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AGENDA

CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

FEBRUARY 7, 2013 – 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, non controversial in nature and are considered and approved by a single motion and vote.*
 - A. Consideration of Minutes: January 3, 2013 Regular, January 8, 2013 Special Meeting
 - B. Consideration of Special Event Permits:
 - i. Bark for Life Event
 - ii. Divco Milk Truck Day & Ice Cream Social
 - C. Consideration of Abatement of Nuisances
 - D. Consideration of Resolution Authorizing the Filing of an Application for Approval of a Financing Agreement Authorized by North Carolina General Statute 160A-20 to Build a New Fire Station, Replace a Fire Engine and Complete Phase 3 of the Main Street Rehabilitation Project
 - E. Consideration of Tax Releases and Refunds
 - F. Consideration of Waterline Extension Agreement for Carriage Park
 - G. Consideration of Budget Amendments:
 - i. Water/Sewer Department (mid-year adjustments – 5)
 - ii. Fire Department (1)

iii. Main Street (1)

iv. AMR (1)

H. Consideration of Documents Relating to the Community Development Block Grant with the Housing Assistance Corporation for Oak Haven

I. Consideration of Request to Waive User Fees at Berkeley Mills Park by Babe Ruth Baseball

6. Presentation of Donation of Funds to Interfaith Assistance Ministries for Helping Hand Outreach Assistance Program

Presenter: Mayor Barbara Volk

7. Quasi-Judicial Public Hearing – Consideration of an Application for a Special Use Permit to Construct a 10,906 square foot Fire Station at 604 Sugarloaf Road and to Rezone the Property from I-1 Industrial to C-3SU Highway Business Special Use

Presenter: Ms. Sue Anderson, Planning Director

8. Consideration of Memorandum of Understanding with Land-of-Sky Regional Council for the Metropolitan Planning Organization (MPO)

Presenter: Mr. Joshua King, Regional Planner, Land of Sky Regional Council of Governments

9. Update on Sister City Program

Presenter: Ms. Mary Jo Padgett

10. Discussion of Clock Tower at Seventh Avenue/Main Street

Presenter: Mr. Lew Holloway, Main Street Director

11. Presentation of Berkeley Mills Park Master Plan

Presenter: Mr. Gary Wirth, Wirth & Associates

12. Consideration of Resolution accepting the State Loan Offer for: Shepherd Creek/Atkinson Elementary Sewer Project, Wolfpen Sewer Interceptor Project and the Jackson Park Sewer Interceptor Project

Presenter: Mr. Brent Detwiler, City Engineering Director

13. Consideration of Budget Amendment to Purchase Equipment, to Balance the Budget, etc. for the Water/Sewer Fund

Presenter: Mr. Lee Smith, Utilities Director

14. Presentation of RFP for Grey Hosiery Mill Building

Presenter: Mayor Barbara Volk

15. Reports from Staff

a. Meeting Announcements/Reminders

Presenter: Mrs. Tammie Drake, City Clerk

Reminder of Special Council Meetings:

- Wednesday, February 20, 2013, 5:30 p.m. Closed Session
- Tuesday, March 5, 2013, 5:30 p.m. Closed Session

Other Training Opportunities

- NCLM RMS Regional Meetings – March 18, 2013, Asheville, NC
- 2013 Town Hall Day – March 27, 2013, Raleigh, NC

16. Consideration of Appointments to Boards/Commissions and Announcement of Vacancies

Presenter: Mrs. Tammie Drake, City Clerk

- a. Appointments for Consideration: Tree Board
- b. Announcement of Vacancies: Environmental Sustainability Board

17. Comments from Mayor and City Council Members

18. New Business

19. Closed Session: Property Acquisition

20. Adjournment



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Susan Frady

Department: Zoning

Date Submitted: 01/23/13

Presenter: Susan G. Frady, Zoning Administrator

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Council Action

Summary of Information/Request:

Item # 05bi

BARK FOR LIFE

On January 17, 2013, the Special Events Committee met and reviewed an application by The American Cancer Society for the Bark for Life Event to be held on Saturday, June 22, 2013 from 9:00 a.m. – 12:00 (noon) at the Historic Courthouse.

This is an annual event. Last year the event was held on Main Street between First and Second Avenue. This year the application is to expand south to Allen Street. The main portion of the event will be held at the Historic Courthouse with games and demonstrations. For safety purposes and to allow space for the vendors and activities Main Street will be closed from Second Avenue to Allen Street.

This event also needs approval by the City Council in order to allow an exemption to Section 10-7 of the City Code which prohibits animals at a special event.

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 agenda item for Bark For Life as presented.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Susan Frady

Department: Zoning

Date Submitted: 01/17/13

Presenter: Susan Frady, Zoning Administrator

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Council Action

Summary of Information/Request:

Item # 05bii

Divco Milk Truck Day & Ice Cream Social

On January 17, 2013, the Special Events Committee met and reviewed an application from Mike's On Main for the Divco Milk Truck Day & Ice Cream Social to be held Saturday June 29, 2013, from 10 a.m. – 4 p.m.

Main Street will remain open but the parking spaces on Main Street between the mid-block of Fifth Avenue and Third Avenue will be closed excluding the handicap accessible spaces. Also, Third Avenue East will be closed from the alley to Main Street and Third Avenue West will be closed from the ATM drive-thru to Main Street.

The milk trucks will be parked in the parking spaces along Main Street and live music, local dairy farm displays and games will be on the two sections of Third Avenue.

This is a new event and it has been reviewed by the Main Street Advisory Committee. The Main Street Advisory Committee recommended that Third Avenue be closed and that Main Street remain open.

The Special Events Committee voted unanimously to recommend approval of a special event permit for Divco Milk Truck Day & Ice Cream Social.

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 agenda item for Divco Milk Truck Day & Ice Cream Social as presented.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Susan G. Frady

Department: Zoning

Date Submitted: 01/29/13

Presenter: Susan G. Frady, Zoning Administrator

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Council Action

Summary of Information/Request:

Item # 05c

Pursuant to Section 26-40 of the City Code of Ordinances, I request approval for the City to cause certain nuisances to be remedied and to assess the actual cost to the property owner. I certify the following property owners have been notified of a nuisance condition by certified mail and have failed to take corrective action:

- 1) Christopher B. Capps - 1201 N. Main Street.
- 2) Leland E. Johnson - 726 First Avenue West.

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

I move that the City Council approve abatement by the City of the nuisances as listed and that the cost be assessed to the property owner.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Jim Rudisill

Department: Finance

Date Submitted: 01/14/13

Presenter: Jim Rudisill

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Council Action

Summary of Information/Request:

Item # 05d

The City plans to replace a fire engine, complete Phase 3 of the Main Street Rehabilitation Project and start construction on a new fire station by the end of fiscal year 2013. The City plans to finance these projects with an installment purchase agreement in the amount of \$6,000,000. In order to do so the City must pass a resolution authorizing the filing of an application for approval of a financing agreement as authorized by North Carolina General Statute 160A-20.

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

I make a motion to approve the resolution authorizing the filing of an application with the Local Government Commission for approval of a financing agreement to build a new fire station, replace a fire engine and complete Phase 3 of the Main Street Rehabilitation Project.

Attachments:

RESOLUTION AUTHORIZING THE FILING OF
AN APPLICATION FOR APPROVAL OF A
FINANCING AGREEMENT AUTHORIZED BY
NORTH CAROLINA GENERAL STATUTE 160A-20

**Return to
Agenda**

WHEREAS, the City Council of the City of Hendersonville, North Carolina, desires to build a new fire station, replace a fire engine and complete Phase 3 of the Main Street Rehabilitation Project to better serve the citizens of Hendersonville; and

WHEREAS, the City of Hendersonville desires to finance the Project by use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to the approval of the proposed contract.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Hendersonville, North Carolina, does hereby submit the following findings of fact as requested by the North Carolina Local Government Commission to supplement the application for approval of the installment purchase agreement:

SECTION 1: The City Council considers that an installment purchase agreement in the amount of \$6,000,000 is adequate to complete the above projects and is not excessive for the proposed purpose based upon the estimated costs for said projects; and

SECTION 2: The City Council of the City of Hendersonville is confident that debt management policies have been carried out in strict compliance with the law based upon audit reports and the City's cash management policies; and

SECTION 3: The City Council is confident that the budgetary and fiscal management policies have been carried out in compliance with the law based upon past audit reports; and

SECTION 4: The City Council does not foresee the need for a property tax increase in order to cover the increased debt service requirements of these projects; however, the Council will raise the tax rate if it is found to be necessary; and

SECTION 5: The City Council of the City of Hendersonville hereby designates the City Manager as representative of the City to file the application for approval of the installment purchase agreement with the North Carolina Local Government Commission; and

SECTION 6: The City of Hendersonville is not in default in any of its debt obligations.

SECTION 7: The City Attorney for the City of Hendersonville has rendered an opinion that the proposed project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

SECTION 8: The City Council has determined that the installment purchase agreement will be less expensive than the issuance of general obligation bonds for the above project.

SECTION 9: That the City Manager is hereby authorized to request proposals from banks and

financial institutions for the proposed financing of said automated water metering system.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 7th day of February , 2013.

Barbara Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk

MOTION TO APPROVE THE RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF A FINANCING AGREEMENT TO BUILD A NEW FIRE STATION, REPLACE A FIRE ENGINE AND COMPLETE PHASE 3 OF THE MAIN STREET REHABILITATION PROJECT.

g:\myfiles\firestationenginemainst.wpd



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Donna Fox

Department: Finance

Date Submitted: 01/11/13

Presenter: Jim Rudisill

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Council Action

Summary of Information/Request:

Item # 05e

POSTED REFUND TOTALS FOR FEBRUARY 2013

YEAR \$

2012 \$12,886.40

REFUND TOTAL \$12,886.40

POSTED DISCOVERY TOTALS FOR FEBRUARY 2013

YEAR \$

2012 \$10,712.80

DISCOVERY TOTAL \$10,712.80

POSTED RELEASE TOTALS FOR FEBRUARY 2013

YEAR \$

2003 \$38.62

2004 \$38.06

2005 \$40.66

2006 \$17.86

2008 \$5.43

2009 \$692.20

2010 \$784.70 This is a list of Releases, Refunds and Discoveries for February 2013.

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

I move to approve the tax releases, refunds and discoveries as presented by staff.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By:
Date Submitted:
Date of Council Meeting to consider this item:
Nature of Item:

Department:
Presenter:

Summary of Information/Request:

Item #

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

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Lee Smith

Department: Water/Sewer

Date Submitted: 01/29/13

Presenter: Lee Smith

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Council Action

Summary of Information/Request:

Item # 05gi

Each budget cycle the departments prepare a mid-year and year-end budget amendments in order to maintain balanced and accurate budgets. Attached are the budget amendments being requested by Water and Sewer that require city council consideration and approval. Please let us know if you have any questions or require additional information.

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

I move to approve the requested mid-year budget amendments for Water and Sewer, as presented and recommended by staff.

Attachments:

Budget Amendment Requests for:

607110 - Administration

607125 - Shop Operations

607123 - Facilities Maintenance

607126 - Water Maintenance

607124 - Water Treatment

BUDGET AMENDMENT

**Return to
Agenda**

To: Jim Rudisill, Finance Director
From: Lee Smith, Utilities Director

Date: 1/28/13

BE IT RESOLVED, that the following amendments be made to the Adopted Budget for the City of Hendersonville for the fiscal year ending June 30, 2013.

Account Number		Description of Account	Increase	Decrease
607125	512100	Salaries & Wages - Regular		\$ 7,107
607125	512200	Salaries & Wages - Overtime	\$ 3,000	
607125	518300	Group Med & Life Insurance	\$ 819	
607125	523000	Medical Supplies	\$ 247	
607125	525100	Gasoline & Diesel	\$ 2,000	
607125	525200	Tires	\$ 178	
607125	532100	Telephone	\$ 352	
607125	535100	R&M - Buildings	\$ 11	
607125	535300	R&M - Auto / Trucks	\$ 500	
TOTAL			\$ 7,107	\$ 7,107

EXPLANATION: Budget amendment is being requested to balance budget for this division. We are requesting an adjustment in several expenditure line accounts in order to balance the budget for mid-year. There will be no net change in this budget.

TOTAL CURRENT BUDGET APPROPRIATION	\$ 854,300
AMOUNT OF INCREASE/DECREASE	\$ -
TOTAL CURRENT AMENDED BUDGET APPROPRIATION	\$ 854,300

City Manager 1/28/13
Date

Finance Director 1/28/13
Date



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Jim Rudisill

Department: Finance

Date Submitted: 01/23/13

Presenter: Jim Rudisill

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Council Action

Summary of Information/Request:

Item # 05gii

This budget amendment amends the existing Fire Station Project budget based upon the latest project estimates provided by ADW Architects and will be financed as a part of the \$6,000,000 loan that will include the new fire engine and Phase 3 of the Main Street Rehabilitation Project.

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

Consent Agenda. If moved to the regular agenda the motion will be:

I move to approve the budget amendment that amends the Fire Station Project for the latest estimates provided by ADW Architects.

Attachments:

Budget Amendment

BUDGET AMENDMENT

**Return to
Agenda**

TO: MAYOR, CITY COUNCIL
AND CITY MANAGER

DATE: February 7, 2013

FIRE STATION
CAPITAL PROJECTS FUND

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	DEBIT (+)	CREDIT (-)
590000-519000	Professional Services - Fire Station	\$22,710	
590000-519400	Professional Services - Building	\$27,600	
590000-558000	Capital Outlay - Buildings	\$1,517,390	
590000-599100	Contingencies	\$79,900	
590000-499100	Proceeds of Debt		\$1,620,000
590000-498210	Operating Transfer from General Fund		\$27,600
109619-563200	Contribution to Fire Station Project	\$27,600	
100090-499200	Fund Balance Appropriated		\$27,600

EXPLANATION: To amend the Fire Station Capital Project Fund for professional services and construction costs related to the new fire station and additional professional services related to the existing building that will be adjacent to the new fire station.

TOTAL CURRENT BUDGET APPROPRIATIONS \$1,980,000

AMOUNT OF INCREASE/(DECREASE) 1,647,600

TOTAL CURRENT AMENDED BUDGET \$3,647,600

CITY MANAGER

FINANCE DIRECTOR



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Jim Rudisill

Department: Finance

Date Submitted: 01/22/13

Presenter: Jim Rudisill

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Council Action

Summary of Information/Request:

Item # 05giii

This budget amendment amends the existing Main Street Rehabilitation Project budget for Phase 3 of the program that will be financed as a part of the \$6,000,000 loan that will include the new fire station and fire engine.

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

Consent Agenda. If moved to the regular agenda the motion will be:

I move to approve the budget amendment that amends the Main Street Rehabilitation Project for Phase 3 of the program.

Attachments:

BUDGET AMENDMENT

**Return to
Agenda**

TO: MAYOR, CITY COUNCIL
AND CITY MANAGER

DATE: February 7, 2013

BE IT RESOLVED, THAT THE FOLLOWING AMENDMENTS BE MADE TO THE ADOPTED BUDGET FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA FOR THE FISCAL YEAR ENDING JUNE 30, 2013.

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	DEBIT (+)	CREDIT (-)
380000-559900	Capital Outlay - Other Improvements	1,527,360	
380000-447200	Payment-In-Lieu of Sidewalks		19,050
380000-498210	Transfer from General Fund		45,000
380000-498260	Transfer from Capital Reserve		264,700
380000-499100	Proceeds of Debt		1,198,610
		1,527,360	1,527,360
609619-498238	Operating Transfer to Main Street	264,700	
600090-499200	Fund Balance Appropriated		264,700

EXPLANATION: To amend the Main Street Rehabilitation Project budget for Phase 3 financing.

TOTAL CURRENT BUDGET APPROPRIATIONS	\$1,887,870
AMOUNT OF INCREASE/(DECREASE)	<u>1,527,360</u>
TOTAL CURRENT AMENDED BUDGET	<u>\$3,415,230</u>

CITY MANAGER

FINANCE DIRECTOR



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Lee Smith

Department: Water/Sewer

Date Submitted: 01/30/13

Presenter: Lee Smith

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Council Action

Summary of Information/Request:

Item # 05g

WATER AND SEWER - 767126 (AMI Capital Project) BUDGET AMENDMENT

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	DEBIT (+)	CREDIT (-)
767126 599100	Contingencies		\$166,880
767126 559900	Cap Outlay - Other Impr.	\$166,880	

Explanation: Budget amendment is being requested to transfer \$166,880 from the AMI project contingency account (767126-599100) to our project expense account (767126-559900) to fund Customer Change Order No. 2 (attached)with Energy Systems Group, previously approved by the city manager. This amendment, if approved by council, will create no net change in this project budget.

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

I move to approve the budget amendment for Water and Sewer, associated with the AMI Capital Project budget, as presented and recommended by staff.

