportation activities; and,

WHEREAS, in accordance with G.S. 133-66.2.1, the NC General Assembly requires each Municipality to develop a comprehensive transportation plan that will serve present and anticipated travel demand; and

WHEREAS, the Department has allocated state matching funds to augment the federal funds available for these activities; and,

WHEREAS, the Department's Division of Bicycle and Pedestrian Transportation (DBPT) and the Transportation Planning Branch (TPB) have created a matching grant program to encourage the development of comprehensive municipal bicycle plans and pedestrian plans, which may serve as a component of the comprehensive transportation plan; and

WHEREAS, the Municipality has requested funding for the City of Hendersonville Bicycle Plan, hereinafter referred to as the Project, in Henderson County, North Carolina; and,

WHEREAS, subject to the availability of federal and state funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$35,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the

Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of the planning and production of a Comprehensive Bicycle Plan in accordance with the Department's policies and procedures.

The Department's funding participation in the Project shall be restricted to development of this Plan, as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of funds, the Department shall participate up to a maximum amount of Thirty-Five Thousand Dollars (\$35,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Local Match \$	Local Match Rate
SP&R	\$13,125	70 %	\$15,000	30 %
State	\$21,875			
Total Estimated Cost		\$50,000		

4. TIME FRAME

The Municipality, and/or its agent, shall complete all work outlined in the Agreement within twenty-four (24) months of the issuance of Notice to Proceed. The Municipality shall meet milestone dates in accordance with the *NCDOT, Bicycle and Pedestrian Planning Grant Initiative Grant Recipient Administrative Procedures*. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant.

5. AUTHORIZATION

Upon receipt of an executed agreement, the Department will authorize funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's Policies and Procedures for Major Professional or Specialized Services Contracts. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.

- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. COMPREHENSIVE PLAN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Comprehensive Bicycle and/or Pedestrian Plan, developed in accordance with the Department's Template for Bicycle and Pedestrian Plans. The Comprehensive Bicycle and/or Pedestrian Plan will address (but not be limited to) the following:

- A) Introduction / Executive Summary
- B) Evaluating Current Conditions
- C) Existing Plans, Programs, and Policies
- D) Develop Bicycle or Pedestrian System Plan
- E) Facility Standards and Guidelines
- F) Ancillary Facilities and Programs
- G) Project Development
- H) Maps and Illustrations
- I) Recommendations for Projects, Programs and Policies
- J) Implementing the Plan

SUBMITTAL REQUIREMENTS

The Municipality shall submit two copies of the final draft of the Comprehensive Bicycle (and/or) Pedestrian Plan to the Department for review and approval. The DBPT and the TPB shall review and approve said final draft and any necessary revisions within six months.

8. COMPLETION

The Department shall accept completion of the Project under the following conditions;

- A. The Town Council of the Municipality shall consider the adoption of the Comprehensive Bicycle (and/or) Pedestrian Plan, as approved by the Department. If the Council requests significant changes prior to adoption, the Municipality must resubmit the Council-approved Comprehensive Bicycle (and/or) Pedestrian Plan to the Department for re-approval.
- B. The Municipality shall submit digital files and five (5) hard copies of the approved Comprehensive Bicycle and/or Pedestrian Plan, in a format compatible with Department and Municipal requirements. Geodatabases/shapefiles shall adhere to the DBPT standard format regarding nomenclature, structure and minimal attributes/variables. Photo and map design/resolution shall also meet minimum DBPT standards. The Municipality shall be responsible for the distribution of the final documents to the appropriate local agencies and interested parties.

9. PROJECT DOCUMENTS

All documents, including digital files, will become the property of the Municipality and the Department. Any and all original graphics, technical drawings, photographs, maps, GIS files, and promotional items produced for the plan or for any public meetings shall be available for use by the Department in other publications, on the DBPT website and for display purposes. The Department shall be credited for its participation in all documents, publicity, announcements and materials prepared by the municipality for public meetings.

10. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Planning and Production of a Bicycle Plan for the City of Hendersonville

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200, "Uniform Administrative Requirements, cost principles and audit requirements for federal awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which are being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm and by Title 2 Code of Federal Regulations, Part 200, "Uniform Administrative Requirements, cost principle and audit requirements for federal awards." Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$35,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

11.REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

12.OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The

Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with Title 2 Code of Federal Regulations, Part 200, "Uniform Administrative Requirements, cost principles and audit requirements for federal awards," and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

13. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

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

L.S. ATTEST:

CITY OF HENDERSONVILLE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

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

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

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of Hendersonville

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(DEPUTY SECRETARY FOR TRANSIT)

DATE: _____

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



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Sue Anderson, Planning Director

Department: Planning

Date Submitted: July 13, 2015

Presenter: Sue Anderson

Date of Council Meeting to consider this item: August 6, 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 05f

File # P15-18-A

The City of Hendersonville is requesting a satellite annexation of PIN 9579657695 which is approximately 11.34 acres and is located at 632 Sugarloaf Road. Please refer to the attached map. This parcel contains the new City of Hendersonville Fire Station #2, accessory building, and an advanced metering tower.

Attached is the Clerk's Certificate of Sufficiency finding that the petition is valid. The next step in the annexation process is to accept the Clerk's certificate and set a date for the public hearing on the question of adoption of an ordinance of annexation.

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

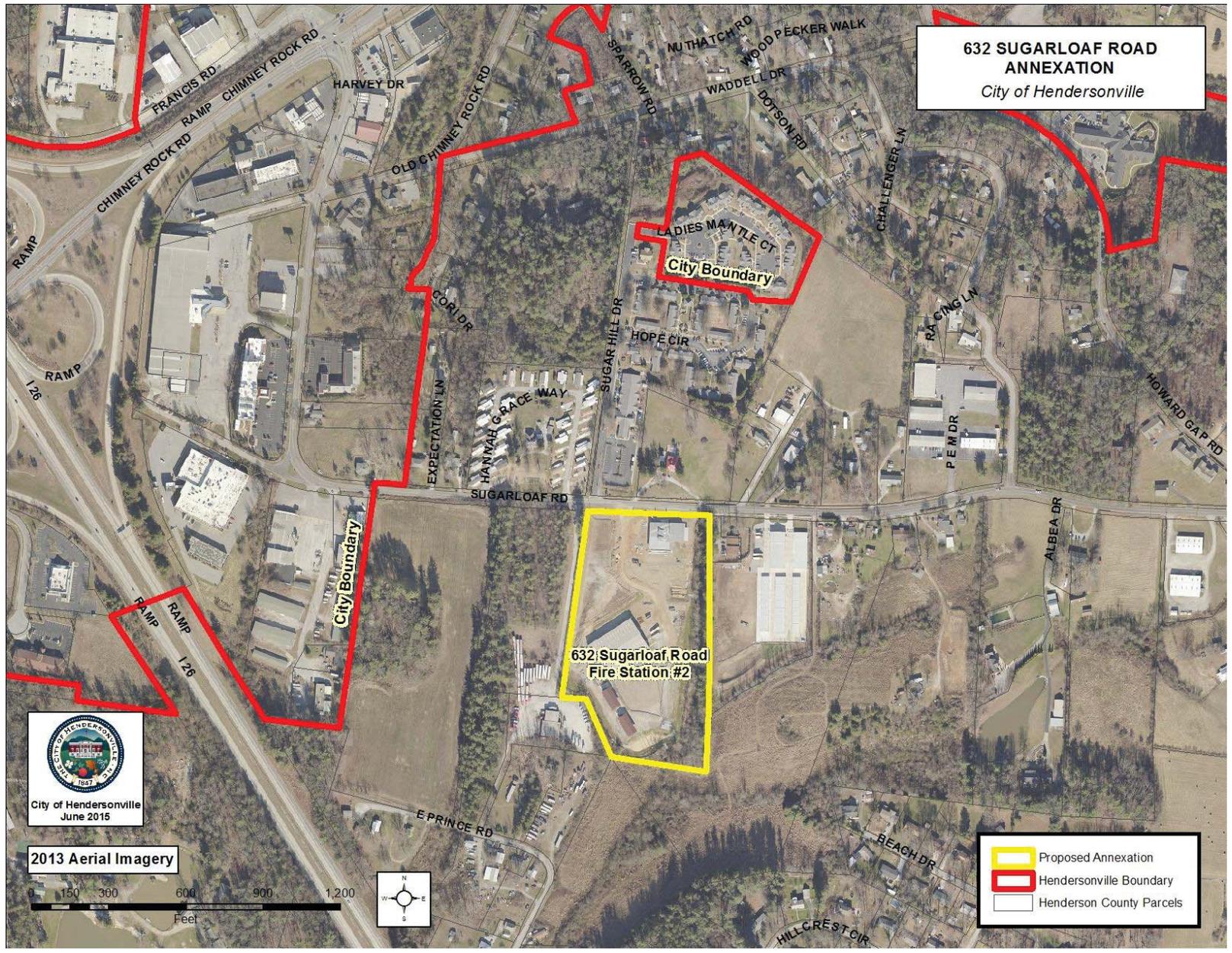
Not Applicable

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

I move Council to accept the City Clerk's Certificate of Sufficiency for the City of Hendersonville petition and set September 3, 2015 as the date for the public hearing.

Attachments:

Map
Clerks Certificate of Sufficiency



CERTIFICATE OF SUFFICIENCY

**Re: Petition for Satellite Annexation
The City of Hendersonville – 632 Sugarloaf Road
File No. P15-18-A**

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

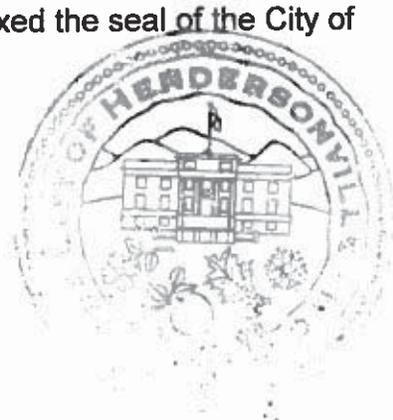
I, Tammie K. Drake, City Clerk, begin first duly sworn, hereby certify an investigation has been completed of the above referenced petition for the satellite annexation of 11.34 acres at 632 Sugarloaf Road.

- A. According to the Planning 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 717 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 John F. Connet is valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 13 day of July, 2015.

Tammie K. Drake
Tammie K. Drake, MMC, City Clerk





CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Sue Anderson, Planning Director

Department: Planning

Date Submitted: July 13, 2015

Presenter: Sue Anderson

Date of Council Meeting to consider this item: August 6, 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 05g

File #15-19-SC

The City has received an application from The Housing Assistance Corporation, to close a portion of an unopened and unimproved ROW for Ochlawaha Drive (area1) and a portion of an unopened and unimproved ROW for Azalea Woods Drive (area 2) located on PIN 9569842945 and 9569840372. These ROW's are within the previously City approved Oklawaha Village project located on North Main Street. A map, survey and legal descriptions are 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 October 1, 2015 as the public hearing date is attached.

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

Not Applicable

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 unopened and unimproved ROW for Ochlawaha Drive and a portion of an unopened and unimproved ROW for Azalea Woods Drive located on PIN 9569842945 and 9569840372 as petitioned by The Housing Assistance Corporation.

Attachments:

Resolution of Intent

Map

Survey

Legal Descriptions

Resolution # _____
RESOLUTION OF INTENT

A resolution declaring the intention of the City of Hendersonville City Council to consider closing a portion of an unopened and unimproved ROW for Ochlawaha Drive and a portion of an unopened and unimproved ROW for Azalea Woods Drive located on PIN 9569842945 and 9569840372.

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

WHEREAS, The Housing Assistance Corporation, has petitioned the Council of the City of Hendersonville to close a portion of an unopened and unimproved ROW for Ochlawaha Drive and a portion of an unopened and unimproved ROW for Azalea Woods Drive located on parcels PIN 9569842945 and 9569840372, and

WHEREAS, the City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of a portion of an unopened and unimproved ROW for Ochlawaha Drive and a portion of an unopened and unimproved ROW for Azalea Woods Drive located on PIN 9569842945 and 9569840372.

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 first day of October, 2015, in the Council Chambers of City Hall to consider closing a portion of an unopened and unimproved ROW for Ochlawaha Drive and a portion of an unopened and unimproved ROW for Azalea Woods Drive located on PIN 9569842945 and 9569840372.
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 sixth day of August, 2015.

Barbara G. Volk, Mayor

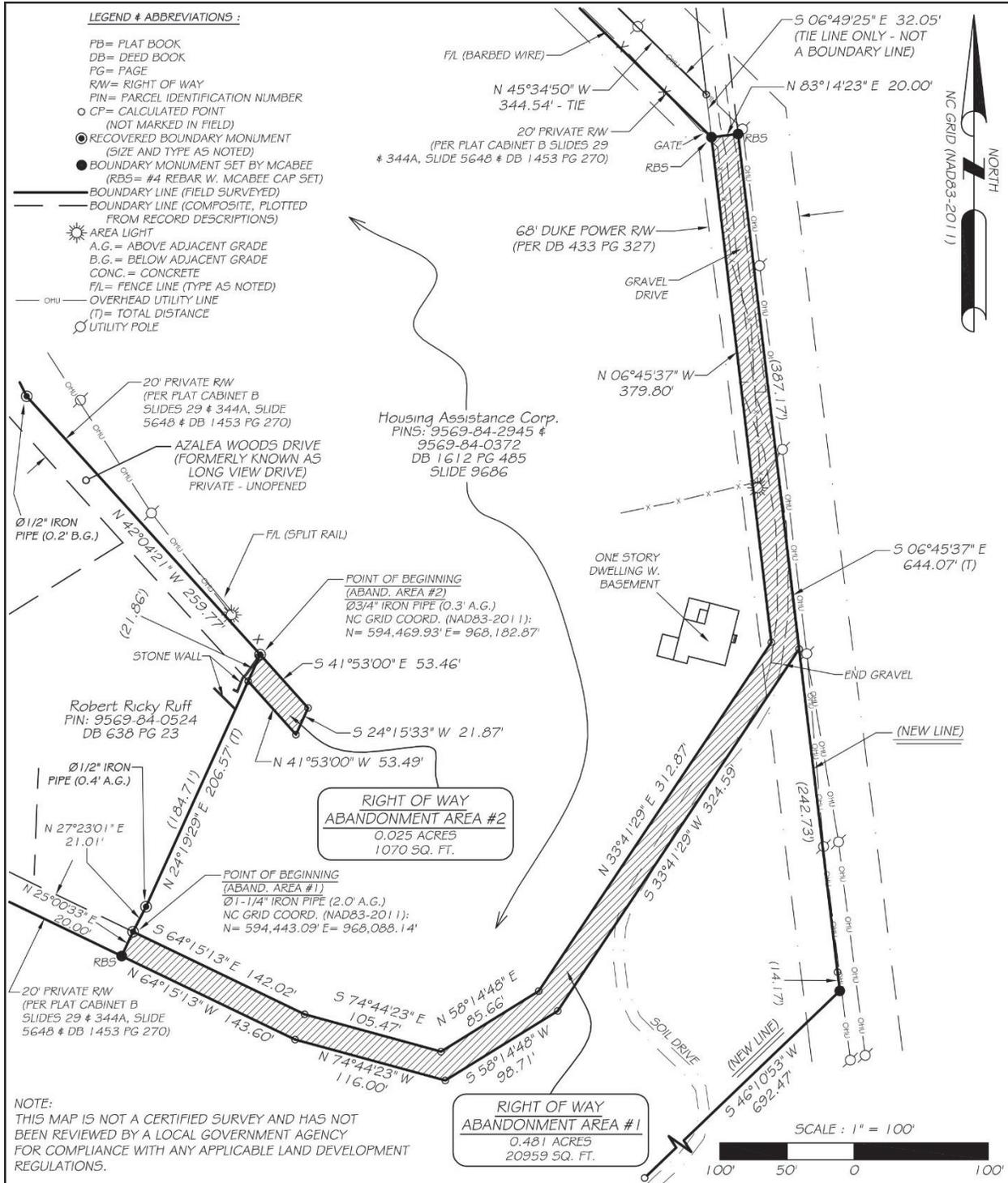
ATTEST:

Tammie K. Drake, MMC, City Clerk

(Seal)

LEGEND # ABBREVIATIONS :

- PB= PLAT BOOK
- DB= DEED BOOK
- PG= PAGE
- RW= 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)
- ☀ AREA LIGHT
A.G.= ABOVE ADJACENT GRADE
B.G.= BELOW ADJACENT GRADE
CONC.= CONCRETE
FIL= FENCE LINE (TYPE AS NOTED)
- OHU— OVERHEAD UTILITY LINE
(T)= TOTAL DISTANCE
- UTILITY POLE



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 Fax (828) 628-1294
 J. Barry West, PLS Telephone (828) 628-1295
 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 AREAS ASSOCIATED
 WITH THE PROJECT :
OKLAWAHA VILLAGE
 MAP PREPARED FOR:
HOUSING ASSISTANCE CORP.

DATE: 7-01-2015
 PROJECT NO.: #11553
 DRAWN BY: JBW
 DRAWING NO.: A-15-1436
 SCALE: 1"=100'

Exhibit A

Area #1

LEGAL DESCRIPTION FOR THE ABANDONMENT OF A PORTION OF THE PRIVATE 20' RIGHT OF WAY RECORDED AND SHOWN ON PLAT CABINET B SLIDES 29 AND 344A AND CROSSING THE PROPERTY OF THE HOUSING ASSISTANCE CORPORATION (RECORDED IN DEED BOOK 1612 PAGE 485) AND SHOWN ON PLAT SLIDE 9686

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

Beginning at a 1-1/4" Diameter Iron Pipe (2.0' Above Adjacent Grade) located on the Northern Margin of the said 20' Private Right of Way; said Iron Pipe also marking the Southern Most corner of the property of Robert Ricky Ruff (As Recorded in Deed Book 638 Page 23) and further bearing NC Grid Coordinates (NAD83-Epoch 2011) of: Northing = 594,443.09' and Easting = 968,088.14'; thence following the Northern and Western Margin of the said 20' Private Right of Way the following Five Courses and Distances: 1) South 64°15'13" East 142.02 feet to a calculated point, 2) South 74°44'23" East 105.47 feet to a calculated point, 3) North 58°14'48" East 85.66 feet to a calculated point, 4) North 33°41'29" East 312.87 feet to a calculated point and finally 5) North 06°45'37" West 379.80 feet to a #4 Rebar with McAbee ID Cap; thence turning and running across the said 20' Private Right of Way North 83°14'23" East 20.00 feet to a #4 Rebar with McAbee ID Cap; thence turning and following the Eastern and Southern Margin of the said 20' Private Right of Way the following Five Courses and Distances: 1) South 06°45'37" East 387.17 feet to a calculated point, 2) South 33°41'29" West 324.59 feet to a calculated point, 3) South 58°14'48" West 98.71 feet to a calculated point, 4) North 74°44'23" West 116.00 feet to a calculated point and finally 5) North 64°15'13" West 143.60 feet to a #4 Rebar with McAbee ID Cap; thence turning and running across the said 20' Private Right of Way North 25°00'33" East 20.00 feet to the Point and Place of Beginning.

Containing 0.481 Acres / 20,959 Square Feet.

Accompanying Survey and the above Legal description were prepared by Barry West, PLS (NC & SC), Vice President, McAbee & Associates, PA, 3 McAbee Trail, Fairview, NC 28730, P – 828-628-1295; F – 828-628-1294;

Area #2

LEGAL DESCRIPTION FOR THE ABANDONMENT OF A PORTION OF THE PRIVATE 20' RIGHT OF WAY RECORDED AND SHOWN ON PLAT CABINET B SLIDES 29 AND 344A AS AZALEA WOODS DRIVE. SAID RIGHT OF WAY CROSSES OVER INTO THE PROPERTY OF THE HOUSING ASSISTANCE CORPORATION (RECORDED IN DEED BOOK 1612 PAGE 485) AND SHOWN ON PLAT SLIDE 9686

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

Beginning at a 3/4" Diameter Iron Pipe (0.3' Above Adjacent Grade) located on the Northern Margin of the said 20' Private Right of Way over Azalea Woods Drive; said Iron Pipe also bearing NC Grid Coordinates (NAD83-Epoch 2011) of: Northing = 594,469.93' and Easting = 968,182.87'; thence following the Northern and Eastern Margin of the said 20' Private Right of Way South 41°53'00" East 53.46' feet to a calculated point and South 24°15'33" West 21.87 feet to a calculated point located at the North Eastern Corner of Lot 15, as recorded in Plat Cabinet B Slide 344A; thence following the Southern Margin of the said 20' Right of Way North 41°53'00" West 53.49 feet to a calculated point located at the North Eastern Corner of Lot 14 in Plat Cabinet B Slide 344A; thence and running North 24°19'29" East 21.86 feet to the Point and Place of Beginning.

Containing 0.025 Acres / 1070 Square Feet.



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Sue Anderson, Planning Director

Department: Planning

Date Submitted: July 13, 2015

Presenter: Sue Anderson

Date of Council Meeting to consider this item: August 6, 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 05h

File # P15-28-A

The City of Hendersonville has received a petition from The Housing Assistance Corporation for contiguous annexation of a portion of PIN 9569840372 and a portion of PIN 9569842945 that is approximately 8.148 acres. This parcel is a part of the previously approved Oklawaha Village project, located on North Main Street. Please refer to the attached maps for additional information.

Attached is the Clerk's Certificate of Sufficiency finding that the petition is valid. The next step in the annexation process is to accept the Clerk's certificate and set a date for the public hearing on the question of adoption of an ordinance of annexation.

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

Not Applicable

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

I move Council to accept the City Clerk's Certificate of Sufficiency for the Housing Assistance Corporation petition and set September 3, 2015 as the date for the public hearing.

Attachments:

- Map
- Survey
- Legal Description
- Clerks Certificate of Sufficiency

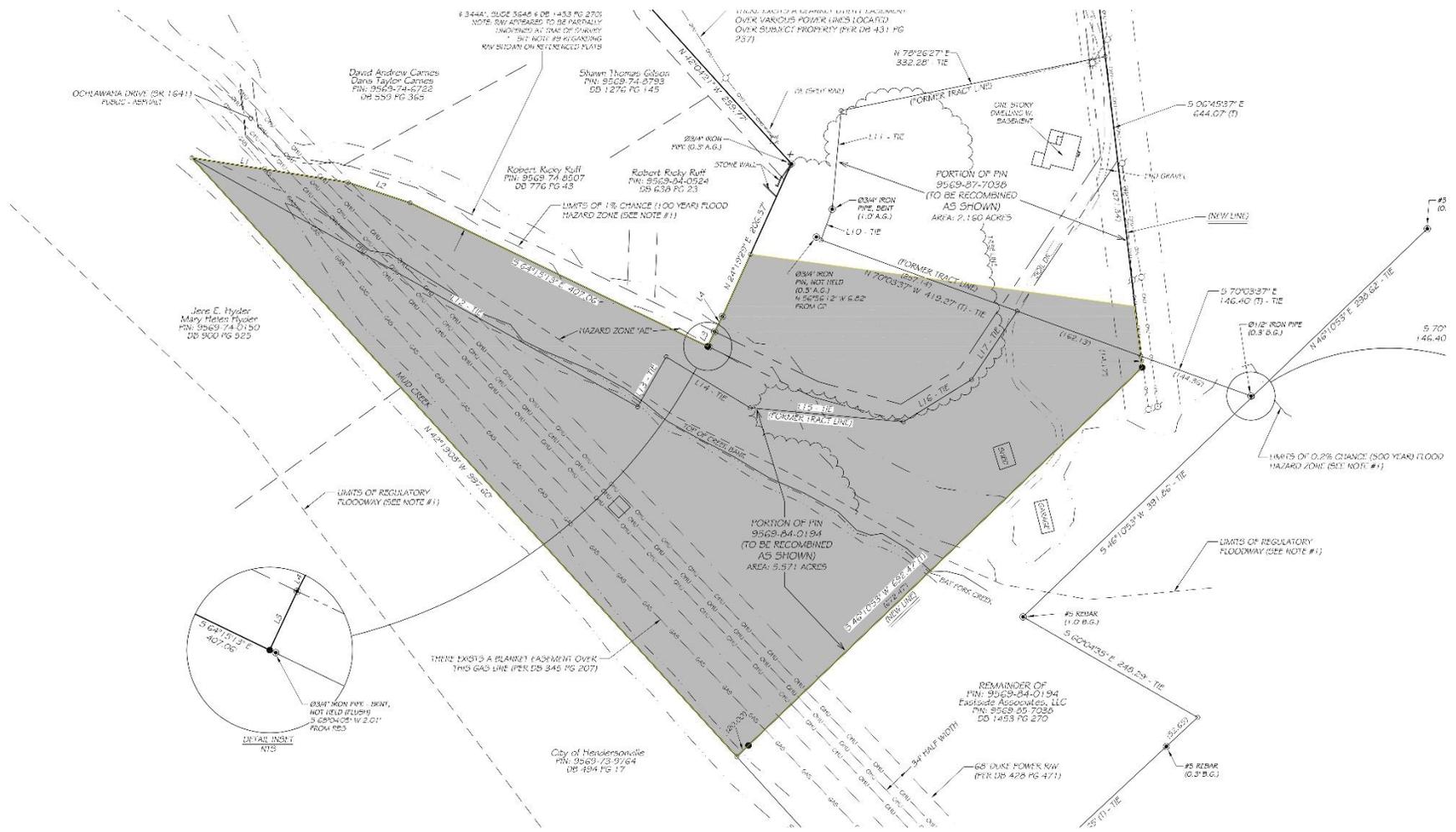


Exhibit A

LEGAL DESCRIPTION OF A PORTION OF THE PROPERTY OF THE HOUSING ASSISTANCE CORPORATION (RECORDED IN DEED BOOK 1612 PAGE 485) FOR AN AREA OF PROPOSED ANNEXATION INTO THE CITY OF HENDERSONVILLE

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

Beginning at a 1-1/4" Diameter Iron Pipe (2.0' Above Adjacent Grade) located on the Northern Margin of the 20' Private Right of Way located over Oklawaha Drive (said Right of Way Recorded and Shown on Plat Cabinet B Slides 29 AND 344A); said Iron Pipe also marking the Southern Most corner of the property of Robert Ricky Ruff (As Recorded in Deed Book 638 Page 23) and further bearing NC Grid Coordinates (NAD83-Epoch 2011) of: Northing = 594,443.09' and Easting = 968,088.14'; thence following the Eastern Line of the said property of Ruff North 27°23'01" East 21.01 feet to a 1/2" Diameter Iron Pipe (0.4' Above Adjacent Grade); thence continuing with said Eastern Line of Ruff North 24°19'29" East 84.26 feet to a calculated point located on the current limits of the jurisdictional boundary of the City of Hendersonville; thence leaving the said Ruff property and following with the said current jurisdictional boundary of the City of Hendersonville South 82°17'21" East 478.04 feet to a calculated point; thence leaving the said current jurisdictional boundary and following the New Line as recorded and shown on Plat Slide 9686 the following Two Courses and Distances: 1) South 06°45'37" East 75.95 feet to a #4 Rebar with McAbee ID Cap and 2) crossing Bat Fork Creek South 46°10'53" West and passing a #4 Rebar with McAbee ID Cap at a distance of 672.47' for a total distance of 692.47 feet to a calculated point located in the center of Mud Creek; thence continuing with Mud Creek North 42°19'08" West 997.60 feet to a calculated point located at / near the confluence of Bat Fork Creek with Mud Creek; thence leaving Mud Creek and running with a portion of the lines of Tract 4, as recorded and described in Deed Book 1453 Page 270, and also following the Southern Margin of the 20' Private Right of Way over Oklawaha Drive (said Right of Way Recorded and Shown on Plat Cabinet B Slides 29 AND 344A) the following three courses and distances: 1) South 81°07'12" East 194.49 feet to a calculated point, 2) South 71°47'12" East 81.05 feet to a calculated point and finally 3) South 64°15'13" East 407.06 feet to a #4 Rebar with McAbee ID Cap; thence turning and crossing the said 20' Private Right of Way North 25°00'33" East 20.00 feet to the Point and Place of Beginning.

Containing 8.148 Acres.

CERTIFICATE OF SUFFICENCY

**Re: Petition for Contiguous Annexation
Housing Assistance Corporation, Petitioner
File No. P15-28-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 contiguous annexation of a portion of parcels, PIN 9569840372 and 9569842945 totaling 8.148 ac, located off of North Main Street.

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

1. The petition follows the prescribed form.
2. The petition was signed by the owners of the subject property.
3. The subject property adjoins the present city limits line.

Having made the findings stated above, I hereby certify the petition for contiguous annexation presented by the Housing Assistance Corporation is valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 13 day of July, 2015.

Tammie K. Drake

Tammie K. Drake, MMC, City Clerk





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lisa White

Department: Finance

Date Submitted: 07-21-15

Presenter: Lisa White

Date of Council Meeting to consider this item: August 6, 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 05i

Approval of:

1. Adoption of a Grant Project Ordinance for the State Historic Preservation grant award for Berkeley Mills Ballpark National Register Nomination project,
2. The establishment of a new multi-year grant project fund,
3. The approval of the budget amendment appropriating revenues and expenditures for the grant project, including the transfer of matching funds from the General Fund to the Berkeley Mills Ballpark Project Fund.

The grant project will be for a total of \$6,500 of expenditures for the hiring of a consultant to prepare the necessary documentation to submit for the nomination. The project expenditures will be covered by grant revenue of \$2,500 per the agreement entered into with the North Carolina Office of Archives and History and a \$4,000 match provided by the City with a transfer from the general fund into the newly established grant fund. The funding in the General Fund was originally budgeted for in fiscal year 2015-2016 in the Development Assistance Department's (formerly Planning Department's) line item budget for the Historic Preservation Commission. The Historic Preservation Commission voted on July 15, 2015 to direct \$4,000 of the \$10,000 budget allocated to this line towards the Berkeley Mills Ballpark nomination project.

Sue Anderson will be administering the grant project. The complete Grant Contract is available in the Dropbox folder.

Budget Impact: \$ \$6,500 total Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

\$2,500 new grant Revenue, \$4,000 match provided by amounts already budgeted in another line.

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

I move that City Council adopt the grant project ordinance for the Berkeley Mills Ballpark National Register Nomination project, and approve the budget amendment as detailed in the ordinance.

Attachments:

- Grant Project Ordinance
- Historic Preservation Grant Agreement

**GRANT PROJECT ORDINANCE FOR
THE BERKELEY MILLS BALLPARK NATIONAL REGISTER NOMINATION**

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: The City has received a grant award from the State Historic Preservation Office for a Federal grant: CFDA # 15.904, grant period June 1, 2015 and ending September 2, 2016. The grant will provide for the City of Hendersonville to hire a consultant to prepare a National Register nomination for the Berkeley Mills Ballpark.

Section 2: The officers of the City of Hendersonville are hereby directed to proceed with the grant project within the terms of the grant agreement entered into with the North Carolina Office of Archives and History; in the total amount of \$6,500, with the detail budget contained herein.

Section 3: The City Council appropriated \$10,000 in the fiscal year 2015, General Fund, Development Assistance department’s operating budget for The Historic Preservation Commission. The Historic Preservation Commission voted on July 15, 2015 to contribute \$4,000 of those City appropriated funds to provide for the match on the Berkeley Mills Ballpark National Register Nomination grant project. The finance director is authorized to reduce the Historic Preservation line item budget by \$4,000 and then transfer \$4,000 from the General Fund to the newly established grant fund to provide for the City match. No in-kind services are to be included in the grant agreement.

The following revenues and match budgets are hereby established and authorized by City Council to be available to complete this grant project:

Account		Account Name	Total Budget
3554370	424900	Grant Revenue	2,500
3554370	998355	Transfer in From General Fund	4,000
		Total Project Funding Sources:	\$ 6,500

Section 4: The following expenditure amounts are appropriated for the grant project:

Account		Account Name	Total Budget
3554370	569000	Contracted Services	6,500
104370	549500	Historic Preservation Commission	(4,000)
109900	999355	Transfer to Berkeley Ballpark Fund	4,000
		Total Grant Project Appropriation:	\$ 6,500

Section 5: The Finance Director is hereby directed to establish a multi-year grant project fund and maintain within the grant project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the grant agreements.

Section 6: Reimbursement requests shall be made in an orderly and timely manner by the Finance Department.

Section 7: The Finance Director is directed to report, at least annually, on the financial status of each project element in Section 3 and Section 4.

Section 8: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenditures during each annual budget submission made to the Governing Board for the project duration.

Section 9: Copies of this grant project ordinance shall be furnished to the City Clerk, Finance Director, City Planning Director, Budget Analyst and City Manager for direction in carrying out this grant project.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this sixth day of August, 2015.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

**NORTH CAROLINA DEPARTMENT OF CULTURAL RESOURCES
OFFICE OF ARCHIVES AND HISTORY
STATE HISTORIC PRESERVATION OFFICE**

Grant Contract

This Grant Contract is hereby entered into by and between the **North Carolina Office of Archives and History** (the "Agency") and the **City of Hendersonville** (the "Grantee") (referred to collectively as the "Parties") for the **Berkeley Mills Ballpark National Register Nomination**. The Grantee's federal tax identification number is **56-6001242**.