Attachments:

Copy of Customer Change Order No. 2

Copy of Invoice for Customer Change Order No. 2

Energy Systems Group, LLC
4655 Rosebud Lane
Newburgh, Indiana
47630 (812)-492-3700

Project Name:
City of Hendersonville AMI Project

Customer Change Order

To: **City of Hendersonville**
William Ferguson
305 Williams Street
Hendersonville, NC 28792

Date 09-17-12 CCO No: 02

The purpose of this document is to identify and communicate potential changes in the project Scope of Work that are to be funded by the customer's contingency, and to facilitate discussion and agreement by Energy Systems Group (ESG) and the City of Hendersonville (Customer).

Important Notes: This Customer Change Order (CCO) does not constitute a modification to the base Contract or related financing agreement. For this project, the Customer has set aside contingency funds which are separate and independent from the base Contract and financing agreement. As change items arise, which are to be funded from this customer contingency, ESG will submit a CCO form for joint review and approval. Upon acceptance and signature of the CCO form, ESG will proceed to schedule and implement the approved change(s). ESG will invoice for these change items separately from the base Contract process, and upon receipt of the related invoice, the Customer agrees to make the corresponding payment to ESG within 30 days. If multiple CCO forms are presented over the course of the project, ESG will maintain a status log for easy reference. If it becomes necessary to formally modify the base Contract or financing agreement, the related details will be processed using a Contract Modification form in accordance with the contract documents.

Change Item: Tower Changes

Description of the Changes:

After the award of the Contract, the scope of work related to the tower design, manufacturing, and installation changed. The major items as detailed in the attachment include:

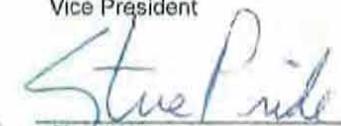
- Site 1 Sugar Loaf - Tower height increase and foundation changes
- Site 3 Bearwallow Mountain – Tower height decrease
- Site 7 Ashfield Court – Tower height decrease
- Site 9 Armstrong Ave – Tower height increase and foundation changes
- Site 12 Pinnacle Ridge – Foundation changes
- Site 13 Summerfield Place – Foundation changes

Summary:

Change to Costs **\$ 166,872.00**
Change to Duration 15 Days

Energy Systems Group

Steve Pride
Vice President


Signature 9-26-12
Date

Customer Acceptance

William Ferguson
City Manager


Signature 10/5/12
Date

City of Hendersonville
Customer Change Order No. 001 - Meter Changes

Description	Material	Install	Total Price
Direct Construction Cost			
Change Retrofits to New Meters			
- Add 739 "New" 3/4" Meters	\$ 68,173	\$ 29,006	\$ 97,179
- Delete 739 Retrofits for 3/4" Meters	\$ (40,645)	\$ (14,780)	\$ (55,425)
- Add 19 "New" 1" Meters	\$ 2,695	\$ 746	\$ 3,440
- Delete 19 Retrofits for 1" Meters	\$ (1,045)	\$ (380)	\$ (1,425)
Remove 72 Meters from Install Scope. Customer to Perform.	\$ -	\$ -	\$ -
- Delete 50 Meters 1.5" T2, Turnover to Customer	\$ -	\$ (11,000)	\$ (11,000)
- Delete 16 Meters 2" T2, Turnover to Customer	\$ -	\$ (3,520)	\$ (3,520)
- Delete 5 Meters 3" C2, Turnover to Customer	\$ -	\$ (2,625)	\$ (2,625)
- Delete 1 Meters 6" C2, Turnover to Customer	\$ -	\$ (825)	\$ (825)
Changes to the 6" Meter Plan	\$ -	\$ -	\$ -
- Add 1 Extra C2 Meter (9 total needed). Turnover to customer.	\$ 3,454	\$ -	\$ 3,454
- Delete 3 C2 Meters	\$ (10,363)	\$ (2,475)	\$ (10,363)
- Add 3 F2 Meters	\$ 20,670	\$ 2,475	\$ 20,670
Subtotal	\$ 42,939	\$ (3,379)	\$ 39,560
			\$ -
Taxes (6.75%)	\$ 2,898	\$ -	\$ 2,898
Project Management	\$ -	\$ 1,048	\$ 1,048
Other		\$ -	\$ -
Subtotal	\$ 45,837	\$ (2,331)	\$ 43,507
Indirect Construction Cost			
As-Built Drawings	\$ -	\$ -	
O&M Manuals: Design/Develop/Print - Other Project Documentation and Reports	\$ -	\$ -	\$ -
Quality Control & Assurance - Residential Issues	\$ -	\$ -	
Safety Compliance --Bi-Weekly Meetings & Internal Reports	\$ -	\$ -	
Public Relations - Press Release & Media Alerts - Public Awareness	\$ -	\$ -	
Subtotal	\$ -	\$ -	\$ -
General Conditions/Administration			
Permits, Insurance Fees, Performance Bonds	\$ -	\$ -	\$ 433
Administration		\$ -	\$ 27
Warranty Servicing	\$ -	\$ -	\$ 48
Subtotal	\$ -	\$ -	\$ 508
Project Development / Engineering			
Additional Vists / Engineering / Rework	\$ -	\$ -	\$ -
Updates to Database, Plans, and Reporting	\$ -	\$ -	\$ 260
Subtotal	\$ -	\$ -	\$ 260
Total Construction	\$ -	\$ -	\$ 44,275
Fixed Overhead Costs @ 10%			\$ 4,428
Total Costs			\$ 48,703
Profit @ 5%			\$ 2,435
Total Price			\$ 51,138

City of Hendersonville
Customer Change Order No. 002 - Tower Changes

SITE DETAILS

Site	Budget	Revised	Savings	Changes	Net Change	New Site Total
Site 1 - Sugar Loaf	\$78,206	\$76,395	\$1,811	\$101,930	\$100,119	\$178,325
Site 2 - Clear Creek	\$119,118	\$115,563	\$3,554	\$1,560	-\$1,994	\$117,123
Site 3 - Bearwallow Mountain	\$99,292	\$96,874	\$2,418	-\$3,290	-\$5,708	\$93,584
Site 4 - Bumey Mountain	\$84,118	\$82,047	\$2,071	\$780	-\$1,291	\$82,827
Site 5 - High Vista	\$83,940	\$81,858	\$2,082	\$3,120	\$1,038	\$84,978
Site 6 - Timber Cove	\$79,754	\$77,869	\$1,884	\$780	-\$1,104	\$78,649
Site 7 - Ashfield Court	\$95,835	\$93,255	\$2,580	-\$2,295	-\$4,875	\$90,960
Site 8 - Oak Knoll	\$80,123	\$78,292	\$1,831	\$780	-\$1,051	\$79,072
Site 9 - Armstrong Ave	\$88,342	\$86,086	\$2,255	\$37,389	\$35,134	\$123,475
Site 10 - High Road (Flat Rock)	\$72,493	\$70,703	\$1,790	\$3,120	\$1,330	\$73,823
Site 11 - Argyle Lane	\$78,945	\$77,103	\$1,842	\$780	-\$1,062	\$77,883
Site 12 - Pinnacle Ridge	\$81,149	\$79,216	\$1,934	\$9,290	\$7,356	\$88,506
Site 13 - Summerfield Place	\$84,885	\$82,785	\$2,100	\$9,290	\$7,190	\$92,075
	\$1,126,200	\$1,098,047	\$28,153	\$163,234	\$135,081	\$1,261,281

CHANGE ORDER PRICING

Description	Design	Material	Install	Foundation	Total Increase
Direct Construction Cost					
Site 1 - 80' to 150' with Foundation Changes	\$ 2,600	\$ 20,605	\$ 58,325	\$ 20,400	\$ 101,930
Site 2 - Design and permitting process only	\$ 1,560				\$ 1,560
Site 3 - 80' to 50' SST	\$ 2,600	\$ (5,890)	\$ -	\$ -	\$ (3,290)
Site 4 - Design and permitting process only	\$ 780				\$ 780
Site 5 - Design and permitting process only	\$ 3,120				\$ 3,120
Site 6 - Design and permitting process only	\$ 780				\$ 780
Site 7 - 80' to 10' Tank to 50' Monopole	\$ 1,820	\$ (4,115)	\$ -	\$ -	\$ (2,295)
Site 8 - Design and permitting process only	\$ 780				\$ 780
Site 9 - 80' to 100' with Foundation Changes	\$ 2,340	\$ 6,970	\$ 28,079	\$ -	\$ 37,389
Site 10 - Design and permitting process only	\$ 3,120				\$ 3,120
Site 11 - Design and permitting process only	\$ 780				\$ 780
Site 12 - Foundation Changes	\$ 1,040			\$ 8,250	\$ 9,290
Site 13 - Foundation Changes	\$ 1,040			\$ 8,250	\$ 9,290
	\$ 22,360	\$ 17,570	\$ 86,404	\$ 36,900	\$ 163,234
Savings					\$ 28,153
Subtotal					\$ 135,081
Project Management					\$ 3,963
Subtotal					\$ 139,044
Indirect Construction Cost					
As-Built Drawings		\$ -	\$ -		
O&M Manuals: Design/Develop/Print - Other Project Documentation and Reports		\$ -	\$ -		
Quality Control & Assurance - Residential Issues		\$ -	\$ -		
Safety Compliance - Bi-Weekly Meetings & Internal Reports		\$ -	\$ -		
Public Relations - Press Release & Media Alerts - Public Awareness		\$ -	\$ -		
Subtotal		\$ -	\$ -		\$ -
General Conditions/Administration					
Permits, Insurance Fees, Performance Bonds		\$ -	\$ -		\$ 1,384
Administration			\$ -		\$ 87
Warranty Servicing		\$ -	\$ -		\$ 3,963
Subtotal		\$ -	\$ -		\$ 5,434
Project Development / Engineering					
Additional Visits / Engineering (Included above)		\$ -	\$ -		\$ -
Other		\$ -	\$ -		\$ -
Subtotal		\$ -	\$ -		\$ -
Total Construction		\$ -	\$ -		\$ 144,478
Fixed Overhead Costs @ 10%					\$ 14,448
Total Costs					\$ 158,926
Profit @ 5%					\$ 7,946
Total Price					\$ 166,872



**Return to
Agenda**

4655 Rosebud Lane
Newburgh, IN 47630

Tel 812.471.5000
Fax 812.475.2544

January 16, 2013
Invoice # 020-0005583

Mr. Lee Smith
Director of Utilities
305 Williams Street
Hendersonville, NC 28792

Dear Mr. Smith,

We have completed all of the work involved with the tower related changes on approved Customer Change Order #02. Enclosed you will find the invoice for the completed work.

Please note - "This invoice is to be paid from City contingency funds, separate from the AMI Project financing agreement."

Thank you,

A handwritten signature in blue ink, appearing to read "Dennis J. Perrey", is written over the "Thank you," text.

Dennis J. Perrey
Vice President

C/C: Tony Lucear
Joel Harrison
Dennis Frady

**Hendersonville AMI Project
ESG INVOICE DETAILS 01-16-13 ***

Reference: Customer Change Order No. 002 - Tower Changes

Description	Design	Material	Install	Foundation	Total Increase
Direct Construction Cost					
Site 1 - 80' to 150' with Foundation Changes	\$2,600.00	\$20,605.00	\$58,325.00	\$20,400.00	\$101,930.00
Site 2 - Design and permitting process only	\$1,560.00				\$1,560.00
Site 3 - 80' to 50' SST	\$2,600.00	-\$5,890.00			-\$3,290.00
Site 4 - Design and permitting process only	\$780.00				\$780.00
Site 5 - Design and permitting process only	\$3,120.00				\$3,120.00
Site 6 - Design and permitting process only	\$780.00				\$780.00
Site 7 - 80' to 10' Tank to 50' Monopole	\$1,820.00	-\$4,115.00			-\$2,295.00
Site 8 - Design and permitting process only	\$780.00				\$780.00
Site 9 - 80' to 100' with Foundation Changes	\$2,340.00	\$6,970.00	\$28,079.00		\$37,389.00
Site 10 - Design and permitting process only	\$3,120.00				\$3,120.00
Site 11 - Design and permitting process only	\$780.00				\$780.00
Site 12 - Foundation Changes	\$1,040.00			\$8,250.00	\$9,290.00
Site 13 - Foundation Changes	\$1,040.00			\$8,250.00	\$9,290.00
Savings					
					-\$28,153.00
Project Management					
					\$3,962.88
Indirect Construction Cost					
As-Built Drawings					
					\$0.00
O&M Manuals: Design/Develop/Print - Other Documentation and Reports					
					\$0.00
Quality Control & Assurance - Residential Issues					
					\$0.00
Safety Compliance --Bi-Weekly Meetings & Internal Reports					
					\$0.00
Public Relations - Press Release & Media Alerts - Public Awareness					
					\$0.00
General Conditions/Administration					
Permits, Insurance Fees, Performance Bonds					
					\$1,384.00
Administration					
					\$87.41
Warranty Servicing					
					\$3,962.88
Project Development / Engineering					
Additional Vists / Engineering (Included above)					
					\$0.00
Subtotal					\$144,478.16
Other					
Fixed Overhead Costs @ 10%					
					\$14,447.82
Profit @ 5%					
					\$7,946.30
TOTAL					\$166,872.00
Previous Amounts Paid					
					\$0.00
TOTAL DUE THIS INVOICE					
					\$166,872.00

% Complete	Amount Due
100.00%	\$101,930.00
100.00%	\$1,560.00
100.00%	-\$3,290.00
100.00%	\$780.00
100.00%	\$3,120.00
100.00%	\$780.00
100.00%	-\$2,295.00
100.00%	\$780.00
100.00%	\$37,389.00
100.00%	\$3,120.00
100.00%	\$780.00
100.00%	\$9,290.00
100.00%	\$9,290.00
100.00%	-\$28,153.00
100.00%	\$3,962.88
100.00%	\$0.00
100.00%	\$0.00
100.00%	\$0.00
100.00%	\$0.00
100.00%	\$1,384.00
100.00%	\$87.41
100.00%	\$3,962.88
100.00%	\$0.00
100.00%	\$14,447.82
100.00%	\$7,946.30
100.00%	\$166,872.00
	\$0.00
	\$166,872.00

* This invoice to be paid from City contingency funds, separate from the Financing Agreement.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Sam Fritschner

Department: Legal

Date Submitted: 01/31/13

Presenter: Sam Fritschner

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Council Action

Summary of Information/Request:

Item # 05h

In late summer of 2011 the Council approved a plan whereby the City would be the grant recipient for a Community Development Block Grant (CDBG) for the Oak Haven Apartments developed by The Housing Assistance Corporation (HAC).

The legal department has prepared documents to effectuate this project including the following:

1. Agreement for Technical Services and Grant Funds related to a CDBG Small Cities Development Grant (between the City of Hendersonville and HAC)
2. Fair Housing Plan
3. Analysis of Impediments Plan
4. Equal Employment Procurement Policy
5. Section 504 Plan
6. Citizen Participation Plan
7. Language Access Plan

Separate motions would (1) adopt plans as required by the North Carolina Department of Commerce and (2) authorize the Mayor to execute the Agreement with HAC.

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

1. I move the City Council to adopt the following:

Fair Housing Plan, Analysis of Impediments Plan, Equal Employment Procurement Policy, Section 504 Plan, Citizen Participation Plan, Language Access Plan

2. I move the City Council to authorize the Mayor to execute the agreement concerning grant funds with The Housing Assistance Corporation.

Attachments:

1. Resolution concerning plans listed 2. Agreement with HAC 3. Fair Housing Plan 4. Analysis of Impediments Plan (Separate Document) 5. Equal Employment Procurement Policy 6. Section 504 Plan 7. Citizen Participation Plan 8. Language Access Plan.

RESOLUTION # _____

**A RESOLUTION ADOPTING CERTAIN PLANS IN FURTHERANCE OF
ACCEPTANCE OF COMMUNITY DEVELOPMENT BLOCK GRANTS**

WHEREAS the City Council has determined that low- and moderate-income housing development within the City is a benefit to the City and its citizens, and

WHEREAS the Council has determined to adopt certain plans in furtherance of acceptance of Community Development Block Grants for the purpose of construction of roads and pedestrian facilities at the Oak Haven Housing Development,;

NOW, BE IT THEREFORE RESOLVED that the City Council adopt and it does by these presents adopt the following plans as attached hereto:

1. Fair Housing Plan
2. Analysis of Impediments Plan
3. Equal Employment Procurement Policy
4. Section 504 Plan
5. Citizen Participation Plan
6. Language Access Plan

By resolution adopted this seventh day of February 2013.

Barbara Volk
Mayor, City of Hendersonville

ATTEST:

Tammie K. Drake, CMC
City Clerk

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**AGREEMENT FOR TECHNICAL SERVICES AND GRANT FUNDS RELATED TO A
CDBG SMALL CITIES DEVELOPMENT GRANT**

THIS AGREEMENT executed as of the 12 day of September 2011 by and between the City of Hendersonville, a municipal corporation subject to the provisions of N.C.G.S. chapter 160A (the "City") and The Housing Assistance Corporation, a North Carolina not-for-profit corporation ("HAC").