1. Grant Contract Documents: This Grant Contract consists of the following documents:

- (1) This Grant Contract
- (2) General Terms and Conditions (Attachment A)
- (3) Appendix for Contracts (Attachment B)
- (4) Grant Project Outline and Budget (Attachment C)
- (5) Services To Be Provided and Standards To Be Followed (Attachment D)
- (6) Certification of Matching Share (Attachment E)
- (7) State Grant Certification - No Overdue Tax Debts (Attachment F)
- (8) Assurances - Non-Construction Programs (Attachment G)
- (9) Grantee's Affirmation of Receipt of Title VI, Section 504, Nondiscrimination Information Poster (Attachment H)
- (10) Federal Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements, and Lobbying (Attachment I)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence Among Grant Contract Documents: In the event of a conflict between or among the terms of the Grant Contract Documents, the terms in the Grant Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Grant Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This Grant Contract shall be effective on the date of signing by the Agency and shall terminate on **September 2, 2016**, with no option to extend. Project contracts with consultants under this Grant Contract shall end no later than **August 19, 2016**, with no option to extend.

4. Grantee's Duties:

Grantee Performance and Eligibility: The Grantee agrees to have a satisfactory record of performance; comply with the required completion schedule for the project; comply with debarment requirements; and otherwise be qualified and eligible to receive a grant award under applicable laws and regulations.

Services and Goods To Be Provided and Standards To Be Followed: The Grantee shall provide the services as described in Attachment D, Services To Be Provided and Standards To Be Followed, in accordance with the approved project outline and budget in Attachment C, Grant Project Outline and Budget. Project activities shall be performed according to the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*, incorporated in this Grant Contract as if fully set

forth herein, under the guidelines and professional supervision of the State Historic Preservation Office (HPO).

Project Description and Contract with Qualified Consultant: The Grantee agrees to enter into a detailed Project Description and Contract, using the Agency's standard contract template, with a qualified consultant, who is openly selected according to federal and state procurement requirements, to carry out objectives for non-construction projects, including architectural surveys, survey manuscripts, archaeological investigations, preservation planning, design guidelines, and the preparation of nominations to the National Register of Historic Places. The Grantee will determine the final Scope of Work to be set forth in the Project Description and Contract in consultation with the HPO. The Project Description and Contract is subject to the approval of the HPO. No project activities may begin and no reimbursements from grant funds will be available until the Project Description and Contract has been approved by the HPO and signed by the Grantee and the consultant. The Grantee shall ensure that the consultant provides all goods and services and follows all standards and procedures consistent with the terms of this Grant Contract and all attachments and with the Project Description and Contract and all attachments.

Attachments to Contracts: The Grantee agrees to incorporate reference to and attach a copy of Attachment A, General Terms and Conditions, and Attachment B, Appendix for Contracts, to all contracts involving project activities.

- 5. Services and Goods To Be Provided by the Agency:** In order to ensure the consistent application of Statewide Survey and National Register of Historic Places standards and to provide support and guidance to the Grantee and consultant, the Agency will provide the following services and goods as budget and staff permit:
- a. Orientation for consultant on all projects to ensure familiarity with Statewide Survey standards and procedures, resources of the Office of Archives and History, and the National Register of Historic Places program, as these are relevant to the particular project;
 - b. The HPO's Access-based survey database (from which survey forms are generated), a block of survey site numbers, and inventory folders required for survey; registration forms for the National Register nomination(s);
 - c. Clerical support for integrating photographs into Statewide Survey files;
 - d. Archival storage and maintenance of inventory materials;
 - e. Professional instruction and guidance in defining the research design, conducting and completing the survey, and preparation of the nomination(s), as applicable. A staff member of the HPO (project specialist) will be assigned to work directly with the consultant to serve as liaison with the Agency and to provide on-site and office assistance, guidance throughout the project, support in conducting the work, and assistance in evaluation according to National Register criteria and appropriate contexts. Review and approval of the survey materials, final reports, and the National Register nomination(s) by the HPO are required;
 - f. Printing of digital photographs at Agency prices, if desired by the consultant. A cost list will be provided to the consultant for various photography items;
 - g. For surveys, coordination of Study List presentation to the North Carolina National Register Advisory Committee, if the presentation is required;
 - h. For district nominations, presentation of information about the National Register program at a public meeting set up by the Grantee Contract Administrator; and

- i. Compliance with all notification requirements for nominations to the National Register. In the event a legal notice must be printed in an area newspaper (if there are more than fifty property owners in the district), the Agency places the notice with directions that the Grantee is to be billed. Names and addresses of property owners will be provided to the Agency Representative by the consultant and/or Grantee Contract Administrator.
6. **Conflict of Interest Policy:** The Grantee shall file with the Agency a copy of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and members of its boards, commissions, and governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its boards, commissions, or governing body, from the Grantee's disbursing of grant funds and local matching funds and shall include actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds, unless the Grantee is covered by the provisions of N.C.G.S. 160A-479.11 and 14-234. (N.C.G.S. 143C-6-23(b)(2007))
 7. **Statement of No Overdue Tax Debts:** Grantee's sworn written statement pursuant to N.C.G.S. 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal State, or local level, is attached as Attachment F. Grantee acknowledges that the written statement must be filed before Agency may disburse the grant funds.
 8. **Reversion of Unexpended Grant Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Grant Contract.
 9. **Reporting Requirements:** The Agency has determined that this contract is subject to the reporting requirements described on the attached Notice of Certain Reporting and Audit Requirements, Attachment G, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
 10. **Use of Funds and Payment of Grant Funds:** The Grantee agrees to match the grant with funds from nonfederal sources (except that Community Development Block Grant funds may be used to match the grant) within the grant period, to use grant and matching funds or services for the purpose specified in this Grant Contract, and to furnish such reports and documentation, financial or otherwise, as may be specified by the Agency and state and federal law.

The total amount paid by the Agency to the Grantee under this Grant Contract shall not exceed **\$2,500**. This amount consists of \$-0- in State funds and **\$2,500** in federal Historic Preservation Fund grant funds (CFDA # 15.904).

The Grantee's matching requirement is **\$4,000**, which shall consist of:
Cash: **\$4,000**

The total Grant Contract amount, comprising federal grant funds plus Grantee's matching contribution, is **\$6,500**.

The Agency agrees to payment of grant funds on a reimbursement basis. Reimbursements will consist of a maximum of sixty percent of allowable project costs, in accordance with the actual grant/match ratio. Each time the Grantee requests reimbursement from the Agency, project expenditures, both federal grant and matching share, shall be documented by copies of signed contracts, front and back of canceled (or certified) checks or computer printouts, invoices approved by the HPO project specialist and marked paid by the Grantee, and timesheets attached to a cover letter addressed to the Agency's Contract Administrator. Upon request the Agency may advance the Grantee up to twenty-five percent of the grant funds. After satisfactory documentation of this advance, along with the required matching share, the Grantee may request additional advances for up to seventy-five percent of the grant award. The remaining twenty-five percent of grant award will be payable only after satisfactory project completion. All payments are contingent upon fund availability.

The Grantee shall complete a final accounting report and submit a final request for reimbursement to the Agency within thirty (30) days of the expiration of the Grant Contract period. If this Grant Contract is terminated prior to the expiration of the Grant Contract period, the Grantee shall complete a final accounting report, submit a final request for reimbursement, and return any unearned advanced funds to the Agency within thirty (30) days of the Grant Contract termination date. A check for any unearned advanced funds must be attached to the report. The Agency shall have no obligation for payments based on expenditure reports submitted later than thirty (30) days after expiration or termination of the Grant Contract period.

Further details on administration of grant funds, reimbursement, and financial documentation are found in the *Grantee Handbook for Federal Historic Preservation Fund Grant Projects*, which is incorporated by reference in this Grant Contract as if fully set forth herein.

- 11. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the Grant Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Michele P. McCabe, Grants Coordinator State Historic Preservation Office 4617 Mail Service Center Raleigh, NC 27699-4617 Telephone: 919-807-6582 Fax: 919-807-6599 Email: michele.patterson.mccabe@ncdcr.gov	Michele P. McCabe, Grants Coordinator State Historic Preservation Office Archives and State Library Building 109 E. Jones St., Room 264 Raleigh, NC 27601

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Sue Anderson, Planning Director City of Hendersonville 145 Fifth Avenue East Hendersonville, NC 28792 Telephone: 828-697-3088 Fax: 828-697-3014 Email: sanderson@hendersonville.org	Sue Anderson, Planning Director City of Hendersonville 145 Fifth Avenue East Hendersonville, NC 28792

12. Disbursements:

As a condition of this Grant Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements;
- b. Pre-audit all vouchers presented for payment to determine
 - i. Validity and accuracy of payment
 - ii. Payment due date
 - iii. Adequacy of documentation supporting payment
 - iv. Legality of disbursement;
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to insure that account balance is solvent.

13. Outsourcing: The Grantee certifies that it has identified to the Agency all jobs related to the Grant Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Grant Contract without providing notice to the Agency.

14. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Grant Contract.

In Witness Whereof, the Grantee and the Agency have executed this Grant Contract in duplicate originals, with one original being retained by each Party.

GRANTEE:

City of Hendersonville

Cheryl M. Jones
Signature

7-15-15

Date

Cheryl M. Jones
Printed Name

Chair of HPC

Title

WITNESS:

Charles R. Kuester
Signature

7-15-2015

Date

Charles R. Kuester
Printed Name

SECRETARY

Title

AGENCY:

North Carolina Office of Archives and History

Signature

Date

Dr. Kevin Cherry

State Historic Preservation Officer

Printed Name

Title

**Attachment A
General Terms and Conditions**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no

programmatic involvement with the grantee or subgrantee during the performance of the grant.

- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Subgrantee" has the meaning in N.C.G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit

and other reporting requirements of the Local Government Commission.

- (18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective

successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall comply with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S 147-64.7. Additionally, as the State funding authority, the Agency shall have access to persons and records as a

result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

ATTACHMENT B

Appendix for Contracts

The following stipulations, together with the General Terms and Conditions (Attachment A to the Grant Contract), apply to all grant projects funded in part by federal Historic Preservation Fund grants awarded to the North Carolina Department of Cultural Resources, Office of Archives and History (OAH), State Historic Preservation Office (HPO), by the U. S. Department of the Interior, National Park Service. The Grant Contract and any approved grant subcontract and project contract shall be subject to all the conditions of this Appendix to Contracts.

Answers to questions about the application of these conditions to specific projects are available from the OAH or HPO project specialists or from the Grants Administrator, State Historic Preservation Office, 4617 Mail Service Center, Raleigh, NC 27699-4617. Telephone: (919)807-6575. Fax: (919)807-6599.

1. **PROCUREMENT:** Grantees must forward to the HPO evidence of compliance with federal competitive procurement requirements for professional services and subcontracts prior to reimbursement, if applicable, and must retain procurement documentation for the time period required by the *A-102 Common Rule*, *OMB Circular 110*, and other Historic Preservation Fund program regulations.
2. **CHANGES IN SCOPE OF WORK:** The approved scope of work, products, budget and performance/reporting milestones included in contracts cannot be changed without prior written approval from the HPO.
3. **LOBBYING PROHIBITED:** Grantees and contractors must conform with the following text of 18 U.S.C. 1913, which prohibits the use of the grant funds for lobbying: *No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designated to influence in any manner a Member of Congress, to favor or oppose by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Department or agencies from communication to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.*
4. **RETENTION OF RECORDS:** The Grantee, the United States Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of any contractor, which are directly pertinent to the specific contract under the grant project, for the purpose of making audit, examination, excerpts, and transcription. Grantees shall require contractors to maintain all required records for three years after Grantees make final payments and all other pending matters are closed.
5. **AUDIT AND REPORTING REQUIREMENTS:** Grantees are responsible for obtaining audits in accordance with the *Single Audit Act of 1984, P.L. 98-502 (31 U.S.C. 7501-7)*; *the Single Audit Act Amendments of 1996, P.L. 104-156 [(31 U.S.C. 7505(a))]* for State, local and tribal governments, and non-profit institutions; *OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Institutions*; or the audit requirements of *OMB Circular A-110* for

universities and nonprofit organizations. The audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits. Grantees are subject to audit and other reporting requirements of 9 North Carolina Administrative Code Subchapter 3M.0205.

6. **PUBLICATIONS:** Acknowledgment of federal grant assistance should be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds, as follows: *The activity that is the subject of this (type of publication) has been financed (in part/entirely) with federal funds from the National Park Service, Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.*

The design and content of any publication produced from a survey of architectural or archaeological resources must be reviewed and approved by the OAH prior to its printing.

7. **SUSPENSION OR TERMINATION OF GRANT:** Voluntary and involuntary suspension or termination of the grant, in whole or in part, by either the OAH or Grantee may occur at any time prior to the date of project completion. See additional provisions regarding termination of the grant in Attachment A, General Terms and Conditions.
8. **ENFORCEMENT AND REMEDIES FOR NONPERFORMANCE:** If the Grantee or any contractor fails to fulfill in a timely and proper manner his or her obligation under the Contract, or violates any of the provisions of the Contract, the OAH may enforce the remedies for Grantee or contractor compliance pursuant to Section 43 of the Code of Federal Regulations (43 CFR 12.43, 12.44, 12.83), incorporated by reference herein. See additional provisions regarding default and termination in Attachment A, General Terms and Conditions.
9. **STANDARDS FOR FINAL PRODUCTS:** Final products which do not conform to the terms and conditions of the Contract or which do not meet the applicable *Secretary of the Interior's Standards for Archaeology and Historic Preservation* will not be reimbursed.
10. **EQUAL OPPORTUNITY:** In consideration of the signing of this Contract for the performance of work and furnishing of labor and materials as set forth herein, the Parties hereto for themselves, their agents, officials, and employees or servants agree not to discriminate in any manner on the basis of age, handicap, sex, race, color, creed, sexual orientation, or national origin with reference to the subject matter of this Contract. Grantee agrees to comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. 2000 (d)), the *Americans with Disabilities Act* (42 U.S.C. 12204), and with Section 504 of the *Rehabilitation Act of 1973* (29 U.S.C. 794).
11. **SAFETY PRECAUTIONS:** The National Park Service and the OAH assume no responsibility with respect to accidents, illnesses or claims arising from the work performed under a grant-supported project. The Grantee and the consultant are expected to take necessary steps to insure themselves and their personnel and to comply with applicable local, State or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.
12. **OTHER REQUIREMENTS:** In addition to the terms detailed in this Contract, all federal requirements governing grants are applicable. (*A-102 Common Rule; OMB Circulars A-87, A-21, and A-122; and A-110 and A-133*).

ATTACHMENT C

NORTH CAROLINA HISTORIC PRESERVATION OFFICE HISTORIC PRESERVATION FUND SUBGRANT PROJECT OUTLINE AND BUDGET

Historic Preservation Fund Grant Award Year: 2015

Grantee: City of Hendersonville

Project Name and Type: Berkeley Mills Ballpark National Register Nomination

Grantee Contact Person, Address, Telephone, Fax, and E-mail:

Name: Sue Anderson, Planning Director

Telephone: 828-697-3088

Commission: Hendersonville Historic
Preservation Commission

Fax: 828-697-3014

Address: 145 Fifth Avenue East

Email: sanderson@cityofhendersonville.org

Address:

City/State/Zip: Hendersonville, NC 28792

HPO Project Specialist: Annie McDonald; 828-296-7230 x223; annie.mcdonald@ncdcr.gov

Grant Period Beginning June 1, 2015 and Ending September 2, 2016 (no option to extend)

Project contracts under the Grant Contract shall end no later than: August 19, 2016

Total Cost: \$6,500

Federal Funds: \$2,500

Local Match: \$4,000

Cash: \$4,000

In-kind: -0-

Budget: Consultant's Fee: \$6,500

Project Description:

The City of Hendersonville will hire a consultant to prepare a National Register nomination for the Berkeley Mills Ballpark, which was added to the State Study list in 2014. The HPO will assist the city with the preparation of a request for proposals to hire a qualified consultant. Upon selection, the HPO will work with both the city and the consultant to develop a scope of work and a time-product-payment schedule for the project.

The consultant will submit final drafts of all products to the HPO no later than August 19, 2016. The project will be accomplished under the supervision of the HPO, Office of Archives and History. Both HPO supervisory staff and the consultant will meet 36 CFR 61 qualifications.

ATTACHMENT D

Services To Be Provided and Standards To Be Followed for National Register Nominations

I. SERVICES AND GOODS TO BE PROVIDED BY THE CONSULTANT AND STANDARDS AND PROCEDURES TO BE FOLLOWED BY THE CONSULTANT:

The Consultant will prepare one or more National Register nominations, as described in the Scope of Work, according to guidelines in state and federal manuals for completing nominations: *Practical Advice for Completing National Register Nominations in North Carolina* (Revised Edition 2004), and 2) *National Register Bulletin 16A: Guidelines for Completing the National Register of Historic Places Registration Form*, which are incorporated by reference as if fully set forth herein. These guidelines are in compliance with the Secretary of the Interior's "Standards for Evaluation" and "Standards for Registration." The Consultant will also utilize examples of nominations provided by the State Historic Preservation Office (HPO). The Consultant and any assistants will complete necessary visits, recording, description, photography, mapping, research, and other processes required to prepare the nominations according to the instructions cited above. District nominations will include an inventory list containing an entry on each resource in the district. The entry summarizes the resource's history, setting, architectural form and character, integrity, and significance.

The Consultant will provide review copies of all draft nomination manuscripts to both the HPO and the Grantee. Any appropriate substantive revisions/corrections desired by the HPO or the Grantee will be provided to the Consultant within the period for review of the first draft as specified on the Time/Product/Payment Schedule to allow sufficient time to incorporate such revisions or corrections in the final draft.

At the end of the project the Consultant will submit to the HPO the completed nomination as the final report before final payment is made. The nomination will be reviewed by the HPO and revised by the Consultant, and the revisions will be approved by the HPO before final payment is approved. The Consultant shall submit the final draft of the nomination(s) to the HPO in both hard copy and digital form. The Consultant will provide the Grantee with a copy of the final nomination.

In order to ensure the consistent application of Statewide Survey and National Register standards and procedures, the Consultant shall:

1. perform the project activities according to the Secretary of the Interior's "Standards for Evaluation" and "Standards for Registration" under the supervision, direction, and guidelines of the HPO;
2. seek and obtain orientation from the HPO on all projects to ensure familiarity with Statewide Survey standards and procedures, resources of the Office of Archives and History, and the National Register of Historic Places program;
3. use digital photography and the HPO's survey database to produce survey forms for nominations generating multiple survey files. For individual nominations, the use of digital photography and the digital survey form is optional.
4. have the option to use the HPO's photo lab services for the printing of proofs from CDs or DVDs for the survey files and the printing of the nomination photos. Digital image files must be properly named upon submittal to the photo lab, in accordance with the HPO's "Digital Photography for Historic Property Surveys and National Register Nominations: Policy and Guidelines." The Consultant may request the HPO to make the prints at HPO cost, based on

a cost list provided for various photography items by the HPO, with the understanding that, while the HPO seeks to process photographs quickly to expedite projects, problems of labor and supplies sometime generate backlogs. A three-week processing time is usual, but the time may be longer. **The Consultant agrees to pay all invoices for HPO photo lab services associated with the grant project prior to the Agency's approval of the consultant's final payment as set forth in the Time-Product-Payment Schedule;**

5. utilize the file envelopes, labels, and negative envelopes (for individual nominations utilizing black and white film photography) required for file preparation, and blank registration forms for nominations;
6. seek and obtain clerical support from the HPO for integrating photographs into Statewide Survey files;
7. provide inventory materials including negatives to the HPO for archival storage and maintenance by the HPO;
8. seek and obtain professional instruction and guidance from the HPO in defining the research design and conducting and completing the preparation of the nomination. A staff member of the HPO will work directly with the Consultant to provide on-site and in-office assistance, guidance throughout the project, support in conducting the work, and assistance in evaluation according to National Register criteria and appropriate contexts. The Consultant shall obtain the required review and approvals of the drafts and completed nomination by the HPO in accordance with the Time-Product-Payment Schedule; and
9. if the project includes a nomination for a district, make a presentation about the history and architecture of the historic district at a public meeting set up by the Grantee Contract Administrator.

II. SERVICES AND GOODS TO BE PROVIDED BY THE GRANTEE:

To ensure that the project will operate efficiently on the local level for the Consultant, the Grantee shall:

1. conduct local administration and accounting of the grant;
2. provide prompt secretarial assistance (if a part of the budget) for the project, understanding that deadlines established in the project schedule must be met;
3. provide adequate office space (if a part of the project budget) for the Consultant including a telephone and desk;
4. assist the Consultant in developing local contacts and generating publicity for the project;
5. take responsibility for duplicating files and contents for local purposes;
6. in consultation with the Consultant and the HPO, make arrangements for public meetings as required;
7. if the project includes a nomination for a district, in consultation with the HPO and Consultant arrange for a public meeting for the HPO to make a presentation of information about the National Register program;
8. in the event there are more than fifty (50) property owners in a nominated district, assume responsibility for the cost of printing a legal notice in the appropriate area newspaper

announcing the intent to nominate the district and allow the HPO to place the notice with directions that the Grantee is to be billed;

9. provide to the HPO the names and addresses of property owners; and
10. have the option to obtain from the HPO duplicate survey files prepared for district nominations, with photocopies of survey forms, duplicate proofs, and entries, with the understanding that the cost of duplicating files, including the cost of photocopying and printing duplicate photographs, is the responsibility of the Grantee unless otherwise specified. If duplicate proofs are desired, the Grantee agrees to make arrangements at the beginning of the project so that duplicates may be produced as the film is processed or digital contact sheets are printed. Duplication of other components of the files by photocopying also must be arranged and carried out prior to submittal of the files to the HPO at the completion of the project.

Services and Standards for NR Nominations 5-2012

ATTACHMENT E

STATE HISTORIC PRESERVATION OFFICE
CERTIFICATION OF MATCHING SHARE FORM
for
HISTORIC PRESERVATION FUND GRANTS

PROJECT: Berkeley Mills Ballpark National Register Nomination

GRANTEE: City of Hendersonville

CERTIFYING OFFICIAL/TITLE: Lisa A. White, Finance Director

ADDRESS/PHONE: 145 5th Ave E. Hendersonville NC 28792
828-697-3015

CERTIFICATION STATEMENT:

As the official representative of the GRANTEE listed above, I certify that the required nonfederal funds, consisting of \$4,000 in cash are available to match the Historic Preservation Fund grant which is reserved for the project noted above.

I further certify that this matching share has not been designated for any other purpose.

I understand that all costs charged to the grant project will be in payment of budget items approved by the State Historic Preservation Office, and which occur during the project period. An adequate financial management system (and audit procedure when deemed applicable) will be maintained which provides efficient and effective accountability and control of all property, funds and assets.

Signed: 

Printed or typed name and title: Lisa A White
Finance Director

Date: 7/1/15

Attachment F
State Grant Certification – No Overdue Tax Debts

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

CITY OF HENDERSONVILLE
The City of Four Seasons

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

Date of Certification 7/16/2015

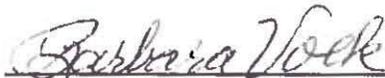
To: State Agency Head and Chief Fiscal Officer

Certification:

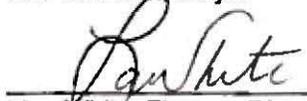
We certify that the City of Hendersonville does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

Barbara Volk and Lisa White, being duly sworn, say that we are the Mayor and Finance Director, respectively, of the City of Hendersonville of Hendersonville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

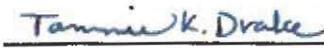


Barbara Volk, Mayor



Lisa White, Finance Director

Sworn to and subscribed before me on the day of the date of said certification.



(Notary Signature and Seal)

My Commission Expires: 03.12.16



If there are any questions, please contact the North Carolina Office of the State Auditor:
(919) 807-7500 or <http://www.ncauditor.net/pub4/>

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles 11 and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as

amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, 'Audits of States, Local Governments, and Non-Profit Organizations.'

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Ron Skute

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Finance Director

TITLE

City of Hendersonville

APPLICANT ORGANIZATION

7/1/15

DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

Attachment H
STATE HISTORIC PRESERVATION OFFICE
NORTH CAROLINA OFFICE OF ARCHIVES AND HISTORY
AFFIRMATION OF RECEIPT
TITLE VI, SECTION 504 NONDISCRIMINATION INFORMATION

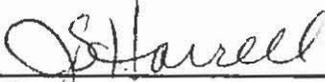
The signature below affirms receipt of an Equal Opportunity is the Law Poster. Because this program receives Federal funds from the National Park Service, regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by the recipient of Federal assistance should contact:

U. S. Equal Employment Opportunity Commission (EEOC)
131 M Street, NE
Washington, DC 20507
<http://www.eeoc.gov/>
202-663-4900 / (TTY) 202-663-4494

or

Locate a field office at: <http://www.eeoc.gov/field/>

In receiving a federal historic preservation grant administered by the Historic Preservation Office, the local government or organization named below agrees to abide by those nondiscrimination requirements. The poster received will be placed in a visible location where it will remain throughout the grant period.



Signature

7/1/15

Date

Jennifer S. Harrell Human Resources Director

Typed or Printed Name and Title

Grantee: City of Hendersonville

Project Title: Berkeley Mills Ballpark National Register Nomination -
FY 2015

ATTACHMENT I

U.S. Department of the Interior
Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form for certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate 1. (Grantees Other Than Individuals) and Alternate 11. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and I B. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL. Alternate 1. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f)-

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$1 0,000 and not more than \$1 00,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

J. Harrell

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Jennifer S. Harrell Human Resources Director

TYPED NAME AND TITLE

7/1/15

DATE



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Administration

Date Submitted: 07/08/15

Presenter: Brian Pahle

Date of Council Meeting to consider this item: 08/06/15

Nature of Item: Council Action

Summary of Information/Request:

Item # 05j

Upon the adoption of the Budget Ordinance for fiscal year 2015-2016, the Council has approved the expenditure of funds for a variety of purposes. One of those purposes was the addition and revision of several job descriptions. There are a total of fifteen (15) job descriptions that require some sort of revision.

The revisions fall into groups, as detailed:

- Administration (4)
- Development Assistance (4)
- Water & Sewer (5)
- Environmental Services (1)
- Legal (1)

Budget Impact: \$0 Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

Funded through adopted budget FY15-16

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

I move to approve the job descriptions as presented.

Attachments:

Job Descriptions

ASSISTANT TO CITY MANAGER Budget and Special Projects

General Statement of Duties

Performs complex and difficult professional level management, leadership, budget, research, special projects, and administrative functions for the City. may represent the City Manager in specified situations as deemed appropriate.

Distinguishing Features of the Class

An employee in this class assists the City Manager with the development of the annual budget and with a variety of special and multi-departmental projects and represents the City at local and intergovernmental meetings. Duties include researching statutes and ordinances; meeting with employees and officials to research new and on-going programs; developing policies and programs; researching data and trends responding to citizen requests for information; following up on Council actions and questions; providing leadership on projects assigned; providing administrative support to special Commissions and Committees ; organizing events; gathering information for budget; and representing the City with a wide variety of other governmental jurisdictions, citizens groups, community program, businesses, civic and other groups. The employee assists in management of the City in the Manager's absence. The employee serves as a member of the City's leadership team and works in concert with the manager to develop organizational values, principles, and climate conducive to organizational excellence. Work requires sensitivity to the needs of the total municipal organization, advising Council, citizens and City staff on a wide range of issues and programs, and use of sound judgment in maintaining confidentiality. Work is performed under the administrative supervision of the City Manager and is evaluated through periodic conferences, observation of results achieved, and review of records, reports, and files.

Duties and Responsibilities

Essential Duties and Tasks

Coordinates and prepares any special research reports on a wide variety of functions and issues for the City, researches and drafts policies for consideration and implementation by the City Manager and the Council; evaluates and recommends various strategies for City functions, departments, and programs; engages in considerable problem-solving with City staff, citizens and others; coordinates inter-departmental projects.

Responds to a wide variety of citizen and employee issues and requests; conducts research as necessary and engages in problem-solving.

Researches statutes and ordinances for possible City adoption; interprets, explains, and answers questions on City ordinances and policies for the public, news media, and City staff.

Represents the City in various settings and with various intergovernmental

groups and officials; serves as liaison for the City with various civic and other groups, various cultural, regional, and community task forces and commissions, and others.

Serves as project manager for multi-department projects; coordinates the development of projects, reports, studies, grant proposals, and ordinances as requested by the Manager.

Plans and organizes long and short range goals with the Manager on special projects and public activities; represents the city at various meetings, study commissions and planning sessions.

Consults and advises department heads in areas of budget and fiscal management, personnel and staffing issues, purchasing and other administrative actions as requested.

Attends Council meetings; assists in follow up activities.

Responds to e-mails and information requests from manager, Council members and employees.

Provides technical advice and guidance to the Manager and Council; assists the City Manager in developing agenda items, background materials, and presentations for the governing body.

May supervise assigned departments or projects.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Considerable knowledge of the theory, principles, and practices of public and municipal administration, and budget development and administration, and of the laws, rules, and regulations which apply to policies and practices in the municipal sector.

Considerable knowledge of the principles and practices of leadership and supervision including communications, motivations, performance coaching, conflict resolution, etc.

Considerable knowledge of the trends, legislation, policies, and regulations being required of municipal government.

Considerable knowledge of the organization's budgeting, personnel and purchasing policies and procedures.

Skill in meeting facilitation, problem-solving and collaborative conflict resolution.
Skill in computer usage.

Ability to work independently and to multi-task.

Ability to help develop long term plans and goals for the City and provide management with target dates, costs, and implementation strategies.

Ability to think and plan systemically and with innovation.

Ability to articulate the City's position on matters and recommend policy at the strategic level, and to draft policies with appropriate justification on and implementation strategies and procedures.

Ability to analyze facts, programs, trends, and costs and make recommendations,

solve problems, and prepare comprehensive reports in oral and written forms.

Ability to communicate effectively with managers, other government officials, employees, and the general public.

Ability to maintain the confidentiality of activities and management discussions.

Ability to supervise or coordinate the work of other staff.

Physical Requirements

Must be able to physically perform the basic life operational functions of fingering, talking and hearing.

Must be able to perform sedentary work exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects.

Must possess the visual acuity to analyze data and figures, operate a computer terminal and do extensive reading.

Desirable Education and Experience

Completion of a master's degree in public administration, finance / business or related area and experience in public sector management; or an equivalent combination of education and experience.

Special Requirement

Possession of valid North Carolina driver's license.

Hendersonville

2015

DEPUTY FIRE MARSHAL

General Statement of Duties

Performs technical work enforcing fire codes and performing fire inspections; conducts fire education programs and promotes overall fire prevention efforts within the City

Distinguishing Features of the Class

An employee in this position assists in planning, organizing, coordinating, and directing the City's Fire Prevention Program. Employee is responsible for serves as lead to staff. Employee is responsible for the fire prevention programs to ensure compliance with State and local fire laws, codes, rules, and regulations. Work includes conducting inspections of commercial and retail establishments, schools, and health care facilities, new construction, and, if requested, residences. The employee plans and implements a program of fire prevention and safety education with all ages of the community. Considerable independence and judgment are required in all aspects of the work, particularly in fire inspections and investigations. Considerable public contact requires that the employee exhibit tact and diplomacy in seeking compliance with fire laws, codes, rules, and regulations. The employee is subject to hazards associated with fire inspection and investigation work including working in both inside and outside environments, in extreme cold weather, and exposure to various hazards such as high heat, chemicals, and in the proximity to moving mechanical parts, electrical current, and working in high places. Employee is also exposed to atmospheric conditions and blood-borne pathogens, and may be required to work in close quarters. Work is performed under the general supervision of the Fire Chief with input from the Development Assistance Director and is evaluated through observation, conferences, and written reports concerning the quality and effectiveness of work performed.

Duties and Responsibilities

Essential Duties and Tasks

Assists the Fire Chief in planning, organizing coordinating and directing the City's Fire Prevention Program including investigations, inspections, and public fire education programs.

Responds to major fires; conducts investigations and analysis to determine cause and origin of fire; prepares analytical reports to reveal findings.

Organizes and conducts inspections of building and other structures for compliance with applicable provisions of State and/or local codes; prepares inspection records and technical letters pertaining to recommendations and violations.

Check plans for fire code compliance and performs tests of fire suppression and alarm systems, completing reports of inspections, collecting fees, and issuing citations and permits.

Prepares, plans, and presents programs for public education and information regarding fire safety and prevention; responds to questions and inquiries from the public.

Conducts fire extinguisher training at industries and offices; coordinates department plans for Fire Education Week; instructs various segments of the community on fire safety through education of the existing codes, laws, and regulations.

Represents the Fire Department to other departments regarding fire codes as necessary, recommends and implements changes in procedures.

Researches state laws and local ordinances related to construction and fire prevention.

Maintains and update the Fire Department's Material Safety Data Sheets.

In event of major fires or emergencies may be called in from off-duty to work and renders appropriate assistance.

Additional Job Duties

Participates in fire training activities.

Performs other duties of a similar nature or level.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Thorough knowledge of the types of industrial and commercial operations in the City and any related potential hazards.

Thorough knowledge of the North Carolina Building Code, NFPA Standards and City Ordinances relating to fire prevention.

Thorough knowledge of modern methods of fire suppression, incident response, operations and maintenance of fire apparatus and equipment, and NIMS.

Considerable knowledge of the laws and regulations covering fire prevention. Ability to perform inspections and detect violations of applicable codes and regulations.

Considerable knowledge of the sources and use of information about current fire prevention, and skill in their teaching and application.

Considerable knowledge of fire prevention and safety educational programing and skill in training and public presentations. Prepare and present professional fire safety presentations to civic organizations.

Considerable knowledge of the application of information technology to fire prevention, education and suppression work.

Ability to enforce codes and laws with firmness and fairness; visual acuity to conduct inspections.

Ability to establish and maintain good working relationships with other employees, business and civic leaders, and the general public.

Ability to communicate effectively both orally and in writing; ability to prepare and submit clear and concise reports.

Ability to conduct research and interpret codes, regulations, technical reports and building plans.

Effectively represent the Fire Prevention Program to outside individuals and agencies to accomplish the goals and objectives of the unit.

Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, press, or other agencies on sensitive issues in area of responsibility.

Physical Requirements

Must be able to physically perform the basic life operational functions of climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, and perform repetitive motions.

Must be able to perform medium work exerting up to 50 pounds of force occasionally; and/or up to 20 pounds of force frequently; and/or up to 10 pounds of force constantly to move objects.

Must possess the visual acuity to perform administrative and computer related tasks as well as the ability to operate trucks and other equipment.

Desirable Education and Experience

Graduation from a community college with a degree in fire science supplemented by courses in fire inspection and prevention and considerable experience in the fire service and/or fire inspections; or an equivalent combination of education and experience.

Special Requirements

Possession of Fire Inspector Level III Probationary certificate within six (6) months and Fire Inspector Level III Standard certificate within eighteen (18) months of employment.

Possession of a valid class B North Carolina driver's license at time of appointment.

Possession of NC OSFM Emergency Vehicle Driver certification at time of appointment.

Possession of Firefighter II certification at time of appointment.

Ability to obtain EMT or other emergency medical certification within twenty four (24) months of hire.

Possession of Hazardous Materials Operations certification.

Ability to obtain Driver Operator Pumps and Aerials certifications within thirty six (36) months of hire.

Ability to obtain Technical Rescuer – Vehicle and Machinery Rescue certification within thirty six (36) months of hire.

Ability to obtain International Association of Arson Investigator (IAAI) Certified Arson Investigator certification.

Ability to obtain NIMS, and other certifications as required by the City.

Additional Job Duties

Fills in for other absent staff members.

Performs related duties as required.

Hendersonville
2015

DEVELOPMENT ASSISTANCE DIRECTOR

General Statement of Duties

Performs complex administrative and supervisory work in developing, coordinating, approving and executing policies. Work is performed under general supervision of the City Manager. Exercises supervision of all development assistance related duties associated with Planning, Zoning, Code Enforcement, Historic Preservation, and Fire Inspections. Responsible for coordinating development review processes and policies with City and County departments.

Distinguishing Features of the Class

An employee in this class responds to questions regarding planning and zoning issues; supervises zoning, code enforcement, planning, and fire inspection activities; follows-up on complaints, confers with City Attorney and takes appropriate action when violation and/or fine has not been resolved by offender. The employee supervises and consults on the review of site plans and subdivision plots to ensure consistent compliance and enforcement with codes and ordinances. Work also include interpretation of flood prevention ordinances, historic preservation ordinances and related issues. Work involves coordination with a variety other local and state jurisdictions and agencies and considerable knowledge of local and related state laws, ordinances, and environmental issues, and extensive public contact skills and conflict resolution skills. Work is performed in an office environment and in the field under the general supervision of the City Manager and is evaluated through conferences, reports, and progress on planning issues and projects.

Duties and Responsibilities

Essential Duties and Tasks

Facilitates resolution of customer needs

Acts as a liaison to local businesses, county, state and federal agencies as it relates to assisting the development processes

Supervises, interprets, applies and enforces zoning, subdivision, sign, flood plain, minimum housing, and related ordinances;

Supervises and enforces the junk vehicle, historic preservation and related ordinances and codes.

Supervises the processing and issuance of rezoning, subdivision, certificate of appropriateness, and special use applications and approvals,

Supervises the processing and issuance of zoning permits, sign permits and ABC license applications.

Supervises and consults on the reviews of site plans for residential, commercial and industrial construction for compliance with all related code requirements.

Supervises and investigates complaints regarding nuisances, violations, etc.; conducts field inspections; meets with property owners and explains compliance requirements and remediation methods; prepares correspondence and issues citations

for major violations; investigates potential historic district violations.

Supervises the staff to the Board of Adjustment; accepts and reviews applications for variances, conditional use permits, temporary use requests and appeals; acts as liaison between the Board and the public; performs research and provides technical guidance to the Board.

Confers with engineers, developers, architects, a variety of agencies and the general public in obtaining information and coordinating development matters; coordinates activities with County and surrounding jurisdictions.

Oversees all activities of Development Assistance Department including supervising professional and support staff, developing and administering budget, establishing and maintaining records and office technology.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledges, Skills, and Abilities

Skill in collaborative conflict resolution.

Considerable knowledge of municipal zoning codes enforcement practices, principles, and procedures.

Working knowledge of the laws and regulations in building inspections and local code enforcement.

Some knowledge of the principles and practices of planning, land use, and zoning related to long range planning, current planning, and the comprehensive planning process.

Working knowledge of computer applications related to GIS, planning, database and statistical analysis.

Skill in working with committees, tasks forces, and other groups and in public presentation.

Ability to organize work, set and follow effective priorities, and coordinate work with others to obtain desired outcomes.

Ability to communicate effectively in oral and written forms; to interpret planning, zoning and building inspection policies to officials and the general public.

Demonstrated ability to analyze and systematically compile technical and statistical information, and to prepare technical reports.

Ability to establish and maintain effective working relationships with contractors, developers, property owners, other City staff, officials, and the general public.

Physical Requirements

Must be able to perform the basic life operational skills of stooping, kneeling, climbing, crawling, walking, fingering, talking, and hearing.

Must be able to perform light work, exerting up to 20 pounds of force occasionally or frequently, and/or a negligible amount of force constantly to lift or move objects.

Must possess the visual acuity to prepare and analyze data and figures, operate a computer terminal, do extensive reading, and perform visual inspections.

Desirable Education and Experience

Graduation from an accredited four year college or university with a major in planning, geography, landscape architecture, or related field and experience in municipal, county or regional zoning code enforcement or planning; or an equivalent combination of education and experience.

Special Requirements

Possession of a valid North Carolina driver's license.

Ability to obtain Zoning Enforcement Officer certification from the State of North Carolina.

Hendersonville
2015

~~MAIN STREET/ECONOMIC DEVELOPMENT DIRECTOR~~
DOWNTOWN ECONOMIC DEVELOPMENT DIRECTOR

General Statement of Duties

Performs professional, promotional and consultative work in administering the Main Street program for the City of Hendersonville, and performs other duties associated with economic development as necessary.

Distinguishing Features of the Class

An employee in this class is responsible for consulting with local officials, business, and community leaders for the purpose of promoting the downtown business district, furthering economic development in the City through the facilitation of business expansion and retention, and attraction of new business into the City. The primary focus is the coordination of the Main Street program, marketing the downtown, planning and implementing special events to promote the downtown and related tasks. Work may also include the coordination of the physical, economic and social development of the City to enhance the use of existing infrastructure to maintain and strengthen the tax base. Duties include development of data, statistics and publications which portray the economic potential of the City; identification of prospective businesses; and maintaining proper records, reports and public information for the program. Work requires considerable planning and timely execution of work. Employee must exercise independent judgment and simultaneously must consider financial, socioeconomic, legal and regulatory variables as they affect the City. Work is performed under the general direction of the ~~Planning Director~~ City Manager and the Downtown Advisory Committee, but will also include frequent direct interaction with the City Manager and City Council. Work performance is evaluated through conferences, reports and results.

Duties and Responsibilities

Essential Duties and Tasks

Develops, conducts, executes and documents the Main Street Program in Hendersonville; this includes staffing the Downtown Advisory Committee; planning and executing monthly meetings of the committee and its sub-committees; developing the annual Downtown Advisory Committee work plan; researching and recommending policies and strategies to the committee, City Council & others to accomplish work plan goals and to address downtown stakeholder concerns that are presented to the committee from time to time.

Oversees the Downtown District budget as appropriated by City Council, this includes special events, marketing, grant programs, etc. Applies professional judgment regarding the allocation of resources to support the goals of the Downtown Advisory Committee, the focus is on maintaining existing services and enhancing services where appropriate and possible. Monitors and coordinates the provision of municipal services to the Main Street area.

Serves as the official spokesperson for Historic Downtown Hendersonville and for the City of Hendersonville's Main Street program and, as such, must maintain relationships with local and regional media.

Serves as the event planner for all Advisory Committee sponsored events; serves as an event consultant to outside agencies conducting special events in the downtown district; and represents the interests of the Main Street district on the Special Events Committee.

Familiarizes self with all people and forces directly or indirectly involved in the downtown commercial district; develops strategies for building the community's human and economic resources.

Encourages a cooperative climate between downtown stakeholders and local public officials, and serves as a liaison between the Downtown Advisory Committee, City Council, downtown stakeholders, the Chamber of Commerce, merchant associations, the Tourism Development Authority, redevelopment agencies, and other public, private, non-profit groups and associations interested in economic development for downtown; advising these groups as needed.

Provides the primary source of communication for specific activities within an economic development program as it relates to downtown. This includes maintaining the downtown webpage, social media campaigns and e-mail mailing list; coordinating event schedules, news releases, pamphlets and brochures; developing surveys to address long and short term economic development and resource needs and recording and interpreting results.

Serves as a liaison with residents of the city and the general public regarding inquiries and complaints regarding downtown Hendersonville which relate to the work of the Advisory Committee, City Council and the Director.

Works in coordination with other City departments to promote, oversee and implement physical improvements in the public and private realm within the district, such as façade improvements, streetscapes, banners, signage, etc.

Works in coordination with other City departments to assist in coordinating a business friendly environment in the district.

Develops grants and additional funding sources to support project specific goals identified by the Advisory Committee in coordination with City Council. Researches, writes and contracts for grant procurement and administration.

Conducts semi-regular downtown market studies for the downtown district. This includes building and maintaining a comprehensive real estate database for the district; a demographic profile of local residents and downtown customers; retail environment & retail sales; prospective business resources, etc.

Applies market study research to business recruitment and real estate reinvestment projects.

Prepares and maintain program reports required by the North Carolina Main Street program for yearly program certification. Monitors program performance and recommends and implements modifications to systems and procedures as needed. Pursues state and national recognition for the program through appropriate award programs.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Comprehensive knowledge of principles and practices of public/business administration as applied to natural resources, population, cultural features, and other economic and social matters.

Thorough knowledge of government programs, laws, and services.

Thorough knowledge of office computer software, working familiarity with other technology used to perform position duties; ability to read and interpret topographical, and other maps.

Working knowledge of municipal zoning and infrastructure, and planning programs and processes.

Ability to make important judgments with regard to varied business matters of significance to the City.

Ability to think analytically and creatively.

Ability to work independently and multi-task.

Ability to plan, coordinate, and supervise the work of others.

Ability to effectively communicate orally and in writing.

Ability to attend work regularly.

Ability to establish and maintain effective working relationships with local business leaders, business association officials, federal, state, local and regional economic development officials, City staff, City Council, Boards and Commissions and the general public.

Ability to obtain professional certification as a Certified Economic Developer (CED).

Physical Requirements

Must be able to physically perform the basic life operational functions of fingering, talking and hearing.

Must be able to perform sedentary work exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects.

Must possess the visual acuity to analyze data and figures, operate a computer terminal and do extensive reading.

Desirable Education and Experience

Any combination of education and experience equivalent to Bachelor's degree in business administration, public administration or related field, some graduate level education in business or public administration preferred; supplemented by extensive progressively responsible work experience in public administration or closely related field, and considerable experience in management of complex projects. Possession of a Certified Economic Developer (CED) certification strongly preferred.

Special Requirement

NC Driver's License.

Hendersonville
2015

ENVIRONMENTAL SERVICES CREW LEADER

General Statement of Duties

Performs responsible technical and skilled work supervising the work of a unit or units engaged in the collection of solid waste, recycling, brush, white goods, and other public works activities.

Distinguishing Features of the Class

An employee in this class supervises crews engaged in a variety of work associated with the collection of solid waste, recycling, brush, white goods, and other maintenance activities plus equipment repair and maintenance. Work includes leading a crew/s in special collection events, coordinating assistance from other departments, coordinating safety training, conducting weekly production meetings. Work also involves insuring that crew members have and know how to use proper tools, equipment and supplies to complete the work, be responsible for work crews and their safety. The employee is subject to working in inside and outside environments including extreme hot and cold weather and to work hazards, loud noise, vibrations, moving mechanical parts, exposure to chemicals, fumes, odors, poor ventilation, and oils. The employee must exercise good judgement and initiative in carrying out assignments. Work is performed under regular supervision and is inspected for compliance with instructions, conformance to established standards, quality and productivity of work crews, and adherence to schedules and priorities.

Duties and Responsibilities

Essential Duties and Tasks

Supervises and participates in the collection of solid waste, recycling, brush, white goods, special collection events, maintenance and repair of equipment, and other general public works duties;

Reviews driver pre-and post-trip inspections and maintenance of equipment;

Helps interpret City policies to employees and enforces safety regulations;

Coordinates the use of available equipment and staff to obtain maximum effectiveness and economy; may respond to citizen requests and complaints;

Recommends measures to improve production methods, equipment performance, and quality of product;

Participates in the training, safety, and performance coaching of division employees; insures application of safety regulations; investigates accidents and injuries;

Completes work orders and reports using computer (Microsoft applications); insures that crews take necessary tools, equipment, and supplies on the trucks.

Operates heavy equipment in tight places requiring care and skill.

Coordinates with other Supervisors and Serves in the absence of the Department's Supervisor.

Other duties as assigned.

Additional Job Duties

Performs related duties as assigned.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Considerable knowledge of the principles and practices of the collection of solid waste, recycling, brush, white goods, trash, maintenance and repair of equipment.

Considerable knowledge of the use and maintenance of related equipment and materials.

Thorough knowledge of the occupational hazards and safety precautions of the work.

Some knowledge of related state and environmental laws.

Some knowledge of budgeting and purchasing procedures.

Working knowledge of effective supervisory principles and practices and organizational personnel policies and procedures.

Ability to read plans maps and help prepare and edit routes.

Ability to establish and maintain effective working relationships with supervisors, peers, subordinates and citizens.

Ability to maintain and prepare accurate records.

Ability to collect, edit, and present data using a computer.

Physical Requirements

Must be able to perform the basic life functions of climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, lifting, pushing, pulling, fingering, grasping, talking, and hearing.

Must be able to perform heavy work exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects.

Must possess visual acuity necessary to read maps and diagrams, to operate a vehicle and heavy equipment, and to read and prepare records.

Desirable Education and Experience

Graduation from high school and considerable experience in the collection of solid waste type materials, including heavy equipment operation and maintenance experience and some lead worker experience; or an equivalent combination of education and experience.

Special Requirements

Possession of a valid class B commercial North Carolina driver's license.

Hendersonville
2015

INFLOW AND INFILTRATION TECHNICIAN

General Statement of Duties

Performs responsible technical support work and other related activities providing assistance in identifying and locating inflow and infiltration into the City's sewer collection system.

Distinguishing Features of the Class

An employee in this class operates various types of electronic equipment used to identify and locate inflow of surface water and infiltration of groundwater into the sewer collection system. This employee will compile and submit data collected to the Utilities Engineer for analysis and appropriate action. Work also involves setting up open channel flow monitoring equipment in manholes, maintains weather and precipitation monitoring equipment at pump stations and in other locations, all required to determine volume or potential volume of surface water and groundwater entering the City's sewer collection system. Work is usually performed alone and requires independent initiative and the ability to meet deadlines. Work may subject the employee to environmental conditions, extreme temperatures, and traffic and associated noise and hazards. Limited night work may be required due to excessive noise during the day. Work is performed under regular supervision and is evaluated based on conferences, review of completed work, and observation of demonstrated skills.

Duties and Responsibilities

Essential Duties and Tasks

Operate equipment including open channel flow measuring equipment, assist CCTV crew and use of other devices and equipment required to determine where surface water and groundwater is entering the City's sewer collection system.

Perform smoke testing in collection system to determine entry points for surface water into the City's sewer collection system; notify customers of upcoming smoke testing activities and provide results of testing to Utilities Engineer for action planning.

Download data from monitoring equipment and enter data gathered into database to facilitate analysis of inflow of surface water and infiltration of groundwater by the Utilities Engineer.

Perform sequential actions to locate inflow and infiltration (I/I) by applying knowledge of I/I detection practices and reading and interrupting sewer collection maps and drawings.

Utilize hand and construction tools to expose manholes, clean-outs and air/vacuum release valves.

Set up barricades or other traffic devices in the field to ensure safety in the working environment.

Collect GPS (Global Position System) data regarding location of manholes, clean-outs and air/vacuum release valves.

Perform calibration and routine maintenance on equipment or arrange for repair as directed.

Communicate with other internal divisions as needed regarding I/I detection activities. Provides assistance to the public and/or department or City staff regarding departmental policies, procedures, activities.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Ability to operate inflow and infiltration equipment and associated hardware/software.

Ability to prepare accurate records.

Considerable knowledge of city utility construction and maintenance policies, practices, engineering standards, and customer service policies.

Working knowledge of utility design and construction principles, methods, materials, and procedures.

Working knowledge of City's sewer collection system.

Some knowledge of computer mapping software and hardware.

Some knowledge of asset and work order management software, like *Cityworks*.

Some knowledge of surveying methods and practices.

Must possess good writing and exceptional verbal communication skills.

Must possess outstanding troubleshooting skills and have a natural mechanical and analytical ability.

Ability to establish and maintain effective working relationships and communicate effectively with the general public, contractors, and other employees.

Must possess outstanding customer service skills.

Physical Requirements

Must be able to physically perform the basic life operational support functions of climbing, balancing, stooping, kneeling, reaching, crouching, standing, walking, grasping, fingering, talking, hearing, and repetitive motions.

Must be able to perform light work exerting up to 30-pounds of force occasionally, 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.

Must possess the visual acuity to compile and compute data and statistics, operate a computer or tablet, do extensive reading, and use measuring devices.

Desirable Education and Experience

Graduation from high school and considerable sewer collection system maintenance or construction experience; or an equivalent combination of education and experience.

Special Requirement

Possession of a valid North Carolina driver's license.

Possession of a NC sewer collection system operator grade 4 certification is preferred.

Confined space entry and competent person training.

Hendersonville

2015

LEAK DETECTION TECHNICIAN

General Statement of Duties

Performs responsible technical support work and other related activities providing assistance in identifying and locating leaks in the City's water distribution system.

Distinguishing Features of the Class

An employee in this class operates various types of electronic equipment used to detect and record leak sounds related to water loss from the water distribution system. This employee will compile and submit data collected to the Utilities Engineer for analysis and appropriate action. Work also involves. Work is usually performed alone and requires independent initiative and the ability to meet deadlines. Work may subject the employee to environmental conditions, extreme temperatures, and traffic and associated noise and hazards. Limited night work may be required due to excessive noise during the day. Work is performed under regular supervision and is evaluated based on conferences, review of completed work, and observation of demonstrated skills.

Duties and Responsibilities

Essential Duties and Tasks

Operate equipment including loggers, scanners, correlators and other devices to listen to and interpret quality and type of sounds to detect leaks in the City's water distribution system.

Download data from monitoring equipment and enter data gathered into database to facilitate analysis of water losses by the Utilities Engineer.

Perform sequential actions to locate leaks by applying knowledge of leak detection practices and reading and interrupting water distribution maps and drawings.

Utilize hand and construction tools to expose mains, valves and service stop boxes.

Set up barricades or other traffic devices in the field to ensure safety in the working environment.

Collect GPS (Global Position System) data regarding location of fire hydrants, valves and meters.

Perform calibration and routine maintenance on equipment or arrange for repair as directed.

Communicate with other internal divisions as needed regarding leak detection activities. Provides assistance to the public and/or department or City staff regarding departmental policies, procedures, activities.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Ability to operate leak detection equipment and associated hardware/software.

Ability to prepare accurate records.

Considerable knowledge of city utility construction and maintenance policies, practices, engineering standards, and customer service policies.

Working knowledge of utility design and construction principles, methods, materials, and procedures.

Working knowledge of City's water distribution system.

Some knowledge of computer mapping software and hardware.

Some knowledge of asset and work order management software, like *Cityworks*.

Some knowledge of surveying methods and practices.

Must possess good writing and exceptional verbal communication skills.

Must possess outstanding troubleshooting skills and have a natural mechanical and analytical ability.

Ability to establish and maintain effective working relationships and communicate effectively with the general public, contractors, and other employees.

Must possess outstanding customer service skills.

Physical Requirements

Must be able to physically perform the basic life operational support functions of climbing, balancing, stooping, kneeling, reaching, crouching, standing, walking, grasping, fingering, talking, hearing, and repetitive motions.

Must be able to perform light work exerting up to 30-pounds of force occasionally, 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.

Must possess the visual acuity to compile and compute data and statistics, operate a computer or tablet, do extensive reading, and use measuring devices.

Desirable Education and Experience

Graduation from high school and considerable distribution system maintenance or construction experience; or an equivalent combination of education and experience.

Special Requirement

Possession of a valid North Carolina driver's license.

Possession of a NC water distribution system operator grade A certification is preferred.

Confined space entry and competent person training.

PARALEGAL

General Statement of Duties

Performs specialized legal program and office support duties for the City Attorney and the City Manager's Office.

Distinguishing Features of the Class

An employee in this class performs specialized paralegal work in a variety of complex, program areas or specialty fields in support of the activities of the City Attorney, and administrative and office support work supporting the City Manager. Paralegal duties include drafting complex legal documents and contracts, conducting legal research into complex issues without specific precedence, and acting as a front-end interface with clients, staff, and attorneys for the purposes of screening calls and/or summarizing communications between outside parties and the legal staff. The employee participates in data gathering and preparation of exhibits, documents, and affidavits. The employee may also be responsible for the scheduling of witnesses, and the organization of supporting documents, exhibits, and evidence. The employee serves as a primary contact for the legal department. Work requires independence and self-initiative in activities and the employee is expected to determine when assistance is required from legal staff. Administrative duties require tact and discretion in handling sensitive or confidential matters for the Attorney and Manager. Work is performed under the supervision of the City Attorney and is evaluated through work planning and monitoring interactions, observation, conferences, feedback from citizens and staff, and ongoing evaluation and testing of the quality and effectiveness of work products developed.

Duties and Responsibilities

Essential Duties and Tasks

Conducts legal research to include reviewing case files, public records, codes, laws, statutes and title searches.

Prepares a variety of legal documents such as right-of-way agreements, water and sewer easements, sidewalk easements, audit letters, deeds, closing documents for real estate transactions; schedules closings; disburses funds; secures proper execution of documents.

Organizes tasks to be performed by the legal department.

Assists with the acquisition of real property for the City.

Maintains files and records for the Legal Department; prepares spreadsheets documenting actions; maintains legal library.

Drafts correspondence, memos, and documents for the attorney's review; transcribes leases, ordinances, agreements, bid documents, proposals, correspondence and other documents.

Types legal notices; secures publication in newspaper and proofs for errors.

Schedules meetings for the Attorney; prepares documents prior to meetings; secures information via telephone or personal contact; selects appropriate materials to answer questions and often handles the inquiries independently.

Meets with parties to explain legal documents and to obtain signatures; notarizes documents when signed.

Compiles budget for Legal Department; purchases supplies; codes bills for payment. Prepares and files documents sent to the Secretary of State such as incorporation documents, UCC financial statements, nonprofit corporation documents, articles of incorporation, bylaws, etc.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Considerable knowledge of legal research techniques and ability to locate information through the Clerk of Court, Register of Deeds and similar resources.

Working knowledge of legal terminology.

Working knowledge of legal practices and procedures relating to contracts, real estate and court proceedings.

Working knowledge of Microsoft Word and Excel.

Considerable knowledge of and ability to use official business practices.

Ability to handle real estate transactions, prepare basic legal documents and coordinate the execution and issuance of legal documents with minimal directions.

Ability to maintain files and records and to retrieve information when needed.

Ability to work independently, with accuracy, and to exercise initiative in the preparation of legal documents, correspondence, forms, and other legal office materials.

Ability to transcribe dictation and to type accurately at a good rate of speed.

Ability to be tactful and courteous while being persuasive and confident on City business.

Ability to compile information based on general instructions.

Ability to establish and maintain effective working relationships with supervisor, employees, and the general public.

Ability to use a wide variety of other computer technology to generate work.

Ability to grasp and master new concepts quickly.

Ability to communicate effectively and to conduct the department's business in person and by telephone.

Ability to gather and give comprehensive information and instructions, based on program knowledge and independent research.

Physical Requirements

Must be able to physically perform the basic life operational functions of fingering, grasping, lifting, stooping, standing, walking talking, hearing, and repetitive motions.

Must be able to perform sedentary to light work exerting 10 -20 pounds of force occasionally and/or a negligible amount of force frequently to move objects.

Must possess the visual acuity to prepare and analyze data and figures, to operate a typewriter and computer, to determine the accuracy, neatness, and thoroughness of the work assigned, and to take and transcribe dictation.

Desirable Education and Experience

Any combination of education and experience equivalent to graduation from an accredited community college with major course work in legal proceedings, and experience working in a law office; or an equivalent combination of education and

experience.

Special requirement

Ability to obtain certification as a Notary Public.

Possession of valid North Carolina driver's license.

Hendersonville

2015

PLANNING DIRECTOR

General Statement of Duties

Performs difficult professional and administrative planning work for the City.

Distinguishing Features of the Class

An employee in this class plans, organizes and reviews the planning activities including current and long range planning programs involving physical, economic and social future of the City. Work involves professional planner responsibilities in the formation, installation, modification and improvement of the City's growth and development. Duties include staffing and consulting with boards and committees on development issues in the City including zoning, economic development, community appearance, and related issues. Work involves coordination with a variety of other local and state jurisdictions and agencies and considerable knowledge of the planning field and local ordinances, and extensive public contact skills. Work is performed in an office environment under the general supervision of the City Manager Development Assistance Director and is evaluated through conferences, reports, and progress on planning issues and projects.

Duties and Responsibilities

Essential Duties and Tasks

Plans and organizes project activities; establishes goals and objectives; recommends and administers policies and procedures; ~~develops and recommends budget for department staff, equipment, materials and supplies, and monitors expenditures.~~

Provides advice to the Development Assistance Director, City Manager, Board, and various appointed committees; deals with the public on controversial issues.

Researches, writes and recommends ordinances related to zoning, subdivision regulations, appearance, economic development, park and open space development, noise, and other growth and development issues.

Serves as technical support to the Planning Board, Board of Adjustment, other City departments, and civic groups on planning, zoning, and related matters.

Confers with engineers, developers, architects, a variety of agencies and the general public in obtaining information and coordinating planning matters; coordinates activities with County and surrounding jurisdictions; participates in plan review process.

Conducts special studies; researches complex planning problems; prepares a variety of comprehensive reports.

Responds to and resolves difficult citizens' inquiries and complaints regarding planning matters.

Coordinates development review process with various departments, developers and contractors.

~~Hires, Trains, and provides work assignment, performance coaching, and evaluation to assigned staff.~~

Processes street closing and annexation petitions; prepares documents for annexation processes and procedures.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Thorough knowledge of the principles and practices of planning, land use, and zoning related to long range planning, current planning, and the comprehensive planning process.

Considerable knowledge of computer applications related to GIS, planning, data base and statistical analysis.

Working knowledge of the laws and regulations in building inspections and local code enforcement.

Skill in collaborative conflict resolution.

Skill in working with committees, task forces, and other groups and in public presentation.

Ability to organize work, set and follow effective priorities, and coordinate work with others to obtain desired outcomes.

Ability to communicate effectively in oral and written forms; to interpret planning, zoning and building inspection policies to officials and the general public.

Demonstrated ability to analyze and systematically compile technical and statistical information, and to prepare technical reports.

Demonstrated ability to evaluate the feasibility of planning alternatives in relation to trends, costs and social pressures and needs.

Ability to establish and maintain effective working relationships with contractors, developers, property owners, other City staff, officials, and the general public.

Physical Requirements

Must be able to perform the basic life operational skills of fingering, grasping, talking, hearing, and repetitive motions.

Must be able to perform sedentary work, exerting up to 10 pounds of force occasionally, and/or a negligible amount of force frequently or constantly to lift or move objects.

Must possess the visual acuity to prepare and analyze data and figures, operate a computer terminal, do extensive reading, and perform visual inspections.

Desirable Education and Experience

Graduation from a four year college or university with a major in planning, geography, landscape architecture, or related field and considerable experience in municipal, county or regional planning; or an equivalent combination of education and experience. Master's degree in urban planning preferred.

Special Requirements

Possession of a valid North Carolina driver's license.

Prefer certification or ability to obtain from the American Institute of Certified Planners.

Hendersonville

2015

PROMOTIONS COORDINATOR

General Statement of Duties

The Promotions Coordinator performs skilled professional work in planning, organizing and coordinating the promotional initiatives and special events for the City of Hendersonville's Main Street program. The coordinator works closely with the Main Street Director and with the Main Street Advisory Committee to execute and enhance current programs while seeking additional programs, opportunities and improvements for Historic Downtown Hendersonville (HDH).

Distinguishing Features of the Class

Employees in this class coordinate and plan special events and activities, and promote the historic downtown business district. Develops and manages the organization's communications strategy to include all forms of public and media relations, print and web based outreach, and social networking. The position requires strong leadership, creativity, innovation, interpersonal skills and top notch verbal and written communication skills: a strong work ethic, and a passion for community and the job is essential. Energy, self-motivation, effective follow-through, and the ability to work both individually and as a team player are vital. Work requires a great deal of independence and may include supervising, or providing assistance to others. Work is performed under the supervision of the department head and is evaluated through work planning and monitoring interactions, observation, conferences, feedback from citizens and staff, and ongoing evaluation and testing of the quality and effectiveness of work processes.

Duties and Responsibilities

Essential Duties and Tasks

Responsible for maintaining and creating efficient communication; website, newsletter communication, calendar of events and social media campaigns.

Maintain a comprehensive resource for information regarding downtown events. Facilitate the director's work to keep all special events and downtown promotional programs in the public eye through local and regional media.

Work with the director, Committee members and consultants to create, refine and manage all aspects of the organization's marketing and communication strategies and initiatives.

Build and maintain a positive relationship with the media; print, radio and television; pitching stories, issuing press releases, etc. Maintain records of all correspondence with media contacts and complete all necessary contracts and agreements.

Distribute marketing materials in a timely fashion to downtown stakeholders (property and business owners, Committee members, City and County government offices, media outlets, etc.)

Work with the director to establish a budget for all marketing and communication strategies & initiatives, working with the director for approval of line items.

Works with and consults with committee members, staff, volunteers and merchants on event planning, promotional materials, event logistics, creation of timing and speaking points.

Responsible for directing/creating professional-caliber presentations, videos, collateral materials and promotions that support the programs brand.

Coordinate, organize, and ensures all events are successful from beginning to end; in partnership with the Main Street Director and Main Street Advisory Committee to attract people to Historic Downtown Hendersonville This aspect does involve evening hours and weekends at times, as well as physical labor.

Organizes logistical requirements on- site

Ensures brand alignment.

Manages and/or works events; oversees setup for events and breakdown.

Takes a responsible role as a team leader while working with event volunteers

Track, and implement time line and expenses per event.

Responsible for inventory and displays material for events.

Develops process and procedures for event efficiencies

Responsible for event-specific and technical databases, records, budget line item activities, and files; initiates appropriate follow-up or further action; compiles reports from data.

Collects fees, or other payments related to event program activities; maintains records and receipts for accounting of cash.

Collaborate with business owners, community groups and other organizers on special events, festivals, community projects and other promotional events within the district. Develops and maintains relationships with downtown merchants and business/property owners affected by festival/events.