W I T N E S S E T H:

that in consideration of the promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties as of the date and in the place first hereinabove provided have agreed and do agree as follows:

1. Employment and Scope of Services

(a) The City engages HAC, and HAC agrees, to perform in a satisfactory and proper manner, the work described herein and in the Scope of Services as provided in Exhibit A attached hereto and made part hereof by this reference and in the City's project application.

(b) the City may from time to time request changes in the Scope of Services to be performed by HAC. Such changes, including any increases or decreases in Community Development Block Grant ("CDBG") funds, which are agreed upon between the City and HAC shall be incorporated as written amendments to this Agreement.

(c) The work of HAC hereunder shall be undertaken and completed in such sequence as to assure expeditious completion in accordance with the time schedule set forth in the Scope of Services and as shown on Exhibit B.

2. Terms and Conditions

(a) Unless otherwise directed by the City, HAC shall remit all repayment, interest, and other return on the investment of CDBG funds in excess of operating costs directly to the City. HAC assumes all responsibility for recycling of CDBG funds expended for this project. HAC will account for all CDBG funds on its books and do all such things as may be within its power to ensure that such funds are recycled into other future small cities development programs within the City of Hendersonville.

(b) HAC shall request reimbursement of expenditures from the City in accordance with the policies and procedures of its CDBG program for payment of eligible costs and shall request an amount of funds limited to that needed to cover these costs.

(c) HAC shall comply with the provisions of this Agreement even when HAC designates a third party or third parties to undertake all or any part of the program. All third parties shall be bound in writing to the provisions of this agreement.

(d) HAC shall reimburse the City for any amount of CDBG funds determined to have been improperly expended through negligence or fraud on the part on behalf of HAC, and the City shall have the right to recover any questioned costs or overpayments resulting from such negligence.

(e) HAC shall permit the City or its designee to carry out monitoring and evaluation activities as determined necessary by the City, the State of North Carolina, and the United States, or any of them.

(f) HAC shall notify the City of any changes in HAC's 501(c)(3) tax-exempt status through the period of affordability.

3. Completion of Work

The work of HAC shall commence on or before 19 September 2011 and shall be undertaken and completed in such sequence as to assure prompt completion appropriate to the purposes of this Agreement, but in any event, all work hereunder shall be completed by 22 August 2014.

4. Compensation and Method of Payment

(a) Payment of invoices for work accomplished on infrastructure projects provided in the approved CDBG grant application will be submitted to the City's finance department for direct payment following approval of such invoices by the City's manager and HAC's executive director. Payments will not exceed \$140,000.00 for the project.

(b) The cost of this project is \$126,000.00 for the purpose of constructing street and pedestrian facilities for low and moderate-income housing and \$14,000.00 for grant administration.

(c) HAC will issue an initial invoice to the City for the actual costs of the market study and grand preparation. The City will issue a check to HAC upon receipt of the invoice.

(d) HAC thereafter will issue an invoice to the City each month detailing the cost of work performed. The City will issue a check to HAC upon receipt of the monthly invoice.

(e) Payment of invoices for work accomplished on street and pedestrian facilities outlined in the grant application will be submitted to the City's finance department for direct payment following approval of these invoices by the City's manager and HAC's executive director. Such payments will not exceed \$126,000.00 for the project.

(f) All changes in the approved use of budgeted funds shall be subject to prior review of and approval by the City as described herein. Budget revisions shall be requested before processing any request for payment that exceeds the amount of budgeted funds.

(g) Funds may be shifted between line items of the project without prior approval of the North Carolina Commerce Department only to the extent that such shifting does not result in a substantial change in the project provided that shifted funds do not exceed fifteen percent of the line item total from which the funds are being removed or to which the funds are being added.

(h) Costs and expenses not eligible under the CDBG program or which are not covered by the project budget shall be borne by HAC.

5. Records and Reports

(a) HAC shall maintain and shall make available at reasonable times and places to the City such records and accounts, including property, personnel and financial records, as are deemed by the City necessary to assure a proper accounting for all project funds.

(b) HAC shall provide any duly authorized representatives of the City, the State of North Carolina, the United States Department of Housing and Urban Development (“HUD”) and the Comptroller General of the United States, at all reasonable times, access to and the right to inspect, copy and monitor all of the documents (which word shall have the broadest reasonable construction) relating to the CDBG funds and the fulfillment of this Agreement for a period of three years following the completion of all close-out procedures respecting CDBG funds, and the final settlement and conclusion of all issues arising from the CDBG grant.

(c) Upon request of the City HAC shall provide to the City, not later than the fifth day of each calendar month, a monthly activity report which notes accomplishments, beneficiaries, problems encountered, changes in work schedules, and any other information reasonably required by the City. HAC shall complete and submit an Annual Performance Report and other reports required by HUD or the City.

(d) HAC shall establish and maintain fiscal and accounting procedures for the budgeted funds in accordance with generally accepted accounting principles and practices.

(e) Funds provided hereunder are exclusively for the purposes of this Agreement and the project under the terms and conditions of this Agreement, and HAC shall not shift any such funds for any period of time to other programs or for other purposes for any reason.

6. Insurance and Liability

(a) HAC or its insurer shall within 30 days hereof provide the City with a statement assuring that all persons handling funds received or disbursed hereunder are covered by fidelity insurance in an amount consistent with general and sound fiscal practice.

(b) Work to be performed as provided herein shall be done by HAC as an independent contractor. The City shall not be liable for claims for damages or losses arising out of the performance of this Agreement by HAC or its employees, officers, contractors or other agents. HAC shall indemnify and hold harmless the City and its officers, agents and employees from all claims

of any kind whatever arising under or related to this agreement.

7. Resident Economic Opportunity

(a) HAC shall comply with the City's Section 3 Affirmative Action Plan for Housing Programs Funded Through HUD in order to foster local economic development, neighborhood economic improvement and individual self-sufficiency.

(b) When qualified applicants are available, preference shall, consistent with law, be given to residents of the project area in filling all training, business opportunities and jobs generated by the program even where employment results outside the geographic boundary of the project area.

8. Publicity

HAC shall make every effort in its publicity and in other ways to inform the public fully concerning the project. Any publicity given to the project shall recognize the City as the sponsor and state that the project is being funded by HUD through the CDBG Small Cities Development Grant Program.

9. Interests of HAC

(a) HAC warrants that it currently has no interest and covenants that it shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of service to be performed under this Agreement. HAC covenants that in the performance of this Agreement no person having such interest shall be knowingly employed.

(b) None of the following or their immediate family members, during the tenure of the subject person or for one year thereafter, shall have any direct or indirect financial interest in any contract, subcontract or proceeds thereof for work to be performed in connection with the program assisted under this Agreement: employees, agents or officials of HAC, including members of its Board of Directors, who exercise any function or responsibility with respect to the program. This same prohibition shall be incorporated into all contracts and subcontract used in the completion of the project.

(c) The assistance provided under this Agreement shall not be used by HAC to pay any third party to lobby the State of North Carolina for funding approval, approval of applications for additional assistance or any other approval or concurrence of the Department required under this Agreement.

10. Suspension or Termination

(a) The City, upon reasonable written notice to HAC, may suspend or terminate payment of any project funds to HAC in whole or in part for cause. Cause shall include, among others, the following:

Ineffective or improper use of grant funds;
Failure to comply with the terms and conditions of this Agreement;
Submission of reports that are materially incorrect or incomplete
Suspension of the grant from the State or the City in whole or part for any reason.

(b) If the City withholds payment it shall advise HAC in writing what action must be taken as a condition to the resumption of payment.

(c) This Agreement shall be deemed breached by HAC if HAC materially fails to comply with any term in this Agreement. Breach shall result in the termination of this Agreement upon written notice to HAC of such termination 30 days before the effective date of termination. During the 30-day notification period HAC shall have the right to remedy any failures or violations to avoid termination hereof. If termination occurs HAC shall be entitled to receive just compensation for all satisfactory work completed.

(d) Upon termination all property and finished or unfinished documents, data, studies and reports purchased or prepared by HAC pursuant to this Agreement shall, at the option of the City, become the property of the City.

11. Assignability

HAC shall not assign any interest hereunder and shall not transfer any interest hereunder whether by assignment or substitution without the prior express written consent of the City, unless specifically authorized in the Scope of Services attached hereto. Any work or services subcontracted hereunder shall be specified by written contract or agreement.

12. Applicable Law

This Agreement is executed in and shall be subject to the laws of the State of North Carolina and of the United States. Exclusive venue for any action for breach or construction hereof shall be in the courts for Henderson County North Carolina. The parties hereby submit their persons to the jurisdiction of such courts.

13. Nondiscrimination

No persons shall on the ground of race, color, religion, age, national origin handicapped condition or sex be excluded from participation in, denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this program or any program or activity receiving or benefitting from federal financial assistance.

14. Lobbying

(a) No federal appropriated funds have been or shall be paid, by or on behalf of HAC, to any person for the purpose of influencing or attempting to influence any officer or employee of any agency, member of Congress, officer or employee of Congress, or any 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, or the extension, continuation, renewal amendment or modification of any of the foregoing.

(b) 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, any member of Congress, any officer or employee of Congress, or any employee of a member of Congress in connection with this federal grant, HAC shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions. This is a material representation of fact upon which reliance was placed when this Agreement was made. Submission of this certification is a prerequisite for making this Agreement imposed by § 1352, Title 31, of the United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

15. Miscellaneous

(a) Service of all notices under this Agreement shall be sufficient if given personally or by registered or certified mail, return receipt requested, and mailed to the appropriate person at the address and to the attention of the person set forth below, or to such other person or address as the recipient may provide to the sender in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the return receipt or otherwise.

If to the City of Hendersonville:

Hendersonville City Manager
145 Fifth Avenue East
Hendersonville NC 28792

If to HAC:

The Housing Assistance Corporation
Executive Director
Post Office Box 2057
Hendersonville NC 28793

(b) Multiple copies of this original document shall be executed. Any true and accurate electronically reproduced copy hereof, upon sufficient showing of the same, shall be treated for all purposes as though it were original, including as evidence before any tribunal.

In witness whereof the parties have caused this Agreement to be duly executed on their behalf.

CITY OF HENDERSONVILLE

by: _____
Barbara Volk, Mayor

Attest: _____
Tammie K. Drake, MMC, City Clerk

City Seal

THE HOUSING ASSISTANCE CORPORATION

by: _____
Noelle McKay, Executive Director

Attest: _____
Sarah Ball, Secretary

Seal

EXHIBIT A

This project will use City of Hendersonville CDBG Housing Development funds to provide infrastructure for the Oak Haven Development.

HAC will assist the City in complying with the terms and conditions of the CDBG grant program as required by the United States Department of Housing and Urban Development and the North Carolina Department of Commerce.

The Scope of Services is further described as follows.

The grant is issued for, and HAC will complete, 780 linear feet of subdivision streets and sidewalks not incompatible with North Carolina Department of Transportation standards as may they apply to subdivision streets and sidewalks. Sidewalks shall conform with City requirements for new sidewalk construction.

HAC will have the primary responsibility for reviewing and approving contractors' requests for payments including certifying completion.

City of Hendersonville

Fair Housing Policy and Analysis of Impediments

The City of Hendersonville, NC elects to adopt the fair housing plan and activities in the Henderson County Analysis to Impediments to Fair Housing Choice.

Adopted this _____ day of _____, 20__.

Barbara G. Volk, Mayor

ATTEST: _____ (*Clerk*)

Equal Employment and Procurement Policy

The City of Hendersonville, NC maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the City of Hendersonville, NC prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The City of Hendersonville, NC shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the *Mayor/Chairman and/or other persons designated by the Chief Elected Official* to assist in the implementation of this policy statement.

The City of Hendersonville, NC shall develop a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the *Chief Elected Official*.

The City of Hendersonville, NC is committed to this policy and is aware that with its implementation, the City of Hendersonville, NC will received positive benefits through the greater utilization and development of all its human resources.

Adopted this _____ day of February, 2013.

Barbara G. Volk, Mayor

ATTEST:

Clerk

City of Hendersonville

Section 504 Plan

Section 504 of the Rehabilitation Act of 1973, as Amended-Nondiscrimination on the Basis of a Handicap: No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

Citizen Participation Plan

Pursuant to Section 104(a)(3) of the Housing and Community Development Act of 1974, as amended, this Citizen Participation Plan is hereby adopted to ensure that the citizens of City of Hendersonville North Carolina (hereinafter referred to as the Applicant), particularly persons of low and moderate income residing in slum and blight areas and in areas in which CDBG funds are proposed to be used, are encouraged to participate in the planning and implementation of CDBG - funded activities.

Public Hearing

A public hearing or public hearings will be the primary means of obtaining citizen views and responding to proposals and questions related to community development and housing needs, proposed CDBG activities and past CDBG performance.

Prior to submitting a CDBG application to the State of North Carolina, the Applicant will need to conduct at least one public hearing to identify community development and housing needs, including the needs of very low and low income persons, as well as other needs in the community that might be addressed through the CDBG program. At the hearing, the Applicant must also, at minimum, review the proposed CDBG activities, their benefiting location(s), overall cost and proposed financing, and the implementation schedule. In addition, the past performance of the Applicant in carrying out CDBG responsibilities should be reviewed. Compliance with historic requirements of the CDBG program must be discussed, including whether there are /may be any historic or potentially historic buildings in the target area, and how the Applicant intends to address compliance with federal regulations governing the "Protection of Historic Properties."

Formal notice of the public hearing must be provided, which follows the posting/publication requirement(s) of the Applicant. A public notice will also be posted in places frequented by the public, especially low and moderate income persons benefiting from or affected by proposed CDBG activities. As circumstances warrant and as the Applicant determine necessary or appropriate, participation may additionally be specifically solicited from persons of low and moderate income, those benefiting from or affected by CDBG activities and/or representatives of such persons. Hearings will be held at times and in locations convenient to potential and actual beneficiaries and with accommodation for the handicapped. In case of public hearings where a significant number of non - English speaking residents can be reasonably expected to participate, arrangements may be made to have an interpreter present. Citizens must be provided the opportunity to comment upon the original Citizen Participation Plan and on substantial amendments to it, or to the activities for which CDBG funds will be used.

Public Information and Records

Information and records regarding the proposed and past use of CDBG funds will be available at City Hall during regular office hours. The public will be so informed of this by public notice. Special communication aids can be made available to persons upon request.

Written Comments and Response

The Applicant will respond to written complaints and grievances, in writing, in a timely manner. When at all possible, such written responses shall be made within fifteen (15) working days.

Applicant : City of Hendersonville

Signature of Chief Elected Official of Applicant : _____

Date: _____

NOTE: EACH JURISDICTION PARTICIPATING IN A JOINT APPLICATION IS REQUIRED TO FOLLOW CITIZEN PARTICIPATION REQUIREMENTS. A SINGLE PLAN CAN BE USED FOR A MULTI- JURISDICTIONAL APPLICATION, BUT CITIZENS FROM ALL JURISDICTIONS MUST BE GIVEN AN OPPORTUNITY TO PARTICIPATE.

Providing Meaningful Communication with Persons with Limited English Proficiency

*City of Hendersonville
2012*

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

POLICY:

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the City of Hendersonville will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

DEFINITIONS:

Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.

Vital Documents – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

Title VI Compliance Officer: The person or persons responsible for administering compliance with the Title VI LEP policies.

Substantial number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

PROCEDURES:

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

The City of Hendersonville will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or “I speak cards,” provided by Community Investment and Assistance (CI)) and LEP posters to determine the language. In addition, when records

are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

2. OBTAINING A QUALIFIED INTEPRETER

List the current name, office telephone number, office address and email address of the Title VI compliance officers:

(Note: The agency must notify the CI Compliance Office immediately of changes in name or contact information for the Title VI compliance officer.)

Check all methods that will be used:

Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff *(provide the list)*:

Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;

xx Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

(Identify the agency(s) name(s) with whom you have contracted or made arrangements)

Pisgah Legal Services, 440 S. Church St, Hendersonville NC 28792 828-692-7622

Have/has agreed to provide qualified interpreter services. The agency's (or agencies') telephone number(s) is/are *(insert number (s))*, and the hours of availability are *(insert hours)*.

All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

3. PROVIDING WRITTEN TRANSLATIONS

- i. The **City of Hendersonville** will set benchmarks for translation of vital documents into additional languages. (*please ensure to keep records of those documents that apply to your agency*)
- ii. When translation of vital documents is needed, the **City of Hendersonville** will submit documents for translation into frequently-encountered languages.
- iii. Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

4. PROVIDING NOTICE TO LEP PERSONS

The **City of Hendersonville** will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language: **IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.**

All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited to the main lobbies, waiting rooms, etc.

Mail room in City Hall and break room in City Operations building.

Notification will also be provided through one or more of the following: outreach documents, telephone voice mail menus, local newspapers, radio and television stations, and/or community-based organizations

5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, The **City of Hendersonville** will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, The City of Hendersonville will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, complaints filed by LEP persons, feedback from residents and community organizations, etc.

I. Compliance Procedures, Reporting and Monitoring

A. Reporting

The agency will complete an annual compliance report and send this report to CI. (Format will be supplied by CI)

B. Monitoring

The agency will complete a self-monitoring report on an annual basis, using a standardized reporting system proposed by the local government. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the CI upon request.

The agency will cooperate, when requested, with special review by the CI.

II. Applicant/Recipient Complaints of Discriminatory Treatment

A. Complaints

The agency will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy. The form can be found at <http://www.nccommerce.com/cd/community-investment/forms-resources/compliance-plans-and-templates>.

The agency will maintain records of any complaints filed, the date of filing, actions taken and resolution.

The agency will notify the appropriate section within CI of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

B. Resolution of Matter

If the matter cannot be resolved by informal means, the individual will be informed of his or her right to appeal further to CI. This notice will be provided in the primary language of the individual with Limited English Proficiency.

The CI Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency.

If not resolved by CI, then complaint will be forwarded to Department of Justice (DOJ), Department of Housing and Urban Development (HUD) Field Office.

This plan remains in effect without expiration unless approved changes to the plan are adopted by City Council, at which time the newly adopted plan shall become effective.

SUBMITTED AND ADOPTED BY:

Mayor Barbara Volk

Date



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Tom Wooten

Department: Public Works

Date Submitted: 01/30/13

Presenter: Tom Wooten

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Council Action

Summary of Information/Request:

Item # 05i

Consideration to Waive User Fees at Berkeley Mills Park by Babe Ruth Baseball:

The Babe Ruth Baseball Association uses Berkeley Mills Park baseball field every year and have for a long time. When the City became the owner of the property, we saw no reason to change this program. We did incorporate a \$10 per player fee (for a season) in order to recoup some of our maintenance costs. Babe Ruth approached the city about making some improvements at the field so we began working with them to complete some of those improvements prior to the spring season. One of the improvements is adding sod to the infield. Danny Noble, with Babe Ruth, contacted Super Sod and tried to get sod donated for this project but was unsuccessful nor could he get a price reduction. The City contacted Turf Mountain Sod who would not donate the sod but did offer to reduce the price of the sod plus donate the use of a sod laying machine and four bags of fertilizer in exchange for a sign on the outfield fence. The price for enough sod to cover the infield area will cost about \$2,500. The Babe Ruth Baseball Association has agreed to reimburse the city \$2,500 for the cost of the sod in exchange for free use of the field for one year.

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

I move to wave the usage fees for Berkeley Mills Park baseball field for the Babe Ruth Baseball Association for one year as long as Babe Ruth reimburses the city \$2,500 for the sod that will be installed on the baseball infield.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Tammie Drake

Department: Administration

Date Submitted: 01/30/13

Presenter: Mayor Barbara Volk

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 06

Funds in the amount of \$3,239.23 were collected by the City through the donation program called "Helping Hand Outreach" or "H2O" assistance program to help families in need.

Hendersonville Water and Sewer and the Interfaith Assistance Ministry (IAM) started this program in 2012 as a way for our customers to voluntarily assist low and moderate-income families in our community when they are unable to pay for a City water and sewer bill or may be unable to pay for a water and/or sewer connection to City-owned utilities.

The funds will be distributed to IAM in January and July each year. A "symbolic" check will be presented by Mayor Volk to IAM.

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

N/A

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Planning Director

Department: Planning

Date Submitted: 01/23/13

Presenter: Sue Anderson

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Council Action

Summary of Information/Request:

Item # 07

Planning Department File # P12-55-SUR

The City of Hendersonville is applying for a Special Use Permit to construct a 10,906 ft² fire station at 604 Sugarloaf Road. The 11.56 acre site currently includes a 29,675 ft² warehouse, two 3,302 ft² shed buildings and a 150' lattice type telecommunication tower. The City is also requesting that parcel # 9579-65-7695 be rezoned from I-1 Industrial to C-3SU Highway Business Special Use.

PLANNING BOARD RECOMMENDATION

The Planning Board took this matter up at its regular meeting on January 14, 2013. The Planning Board voted unanimously to recommend City Council approve the application for a Special Use Permit subject to the limitations and conditions stipulated on the published List of Uses and Conditions

The Planning Board also voted unanimously to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of Parcel # 9579-65-7695 from I-1 Industrial to City of Hendersonville C-3SU Highway Business Special Use, finding that the rezoning is consistent with the Comprehensive Plan, the rezoning is reasonable and in the public interest and meets the needs to serve that area for fire protection.

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

See page 4 of memo for motion

Attachments:

Memo

M E M O R A N D U M

TO: Honorable Mayor and City Council
FROM: Sue Anderson
RE: Hendersonville Fire Station #2
FILE #: P12-55-SUR
DATE: January 22, 2013

PROJECT DESCRIPTION

The City of Hendersonville is applying for a Special Use Permit to construct a 10,906 ft² fire station at 604 Sugarloaf Road. The 11.56 acre site currently includes a 29,675 ft² warehouse, two 3,302 ft² shed buildings and a 150' lattice type telecommunication tower. The City is also requesting that parcel # 9579-65-7695 be rezoned from I-1 Industrial to C-3SU Highway Business Special Use.

EXISTING LAND USE

The existing warehouse and shed buildings are vacant. The new telecommunication tower will accommodate five antennas for the purpose of transmitting emergency services communications and water meter communications.

ADJACENT ZONING & LAND USE

Properties to the east and south include single-family residential, multifamily residential and a mini storage facility. The property to the west is in commercial use. Properties across Sugarloaf Road include a single family residence and a daycare. A map on page nine shows surrounding zoning classifications.

COMPREHENSIVE PLAN CONSISTENCY

This parcel is classified as Business Center on the 2030 Comprehensive Plan's Future Land Use Map. Surrounding parcels are also classified as Business Center and parcels to the north across Sugarloaf Road are classified as High Intensity Neighborhood.

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

The goal of the High Intensity Neighborhood is to "encourage low-maintenance, high-density housing that supports Neighborhood and Regional Activity Centers and downtown and provides a transition between commercial and single-family."

Comprehensive Plan consistency is addressed under “E” on page three.

PLAN REVIEW

Building Addition

The site plan shows the addition of a 10,906 ft² free standing building to the site. Along with accommodating the basic needs of a fire station, the building will include a multi-purpose room with seating for 45 persons available to city staff and the general public for special events and training.

Parking

The site plan shows the addition of 39 parking spaces. The proposed parking area is in excess of the minimum necessary for the function of the fire department and will provide additional parking for special events and training.

Stormwater

The City will be improving the site’s stormwater management by replacing compacted gravel areas with grass and adding stormwater management facilities that will meet current stormwater management requirements.

Rezoning

The City is requesting a rezoning from City of Hendersonville I-1 Industrial to C-3SU Highway Business Special Use. Public and semi-public buildings and telecommunication towers are permitted uses in the C-3 Highway Business district.

ANALYSIS

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

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

A new fire station at this location will decrease emergency response times and enhance the public health, safety and general welfare.

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

The property is currently served by water. For sewer, a new grinder pump station will be installed near the existing steel building in order to serve the entire property with public sanitary sewer. A force main will be extended from the grinder pump station to the existing public sewer along Sugarloaf Road.

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

No variances are requested.

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

A neighborhood compatibility meeting concerning the application was held on December 13, 2012. Notice was provided by U.S. mail to the owners of record of all property situated within 400 feet of the subject property as required by Section 7-4-4.1 of the Zoning Ordinance. One member of the general public attended the meeting.

A copy of the neighborhood compatibility report accompanies this memorandum.

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

The 2030 Comprehensive Plan's Business Center classification goal is to "create an employment corridor along I-26 that supports the growth of Hendersonville as a business destination" and to "create a campus-like mixed-use environment that includes office, research and low-impact industrial uses, as well as supportive retail amenities." Providing a second fire station in this location will improve emergency response times and will support both existing and future development.

Sugarloaf Road is shown in the FBRMPO Comprehensive Transportation Plan as needing improvement and is classified as a low priority. Recommendations include the addition of turn lanes, widen shoulders and improve geometrics and intersection operations as appropriate. Existing ROW width is 60' and the existing roadway width is approximately 24'. The building is proposed to be setback approximately 34' from the existing 60' ROW. The distance from the edge of the 60' ROW to the existing pavement is an additional 18'.

PLANNING BOARD RECOMMENDATION

The Planning Board took this matter up at its regular meeting on January 14, 2013. The Planning Board voted unanimously to recommend City Council approve the application for a Special Use Permit subject to the limitations and conditions stipulated on the published List of Uses and Conditions

The Planning Board also voted unanimously to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of Parcel # 9579-65-7695 from I-1 Industrial to City of Hendersonville C-3SU Highway Business Special Use, finding that the rezoning is consistent with the Comprehensive Plan, the rezoning is reasonable and in the public interest and meets the needs to serve that area for fire protection.

SUGGESTED MOTIONS

Special Use Permit and Rezoning

Approval I move the City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, changing the zoning designation of Parcel # 9579-65-7695 from I-1 Industrial to City of Hendersonville C-3SU Highway Business Special Use, finding that the rezoning is consistent with the Comprehensive Plan, the rezoning is reasonable and in the public interest.

I further move the City Council to approve the application for a Special Use Permit based on the site plan submitted by the City and subject to the limitations and conditions stipulated on the published List of Uses and Conditions.

[ADD, IF APPLICABLE, “AND THE FOLLOWING ADDITIONAL CONDITIONS”]

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

[PLEASE STATE YOUR REASONS]

IN RE: Hendersonville Fire Station #2 (File # P12-55-SUR)

List of Uses & Conditions

I. Stipulated Uses:

Only the following uses are authorized for the referenced development:

Public and Semi-Public Buildings
Telecommunications Towers

II. Conditions:

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

No additional conditions are identified.

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

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

City of Hendersonville

By: _____

Date: _____

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

IN RE: Hendersonville Fire Station #2 (File # P12-55-SUR)

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

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of Parcel # 9579-65-7695 from I-1 Industrial to City of Hendersonville C-3SU Highway Business Special Use.
2. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 7th day of February 2013.

Barbara Volk, Mayor

ATTEST:

Tammie K. Drake, CMC, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

Planning Director's Report
Neighborhood Compatibility Meeting
Application for a Special Use Permit
Sugarloaf Fire House File #P12-55-SUR
Thursday December 13, 2012 1:30 p.m.

Sue Anderson, Planning Director, convened the compatibility meeting at 1:30 pm in the Council Chambers of City Hall. In attendance was one member of the public, one application representative and three City staff.

Name	Address	Name	Address
Scott Homewood	Mattern & Craig Engineers	Chief Dorian Flowers	City of Hendersonville
Thomas Thompson	PO Box 563 Dana, NC	Sue Anderson	City of Hendersonville
Lu Ann Welter	City of Hendersonville		

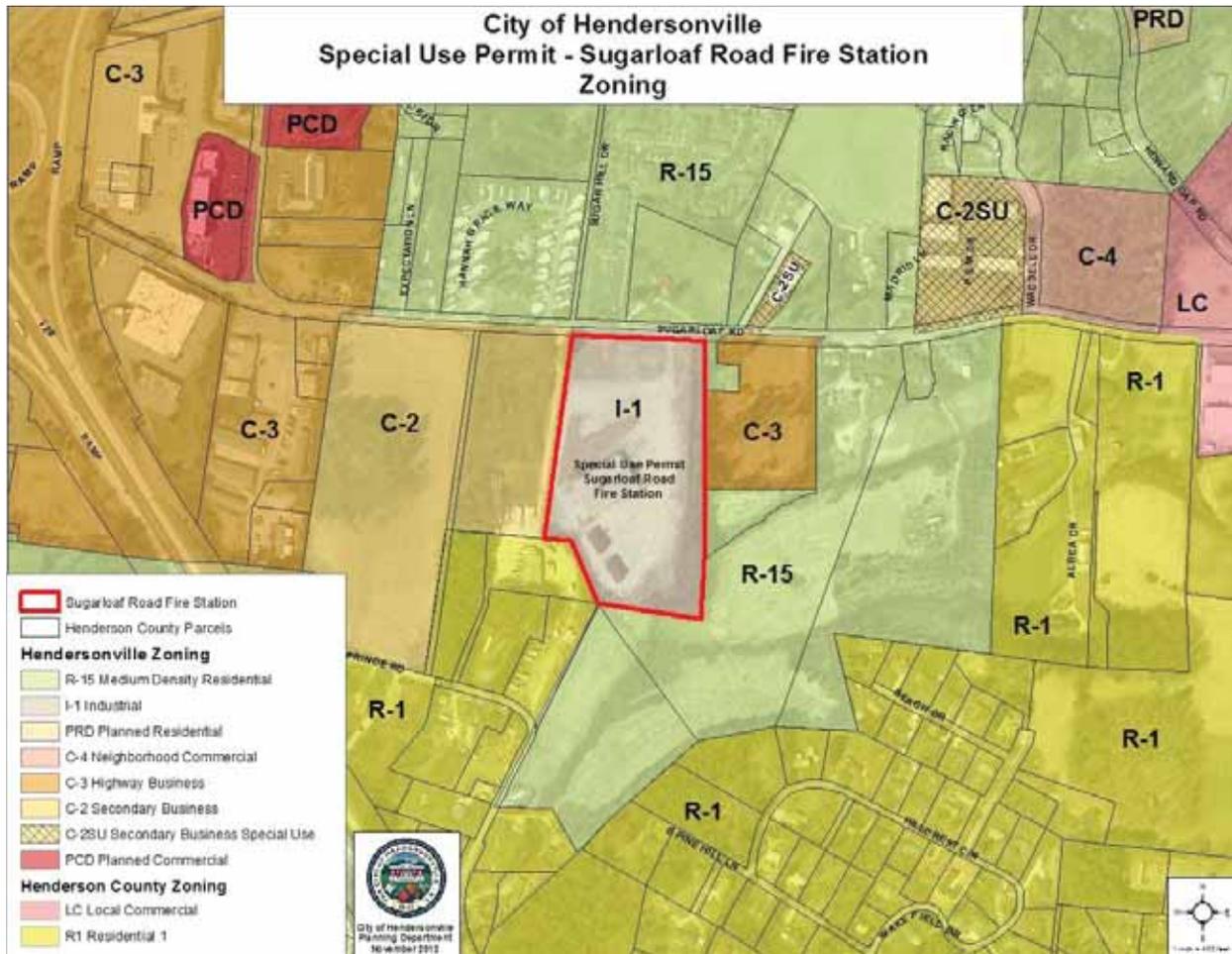
Ms. Anderson opened the meeting explaining this is the first step in a three step process. She explained the special use process adding anyone who received notice of this meeting would receive notice of the Planning Board meeting and the City Council Public Hearing. Minutes of this meeting will be forwarded to Planning Board and City Council. Ms. Anderson said this project could go before the Planning Board on January 14, 2013 at 4:00 and City Council could hear the project on February 7 at 5:45 pm.

Scott Homewood of Mattern & Craig said they are engineers for the site work. This property will contain a new 11,000 sq.ft. fire station near the front with residential, training and apparatus areas. He said gravel will be removed from the site to reduce runoff to the stormwater basin in the back of the property. Another basin will be added for the new building. Mr. Homewood said they will tie onto the water system and use a grinder pump station for sewer.

Thomas Thompson asked if the driveway is in the same place. Mr. Homewood said no, it will be shifted. Ms. Anderson added a rezoning is proposed from Industrial to C-3, highway business. This may cause additional landscaping against residential uses and zonings. Mr. Homewood said no clearing of vegetation is planned at this time. Mr. Thompson reported a fence along the back of the property has fallen down and is in pretty rough shape. Chief Dorian Flowers said the fence along the front will be coming down as it will not be needed once the firemen are in residence. Chief Flowers said he has talked with the Dana Voluntary Fire Chief about shared service out there. He added on the proposed schedule, they could break ground in April and construction will take 12-13 months. Mr. Thompson said he has no objections and likes the look of the building.

With no further comments or questions, Ms. Anderson closed the meeting at 1:45.







APPEAL OF DEVELOPMENT DECISIONS

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

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

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

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

§ 160A-364.1. Statute of limitations.

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

City of Hendersonville

PLANNING BOARD REPORT

Project Name: Hendersonville Fire Station #2
Applications for Rezoning and Issuance of Special Use Permit

File Number: P12-55-SUR

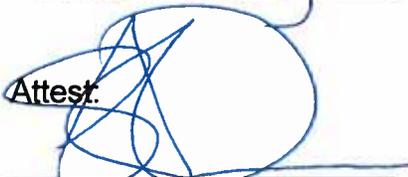
Special Use Permit and Rezoning

Approval – The application is consistent with all of the objectives and policies for growth and development contained in the City of Hendersonville’s Zoning Ordinance, 2030 Comprehensive Plan and Comprehensive Transportation Plan.