Responsible for on-going volunteer program for year-round support of HDH events.

Recruits, develops & trains new volunteers.

Advise management on strategies on maintaining/building a strong volunteer database Coordinate recognition of volunteers and other stakeholders who actively work on behalf of HDH.

Obtain all necessary permits, licenses, and permissions for all HDH events.

Work with the director to establish budgets for all special events, working with the director for approval of line items.

Solicit and develop new corporate sponsors for various events with the Main Street Director, as well as for general support of the Main Street program. Maintain records of sponsor correspondence and complete sponsor agreements and contracts.

Responsible for monitoring and assessment of events for deficiencies and develop plans for improvement, constantly striving for excellence.

Attend monthly Committee and Sub-Committee meetings Document minutes and actions from meetings attended.

Supervises temporary personnel including interns and volunteers.

Manage effective and efficient communication between staff, committee members, committee chairs and across sub-committees if necessary, to ensure program excellence.

Assist in the development, and ensure the timely implementation of annual action strategies.

Work closely with committee chairs to develop meeting agendas in direct correlation with annual action strategies.

Assist with planning and development of new programs and initiatives.

Professionally represent City at events, on committees and throughout the community.

Develops and maintains relationships with all necessary City government entities including, but not limited to Public Works, Police, Fire, Planning, and Zoning.

Seeks grants and supplemental resources for department programs.

Additional Job Duties

Other activities as deemed appropriate and assigned by Main Street Director.

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Strong communication skills with experience in public speaking, writing for publication and familiarity with press, TV and electronic media professionals. □

Experienced working in a special events environment with a focus on creating positive experiences for vendors and participants.

Is creative with a strong knowledge of computer programs including, but not limited to, Microsoft Office Suite, Adobe Creative Suite and content management software.

Ability to establish and manage cooperative working relationships on a team comprised of the director, downtown stakeholders, city and county government officials and staff.

Ability to work in a flexible, fast-paced work environment while maintaining professionalism, confidentiality and tact when dealing with committee members and the public.

Self-motivated, imaginative, and an accomplished organizer.

Ability to function effectively and independent of direct-supervision.

Must be detailed, deadline and goal-oriented.

Ability to successfully manage multiple tasks and stressful situations.

Ability to exercise sound judgment in evaluating and making decisions.

Ability to handle sensitive issues with diplomacy and confidentiality.

Ability to work independently.

Ability to arrange and place records, reports and files into a proper sequence.

Physical Requirements

Must be able to physically perform the basic functions of stooping, kneeling, crouching, reaching, standing, walking, lifting, fingering, grasping, talking and hearing.

Must be able to perform sedentary work exerting up to 10 pounds of force frequently or constantly to move objects.

Must possess the visual acuity to prepare and analyze data, examine and work with maps, charts, and detailed materials, operate a computer, inspect sites, use measuring devices, to figure computations and to read extensively.

Desirable Education and Experience

Graduation from a four year college or university with a degree in business, economics, marketing, communications or related field supplemented by professional experience in special events management, marketing & promotions and brand management; or an equivalent combination of education and experience. Previous experience in event planning is highly desirable.

Special Requirement

Possession of valid North Carolina driver's license.

Hendersonville
2015

PUBLIC INFORMATION OFFICER

General Statement of Duties

Performs intermediate professional work providing information to the public, media, and City employees on programs, services, issues, and policies; does related work as required. Work is performed under regular supervision of the City Manager.

Distinguishing Features of the Class

An employee in this class maintain positive relations between the public and the City, as well as to communicate with the media, maintain the City's web content management, social media and coordinate City events. The employee will liaise between their employer and the public and is responsible for issuing press releases, answering queries from the media and arranging interviews with company executives and employees. Researches documents, prepares and distributes written and oral communications to various City audiences. They produce printed and video material about their organization for dissemination to the public. The employee may be responsible for organizing special events such as news conferences and awards ceremonies. Maintaining a social media presence is part of the employee's duties. The employee will develop, implement, and maintain an effective public information program for the City and its Departments. These individuals may work long hours on an irregular schedule, especially when publicized situations or incidents affect the City. Work is supervised by the City Manager and is evaluated through periodic performance reviews.

Duties and Responsibilities

Essential Duties and Tasks

- Make public appearances on behalf of the City, including press conferences;
- Serve as an advisor to those making public appearances;
- Write press releases;
- Respond to media inquiries;
- Escort media personnel within government facilities to conduct interviews or take photographs;
- Maintain an archive of press material relating to the City;
- Maintain the City of Hendersonville's website;
- Oversee the City's social media sites;
- Support City Departments as an advertising and marketing resource;
- Answer phone calls from citizens;
- Write/place newspaper, radio, and/or television ads;
- Operate government access channels on cable television;
- Develops communication plans for various City functions and/or campaigns;
- Write/publish the City newsletter; and,
- Other tasks as assigned by City Manager.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Thorough knowledge of writing, designing, and editing techniques required to prepare reports and related documents; general knowledge of City programs, policies, and structure; thorough knowledge of public information and modern principles and practices of public relations media; ability to develop promotional copy and perform technical editorial work; ability to write public information reports and releases; ability to work closely at all levels with various citizens, committees, and staff members; ability to conduct independent work and to organize work; skill in the use of personal computers and digital cameras; experience with coordinating social media applications, Adobe Photoshop Elements, Adobe Acrobat, MS Word, Excel, and Publisher, and HTML preferred. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret and deal with several abstract and concrete variables.

Physical Requirements

Must be able to perform the basic physical life operational functions of reaching, crouching, standing, walking, fingering, talking, hearing, and repetitive motions.

Must be able to perform light work exerting up to 20 pounds of force occasionally, and/or 10 pounds of force frequently, and/or a negligible amount of force constantly to lift carry, push, pull, or otherwise move objects.

Must possess the visual acuity to examine and work with maps, operate a computer, inspect sites regarding planning issues, and do extensive reading.

Desirable Education and Experience

Any combination of education and experience equivalent to graduation from an accredited community college with major course work in public relations, communications, journalism, public administration, or related field and considerable public relations experience. A bachelor's or master's degree in marketing, communications, or journalism strongly preferred.

Special Requirement

Possession of valid North Carolina driver's license.

Hendersonville
2015

TREATMENT PLANT OPERATOR I

General Statement of Duties

Performs responsible operational, laboratory, and maintenance functions in a water or wastewater treatment plant; serves as a basic support operator.

Distinguishing Features of the Class

An employee in this class performs a variety of operational, maintenance, laboratory, or other duties designed to produce safe treatment of potable water, and disposal of domestic and commercial water and wastewater materials. Work is performed on an assigned or rotating shift and includes monitoring the plant's operation through observation, mechanical or electronic readings and the results of standard chemical and biological tests and to make necessary adjustments in the process as conditions or test results dictate. Other duties include performing standard laboratory duties and tests and assisting with plant and facilities maintenance. Work also includes substantial record keeping of work activities. Employees are subject to hazards associated with wastewater and plant operations including working both inside and outside environments, in extreme hot and cold weather, and exposure to various hazards such as loud noises, moving mechanical parts, electrical current, chemicals, fumes, odors, dusts, mists, gases, poor ventilation, working in small spaces such as sewer pipes, and oils. Workers may be required to wear respirators when working around chlorine tanks. Work around wastewater is also subject to the final standards of OSHA on blood borne pathogens. Work is performed under general supervision and reviewed by observation, conference, and reviewing records for adherence to operations standards, instructions, and safety practices.

Duties and Responsibilities

Essential Duties and Tasks

Makes regular tours of plant and checks bar screens, engines, generators, pumps, settling tanks, filters, clarifiers, chlorinators, and other equipment for proper functioning.

Records data from various meters, gauges and dials; logs daily, weekly, and monthly activities.

Performs standard laboratory chemical and biological tests.

Performs general preventive and scheduled maintenance; assists on major maintenance and repairs.

Regulates and adjusts motors, pumps, blowers, valves and other apparatus to meet changing operating conditions.

Performs routine building and grounds maintenance including mowing, cleaning and painting.

Collects water and wastewater samples.

Analyses plant performance and makes chemical feed and other adjustments consistent with supervisory guidelines.

Cross-trains with other water and wastewater treatment plant personnel to substitute in their absence.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Working knowledge of the operating characteristics and maintenance requirement of water and/or wastewater treatment plants.

Working knowledge of applicable federal, state, and local laws, ordinances, and permitting requirements.

Working knowledge of the occupational hazards of the work and of necessary safety precautions.

Some knowledge of standard laboratory test and procedures used in a water or wastewater treatment plant.

Working knowledge of the use of computers to record data, prepare reports, and operate plant equipment.

Some knowledge of hydraulic, chemical and mechanical principles pertinent to water or wastewater treatment plant operations.

Ability to detect flaws in the operation of mechanical equipment and to determine proper remedial measures.

Ability to conduct routine laboratory test.

Ability to understand and follow moderately complex oral and written instructions.

Ability to read meters, charts, and technical manuals and drawings accurately and to maintain records of shift operations.

Ability to establish and maintain effective working relationships with peers and superiors.

Physical Requirements

Must be able to physically perform the basic life operational functions of climbing, balancing, stooping, kneeling, crouching, reaching, walking, pushing, pulling, lifting, grasping, and hearing.

Must be able to perform medium work exerting up to 50 pounds of force occasionally; and/or up to 20 pounds of force frequently; and/or up to 10 pounds of force constantly to move objects.

Must possess the visual acuity to read gauges, dials, and observe moving parts of machines, and to record and review written records.

Desirable Education and Experience

Graduation from high school supplemented by course work in chemistry or biology and some experience in the operation and maintenance of machinery and equipment, preferably in a water or wastewater treatment plant; or an equivalent combination of education and experience.

Special Requirements

Possession of a Water Operator's Grade level C or Wastewater Operator's Grade level I from the State of North Carolina.

Special Note: This generic class description gives an overview of the job class, its essential job functions, and recommended job requirements. However, for each individual position assigned to this class, there is available a completed job questionnaire with a physical abilities checklist which can give further details about that one specific position. Those documents should be reviewed before initiating a selection process. They can provide additional detailed information on which to base various personnel actions and can assist management in making legal and defensible personnel decisions.

Hendersonville
2015

TREATMENT PLANT OPERATOR II

General Statement of Duties

Performs skilled operational functions in the operations of a water or wastewater treatment plant; serves as a mid-level shift worker and operator.

Distinguishing Features of the Class

An employee in this class performs a variety of operational, maintenance, laboratory, or other duties designed to produce safe treatment of potable water, and disposal of domestic and commercial water and wastewater materials. Work is performed on an assigned or rotating shift and includes monitoring the plant's operation through observation, mechanical or electronic readings and the results of standard chemical and biological tests and to make necessary adjustments in the process as conditions or test results dictate. The employee serves as a mid-level worker or operator in direct support of higher level supervision. Work also includes substantial record keeping of work activities. Employees are subject to hazards associated with wastewater and plant operations including working in both inside and outside environments, in extreme hot and cold weather, and exposure to various hazards such as loud noises, moving mechanical parts, electrical current, chemicals, fumes, odors, dusts, mists, gases, poor ventilation, and oils. Workers may be required to wear respirators when changing chlorine tanks. Work around wastewater is also subject to the final standards of OSHA on blood borne pathogens. Work is performed under regular supervision and reviewed by observation, conference, and reviewing records for adherence to operations standards, instructions, and safety practices.

Duties and Responsibilities

Essential Duties and Tasks

Serves in the absence of higher level supervision; inspects records, laboratory results, and identifies necessary changes in chemical, biological, or mechanical plant processes and functions to meet permitted discharge limits.

Leads and participates in the repair and maintenance of mechanical, electrical, and some electronic equipment and component parts at a water or wastewater plant; helps establish preventive maintenance schedules.

Makes regular tours of plant and checks bar screens, engines, generators, pumps, settling tanks, filters, clarifiers, chlorinators, and other equipment for proper functioning;

Records data from various meters and gauges; logs daily, weekly, and monthly activities; regulates and adjusts motors, pumps, blowers, valves and other apparatus to meet changing operating conditions.

Performs laboratory analyses; performs standard laboratory chemical and biological tests.

Cross-trains with other water and wastewater treatment plant personnel to substitute in their absence.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Considerable knowledge of the operating characteristics and maintenance requirement of a water or wastewater treatment plant.

Considerable knowledge of biological, chemical and mechanical principles pertinent to water and/or wastewater treatment plant operations.

Considerable knowledge of applicable federal, state, and local laws, ordinances, and permitting requirements.

General knowledge of the occupational hazards of the work and of necessary safety precautions.

Ability to detect flaws in the operation of mechanical equipment and to determine proper remedial measures.

Ability to conduct laboratory test.

Ability to understand and follow moderately complex oral and written instructions.

Ability to read meters, charts, and technical manuals and drawings accurately and to maintain records of shift operations.

Ability to operate light to medium equipment.

Ability to establish and maintain effective working relationships with peers and superiors and to serve as a mid-level support worker and provide on-the-job cross-training.

Physical Requirements

Must be able to physically perform the basic life operational functions of climbing, balancing, stooping, kneeling, crouching, reaching, walking, pushing, pulling, lifting, grasping, and hearing.

Must be able to perform medium work exerting up to 50 pounds of force occasionally; up to 20 pounds of force frequently; and up to 10 pounds of force constantly to move objects.

Must possess the visual acuity to read gauges, dials, and observe moving parts of machines, to record and review written records, and to operate a computer terminal.

Desirable Education and Experience

Graduation from a community college with a degree in environmental science, chemistry, biology, or related field and considerable experience in the operation, laboratory, and/or maintenance of a water or wastewater treatment plant; or an equivalent combination of education and experience.

Special Requirements

Possession of a Water Operator's Grade level B or Wastewater Operator's Grade level II certificate from the State of North Carolina.

Special Note: This generic class description gives an overview of the job class, its essential job functions, and recommended job requirements. However, for each individual position assigned to this class, there is available a completed job questionnaire with a physical abilities checklist which can give further details about that one specific position. Those documents should be reviewed before initiating a selection process. They can provide additional detailed information on which to base various personnel actions and can assist management in making legal and defensible personnel decisions.

Hendersonville
2015

TREATMENT PLANT OPERATOR III

General Statement of Duties

Performs skilled operational functions in the operations of a water or wastewater treatment plant; serves as a shift leader and operator.

Distinguishing Features of the Class

An employee in this class performs a variety of operational, maintenance, laboratory, or other duties designed to produce safe treatment of potable water, and disposal of domestic and commercial water and wastewater materials. Work is performed on an assigned or rotating shift and includes monitoring the plant's operation through observation, mechanical or electronic readings and the results of standard chemical and biological tests and to make necessary adjustments in the process as conditions or test results dictate. The employee serves as lead worker or lead operator, especially when changes in the plant's biological and/or chemical processes are needed to meet the plant's permitted limits, and performs special projects and research. Work also includes substantial record keeping of work activities. Employees are subject to hazards associated with wastewater and plant operations including working in both inside and outside environments, in extreme hot and cold weather, and exposure to various hazards such as loud noises, moving mechanical parts, electrical current, chemicals, fumes, odors, dusts, mists, gases, poor ventilation, and oils. Workers may be required to wear respirators when changing chlorine tanks. Work around wastewater is also subject to the final standards of OSHA on blood borne pathogens. Work is performed under regular supervision and reviewed by observation, conference, and reviewing records for adherence to operations standards, instructions, and safety practices.

Duties and Responsibilities

Essential Duties and Tasks

Serves in the absence of higher level supervision; inspects records, laboratory results, and identifies necessary changes in chemical, biological, or mechanical plant processes and functions to meet permitted discharge limits.

Trains and orients new employees in plant operational principles and practices.

Serves as lead worker in the repair and maintenance of mechanical, electrical, and some electronic equipment and component parts at a water or wastewater plant; helps establish preventive maintenance schedules.

Makes regular tours of plant and checks bar screens, engines, generators, pumps, settling tanks, filters, clarifiers, chlorinators, and other equipment for proper functioning;

Records data from various meters and gauges; logs daily, weekly, and monthly activities; regulates and adjusts motors, pumps, blowers, valves and other apparatus to meet changing operating conditions.

Performs laboratory analyses; trains other workers in laboratory procedures; performs standard laboratory chemical and biological tests.

Provides technical guidance to and cross-trains other staff members.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Advanced knowledge of the operating characteristics and maintenance requirement of a water or wastewater treatment plant.

Advanced knowledge of biological, chemical and mechanical principles pertinent to water and/or wastewater treatment plant operations.

Advanced knowledge of applicable federal, state, and local laws, ordinances, and permitting requirements.

Advanced knowledge of the occupational hazards of the work and of necessary safety precautions.

Ability to detect flaws in the operation of mechanical equipment and to determine proper remedial measures.

Ability to conduct laboratory test.

Ability to understand and follow moderately complex oral and written instructions.

Ability to read meters, charts, and technical manuals and drawings accurately and to maintain records of shift operations.

Ability to operate light to medium equipment.

Ability to establish and maintain effective working relationships with peers and superiors and to serve as a lead worker and provide on-the-job training.

Physical Requirements

Must be able to physically perform the basic life operational functions of climbing, balancing, stooping, kneeling, crouching, reaching, walking, pushing, pulling, lifting, grasping, and hearing.

Must be able to perform medium work exerting up to 50 pounds of force occasionally; up to 20 pounds of force frequently; and up to 10 pounds of force constantly to move objects.

Must possess the visual acuity to read gauges, dials, and observe moving parts of machines, to record and review written records, and to operate a computer terminal.

Desirable Education and Experience

Graduation from a community college with a degree in environmental science, chemistry, biology, or related field and considerable experience in and thorough understanding of the operation, laboratory, and/or maintenance of a water or wastewater treatment plant; or an equivalent combination of education and experience.

Special Requirements

Possession of a Water Operator's Grade level A or Wastewater Operator's Grade level III certificate from the State of North Carolina.

Those employee's with Water Operator's Physical and Chemical Certification or Wastewater Operator's Grade level IV certificates from the State of North Carolina are eligible for additional compensation.

Special Note: This generic class description gives an overview of the job class, its essential job functions, and recommended job requirements. However, for each individual position assigned to this class, there is available a completed job questionnaire with a physical abilities checklist which can give further details about that one specific position. Those documents should be reviewed before initiating a selection process. They can provide additional detailed information on which to base various personnel actions and can assist management in making legal and defensible personnel decisions.

Hendersonville
2015

ZONING CODE ENFORCEMENT OFFICER

Performs responsible professional zoning code enforcement duties for the ~~Town~~
City.

Distinguishing Features of the Class

An employee in this class performs zoning code enforcement duties. Work includes inspecting sites, interpreting and explaining ordinances to the public, and working with owners to comply with the local rules and regulations. Work also includes processing enforcement paperwork and may require appearance in court cases. The employee is exposed to inside and outside environmental conditions, vicious animals, and irate citizens. Work is performed under regular supervision by the ~~Zoning Administrator~~ Development Assistance Director and is evaluated through conferences, review of assigned projects, and reactions of the public and property owners.

Duties and Responsibilities

Essential Duties and Tasks

Makes on-site inspections of existing development for zoning compliance including setbacks, lot size and width, landscaping, colors, screening, and related appearance issues; reviews requests for sign permits and issues; enforces sign ordinance; enforces ordinances related to overgrown lots, junked vehicles, street vendors, etc.; works with owners on remediation of non-compliance.

Assists with daily inquiries from the public on interpretation of zoning and land use questions; refers technical and precedent setting questions to planners; receives complaints, investigates and enforces compliance.

Reviews site plans for zoning requirements, parking, landscape screening, etc.

Follows up on actions taken and assures that citizens comply with local ordinances.

Establishes and maintains records of work activities and follow-up actions.

Additional Job Duties

Assists other department staff with a variety of duties and tasks in the enforcement field.

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Knowledge of horticulture, plants, trees, and installation methods.

Knowledge of principles and practices of zoning and other code enforcement functions.

Working knowledge of local ordinances.

Working knowledge of governmental laws, programs, and services related to the code enforcement processes and procedures.

Some knowledge of the principles and practices and applicable laws regarding planning, subdivisions, building permits, and development regulation.

Working knowledge of the application of information technology to work including GIS systems.

Ability to interpret local ordinances, rules, and regulations.

Skill in conflict resolution.

Ability to work effectively with employees and the general public in code enforcement situations.

Ability to communicate effectively in oral and written forms.

Ability to document and complete required records and reports.

Physical Requirements

Must be able to physically perform the basic life operational functions of climbing, balancing, kneeling, reaching, standing, walking, lifting, fingering, grasping, talking, and hearing.

Must be able to perform medium work exerting up to 50 pounds of force occasionally, and/or up to 20 pounds frequently, and/or up to 10 pounds of force constantly to move objects.

Must possess the visual acuity to prepare and analyze data and figures, operate a computer terminal, operate a motor vehicle, perform field site inspections, and use measurement devices.

Desirable Education and Experience

Graduation from college with a degree in urban planning, horticulture, landscape architecture or related field; or an equivalent combination of education and experience.

Special Requirement

Possession of valid North Carolina driver's license.

Hendersonville
2015



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Administration

Date Submitted: 7/23/2015

Presenter: John Connet

Date of Council Meeting to consider this item: 7/2/2105

Nature of Item: Council Action

Summary of Information/Request:

Item # 05k

I am proposing to use existing funding to reclassify Lu Ann Welter's existing position and create a Code Enforcement Officer position. The attached memorandum provides a complete review of this request.

Budget Impact: \$56,700 +/- _____ Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

Funding is available in the General Fund and Water and Sewer Fund

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

I move that City Council approve the Human Resource Coordinator position and create the Code Enforcement Officer position.

Attachments:

Memorandum from City Manager John Connet
Human Resources Coordinator Job Description (Draft)

Memorandum To: Mayor Volk and Members of City Council

From: John Connet, City Manager

Date: June 25, 2015

Re: Creation of Human Resources Coordinator and Code Enforcement Officer

Background

Recently, the employee in the City's Tax Collector position opted to take a Customer Service Representative position. The Finance Director supports this change. The Finance Department is amending the Tax Collector position to hire an Accountant position. This position will not only provide the duties of city tax collection but also assist in the accounting of all City revenues.

The aforementioned changes will provide the following monetary effects:

City Tax Collector			
GF 90% W/S 10%			
Salary	\$ 49,861.12	\$44,875.01	\$ 4,986.11
Benefits	\$ 12,899.55	\$11,551.70	\$ 1,347.85
Sub-Total	\$ 62,760.67	\$56,426.71	\$ 6,333.96

Accountant			
GF 50% W/S 50%			
Salary	\$ 43,158.40	\$21,579.20	\$ 21,579.20
Benefits	\$ 10,165.87	\$ 5,082.94	\$ 5,082.94
Sub-Total	\$ 53,324.27	\$26,662.14	\$ 26,662.14

Difference			
GF WS			
Savings	Total	\$29,764.57	\$(20,328.17)

The following change saves the General Fund approximately \$29,764.57 and burdens the Water and Sewer Fund an approximate additional \$20,328.17. The Water and Sewer Fund can support this additional cost as we continue to see large reversion rates each year (meaning revenues exceed expenditures).

Recommendation

These recent changes in the Finance Department have provided the City with the ability to address an internal service opportunity, improving effectiveness and lessening risk. The City Manager recommends moving an existing Administrative Aide, from the Development Assistance Department to the Administration Department as a Human Resources Coordinator. This position will be responsible for coordinating our Wellness, Safety, and Customer Service Training programs. This position would provide services to all City funds and in that the salary and benefits would be split.

In addition, we would add a Code Enforcement Officer. This position will spend 100% of their time enforcing the Zoning Ordinance and Code of Ordinances. It will free up the Department Director’s time to manage the Development Assistance Department and serve as our Development Concierge.

Management recommends the following scenario, confident that it is the most beneficial to the organization as a whole:

- ✚ Move Administrative Aide to Administration (HR) Department
 - This move provides the following approximate effects:

Administrative Aide			
		GF 100%	W/S 0%
Salary	\$ 43,674.43	\$43,674.43	\$ -
Benefits	\$ 12,514.60	\$12,514.60	\$ -
Sub-Total	\$ 56,189.03	\$56,189.03	\$ -

HR Safety Coordinator			
		GF 50%	W/S 50%
Salary	\$ 45,316.32	\$22,658.16	\$ 22,658.16
Benefits	\$ 13,191.00	\$ 6,595.50	\$ 6,595.50
Sub-Total	\$ 58,507.32	\$29,253.66	\$ 29,253.66

Difference			
		GF	WS
Savings	Total	\$26,935.37	\$(29,253.66)

- ✚ With the total GF savings, approximately \$56,699.94, hire a Code Enforcement Officer in the Development Assistance Department (to replace the Administrative Aide)
 - The utilizes the savings in the following manner:

Available GF	\$ 56,699.94
Code Enforcement Officer	
Salary	\$ 33,483.19
Benefits	\$ 11,055.21
Sub-Total	\$ 44,538.40
Remaning	\$ 12,161.54

These changes will greatly enhance organizational effectiveness and efficiency. In addition, a \$12,161.54 will remain available for the General Fund.

Additional Justification

Safety, Wellness, and Customer Service Coordinator

The Safety Program has traditionally been the responsibility of the Human Resource Director. However, due to the Director's workload, it has never received the attention that is needed to have an effective safety program. For example, our Safety Committee, which is mandated by law, has not met since before I was hired as your City Manager. Also, I am concerned that our required safety training programs do not meet the basic OSHA requirements. With a liaison from the Human Resources Department concentrating on safety, the Department would be in a greater position to assist other City departments with their safety programs.

In addition, each employee would receive the same level of training and no one would be left out. One reason for the position is that it can be extremely costly to have injured people, including employees or possibly the general public, another reason is the moral obligation that we have as an employer to provide a safe and healthy work environment for employees. There are numerous federal and state laws requiring safety training and awareness be made available. These requirements can be met with a properly designed and implemented safety program.

We currently have a wellness program in place and this would be the perfect opportunity to combine these duties and expand the program to be exceptional. Studies show that wellness programs work and provide a good return on investment, especially when properly implemented. Among other things, they educate employees on how to avoid illness which in turn reduces sick days for a large portion of the employees.

Finally, this position will also assist the City Manager in maintaining and improving our Service Excellence Customer Service Program. This program is working well and Lu Ann has been on the Committee since the beginning. Her continuing responsibility will be to coordinate the meetings and customer service training programs.

Code Enforcement Officer

This position will serve as our full-time code enforcement official, which will free up Susan Frady to coordinate the development review processes. For example, as we have been working with Alpine Woods Resort, Susan has often had to spend three days a week at the resort inspecting mobile homes. This has prevented her from working on overgrown lots and being in the office to meet the citizens. I believe the creation of a dedicated code enforcement official will provide better overall code enforcement program and allow Susan to concentrate on working with our customers. This will also eliminate a duplication in having two office assistants in the Development Assistance Department.

No New Money

The bottom line is that we can make these changes without the need for any additional funding in the General fund. We have adequate funding in the current and future budgets to cover the costs of these positions.

HUMAN RESOURCES COORDINATOR

General Statement of Duties

Performs a full range of administrative and technical duties in an office requiring a comprehensive understanding of the departmental mission, rules, regulations, goals and services. Work includes the development, implementation, and administration of a safety and wellness program for the City.

Distinguishing Features of the Class

An employee in this class is responsible for planning, directing, organizing, and evaluating an employee wellness, service excellence and safety program; identify City wellness, customer service and safety needs and issues; promote a culture of wellness, customer service and safety through innovative programs and services with the ultimate goal of reducing health and safety risks and addressing identified needs; develop strategies that lead to health and safety improvement initiatives and programming for employees; communicate and promote health, wellness and safety by developing educational materials, conducting workshops and presentations, and organizing events; evaluate program effectiveness; and to perform related work as required. Employees in this class perform a wide variety of administrative and technical support, secretarial, and office management functions. Work generally requires that employees independently perform administrative and technical functions that support a program area of City operation. Generally, positions in the class require office management and supervisory skills. Administrative duties require tact and discretion in handling sensitive or confidential matters in the program areas. Work requires frequent and regular contact with customers both inside and outside of direct reporting relationship.

The employee exercises judgment and discretion in applying and interpreting personnel and departmental guidelines; to communicate effectively with employees and with management on a one-to-one or group basis; to make and communicate decisions;

Work is performed under general supervision of the department head and is evaluated through conferences, review of records and reports, and implementation of a successful program.

Duties and Responsibilities

Essential Duties and Tasks

Assists in developing and implementing personnel policies and procedures; assists departments in complying with policies and procedures.

Researches, develops, monitors and evaluates employee wellness initiatives designed to promote a culture that improves the health, well-being, and the safety of employees.

Develops health education materials, workplace health awareness, health outreach, safety and educational programs.

Effectively promotes and markets wellness and safety programs by utilizing existing resources and in development of target programs.

Makes recommendations affecting relevant policies and programs.

Plans, develops, organizes, and implements the City's safety program using input and assistance from department heads, department representatives, and technical assistance resources.

Plans and implements innovative and creative approaches to improve employee health, well-being and safety.

Develops safety policies, procedures, and processes for the City; researches regulations and resources as needed.

Manages Service Excellence Program

Inspects work areas for compliance with laws, policies, rules and regulations; communicates corrective measures needed to management; reviews and rechecks progress on a regular basis until standards have been met;

Obtains resources or offers training programs to implement the program, maintain safety awareness, and assures laws and policies are being followed; conducts safety training as part of new

employee orientation.

Prepares any safety, Worker's Compensation, OSHA, or related reports for monitoring and compliance agencies.

Researches various regulations and requirements; develops contact with monitoring agencies and keeps current with changes in laws, rules, and regulations.

Conducts safety meetings or works with departments to present and conduct their own sessions.

Analyzes trends in the types and frequency of injuries and accidents in order to develop preventive measures and training.

Evaluates programs on an ongoing basis and reports program effectiveness; determines additional employee needs and interests; facilitates changes and/or additions to the program to reflect the changing needs of the employee population.

Conducts research and other studies to determine sources of health and wellness related grants; prepares applications for grant funding, maintains resource materials, evaluates results and produces reports.

Analyze and evaluate a wellness and safety program and reach sound, logical recommendations and conclusions.

Develop and deliver training and educational programs.

Prepares various correspondence, reports, forms, brochures, flyers, newsletters, and other written materials.

Assists in the coordination, notification, and/or registration of various presentations, vendors meetings, and special employee events.

Receives and greets visitors; gives information concerning visitors' needs.

Additional Job Duties

Provides general assistance as needed to the Human Resources Director.

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Knowledge of administrative principles applicable to the organization and functions of health, wellness and safety programs.

Working knowledge of OSHA regulations and the principles and practices relating to OSHA laws and regulations and safety and accident prevention.

Considerable knowledge of applicable federal, state, and local laws, regulations, and processes regarding employee.

Considerable knowledge of training techniques and skill in training program delivery.

Ability to develop and conduct training and orientation programs.

Ability to inspect work sites, areas, and accidents and make objective reports and findings.

Ability to review safety standards and make recommendations for improvement and correction.

Ability to communicate effectively in oral and written forms.

Ability to develop and maintain effective working relationships with department heads, supervisors, and employees.

Ability to compile data and records and file reports as required for the City.

Ability to plan and coordinate projects and activities.

Thorough knowledge of office practices and procedures.

Thorough knowledge and ability to use correct grammar, vocabulary, and spelling.

Considerable knowledge of computers and software including word processing, data base management, and spreadsheets.

Considerable knowledge of organizational operations and specialized programmatic requirements.

Ability to work independently and to use initiative in managing designated program areas.

Ability to communicate effectively in person and by telephone.

Ability to gather and give basic information and instructions on departmental programs based on inquiries.

Ability to be tactful and courteous and maintain confidentiality.

Ability to use judgment in organizing and establishing formats and in responding to information.

Physical Requirements

Must be able to physically perform the basic life operational functions of fingering, talking, and hearing.

Must be able to perform sedentary work exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects.

Must possess the visual acuity to prepare data, operate a computer terminal, do extensive reading, and make visual inspections of work areas for safety standards.

Desirable Education and Experience

Graduation from a community college with an emphasis in industrial relations or business administration and/or related field and considerable experience in safety program administration; or an equivalent combination of education and experience.

Hendersonville

2015



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lisa White

Department: Finance

Date Submitted: 07-15-15

Presenter: Lisa White

Date of Council Meeting to consider this item: August 6, 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 051

Appointment of Tax Collector

Per General Statute 105-349 The governing body of each municipality shall appoint a tax collector to serve a term as determined by the appointing body. After many years of excellent tax collection rates, the Cities current tax collector, Donna Fox, has transferred to another position in the Finance Department. Therefore the Finance Director has requested that the following person(s) be appointed:

- Tammy Holland - Tax Collector (currently the Revenue Accounting Supervisor - has been with the City for 4 years.)
- Beth Harrell - Deputy Tax Collector (new employee)

Both of the above employees will take the courses to obtain the North Carolina Tax Collectors Certification and or Deputy Tax Collector Certification and once certified will complete the requirements of the North Carolina Tax Collectors Association for continuing education.

105-349 (b) Qualifications - The governing body shall appoint as tax collector a person of character and integrity whose experience in business and collection work is satisfactory to the governing body.

(g) Oath. - Every tax collector and deputy tax collector, as the holder of an office, shall take the oath required by Article VI, § 7 of the North Carolina Constitution with the following phrase added to it: "that I will not allow my actions as tax collector to be influenced by personal or political friendships or obligations,". The oath must be filed with the clerk of the governing body of the taxing unit.

Budget Impact: \$ None Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

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

I move that Council appoint Tammy Holland Tax Collector and Beth Harrell Deputy Tax Collector.

Attachments:



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Jennifer Harrell

Department: Administration

Date Submitted: 8/6/15

Presenter: Jennifer Harrell

Date of Council Meeting to consider this item:

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 05m

Due to the United States Supreme Court ruling June 26,2015 concerning same sex marriages this request is being made to update the City's Personnel Policy relating to the FMLA (Family Medical Leave Act) policy in Article VII. Section 18 to replace the words "if a husband and wife both work for the City" to say "if both spouses work for the City" . This will comply with the updated Federal regulations.

Budget Impact: \$ _____ 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 to approve the update to the Federal Medical Leave Act (FMLA) section of the Personnel Policy.

Attachments:

Section 18. Family and Medical Leave

The City will grant up to 12 weeks of family and medical leave per twelve months to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid (coordinated with the City's Vacation, Compensatory Time and Sick Leave policies), unpaid, or a combination of paid and unpaid. Unpaid leave will be granted only when the employee has exhausted all appropriate types of paid leave. Additional time away from the job beyond the 12-week period may be approved in accordance with the City's Leave without Pay policy.

To qualify for FMLA coverage, the employee must have worked for the employer 12 months or 52 weeks; these do not have to be consecutive. However, the employee must have worked 1,250 hours during the twelve-month period immediately before the date when the FMLA time begins.

Family and medical leave can be used for the following reasons **examples**:

1. the birth of a child and in order to care for that child;
2. the placement of a child for adoption or foster care;
3. to care for a spouse, child, or parent with a serious health condition;
4. the serious health condition of the employee; or
5. military exigency.

“Military Exigency” is a qualifying exigency arising out of the fact that the fact that the employee’s spouse, son, daughter, or parent is a military service member (reserve or national guard) under a call or order to federal active duty in support of a contingency operation.

A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice, or residential medical care facility, or a condition which requires continuing care by a licensed health care provider. This policy covers illness of a serious and long-term nature resulting in recurring or lengthy absences. Generally, a chronic or long term health condition which results in a period of incapacity or more than three days would be considered a serious health condition.

~~If a husband and wife both work for the City~~ **both spouses work for the City** and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (not parent in-law) with a serious health condition, ~~the husband and wife~~ **both spouses** together may only take a total of 12 weeks leave under FMLA.

An employee taking leave for the birth of a child may use paid sick leave for the period of actual disability, based on medical certification. The employee shall then use all paid vacation and accrued compensatory time for the remainder of the 12-week period.

Military Caregiver Leave: An employee whose spouse, son, daughter, parent or next of kin is a current service member who is undergoing treatment, therapy, recuperation or outpatient treatment or has temporary disability retirement for injury or illness sustained in the line of duty, is eligible for 26 weeks of leave in a single 12 month period. During a single 12 month period, the employee is eligible for a total of 26 weeks of all types of FMLA leave.

The request for the use of leave must be made in writing by the employee and approved by the Department Head or City Manager.

An employee who takes leave under this policy will return to the same job or a job with equivalent status, pay, benefits, and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility, and authority.



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Administration

Date Submitted: 07/08/15

Presenter: Brian Pahle

Date of Council Meeting to consider this item: 08/06/15

Nature of Item: Council Action

Summary of Information/Request:

Item # 05n

The pay scale will be revised to include new and revised positions, as detailed in the agenda packet. The pay scale includes a 0.5% increase recommended by the City Manager. This 0.5% increase is in line with the market adjustment provided to employees in the annual budget FY15-16. The pay scale also includes a hiring rate.

Please see the attached pay scale for details.

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

Funded through adopted budget FY15-16

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

I move to approve the pay scale as presented.

Attachments:

See Below...

City of Hendersonville

Position Allocation to Salary Range

<i>GRADE</i>	<i>HIRING RATE</i>	<i>MIN</i>	<i>MID</i>	<i>MAX</i>	<i>Position</i>
1	20,554.51	21,582.24	27,267.19	31,278.62	
2	21,585.53	22,664.81	27,214.78	32,844.04	
3	22,662.66	23,795.79	28,572.72	34,482.78	
4	23,794.27	24,983.99	30,000.34	36,206.40	Street Maintenance Worker I Environmental Services Worker Recycle Worker Property Maintenance Worker
5	24,985.61	26,234.89	31,501.82	38,018.03	Street Maintenance Worker II Meter Reader Environmental Services Truck Driver Recycle Truck Driver Office Assistant
6	26,235.62	27,547.41	33,077.70	39,919.77	Line Maintenance Mechanic Environmental Services Equipment Operator Equipment Service Attendent Field Customer Service Specialist
7	27,546.41	28,923.73	34,731.11	41,915.81	Meter Maintenance Mechanic Administrative Support Specialist Customer Services Specialist Equipment Operator Police Support Specialist
8	28,924.26	30,370.47	36,467.82	44,011.39	Facility Maintenance Mechanic Police Telecommunicator Property Maintenance Crewleader Traffic Enforcement Officer Utility Locations Specialist Warehouse Specialist Senior Line Maintenance Mechanic Sr. Police Support Specialist Treatment Plant Operator I
9	30,370.21	31,888.72	38,293.07	46,215.94	Accounting Technician Building Maintenance Technician Equipment Mechanic Firefighter/EMT Lead Telecommunicator

City of Hendersonville

Position Allocation to Salary Range

<i>GRADE</i>	<i>HIRING RATE</i>	<i>MIN</i>	<i>MID</i>	<i>MAX</i>	<i>Position</i>
10	31,888.45	33,482.88	40,204.24	48,520.03	Street Maintenance Crewleader
					Police Officer
					Senior Administrative Support Specialist
					Senior Accounting Technician
					Senior Facility Maintenance Mechanic
					Traffic Control Technician
					Utility Operations Support Specialist
					City Tax Collector
					Environmental Services Crew Leader
					Treatment Plant Operator II
11	33,483.19	35,157.35	42,215.48	50,947.76	Equipment Services Specialist
					Fire Engineer
					Line Maintenance Crewleader
					Zoning Code Enforcement Officer
					Property Maintenance Supervisor
					Inflow & Infiltration Technician
					Leak Detection Technician
					Public Information Officer
					Promotions Coordinator
12	35,156.52	36,914.34	44,315.25	53,494.94	Utility Operations Support Supervisor
					Police Detective
					Laboratory Technician
					Environmental Services Coordinator
					Budget & Management Analyst
					Payroll Benefits Coordinator
					Treatment Plant Operator III
13	36,916.80	38,762.64	46,544.42	56,172.05	Administrative Aide
					Building Maintenance Supervisor
					Fire Lieutenant
					Deputy Fire Marshal
					Fleet Maintenance Superintendent
					Meter Services Supervisor
					Police Sergeant
					Environmental Services Supervisor
					Street Maintenance Supervisor
					GIS Analyst
14	38,763.01	40,701.16	48,870.52	58,978.03	Collections & Distribution Systems Supervisor
					Police Communications & Technology Manager
					Laboratory Supervisor
					Treatment Plant Supervisor
					Quality Excellence Coordinator
					Paralegal

City of Hendersonville

Position Allocation to Salary Range

<i>GRADE</i>	<i>HIRING RATE</i>	<i>MIN</i>	<i>MID</i>	<i>MAX</i>	<i>Position</i>
15	40,698.28	42,733.19	51,314.49	61,930.70	Fire Captain
					Assistant to City Manager
					Investigations Lieutenant
					Police Lieutenant
					Planner
					Facility Maintenance Superintendent
					Accountant
					Engineering Technician
					Construction Inspector
16	42,734.13	44,870.84	53,879.48	65,024.83	Electrical and Instruction Technician
					City Clerk
					Main Street / Economic Development Director
17	44,869.53	47,113.01	56,572.30	68,275.07	Fire Marshal
					Treatment Plant Superintendent
					Senior Accounting Supervisor
					Revenue Accounting Supervisor
18	47,113.90	49,469.59	59,402.91	71,691.92	Assistant Finance Director
					Deputy Fire Chief
					Police Captain
19	49,471.43	51,945.00	62,372.35	75,273.27	
20	51,943.16	54,540.32	65,489.52	79,035.88	Assistant Police Chief
					Assistant Public Works Director
					Zoning Administrator
					Technology and Metering Manager
21	54,540.64	57,267.67	68,766.49	82,992.34	Civil Engineer
					GIS Administrator
					Utilities Engineer
22	57,265.94	60,129.24	72,202.72	87,139.49	Assistant Utilities Director
					Human Resources Director
23	58,978.03	61,926.93	75,237.64	91,497.25	Fire Chief
					Information Technology Director
					Downtown Economic Development Director

City of Hendersonville

Position Allocation to Salary Range

GRADE	HIRING RATE	MIN	MID	MAX	Position
24	63,136.71	66,293.54	79,604.83	96,072.95	Finance Director
					Planning Director
					Public Works Director
					Police Chief
					City Engineer
					Development Assistance Director
25	66,296.84	69,611.69	83,585.39	100,873.93	
26	69,612.05	73,092.66	87,767.64	105,923.23	Utilities Director

Below is a summary of the grades and scale:

GRADE	HIRING RATE	MIN	MID	MAX
1	\$ 20,554.51	\$ 21,582.24	\$ 27,267.19	\$ 31,278.62
2	\$ 21,585.53	\$ 22,664.81	\$ 27,214.78	\$ 32,844.04
3	\$ 22,662.66	\$ 23,795.79	\$ 28,572.72	\$ 34,482.78
4	\$ 23,794.27	\$ 24,983.99	\$ 30,000.34	\$ 36,206.40
5	\$ 24,985.61	\$ 26,234.89	\$ 31,501.82	\$ 38,018.03
6	\$ 26,235.62	\$ 27,547.41	\$ 33,077.70	\$ 39,919.77
7	\$ 27,546.41	\$ 28,923.73	\$ 34,731.11	\$ 41,915.81
8	\$ 28,924.26	\$ 30,370.47	\$ 36,467.82	\$ 44,011.39
9	\$ 30,370.21	\$ 31,888.72	\$ 38,293.07	\$ 46,215.94
10	\$ 31,888.45	\$ 33,482.88	\$ 40,204.24	\$ 48,520.03
11	\$ 33,483.19	\$ 35,157.35	\$ 42,215.48	\$ 50,947.76
12	\$ 35,156.52	\$ 36,914.34	\$ 44,315.25	\$ 53,494.94
13	\$ 36,916.80	\$ 38,762.64	\$ 46,544.42	\$ 56,172.05
14	\$ 38,763.01	\$ 40,701.16	\$ 48,870.52	\$ 58,978.03
15	\$ 40,698.28	\$ 42,733.19	\$ 51,314.49	\$ 61,930.70
16	\$ 42,734.13	\$ 44,870.84	\$ 53,879.48	\$ 65,024.83
17	\$ 44,869.53	\$ 47,113.01	\$ 56,572.30	\$ 68,275.07
18	\$ 47,113.90	\$ 49,469.59	\$ 59,402.91	\$ 71,691.92
19	\$ 49,471.43	\$ 51,945.00	\$ 62,372.35	\$ 75,273.27
20	\$ 51,943.16	\$ 54,540.32	\$ 65,489.52	\$ 79,035.88
21	\$ 54,540.64	\$ 57,267.67	\$ 68,766.49	\$ 82,992.34
22	\$ 57,265.94	\$ 60,129.24	\$ 72,202.72	\$ 87,139.49
23	\$ 58,978.03	\$ 61,926.93	\$ 75,237.64	\$ 91,497.25
24	\$ 63,136.71	\$ 66,293.54	\$ 79,604.83	\$ 96,072.95
25	\$ 66,296.84	\$ 69,611.69	\$ 83,585.39	\$100,873.93
26	\$ 69,612.05	\$ 73,092.66	\$ 87,767.64	\$105,923.23



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Chief Herbert Blake

Department: Police

Date Submitted: 07/20/2015

Presenter: Chief Herbert Blake

Date of Council Meeting to consider this item: 08/06/2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 05o

The Hendersonville Housing Authority is requesting that the Police Department contract with them to provide two (2) police officers to work as housing patrol units. Currently there is a contract between Housing and the Sheriff, which expires September 31. The Sheriff has opted to cancel the contract.

The two officers would patrol housing units in Hendersonville (345 units), Fletcher (10 units), and Etowah (20 units) and assist Housing office employees with evictions, background checks, inspections, and other related duties. The total population of housing is approximately 850 persons.

The contract would be beneficial to our department because Housing has agreed that the two officers will be available to assist our regular patrol as backup or as extra units when extremely busy. It would also in effect be more patrols, especially in the housing areas. Also, HPD would have full access to the surveillance camera system to investigate crimes and suspicious activity.

Housing owns two patrol vehicles which will be re-branded to HPD patrol vehicles and fuel will be provided by the Housing Authority. All other costs, including vehicle maintenance, equipment, and salaries / benefits will be paid by Housing.

The proposed contract is initially set for a two year period with option to renew. The proposed contract price is \$115k per year, paid in quarterly payments of \$28,750. The contract would start October 1 of this year and end September 30, 2017.

Budget Impact: \$ 115,000 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Payments from the Hendersonville Housing Authority, \$28,750 quarterly, for two years.

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

I move to approve the contract between the City of Hendersonville and the Hendersonville Housing Authority. I also move to approve the associated budget amendment providing budget for the two officers.

Attachments:

Proposal highlight document with expense list.
Budget Amendment

Proposal for Two Housing Authority Officers under Contract with Hendersonville Police.

- Two year contract, running from October 1, 2015 to September 30, 2017.
- Payable in quarterly installments of \$28,750 (\$115,000.00 yearly, October to September.)
- Two officers would patrol housing units in Hendersonville (345 units), Fletcher (10 units), and Etowah (20 units) and assist Housing office employees with evictions, background checks, inspections, and other related duties. The total population of housing is approximately 850 persons.
- HPD jurisdiction applies to Fletcher and Etowah units when contract is signed.
- Officers are allowed to assist regular patrol units as backup, and perform other HPD duties as needed.
- Officer's schedules would be set reflecting our current schedule where officer has every other weekend off, and there would be an officer working every day of the week, from 11 to 11 or 12 to 12. (Except when officer sick or on vacation.)
- Housing would prefer officers with experience over new hires. HPD proposal is to assign experienced officers, assigning rank of Sergeant to housing positions.
- Housing owns two patrol vehicles that would be re-stripped from Sheriff to Police. The patrol vehicles are fully equipped. Part of the contract funds will pay for maintenance on the two vehicles. The County has asked that in the contract we stipulate that if Housing cancels contract that the equipment in the vehicles must come out unless going to another law enforcement agency.
- Fuel provided by housing authority.
- We have agreed that at the end of the initial two year contract the vehicles will be assed and a plan be proposed to replace the vehicles if needed.
- HPD would have access to the camera system at housing to investigate crimes. HPD would also benefit in having better communication and service by housing officers over our current access with the County having control.

In summary, the City would benefit by having better access to housing, housing cameras, the added backup of the officer to respond to other City calls and do routine patrolling outside housing areas, and the possibility of more advancement opportunity.

Category	Item	Year 1 Cost
Salary & Benefits		46,300.00
Add Sgt. Salary		2,500.00
Vehicle	Patrol Vehicle	0.00
	Striping	700.00
	Lightbar	300.00
	Other Lights	0.00
	Cage	0.00
	Computer Mount	0.00
	Computer	0.00
	Radio	0.00
	Siren & Speaker	0.00
	Printer	300.00
	Installation	300.00
	Fuel	0.00
	Vehicle Repair/Maint.	2,000.00
Equipment	Pistol	550.00
	Taser	850.00
	Belt & Belt Gear	100.00
	Handcuffs	50.00
	Flashlight	150.00
	Vest	650.00
	Portable Radio	750.00
	Body Camera	850.00
Uniforms	Shirts	100.00
	Pants	100.00
	Shoes	100.00
	Jacket	100.00
	Coat	200.00
	Badge & Brass	200.00
Hiring Costs	Mental Evaluation	350.00
	Total Cost per Officer	57,500.00
	Total for 2 Officers	115,000.00
	Total for 2 Year Contract	230,000.00

**AGREEMENT TO PROVIDE INCREASED AND DEDICATED PATROLS TO
HENDERSONVILLE HOUSING AUTHORITY**

THIS AGREEMENT entered into between HENDERSONVILLE HOUSING AUTHORITY ("HHA") and the CITY OF HENDERSONVILLE ("City") as of the 1st day of October 2015.

WHEREAS, HHA has need of additional law enforcement services on and about the properties and functions of HENDERSONVILLE HOUSING AUTHORITY in order to provide for the additional safety and protection of its staff, community, and all persons in and around properties of HHA, and

WHEREAS, the parties desire to set forth in writing their agreement as to this special law enforcement service;

NOW THEREFORE, it is agreed between HHA and the City as follows:

1. THE CITY SHALL FURNISH DEDICATED PERSONNEL FOR ENFORCEMENT:

During the term of this agreement, the City agrees to furnish two sworn police officers who shall be assigned to provide dedicated law enforcement protection and patrol within the property, premises, and functions of HHA. The officers shall be trained and experienced and are to be selected by the Hendersonville Chief of Police in accordance with Paragraph 3 below. In addition, the City will provide regular employee benefits as defined by City of Hendersonville Personnel Policy and applicable law.

The officers assigned to HHA will be under the supervision of the recognized chain of command of the Hendersonville Police Department ("HPD"). The HPD shall provide administrative and field support as necessary without additional charge to the HHA.

2. SPECIFIC REQUIREMENTS UNDER THIS AGREEMENT:

The City agrees to provide two full-time sworn officers for the purpose of providing foot patrols and roving patrols during hours to be agreed upon between HHA and the City and for interaction with visitors, staff and community. HHA agrees to provide to the City the monetary funding for the Deputy, including training and equipment as specifically set forth in paragraph (4) below.

3. HIRING AND SELECTION OF OFFICERS

(a) The City agrees that the personnel assigned to HHA will be sworn officers who demonstrate a capability to relate to the business operators, residents and visitors of HHA so that the officers may further public relations and good will. Although the decision as to which officer to assign to

HHA shall remain the prerogative of the City, the City will make good faith efforts to assign an officer who demonstrates an ability to function efficiently in the environment of HHA. The City will consult with HHA in connection with the assignment of such officers and if a particular officer becomes unsatisfactory to HHA, HHA shall make its concern known to the City and the City will take reasonable actions, which may be replacement of the assigned officer.

(b) The City agrees that the officer assigned to HHA will make every reasonable effort to become knowledgeable about any problem areas within and surrounding HHA, in order to help develop an effective line of communication between the City and HHA. The City also agrees that the City will assist with crime prevention programs in HHA. The officer assigned to HHA will attend any meetings deemed appropriate by HHA and the City.

(c) The City will provide to HHA copies of such incident reports, arrest reports and other public documents generated by the City which reflect any actual or potential criminal activity in or around HHA upon request unless prohibited by law.

(d) The City shall provide HHA with a completed periodic activity report with supporting documentation attached in a form and frequency agreed to by HHA and the City.

(e) The assigned officers' primary responsibility shall be the HHA, including the geographical surroundings of the HHA.

(f) This agreement is for extraordinary law enforcement support service and is not intended to eliminate or replace basic law enforcement services which are currently provided to HHA by the City. To this end, HHA and the City recognize that the Hendersonville Police Department will retain primary responsibility for answering calls for service to HHA in areas within the City of Hendersonville.

(g) Although officers assigned to HHA may be called to emergency duty in areas other than HHA and the immediate surrounding area, the City agrees that substantially all of the time and efforts of the officers assigned to HHA shall be devoted to providing law enforcement services in HHA and the immediate surrounding areas. Should unforeseen developments cause this to change, the City agrees, when reasonably possible, to give notice to HHA before assigning an officer to other duties without also providing a satisfactory replacement under the provisions of Paragraph (3).

(h) The deputy assigned to HHA may be absent from the HHA due to normal sickness, court, vacation or training obligations, and there will be no set-off or deduction of payment due to such absences. The City agrees to make reasonable efforts to temporarily or permanently replace a deputy assigned to HHA in the case of an expected long-term absence.

(i) The City shall pay all salaries, taxes and amounts due to the officers described in this agreement in accordance with City policies and in accordance with the Fair Labor Standards Act.

(j) Both parties acknowledge that any services provided by the City under this agreement for geographical points outside the city limits of the City of Hendersonville is limited and shall not be construed as primary law enforcement activity. Officers generally have no primary enforcement powers outside the said city limits and are available only in the limited capacity as witnesses, backup and like services.

4. WEAPONS, VEHICLES, EQUIPMENT AND TRAINING

(a) All equipment supplied by the HPD will be itemized as a part of agreement where HHA agrees to fund within the contract the equipment that will be issued to the officers.

(b) The HPD agrees to provide all administrative support necessary for these officers at no additional cost.

(c) The HPD agrees that the officers assigned to this detail shall be considered regular employees of the Hendersonville Police Department.

(d) All equipment purchased by the HPD pursuant to this agreement, whether purchased with HHA funds or HPD funds, shall become the property of the City of Hendersonville and shall be retained by the City upon the conclusion of this contract unless otherwise stipulated.

(e) HHA shall have the right to retain any vehicle purchased hereunder less specialized police equipment and markings upon termination of this agreement.

(e) The officers assigned to HHA services shall be considered regular employees of the City of Hendersonville.

(f) The City shall submit for prior approval to HHA all proposed funding for equipment or training not provided for in paragraph (10).

5. STATUS OF OFFICERS ASSIGNED TO HHA

The officers assigned to HHA under this agreement shall be considered employees of the City and not employees of HHA. The City shall hold the HHA harmless for all injuries to person or property caused by the City including the officers provided pursuant this agreement.

No agent, employee or representative of HHA shall use or operate any law enforcement vehicle, including specifically any vehicle dedicated to City police department use. HHA shall be wholly responsible for the insurance, licensing and maintenance of the vehicles used by the City police officers pursuant to this agreement and other equipment provided to officers under this agreement. The vehicles shall at all times be titled to HHA.

6. TERM OF AGREEMENT

The term of this agreement shall be two years beginning 1 October 2015. This agreement may be terminated by either party upon six months' written notice to the other party.

7. RESPONSIBILITY FOR PERSONNEL AND FOR DAMAGES

In conducting the duties under this agreement, HHA shall not be responsible for any workers' compensation benefits or damages incurred by any officer while performing any duty under this contract. At all times officers shall be employees of the City. HHA shall not bear any responsibility for injury to officers not caused by HHA, and need not carry workers' compensation insurance covering such officer.

8. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing contained herein shall be deemed a waiver of any defense based on governmental immunity that may otherwise be available to the City or any officer, employee, or agent of the City except as provided by North Carolina General Statutes.

9. MISCELLANEOUS

This agreement shall represent the entire agreement between the parties and may not be modified or amended except by written agreement signed by HHA and the City.

10. PAYMENT

HHA shall pay to the City each quarter the sum of \$28,750.00, which shall include payment for salary, benefits, patrol vehicle, vehicle maintenance, and basic annual equipment costs. Payment will be due and payable by HHA not later than the tenth day of the month following the end of the quarter of service.

The signatories hereto warrant that they are authorized to bind their principals to this agreement. This agreement may be terminated by either party upon 180 days' written notice. HHA and the City have executed this contract in duplicate originals, with one original being retained by each party.

BUDGET AMENDMENT

FUND: 10

ACCOUNT NUMBER		DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
ORG	OBJECT			
100030	432700	HHA Reimbursement	115,000.00	
104310	512100	Salaries & Wages - Reg.	71,964.00	
104310	518100	FICA Tax Expense	5,876.00	
104310	518200	Retirement Expense	9,331.00	
104310	518300	Group Med/Life Ins	11,292.00	
104310	519000	Professional Services	700.00	
104310	521200	Uniforms	1,600.00	
104310	525300	Vehicle Parts	2,337.00	
104310	529900	Supplies & Materials	7,900.00	
104310	535300	R&M Auto/Trucks	4,000.00	
		TOTALS IN BALANCE	\$ 230,000.00	\$ -

A budget amendment to appropriate funding provided to the City by a contract with the HHA. The HHA is providing \$115,000 this year and in return will receive police service in specified areas. This revenue will provide funding to hire two additional officers.

[Signature] on behalf of John Connet
CITY MANAGER

Date: 08/30/15

APPROVED BY CITY COUNCIL: _____ DATE: 8/6/2015



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Administration

Date Submitted: 07/06/15

Presenter: Brian Pahle

Date of Council Meeting to consider this item: 08/06/15

Nature of Item: Council Action

Summary of Information/Request:

Item # 05p

A request to revise the adopted Fee Schedule for FY15-16.

The detail of this revision includes a text amendment to a development assistance fee adding the terminology waiver to improve clarity. Additionally, system development fees were inadvertently left off the fee schedule for budget adoption. These fees are the same as prior years and need to be added back into the fee schedule. An itinerary merchant fee was added as it did not need to be removed when privilege licenses were revoked. Also, terminology was added to clarify the new traffic enforcement fees.

Revisions are attached below, highlighted in yellow (strike-through and underlines provided).

Budget Impact: \$0 Is this expenditure approved in the current fiscal year budget? Yes 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 revised Fee Schedule for FY15-16 as presented.

Attachments:

See below...

**CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2015 - 2016**

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 <u>Waiver</u> , 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

*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.*



**CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2015 - 2016**

DESCRIPTION	COST/CHARGE/FEE
DEVELOPMENT ASSISTANCE	
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)
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

ENGINEERING	
Stormwater Permit Fee	\$500.00

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	\$50.00
(Fee per site) (excludes special events)	



**CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2015 - 2016**

DESCRIPTION	COST/CHARGE/FEE
FIRE DEPARTMENT	
Construction Plans Review	
Commercial hood suppression systems	\$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
Explosives and fireworks	\$100.00
Re-inspection Fee (Follow-up) per re-inspection	\$100.00
Work without a permit	\$250.00
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 Marshall/Deputy Fire Marshall - 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	
Business Registry Fee	\$50.00
Credit Card Processing Fee (per transaction) for Tax Payments	2.75%
Credit Card Processing Fee (per \$300) for Water & Sewer Bills	\$2.95
Returned check fee	\$25.00
Returned electronic item fee	\$10.00
Rejected bank draft	\$5.00
<u>Itinerant Merchant/Peddlers Fee</u>	<u>\$100.00</u>

POLICE	
Fingerprinting	\$10.00
Precious Metals Dealer Background Check	\$75.00
Parking Fees, Fines & Penalties:	
Monthly parking space fee	\$20.00
Monthly parking space fee in the municipal service business district	\$30.00
Skyland Refundable Parking Permit	\$25.00
Construction parking permit (per day)	\$5.00
Parking meter (per 1/2 hour)	\$0.50
Overtime/Expired meter	\$25.00
Subsequent overtime	\$50 + Doubles each O/T
Loading Zone/15 minute parking	\$25.00
Crosswalk	\$25.00
Handicapped	\$250.00
Fire Lane	\$100.00
Fire Hydrant	\$100.00
<u>Limited Zone (Same Block Parking)</u>	<u>\$50.00</u>
<u>All Other Parking Violations C.O. 50</u>	<u>\$25.00</u>
Penalty after 15 days	\$25.00
Penalty after 30 days additional	\$50.00
Habitual Offender (3 Tickets or more in 30 days)	\$100.00

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



CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2015 - 2016

DESCRIPTION	COST/CHARGE/FEE
PUBLIC WORKS	
Boyd Park Mini-Golf Admission	
Adults	\$3.00
Children	\$2.00
Oakdale Cemetery Lots (per grave space)	
City Resident	\$500.00
Out of City Resident	\$1,000.00
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	
Lap Swim	\$4.00
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
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
Punch Pass - Adult - City Resident (15 admissions)	\$30.00
Punch Pass - Adult - Non City Resident (15 admissions)	\$50.00
Punch Pass - Youth - City Resident (15 admissions)	\$25.00
Punch Pass - Youth - Non City Resident (15 admissions)	\$45.00
Miscellaneous	
Backhoe (per hour)	\$80.00
Building Maintenance Fees (per hour)	\$45.00
Bush Hogs/Tractor Mowing (per hour)	\$80.00
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
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
Sanitation Services	
Special Loads (tipping fee added to special fee)	\$150.00
(collected with knuckleboom using city staff)	
Small Special load (collected with pickup truck and city staff)	\$50.00
Environmental Services Base Fee	\$2.00
Environmental Services	
<i>Residential Services</i>	
Residential - 96-gal container (non recycler)	\$20.00
Residential - 96-gal container (actively recycles)	\$16.50
Residential - 32-gal container (non recycler)	\$18.00
Residential - 32-gal container (actively recycles)	\$14.25



**CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2015 - 2016**

DESCRIPTION	COST/CHARGE/FEE
PUBLIC WORKS	
<i>Commercial Services</i>	
Commercial Recycling Collection (up to four 65 gallon carts emptied once per week)	\$10.00
Commercial Recycling Collection (up to four 65 gallon carts emptied twice per week)	\$20.00
Commercial-Business refuse pickup per can (96-gal)	\$25.50
Commercial-Business refuse pickup per can (96-gal) (Actively Recycles)	\$22.00
Stolen/Damaged Cart Replacement Fee	\$100.00
<i>Mulch/Composted Leaves</i>	
2.5 CY (small truck or small trailer)	\$10.00
10 CY (single axle dump truck or equivalent)	\$40.00
We will sell to residents, non-residents and businesses. (2.5 CY = one scoop of backhoe loader front bucket.)	
WATER AND SEWER	
Water Rate Schedule	
Deposits	
Water & Sewer Service Deposit	\$100.00
<i>Inside City Limits</i>	
Residential	
Base Charge per Account	\$5.62 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$2.72 per 1000 gallons
> 40,000 gallons	\$2.99 per 1000 gallons
Commercial/Industrial	
Base Charge per Account	\$5.62 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$2.72 per 1000 gallons
40,000 - 200,000 gallons	\$2.07 per 1000 gallons
> 200,000 gallons	\$2.14 per 1000 gallons
Irrigation	
Base Charge per Account	\$6.08 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$2.99 per 1000 gallons
> 40,000 gallons	\$3.29 per 1000 gallons
<i>Outside City Limits</i>	
Residential	
Base Charge per Account	\$8.38 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$4.33 per 1000 gallons
> 40,000 gallons	\$4.76 per 1000 gallons
Commercial/Industrial	
Base Charge per Account	\$8.38 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$4.33 per 1000 gallons
40,000 - 200,000 gallons	\$3.23 per 1000 gallons
> 200,000 gallons	\$3.07 per 1000 gallons
Municipal	
Base Charge per Account	\$8.38 per month
Rate per 1,000 Gallons	
All Usage	\$2.82 per 1000 gallons



**CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2015 - 2016**

DESCRIPTION	COST/CHARGE/FEE	
WATER AND SEWER		
Irrigation		
Base Charge per Account	\$9.12 per month	
Rate per 1,000 Gallons		
0 - 40,000 gallons	\$4.76 per 1000 gallons	
> 40,000 gallons	\$5.23 per 1000 gallons	
Bulk Water Sales		
Base Charge per Account	\$9.12 per month	
Rate per 1,000 Gallons		
0 - 40,000 gallons	\$4.76 per 1000 gallons	
> 40,000 gallons	\$5.23 per 1000 gallons	
<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	\$75.00	
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%	
System Development Charges (SDC)		
System Development Charges (SDC) - New Customers (Residential and Commercial)		
<u>Meter Size, Inches</u>	<u>Meter Equivalent</u>	<u>Cost</u>
5/8"	1	\$1,430.00
1"	3	\$2,330.00
1-1/2"	5	\$4,650.00
2"	7	\$7,500.00
3"	10	\$14,930.00
4"	16	\$23,400.00
6"	40	\$46,730.00
8"	70	\$74,780.00
10"	100	\$107,480.00
*System Development Charges (SDC) - Existing Customers (Residential Only)		
5/8"	1	\$950.00
1"	3	\$1,550.00
*Eligible for financing SDCs up to 36-months		
<i>Fees - associated with financing of System Development Charges (SDC):</i>		
Title Search for SDC financing agreement	\$250.00	
Note & Deed of Trust Document Preparation for SDC financing agreement	\$200.00	
Subordination agreement preparation-per recorded lien for SDC financing	\$50.00	
County Register of Deeds Recording fee per document -SDC financing	\$26.00	
Copies - .25 per page for copies from Register of Deeds - SDC financing	\$0.25	
Engineering Review Fees		
Line Extensions	\$300.00	
Pump Stations	\$75.00	
Storage Tanks	\$75.00	



CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2015 - 2016

DESCRIPTION	COST/CHARGE/FEE
WATER AND SEWER	
Miscellaneous Fees	
Credit Card Processing Fee (per \$300)	\$2.95
Returned check fee	\$25.00
Returned electronic item fee	\$10.00
Rejected bank draft	\$5.00
Late Payment Fee (5 days after due date)	\$10.00
Late Payment Fee (10 days after due date)	\$15.00
Reconnection for Non-Payment – During Business Hours	\$40.00
<u>Administrative Disconnection Fee</u>	<u>\$40.00</u>
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
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>	
Sewer Rate Schedule	
Retail - Inside	
Base Charge per Account	\$6.28 per month
Rate per 1,000 Gallons	\$4.33 per 1000-gallons
Retail - Outside	
Base Charge per Account	\$9.45 per month
Rate per 1,000 Gallons	\$6.93 per 1000-gallons
Municipal	
Base Charge per Account	\$9.45 per month
Rate per 1,000 Gallons	\$6.60 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



CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2015 - 2016

DESCRIPTION	COST/CHARGE/FEE
WATER AND SEWER	
System Development Charges (SDC)	
System Development Charges (SDC) - New Customers (Residential and Commercial)	
<u>Meter Size, Inches</u>	<u>Meter Equivalent</u>
<u>5/8"</u>	<u>1</u>
<u>1"</u>	<u>3</u>
<u>1-1/2"</u>	<u>5</u>
<u>2"</u>	<u>7</u>
<u>3"</u>	<u>10</u>
<u>4"</u>	<u>16</u>
<u>6"</u>	<u>40</u>
<u>8"</u>	<u>70</u>
<u>10"</u>	<u>100</u>
<u>Cost</u>	
	<u>\$1,280.00</u>
	<u>\$2,100.00</u>
	<u>\$4,200.00</u>
	<u>\$6,750.00</u>
	<u>\$13,500.00</u>
	<u>\$21,080.00</u>
	<u>\$42,080.00</u>
	<u>\$67,350.00</u>
	<u>\$96,830.00</u>
*System Development Charges (SDC) - Existing Customers (Residential Only)	
<u>5/8"</u>	<u>1</u>
<u>1"</u>	<u>3</u>
	<u>\$850.00</u>
	<u>\$1,400.00</u>
*Eligible for financing SDCs up to 36-months	
<i>Fees - associated with financing of System Development Charges (SDC):</i>	
Title Search for SDC financing agreement	\$250.00
Note & Deed of Trust Document Preparation for SDC financing agreement	\$200.00
Subordination agreement preparation-per recorded lien for SDC financing	\$50.00
County Register of Deeds Recording fee per document -SDC financing	\$26.00
Copies - .25 per page for copies from Register of Deeds - SDC financing	\$0.25
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
**Sewer system development charge (SDC) calculated using residential equivalent unit (REU) of 360-gallons per day.	
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





CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Administration

Date Submitted: 07/07/15

Presenter: Brian Pahle

Date of Council Meeting to consider this item: 08/06/15

Nature of Item: Council Action

Summary of Information/Request:

Item # 05q

Budget Amendments (6):

- 1) to address holiday pay which was previously paid with compensation time, now we will be paying out holiday pay hours when worked...
- 2) to address minor changes in the worker's compensation insurance budget...
- 3) to provide budget for the HCPED 501(3)c donation...
- 4) to provide funding for Public Works mezzanine improvements that would have been paid for in last year's budget but did not process in time, this is essentially using money from last year that was reverted to fund balance...
- 5) to provide funding for changes associated with an HR Coordinator position and additional general salary adjustments...
- 6) to establish a budget for the motorcycle grant accepted at July's budget meeting...