Approval With Conditions – The application is not fully consistent with all of the objectives and policies for growth and development of the City of Hendersonville’s Zoning Ordinance, 2030 Comprehensive Plan and Comprehensive Transportation Plan, so the following conditions are recommended in order to make it fully consistent.

Denial – The application is not consistent with all of the objectives and policies for growth and development of the City of Hendersonville’s Zoning Ordinance, 2030 Comprehensive Plan and Comprehensive Transportation Plan.

This report reflects the recommendation of the Planning Board, this the 14th day of January, 2013.

Attest:


Planning Board Chair



Planning Director



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Tammie Drake

Department: Administration

Date Submitted: 01/30/13

Presenter: Josh King, LOSRC

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Council Action

Summary of Information/Request:

Item # 08

Consideration of Memorandum of Understanding with Land-of-Sky Regional Council for the Metropolitan Planning Organization (MPO): The Land of Sky Regional Council is in the process of updating their Memorandum of Understanding with local governments for the Metropolitan Planning Organization (MPO). They requested time on the agenda for a presentation to the City Council at the February 7 meeting. They are requesting a formal vote on the adoption of the MOU.

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

I move Council's approval of the Memorandum of Understanding for the Metropolitan Planning Organization.

Attachments:

Memorandum of Understanding with local governments for the Metropolitan Planning Organization (MPO)

French Broad River Metropolitan Planning Organization

In Buncombe County, Haywood County ~~and~~, Henderson County, Madison County,
AND Transylvania County, North Carolina

Memorandum of Understanding

**Adopted by the ~~Transportation Advisory~~
~~Committee~~Board
~~September 18, 2008~~
February 28, 2013**

**MEMORANDUM OF UNDERSTANDING
FOR**

COOPERATIVE, COMPREHENSIVE, AND CONTINUING TRANSPORTATION PLANNING

AMONG

**THE GOVERNOR OF THE STATE OF NORTH CAROLINA,
THE CITY OF ASHEVILLE, TOWN OF BILTMORE FOREST, TOWN OF BLACK MOUNTAIN,
BUNCOMBE COUNTY, TOWN OF CANTON, TOWN OF CLYDE, VILLAGE OF FLAT ROCK,
TOWN OF FLETCHER, HAYWOOD COUNTY, HENDERSON COUNTY, CITY OF HENDERSONVILLE,
TOWN OF LAUREL PARK, MADISON COUNTY, TOWN OF MARS HILL, TOWN OF MILLS RIVER,
TOWN OF MAGGIE VALLEY, TOWN OF MONTREAT, TOWN OF WAYNESVILLE, TOWN OF
WEAVERVILLE, TOWN OF WOODFIN, TRANSYLVANIA COUNTY
(Hereinafter referred to as the Municipalities, the Counties, and the State)**

IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH

WHEREAS, Each MPO is required to develop a comprehensive transportation plan in cooperation with NCDOT and in accordance with 23 U.S.C., Section 134, any subsequent amendments to that statute, and any implementing regulations; and Chapter 136, Article 3A, Section 136-66.2(a) of the General Statutes of North Carolina,

WHEREAS, the said Chapter 136, Article 3A, Section 136-66.2(b) provides that:

“After completion and analysis of the plan, the plan shall be adopted by both the governing body of the municipality or MPO and the Department of Transportation as the basis for future transportation improvements in and around the municipality or within the MPO. The governing body of the municipality and the Department of Transportation shall reach agreement as to which of the existing and proposed streets and highways included in the adopted plan will be a part of the State highway system and which streets will be a part of the municipal street system. As used in this Article, the State highway system shall mean both the primary highway system of the State and the secondary road system of the State within municipalities;” and,

WHEREAS, the said Chapter 136, Article 3A, Section 136.66.2(d) provides that:

“For MPOs, either the MPO or the Department of Transportation may propose changes in the plan at any time by giving notice to the other party, but no change shall be effective until it is adopted by both the Department of Transportation and the MPO;” and

WHEREAS, a transportation planning process includes the operational procedures and working arrangements by which short and long-range transportation plans are soundly conceived and developed and continuously evaluated in a manner that will:

1. Assist governing bodies and official agencies in determining courses of action and in formulating attainable capital improvement programs in anticipation of community needs; and,

2. Guide private individuals and groups in planning their decisions which can be important factors in the pattern of future development and redevelopment of the area; and,

WHEREAS, it is the desire of these agencies that a previously established continuing, comprehensive, cooperative transportation planning process as set forth in a Memorandum of Understanding dated August 21, 2003 be revised and updated to comply with 23 U.S.C. 134; any subsequent amendments to that statute, and any implementing regulations;

NOW THEREFORE BE IT RESOLVED by the French Broad River Metropolitan Planning Organization that the following Memorandum of Understanding (MOU) is made:

:

SECTION 1. It is hereby agreed that the municipalities of Asheville, Biltmore Forest, Black Mountain, Canton, Clyde, Flat Rock, Fletcher, Hendersonville, Laurel Park, Maggie Valley, Mars Hill, Mills River, Montreat, Waynesville, Weaverville, Woodfin, and municipalities added to the MPO, the Counties of Buncombe, Haywood, ~~and Henderson~~, Madison, and Transylvania, and the North Carolina Department of Transportation, in cooperation with the United States Department of Transportation, will participate in a continuing, coordinated, comprehensive transportation planning process with the responsibilities and undertakings as outlined in the following paragraphs:

- A. The area involved - the French Broad River Metropolitan Planning Organization - will consist of the Asheville Urbanized Area as defined by the United States Department of Commerce, Bureau of the Census, in addition to that area beyond the existing urbanized area boundary that is expected to become urban within a twenty-year planning period. This area is hereinafter referred to as the ~~Metropolitan Area Boundary~~Metropolitan Planning Area.
- B. The French Broad River Metropolitan Planning Organization, hereinafter referred to as the French Broad River MPO, shall include the local governments of the Municipalities and the Counties, the North Carolina Department of Transportation, a ~~Transportation Advisory Committee~~Board hereinafter defined, a Technical Coordinating Committee hereinafter defined, and the various agencies and units of local and State government participating in the transportation planning for the area.
- C. The continuing transportation planning process will be a cooperative one, and all planning discussions will be reflective of and responsible to the comprehensive plans for growth and development of the ~~Metropolitan Area Boundary~~Metropolitan Planning Area.
- D. The continuing transportation planning process will be conducted in accordance with the intent, procedures, and programs of Title VI of the Civil Rights Act of 1964, as amended.
- E. The Urbanized Area Boundary and the ~~Metropolitan Area Boundary~~Metropolitan Planning Area shall be periodically reviewed and revised in light of new developments and basic data projections.
- F. Transportation plans, programs and data collection will be coordinated with the Lead Planning Agency for the adjacent Rural Planning Organization and shall be conducted according to applicable interagency agreements.
- G. ~~Transportation Advisory Committee~~French Broad River Metropolitan Planning Organization Board Established

~~A Transportation Advisory Committee~~ A French Broad River Metropolitan Planning Organization Board [hereinafter referred to as “Board” or “the Board”] is hereby established with the responsibility for cooperative transportation planning decision making for the French Broad River MPO. ~~The Transportation Advisory Committee~~ The Board shall have the responsibility for keeping the policy boards of the participating local governments informed of the status and requirements of the transportation planning process; for assisting in the dissemination and clarification of the decisions and policies of the policy boards; and for providing opportunities for citizen participation in the transportation planning process.

~~The Transportation Advisory Committee~~ The Board, in cooperation with the State, and in cooperation with publicly owned operators of mass transportation services, shall be responsible for carrying out the urban transportation planning process specified in the U. S. Department of Transportation Program Manuals and shall develop the planning work program, Long Range Transportation Plan Metropolitan Transportation Plan, and Transportation Improvement Program as specified in such manuals.

~~The Transportation Advisory Committee~~ This shall be the forum for cooperative decision-making by elected officials of the member General Purpose Local Governments. However, this shall not limit the ~~Transportation Advisory Committee’s~~ Board’s local responsibility for (1) insuring that the transportation planning process and the plans and improvement projects which emerge from that process are consistent with the policies and desires of local government; nor, (2) serving as a forum for the resolution of conflicts which arise during the course of developing the Long Range Transportation Plan Metropolitan Transportation Plan and the Transportation Improvement Program.

H. ~~Transportation Advisory Committee~~ Board Membership

~~The Transportation Advisory Committee~~ The FBRMPO Board will consist of the Chief Elected or other elected representative(s) from the following Boards of General Purpose Local Government as well as the appointed member from the North Carolina Board of Transportation and the Division Administrator, or his designee, from the Federal Highway Administration. Each agency will have a single representative except as indicated below:

1. Asheville City Council (two representatives)
2. Biltmore Forest Board of Commissioners
3. Black Mountain Board of Aldermen
4. Buncombe County Board of Commissioners (two representatives)
5. Canton Board of Aldermen
6. Clyde Board of Aldermen
7. Flat Rock Village Council
8. Fletcher Town Council
9. Haywood County Board of Commissioners (two representatives)
10. Henderson County Board of Commissioners (two representatives)
11. Hendersonville City Council
12. Laurel Park Town Council
13. Madison County Board of Commissioners
- ~~13.~~ 14. Maggie Valley Board of Aldermen
15. Mars Hill Town Council
16. Mills River Town Council

- 17. Montreat Board of Commissioners
- ~~14.~~18. Transylvania County (Advisory, non-voting)
- ~~15.~~19. Waynesville Board of Aldermen
- ~~16.~~20. Weaverville Town Council
- ~~17.~~21. Woodfin Board of Aldermen
- ~~18.~~ Mill's River Town Council
- ~~19.~~22. North Carolina Board of Transportation – Division 13
- ~~20.~~23. North Carolina Board of Transportation – Division 14
- ~~21.~~24. Federal Highway Administration (Advisory, non-voting)

Each of the above member agencies may also appoint an alternate, in accordance with the rules contained within the French Broad River MPO Bylaws. If alternates attend meetings where the primary representative is present, only the primary representative(s) shall be counted for voting purposes as specified in the Bylaws.

At the invitation of the ~~Transportation Advisory Committee~~Board, other local, regional, State, or Federal agencies impacting transportation within the Planning Area may serve as advisory, non-voting members of the ~~TAC~~Board. A member of the staff of the Lead Planning Agency will serve as secretary to the ~~Committee~~Board.

I. ~~Transportation Advisory Committee~~Board Duties.

The duties and responsibilities of the ~~Transportation Advisory Committee~~Board are as follows:

1. Establish **goals and objectives** for the transportation planning process reflective of and responsive to comprehensive plans for growth and development in the ~~Metropolitan Area Boundary~~Metropolitan Planning Area adopted by Boards of General Purpose Local Government.
2. Review and approve a **Prospectus** for transportation planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process.
3. Review and approve changes to the **Urbanized Area Boundary** and the ~~Metropolitan Area Boundary~~Metropolitan Planning Area as well as review and recommend changes to the **National Highway System** and the Federal Functional Classification System in conformance with Federal regulations.
4. Review and approve the transportation **Unified Planning Work Program**.
5. Review and approve the ~~Long Range Transportation Plan~~Metropolitan Transportation Plan and adopt the **Comprehensive Transportation Plan** pursuant to G.S. 136-66.2. The Comprehensive Transportation Plan shall be mutually adopted by the ~~Transportation Advisory Committee~~Board and the State of North Carolina.
6. Develop and Approve the **Metropolitan Transportation Improvement Program (MTIP)**. The MTIP shall be developed according to the special provisions outlined in Section K below.

7. Develop a ~~biennial Priority Needs List~~ prioritized list for transportation improvements ~~in conjunction with development of the MTIP. This list represents candidate projects for inclusion in the MTIP.~~ The ~~Transportation Advisory Committee~~ Board will develop the ~~Priority Needs List~~ list according to the provisions set forth in section L below.
8. Review and approve related **air quality planning** in conformance with Federal regulations.
9. Distribute funds distributed directly to MPO's under the provisions of ~~TEA-MAP-21~~ and any subsequent re-authorization of ~~TEA-MAP-21~~.
10. Develop, approve, and implement a **Public Involvement Policy**.
11. Develop and approve committee **Bylaws** governing operating policies and procedures. Through the Bylaws, the ~~Transportation Advisory Committee~~ Board may establish subcommittees and may delegate duties of planning and analysis to these subcommittees as outlined in Section M. below.
12. **Self-Certify** the Long-Range Planning Process.
13. Conduct any other duties identified as necessary to further facilitate the transportation planning process.

~~J. Transportation Advisory Committee~~ J. Board **Voting Policy**

1. Voting representatives of the Municipalities and the Counties shall be designated by their respective governing boards. A quorum is required for the transaction of all business, including conducting meetings or hearings, participation in deliberations, or voting upon or otherwise transacting the public business. A quorum consists of fifty-one percent (51%) of the voting members of the ~~TAC~~ Board, plus as many additional members as may be required to ensure that fifty-one percent (51%) of the total optional weighted votes are present.
2. If a ~~TAC~~ Board member does not attend or does not send his or her designated alternate to two (2) consecutive meetings of the ~~TAC~~ Board, the member will be considered inactive. Following the designation as inactive, if the member or his or her alternate is not in attendance at a subsequent ~~TAC~~ Board meeting, he or she will not be counted for quorum purposes. The member will be automatically reinstated and counted for quorum purposes by attending or sending his or her designated alternate to a ~~TAC~~ Board meeting.
2. A simple majority shall determine all issues, except as provided in Section K below, where optional weighted voting may be invoked during adoption of the Draft MTIP or Final MTIP.

K. Metropolitan Transportation Improvement Program (MTIP) Development

1. The Metropolitan Transportation Improvement Program (MTIP) shall be adopted in accordance with adoption schedules for the State Transportation Improvement Program (STIP). The MTIP shall include all information typically contained in the STIP, including, but not limited to route number, project I.D. number, project limits, project description, proposed implementation schedule, funding source, and projected cost. The MTIP is intended to represent local priorities for transportation

improvements. Once it is adopted, any discrepancies between the MTIP and the STIP will be negotiated through established State and Federal processes.

2. For adoption of the Draft MTIP or Final MTIP, any member of the ~~Transportation Advisory Committee Board~~ may call for the use of veto power or a weighted vote under the following circumstances:

Veto Power

When any project is on a road that does not carry an Interstate route designation, is not located on a limited-access highway, or is not a designated Strategic Highway Corridor, any member of the ~~Transportation Advisory Committee Board~~ shall be allowed to call for a veto vote to determine whether a selected project will be excluded from the MTIP. In a veto vote, members from jurisdictions that are “directly impacted” by the project may vote to exclude a project from the MTIP, provided that every ~~TAC Board~~ member from the “directly impacted” jurisdictions must be present, and must unanimously vote for the veto. The call for a veto vote can only take place at a duly advertised meeting of the ~~TAC Board~~ in which a quorum is present.

Weighted Vote

When any project is on an Interstate route, a limited-access highway, or is on a designated Strategic Highway Corridor, any member of the ~~Transportation Advisory Committee Board~~ may call for a weighted vote regarding project-specific decisions related to the MTIP. The weighted vote must take place at a duly advertised meeting of the ~~TAC Board~~ in which a quorum is present. In a weighed vote, votes of ~~TAC Board~~ members from “directly impacted” jurisdictions will be weighted according to the following table:

Votes per Representative – Weighted Vote

<u>Jurisdiction</u>	<u>Not “Directly Impacted”</u>	<u>“Directly Impacted”</u>
Asheville (2 representatives)	1	3
Biltmore Forest	1	3
Black Mountain	1	3
Buncombe County (2 representatives)	1	3
Canton	1	3
Clyde	1	3
Flat Rock	1	3
Fletcher	1	3
Haywood County (2 representatives)	1	3
Henderson County (2 representatives)	1	3
Hendersonville	1	3
Laurel Park	1	3
Madison County	1	3
Mars Hill	1	3
Maggie Valley	1	3
Mills River	1	3
Montreat	1	3
Waynesville	1	3
Weaverville	1	3
Woodfin	1	3

NCDOT BOT Division 13	1	1
NCDOT BOT Division 14	1	1

“Directly Impacted” Defined. “Directly impacted” jurisdictions shall include Municipalities where any portion of the project is within the Municipality’s corporate limits or sphere of influence, and shall include Counties where any portion of the project is within the County’s unincorporated area and outside the sphere of influence of any municipality. Sphere of influence shall include extraterritorial jurisdiction, pending annexation areas, or areas covered by a Resolution of Intent to annex.

3. For the purpose of implementing its transportation priorities, the ~~Transportation Advisory Committee~~Board may develop a supplement to the MTIP containing descriptions of project design. Design information for a particular project will be included in the supplement on an as needed basis at the request of member jurisdictions. For roadway projects, the information may include the preferred alignment, the number of lanes, the inclusion of medians, and the extent and location of pedestrian and bicycle facilities. Other design information will be included in the supplement as needed to establish the general parameters of project design. The supplement shall serve as a planning document to guide MTIP development, and shall be amended as needed. Generally, project design information will not be included in the supplement until a project has completed the NEPA process, design public hearing process, or any other required public involvement process.