The budget amendments are attached and provide more background and detail to the changes. These changes will not have major impacts on the budget.

Budget Impact: \$237,460 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Contingencies and fund balance (multiple funds). W/S = \$142,769 GF = \$9,191 Fund 343 = \$85,500

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

I move to approve the attached budget amendments as presented.

Attachments:

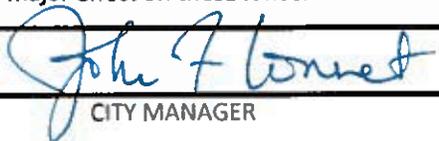
See below...

BUDGET AMENDMENT

FUND: 10, 60, & 68

ACCOUNT NUMBER		DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
ORG	OBJECT			
104250	519250	Holiday Pay	1,196.00	
104270	519250	Holiday Pay	963.00	
104510	519250	Holiday Pay	1,871.00	
104520	519250	Holiday Pay	608.00	
104710	519250	Holiday Pay	1,971.00	
109910	599100	Contingencies		6,609.00
604250	519250	Holiday Pay	561.00	
607124	519250	Holiday Pay	18,578.00	
607134	519250	Holiday Pay	3,086.00	
609910	599100	Contingencies		22,225.00
684250	519250	Holiday Pay	113.00	
684710	519250	Holiday Pay	16,817.00	
684720	519250	Holiday Pay	322.00	
689910	599100	Contingencies		17,252.00
		TOTALS IN BALANCE	\$ 46,086.00	\$ 46,086.00

Holiday pay for the public works, environmental services, and water treatment plant divisions of the City were missed in the budget. I was unable to see past history of actual expenses for this sense the divisions were allowing their employees to take compensation time for holidays worked instead of paying them for it. We will be implementing a policy requiring the payment of holiday pay when worked, so we will need to budget the appropriate amounts. The General Fund will utilize \$6,609 of its contingency, the Water & Sewer Fund will utilize \$22,225 of its contingency, and the environmental services fund will utilize \$17,252 of its contingency. This will not have a major effect on these funds.


CITY MANAGER

Date: 7-7-15

APPROVED BY CITY COUNCIL:

DATE: 8/6/2015

BUDGET AMENDMENT

FUND: 10, 60, & 68

ACCOUNT NUMBER			INCREASE	DECREASE
ORG	OBJECT	DESCRIPTION OF ACCOUNT		
104120	518600	Worker's Comp Ins		1.00
104150	518600	Worker's Comp Ins	1.00	
607123	518600	Worker's Comp Ins		18.00
607110	518600	Worker's Comp Ins	18.00	
607134	518600	Worker's Comp Ins		400.00
607136	518600	Worker's Comp Ins		199.00
607124	518600	Worker's Comp Ins	599.00	
684250	518600	Worker's Comp Ins		2.00
684720	518600	Worker's Comp Ins		5.00
689910	599100	Contingencies		1.00
684710	518600	Worker's Comp Ins	8.00	
		TOTALS IN BALANCE	\$ 626.00	\$ 626.00

Worker's Compensation Insurance is not billed until after the fiscal year begins so in budgeting you make an estimate of the costs. The actual cost came in approximately \$5,277.93 short of the total budget so the City will not expend all of its worker's compensation insurance expenditures. These amendments are needed because when the bill is broken down certain division need to pay more than what was estimated for them while others will pay less. The bottom line is there is enough budget in worker's comp. accounts to cover the actual bill, and some money needs to move from one division to another.


 CITY MANAGER

Date: 07/7/15

APPROVED BY CITY COUNCIL:

DATE: 8/6/2015

BUDGET AMENDMENT

100,000.00

FUND:

ACCOUNT NUMBER		DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
ORG	OBJECT			
609620	561600	Henderson Co. P'ship for Econ. Development	50,000.00	
600090	499200	Fund Balance Approp.	50,000.00	
TOTALS IN BALANCE			\$ 100,000.00	\$ -

100,000.00

On July 2nd, 2015 the City Council voted unanimously to provide \$50,000 worth of funding to the Henderson Co. Partnership for Economic Development's 501(3)c. This funding is for economic development purposes and will benefit and highly involve the City's Water and Sewer Fund. The donation was directed to be donated by the Water and Sewer Fund by Council.


 CITY MANAGER

Date: 7-7-15

APPROVED BY CITY COUNCIL: _____ DATE:

BUDGET AMENDMENT

FUND: 60 & 10

ACCOUNT NUMBER		DESCRIPTION OF ACCOUNT	DEBITS	CREDITS
ORG	OBJECT			
W/S Cust. Service Rep. Position				
607113	512100	Salaries & Wages - Reg.	15,011.00	
607113	518100	FICA Tax Expense	1,149.00	
607113	518200	Retirement Expense	1,002.00	
607113	518300	Group Med/Life Ins	(564.00)	
600090	499200	Fund Balance Appropriation		16,598.00
W/S Accountant Position				
607113	512100	Salaries & Wages - Reg.	21,367.00	
607113	518100	FICA Tax Expense	1,635.00	
607113	518200	Retirement Expense	1,426.00	
607113	518300	Group Med/Life Ins	2,823.00	
600090	499200	Fund Balance Appropriation		27,251.00
W/S HR-Coordinator Position				
607110	512100	Salaries & Wages - Reg.	22,930.00	
607110	518100	FICA Tax Expense	1,755.00	
607110	518200	Retirement Expense	1,530.00	
607110	518300	Group Med/Life Ins	2,823.00	
600090	499200	Fund Balance Appropriation		29,038.00
GF HR-Coordinator Position				
104120	512100	Salaries & Wages - Reg.	22,930.00	
104120	518100	FICA Tax Expense	1,755.00	
104120	518200	Retirement Expense	1,530.00	
104120	518300	Group Med/Life Ins	2,823.00	
104130	512100	Salaries & Wages - Reg.		23,496.00
104130	518100	FICA Tax Expense		1,755.00
104130	518200	Retirement Expense		1,530.00
104130	518300	Group Med/Life Ins		2,257.00
P/T W/S Finance Cust. Service Position				
607113	512900	Salary & Wages - P/T	17,392.00	
607113	518100	FICA Tax Expense	1,331.00	
607113	518200	Retirement Expense	1,159.00	
600090	499200	Fund Balance Appropriation		19,882.00
TOTALS IN BALANCE			\$ 121,807.00	\$ 121,807.00

A budget amendment associated with the movement of a City Tax Collector position to a W/S Cust. Service Rep. position, hiring of an Accountant position and an HR-Coordinator position with the remaining funds from the City Tax Collector position, and the hiring of a Zoning Code Enforcement Officer with the remaining funds from an Administrative Aide position that is no longer filled. In addition, a P/T W/S Cust. Service Rep. position was inadvertently left off of the adopted budget. The Water and Sewer Fund will appropriate approximately \$92,769 of fund balance to cover this recurring personnel expenditures and is able to do so, as it has been reverting close to \$2 million to fund balance per year for the past seven years. The General Fund stands to free up approximately \$9,737 which will be budgeted to contingencies. This is possible because of the indirect costs appropriated to the Water and Sewer Fund through personnel cost splits.


 CITY MANAGER

Date: 8/6/15

APPROVED BY CITY COUNCIL:

DATE:

8/6/2015



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Sam Fritschner

Department: Legal

Date Submitted: 30 July 2015

Presenter: John Connet

Date of Council Meeting to consider this item: 6 August 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 05r

The City's parking enforcement initiative has suggested that the parking enforcement personnel might more effectively patrol City parking meters if the hours of operation more closely coincided with City, rather than "legal" holidays.

In addition, since the term "legal holidays" is not always universally understood, it might be preferable to set City holidays out clearly in the ordinance.

The following proposed amendment would specifically set forth what constitute City holidays.

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 adoption of the motion amending City ordinance section 50-282 respecting days and hours of parking enforcement.

Attachments:

Proposed ordinance amendment

Ordinance #15-_____

AN ORDINANCE AMENDING SECTION 50-282 OF THE CODE OF ORDINANCES PERTAINING TO CITY PARKING METER HOURS AND DAYS OF OPERATION

WHEREAS, the Code of Ordinances Section 50-282 provides for hours and days of operation of City parking meters, and

WHEREAS, the said ordinance section provides for exceptions for "legal holidays," and

WHEREAS, to clarify what the said holidays are, and to ensure proper enforcement of parking hours by City personnel the City Council has determined to set the said holidays as City holidays and to enumerate the same,

WHEREAS, the City Council wishes to amend the ordinance to clarify the said intent,

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

SECTION 1. Hendersonville City Code Section 50-282 is hereby amended to read in full as follows:

Sec. 50-282. - Hours and days of operation.

All parking meters installed in accordance with the provisions of this division shall be in operation between the hours of 8:00 a.m. and 6:00 p.m. every day, except Sundays, and legal the following city holidays:

New Year's Day

Martin Luther King's Birthday

The Friday before Easter

Memorial Day

July 4

Labor Day

Veteran's Day (November 11)

Thanksgiving day and the Friday following Thanksgiving Day

Christmas Day and one additional day as follows:

When Christmas Day falls on:

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

The City observes:

Friday and Monday

Monday and Tuesday

Monday and Tuesday

Tuesday and Wednesday

Wednesday and Thursday

Thursday and Friday

Friday and Monday

When any recognized holiday falls on Saturday, the preceding Friday will be the designated holiday.

When any other recognized holiday falls on Sunday, the following Monday will be the designated holiday.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this sixth day of August 2015.

Barbara Volk, Mayor

Attest:

Tammie K. Drake, MMC, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Administration

Date Submitted: 07/24/2015

Presenter: John Connet

Date of Council Meeting to consider this item: 8/6/2015

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 06

As part of our Service Excellence Program, we will be recognizing three employees each quarter who have provided excellent customer service. These employees are selected from a group of nominations provided by other city employees and selected by members of our Service Excellence Design Team. The quarterly nominees will then have the opportunity to be selected as the Service Excellence Employee of the year as part of our annual Christmas event. We will be recognizing our first three nominees at the August City Council meeting.

Quarterly Nominees:

- Tammy Ledford - Public Works Department
- Larry Mundy - Public Works Department
- Troy Cornett - Water and Sewer Department

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

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

NA

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lew Holloway

Department: Development Assistance Dept

Date Submitted: 07/24/2015

Presenter: Lew Holloway

Date of Council Meeting to consider this item: 08/06/2015

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 07

Babs Newton has just completed an extremely productive tenure as a Downtown Advisory Committee member and we would like to recognize her contributions to the success of the program. In particular, we would like to draw attention to her tireless efforts to ensure the growth and continued success of the Rhythm & Brews Concert Series, our ever growing Friends of Downtown volunteer organization and to all of the special events that the Committee assists in putting on over the course of the year. Over the course of the last fiscal year the Friends of Downtown Volunteers contributed over 1,300 hours of volunteer service to the downtown program and associated events. This represents an over 300 hour increase from 13-14 and up from zero at the initiation of the Friends of Downtown in early 2013.

Babs continues to serve the city by volunteering for various events including Rhythm & Brews and as an active member the Downtown Promotions Sub-Committee. She has been a role model for other committee members and we are extremely grateful for her service.

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

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

Attachments:

Certificate



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Administration

Date Submitted: 7/17/15

Presenter: John Connet

Date of Council Meeting to consider this item: 08/04/15

Nature of Item: Council Action

Summary of Information/Request:

Item # 08

Mayor Volk received a request for the City of Hendersonville to adopt a proclamation affirming the "Charter of Compassion". We have prepared a proclamation for your consideration and included information from the Charter for Compassion website. The website makes the following statement on why communities participate: "The Campaign for Compassionate Communities has produced viable results that can be attributed to the Charter for Compassion. In cities and communities around the globe, those involved in Compassion initiatives have worked on community service, anti-bullying, homelessness, restorative justice and education efforts." We have invited the citizens who made the request to attend the meeting and receive the proclamation.

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 that the Hendersonville City Council adopt the proclamation affirming the Charter for Compassion in Hendersonville, NC.

Attachments:

- Proposed proclamation
- Charter of Compassion
- Website information

**PROCLAMATION
OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA
AFFIRMING THE CHARTER FOR COMPASSION**

- WHEREAS, the principle of compassion lies at the heart of all ethical and spiritual traditions, calling us always to treat all others as we wish to be treated ourselves; and
- WHEREAS, the Compassionate Action Network is promoting the Charter for Compassion and encourages affirming and utilizing the Charter as a way to stimulate individuals, schools and other institutions, businesses, communities, and municipalities in using compassion as a guiding principle of the City; and
- WHEREAS, as a Compassionate City there will be opportunities to connect with other communities regarding the establishment, maintenance, and enhancement of a culture of compassion throughout the world; and
- WHEREAS, the City of Hendersonville has a long and proud heritage of friendship and concern for the values of justice, equity and respect for peoples, animals, nature and the environment; and
- WHEREAS, those values, when applied, can have a profound effect on the learning in our schools, the way our businesses function, the compassionate service offered by our social service and faith communities, and the decision-making processes that impact the well-being of our citizens and the health of our environment; and
- WHEREAS, we acknowledge our role and responsibility to make compassion a clear, luminous and dynamic force in our community through educational efforts and deliberate actions; and
- WHEREAS, a Compassionate City deepens the quality and extent to which its citizens embrace compassionate action in caring for its own neighbors, community and environment;

NOW THEREFORE, BE IT PROCLAIMED, on this ____ day of _____, 2015, that the Mayor of the City of Hendersonville and the Hendersonville City Council affirm the Charter for Compassion and urge citizens, community organizations and government to work together to embrace and apply compassionate solutions and encourage community service to meet the needs of our families, friends, neighbors, and community.

Adopted this ____ day of _____, 2015.

Barbara G. Volk, Mayor

Attest:

Tammie K. Drake, City Clerk

The principle of compassion lies at the heart of all religious, ethical and spiritual traditions, calling us always to treat all others as we wish to be treated ourselves. Compassion impels us to work tirelessly to alleviate the suffering of our fellow creatures, to dethrone ourselves from the centre of our world and put another there, and to honour the inviolable sanctity of every single human being, treating everybody, without exception, with absolute justice, equity and respect.

It is also necessary in both public and private life to refrain consistently and empathically from inflicting pain. To act or speak violently out of spite, chauvinism, or self-interest, to impoverish, exploit or deny basic rights to anybody, and to incite hatred by denigrating others—even our enemies—is a denial of our common humanity. We acknowledge that we have failed to live compassionately and that some have even increased the sum of human misery in the name of religion.

We therefore call upon all men and women to restore compassion to the centre of morality and religion ~ to return to the ancient principle that any interpretation of scripture that breeds violence, hatred or disdain is illegitimate ~ to ensure that youth are given accurate and respectful information about other traditions, religions and cultures ~ to encourage a positive appreciation of cultural and religious diversity ~ to cultivate an informed empathy with the suffering of all human beings—even those regarded as enemies.

We urgently need to make compassion a clear, luminous and dynamic force in our polarized world. Rooted in a principled determination to transcend selfishness, compassion can break down political, dogmatic, ideological and religious boundaries.

Born of our deep interdependence, compassion is essential to human relationships and to a fulfilled humanity. It is the path to enlightenment, and indispensable to the creation of a just economy and a peaceful global community.

[Charter For Compassion Home](#)

[Home](#) [The Charter](#) [Communities](#) [Partners](#) [Resources](#) [Take Action](#) [About](#) [Donate](#)

What Communities Participate?

The Campaign for Compassionate Communities has produced viable results that can be attributed to the Charter for Compassion. In cities and communities around the globe, those involved in Compassion initiatives have worked on community service, anti-bullying, homelessness, healthcare, restorative justice and education efforts. The Charter's Community Tool Box presented in this section of the website is a way to offer more help to cities, regions, communities and other organizations as they seek to fully develop as compassionate entities.

Goals and Impacts of Compassionate Communities

1. To energize, broaden and deepen the compassionate communities network with active outreach to existing and prospective members.
2. To help our members feel connected to one another in common cause and to feel supported by a network of organizations that offer support and services.
3. To link community partners and their work and needs in one place in the world with partners in another area of the world that can help each with their efforts to bring compassion to their communities.
4. To make available connections to cutting edge research and tools by partnering with groups able to provide these.
5. To increase the Charter's role and effectiveness as a network by hosting events, trainings, conference calls and providing forums for resource exchange.

Communities that have signed the Charter

1. Apeldoorn, Netherlands
2. Appleton, Wisconsin, USA
3. Atlanta, Georgia, USA
4. Aviles, Spain
5. The Parliament of Australia
6. Banyuwangi, Indonesia
7. Basalt, Colorado, USA
8. Belfast, United Kingdom
9. Berkeley Lake, Georgia, USA
10. Bojonegoro, Indonesia
11. The Country of Botswana
12. Cape Town, South Africa
13. Chippewa Falls, Wisconsin, USA
14. Cincinnati, Ohio, USA
15. Clarkston, Georgia, USA
16. Cleveland, Ohio, USA
17. The County of Cornwall, UK
18. Dallas-Fort Worth, Texas, USA
19. Danbury, Connecticut, USA
20. Decatur, Georgia, USA
21. Denver, Colorado, USA
22. Djibouti, Republic of Djibouti
23. Eskilstuna, Sweden
24. Fayetteville, Arkansas, USA
25. Fort Worth, Texas, USA
26. Gaziantep, Turkey
27. Groningen, Netherlands
28. Houston, Texas, USA
29. Huntington Beach, CA, USA
30. Huntsville, AL, USA
31. Khairo Dero Village, Pakistan
32. Lake County, California, USA
33. Lake Forest Park, WA USA
34. Leiden, Netherlands
35. LoDo Neighborhood (Historic District), Denver, CO, USA
36. London, Ontario, Canada
37. Los Angeles, California, USA



- 38. Louisville, Kentucky, USA
- 39. Milford, Connecticut, USA
- 40. Millbrae, California, USA
- 41. Nanaimo, British Columbia, Canada
- 42. Neenah, Wisconsin, USA
- 43. Overland Park Neighborhood, Denver, CO, USA
- 44. Parksville, British Columbia, Canada
- 45. Pine Bluff, Arkansas, USA
- 46. Powell River, British Columbia, Canada
- 47. Purwakarta, Indonesia
- 48. Santa Maria, California, USA
- 49. Santa Monica, California, USA
- 50. Seattle, Washington, USA
- 51. St. Augustine, Florida, USA
- 52. Sragen, Indonesia
- 53. Greater Toledo and Northwest Ohio, USA
- 54. Winston-Salem, North Carolina, USA

Communities that are actively organizing to create a compassionate action plan

- 1. Accra, Ghana
- 2. Addis Ababa, Ethiopia
- 3. Amman, Jordan
- 4. Amsterdam, Netherlands
- 5. Anchorage, Alaska, USA
- 6. Ann Arbor, Michigan, USA
- 7. Apeldoorn, Netherlands
- 8. Appleton, Wisconsin, USA
- 9. Arlington, Virginia, USA
- 10. Arnhem, Netherlands
- 11. Asheville, North Carolina, USA
- 12. Ashland, Kentucky, USA
- 13. Atlanta, Georgia, USA
- 14. Austin, Texas, USA
- 15. Parliament of Australia
- 16. Aviles, Spain
- 17. Bagdad, Iraq
- 18. Bali, Indonesia
- 19. Bancharampur, Bangladesh
- 20. Bandung, Indonesia
- 21. Banyuwangi, Indonesia
- 22. Basalt, Colorado, USA
- 23. Beacon, New York, USA
- 24. Beaufort, South Carolina, USA
- 25. Belfast, Northern Ireland
- 26. Belgrade, Serbia
- 27. Berkeley Lake, Georgia, USA
- 28. Besançon, France
- 29. Birmingham, United Kingdom
- 30. Bloomington-Normal, Illinois, USA
- 31. Boise, Idaho, USA
- 32. Bojonegoro, Indonesia
- 33. Boston, Massachusetts, USA
- 34. Botswana, the Country of
- 35. Bournemouth, United Kingdom
- 36. Bowling Green, Kentucky, USA
- 37. Bracknell, United Kingdom
- 38. Brantford, Ontario, Canada
- 39. Buckhannon, West Virginia, USA
- 40. Butua, Kenya
- 41. Calgary, Alberta, Canada
- 42. Calicut, India
- 43. Cambridge, United Kingdom
- 44. Canberra, Australia
- 45. Cape Town, South Africa
- 46. Carrboro, North Carolina, USA
- 47. Charleston, South Carolina, USA
- 48. Charleston, West Virginia, USA
- 49. Charlotte, North Carolina, USA
- 50. Chennai, India
- 51. Chicago, Illinois, USA
- 52. Cincinnati, Ohio, USA



53. Clarkston, Georgia, USA
54. Cleveland, Ohio, USA
55. Columbia, South Carolina, USA
56. Cornwall, United Kingdom
57. Corvallis, Oregon, USA
58. County of Cornwall, UK
59. Dallas, Texas, USA
60. Danbury, Connecticut, USA
61. Dar es Salaam, Tanzania
62. Decatur, Georgia, USA
63. Decatur, Illinois, USA
64. Denver, CO, USA
65. Derry City, Ireland
66. Detroit, Michigan, USA
67. Dhaka, Bangladesh
68. Dickson, Tennessee, USA
69. Dilijan, Armenia
70. Djibouti, Republic of Djibouti
71. Doncaster, United Kingdom
72. Dubai, United Arab Emirates
73. Eastsound, Washington, USA
74. Edmonton, Alberta, Canada
75. El Dorado Hills, California, USA
76. El Paso, Texas, USA
77. Eldoret, Kenya
78. Elyria, Ohio, USA
79. Eskilstuna, Sweden
80. Eugene, Oregon, USA
81. Fayetteville, Arkansas, USA
82. Fitchburg, Massachusetts, USA
83. Fort Wayne, Indiana, USA
84. Fort Worth, Texas, USA
85. Fox River, Wisconsin, USA
86. Frankfurt, Kentucky, USA
87. Fremont, California, USA
88. Funchal, Madeira, Portugal
89. Gaborone, Botswana
90. Gainesville, Florida, USA
91. Garland, Texas, USA
92. Gaziantep, Turkey
93. Glasgow, Scotland
94. Glastonbury, United Kingdom
95. Gorinchem, Netherlands
96. Groningen, Netherlands
97. Gunnison, Colorado, USA
98. Gurgaon, India
99. Halifax, Nova Scotia, Canada
100. Harrison Township, Michigan, USA
101. Helsinki, Finland
102. Hemel Hempstead, United Kingdom
103. Hereford, United Kingdom
104. Honolulu, Hawaii USA
105. Hoogeveen, Netherlands
106. Horsham, United Kingdom
107. Houston, Texas, USA
108. Hull, United Kingdom
109. Huntington Beach, California, USA
110. Huntsville, Alabama, USA
111. Hyattsville, Maryland, USA
112. Irvine, California, USA
113. Jakarta, Indonesia
114. Jakarta Barat, Indonesia
115. Johannesburg, South Africa
116. Johnstown, Ohio, USA
117. Kakamega, Kenya
118. Kalamazoo, Michigan, USA
119. Kampala, Uganda
120. Kansas City, Missouri, USA
121. Karachi, Pakistan
122. Key Biscayne, Florida, USA
123. Khairo Dharo, Pakistan



- 124. Kitchener-Waterloo, Canada
- 125. Kokomo, Indiana, USA
- 126. Koto Sukahumi, Indonesia
- 127. Kuala Lumpur, Malaysia
- 128. La Crosse, Wisconsin, USA
- 129. Lagos, Nigeria
- 130. Laguna Beach, California, USA
- 131. Lake County, California, USA
- 132. Lake Forest Park, Washington, USA
- 133. Lakewood, Colorado, USA
- 134. Lampasas, Texas, USA
- 135. Lancaster, Pennsylvania, USA
- 136. Leiden, Netherlands
- 137. Lelystad, Netherlands
- 138. Leominster, Massachusetts, USA
- 139. Liverpool, United Kingdom
- 140. Lochem, Netherlands
- 141. LoDo Neighborhood (Historic District of Denver, Colorado, USA)
- 142. London, Ontario, Canada
- 143. London, United Kingdom
- 144. Los Angeles, California, USA
- 145. Louisville, Kentucky, USA
- 146. Lyndhurst, Ontario, Canada
- 147. Madison, Wisconsin, USA
- 148. Magnambougou, Mali
- 149. Malaga, Spain
- 150. Mampong-Ashanti, Ghana
- 151. Mannheim, Germany
- 152. Melbourne, Australia
- 153. Messina, Italy
- 154. Milford, Connecticut, USA
- 155. Millbrae, California, USA
- 156. Milwaukee, Wisconsin, USA
- 157. Monterrey, Mexico
- 158. Nairobi, Kenya
- 159. Nanaimo, British Columbia, Canada
- 160. Napa Valley, California, USA
- 161. Nashville, Tennessee, USA
- 162. Neenah, Wisconsin, USA
- 163. New Delhi, India
- 164. New York, New York, USA
- 165. North Bend, Washington, USA
- 166. Norwich, United Kingdom
- 167. Nottingham, United Kingdom
- 168. Oklahoma City, Oklahoma, USA
- 169. Onitsha, Nigeria, Africa
- 170. Oradea, Bihor, Romania
- 171. Orange County, California, USA
- 172. Ottawa, Ontario, Canada
- 173. Palm City, Florida, USA
- 174. Paris, France
- 175. Parksville, British Columbia, Canada
- 176. Peja, Kosovo
- 177. Penzance, United Kingdom
- 178. Perth, United Kingdom
- 179. Phoenix, Arizona, USA
- 180. Pine Bluff, Arkansas, USA
- 181. Plymouth, Minnesota, USA
- 182. Portland, Oregon, USA
- 183. Porto, Portugal
- 184. Porto Alegre, Brazil
- 185. Portola Valley, California, USA
- 186. Powell River, British Columbia, Canada
- 187. Providence, Rhode Island, USA
- 188. Pune, India
- 189. Purwakarta, Indonesia
- 190. Racine, Wisconsin, USA
- 191. Raleigh, North Carolina, USA
- 192. Redwood Shores, California, USA
- 193. Richardson, Texas, USA
- 194. Rochester, Minnesota, USA



- 195. Rosarito, Baja California, Mexico
- 196. Sacramento, California, USA
- 197. Salt Lake, Utah, USA
- 198. San Antonio, Texas, USA
- 199. San Diego, California, USA
- 200. San Fernando Valley, California, USA
- 201. San Francisco, California, USA
- 202. San Jose, California USA
- 203. San Louis Obispo, California, USA
- 204. Santa Ana, California, USA
- 205. Santa Barbara, California, USA
- 206. Santa Cruz, California, USA
- 207. Santa Maria, California, USA
- 208. Santa Monica, California, USA
- 209. São Leopoldo, Brazil
- 210. Scranton, Pennsylvania, USA
- 211. Seattle, Washington, USA
- 212. Shreveport, California, USA
- 213. Soap Lake, Washington, USA
- 214. Sonoma, California, USA
- 215. Springfield, Illinois, USA
- 216. Springfield, Missouri, USA
- 217. Sragen, Indonesia
- 218. St. Augustine, Florida, USA
- 219. St. Just, United Kingdom
- 220. St. Louis, Missouri, USA
- 221. St. Petersburg, Florida, USA
- 222. Surabaya, Indonesia
- 223. Sunnyvale, California, USA
- 224. Surabaya, Indonesia
- 225. Surrey, British Columbia, Canada
- 226. Sydney, New South Wales, Australia
- 227. Taipei, Taiwan
- 228. Takoma Park, Maryland, USA
- 229. Telluride, Colorado, USA
- 230. Thies, Senegal
- 231. Tijuana, Mexico
- 232. Greater Toledo and Northwest Ohio, USA
- 233. Toronto, Ontario, Canada
- 234. Tromso, Norway
- 235. Tucson, Arizona, USA
- 236. Tulsa, Oklahoma, USA
- 237. Tustin, California, USA
- 238. Ukiah, California, USA
- 239. Utrecht, Netherlands
- 240. Vancouver, British Columbia, Canada
- 241. Venloo, Netherlands
- 242. Vero Beach, Florida, USA
- 243. Victoria, British Columbia, Canada
- 244. Villa Park, California, USA
- 245. Virginia Beach, Virginia, USA
- 246. Vista, California, USA
- 247. Washington DC, USA
- 248. West Hollywood, California, USA
- 249. Westland, Michigan, USA
- 250. Westminster, California, USA
- 251. Wheeling, West Virginia, USA
- 252. Winnipeg, Manitoba, Canada
- 253. Winston-Salem, North Carolina, USA
- 254. Woodstock, New York, USA
- 255. Zagreb, Croatia





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Administration

Date Submitted: 07/24/2015

Presenter: John Connet

Date of Council Meeting to consider this item: 8/6/2015

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 09

The Hendersonville Sister City Organization will provide their semi-annual update on their activities to the City Council.

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.*

NA

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Administration

Date Submitted: 7/16/2015

Presenter: John Connet

Date of Council Meeting to consider this item: 8/6/2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 10

We have received a request from Interfaith Assistance Ministry (IAM) to waive the tap fees and System Development Charges for their new facility on Freeman Street.