~~L. — Priority Needs List Development~~

~~It is the intent of this provision to provide for cooperative decision-making regarding regional priorities, and maximum local influence regarding local priorities.~~ **L. Project Prioritization**

The ~~Transportation Advisory Committee Board~~ shall develop a ~~Priority Needs List~~list of projects for transportation improvements ~~on a biennial basis, or more often as needed.~~ ~~Through the Prospectus and the Bylaws, the Transportation Advisory Committee shall establish a~~ in conjunction with the NCDOT prioritization process for developing the Priority Needs List, as codified in NCGS § 136-18.42. ~~This process entails preparing a list of projects for staff to evaluate against NCDOT’s quantitative measures, then choosing a subset of projects. The subset of projects chosen will be assigned points by the Board based on the following guiding principles:~~

- ~~1. Regionally significant priorities will be developed by the Transportation Advisory Committee. Regional priorities include, but are not limited to Interstate projects, new major roadways, locally and regionally significant widening projects, regional transit systems.~~

~~Local priorities will be determined through local input. These local priorities should be developed by county level subcommittees or advisory groups as determined by the Transportation Advisory Committee. Local priorities include, but are not limited to roadway upgrades, intersection improvements, congestion management improvements, safety improvements, bicycle developed criteria and submitted to NCDOT and the FBRMPO Board to compete for available funding in the STIP and pedestrian improvements, and transit improvements. MTIP, respectively.~~

~~M. Transportation Advisory Committee~~Board Subcommittees

~~The Transportation Advisory Committee~~The Board may establish subcommittees and advisory groups through its bylaws or through a vote at a regularly scheduled meeting. The subcommittees may consist of existing members of the ~~Transportation Advisory Committee~~Board, the Technical Coordinating Committee, and other officials and citizens as appropriate to achieve the objectives of the subcommittee. Subcommittees may include, but are not limited to the following groups: Henderson County Transportation Committee, Haywood County Committee, Buncombe County Transportation Committee, Bicycle and Pedestrian Transportation Committee, Transit Committee, Citizen Transportation Committee. Further, the French Broad River ~~Transportation Advisory Committee~~Board shall allow these groups to establish their own bylaws, meeting schedule, and elected officers. The purpose of the subcommittees will be to provide analysis and recommendations to the ~~Transportation Advisory Committee~~Board.

N. Transit Planning and Programming

The French Broad River MPO will coordinate transit planning and programming within the ~~Metropolitan Area Boundary~~Metropolitan Planning Area. The duties and responsibilities of the ~~Transportation Advisory Committee~~Board with regard to transit planning and programming are as follows:

1. Establish policies for distribution of federal mass transit funds that are provided directly to the Metropolitan Planning Organization. These policies will be reviewed and approved annually by the ~~Transportation Advisory Committee~~Board
2. Develop and approve a ~~Priority Needs List~~list of prioritized projects for transit improvements.
3. Program transit improvements in the Metropolitan Transportation Improvement Program (MTIP).

In developing transit plans, programs, and funding formulas, the ~~Transportation Advisory Committee~~Board shall consider the following factors: federal mass transit funding formulas, State Maintenance Assistance Program formulas, population served by the transit system, ridership, and present and future demand for transit service.

O. Technical Coordinating Committee Established

A Technical Coordinating Committee, hereinafter referred to as the T^C ~~Committee~~Board established with the responsibility of general review, guidance, and coordination of the transportation planning process for the ~~Metropolitan Area Boundary~~Metropolitan Planning Area and with the responsibility for making recommendations to the respective local and State governmental agencies and the ~~Transportation Advisory Committee~~Board regarding any necessary actions relating to the continuing transportation planning process. The TCC shall be responsible for development, review, and recommendation for approval of goals and objectives, the Prospectus, Unified Planning Work Program (UPWP), Urbanized Area Boundary, ~~Metropolitan Area Boundary~~Metropolitan Planning Area, National Highway System, ~~Long Range Transportation Plan~~Metropolitan Transportation Plan, Comprehensive Transportation Plan, Metropolitan Transportation Improvement Program (MTIP), Priority Needs List (PNL), air quality planning,

distribution of directly allocated funds, public involvement, and any other duties identified as necessary to facilitate the transportation planning process.

Membership of the TCC shall include technical representation from all local and State governmental agencies directly related to and concerned with the transportation planning process for the planning area. Membership to the TCC may be altered on the basis of a majority vote of its membership, provided that any party may appeal decisions regarding TCC membership changes to the Transportation Advisory Committee Board. The initial TCC voting membership shall include, but not be limited to the following:

1. City of Asheville
2. Town of Biltmore Forest
3. Town of Black Mountain
4. Buncombe County
5. Town of Canton
6. Town of Clyde
7. Village of Flat Rock
8. Town of Fletcher
9. Haywood County
10. Henderson County
11. City of Hendersonville
12. Town of Laurel Park
13. Madison County
- ~~13.~~14. Town of Maggie Valley
15. Town of Mars Hill
- ~~14.~~16. Town of Mills River
17. Town of Montreat
- ~~15.~~18. Transylvania County (as advisory, non-voting)
- ~~16.~~19. Town of Waynesville
- ~~17.~~20. Town of Weaverville
- ~~18.~~21. Town of Woodfin
- ~~19.~~22. NCDOT, Division 13
- ~~20.~~23. NCDOT, Division 14
- ~~21.~~24. NCDOT, Transportation Planning Branch
- ~~22.~~25. NCDOT, Public Transportation Division
- ~~23.~~26. City of Asheville Transit
- ~~24.~~27. Henderson County Apple Country Transportation
- ~~25.~~28. Buncombe County Mountain Mobility
- ~~26.~~29. Haywood County Transportation
- ~~27.~~30. State Bicycle Committee Representative, Division 13 and 14
- ~~28.~~31. FHWA, MPO Contact
- ~~29.~~32. Land of Sky Regional Council (as advisory, non-voting)
- ~~30.~~33. Land of Sky Rural Planning Organization (as advisory, non-voting)
- ~~31.~~34. Asheville Regional Airport (as advisory, non-voting)
- ~~32.~~35. WNC Regional Air Quality Agency (as advisory, non-voting)
- ~~33.~~36. NCDOT Regional Traffic Engineer (as advisory, non-voting)

Representatives of the municipalities and counties shall be the chief administrative officers (town manager or county manager) or their designees. Other entities may be represented by their chief administrative officer or their designee. Each TCC member shall have one vote. Through its bylaws,

the TCC may designate other local agencies, organizations, or individuals as voting and non-voting members of the TCC.

A quorum is required for the transaction of all business, including conducting meetings, participation in deliberations, or voting upon or otherwise transacting the public business. A quorum consists of fifty-one percent (51%) of the voting members of the TCC.

If a TCC member does not attend or does not send his or her designated alternate to two (2) consecutive meetings of the TCC, the member will be considered inactive. Following the designation as inactive, if the member or his or her alternate is not in attendance at a subsequent TCC meeting, he or she will not be counted for quorum purposes. The member will be automatically reinstated and counted for quorum purposes by attending or sending his or her designated alternate to a TCC meeting.

The TCC shall operate as determined by its adopted bylaws. Any agency not listed above which wishes representation on the TCC may request such representation for consideration under the TCC adopted bylaws.

SECTION II. It is further agreed that the subscribing agencies will have the following responsibilities:

The Municipalities-, Counties, and Council of Governments

The Municipalities and the Counties will assist in the transportation planning process by providing assistance, data and inventories in accordance with the Prospectus. The Municipalities and the Counties shall be responsible for any zoning and subdivision approvals that are impacted by the adopted Transportation Plan. The Land of Sky Regional Council will serve as the Lead Planning Agency for the French Broad River Metropolitan Planning Organization.

North Carolina Department of Transportation

The Department will assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Prospectus.

SECTION III. Subscribing agencies to this Memorandum of Understanding may terminate their participation in the French Broad River MPO by giving 30 days written notice to the ~~Transportation Advisory Committee~~**Board** Chair prior to the date of termination. When annexation occurs and member municipality boundaries extend beyond the adopted urbanized area boundary, the new boundaries will automatically become part of the urbanized area. If any party should terminate participation, this memorandum of understanding shall remain in force and the French Broad MPO shall continue to operate as long as 75% or more of population within the ~~Metropolitan Area Boundary~~**Metropolitan Planning Area** is represented by the remaining members.

SECTION IV. In witness whereof, the parties of this Memorandum of Understanding have been authorized by appropriate officials to sign the same, the City of Asheville by its Mayor, the Town of Biltmore Forest by its Mayor, the Town of Black Mountain by its Mayor, Buncombe County by the Chair of its Board of Commissioners, the Town of Canton by its Mayor, the Town of Clyde by its Mayor, the Village of Flat Rock by its Mayor, the Town of Fletcher by its Mayor, Haywood County by the Chair of its Board of Commissioners, Henderson County by the Chair of its Board of Commissioners, the City of Hendersonville by its Mayor, the Town of Laurel Park by its Mayor, ~~Madison County by the Chair of its Board of Commissioners,~~ the Town of Maggie Valley ~~by its Mayor,~~ ~~the Town of Mars Hill~~ by its Mayor, the Town of Mills River by its Mayor, the Town of Montreat by its

Mayor, the Town of Waynesville by its Mayor, the Town of Weaverville by its Mayor, and the Town of Woodfin by its Mayor, and by the Secretary of Transportation on behalf of the Governor of the State of North Carolina and North Carolina Department of Transportation as of the _____

French Broad River MPO

Memorandum of Understanding
(MOU)
Update

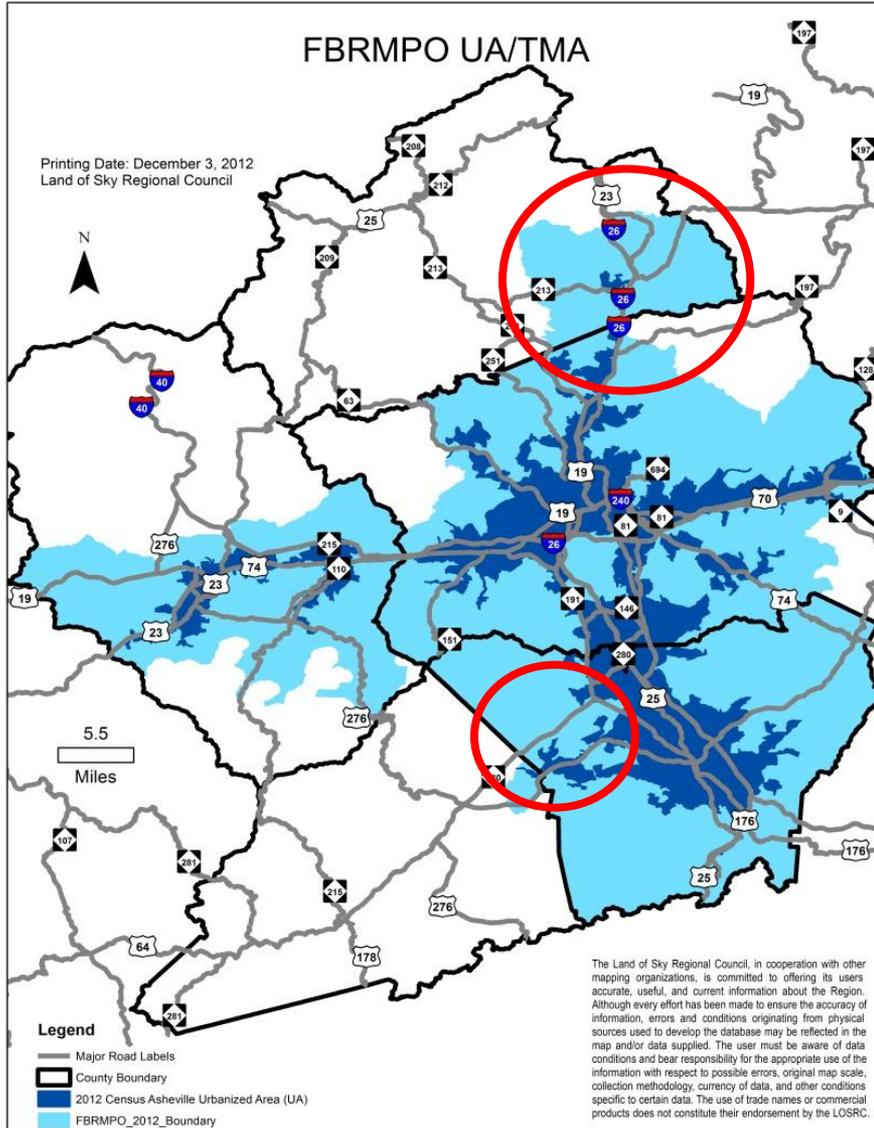
French Broad River MPO

- Housed at Land of Sky Regional Council in Asheville
- Funded by Federal government and local dues
- Transportation planning for the region
- Additional info at www.fbrmpo.org

Metro Area

- Census 2010 expanded the Asheville metropolitan area to include previously rural parts of:
 - Transylvania County
 - Madison County
 - Town of Mars Hill
 - Buncombe County
 - Greater Weaverville/ Jupiter Road Area
- Urbanized boundaries voted on in November 2012 (minor adjustments January 2013)

Final Boundary Map



- New areas:
 - Madison County
 - Mars Hill
 - Transylvania County
 - Buncombe County
 - Greater Weaverville Area
 - Jupiter Road Area
 - Henderson County
 - Etowah

MOU Update

- Boundary changes triggered an update of the MOU done in 2008
- Federally mandated
- Voted on by TCC at Jan. 10th meeting
- ~~Voted on by TAC at Jan. 31st meeting?~~
- Up for adoption by all local governments
- March 2013 Federal deadline

Updates Continues

- Most of the text changes in the MOU regard adding Transylvania County, Madison County, and Mars Hill
- Metropolitan Area Boundary (MAB) became Metropolitan Planning Area- updated federal language
- Updated voting structure to include new municipal members
- Changed references from TEA-21 to MAP-21 (Federal Legislation governing transportation)

“The Board”

- The TAC (Technical Advisory Committee) made up of local elected officials is now referred to as “French Broad River Metropolitan Planning Organization Board” or “The Board” for short
- To make more clear to the general public the decision-making authority of FBRMPO
TAC/Board

Priority Needs List (PNL)

- Several questions have arisen from this section
- PNL process was replaced by the SPOT process
- SPOT process codified by Session Law 2012-86
- Might be better to have the prioritization process spelled out in the MPO Bylaws where it would be easier to adapt to changing requirements



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Tammie Drake

Department: Administration

Date Submitted: 01/30/13

Presenter: Mary Jo Padgett

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 09

Update on Sister City Program: Mayor Volk asked me to add this item to the agenda on behalf of the Sister City Program for an update on this program.

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

N/A

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Lew Holloway - Main Street Director

Department: Planning

Date Submitted: 01/29/13

Presenter: Lew Holloway

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 10

At the January 3rd, 2013 Hendersonville City Council session, Council directed staff to explore the idea of a clock element at the corner of 7th Ave. and Main Street. Staff, in concert with Luther Smith & Associates and Trace & Company, have researched some basic design options and assigned rough, and the emphasis is on rough as we have no final design for any one of these concepts, cost estimates. An overview of four potential options and some basic information about their form & cost will be presented. Those four options will include examples of each as a component of the presentation.

Staff is seeking guidance on the interest in additional exploration of one or more of these potential options. In addition should there be an option not included in the presentation that Council wishes to pursue, staff can prepare additional information moving forward.

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

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Planning Department

Department: Planning

Date Submitted: 01/30/13

Presenter: Gary Wirth

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 11

Presentation by Gary Wirth of Wirth & Associates of the overall Berkeley Mills Park draft master plan, detailed enlargement plans, the draft phasing plan and cost estimates.

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

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 01/30/13

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Council Action

Summary of Information/Request:

Item # 12

In 2011 City staff pursued funding through the North Carolina Department of Environment and Natural Resources (NCDENR) Clean Water State Revolving Fund for three sanitary sewer projects (Jackson Park, Wolfpen and Shepherd Creek/Atkinson) and were later informed that the project applications were accepted. During subsequent discussions City Council decided to move forward with design of all three projects. Staff has been working to complete the project designs according to NCDENR's timeline. We recently received the attached loan offer letters from NCDENR. The terms of each loan is described therein. NCDENR requires a resolution by City Council accepting each of the loan offers.

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

1. I hereby authorize the Mayor to execute a resolution accepting the State Loan loan offer for Jackson Park Sewer Interceptor Project and authorize the City Engineer to execute the loan acceptance letter for the same project.
2. I hereby authorize the Mayor to execute a resolution accepting the State Loan loan offer for Wolfpen Sewer Interceptor Project and authorize the City Engineer to execute the loan acceptance letter for the same project.
3. I hereby authorize the Mayor to execute a resolution accepting the State Loan loan offer for Shepherd Creek/Atkinson Elementary Sewer Project and authorize the City Engineer to execute the loan acceptance letter for the same project.

Attachments:

1/17/13 Offer and Acceptance Letter and Attachments from NCDENR For Jackson Park Sewer Interceptor Project

1/17/13 Offer and Acceptance Letter and Attachments from NCDENR for Wolfpen Sewer Interceptor Project

1/17/13 Offer and Acceptance Letter and Attachments from NCDENR for Shepherd Creek/Atkinson Elementary Sewer Project



**Return to
Agenda**

North Carolina Department of Environment and Natural Resources

Pat McCrory
Governor

Charles Wakild, P. E.
Director

John Skvarla III
Secretary

January 17, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

SUBJECT: Offer and Acceptance for a State Loan
Project No. CS370444-08
Jackson Park Sewer Interceptor Project

Dear Mr. Detwiler:

The City of Hendersonville has been approved for loan assistance from the Clean Water State Revolving Fund in the amount of **\$ 3,946,000**.

Enclosed are two (2) copies of an Offer and Acceptance Document extending a State Revolving loan in the amount of \$ 3,946,000. This offer is made subject to the assurances and conditions set forth in the Offer and Acceptance Document. Please submit the following items to the Infrastructure Finance Section, 1633 Mail Service Center, Raleigh, North Carolina 27699-1633 within forty-five (45) days of receipt.

1. A resolution adopted by the governing body accepting the loan offer and making the applicable assurances contained therein. (Sample copy attached)
2. One (1) copy of the original Offer and Acceptance Document executed by the authorized representative for the project, along with the signed "Standard Conditions for the Federal SRF loans". **Retain the other copy for your files.**
3. Federal Identification Number of the Recipient (Memo attached)

Infrastructure Finance Section
1633 Mail Service Center, Raleigh, North Carolina 27699-1633
Location: 512 N Salisbury Street, Raleigh, North Carolina 27604
Phone: 919-707-9160 \ FAX: 919-715-6229 Internet: www.ncogl.net

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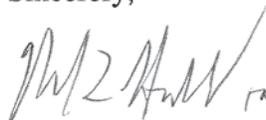
Mr. Brent Detwiler, City Engineer

January 17, 2013

Page 2

On behalf of the Department of Environment and Natural Resources, I am pleased to make this offer of State Revolving Loan funds made available by North Carolina Water Infrastructure Fund and the Federal Clean Water Act Amendments of 1987. If you have any questions, please feel free to contact Don Evans at (919)770-9164 for any assistance.

Sincerely,



Kim H. Colson, P.E., Chief
Infrastructure Finance Section

DE/sd

Enclosures:

Loan Offer and Acceptance Document (2 copies)

Guidance Document

Reimbursement Request form

Fed ID Request Form

Resolution to accept Loan offer (suggested format)

cc: PMB
SRF

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF WATER QUALITY**

State Loan or Grant Offer and Acceptance

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

Legal Name and Address of Award Recipient

City of Hendersonville
305 Williams Street
Hendersonville, NC 28792

Account

Clean Water State Revolving Fund (SRF)
State General Loan (SRL)
State Emergency Loan (SEL)
High Unit Cost Grant (SRG)
Technical Assistance Grant

State Project Number: E-SRF-T-13-0329
Federal Project Number: CS370444-08
CFDA Number: 66.458

Project Description:

Jackson Park Sewer Interceptor Project, Phase I and II

Total Financial Assistance Offer: \$3,946,000 **Interest Rate:** 2% Per Annum
Total Project Cost: \$4,024,920 **Maximum Loan Term:** 20 Years
Closing Fee (2%): \$ 78,920 (Actual invoiced closing costs will be calculated based on bids)

Consideration having been given by the Department of Environment and Natural Resources to the application submitted by the applicant pursuant to North Carolina General Statute 159G, (1) the applicant is an eligible unit of government, (2) the project meets the eligibility criteria for a State Loan or Grant, and (3) the project has been approved and certified by the Department of Environment and Natural Resources as being entitled to priority for State financial assistance,

The Department of Environment and Natural Resources, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

John E. Skvarla, III, Secretary
North Carolina Department of Environment & Natural Resources

Signature: *Christy Walker* Date: 1/14/13

On Behalf of:

City of Hendersonville

Name of Representative in Resolution: _____

Title (Type or Print): _____

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

Signature: _____ Date: _____



**Return to
Agenda**

North Carolina Department of Environment and Natural Resources

Pat McCrory
Governor

Charles Wakild, P. E.
Director

John Skvarla III
Secretary

January 17, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

SUBJECT: Offer and Acceptance for a State Loan
Project No. CS370444-09
Wolfpen Sewer Interceptor Project

Dear Mr. Detwiler:

The City of Hendersonville has been approved for loan assistance from the Clean Water State Revolving Fund in the amount of \$ **3,000,000**.

Enclosed are two (2) copies of an Offer and Acceptance Document extending a State Revolving loan in the amount of \$ 3,000,000. This offer is made subject to the assurances and conditions set forth in the Offer and Acceptance Document. Please submit the following items to the Infrastructure Finance Section, 1633 Mail Service Center, Raleigh, North Carolina 27699-1633 within forty-five (45) days of receipt.

1. A resolution adopted by the governing body accepting the loan offer and making the applicable assurances contained therein. (Sample copy attached)
2. One (1) copy of the original Offer and Acceptance Document executed by the authorized representative for the project, along with the signed "Standard Conditions for the Federal SRF loans". **Retain the other copy for your files.**
3. Federal Identification Number of the Recipient (Memo attached)

Infrastructure Finance Section
1633 Mail Service Center, Raleigh, North Carolina 27699-1633
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Mr. Brent Detwiler, City Engineer
January 17, 2013
Page 2

On behalf of the Department of Environment and Natural Resources, I am pleased to make this offer of State Revolving Loan funds made available by North Carolina Water Infrastructure Fund and the Federal Clean Water Act Amendments of 1987. If you have any questions, please feel free to contact Don Evans at (919)770-9164 for any assistance.

Sincerely,



Kim H. Colson, P.E., Chief
Infrastructure Finance Section

DE/sd

Enclosures:

Loan Offer and Acceptance Document (2 copies)
Guidance Document
Reimbursement Request form
Fed ID Request Form
Resolution to accept Loan offer (suggested format)

cc: PMB
SRF

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF WATER QUALITY**

State Loan or Grant Offer and Acceptance

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

Legal Name and Address of Award Recipient

City of Hendersonville
305 Williams Street
Hendersonville, NC 28792

Account

Clean Water State Revolving Fund (SRF)
State General Loan (SRL)
State Emergency Loan (SEL)
High Unit Cost Grant (SRG)
Technical Assistance Grant

State Project Number: E-SRF-T-13-0330
Federal Project Number: CS370444-09
CFDA Number: 66.458

Project Description:

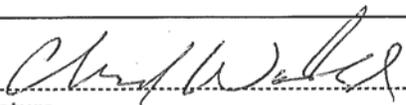
Wolfpen Sewer Interceptor Project

Total Financial Assistance Offer: \$3,000,000 **Interest Rate:** 2% Per Annum
Total Project Cost: \$3,060,000 **Maximum Loan Term:** 20 Years
Closing Fee (2%): \$ 60,000 (Actual invoiced closing costs will be calculated based on bids)

Consideration having been given by the Department of Environment and Natural Resources to the application submitted by the applicant pursuant to North Carolina General Statute 159G, (1) the applicant is an eligible unit of government, (2) the project meets the eligibility criteria for a State Loan or Grant, and (3) the project has been approved and certified by the Department of Environment and Natural Resources as being entitled to priority for State financial assistance,
The Department of Environment and Natural Resources, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

John E. Skvarla, III, Secretary
North Carolina Department of Environment & Natural Resources

.....
Signature  Date 1/16/13

On Behalf of: City of Hendersonville
Name of Representative in Resolution: _____
Title (Type or Print): _____

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

.....
Signature _____ Date _____



**Return to
Agenda**

North Carolina Department of Environment and Natural Resources

Pat McCrory
Governor

Charles Wakild, P. E.
Director

John Skvarla III
Secretary

January 17, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

SUBJECT: Offer and Acceptance for a State Loan
Project No. CS370444-11
Shepherd Creek/Atkinson Elementary
Sanitary Sewer Improvements Project

Dear Mr. Detwiler:

The City of Hendersonville has been approved for loan assistance from the Clean Water State Revolving Fund in the amount of **\$ 1,650,000**.

Enclosed are two (2) copies of an Offer and Acceptance Document extending a State Revolving loan in the amount of \$ 1,650,000. This offer is made subject to the assurances and conditions set forth in the Offer and Acceptance Document. Please submit the following items to the Infrastructure Finance Section, 1633 Mail Service Center, Raleigh, North Carolina 27699-1633 within forty-five (45) days of receipt.

1. A resolution adopted by the governing body accepting the loan offer and making the applicable assurances contained therein. (Sample copy attached)
2. One (1) copy of the original Offer and Acceptance Document executed by the authorized representative for the project, along with the signed "Standard Conditions for the Federal SRF loans". **Retain the other copy for your files.**
3. Federal Identification Number of the Récipient (Memo attached)

Infrastructure Finance Section
1633 Mail Service Center, Raleigh, North Carolina 27699-1633
Location: 512 N Salisbury Street, Raleigh, North Carolina 27604
Phone: 919-707-9160 \ FAX: 919-715-6229 Internet: www.nccgl.net

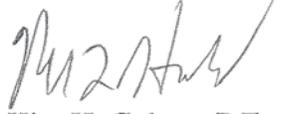
An Equal Opportunity \ Affirmative Action Employer

One
North Carolina
Naturally

Mr. Brent Detwiler, City Engineer
January 17, 2013
Page 2

On behalf of the Department of Environment and Natural Resources, I am pleased to make this offer of State Revolving Loan funds made available by North Carolina Water Infrastructure Fund and the Federal Clean Water Act Amendments of 1987. If you have any questions, please feel free to contact Don Evans at (919)770-9164 for any assistance.

Sincerely,



Kim H. Colson, P.E., Chief
Infrastructure Finance Section

DE/sd

Enclosures:

Loan Offer and Acceptance Document (2 copies)
Guidance Document
Reimbursement Request form
Fed ID Request Form
Resolution to accept Loan offer (suggested format)

cc: PMB
SRF

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF WATER QUALITY**

State Loan or Grant Offer and Acceptance

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

Legal Name and Address of Award Recipient

City of Hendersonville
305 Williams Street
Hendersonville, NC 28792

Account

Clean Water State Revolving Fund (SRF)
State General Loan (SRL)
State Emergency Loan (SEL)
High Unit Cost Grant (SRG)
Technical Assistance Grant

State Project Number: E-SRF-T-13-0331
Federal Project Number: CS370444-11
CFDA Number: 66.458

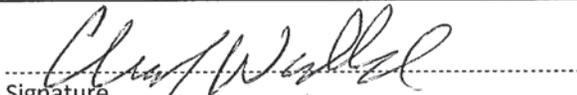
Project Description:

Shepherd Creek/Atkinson Elementary Sanitary Sewer Improvements Project

Total Financial Assistance Offer: \$1,650,000 **Interest Rate:** 2% Per Annum
Total Project Cost: \$1,683,000 **Maximum Loan Term:** 20 Years
Closing Fee (2%): \$ 33,000 (Actual invoiced closing costs will be calculated based on bids)

Consideration having been given by the Department of Environment and Natural Resources to the application submitted by the applicant pursuant to North Carolina General Statute 159G, (1) the applicant is an eligible unit of government, (2) the project meets the eligibility criteria for a State Loan or Grant, and (3) the project has been approved and certified by the Department of Environment and Natural Resources as being entitled to priority for State financial assistance,
The Department of Environment and Natural Resources, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **John E. Skvarla, III, Secretary**
North Carolina Department of Environment & Natural Resources

Signature:  Date: 1/14/13

On Behalf of: **City of Hendersonville**
Name of Representative in Resolution: _____
Title (Type or Print): _____

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

Signature: _____ Date: _____

STANDARD CONDITIONS FOR FEDERAL SRF LOANS

1. The recipient shall comply with all provisions of the following Federal laws and authorities (super cross-cutters):
 - (a) Title VI of the Civil Rights Act of 1964 – 42 U.S.C. §2000d
 - (b) CFR 35.3145(c) (Civil Rights laws) and provide completed EPA 4700-4 form
 - (c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972 – 33 U.S.C. §1251
 - (d) Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. §794
2. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures.
3. Civil Rights and Labor Standard Requirements, and use of MBE (Minority Business Enterprise), WBE (Women's Business Enterprise), and Small Businesses:
 - (a) Specific MBE/WBE (DBE) requirements are included in the SRF Special Conditions that are to be included in the contract specifications. Positive efforts shall be made by recipients, their consultants and contractors to utilize small businesses and minority-owned businesses for sources of supply and services. Such efforts should allow these sources the maximum feasible opportunity to compete for subagreements and contracts to be performed, utilizing Federal SRF funds. Documentation of efforts made to utilize minority and women-owned firms must be maintained by all recipients, consulting firms, and construction contractors, and made available upon request.
 - (b) The recipient shall not award contracts to any firm that has been debarred for noncompliance from the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, as amended, or any firm that appears on the EPA's list of debarred firms. The recipient shall also comply with 40 CFR 32. (Complete the Debarment Certification in the SRF Special Conditions)
 - (c) The recipient shall require all prime construction contractors, as part of their bid, to certify that subcontracts have not and will not be awarded to any firm that has been debarred for noncompliance from the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, as amended, or Executive Order 11246, as amended, or any firm that appears on the EPA's list of debarred firms. (Complete the Debarment Certification in the SRF Special Conditions for each Subcontractor)
 - (d) The recipient shall require all contractors on the project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-946), under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
 - (e) The recipient shall ensure all contractors are in compliance with applicable Equal Employment Opportunity regulations.

4. Acquisition of Real Property:

The recipient shall comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended, in regard to acquisition of all real property, (including easements), for the project covered by this loan, and any resulting relocation of persons, businesses, or farm operations. See Assurance 8.

5. Prompt Payment and Payment Retainage:

It is the policy of the State of North Carolina to make timely periodic loan disbursements to the recipient, and to require the recipient to make prompt periodic payment on subagreements. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the conditions of this loan and subsequent amendments;

- (a) The recipient agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
- (b) The recipient agrees to include appropriate provisions in each construction contract, and to require the prime contractor to include them in all subcontracts, to implement this prompt payment requirement.

6. **The construction contract(s) requires the contractor to adhere to Davis Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.**

ASSURANCES

- 1. The recipient acknowledges that in the event that a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Notice of Intent to Fund is not met, this State Loan or Grant offer will be rescinded by the Department of Environment and Natural Resources.
- 2. The final plans and specifications have or will be approved by the Division of Water Quality and the applicant so notified, prior to the project being advertised or placed on the market for bids.
- 3. Eligible project expenses are as discussed in the North Carolina Clean Water SRF Program Guidance. Projects will not receive reimbursement for sales taxes. Sales taxes are deducted from project costs at the 90% milestone in accordance with the SRF Program Guidance.
- 4. The applicant agrees to construct the project or cause it to be constructed to final completion in accordance with the application and plans and specifications approved by the Division of Water Quality.
- 5. The construction contract(s) requires the contractor to furnish performance and payment bonds, each of which is in an amount of not less than one hundred percentum (100%) of the contract price; and to maintain during the life of the contract(s) adequate fire, extended coverage, workmen's compensation, public liability, and property damage insurance.

6. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
7. Any change or changes in the approved plans and specifications or contract(s) which (has/have) made or will make any major alteration in the work required by the plans and specifications, or which increases the cost of the project above the latest estimate approved by the Department of Environment and Natural Resources, was or will be submitted to the Division of Water Quality for approval.
8. The construction contract(s) provides that any duly authorized representative of the State will have access to the work whenever it is in preparation or progress, and that the contractor will provide proper facilities for such access and inspection. Further, any authorized representative of the State shall have access, for the purpose of audit and examination, to any books, documents, papers and records of the applicant that are pertinent to funds received under the Act; and the applicant shall submit to the Division of Water Quality such documents and information as it may require in connection with the project.
9. The applicant will provide and maintain competent and adequate engineering supervision and inspection of the project to insure that the construction conforms with the approved plans and specifications.
10. The applicant shall demonstrate to the satisfaction of the Department of Environment and Natural Resources that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project prior to the authorization to award construction contracts. No loan disbursements will be made until clear site certificates are submitted.
11. At least thirty (30) days, shall be allowed from the first date of publication to the date of bid opening.
12. The Project Bid Information package, including MBE and WBE (DBE) requirements, must be submitted and approved prior to the State issuing an Authorization to Award letter. If the approval of the debt instrument for this loan is necessary for the applicant to award contracts, the completed Project Bid Information and supporting documentation must be delivered to the Division of Water Quality a minimum of twenty (20) days prior to the award of contracts.
13. The recipient shall not award any contracts for construction until the Authority to Award is given by the State. Doing so, will be at the risk of the award recipient.
14. Recipient acknowledges that no loan disbursements will be made until the contract documents are submitted and approved. The recipient shall notify the State when contracts are awarded.
15. The recipient shall conduct a preconstruction conference, if applicable, for each construction contract in cooperation with the State, and, in accordance with guidelines which shall be furnished by the State. The State shall be invited to the conference.
16. The Local Government Commission will forward the debt instrument after total project costs are established in the Authority to Award Letter. The applicant must execute the debt instrument a minimum of ten (10) days prior to the request of disbursement of loan funds.
17. Recipient acknowledges that no loan disbursements will be made on the engineering planning and design or construction phase services until the contracts are submitted and approved.

18. Eligible small purchases estimated to exceed \$10,000 require three informal bids for approval.
19. Within thirty (30) days of the date of completion of the project, the applicant will make available to the Construction Grants Section staff all requested project closeout items including final costs for the purpose of making final adjustments to the Revolving Loan and debt instrument.
20. All principal payments will be made annually on or before May 1st. The first principal payment is due not earlier than six months after the original date of completion of the project. All interest payments will be made semiannually on or before May 1st and November 1st of each year. The first interest payment is due not earlier than six months after the original date of completion of the project.
21. In accordance with G.S. 159-26(b)(6), a capital project fund is required to account for all debt instrument proceeds used to finance capital projects. It is required that a capital project ordinance, in accordance with G.S. 159-13.2, be adopted by the governing board authorizing all appropriations necessary for the completion of the project. A copy of the approved ordinance must be submitted to this office before submitting the first reimbursement request.
22. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three (3) years following completion of the project.
23. All funds loaned pursuant to North Carolina General Statute 159G shall be expended solely for carrying out the approved project and an audit shall be performed in accordance with G.S. 159-34, as amended. Please note that the State is not a party to the construction contract(s) and the loan recipient is expected to uphold its contract obligations regarding timely payment. See Standard Condition 5.
24. The applicant shall demonstrate to the satisfaction of the Department of Environment and Natural Resources its ability to pay the remaining or ineligible cost of the project.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environment and Natural Resources that the declarations, assurances, representations, and statements made by the applicant in the application; and all documents, amendments, and communications filed with the Department of Environment and Natural Resources by the applicant in support of its request for a loan will be fulfilled.

.....
Signature

.....
Date

(Suggested Format)

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Department of Environment and Natural Resources has offered a (State Revolving Loan, Grant, or State Bond Loan) in the amount of \$_____ for the construction of (project description), and

WHEREAS, the (unit of government) intends to construct said project in accordance with the approved plans and specifications,

NOW, THEREFORE, BE IT RESOLVED BY THE (GOVERNING BODY) OF THE (UNIT OF GOVERNMENT):

That (unit of government) does hereby accept the (State Revolving Loan, Grant, or State Bond Loan) offer of \$_____.

That the (unit of government) does hereby give assurance to the North Carolina Department of Environment and Natural Resources that all items specified in the (loan or grant) offer, Section II - Assurances will be adhered to.

That (name and title of authorized representative), and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That (unit of government) has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the (date adopted) at (place), North Carolina.

(Signature of Chief Executive Officer)

Date



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lee Smith

Department: Water/Sewer

Date Submitted: 01/29/13

Presenter: Lee Smith

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Council Action

Summary of Information/Request:

Item # 13

WATER AND SEWER - 607136 (Sewer Maintenance) BUDGET AMENDMENT

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	DEBIT (+)	CREDIT (-)
607136 529900	Supplies and Materials		\$1,000
607136 535200	R&M - Equipment		\$4,553
607136 554000	Capital Outlay - Motor Vehicles		\$15
607136 559600	Capital Outlay - Inflow / Infiltration		\$40,000
607136 569000	Contracted Services		\$20,000
607136 525100	Gasoline & Diesel	\$7,171	
607136 535300	R&M - Auto / Trucks	\$4,228	
607136 545600	Liability / Property Ins. & Bonds	\$33	
607136 555000	Capital Outlay - Other Equipment	\$40,000	
607136 559900	Capital Outlay - Other Improvements	\$30	
607136 598500	Paving Cut Repairs	\$14,106	

Explanation: Budget amendment is being requested to balance budget for this division. We are requesting an adjustment in several expenditure line accounts in order to balance the budget for mid-year. There will be no net change in this budget.

Requesting transfer of funds (\$40,000) from 607136-559600 (Capital Outlay – Inflow/Infiltration) to 607136-555000 (Capital Outlay – Other Equipment). The purpose for this request is to purchase foaming root control applicator equipment for our sewer collection system. This will allow our staff to perform this work rather than a contractor, for which we budget and pay out close to \$20,000 annually. This equipment will be utilized to help us eliminate infiltration by allowing us to kill roots that penetrate our sewer pipes, safely and efficiently, as required. The chemistry used with this system only kills the roots and does not kill the trees and shrubs in which they are a part of. We estimate a 3 to 4 year return on our investment for this purchase, if approved by city council. See attachment for details regarding the cost for this equipment.

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

I move to approve the budget amendment for Water and Sewer and hereby authorize the purchase of the above referenced equipment as presented and recommended by staff.

Attachments:

Copy of Quote for Equipment

Copy of Proposed Budget Amendment

PUBLIC WORKS EQUIPMENT AND SUPPLY, INC.

4519 Old Charlotte Highway Monroe, North Carolina 28110 PH: 800-222-6803 Fax: 704 283 2266

QUOTATION TO: Dennis Frady
City of Hendersonville Utilities
Hendersonville, NC

dfrady@cityofhendersonville.org

DATE: 12/6/2012

PH.#: 828 697 3073

CELL: 828 243 3738

FAX:

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION:

QUANTITY	EQUIPMENT SPECIFICATIONS	PRICE EA.	TOTAL
1	Vaporooter Commander Root Foaming System installed on your Vactor 2112 Plus Vacuum Jet Rodding Machine		\$36,955.00
ANY	Sanafoam Vaporooter II Chemical Root Control Sold in five (5) gallon containers *** *** Suggest ordering by pallet quantities (24- 5 gallon containers per pallet) to reduce freight cost. Price does not included shipping cost or NC sales tax.	\$290.00 For 5 gallons	
TERMS	Neo 10 Days	F.O.B. Shipping Point	DELIVERY Immediate
PRICES QUOTED ARE THOSE IN EFFECT AT THE TIME OF QUOTATION. THIS QUOTATION IS SUBJECT TO ACCEPTANCE WITHIN 15 DAYS.			

TAXES TO BE ADDED: _____ YES _____ NO

ACCEPTED:

CUSTOMER NAME: _____
BY: _____
TITLE: _____
DATE: _____

VERY TRULY YOURS,

BY: Joe Pressley
Product Manager

BUDGET AMENDMENT

To: Jim Rudisill, Finance Director
From: Lee Smith, Utilities Director

Date: 1/28/13

BE IT RESOLVED, that the following amendments be made to the Adopted Budget for the City of Hendersonville for the fiscal year ending June 30, 2013.

Account Number		Description of Account	Increase	Decrease
607136	529900	Supplies and Materials		\$ 1,000
607136	535200	R&M - Equipment		\$ 4,553
607136	554000	Capital Outlay - Motor Vehicles		\$ 15
607136	559600	Capital Outlay - Inflow/Infiltration		\$ 40,000
607136	569000	Contracted Services		\$ 20,000
607136	525100	Gasoline & Diesel	\$ 7,171	
607136	535300	R&M - Auto / Trucks	\$ 4,228	
607136	545600	Liablility / Property Ins. & Bonds	\$ 33	
607136	555000	Capital Outlay - Other Equipment	\$ 40,000	
607136	559900	Capital Outlay - Other Improvements	\$ 30	
607136	598500	Paving Cut Repairs	\$ 14,106	
TOTAL			\$ 65,568	\$ 65,568

EXPLANATION: Budget amendment is being requested to balance budget for this division. We are requesting an adjustment in several expenditure line accounts in order to balance the budget for mid-year. There will be **no net change** in this budget. Requesting transfer of funds (\$40,000) from 607136-559600 (Capital Outlay – Inflow/Infiltration) to 607136-555000 (Capital Outlay – Other Equipment). The purpose for this request is to purchase foaming root control applicator equipment for our sewer collection system. This will allow our staff to perform this work rather than a contractor, for which we budget and pay out close to \$20,000 annually. This equipment will be utilized to help us eliminate infiltration by allowing us to kill roots that penetrate our sewer pipes, safely and efficiently, as required. The chemistry used with this system only kills the roots and does not kill the trees and shrubs in which they are a part of. We estimate a 3 to 4 year return on our investment (ROI) for this purchase, if approved by city council. See attachment for details regarding the cost for this equipment.

TOTAL CURRENT BUDGET APPROPRIATION	\$ 3,210,630
AMOUNT OF INCREASE/DECREASE	\$ -
TOTAL CURRENT AMENDED BUDGET APPROPRIATION	\$ 3,210,630

City Manager 1/28/13
Date

Finance Director 1/28/13
Date



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lee Galloway

Department: Administration

Date Submitted: 01/30/13

Presenter: Mayor Volk

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 14

At the City Council meeting of January 3, 2013, the issue of the Grey Hosiery Mill resurfaced. It was noted that the last Request for Proposals had been distributed and proposals considered in 2010, almost three years ago. There was a desire expressed to get this matter up for discussion again, with hopes that an improving economy and the passage of time may lead to some new ideas and proposals for the City Council to consider.

The Request for Proposals from 2010 was rather lengthy, seeking considerable amounts of information from potential developers and other interested parties. Submitting the proposal under that RFP required a great deal of time and expense for those interested in responding. It was suggested that perhaps we could prepare a simpler and briefer Request for Proposals which would not create extraordinary burdens upon those interested in responding. There was the thought that perhaps the RFP could be trimmed to just a few pages which would attempt to gather ideas and concepts for the Council to consider, while at the same time emphasizing that those submitting proposals must be in a position to deliver on their ideas and within a reasonable period of time. While I attempted to reduce the RFP to no more than two pages, I found that impossible to achieve while still providing interested parties as much information as they would need to prepare a proposal. In the end, this RFP is a full three pages in length.

The attached draft of the Request for Proposals is submitted to you for your review and consideration. It would be my suggestion that the City Council review and evaluate this document over the next week and that the final document and potential time frame cited in the RFP be discussed at the Council's Annual Retreat on February 15, 2013.

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

Attachments:

Draft Mill Building RFP

INVITATION TO SUBMIT PROPOSALS AND STATEMENT OF
QUALIFICATIONS TO ACQUIRE AND REDEVELOP
THE GREY HOSIERY MILL, HENDERSONVILLE, NORTH CAROLINA

The City of Hendersonville, North Carolina, owns an historic property known as the Grey Hosiery Mill, located within a few blocks of a vibrant and successful downtown. The City is interested in working with a development partner to reuse and/or redevelop the property. As such, the City Council desires that proposals be consistent with the City's 2030 Comprehensive Plan which identifies potential land uses as hospitality, retail, restaurant, office and residential; however, the City is open to all proposals and ideas, including artistically related, educational, light industry and manufacturing.

The Grey Hosiery Mill is an historic property, with the original portion constructed in 1915 and expanded in 1919 and 1947. There is some community attachment to the Mill, and the Council would be interested in any proposal which might preserve all or a portion of the historic architectural features of the structure.

The Mill property comprises two tracts of land totaling 1.68 acres, bounded on the west by Grove Street, on the south by Fourth Avenue East, on the north by Fifth Avenue East and on the east by North Pine Street. The physical address of the Mill is 400 Grove Street. There are some adjacent, privately owned lots which might be available. The zoning for this property is "Central Mixed Use", a zone intended "to strengthen the Central Business District and the perimeter surrounding that District by encouraging and permitting the coordinated development of dwellings, retail, professional and financial trades, institutional, governmental and other public facilities. This classification is designed to facilitate the coordination of future developments, stressing sensitivity to urban design, pedestrian environment, urban open spaces and streetscapes. It will permit higher residential developments, provided adequate facilities are, or will be, in place to serve such developments."

The Hendersonville City Council does not have a specific vision of what the former Mill might become, and it is open to various ideas from any who wish to submit a valid proposal. The basic criteria for those planning to submit proposals must be that they are qualified to implement the proposal and capable of delivering an end product within a reasonable period of time.

The City of Hendersonville has held ownership of the Grey Hosiery Mill for many years and has previously considered proposals for the redevelopment of the property. Previous proposals were considered but either the projects did not come to fruition or were turned down by City Council. There is a desire now to reopen the process, to seek and consider new proposals or to reconsider previous proposals. The City Council has expressed a goal of receiving some economic compensation for the facility and to see the redeveloped property returned to the tax base.

There are some special tax considerations for those interested in offering proposals. There may be the possibility of tax credits through the State and Federal governments for mill or historic property preservation, as well as for the provision of residential property. As this site is considered a brownfield, there is a possibility of its inclusion in the brownfields program. It will be the responsibility of those submitting proposals to research various tax credits, grant programs or other financial inducements for the redevelopment of a property such as the Grey Hosiery Mill. There are reports and assessments on the brownfield and these may be found in the link shown near the end of this document.

The City Council is soliciting proposals, and is searching for those individuals and/or firms that are qualified for this type work, particularly by having had previous, similar experience in the redevelopment of an old mill or of other historic properties. Any proposal received must include a listing of work in which the submitter has been previously involved which would qualify them for the work on redevelopment of the Grey Hosiery Mill. Please include the names and contact information for people, firms or other entities which may serve as references as to the quality of work on similar projects and the capability of the firm making the proposal on the Mill.

The City Council wants to see this property redeveloped within a reasonable period of time. It will be essential that those making the proposals have or be able to secure the financial backing to carry out the redevelopment proposed. Any individual or firm offering proposals will need to submit financial information at some point to verify that they have or may secure the resources to carry out their proposal. Anyone submitting a proposal should include a general time line under which they would attempt to implement their proposal, beginning with the award by the City Council and ending with the ribbon cutting of a finished product.

The deadline for the submission of proposals is April 15, 2013. After that date, the City Council will begin reviewing proposals to determine those that are of interest and which warrant further consideration. The City Council will then contact those individuals and/or firms submitting proposals of interest to seek a more detailed, in depth proposal. Upon review of these more detailed proposals, it is hoped that a determination may be made for the selection of a final proposal by August 31, 2013.

To assist those who may be interested in submitting a proposal, an aerial photograph of the mill site and surrounding area is attached. Should there be an interest in visiting the Mill building to assist in the development of a proposal, please contact the Public Works Department of the City of Hendersonville at 828-697-3084. Tom Wooten or Chad Freeman, the Director and Assistant Director of Public Works, respectively, will be glad to make arrangements for access to the Mill building.

Documents which the City has in its possession which may be of assistance to those interested in submitting proposals may be found at the following link on the City's web site:

<http://www.cityofhendersonville.org/index.aspx?page=403>

In summary, proposals submitted should include the following:

1. Proposal for the redevelopment of this property with some degree of specificity of what the end result will be;
2. Makeup of the development team, including individuals and firms which will be involved in the project, including the role each will play in carrying out the proposal;
3. Experience the individual or firm has in a project of restoration of an historic property similar to Grey Mill;
4. References, including names and contact information, for work similar to that of redevelopment of Grey Mill;
5. Statement and some indication of financial resources the proposer has to assure that proposal will be completed;
6. General time frame for the project from award to completion;
7. What financial benefits will be derived by the City of Hendersonville to award the particular proposal?



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Tammie Drake

Department: Administration

Date Submitted: 01/30/13

Presenter: Tammie Drake

Date of Council Meeting to consider this item: 02/07/13

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 15

15. Reports from Staff

a. Meeting Announcements/Reminders

Reminder of Special Council Meetings:

- Wednesday, February 20, 2013, 5:30 p.m. Closed Session
- Tuesday, March 5, 2013, 5:30 p.m. Closed Session

Other Training Opportunities

- NCLM RMS Regional Meetings – March 18, 2013, Asheville, NC
- 2013 Town Hall Day – March 27, 2013, Raleigh, NC

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

N/A

Attachments:

N/A



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Tammie Drake

Department: Administration

Date Submitted: 01/30/13

Presenter: Tammie Drake

Date of Council Meeting to consider this item: 01/03/13

Nature of Item: Council Action

Summary of Information/Request:

Item # 16

Consideration of Appointments to Boards/Commissions and Announcement of Vacancies:

a. Appointments for Consideration:

Tree Board (1 vacancy): The term of Mr. Michael Stout expired February 1. He declined reappointment to the Tree Board because of his work schedule but stated he will be helping them when they have special activities, plantings, etc. I have one application on file from Mr. Richard Baxter (attached).

b. Announcement of Vacancies: This is a reminder of a vacancy on the Environmental Sustainability Board.

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

I move Council to appoint ... to the Tree Board. This term will expire 02-01-18.

Attachments:

Board membership list & application