Budget Impact: \$ 7,300 to \$20,000 +/- Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

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

I move that the City Council waive the tap fees and System Development Charges for the new IAM facility on Freeman Street.

Attachments:

Letter of Request
Letter of Support

P.O. Box 2562
Hendersonville, NC 28793-2562

June 26, 2015

Board of Directors

Sherri Metzger
President
Lynn Pope
Vice President
Ken Perkins
Secretary
Terry Andersen
Treasurer
Frank Schizzano
Asst. Secretary/Treasurer

Dr. Henry S. "Sandy" Beck
Loretta Briggs
Rabbi Philip Cohen
Albert Gooch
Donna Hastie
Amanda Lyda
Jim Meersman
Lynn Pope
Chris Reed, Esq.
Frank Schizzano
Ted Slagle
Jack Swanson
Jay Thorndike
Pbro. Juan Unda-Azua

David R. Cook, Ph.D.
Executive Director

Mayor Barbara Volk
City Hall
145 5th Avenue East
Hendersonville, NC 28792

Dear Mayor Volk:

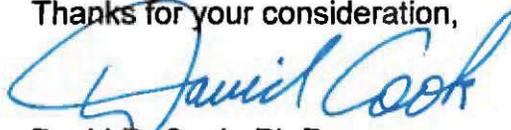
This is a follow-up to a brief conversation I had with you after the Chamber Ribbon-cutting for Renzo's. I noted that we would like additional support from the City in regard to tap fees to help us in our campaign to raise funds for a new facility. We have enjoyed great success so far, with 100% of our Board of Directors and Staff pledging/donating. When combined with pledges/donations from IAM volunteers, over one-third of the current total of **\$1,850,000** can be attributed to the IAM "family".

Now that we have raised sufficient funds to move ahead with construction, we are pushing hard to secure an additional \$350,000 to ensure that, along with the sale of our current property, we can move into our new facility debt free.

We request that the City of Hendersonville waive the tap fees for our new facility. This will be a great help to us so we can move into our new facility **debt free**, ensuring that all subsequent funds go to providing emergency relief to Henderson County residents coming to us in financial crisis. Enclosed is a one-page information paper providing rationale for supporting our request.

Mayor Volk, you and the City Council can help us build a facility that will offer a dignified, safe environment for those who come in need and the volunteers who serve them – a facility that will justify sustained community support for years to come.

Thanks for your consideration,



David R. Cook, Ph.D.
Executive Director

Enclosure: "Why Support This Request?"

CC: John Connet





210 EHRINGHAUS ST. PO BOX 2562, HENDERSONVILLE NC 28793-2562
PHONE (828) 697-7029 FAX (828) 697-7015
interfaith@iam-hc.org; www.iam-hc.org

WHY SUPPORT THIS REQUEST?

- **IAM provides emergency relief to Henderson County residents** who are experiencing financial crises. IAM is not a government welfare agency funded with your tax dollars; we depend on support from individuals like you, businesses, civic service organizations, congregations and grants. Established in 1984, Interfaith has a proven track record of responsible crisis assistance in Henderson County.
- **We make a difference in people's lives.** Last year, we helped 12,705 individuals; 9,167 persons received over 174,100 meals; over 4,730 individuals received clothing and we approved \$249,467 in financial assistance, as well as distributing school supplies to 525 children.
- **We are a non-profit, tax exempt public charity, as defined in Section 501(c)3 of the Internal Revenue code.** We do not answer to or support a national headquarters. Your entire donation stays in Henderson County.
- **We are effective, offering a hand up not a handout.** While over 80% of IAM clients seen last year were living below the Federal Poverty level, 62% of those we assisted did not need to return for additional help. Another 33% needed our help only two or three times – a 95% success rate. All IAM clients are given written action plans with information and referrals to reduce the likelihood that they will have to return for further assistance.
- **We are efficient.** Our overhead expenses are low because we use over 300 volunteers supported by 12 paid staff (only 4 are full time). Last year, our volunteers helped us provide over \$1.8 million in services – a good return for investment in IAM.
- **IAM needs your help** to build a facility that will integrate our Food Pantry and Clothing Closet operations so that they have greater capacity and efficiency, resulting in the need for fewer client return visits.
- **IAM needs your help** to build a facility that will offer a dignified, safe environment for those who come in need and the volunteers who serve them – a facility that will justify sustained community support for years to come.

G.A. Pope Fine Jewelry

*321 North King Street
Hendersonville, NC 28792
828-698-1141*

June 27, 2015

Mayor Barbara Volk
City Hall
145 5th Avenue East
Hendersonville, NC 28792

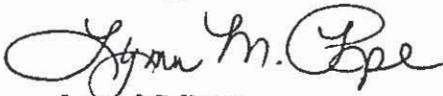
Dear Mayor Volk:

I am writing to encourage you to support Interfaith Assistance Ministry's (IAM) request for the City of Hendersonville to waive the tap fees for the new facility. Waving of the tap fees will greatly assist Interfaith Assistance Ministry in meeting their goal of moving into the new facility debt free. The IAM Board of Directors, volunteers, staff and community have supported this endeavor by contributing \$1,850,000 to the project, but we still need the City of Hendersonville's help.

IAM provides emergency assistance to Henderson County residents in financial crisis. As a local small business owner I see the benefit to our community that IAM offers by providing a "hand up, not a handout" to local families. Please feel free to call me if you would like additional information on IAM, the new facility, or this request.

Thank you for giving this matter your careful consideration.

Sincerely,



Lynn M. Pope
IAM Vice President



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Chief Herbert Blake

Department: Police

Date Submitted: 7/23/2015

Presenter: Lt. Mike Vesley

Date of Council Meeting to consider this item: 08/06/2015

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 11

As suggested by a citizen in our community, the Hendersonville Police Department is poised to present a new safety initiative to encourage drivers to reduce their speeds in residential neighborhoods and around our schools. The initiative will include offering our residents yard signs that say "Drive like Your Kids live here." The Police Department will kick off this new initiative in August in conjunction with the start of traditional school.

Budget Impact: \$ < \$500 _____ Is this expenditure approved in the current fiscal year budget? Yes No If no, describe how it will be funded.

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

NA

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 7/29/2015

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 8/6/2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 12

On July 21, 2015 at 2:30pm sealed bids were to be opened for the Oklawaha Greenway Phase Three project, however, only one bid was received and it was returned to the bidder per NCGS 143-129 and 143-132. Also per NCGS 143-129 and 143-132, the project was re-advertised and a single bid was opened at 9:30am on July 29, 2015 as summarized below.

Trace and Company, Inc. - \$1,169,287.00

City staff has reviewed the bid for completeness and accuracy. There were two mathematical errors that have been corrected as part of the bid tabulation. This project is funded through the North Carolina Department of Transportation (NCDOT). Although the City's agreement (Agreement ID #4476) with NCDOT called for \$1,100,000.00 in construction funds, City staff recently received word from the NCDOT Project Manager that they have added an additional \$100,000.00 to the project, bringing the construction funding available through NCDOT to \$1,200,000.00, and the total grant (including design) to \$1,300,000.00. NCDOT will forward an amended agreement to the City in the coming days.

City staff hereby recommends the tentative award of said project to Trace and Company, Inc., of Mountain Home, NC (NC Contractor License No. 50843), the lowest responsive and responsible bidder for the revised project cost in the amount of \$1,169,287.00. Please note that this tentative award is contingent upon the approval of the NCDOT. The engineer's estimate as well as a bid tabulation showing the bid 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: \$ 1,169,287.00 Is this expenditure approved in the current fiscal year budget? Yes No. If no, describe how it will be funded.

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

I move to authorize the City Manager to tentatively award and execute the contract for the construction of the Oklawaha Greenway Phase Three project to Trace and Company, Inc., the lowest responsive and responsible bidder, in the amount of \$1,169,287.00; as presented and recommended by staff. This tentative award is contingent upon the approval of the North Carolina Department of Transportation (NCDOT) and will serve as the official award upon NCDOT's concurrence. I also move to authorize the City Manager to execute the forthcoming grant amendment with NCDOT increasing the existing grant (Agreement ID #4476) by an additional \$100,000.00. I further move to approve the budget amendment that coincides with this increase.

Attachments:

Tentative Award Recommendation Letter, Engineer's Estimate, Bid Tabulation, Budget Amendment

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

CITY OF HENDERSONVILLE
The City of Four Seasons

ENGINEERING DEPARTMENT
Brent G. Detwiler, P.E.
City Engineer

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

July 29, 2015

Honorable Mayor and Members of City Council
City of Hendersonville

Re: Oklawaha Greenway Phase Three Project
Recommendation for Tentative Award

On July 21, 2015 at 2:30pm sealed bids were to be opened for the Oklawaha Greenway Phase Three project, however, only one bid was received and it was returned to the bidder per NCGS 143-129 and 143-132. Also per NCGS 143-129 and 143-132, the project was re-advertised and a single bid was opened at 9:30am on July 29, 2015 as summarized below.

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Sincerely,
CITY OF HENDERSONVILLE



Brent G. Detwiler, PE
City Engineer

Attachments: Engineer's Estimate, Bid Tabulation

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

OPINION OF PROBABLE COST

PROJECT: Oklawaha Greenway Phase 3 (Patton Park to Berkeley Park)

PREPARED BY:
 Brendan Shanahan, P.E.

REVIEWED BY:
 Brent Detwiler, P.E.

Estimate For:

- Preliminary Costs:
 Design Costs:
 Construction Costs:

TIP No. EB5537

County: Henderson

ITEM	DESCRIPTION	STD. ITEM NO.	SECTION #	EST. QUAN	UNIT	UNIT PRICE	TOTAL
CONSTRUCTION							
1	Grading	0043000000-N	226	1	LS	\$97,100.00	\$97,100.00
2	Supplementary Clearing and Grubbing	0050000000-E	226	0.5	AC	\$25,000.00	\$12,500.00
3	Undercut Excavation	0057000000-E	226	4320	CY	\$21.50	\$92,880.00
4	Breaking of Existing Asphalt Pavement	0177000000-E	250	270	SY	\$2.20	\$594.00
5	Removal of Existing Asphalt Pavement	0156000000-E	250	270	SY	\$3.00	\$810.00
6	Proof Rolling	0192000000-N	260	10	H	\$205.00	\$2,050.00
7	18" HDPE Pipe Culverts	0986000000-E	310	100	LF	\$39.01	\$3,900.73
8	18" R.C. Pipe Culverts, Class 4	0448300000-E	310	32	LF	\$51.67	\$1,653.34
9	48" R.C. Pipe Culverts, Class 4	0448000000-E	310	24	LF	\$184.99	\$4,439.85
10	84" R.C. Pipe Culverts, Class 4	0448000000-E	310	24	LF	\$518.23	\$12,437.47
11	18" Pipe End Section	0453000000-E	310	2	EA	\$716.00	\$1,431.99
12	Abutment: Class A Concrete	8182000000-E	420	22	CY	\$1,500.00	\$33,000.00
13	Abutment: Reinforcing Steel	8217000000-E	425	2420	LB	\$1.50	\$3,630.00
14	Abutment: HP 12x53 Steel Piles	8364000000-E	450	182	LF	\$100.00	\$18,200.00
15	Abutment: Steel Pile Points	8391000000-N	450	6	EA	\$200.00	\$1,200.00
16	Aggregate Base Course	1121000000-E	520	8720	TN	\$24.00	\$209,280.00
17	Asphalt Concrete Surface Course, Type S9.5B	1519000000-E	610	1280	TN	\$120.00	\$153,600.00
18	Endwalls, 48" RCP	2209000000-E	838	12	CY	\$1,878.71	\$22,544.47
19	Reinforced Endwalls, 84" RCP	2220000000-E	838	15	CY	\$1,063.46	\$15,951.86
20	4" Concrete Sidewalk	2591000000-E	848	60	SY	\$72.00	\$4,320.00
21	6" Concrete Sidewalk	2591000000-E	848	70	SY	\$106.00	\$7,420.00
22	Chain Link Fence, 72"	3533000000-E	866	300	LF	\$13.00	\$3,900.00
23	Metal Line Posts for 72" Chain Link Fence	3539000000-E	866	50	EA	\$52.00	\$2,600.00
24	Metal Term Posts for 72" Chain Link Fence	3545000000-E	866	1	EA	\$130.00	\$130.00
25	Additional Barbed Wire	3557000000-E	866	300	LF	\$0.25	\$75.00
26	Rip Rap, Class B	3649000000-E	876	60	TN	\$47.00	\$2,820.00
28	Contractor Furnished, Type E Sign	4025000000-E	901	25	SF	\$14.83	\$370.76
29	Sign Erection, Type E (Ground Mounted)	4110000000-N	904	8	EA	\$57.47	\$459.78
30	Paint Pavement Marking Lines, 4"	4810000000-E	1205	12000	LF	\$0.50	\$6,000.00
30	Thermoplastic Pavement Marking Lines, 24", 120 mils	4685000000-E	1205	160	LF	\$8.50	\$1,360.00
31	Temporary Silt Fence	6000000000-E	1605	3500	LF	\$2.75	\$9,625.00
32	Seeding and Mulching	6084000000-E	1660	2	AC	\$1,770.00	\$3,540.00
33	Wetland Reforestation	6129000000-E	1670	0.1	AC	\$5,000.00	\$500.00
34	Red Maple, 6 - 8 ft	6640000000-N	1670	37	EA	\$100.00	\$3,700.00
35	Shadblow Serviceberry, 5 - 6 ft	6640000000-N	1670	35	EA	\$100.00	\$3,500.00
36	Pawpaw, 5 - 6 ft	6640000000-N	1670	22	EA	\$100.00	\$2,200.00
37	River Birch, 6 - 8 ft	6640000000-N	1670	45	EA	\$100.00	\$4,500.00
38	American Hornbeam, 6 - 8 ft	6640000000-N	1670	12	EA	\$100.00	\$1,200.00
39	Eastern Redbud, 5 - 6 ft	6640000000-N	1670	14	EA	\$100.00	\$1,400.00
40	Fringetree, 5 - 6 ft	6640000000-N	1670	35	EA	\$100.00	\$3,500.00

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

OPINION OF PROBABLE COST

PROJECT: Oklawaha Greenway Phase 3 (Patton Park to Berkeley Park)

PREPARED BY:
 Brendan Shanahan, P.E.

REVIEWED BY:
 Brent Detwiler, P.E.

Estimate For:

- Preliminary Costs:
 Design Costs:
 Construction Costs:

TIP No. EB5537

County: Henderson

ITEM	DESCRIPTION	STD. ITEM NO.	SECTION #	EST. QUAN	UNIT	UNIT PRICE	TOTAL
CONSTRUCTION							
41	Flowering Dogwood, 5 - 6 ft	6640000000-N	1670	22	EA	\$100.00	\$2,200.00
42	Green Hawthorn, 5 - 6 ft	6640000000-N	1670	30	EA	\$100.00	\$3,000.00
43	American Holly, 6 - 8 ft	6640000000-N	1670	34	EA	\$100.00	\$3,400.00
44	Sweetgum, 6 - 8 ft	6640000000-N	1670	43	EA	\$100.00	\$4,300.00
45	Sweet Bay Magnolia, 5 - 6 ft	6640000000-N	1670	35	EA	\$100.00	\$3,500.00
46	Black Gum, 6 - 8 ft	6640000000-N	1670	38	EA	\$100.00	\$3,800.00
47	White Pine, 6 - 8 ft	6640000000-N	1670	18	EA	\$100.00	\$1,800.00
48	Sycamore, 6 - 8 ft	6640000000-N	1670	18	EA	\$100.00	\$1,800.00
49	Swamp White Oak, 6 - 8 ft	6640000000-N	1670	39	EA	\$100.00	\$3,900.00
50	American Arborvitae, 6 - 8 ft	6640000000-N	1670	24	EA	\$100.00	\$2,400.00
51	Geogrid for Soil Stabilization		SP	9300	SY	\$6.50	\$60,450.00
52	Prefabricated Pedestrian Bridge, Station 24+35		SP	1	LS	\$50,480.00	\$50,480.00
53	#3 Ballast		SP	100	TN	\$35.00	\$3,500.00
54	Concrete Wheel Stops		SP	20	EA	\$200.00	\$4,000.00
55	Kiosk		SP	1	LS	\$15,000.00	\$15,000.00
56	Bioretention Cell Installation		SP	35	SY	\$500.00	\$17,500.00
57	Split Rail Fence		SP	600	LF	\$16.00	\$9,600.00
58	Flexible Post, 36"		SP	6	EA	\$200.00	\$1,200.00
59	Steel Hinged Bollard		SP	2	EA	\$1,168.83	\$2,337.66
60	Flashing Pedestrian Crossing Sign		SP	2	EA	\$1,700.00	\$3,400.00
61	80 W Solar LED Parking Area Lamp		SP	6	EA	\$7,000.00	\$42,000.00
62	Picnic Table		SP	1	EA	\$1,200.00	\$1,200.00
63	Thermoplastic Coated Steel Bench		SP	1	EA	\$400.00	\$400.00
64	Thermoplastic Coated Cast Iron Bench and Concrete Pad		SP	11	EA	\$1,450.00	\$15,950.00
65	Bicycle Rack and Concrete Pad		SP	3	EA	\$1,900.00	\$5,700.00
66	Bottle Filling Station and Concrete Pad		SP	3	EA	\$8,150.00	\$24,450.00
67	Planting of 3 Gallon Shrubs, as Specified in Landscape Architecture Sheets		SP	200	EA	\$25.00	\$5,000.00
68	Planting of Meadow and Wetland Seed Mixes, as Specified in Landscape Architecture Sheets		SP	2	AC	\$3,380.00	\$6,760.00
69	Project Description Sign, 48" x 48"		SP	4	EA	\$500.00	\$2,000.00
70	Greenway Interpretive Sign		SP	12	EA	\$400.00	\$4,800.00
71	Vertical Sign Base		SP	5	EA	\$450.00	\$2,250.00
72	NPS Style Cantilever Sign Base		SP	4	EA	\$850.00	\$3,400.00
73	Greenway Way Finding Sign and Base		SP	10	EA	\$500.00	\$5,000.00
74	Mile Markers		SP	16	EA	\$500.00	\$8,000.00
75	Detectable Warning Strip		SP	4	EA	\$480.72	\$1,922.89
76	Handicapped Parking Sign and Pavement Marking		SP	4	EA	\$1,010.00	\$4,040.00
77	Recycling and Trash Receptacles and Concrete Pad		SP	2	EA	\$1,200.00	\$2,400.00

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

OPINION OF PROBABLE COST

PROJECT: Oklawaha Greenway Phase 3 (Patton Park to Berkeley Park)

PREPARED BY:
 Brendan Shanahan, P.E.

REVIEWED BY:
 Brent Detwiler, P.E.

Estimate For:

- Preliminary Costs:
- Design Costs:
- Construction Costs:

TIP No. EB5537

County: Henderson

ITEM	DESCRIPTION	STD. ITEM NO.	SECTION #	EST. QUAN	UNIT	UNIT PRICE	TOTAL
CONSTRUCTION							
78	Pet Waste Collection Bag Dispenser		SP	4	EA	\$450.00	\$1,800.00
	Total Estimated Construction Cost (Rounded)						\$1,084,965.00

20150729 - Oklawaha Greenway Ph3 bid tabulation

CITY OF HENDERSONVILLE							
OKLAWAHA GREENWAY PHASE 3							
	BID DATE: 7/29/2015				1 BIDDERS		
	TIME: 9:30 AM				ENR INDEX 10037		
						TRACE AND COMPANY PO BOX 1028 MOUNTAIN HOME, NC 28758	
ITEM	DESCRIPTION	STD. ITEM NO.	SECTION #	QUANTITY	UNITS	TOTAL UNIT PRICE	AMOUNT
1	Grading	0043000000-N	226	1	LS	\$ 197,000.00	\$ 197,000.00
2	Supplementary Clearing and Grubbing	0050000000-E	226	0.5	AC	\$ 2,990.00	\$ 1,495.00
3	Undercut Excavation	0057000000-E	226	4320	CY	\$ 14.50	\$ 62,640.00
4	Breaking of Existing Asphalt Pavement	0177000000-E	250	270	SY	\$ 2.50	\$ 675.00
5	Removal of Existing Asphalt Pavement	0156000000-E	250	270	SY	\$ 4.00	\$ 1,080.00
6	Proof Rolling	0192000000-N	260	10	H	\$ 99.00	\$ 990.00
7	18" HDPE Pipe Culverts	0986000000-E	310	100	LF	\$ 27.00	\$ 2,700.00
8	18" R.C. Pipe Culverts, Class 4	0448300000-E	310	32	LF	\$ 58.00	\$ 1,856.00
9	48" R.C. Pipe Culverts, Class 4	0448000000-E	310	24	LF	\$ 182.00	\$ 4,368.00
10	84" R.C. Pipe Culverts, Class 4	0448000000-E	310	24	LF	\$ 397.00	\$ 9,528.00
11	18" Pipe End Section	0453000000-E	310	2	EA	\$ 1,100.00	\$ 2,200.00
12	Abutment: Class A Concrete	8182000000-E	420	22	CY	\$ 1,496.00	\$ 32,912.00
13	Abutment: Reinforcing Steel	8217000000-E	425	2420	LB	\$ 2.50	\$ 6,050.00
14	Abutment: HP 12x53 Steel Piles	8364000000-E	450	182	LF	\$ 58.00	\$ 10,556.00
15	Abutment: Steel Pile Points	8391000000-N	450	6	EA	\$ 157.50	\$ 945.00
16	Aggregate Base Course	1121000000-E	520	8720	TN	\$ 21.75	\$ 189,660.00
17	Asphalt Concrete Surface Course, Type S9.5B	1519000000-E	610	1280	TN	\$ 89.75	\$ 114,880.00
18	Endwalls, 48" RCP	2209000000-E	838	12	CY	\$ 894.00	\$ 10,728.00
19	Reinforced Endwalls, 84" RCP	2220000000-E	838	15	CY	\$ 1,728.00	\$ 25,920.00
20	4" Concrete Sidewalk	2591000000-E	848	60	SY	\$ 41.00	\$ 2,460.00
21	6" Concrete Sidewalk	2591000000-E	848	70	SY	\$ 56.00	\$ 3,920.00
22	Chain Link Fence, 72"	3533000000-E	866	300	LF	\$ 14.10	\$ 4,230.00
23	Metal Line Posts for 72" Chain Link Fence	3539000000-E	866	50	EA	\$ 44.00	\$ 2,200.00
24	Metal Term Posts for 72" Chain Link Fence	3545000000-E	866	1	EA	\$ 52.00	\$ 52.00
25	Additional Barbed Wire	3557000000-E	866	300	LF	\$ 1.50	\$ 450.00
26	Rip Rap, Class B	3649000000-E	876	60	TN	\$ 48.00	\$ 2,880.00
28	Contractor Furnished, Type E Sign	4025000000-E	901	25	SF	\$ 19.00	\$ 475.00
29	Sign Erection, Type E (Ground Mounted)	4110000000-N	904	8	EA	\$ 237.00	\$ 1,896.00
30	Paint Pavement Marking Lines, 4"	4810000000-E	1205	12000	LF	\$ 0.53	\$ 6,360.00
30	Thermoplastic Pavement Marking Lines, 24", 120 mils	4685000000-E	1205	160	LF	\$ 21.00	\$ 3,360.00
31	Temporary Silt Fence	6000000000-E	1605	3500	LF	\$ 3.15	\$ 11,025.00
32	Seeding and Mulching	6084000000-E	1660	2	AC	\$ 3,825.00	\$ 7,650.00
33	Wetland Reforestation	6129000000-E	1670	0.1	AC	\$ 5,250.00	\$ 525.00
34	Red Maple, 6 - 8 ft	6640000000-N	1670	37	EA	\$ 220.00	\$ 8,140.00
35	Shadblow Serviceberry, 5 - 6 ft	6640000000-N	1670	35	EA	\$ 225.00	\$ 7,875.00
36	Pawpaw, 5 - 6 ft	6640000000-N	1670	22	EA	\$ 225.00	\$ 4,950.00
37	River Birch, 6 - 8 ft	6640000000-N	1670	45	EA	\$ 213.00	\$ 9,585.00
38	American Hornbeam, 6 - 8 ft	6640000000-N	1670	12	EA	\$ 275.00	\$ 3,300.00
39	Eastern Redbud, 5 - 6 ft	6640000000-N	1670	14	EA	\$ 237.00	\$ 3,318.00
40	Fringetree, 5 - 6 ft	6640000000-N	1670	35	EA	\$ 242.00	\$ 8,470.00
41	Flowering Dogwood, 5 - 6 ft	6640000000-N	1670	22	EA	\$ 220.00	\$ 4,840.00
42	Green Hawthorn, 5 - 6 ft	6640000000-N	1670	30	EA	\$ 297.00	\$ 8,910.00
43	American Holly, 6 - 8 ft	6640000000-N	1670	34	EA	\$ 287.00	\$ 9,758.00
44	Sweetgum, 6 - 8 ft	6640000000-N	1670	43	EA	\$ 287.00	\$ 12,341.00
45	Sweet Bay Magnolia, 5 - 6 ft	6640000000-N	1670	35	EA	\$ 286.00	\$ 10,010.00
46	Black Gum, 6 - 8 ft	6640000000-N	1670	38	EA	\$ 309.00	\$ 11,742.00
47	White Pine, 6 - 8 ft	6640000000-N	1670	18	EA	\$ 230.00	\$ 4,140.00
48	Sycamore, 6 - 8 ft	6640000000-N	1670	18	EA	\$ 280.00	\$ 5,040.00
49	Swamp White Oak, 6 - 8 ft	6640000000-N	1670	39	EA	\$ 298.00	\$ 11,622.00
50	American Arborvitae, 6 - 8 ft	6640000000-N	1670	24	EA	\$ 298.00	\$ 7,152.00
51	Geogrid for Soil Stabilization		SP	9300	SY	\$ 4.75	\$ 44,175.00
52	Prefabricated Pedestrian Bridge, Station 24+35		SP	1	LS	\$ 29,631.00	\$ 29,631.00

20150729 - Oklawaha Greenway Ph3 bid tabulation

CITY OF HENDERSONVILLE							
OKLAWAHA GREENWAY PHASE 3							
BID DATE: 7/29/2015				1 BIDDERS		TRACE AND COMPANY PO BOX 1028 MOUNTAIN HOME, NC 28758	
TIME: 9:30 AM				ENR INDEX	10037		
ITEM	DESCRIPTION	STD. ITEM NO.	SECTION #	QUANTITY	UNITS		
53	#3 Ballast		SP	100	TN	\$ 41.00	\$ 4,100.00
54	Concrete Wheel Stops		SP	20	EA	\$ 90.00	\$ 1,800.00
55	Kiosk		SP	1	LS	\$ 20,098.00	\$ 20,098.00
56	Bioretention Cell Installation		SP	35	SY	\$ 147.00	\$ 5,145.00
57	Split Rail Fence		SP	600	LF	\$ 18.75	\$ 11,250.00
58	Flexible Post, 36"		SP	6	EA	\$ 132.00	\$ 792.00
59	Steel Hinged Bollard		SP	2	EA	\$ 2,100.00	\$ 4,200.00
60	Flashing Pedestrian Crossing Sign		SP	2	EA	\$ 3,675.00	\$ 7,350.00
61	80 W Solar LED Parking Area Lamp		SP	6	EA	\$ 9,780.00	\$ 58,680.00
62	Picnic Table		SP	1	EA	\$ 1,775.00	\$ 1,775.00
63	Thermoplastic Coated Steel Bench		SP	1	EA	\$ 695.00	\$ 695.00
64	Thermoplastic Coated Cast Iron Bench and Concrete Pad		SP	11	EA	\$ 1,360.00	\$ 14,960.00
65	Bicycle Rack and Concrete Pad		SP	3	EA	\$ 830.00	\$ 2,490.00
66	Bottle Filling Station and Concrete Pad		SP	3	EA	\$ 8,375.00	\$ 25,125.00
67	Planting of 3 Gallon Shrubs, as Specified in Landscape Architecture Sheets		SP	200	EA	\$ 78.00	\$ 15,600.00
68	Planting of Meadow and Wetland Seed Mixes, as Specified in Landscape Architecture Sheets		SP	2	AC	\$ 3,670.00	\$ 7,340.00
69	Project Description Sign, 48" x 48"		SP	4	EA	\$ 525.00	\$ 2,100.00
70	Greenway Interpretive Sign		SP	12	EA	\$ 475.00	\$ 5,700.00
71	Vertical Sign Base		SP	5	EA	\$ 1,850.00	\$ 9,250.00
72	NPS Style Cantilever Sign Base		SP	4	EA	\$ 3,360.00	\$ 13,440.00
73	Greenway Way Finding Sign and Base		SP	10	EA	\$ 840.00	\$ 8,400.00
74	Mile Markers		SP	16	EA	\$ 552.00	\$ 8,832.00
75	Detectable Warning Strip		SP	4	EA	\$ 1,150.00	\$ 4,600.00
76	Handicapped Parking Sign and Pavement Marking		SP	4	EA	\$ 840.00	\$ 3,360.00
77	Recycling and Trash Receptacles and Concrete Pad		SP	2	EA	\$ 950.00	\$ 1,900.00
78	Pet Waste Collection Bag Dispenser		SP	4	EA	\$ 410.00	\$ 1,640.00
							* \$ 1,169,287.00
							*Corrected mathematical error on submitted bid.



BUDGET AMENDMENT

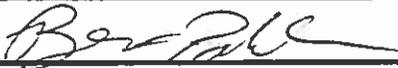
200,000.00

FUND: 390

ACCOUNT NUMBER		DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
ORG	OBJECT			
3904900	434900	Grant Revenue DOT	100,000.00	
3909000	559850	Construction Contract	100,000.00	
TOTALS IN BALANCE			\$ 200,000.00	\$ -

200,000.00

NCDOT is awarding \$100,000 more dollars for the Greenway project. This amendment will increase revenue by \$100,000 and expenditures by \$100,000 to balance.

 on behalf of John Corbett
CITY MANAGER

Date: 07/29/15

APPROVED BY CITY COUNCIL: _____ DATE:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet
Date Submitted: 07/23/2015
Date of Council Meeting to consider this item: 08/06/2015
Nature of Item: Council Action
Department: Administration
Presenter: John Connet

Summary of Information/Request:

Item # 13

Councilman Stephens has received a request from Dr. Jennifer Hensley, Well Adjusted Chiropractic Clinic, to establish up to three two-hour parking spaces on Bearcat Blvd. between Oakland and Buncombe Streets. These spaces currently have not time limit and are first come first serve. The following is a copy of the request from Dr. Hensley:

Hello
 I own Well-Adjusted Chiropractic on 8th Ave, (Bearcat Blvd.) We have huge parking issues when school is in session. I know for years there has been talk of actually creating a true "parking lot", but we still have the problems. We have quite a few elderly that come to my business and it would be really nice for them to be able to park without incident. I am asking again for a few short term parking spots in front of my business.
 Thank you!
 Dr. Jennifer Hensley

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

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

I move that the City Council approve the placement of up to three two-hour parking spaces on the south side of Bearcat Boulevard between Oakland Street and Buncombe Street.

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lisa White

Department: Finance

Date Submitted: 7-29-15

Presenter: Adam Murr

Date of Council Meeting to consider this item: August 6, 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 14

Adam Murr, a Master of Public Administration student at Appalachian State University concentrating in Town, City, and County Management has been an intern with the City of Hendersonville since May 26. The primary objective of his internship with the City has been the creation of a purchasing policy. He will present a power point presentation covering the proposed policy. Management and staff has thoroughly reviewed the policy and requests that City Council adopt the completed purchasing policy as an administrative policy for all City employees.

Research of purchasing policies from North Carolina municipalities was conducted and findings were used to create the City of Hendersonville's purchasing policy. Staff from all City departments were involved with the formation and review of the proposed policy.

The policy contains information related to: local buying, vendor selection, threshold levels, special procedure, vendor performance, vendor relations, fuel cards, purchase cards, fringe benefits, and the sale of City property. The policy sets purchasing thresholds for City employees and helps regulate purchases to ensure public funds are spent with prudence. Threshold levels were chosen based on information gathered from the University of North Carolina School of Government's survey on local government purchasing threshold limits and staff input.

Certain Internal Revenue Service (IRS) regulations and North Carolina General Statutes exist which govern purchases made. Such legislation has been cited throughout the City of Hendersonville's new purchasing policy to ensure compliance during the purchasing process.

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 that City Council adopt the City of Hendersonville Purchasing Policy.

Attachments:

Purchasing Policy 8-6-2015

PURCHASING POLICY

Administrative Policy for all City Employees





**City of Hendersonville, North Carolina
Purchasing Manual**

TABLE OF CONTENTS

	Page(s)
I. Forward	1
II. General Guidelines	2
2.1 Local Buying	
2.2 Planning	
2.3 Buying Proper Quality	
2.4 Authorization	
III. Purchasing Procedure	3-5
3.1 Purchases less than \$1,500.00	
3.2 Purchases between \$1,500.00 and \$4,999.99	
3.3 Purchases between \$5,000.00 and \$29,999.99	
3.4 Purchases between \$30,000.00 and \$89,999.99	
3.5 Purchases \$90,000.00 and above/Services \$500,000.00 and above	
IV. Vendor Selection	5
4.1 Selection Policy	
4.2 Gifts and Gratuities	
V. Special Procurement Procedure	6-8
5.1 Blanket Purchase	
5.2 Emergency Purchase	
5.3 Sole Source of Supply	
5.4 Single Brand Convenience	
5.5 NC Purchase Contract and Cooperative Purchasing Agreements	
5.6 Piggybacking	
5.7 Professional Services	
5.8 Service Contracts	
5.9 Vendors with City Accounts	
VI. Delivery and Performance	9
6.1 Partial Deliveries	
6.2 Non-Performance	

City of Hendersonville, NC Purchasing Policy

VII.	Inspection and Testing	9-10
	7.1 Rejection	
	7.2 Damaged Goods	
	7.3 Latent Defects	
VIII.	Vendor Relations	10
IX.	Sale of City Property	10
X.	Fuel Cards	10
XI.	Purchase Cards	11-12
	11.1 Employee Responsibilities	
	11.2 Receipts and Receipt Submission	
	11.3 Unauthorized Purchases	
	11.4 Consequences of Improper Use	
XII.	Fringe Benefits	12
XIII.	Exhibits	13

GLOSSARY

Bid: a multi-step process required of the City by North Carolina General Statutes. Quotes from three separate vendors are required during any bid process unless the good or service to be supplied is produced by only one vendor.

Informal Bid: A bid on items \$30,000.00 and above. Request for quotes are not required to be advertised to the public. Purchases in this category do not need to be approved by City Council.

Formal Bid: A bid on items \$90,000.00 and above or on services \$500,000.00 and above. Public advertisement of the request for quote and bid process must be made, bids must be opened in public forum, and City Council must approve the winning bid.

Quote: a price provided by a vendor on a provided good or service.

Informal Quote: a quote received via verbal communication, email, website, catalog, or fax.

Formal Quote: A price quote received via U.S. Mail, email, fax, or hand delivery.

Requisition: input into the financial system by a department to request the generation of a purchase order by the Finance Department prior to a purchase.

Purchase Order (PO): authorization for the purchase of goods sent by the Finance Department to a vendor prior to the purchase.

Request for Written Quotation (RFQ): A request sent to a vendor for a written quote on a certain good or service.

Encumbering: to commit a given amount of money to the payment of an order.

Purchasing/ Procurement: interchangeable, how the City obtains needed goods and services.

Department Head: The individual authorized to make purchasing decisions on behalf of his/her department.

Vendor: provider of a good or service.

I. FORWARD

This purchasing policy is intended for use as a guide to the City of Hendersonville's purchasing methods and practice. When used properly, the policies and procedures established herein will enable the City to obtain needed goods and services efficiently and economically. The goal of this policy is to give structure to the City of Hendersonville's procurement methods and to set guidelines for City departments.

The understanding and cooperation of all employees is essential in order for the City to maximize the value of each taxpayer dollar spent. While this manual does not answer all procurement related questions, it provides a sound foundation for City procurement methods.

The goals of the City's purchasing program are as follows:

1. To comply with legal and ethical requirements of public purchasing and procurement.
2. To assure vendors that impartial and equal treatment is afforded to all who conduct business with the City.
3. To receive maximum value for money spent by awarding purchase orders to the lowest responsible, responsive bidder, taking into consideration quality, performance, support, delivery schedule, previous performance, business location, and other relevant factors.
4. To provide City departments the required goods and services in a timely manner in the proper quantity and quality while providing necessary information to the City Finance Department.
5. To professionally administer the search for sources of supplies, the development of new sources, the selection of suppliers, negotiations, commitments, follow-ups, and adjustments.
6. To promote healthy business relationships through informed and fair purchasing practice and maintenance of ethical standards.
7. To maximize the standardization of products used by all departments in order to minimize stock levels and obtain better prices for necessary goods and services.

If the procedures and guidelines established in this manual are followed, each department will be capable of managing, controlling, and planning available resources to meet present and future needs in order to help the City meet set goals. Any questions or concerns about this manual or the established procedures should be directed to the City Finance Department.

This manual is effective immediately following City Council adoption and supersedes all previous purchasing or procurement instructions or directives.

II. GENERAL GUIDELINES

2.1 Local Buying

It is the desire of the City of Hendersonville to contract with vendors within the City and Henderson County whenever possible. The City has a responsibility to its citizens and local businesses; however, the City must ensure taxpayer money is spent with prudence. The City **does not** make purchasing decisions based exclusively on the location of the vendor; however, every effort will be made to encourage qualified local vendors and suppliers to compete for City business.

2.2 Planning

It is imperative that all City departments take time to properly plan purchases. Purchasing plans should be made for goods and services to be purchased in both the near and distant future; thereby minimizing small orders and last minute purchases. Planning is of highest importance to the City because proper planning reduces unnecessary clerical and supervisory time costs associated with the procurement process.

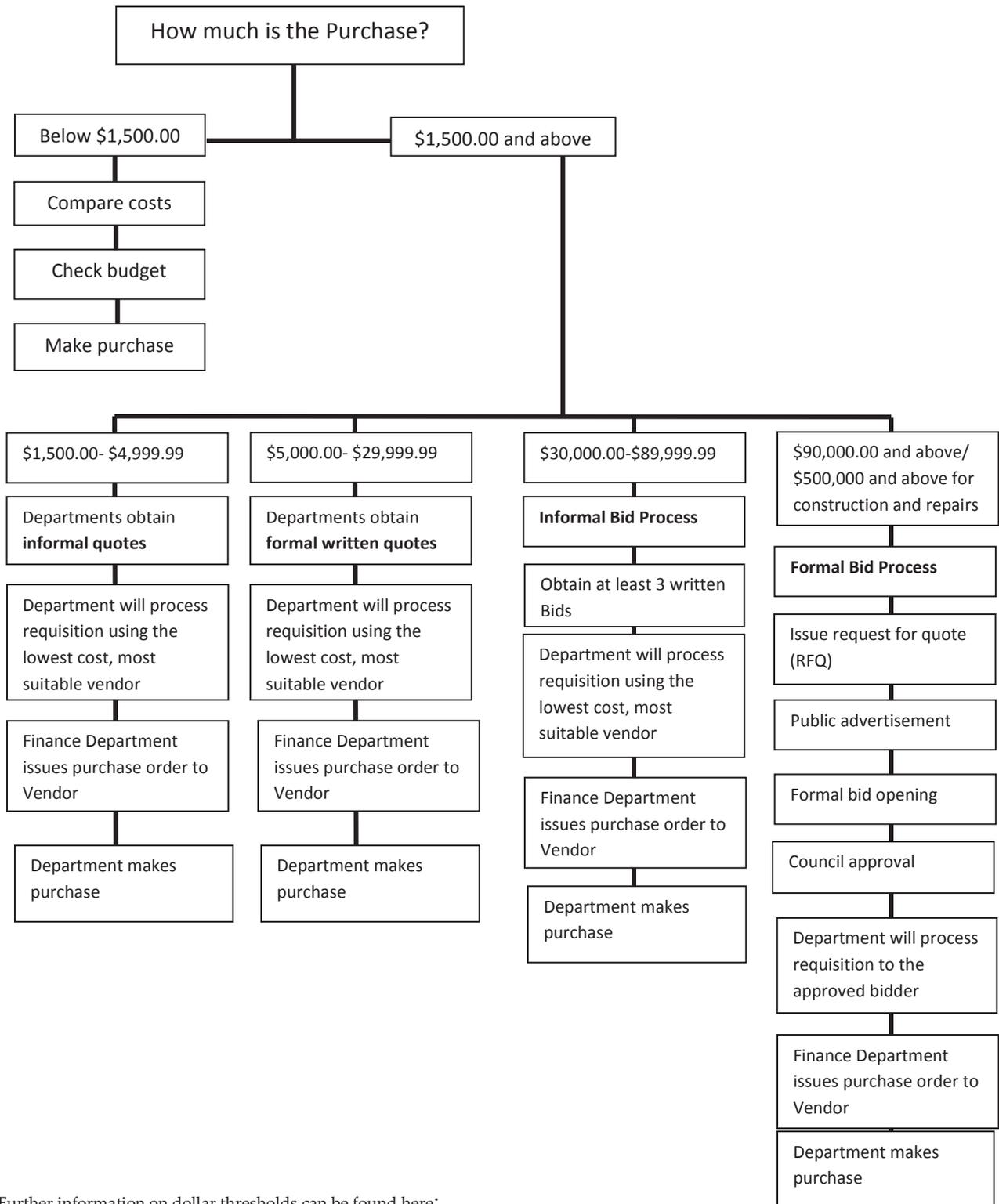
2.3 Buying Proper Quality

Quality and service are as important as price when considering goods for purchase; it is the duty of the requesting department to secure the most cost-effective good or service that will meet but not exceed the requirements for which the goods or services are intended. In some instances the lowest price does not necessarily mean the lowest cost. A higher price, higher quality product may save the City from excess expenses in the future. The requesting department should take this into consideration when making a purchase.

2.4 Authorization

Department Heads have been delegated the authority to approve purchases made under \$1,500.00. Department Heads should only authorize purchases for necessary goods when proper documentation is provided and funds are available to make the purchase. The Department Head or his designee must authorize each invoice with signature and date before forwarding to Finance for payment. This authorization verifies that the goods and or services have been received, the budgeted funds are available and the invoice has been coded to the proper account number.

PURCHASING FLOW CHART



Further information on dollar thresholds can be found here:
<http://www.sog.unc.edu/sites/www.sog.unc.edu/files/Dollar%20Thresholds%20Chart%202013.pdf>

III. PURCHASING PROCEDURE

3.1 Purchases less than \$1,500.00

Purchases less than \$1,500.00 do not require a Requisition or a Purchase Order (PO). These purchases may be made by utilizing the City's Procurement Card (P-Card) process, check requests, or vendor accounts. Please see the City's specific policy for acceptable P-Card expenses. Every purchase should follow a cost comparison to ensure a competitive price and quality for each good and service purchased. Issues that may override the price comparison process may include delivery time and material specifications.

ALL PURCHASES \$1,500.00 AND ABOVE REQUIRE A REQUISITION AND PURCHASE ORDER (PO).

3.2 Purchases between \$1,500.00 and \$4,999.99

Purchases in this price range may be obtained by the requesting department(s) through an **informal quote** process. No minimum number of quotes is required however, it is encouraged that every attempt is made to acquire at least three (3) quotes. The informal quotes may be received through verbal communications, email, or fax. Verbal quotes must be noted in typed or hand written form documenting price, date quoted, name of vendor, and name of the individual representative of the vendor. Quotes are to be scanned and submitted with the purchase requisition prior to purchase; after the purchase order is issued and approved, a purchase may be made.

3.3 Purchases between \$5,000.00 and \$29,999.99

Purchases in this price range are obtained through the **formal quote** process. In the formal quote process, the requesting department is required to receive at least three (3) quotes via U.S. Mail, email, fax, or hand delivery. The required three written quotes are to be scanned and submitted with/ attached to the purchase requisition prior to purchase; after the purchase order is issued and approved, a purchase may be made.

3.4 Purchases between \$30,000.00 and \$89,999.99

Purchases in this range must be obtained through **informal bids**. Departments are responsible for sending a request for quote (RFQ) and will allow vendors sufficient time to respond to the request based on the complexity of the request. RFQs in the informal bid range may or may not be advertised to the public. A minimum of three (3) vendors, if available, will receive the RFQ. Every effort will be made to obtain at least three (3) quotes. Quotes in the informal bid range may be submitted through U.S. Mail, email, fax, or hand delivery. No verbal quotes are acceptable in the informal bid price range. Purchases in the informal bid range do not require City Council approval. In this range, a no bid may be accepted as a bid. In accordance with N.C.G.S. § 143-131, a Request for Written Quotation will be used for purchases of \$30,000 to formal limits (3.2a) with or without advertising. The required three written informal bids are to be scanned and submitted with/ attached to the purchase requisition prior to purchase; after the purchase order is issued and approved, a purchase may be made.

3.5 Purchases \$90,000.00 and above/Services \$500,000.00 and above

Purchases in this range must be obtained through **formal bids**. Departments are responsible for sending a request for quote (RFQ) and will allow vendors sufficient time to respond to the request based on the complexity of the request. Every effort will be made to obtain at least three (3) bids. A newspaper advertisement must run at least seven (7) days prior to the bid opening. Written bids in this range must be submitted in a sealed envelope and must be opened at a public bid opening. Purchases in the formal range require City Council approval. In accordance with N.C.G.S. § 143-129, invitation for formal bids will be used for purchases of \$90,000 and greater (\$500,000 and greater for construction and repairs). This will include advertising in the local newspaper and/ or other advertising media as deemed appropriate and receiving sealed bids. The supporting documentation and all bids received are to be scanned and submitted with/ attached to the purchase requisition prior to purchase; after the purchase order is issued and approved, a purchase may be made.

IV. VENDOR SELECTION

4.1 Selection Policy

Vendors will be selected on a competitive basis. Formal bids and informal bids will be solicited by the requesting department. Bid awards, purchase orders and/ or contracts will be issued to the lowest, responsive, responsible bidder. The City of Hendersonville will not use vendors who have been debarred by Federal, State, or Local governments.

4.2 Gifts and Gratuities

City employees are prohibited from soliciting or accepting any rebate, money, costly entertainment, gift, or gratuity (with the exception of mementos and novelties of nominal value) from any person, company, firm or corporation to which any purchase order or contract is, or might be awarded. The City will not tolerate circumstances that produce, or reasonably appear to produce, conflicts between the personal interests of an employee and the interests of the City. Accordingly, the City may terminate, at no charge to the City, any purchase order contract if it is found that substantial gifts or gratuities were offered to a City employee. The City may also take disciplinary action, including dismissal, against a City employee who solicits or accepts gifts or gratuities of any value whatsoever.

V. SPECIAL PROCUREMENT PROCEDURES

5.1 Blanket Purchase Order

Blanket purchase orders will be issued to selected vendors for the procurement of certain items after competitive pricing has been completed and if budgeted funds are available. Blanket purchase orders are intended to expedite the procurement of frequently needed and repetitious supplies. Blanket purchase orders should be made for goods and services when the amount of clerical or administrative work otherwise involved is impractical. Examples of items procured through a blanket purchase order include: janitorial services, maintenance service contracts, chemicals, temporary personnel services, automotive parts, and others. Blanket purchase orders will encumber the requesting department's funds for any amounts remaining on the purchase order.

Requisition for blanket purchase orders must include all required information along with the following additional information:

1. Time period the purchase order is valid
2. Items covered by the blanket purchase order
3. The Not to Exceed (NTE) amount
4. A listing of all personnel approved to purchase from the blanket purchase order

All vendor delivery tickets must be signed by an authorized City employee indicating receipt of the goods and/ or services. All delivery tickets from blanket purchase orders must be scanned and forwarded to Accounts Payable as supporting documentation for invoice processing.

5.2 Emergency Purchases

In cases of emergencies, the Department Head or his/ her designee may purchase directly from any vendor the supplies or services whose immediate procurement is essential to prevent delays in work which may affect the life, health, safety, or convenience of City of Hendersonville employees or citizens.

The user department shall exercise good judgment and use established vendors if possible when making emergency purchases. Always obtain the best possible price and limit purchases to those items emergency related. **Not anticipating needs does not constitute an emergency situation.** First, determine if a true emergency does exist. Second, anticipate needs and avoid emergency situations whenever possible. Emergency orders are always costly. Vendors usually charge top prices if supplies or services must be obtained on an emergency basis.

During working hours, follow standard purchasing procedure as usual as soon as time and the situation permits.

After working hours, the following procedure should be used for emergency purchases: verify funds are available and if needed complete a Request to Transfer Funds form and forward

immediately to the Budget office. The packing slip or invoice received should be coded with the account(s) to be charged and signed, scan/ attach a brief explanation of the nature of the emergency and forward to Accounts Payable with the invoice. Emergency purchases, although sometimes necessary, are costly both in time and money. The use of emergency procedures should be limited and will be monitored for abuse.

5.3 Sole Source of Supply

In the event there is only one vendor capable of providing a particular good or service, the competitive pricing procedures outlined in this manual may be waived by the Finance Department. Whenever a Department Head decides to purchase goods from a sole source, he/she shall document on the requisition why only one company or individual is capable of providing the goods required. The provisions of N.C.G.S. § 143-129 will be followed requiring Council approval for sole source exception for all purchases made at or above statute levels.

5.4 Single Brand Convenience

The City recognizes in certain scenarios it is efficient to purchase items from a single provider rather than a variety of vendors. In such cases exceptions may be made to standard purchasing procedure; given proper documentation is provided. The purchaser should note reasons buying from a certain vendor will be more efficient in the long run and attach such documentation to each requisition.

Example: One brand of printer City-wide would allow the same type of ink cartridge to be ordered and reduces time cost related to finding multiple brands. This also allows the City to buy ink cartridges in bulk from a single provider, further reducing cost.

5.5 State of North Carolina Purchase Contract

All Departments may use the State of North Carolina Department of Administration Purchase and Contract Division whenever possible for procurement of capital and non-capital items. It shall be the responsibility of Department Heads to familiarize themselves with this purchasing method and to check for needed goods and services which are available through this resource at a lower cost than many other vendors offer. This system expedites the purchase of goods, offers pricing compatible with quotes received from formal and informal bids, and satisfies North Carolina General Statutes. Examples of goods on State Contract are: law enforcement vehicles, office furniture, copiers, janitorial supplies, copier paper, light bulbs, etc. Contact the Finance Department with questions regarding goods on State Contract.

The State of North Carolina Interactive Purchasing System can be found on the web at www.ips.state.nc.us/ips/Default.aspx.

The North Carolina E-Procurement System can be found on the web at <http://eprourement.nc.gov/>

5.6 Piggybacking

The department head may use the piggybacking process whenever necessary to purchase apparatus, supplies, materials, and equipment. Contracts in the informal range can be used as a tool to solicit additional bids, but no Council action is necessary. For purchases of \$90,000 and above, the provisions of N.C.G.S. § 143-129 will be followed.

5.7 Professional Services

Normal competitive procedures are difficult to use in securing professional services such as attorneys, planners, and other professionals who, in keeping with the standards of their discipline, will not enter into a competitive bidding process. When an agreement between a professional service company and the City is established, a purchase order with the proposed amount shall be issued to satisfy accounting and statutory requirements. Purchases from professionals shall otherwise follow N.C.G.S. § 143-64.31 and 64.32.

5.8 Service Contracts

All service contracts, for which the contractor will perform work while on City property, must be accompanied by a standard contract form. The contract must follow all signature procedures and contain all necessary insurance and payment options. The completed and signed contract must be reviewed by the City Attorney, signed by the City Manager, pre-audited by the Finance Director, and be filed in the office of the City Clerk. The executed contract should be scanned and attached to the department requisition that is forwarded to the Finance Department. The City will not enter into contractual agreements that are subject to automatic renewal and will attempt to structure contracts to coincide with the fiscal year.

Contracts authorized by City Council through direct award or budget authorization may be executed by the City Manager. Subsequent orders changing the original contract, which do not exceed the approved cost of the contract, will be executed by the City Manager.

City Council must approve all contracts that meet any of the following criteria:

1. Contracts subject to statutory bid thresholds
2. Contracts with terms greater than one year
3. Contracts exceeding budgetary approval, which require a budget amendment
4. Contracts suggesting a significant policy change as determined by the City Manager.

5.9 Vendors with City Accounts

The City should have accounts with certain vendors where possible in order to expedite the purchasing process for frequently needed minor items. In the event the City has an account with a certain vendor, City employees should not use purchase cards to obtain goods or services from the vendor. Proper purchasing procedures should be followed and only authorized purchases should be charged to City accounts.

VI. DELIVERY AND PERFORMANCE

A completed and accepted purchase order by the parties concerned must produce the intended results or objectives before it can be considered a successful or completed purchase. The terms and conditions must clearly define the delivery and performance requirements of the services, supplies, or equipment.

The importance of the delivery schedule will be emphasized to the vendor. Delivery requirements will be clearly written and fully understood by all vendors. If several items are required by the purchase order, there may be a different delivery schedule for each item. It is necessary to clearly indicate the delivery location on the requisition.

6.1 Partial Deliveries

Some purchase orders may list several items. It is possible the vendor may complete timely delivery on some items, which is referred to as "partial delivery". Upon receipt of a partial delivery, photocopy the purchase order; attach a copy of the signed delivery receipt and forward to the Finance Department along with the vendor invoice indicating which lines of the purchase order are to be paid.

6.2 Non-Performance

If a vendor fails to meet any requirements(s) of the specifications or terms and conditions of the contract or purchase order, the vendor can be cited for non-performance. The seriousness of non-performance will be evaluated based upon the circumstances of each violation.

VII. INSPECTION AND TESTING

Life and safety as well as successful operation of expensive equipment and supplies may depend upon how well a purchased item meets design and performance specifications. Goods and materials should be checked at the time of receipt for damage or defects. The inspection shall include assuring goods comply with the specifications. If damage is found or the goods fail to comply with the specifications, the item(s) shall be rejected as outlined below.

7.1 Rejection

In order to protect the City's rights in the event of rejection, for whatever reason, the vendor shall be informed immediately. Reasons for the rejection must be documented in memo form, attached to a copy of the purchase order and forwarded to the Finance Department in a timely manner.

7.2 Damaged Goods

One of the major reasons for immediately inspecting the goods or materials upon receipt is to detect any visible damage. It is necessary that all damage including evidence of concealed damage shall be documented by memo, attached to a copy of the purchase order, forwarded to the Finance Department, reported to the vendor as soon as possible, and informs the vendor of the damaged goods. When it is apparent that the extent of the damage causes the goods to be worthless, they will not be accepted.

7.3 Latent Defects

Latent defects may be the result of damage in transit or failure of the manufacturer to conform to specifications. Consequently, it is often difficult to fix responsibility for the defective material. If specific liability for the defect cannot be determined between the carrier, the vendor, or the manufacturer, the City may file a claim against all parties. A memo attached to a copy of the purchase order must be forwarded to the Finance Department.

VIII. VENDOR RELATIONS

Good vendor relations are valuable business assets established through mutual confidence and satisfactory business communication between buyer and seller. An important contribution toward promoting and preserving these relations is a clear understanding of the method of contract between buyer and seller. Any conflicts which may arise should be reported to the Finance Department.

IX. SALE OF CITY PROPERTY

The City Manager has been authorized by the Hendersonville City Council to declare as surplus single asset or property or a group of items with a value of up to \$30,000.00, to set its fair market value, and to convey title to the property and to advertise electronically the sale of any personal property. The City Manager shall sign the Sale of Property Authorization form **prior** to the sale or disposal of any City property. The Finance Department shall keep all approved forms, which will record a description of the property sold or exchanged, and the amount of money or other considerations received for each sale or exchange. N.C.G.S. § 160A-265 through 280 should be referenced before the sale of any City property in order to ensure statutes and procedure are followed properly.

X. FUEL CARDS

Fuel cards will be assigned to City owned vehicles and are required to be used to purchase fuel for City vehicles, or in some instances, to purchase fuel for other job-related equipment such as: weed-eaters, lawn mowers, leaf-blowers, etc. It is not appropriate for City employees to use fuel cards to purchase fuel for any other vehicle or equipment other than which the card was issued to. Fuel cards are required to remain with the assigned vehicle and any missing cards should be reported immediately. Employees are required to use their PIN when purchasing fuel. Any unauthorized use of a PIN not assigned to the employee will result in disciplinary action up to and including termination.

XI. PURCHASE CARDS

Purchase cards exist to provide departments a flexible and efficient way to make **small** purchases. Purchase cards empower the cardholder to acquire necessary materials to conduct business and/ or deliver services in a more convenient and expeditious manner. Purchase cards should not be used to procure items or services not directly related to City business. Purchase cards cannot be used to purchase fuel for city vehicles. All city vehicles will have fuel cards which must be used.

11.1 Employee Responsibilities

No purchase over \$1,500.00 shall be made using the purchase card system without a purchase order. Purchase cards assigned to employees may have approval limits set by Department Heads below the \$1500.00 policy threshold. If an employee needs to make a purchase above the limit set by the Department Head, the employee should consult with the Department Head before making a transaction.

1. The purchase card that each cardholder receives shall only be used by the cardholder. No other person is authorized to use this card. The cardholder may make transactions on behalf of others in their department/ division; however, the cardholder is responsible for all purchases charged to their card.
2. The total value of a transaction shall not exceed a cardholder's single purchase limit. Payment for a purchase shall not be split into multiple transactions to stay within the single purchase limit.
3. The cardholder is responsible for maintaining receipts of all card transactions and scanning all receipts into the purchase card banking system. Receipts are required for all purchases. Failure to scan and attach receipts in a timely manner may result in the cardholder losing the privilege of using a City purchasing card.
4. Purchase cards may be used by for lodging and for training/ professional activities. Purchase cards cannot be used for meals during employee travel. Cardholders should consult the City's Travel Policy for more information.

11.2 Receipts and Receipt Submission

Receipts should be collected and kept for all transactions. If a detailed receipt is not obtained from the vendor, a Lost/ Missing Receipt Form and a detailed list of what was purchased will be required with the receipt. Repeated lost or missing receipts may result in a cardholder losing the privilege associated with a City purchasing card. A detailed receipt should be provided for all purchases.

Receipts should be scanned into the on-line Purchase Card Bank system and attached to their corresponding transaction. Scanning receipts to the system will streamline the accounts payable procedure and make processing transactions simpler for all parties involved.

11.3 Unauthorized Purchases

Certain items should not be purchased by City employees. Any of the following items listed below have been deemed inappropriate for purchase by City employees:

1. Personal purchases or for personal identification
2. A single purchase that exceeds the cardholder's single purchase limit
3. Cash advances
4. Gift Cards
5. Alcoholic beverages
6. Purchase of in-room movies during a hotel/ motel stay while on City business

11.4 Consequences of Improper Use

A cardholder who makes unauthorized purchases or carelessly uses a purchase card will be liable to the City of Hendersonville for the total dollar amount of such purchases plus any administrative fees charged by the bank or card company in connection with the misuse. The cardholder's employment may also be terminated and will be subject to legal action.

Cardholders are expected to obtain the best prices available on purchases. Purchase of an item above market prices where the vendor gives the employee any form of gift, bonus, or premium whether in the form of cash or merchandise is considered a kickback, is illegal, and can result in disciplinary action up to and including termination of employment and lawful prosecution. City policy strictly forbids anything in exchange for making a purchase.

For further information regarding the City's Purchasing Card Policy, review the "Credit Card Purchases" form found at <http://www.cityofhendersonville.org/index.aspx?page=91>.

XII. FRINGE BENEFITS

Any item purchased for an employee must be a valid business expense and not considered wages to the individual. Clothing, non-monetary awards, meals, travel, and other items may be considered wages depending on circumstances. Awards of cash or cash equivalents are always considered wages regardless of the amount awarded. All awards and purchases considered wages to an employee must be processed through payroll and will be subject to all applicable taxes. Please contact the Finance Department with any questions.

Any award of cash or cash equivalents must be pre-approved by the City Manager.

XIII. EXHIBITS

Exhibit A. Items Not Requiring a Purchase Order

Exhibit B. Vendor Performance Evaluation

Exhibit C. Purchase Order/ Quote Form

Exhibit D. Sale of City Property Authorization

City of Hendersonville

Items Not Requiring a Purchase Order

1. Advertising: legal ads, radio announcements, etc.
2. Specified chemicals
3. Dues
4. Claim payments (Citizens filing for damages/ reimbursement)
5. Insurance
6. Medical examinations
7. Medical supplies (Fire and Rescue)
8. Land purchases & easements
9. Petty cash & replenishing funds
10. Postage
11. Refunds
12. Building rental
13. Tuition or other fees for approved educational purposes
14. Utilities (electricity, water, sewer, cable, internet, natural gas, trash, etc.)
15. Lease purchase payments
16. Approved travel arrangements and accommodations



City of Hendersonville

VENDOR PERFORMANCE EVALUATION

EXHIBIT B

Please take a moment to complete this vendor performance evaluation and return it to the City Finance Department.

Vendor Name: _____ Purchase Order #: _____

Date Promised: ____/____/____ Actual Delivery Date: ____/____/____

Details or Remarks: _____

Check all of the following that apply about the vendor & goods or services purchased:

- Suggests Cost-Saving Possibilities
- Competitive Pricing:
- Knowledge of Products and Industry
- Prompt & Accurate Technical Assistance
- Advises of any Potential Trouble
- Replaces Rejected Items in a Timely Manner
- Courteous & Helpful
- Handles Complaints Promptly
- Expedites and Handles All Courteously
- Delivers on or Before Specified Time

Quality of Item: _____ Delivery: _____

Service: _____ Comments: _____

PURCHASE ORDER QUANTITIES ARE OVER OR SHORT: _____

Overall Rating: Please rate the vendor for this purchase on a scale of 1-10 with (1) indicating unacceptable performance and (10) indicating extreme satisfaction with the vendor.

OVERALL RATING: _____



City of Hendersonville

PURCHASE ORDER/QUOTE FORM

EXHIBIT C

Employee Name:	Department:
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DATE QUOTES OBTAINED:	DATE GOODS ARE REQUIRED:	<input type="checkbox"/> DEPT WILL PICK UP <input type="checkbox"/> EMERGENCY ORDER
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	VENDOR 1 NAME	VENDOR 2 NAME:	VENDOR 3 NAME:
VENDOR #:			
CONTACT:			
PHONE #:			
TOTAL QUOTE:			

ACCOUNT #	QTY	ITEM DESCRIPTION	UNIT	TOTAL

REASON(S) QUOTES NOT OBTAINED /EXPLANATION OF SOLE SOURCE OR EMERGENCY:



City of Hendersonville

SALE OF CITY PROPERTY AUTHORIZATION

EXHIBIT D

The Department Head is required to obtain authorization from the City Manager **prior** to the sale or disposal of any City Property, regardless of value. Include any additional relevant information necessary. Please attach a photo of the item sold if available.

Complete the table below prior to the disposal of property:

PROPERTY SOLD		SALE PROCEEDS ESTIMATE	
PROPERTY CONDITION		DEPT/BUDGET WHICH MADE THE ORIGINAL PURCHASE	
YEAR		CITY I.D. #	
MILEAGE		VIN / SERIAL #	
MAKE		LISENCE PLATE#	
MODEL			

Other description, notes:

Department Head Signature: _____ Date: ____/____/____

City Manager Signature: _____ Date: ____/____/____

Complete the table below after the disposal of property:

NAME OF INDIVIDUAL OR BUSINESS THAT PROPERTY WAS SOLD TO:		DATE PAYMENT RECEIVED BY CITY:	
SALE PROCEEDS ACTUAL	\$	SIGNATURE OF CITY EMPLOYEE RECEIVING PAYMENT:	

This completed/ signed and authorized form must be submitted to the Finance Department along with the proceeds of any sale of property. If an item is scrapped or disposed of with no proceeds this completed/ signed and authorized form must be submitted to the Finance Department within 5 days of the disposition of property.



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Administration

Date Submitted: 07.28.15

Presenter: Tammie Drake

Date of Council Meeting to consider this item: 08.06.15

Nature of Item: Council Action

Summary of Information/Request:

Item # 17

EAST FLAT ROCK COMMUNITY PLAN ADVISORY COMMITTEE: The Henderson County Board of Commissioners invited the City to appoint a non-voting liaison to this committee. No new applications have been received.

SEVENTH AVENUE ADVISORY COMMITTEE (SAAC): There is one vacancy for an at-large position on this Committee. You have recently received applications from: Diane Caldwell, Ron Kauffman, and Sheryl Fortune.

DOWNTOWN ADVISORY COMMITTEE (DAC): Mr. Lew Holloway informed me of the resignation of Tim Lau. You recently received applications for this Board from: Scott Moore, Ashely Pirsig, Ian Edwards, Lori Dorsey and Rhonda Brissie.

ENVIRONMENTAL SUSTAINABILITY BOARD: The ESB consists of five City residents and up to four additional members residing outside the City may be appointed for their particular areas of expertise. The ESB has four vacant City positions. You have recently received one new application from Ian Edwards and there is one on file from Rhonda Brissie (both inside-City). Ms. Brissie also serves on the Business Advisory Committee.

WALK OF FAME STEERING COMMITTEE: The Council approved the Charter and Bylaws for this committee at your July 2 meeting. The City may appoint three members for staggered terms and will appoint the Chair in odd-numbered years. Staff will be making some recommendations on membership.

Budget Impact: \$ n/a _____ Is this expenditure approved in the current fiscal year budget? Yes 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 (re)appoint ...

Attachments: