

# AGENDA

## CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

SEPTEMBER 4, 2014 – 5:45 P.M.

### Council Chambers – City Hall

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Public Comment Time:** *Up to 15 minutes is reserved for comments from the public for items not listed on the agenda*
4. **Consideration of Agenda**
5. **Consideration of Consent Agenda:** *These items are considered routine, noncontroversial in nature and are considered and approved by a single motion and vote.*
  - A. **Consideration of Minutes:**
    - i. August 7, 2014 Regular Meeting and
    - ii. August 11, 2014 Special Joint Meeting with Seventh Avenue Advisory Committee
  - B. **Consideration of an Ordinance amending Section 2-138 of the Code of Ordinances Pertaining to Medical Insurance for Certain City Government Retirees (for clarification purposes)**
  - C. **Consideration of Lease Agreement with Asheville Office Solutions for a Canon Plotter for the Engineering Department**
  - D. **Consideration of Resolution accepting the BB&T financing terms and authorize the City manager to enter into a contract for financing of capital equipment in the amount of \$242,500**
  - E. **Consideration of Order to Collect Taxes**
  - F. **Consideration of Lease Agreement with Great American Financial Services (for Duncan-Parnell) for a handheld GPS Unit**
  - G. **Consideration of a five-year Agreement with Wells Fargo for Lockbox Services**

- H. Consideration of a five-year Contract with Wells Fargo for Central Depository Services
- I. Consideration of Budget Amendments:
  - i. Budget Analyst and Management Position
  - ii. To Transfer General Fund IT Department and Water and Sewer Fund IT Department funds to pay for VC3 Contracted Services
- J. Consideration of Resolution Accepting Governor's Highway Safety Program BikeSafe Grant in the Amount of \$10,000
- K. Consideration of Ordinance Changing the Speed Limit on Half Moon Lane to 25 miles per hour
- L. Consideration of Special Events Permits
  - i. Hendersonville High School 30th Class Reunion
  - ii. Mainstay Welcome Party event
  - iii. City of Hendersonville Wellness Committee Turkey Trot 5k Walk/Run

- 6. **Public Hearing – Consideration of Application for Rezoning of a .52-acre lot from Ben Campen for Parcel Number 9568-19-3311, located on the southwest corner of Brevard Road and Westbrook Road, from R-20 Low Density Residential to R-15 Medium Density Residential District**  
*Presenter: Planning Director Sue Anderson*
- 7. **Public Hearing - Consideration of Application for Rezoning of a 1.09-acre lot from John and Patricia Shepherd for Parcel Number 9569-72-7547, located at 1256 North Main Street, from R-6 High Density Residential to C-4 Neighborhood Commercial**  
*Presenter: Planning Director Sue Anderson*
- 8. **Consideration of Request for Use of Berkeley Mills Park for the 205 Mad Mountain Mud Run to Benefit HandsOn!**  
*Presenter: Heather Boeke*
- 9. **Presentation on the Impact of Privilege Licenses**  
*Presenter: City Manager John Connet*
- 10. **Comments from Mayor and City Council Members**
- 11. **Reports from Staff**
  - a. **Reminder of NCLM Annual Conference, October 11-14, Greensboro**

**12. Consideration of Appointments to Boards and Commissions**

*Presenter: City Clerk Tammie Drake*

- a. Appointments to Boards and Commissions
- b. Announcement of Vacancies and Upcoming Appointments

**13. New Business**

**14. Closed Session for Discussion Relating to the Location or Expansion of Industries or Other Businesses under N.C.G.S. 143-318.11(a)(4)**

**15. Adjournment**





# CITY OF HENDERSONVILLE

## AGENDA ITEM SUMMARY

**Submitted By:** Sam Fritschner

**Department:** Legal

**Date Submitted:** 08-14-2014

**Presenter:** John Connet

**Date of Council Meeting to consider this item:** 09-04-2014

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item #** 05b

A bit of confusion has arisen concerning the City's intention to continue medical insurance for employees retiring with 30 or more years of service with the City. It has been suggested that the current phrasing, referring to "employees who retire with 30 or more years of service" would be clearer if it said "30 or more years of service with the City of Hendersonville."

The attached proposed ordinance amendment would add this clarification.

Note: This change will not require a public hearing.

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

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

I move the Council adopt the ordinance amending City Code section 2-138.

**Attachments:**

Proposed ordinance amendment

Ordinance #14-\_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 2-138 OF THE CODE OF ORDINANCES PERTAINING TO MEDICAL INSURANCE FOR CERTAIN CITY GOVERNMENT RETIREES**

WHEREAS, the Code of Ordinances Section 2-138 provides for the City to continue to carry medical insurance for employees retiring with 30 or more years of service, and

WHEREAS, there has arisen questions as to whether the years of service as provided in Section 2-138 refers to employees having 30 or more years of service with the City of Hendersonville, and

WHEREAS, it appears to be the intent of the City that the said section means to provide for employees retiring with more than 30 years of service with the City of Hendersonville, and

WHEREAS, the City Council wishes to amend the ordinance to clarify the said intent,

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

SECTION 1. Hendersonville City Code Section 2-138 is hereby amended to read in full as follows:

**Sec. 2-138. Group medical insurance coverage for retirees.**

For employees who retire with 30 or more years of service with the City of Hendersonville, the city will continue to carry them on the city's group medical insurance plan and pay the premium until such time these employees reach the age of eligibility for social security and medicare benefits.

SECTION 2. SEVERABILITY. If any provision of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the remaining provisions of this ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this fourth day of September 2014.

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Barbara Volk, Mayor



# CITY OF HENDERSONVILLE

## AGENDA ITEM SUMMARY

**Submitted By:** Brent Detwiler

**Department:** Engineering

**Date Submitted:** 8/27/14

**Presenter:** Brent Detwiler

**Date of Council Meeting to consider this item:** 9/4/14

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item #** 05c

The Engineering Department has reviewed several options for a large format plotter/copier/scanner to replace its existing plotter, which is over 10 years old. The lowest priced and best fit for the department is a Canon imagePROGRAF iPF765 MFP M40 Wide Format System. The new plotter will allow for scanning of large format documents which will help reduce the need for paper and provide better file storage capabilities. The vendor is Asheville Office Solutions with a proposal of \$141.00 per month for a 60 month lease with a \$1,195 annual maintenance agreement. The monthly payment is split between the general and water/sewer funds.

Budget Impact: \$3000/yr \_\_\_\_\_ Is this expenditure approved in the current fiscal year budget? Yes  If no, describe how it will be funded.

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

I move Council to approve the lease and maintenance agreements to Asheville Office Solutions for a large format plotter/copier/scanner and give authority to the City Manager to execute said agreements.

**Attachments:**

Asheville Office Solutions Lease and Maintenance Agreements

**CUSTOMER ("YOU" OR "YOUR")**

FULL LEGAL NAME: **Hendersonville, City of**

ADDRESS: **305 Williams St Hendersonville, NC 28792-4461**

**VENDOR (VENDOR IS NOT OWNER'S AGENT NOR IS VENDOR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT)**

**Bristol Office Supply Inc Bristol, VA**

**EQUIPMENT AND PAYMENT TERMS**

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

**Canon imagePROGRAF iPF765 MFP M40 Wide Format System**

EQUIPMENT LOCATION: **145 5th Ave E Hendersonville, NC 28792-4328**

(\*PLUS TAX)

TERM IN MONTHS: **60**

MONTHLY PAYMENT AMOUNT\*: **\$141.00**

PURCHASE OPTION: **Fair Market Value**

**ADDITIONAL TERMS AND CONDITIONS**

**AGREEMENT.** You want us to pay your Vendor for the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

**NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.**

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

**SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

**ASSIGNMENT.** You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

**LAW/FORUM.** This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

**LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

**INSURANCE.** You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

**TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

**END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

**DEFAULT AND REMEDIES.** If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

**UCC.** You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**MISCELLANEOUS.** This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. Any change must be in writing signed by each party.

**APPLICABLE TO GOVERNMENTAL ENTITIES ONLY**

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

**OWNER ("WE", "US", "OUR")**

**CUSTOMER'S AUTHORIZED SIGNATURE**

**THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE FUND VENDOR FOR THE EQUIPMENT.**

OWNER: **GreatAmerica Financial Services Corporation**

CUSTOMER: **(As Stated Above)**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: **X** \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

**CERTIFICATE OF DELIVERY AND ACCEPTANCE**

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: **X**

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Pre-Audit Certificate

The undersigned, Finance Officer, of Hendersonville, City of , has reviewed agreement no. 961676 ("Agreement") and hereby certifies that the Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act or the School Budget and Fiscal Control Act, whichever is applicable.

**FINANCE OFFICER**

---

By: **X**

---

Print Name:

---

Date:

---

**ASHEVILLE OFFICE SOLUTIONS.  
60 N. MARKET STREET, SUITE 200C  
ASHEVILLE, NC 28801  
828.785.1454**

**SERVICE AGREEMENT CONTRACT**

**CITY OF HENDERSONVILLE, NC  
305 WILLIAMS STREET  
HENDERSONVILLE, NC 28792**

**MODEL #: IPF 765                      SERIAL #:                      ID#:**

CONTRACT INCLUDES: INCLUDES PARTS AND LABOR

CONTRACT **DOES NOT** INCLUDE CONSUMER REPLACEABLE ITEMS. (INKS, PRINTHEADS, CUTTER, OR MAINTENANCE CARTRIDGE.)

**PRICE: \$1,195.00 PER YEAR**

STARTING DATE: UPON DELIVERY

COMMENTS:

- o CONTRACT DOES NOT APPLY TO MISUSE OR RANDOM ACTS OF NATURE.
- o CONTRACT IS NON-TRANSFERABLE.
- o CONTRACT MAY BE CANCELLED IF EQUIPMENT IS MOVED WITHOUT NOTICE OR SERVICED BY ANOTHER SERVICE ORGANIZATION.
- o CONTRACT DOES NOT APPLY TO PRE-EXISTING MALFUNCTIONS INCURRED WHILE THE MACHINE WAS NOT UNDER SERVICE OR WARRANTY.
- o CONTRACT DOES NOT COVER ADDITIONAL SERVICE CAUSED BY THE USE OF INFERIOR SUPPLIES, FOR EXAMPLE: TONER, DEVELOPER, PAPER, ETC.
- o **CONTRACT REQUIRES THE USE OF CANON BRAND CONSUMABLES. (INKS, PRINTHEADS, CUTTER AND MAINTENANCE CARTRIDGE.)**
- o INCLUDES SETTING UP PRINTING AND SCANNING ON CURRENT COMPUTERS FOR THE FIRST 60 DAYS. DOES NOT INCLUDE CONNECTING ANY NEW COMPUTERS AFTER 60 DAYS.
- o **CITY OF HENDERSONVILLE HAS THE OPTION TO UPGRADE THE WIDE FORMAT UNIT AT ANY TIME DURING THE LEASE.**

ACCEPTED                       REJECTED

SIGNED: \_\_\_\_\_ PRINT: \_\_\_\_\_

EMAIL: \_\_\_\_\_ DATE: \_\_\_\_\_

PLEASE SIGN AND RETURN AS SOON AS POSSIBLE.

**Canon**

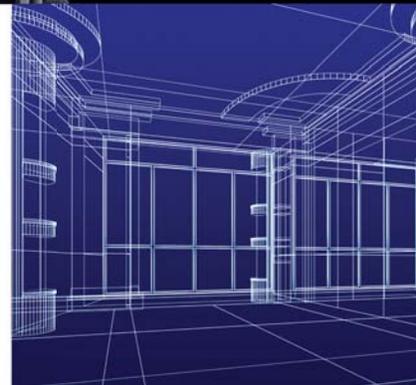
**imagePROGRAF**  
**iPF765/760 MFP**

imagePROGRAF



**TECHNICAL  
DOCUMENTS**

**MFP LARGE-FORMAT IMAGING**





## 36" imagePROGRAF iPF765/760 MFP Systems

Large-format scan-to-copy/file/e-mail solutions  
for technical document environments.

Designed for AEC, CAD, and GIS technical documents and general use, the 36" imagePROGRAF MFP large-format imaging systems help unlock the full potential of your productivity. These iPF MFP systems have a scanner stand that connects directly to the printer stand to create a one-piece structure. And, you now have options to configure the monitor's position.

### FEATURES

- A complete workflow solution includes large-format scanner, printer, **integrated stand**, computer, and intuitive touch-screen interface.
- The scanner stand connects **directly to the printer stand** to create a one-piece structure.
- **Monitor configuration options** include swing arm, height, and left- or right-side mounting.
- Horizontal **Flat Stacker/Basket** neatly stacks up to twenty 24" x 36" plain paper prints.
- Achieve maximum scan speeds of up to **ten inches per second** for monochrome documents.
- Economy Print Mode allows **for lower cost of operation**.

# imagePROGRAF MFP

## TECHNICAL INNOVATIONS

Built with the user in mind, the imagePROGRAF iPF765/760 MFP Systems include features that make them easy and practical to use.

### HARDWARE DESIGN

The scanner stand is designed to connect directly to the printer stand to create a **one-piece structure** that helps reduce the total footprint of the iPF MFP. The stand gives you the flexibility to use as an "all-in-one" configuration or be set up as an independent scanner stand. There also are options for the monitor position incorporated into the new design. You can choose which side of the stand to place the monitor and whether to use a straight or a swing arm. When using the swing arm, you can choose between two height options. This single-stand design eliminates the need to move the printer and scanner, piece by piece, when setting up or relocating the MFP. The integrated **Flat Stacker/Basket** provides the capability to neatly stack up to twenty 24" x 36" plain paper prints. The basket can be configured as a regular basket, a small stacker, or a larger flat stacker/basket.

### EMBEDDED SECURITY

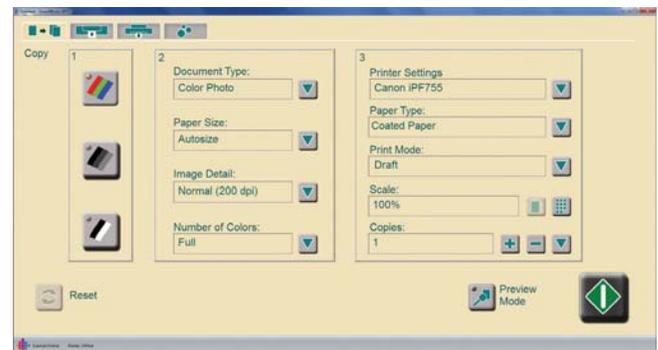
A new **interface lock system** enhances the security functions of the printer. This feature provides an option for administrative control to restrict usage to the printer. The imagePROGRAF iPF765 printer is equipped with a hard drive erase feature that completely erases data sent to the printer from the printer's hard disk. This **highest level of erasure** meets the U.S. Department of Defense requirements (DoD5220.22-M) for erasure of disk media.

### CIS SCANNING TECHNOLOGY

The imagePROGRAF iPF MFP uses CIS technology to capture the finest image detail in technical documents, maps, sketches, hand-annotated drawings, and complex schematics. With true **600-dpi optical resolution**, you can achieve exceptional monochrome performance with very sharp, clean images as well as high-definition color reproduction. And dynamic preview ensures that scans and copies match original hard-copy documents every time.



### INNOVATIVE SOFTWARE



The included SmartWorks MFP software provides users with an easy-to-use interface that requires less interaction between the user and the software. This will reduce the time spent preparing each print and streamline the process as well. The interface includes labels for each button, making printing a file or scanning to copy or file/e-mail as easy as 1-2-3. The large preview screen makes it easier for users to make edits and see dynamic changes on-screen.

### Large preview screen

- Make edits and see dynamic changes on-screen
- Press green button and apply all changes to original scanned file

### Image Editing Capabilities

- Manual Des skew Feature
- Brighten Feature
- Crop Feature
- Zoom In/Out Feature

### HIGH-QUALITY OUTPUT

Print complex schematics with super-clear small text fonts and crisp lines over color backgrounds, even on uncoated technical papers. A super-high-density print-head ejects tiny 4pl droplets of ink that consistently produce **2400 x 1200 dpi output with fine lines within +/- 0.10% accuracy** and as thin as 0.02mm. And Canon's unique 5-color Reactive ink-set delivers durable, smudge-resistant prints with sharp lines and text, bold colors, and smooth fills.

With four lines of imagePROGRAF large-format solutions... whatever your needs, Canon has the answer.

# imagePROGRAF



## SCANNER SPECIFICATIONS

### Scan Speed\*

- 24-bit Full Color @ 200 dpi: 1.67" (per second)
- 8-bit Grayscale and Monochrome @ 200 dpi: 10" (per second)

### Scan Modes

- 16.7-million Color RGB (24-bit)
- 256 color RGB adaptive indexed color palette (8-bit)
- 256-level Grayscale (8-bit)
- Black and VWhite (1-bit)

### Color Space

Normalized RGB

### Resolution

- 2400 dpi (maximum)
- 600 dpi (optical)

### Scan Accuracy\*\*

+/- 0.1% ; +/- 1 pixel

### Maximum Image Width

40 Inches

### Maximum Media Width

41 Inches

### Maximum Scan Length

96 Inches

### Maximum Media Thickness

0.012 Inches (0.3mm)

### Media Feed System

Single large diameter precision ground drive roller; adaptive CIS media focus management and media guide mechanism; intuitive face-up, front-loading, and front-exit media path with side justification; automatic media size detection with reliable optical media sensors

### Digital Imaging Technology

- Contact Image Sensor (CIS) Technology
- 5x close-spaced "deep focus" CIS (25,000 pixels)
- 48-bit RGB digital color image capture
- 16-bit grayscale image capture
- Panchromatic monochrome and black and white
- Bi-directional extra long-life LED light system for optimum object illumination and instant-on scanning capability

### Digital Image Processing

- 2D Intelligent Adaptive Thresholding (IAT) (1-bit mode)
- Fixed Threshold Black and White (1-bit mode)
- Dynamic Normalization Application (DNA) with 16-bit super sampling

### User Status and One-Touch Operation

Center mounted LCD scanner control panel; walk-up operation and user selection of scanner mode with stop, forward, rewind, scan, and copy buttons; local language options, panel overlay, and Magnetic Media Guide

### Included Software

SmartWorks MFP scan-to-file, copy, e-mail with real-time image viewer. Supports TIFF, JPEG, TIFF G4, and PDF.

### Operating System

Windows 7 Professional (64-bit)

### User Maintenance

Installable plug-n-play scanner; simple cleaning

### Scanner Interface Kit

USB 2 Hi-speed

### Operating Environments

10 – 30°C, 35-80% RH, non-condensing

### External Power Supply

100-250 VAC autosensing +/- 10%, 50-60 Hz

### Scanner Power Consumption

- 40Wh (Scanning)
- 4.2Wh (Stand-by)

### Compliances

CB, CE, FCC, UL, RoHS, ENERGY STAR®

### MFP Dimensions

Height: Swing arm high: 63"  
Swing arm low: 56.2"  
Straight arm: 68.2"  
Width: With swing arm extended: 78.5"  
With straight arm: 61.2"  
Depth: Flat stacker: 47.3"  
Regular basket: 38.4"  
Closed: 31.2"

### What's In The Box?

- imagePROGRAF Printer\*\*\*
- Ci C40 Scanner with power cord and USB 2.0 Cable (Scanner to Server)
- 2 Meter USB Cable (Server to Printer)
- Ci C40 MFP Stand
- Ci C40 MFP Stand Assembly Instructions
- SmartWorks MFP Software
- Computer
- Flat Panel Touch-screen Display
- Installation and Operation Manual
- Operator Manual on CD-ROM

\* The scan rate is proportional across the full range of resolutions supported by the scanner. Actual scan times will depend on the host system performance. Quoted top speeds may be limited by the effective bandwidth of the USB 2 and is not guaranteed for all media types.

\*\* The quoted scan accuracy may vary depending on the operating environment and the thickness of the media.

\*\*\* Please refer to [www.usa.canon.com/imageprograf](http://www.usa.canon.com/imageprograf) for specifications for imagePROGRAF printer models.

**Canon**  
image*ANYWARE*

1-800-OK-CANON  
[www.usa.canon.com](http://www.usa.canon.com)

Canon U.S.A., Inc.  
One Canon Plaza  
Lake Success, NY 11042

As an ENERGY STAR® Partner, Canon U.S.A., Inc. has determined that this product meets the ENERGY STAR guidelines for energy efficiency. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. CANON, IMAGEPROGRAF, and the GENUINE logo are registered trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. IMAGEANYWARE is a trademark of Canon. All other referenced product names and marks are trademarks of their respective owners and are hereby acknowledged. Some items may not be available at this time; please check for availability. Specifications and availability subject to change without notice. All printer output images are simulated. MFP shown with iPF765 printer.  
©2012 Canon U.S.A., Inc. All rights reserved.

0412-iPF765/760MFP-PDF-NR





# CITY OF HENDERSONVILLE

## AGENDA ITEM SUMMARY

**Submitted By:** Lisa White

**Department:** Finance

**Date Submitted:** 08/27/14

**Presenter:** Lisa White

**Date of Council Meeting to consider this item:** 09/04/14

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item #** 05d

The Fiscal Year 2015 budget planned for capital financing of two dump trucks, one zoning vehicle, one turn mower, one salt and sand spreader, a storage system in the new Sugar Loaf storage building, a polaris and the replacement of the city-wide telephone system. The budget planned for the first payment of capital equipment financing to begin during FY16.

The finance department staff issued a request for proposals for bank financing for a term of 3 years. The RFP was sent to local banks and posted on the City website.

The City received 5 bank proposals.

BB&T was the low bidder at a rate of 1.21% for 3 years.

Budget Impact: \$242,500 Is this expenditure approved in the current fiscal year budget? Yes  If no, describe how it will be funded.

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

I move Council to adopt the resolution accepting the BB&T financing terms and authorize the City manager to enter into a contract for financing with BB&T in the amount of \$242,500.

Attachments:

Resolution

Payment Schedule

**Resolution Approving Financing Terms**

**WHEREAS:** The City of Hendersonville (“City”) has previously approved the fiscal year budget for fiscal year 2015 which included proceeds of bank financing for capital equipment, the Finance Officer has now presented a proposal for the financing of such Capital Equipment.

**BE IT THEREFORE RESOLVED, as follows:**

1. The City hereby determines to finance the Capital Equipment through Branch Banking and Trust Company (“BB&T”), in accordance with the proposal dated July 30, 2014. The amount financed shall not exceed \$242,500 the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.21%, and the financing term shall not exceed three (3) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Capital Equipment as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and a Capital Equipment Fund Agreement as BB&T may request.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document’s final form.

4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
(Clerk)  
SEAL

\_\_\_\_\_  
(Mayor)

5130 Parkway Plaza Blvd.  
 Charlotte, North Carolina 28217  
 (704) 954-1700  
 Fax (704) 954-1799

City of Hendersonville NC Vehicles and Equipment

Compound Period: Annual

Nominal Annual Rate: 1.210%

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	8/25/2014				242,500.00
2015 Totals		0.00	0.00	0.00	
1	7/30/2015	49,646.00	2,763.00	46,883.00	195,617.00
Rate	7/30/2015		0.00	0.00	195,617.00
	7/30/2015	Rate: 1.21%		Compounding: Semiannual	
2	1/30/2016	49,646.00	1,183.00	48,463.00	147,154.00
2016 Totals		99,292.00	3,946.00	95,346.00	
3	7/30/2016	49,646.00	890.00	48,756.00	98,398.00
4	1/30/2017	49,646.00	595.00	49,051.00	49,347.00
2017 Totals		99,292.00	1,485.00	97,807.00	
5	7/30/2017	49,646.00	299.00	49,347.00	0.00
2018 Totals		49,646.00	299.00	49,347.00	
Grand Totals		248,230.00	5,730.00	242,500.00	



# CITY OF HENDERSONVILLE

## AGENDA ITEM SUMMARY

**Submitted By:** Tammie Drake

**Department:** Administration

**Date Submitted:** 08.27.14

**Presenter:** John Connet

**Date of Council Meeting to consider this item:** 09.04.14

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item #** 05e

NC General Statutes 105-321 requires the municipal governing body to adopt, and enter in its minutes, an order directing the tax collector to collect the taxes charged in the tax records and receipts.

The attached order authorizes, and orders, the Tax Collector to collect taxes for the upcoming year.

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

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

I move Council adopt the Order to the Tax Collector, Donna Fox, to collect taxes set forth in the tax records.

**Attachments:**

Order

State of North Carolina  
County of Henderson

To: Donna Fox, Tax Collector for the City of Hendersonville:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the City of Hendersonville and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the City of Hendersonville, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law. GS 105-321

Adopted this fourth day of September 2014.

Witness my hand and official seal, this the fourth day of September, 2014.

---

Barbara G. Volk, Mayor

Attest:

---

Tammie K. Drake, City Clerk



# CITY OF HENDERSONVILLE

## AGENDA ITEM SUMMARY

**Submitted By:** Brent Detwiler

**Department:** Engineering

**Date Submitted:** 8/27/14

**Presenter:** Brent Detwiler

**Date of Council Meeting to consider this item:** 9/4/14

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item #** 05f

The Engineering Department obtained a proposal to lease a near survey grade handheld GPS unit. This will allow the department to save money in surveying costs for various City design and construction projects. The vendor is Duncan-Parnell with a proposal of \$254.99 per month for a 60 month lease financed through Great American Financial Services. The monthly payment is split between the general and water/sewer funds.

Budget Impact: \$3600/yr \_\_\_\_\_ Is this expenditure approved in the current fiscal year budget? Yes  If no, describe how it will be funded.

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

I move Council to approve the lease agreement to Great American Financial Services (for Duncan-Parnell) for a handheld GPS unit and give authority to the City Manager to execute said agreements.

**Attachments:**

Duncan-Parnell Proposal and Great American Financial Services Lease Agreement



1208 Copeland Oaks Dr  
 Morrisville, NC 27560  
 919-460-8886 Fax 919-460-8896

# QUOTATION

DATE	CUSTOMER ID
9/30/2014	138594

**Bill To**

City of Hendersonville  
 305 Williams Street  
 Hendersonville, NC 28793

**Ship To**

City of Hendersonville  
 305 Williams Street  
 Hendersonville, NC 28793

Requested By: Travis Penland

828-233-3226

CUSTOMER ID	QUOTE #	QUOTE EXPIRATION DATE	PURCHASE ORDER #				BRANCH	
138594	205912	Quote Expires On 9/30/2014					7700	
REQUESTED DATE	SALES REP		SALES REP EMAIL			SALES REP PHONE		
12/5/2013	Mike Withers		mike.withers@duncan-parnell.com			803-627-0156		
Item Number	Item Description	Disp.	Quantity Quoted	UM	Quantity Allocated	Back Ordered	Unit Price	Quote Price
88190-05-PCK-TC	Geo 7 Series Centimeter Kit		1	EA	0	1	13,046.000	13,046.00
5217-04-YEL	Seco Yellow Bipod		1	EA	0	1	135.000	135.00
UPSFEDUSPSFRT	UPS/FED-EX/POSTAGE/DHL/FREIGHT		1	EA	0	1	28.000	28.00

-Payments shown are based on 1 advanced payment -Cost per Hour based on 2080 hours per year -\$1.00 buyout at end of term -Taxes will be added to payment - Financing underwritten by GreatAmerica, an authorized Trimble Funding Source	MONTHLY FINANCING OPTIONS		
	TERMS	MONTHLY PAYMENTS	COST PER HOUR
	36	\$400.68	\$2.31
	48	\$309.54	\$1.79

Total Lines 2

**PLEASE MAKE ALL CHECKS AND POs  
 PAYABLE TO DUNCAN-PARNELL INC.**

SUB-TOTAL	13,209.00
TAX	11.00
<b>TOTAL</b>	<b>13,220.00</b>

CHARLESTON (843) 722-2898	CHARLOTTE MAIN (704) 372-7766	CHARLOTTE ARROWOOD (704) 588-0047	CHARLOTTESVILLE (434) 817-5000	CONCORD (704) 782-2625	GREENSBORO (336) 855-1211	LAKE NORMAN (704) 658-9666	MORRISVILLE (919) 460-8886
	MYRTLE BEACH (843) 626-3641	N. CHARLESTON (843) 747-6033	NORCROSS (770) 931-0844	RALEIGH (919) 833-4677	ROCKY MOUNT (252) 977-7832	WILSON (252) 243-1632	

August 21, 2014

**City of Hendersonville**  
305 Williams Street  
Hendersonville, NC 28792

Dear Brendan:

Please review all of the attached documents carefully and be sure to sign next to the highlighted area. To ensure we are able to quickly process your documentation, please **do not add to or cross out any sections of the agreement**. If something is incorrect or a change is needed, please call us and we will assist in making the necessary changes.

Please email or fax the signed agreement and copy of advance check to 855-636-9493 then overnight the signed original documents and deposits as soon as possible so that we may forward the necessary purchase order to your vendor to the address below:

**GreatAmerica Financial Services**  
**408 E. Main Street, Bldg 1, Suite 6**  
**Marshall, MN 56258**

If you have any questions, please call us at 866-288-9957 and ask for Mindy Thooft.

Thank you again for the trust you have put in us. We look forward to finalizing all your documentation details.

Sincerely,



Mindy Thooft

## INVOICE

**INVOICE #:** 987933  
**DATE:** August 25, 2014  
**TO:** *City of Hendersonville*  
*305 Williams Street*  
*Hendersonville, NC 28792*

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Monthly Payment:	<b>\$254.99</b>
<hr/>	
UCC Filing & Processing Fees	<b>\$125.00</b>
Advance Payment	<b>\$254.99</b>
Security Deposit	_____
<b><i>TOTAL DUE</i></b>	<b>\$379.99</b>

---

**CHECK MUST BE drawn on your business checking account:**

Check made payable to **GreatAmerica**, in the amount of:

**\$379.99**

AGREEMENT



GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: 987933

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: City of Hendersonville

ADDRESS: 305 Williams Street Hendersonville, NC 28792-4461

VENDOR (VENDOR IS NOT LESSOR'S AGENT NOR IS VENDOR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT)

Duncan-Parnell Charlotte, NC

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES SEE ATTACHED SCHEDULE

1 Trimble Geo 7 Series Centimeter Kit with Seco Yellow Bipod

EQUIPMENT LOCATION: As Stated Above (\*PLUS TAX)

TERM IN MONTHS: 60 MONTHLY PAYMENT AMOUNT\*: \$254.99 PURCHASE OPTION: \$1.00

ADVANCE PAYMENT\*: \$254.99

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to pay your Vendor for the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term or any renewal term.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

TAXES. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. You agree to file any required personal property tax returns (except in OR or CO). Sales or use tax due upfront will be payable over the term with a finance charge.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

OWNERSHIP. You own the Equipment, including any software license rights granted to you, if any, by us or any third party supplier(s). You hereby grant us a security interest in the Equipment to secure your performance under this Agreement, to be released at the end of the term provided you have performed all of your obligations under this Agreement.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

MISCELLANEOUS. This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. Any change must be in writing signed by each party.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

LESSOR ("WE", "US", "OUR") CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE FUND VENDOR FOR THE EQUIPMENT.

LESSOR: GreatAmerica Financial Services Corporation

CUSTOMER: (As Stated Above)

SIGNATURE: DATE:

SIGNATURE: X DATE:

PRINT NAME & TITLE:

PRINT NAME & TITLE:



# CITY OF HENDERSONVILLE

## AGENDA ITEM SUMMARY

**Submitted By:** Lisa White

**Department:** Finance

**Date Submitted:** 08/27/14

**Presenter:** Lisa White

**Date of Council Meeting to consider this item:** 09/04/14

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item #** 05g

In order to explore more efficient and cost effective means of collections the finance department researched the use of bank lockboxes. A bank lockbox is a service offered by commercial banks whereby the bank receives the customer payments at a post office box and processes and deposits the funds and prepares an electronic payment posting file. The advantages of using a bank lockbox is that the bank utilizes up to date technology and high speed equipment which can process the payments much more expediently than employee/tellers can.

The City of Hendersonville Finance- W/S Business office bills, collects, processes and deposits funds from approximately 24,000 water bills each month. The department is currently staffed with 5.5 employees consisting of: 1 manager, 1 customer service window teller, 1 part-time customer service window teller, 1 deposit processor/window teller, and 2 customer service telephone operators. It is believed that with the use of a bank lockbox the city would be able to reduce costs. One employee in the Finance W/S Business office will be resigning in October in order to relocate. It is expected that the city will not have to fill this vacancy due to the implementation of the lockbox services.

The finance department staff issued a request for proposals for lockbox services June 11, 2014. The RFP was sent to all local banks and was placed on the city website. Sealed proposals were received on July 11, 2014. The City received two proposals from Wells Fargo and First Citizens. After extended review and clarifications it has been determined that the best offer is from Wells Fargo. Terms of Agreement: October 1, 2014 - September 30, 2019.

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

Lockbox services will cost approximately \$2,100 per month (depending of volume) or approximately \$25,200 per year.

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

I move that Council accept the Wells Fargo proposal for Lockbox services for the terms stated and authorize the City manager and/or Mayor to enter into a contract for Lockbox services with Wells Fargo.

**Attachments:**

(Contract Documents as a separate file in Dropbox)



# CITY OF HENDERSONVILLE

## AGENDA ITEM SUMMARY

**Submitted By:** Lisa White

**Department:** Finance

**Date Submitted:** 08/27/14

**Presenter:** Lisa White

**Date of Council Meeting to consider this item:** 09/04/14

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item #** 05h

The finance department staff issued a request for proposals for core banking services June 11, 2014. The RFP was sent to all local banks and was placed on the city website. Finance staff held a pre-proposal meeting on June 30, 2014. Representatives from three banks attended. Sealed proposals were due July 11, 2014.

The City received two proposals for core banking services from First Citizens and Wells Fargo.

After extended review and clarification of terms with both bidders the best offer has been determined to be Wells Fargo. Wells Fargo is currently the central depository bank for the City. The new offer presented by Wells Fargo contains lower rates for several types of transactions and should save the city costs related to bank fees.

Terms of Agreement : October 1, 2014 - September 30, 2019

Budget Impact: \$75,000 Is this expenditure approved in the current fiscal year budget? Yes  If no, describe how it will be funded.

Bank Fees have been budgeted

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

I move Council accept the Wells Fargo proposal for banking services for the terms stated and authorize the City manager and/or Mayor to enter into a contract for banking services with Wells Fargo.

Attachments:

(Contract Documents provided in a separate document in Dropbox.)



# CITY OF HENDERSONVILLE

## AGENDA ITEM SUMMARY

**Submitted By:** Brian D. Pahle

**Department:** Administration

**Date Submitted:** 08/25/14

**Presenter:** N/A

**Date of Council Meeting to consider this item:** 09/04/14

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item #** 05li

A transfer in the amount of \$49,189.07, from the Finance Department to the Administration Department, to pay for the salary and benefit costs associated with the addition of the Budget & Management Analyst position. This transfer will cover the rest of the fiscal year, through June 30th, 2015. The line-items required to fund this position are Salary & Wages - Reg, FICA Tax Expense, Group Medical and Life Insurance, and Retirement Expense. The total funding required is detailed in the attached Budget Amendment.

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

This is a salary and benefits transfer from the Finance Department to the Administration Department.

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

I move that City Council amend the adopted budget for fiscal year 2014-2015, in order to provide funding for the new Budget & Management Analyst position.

Attachments:

Budget Amendment





# CITY OF HENDERSONVILLE

## AGENDA ITEM SUMMARY

**Submitted By:** Brian D. Pahle

**Department:** Administration

**Date Submitted:** 08/25/14

**Presenter:** N/A

**Date of Council Meeting to consider this item:** 09/04/14

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item #** 05lii

A transfer of General Fund IT Department and Water and Sewer Fund IT Department funds to pay for VC3 contracted services. The total amount transferred is \$290,000 and includes salary and benefit funds. The funds are being moved to the appropriate line-item per department 104140-569000 (General Fund) and 604140-569000 (Water & Sewer Fund). An amount of \$111,693.45 is needed from 609910-599100 (W/S Contingencies) to completely fund the services.

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

This is a transfer between line-items in each the General Fund and Water and Sewer Fund.

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

I move that City Council amend the adopted budget for fiscal year 2014-2015, in order to provide funding for VC3 contracted services.

Attachments:

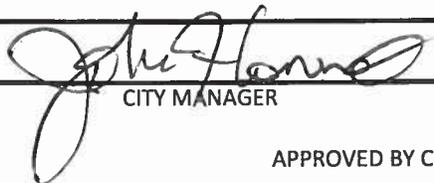
Budget Amendments

**BUDGET AMENDMENT**

FUND: GENERAL FUND

ACCOUNT NUMBER		DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
ORG	OBJECT			
104140	512100	SALARIES & WAGES-REG		45,315.83
104140	518100	FICA TAX EXPENSE		3,472.12
104140	518200	RETIREMENT EXPENSE		3,458.15
104140	518300	GROUP MED & LIFE INS		2,787.66
104140	526000	OFFICE SUPPLIES		2,000.00
104140	532100	TELEPHONE		3,020.00
104140	535200	R&M - EQUIPMENT		10,410.00
104140	539500	TRAINING		475.00
104140	549100	DUES & SUBSCRIPTIONS		50.00
104140	553000	NON-CAPITAL EQUIPMENT		47,911.24
104140	569000	CONTRACTED SERVICES	118,900.00	
		TOTALS IN BALANCE	\$ 118,900.00	\$ 118,900.00

Funds provided for IT salaries and other miscellaneous accounts will be reallocated to pay for VC3 contracting costs, located in the "Contracted Services" line-item (104140-569000).

  
 CITY MANAGER

Date: 8/25/2014  
 /8/25/2014

APPROVED BY CITY COUNCIL: \_\_\_\_\_ DATE:





# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Chief Herbert Blake

**Department:** Police

**Date Submitted:** 08/26/2014

**Presenter:** Chief Herbert Blake

**Date of Council Meeting to consider this item:** 09/04/14

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 05j

The Hendersonville Police Department is the Western Regional Coordinator for BikeSafeNC. We have been awarded a \$10,000 Governor's Highway Safety Program BikeSafe Grant. This is a non-matching grant. This grant will cover travel expenses for in-state and out-of-state travel for the National NHTSA (National Highway Transportation Safety Administration) conference. The grant will also be used to purchase equipment for BikeSafeNC, such as booth flags, speed laser and promotional give away items.

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

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

Motion to approve \$10,000 GHSP BikeSafe Grant is requested by Council.

Attachments:

NCGHSP Local Governmental Resolution

North Carolina Governor's Highway Safety Program  
**LOCAL GOVERNMENTAL RESOLUTION**

WHEREAS, the City of Hendersonville Police Department (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that City of Hendersonville City Council (The Governing Body of the Agency)  
City Council (herein called the "Governing Body") has thoroughly considered the problem

identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE City of Hendersonville City Council IN OPEN  
(Governing Body)

MEETING ASSEMBLED IN THE CITY OF Hendersonville, NORTH CAROLINA,

THIS 4 DAY OF September, 20 14, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Mike Vesely, Lieutenant is authorized to file, on behalf of the Governing  
(Name and Title of Representative)  
Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal  
funding in the amount of \$ 10,000.00 to be made to the Governing Body to assist in defraying  
(Federal Dollar Request)  
the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 0 as  
(Local Cash Appropriation)  
required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other  
appropriate persons to furnish such information, data, documents and reports as required by the contract, if  
approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by \_\_\_\_\_  
(Chairperson/Mayor)

ATTESTED BY \_\_\_\_\_  
(Clerk)

SEAL

DATE \_\_\_\_\_



# CITY OF HENDERSONVILLE

## AGENDA ITEM SUMMARY

**Submitted By:** Sam Fritschner

**Department:** Legal

**Date Submitted:** 08/25/2014

**Presenter:** Sam Fritschner

**Date of Council Meeting to consider this item:** 09/04/2014

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item #** 05k

At the August meeting the City Council directed staff to prepare a proposed ordinance changing the speed limit on Half Moon Lane to 25 MPH, from the default city-wide speed limit of 35 MPH. Attached is a copy of a proposed ordinance.

This ordinance does not require a public hearing.

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

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

I move the Council to approve the ordinance adopting a speed limit of 25 miles per hour on Half Moon Trail.

**Attachments:**

Proposed ordinance

**AN ORDINANCE DESIGNATING THE SPEED LIMIT FOR HALF MOON TRAIL**

WHEREAS: Section 50-142 of the Code of Ordinances of the City of Hendersonville establishes general speed limits for various districts within the corporate limits of the City of Hendersonville; and

WHEREAS: Section 50-144 of the Code of Ordinances of the City of Hendersonville authorizes the City Council to determine and impose speed limits that differ from the limits imposed under § 50-142; and

WHEREAS: That street known as Half Moon Trail, situated in a residential district within the City of Hendersonville, has been dedicated to public use and is therefore a public street, which pursuant to section 50-142 carries a speed limit of 35 miles per hour; and

WHEREAS: It is the opinion of the City Council, being advised, that for the safety of pedestrians and others traveling on Half Moon Trail the speed limit there ought to be 25 miles per hour;

NOW, BE IT THEREFORE ORDAINED:

1. Pursuant to its powers under § 50-144 of the Code of Ordinances of the City of Hendersonville the City Council hereby designates at 25 miles per hour the speed limit for Half Moon Trail;

2. The Public Works Director is authorized and requested forthwith to cause signs to be placed in appropriate places conspicuously giving notice of the designated speed limit.

3. This Ordinance shall become effective on the date of its adoption.

Adopted this fourth day of September, 2014.

\_\_\_\_\_  
Barbara Volk, Mayor  
City of Hendersonville

Attest:

\_\_\_\_\_  
Tammie K. Drake, CMC  
City Clerk



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Susan G. Frady

**Department:** Zoning

**Date Submitted:** 8-22-14

**Presenter:** Susan G. Frady

**Date of Council Meeting to consider this item:** 9-4-14

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 05li

Hendersonville High School 30th Class Reunion

On August 21, 2014, the Special Events Committee met and reviewed an application by The Poe House, sponsor of The Hendersonville High School 30th Class Reunion. The event will be held at the Poe House located at 105 First Avenue West on October 4, 2014.

The event will be held at the Poe House and the alley only will be closed from 7 p.m. – midnight. First Avenue will remain open at all times.

The Special Events Committee voted unanimously to recommend that Council approve the event permit for the Hendersonville High School 30th Class Reunion.

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

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

I move that City Council approve the special event permit for the Hendersonville High School 30th Class Reunion.

**Attachments:**

None



# CITY OF HENDERSONVILLE

## AGENDA ITEM SUMMARY

**Submitted By:** Susan G. Frady

**Department:** Zoning

**Date Submitted:** 8-22-14

**Presenter:** Susan G. Frady

**Date of Council Meeting to consider this item:** 9-4-14

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item #** 05lii

Welcome Party (Mainstay)

On August 21, 2014, the Special Events Committee met and reviewed an application by Mainstay, sponsor of the Welcome Party. The event will be held at the Dandelion Café on September 19, 2014 from 6:30 p.m. – 10:00 p.m.

The event will be a private welcome party for guest staying in Hendersonville. Fifth Avenue will be closed from 6:30 – 10:30 p.m. from Church Street to Wall Street. One lane will be left unobstructed for Fire Department access.

The Special Events Committee voted unanimously to recommend that Council approve the event permit for the Mainstay Welcome Party event.

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

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

I move that City Council approve the special event permit for the Mainstay Welcome Party.

Attachments:

None



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Susan G. Frady

**Department:** Zoning

**Date Submitted:** 8-22-14

**Presenter:** Susan G. Frady

**Date of Council Meeting to consider this item:** 9/4/14

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item #** 05liii

### TURKEY TROT 5K WALK/RUN

On August 21, 2014, the Special Events Committee met and reviewed an application by The City of Hendersonville Wellness Committee for the Turkey Trot 5k Walk/Run to be held on November 27, 2014 from 8:00 a.m. – 11:00 a.m.

This is the second year for this event. The event will begin at City Hall. The Hendersonville Police Department will lead the run. The Hendersonville Fire Department will be on hand for first aid and traffic control.

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. The request is to allow participants to run/walk with their dogs during this event.

The Special Events Committee voted unanimously to recommend that Council approve the event permit for the Turkey Trot 5K Walk/Run event.

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

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

I move that City Council approve the special event permit for the Turkey Trot 5K Walk/Run.

Attachments:

None



# CITY OF HENDERSONVILLE

## AGENDA ITEM SUMMARY

**Submitted By:** Sue Anderson, Planning Director

**Department:** Planning

**Date Submitted:** August 18, 2014

**Presenter:** Sue Anderson

**Date of Council Meeting to consider this item:** September 4, 2014

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item # 06**

File # P14-33-Z

The City is in receipt of a zoning map amendment application from Ben Campen for Parcel Number 9568-19-3311 located on the southwest corner of Brevard Road and Westbrook Road. This parcel consists of .52 acres and is vacant. The applicant is requesting a rezoning from R-20 Low Density Residential to R-15 Medium Density Residential.

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

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

I move City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of parcel number 9568-19-3311 from R-20 Low Density Residential to R-15 Medium Density Residential, finding that the rezoning is consistent with the Comprehensive Plan, the rezoning is reasonable and in the public interest for the following reasons:

Attachments:

Memo

## MEMORANDUM

**TO:** Honorable Mayor and City Council  
**FROM:** Planning Department  
**RE:** Campen Rezoning  
**FILE #:** P14-33-Z  
**DATE:** August 14, 2014

### PROJECT HISTORY

The City is in receipt of a zoning map amendment application from Ben Campen for Parcel Number 9568-19-3311 located on the southwest corner of Brevard Road and Westbrook Road. This parcel consists of .52 acres and is vacant. The applicant is requesting a rezoning from R-20 Low Density Residential to R-15 Medium Density Residential.

### COMPREHENSIVE PLAN CONSISTENCY

According to GS160A-383, zoning amendments shall be made in accordance with a comprehensive plan. The 2030 Comprehensive Plan's Future Land Use Map designates this parcel as Low Intensity Neighborhood / Agricultural. The Low Intensity Neighborhood / Agricultural future land use category is intended to provide large-lot, low-density housing options and protect existing low-density neighborhoods.

The primary and secondary recommended land uses for the Low Intensity Neighborhood / Agricultural land use category are as follows:

#### Primary

- Single family attached or detached residential
- Open space

#### Secondary

- Local public and institutional uses
- Recreational amenities

The Future Land Use map can be found on page seven.

### PROPOSED ZONING CLASSIFICATION

The request is to rezone this parcel to R-15 Medium Density Residential. The R-15 Medium Density Residential zoning district classification is intended "for areas in which the principal use of land is for medium-density single-family residences. It is expected that all dwellings in such district will have access to public water supplies or public sewage disposal facilities or a reasonable expectation of such service in the future."

## SURROUNDING LAND USE & ZONING CLASSIFICATION

The parcel to the east is zoned R-15 Medium Density Residential and contains a commercial use. The parcels to the north are zoned R-20 Low Density Residential and contain a single family residential use and a duplex. The parcels to the south and west are zoned R-20 Low Density Residential and contain single family residential uses. The Zoning Map can be found on page eight.

### ANALYSIS

Listed in Table A is an outline of the dimensional requirements for the R-20 Low Density Residential and R-15 Medium Density Residential zoning districts.

**Table A**

Zoning	R-20	R-15
Minimum Lot Area Single-Family	20,000 ft <sup>2</sup>	15,000 ft <sup>2</sup>
Minimum Lot Area Two-Family	30,000 ft <sup>2</sup>	22,500 ft <sup>2</sup>
Minimum Lot Width at Building Line	100'	85'
Minimum Front Yard	35'	30'
Minimum Side Yard	15'	10'
Minimum Rear Yard	20'	15'
Maximum Building Height	35'	35'

The allowed uses for the R-20 Low Density Residential and R-15 Medium Density Residential zoning districts are the same and are listed below.

<b>R-20 Low Density Residential and R-15 Medium Density Residential</b>
---

**Permitted Uses:**

Accessory dwelling units  
 Accessory structures  
 Adult care homes  
 Camps  
 Child care homes  
 Home occupations  
 Parks  
 Planned residential developments  
 Religious institutions

Residential dwellings, single-family  
 Residential dwellings, two-family  
 Signs  
 Telecommunications antennas

**Conditional Uses:**

Bed and breakfast facilities  
 Cemeteries  
 Public utility facilities  
 Schools, primary & secondary

### PLANNING BOARD RECOMMENDATION

The Planning Board took this matter up at its regular meeting of August 11, 2014. The Planning Board voted seven in favor and one opposed to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville

changing the zoning designation of parcel number 9568-19-3311 from R-20 Low Density Residential to R-15 Medium Density Residential, finding that the rezoning is consistent with the Comprehensive Plan, the rezoning is reasonable and in the public interest stating that this is a higher and better use for the property.

## APPLICANT LETTER ADDRESSING SECTION 11-4 STANDARDS

Supplement to the request for ZONING ORDINANCE MAP AMENDMENT made by Ben Campen on 6-19-14 at 1400 Brevard Road, Hendersonville, NC

### Section 11-4 Standards

- a) **Comprehensive Plan Consistency.**  
The surrounding property is Medium Intensity Residential, which permits single and multi family residential.
- b) **Compatibility with surrounding uses.**  
The proposed zoning would be compatible with the uses in the surrounding neighborhood. The area lying immediately to the east (across Westbrook Drive) is zoned R-15 (the requested zoning by Applicant).
- c) **Changed conditions.**  
Currently the property is zoned R-20, which permits single family and duplexes. R-20 requires 30,000 Sq. Ft. of property in order to construct a duplex. This property has 22,651 Sq. Ft. R-15 zoning permits single family and duplexes on property that is 22,500 Sq. Ft. or larger. The land is relatively flat, all useable, and would require minimum site prep work.
- d) **Public Interest.**  
The property has been evaluated by the Henderson County Health Department. They have issued a permit for a septic system that would accommodate 4 bedrooms. A 4BR home 'invites' larger families sometimes having upwards of 8 to 10 people. A duplex consisting of having only two 2 BR's each 'invites', and is more consistent with, having one to two adults. This would be less people, less traffic and less impact on the surrounding neighborhood. Additionally, the duplex should be more desirable as to the person(s) who would have an interest in residing on this property, which fronts on U.S. Hwy 64.
- e) **Public facilities.**  
Water: the City of Hendersonville water lines run along the edge of the property.  
Wastewater: the property has been approved for a septic system.  
Electric & Phone: lines run adjacent to the property  
Roads/accessibility: the property fronts on U.S. Hwy 64 and on the east side by Westbrook Drive; both are paved/maintained and are easily accessible by police and fire.
- f) **Effect on natural environment.**  
There would be no adverse affect on the natural environment.

## **ZONING ORDINANCE GUIDELINES**

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

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

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

IN RE: FILE NO. P14-33-Z

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

1. Pursuant to Article XI Amendments of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of parcel number 9568-19-3311 from City of Hendersonville R-20 Low Density Residential to City of Hendersonville R-15 Medium Density Residential.
2. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 4<sup>th</sup> day of September 2014.

\_\_\_\_\_  
Barbara Volk, Mayor

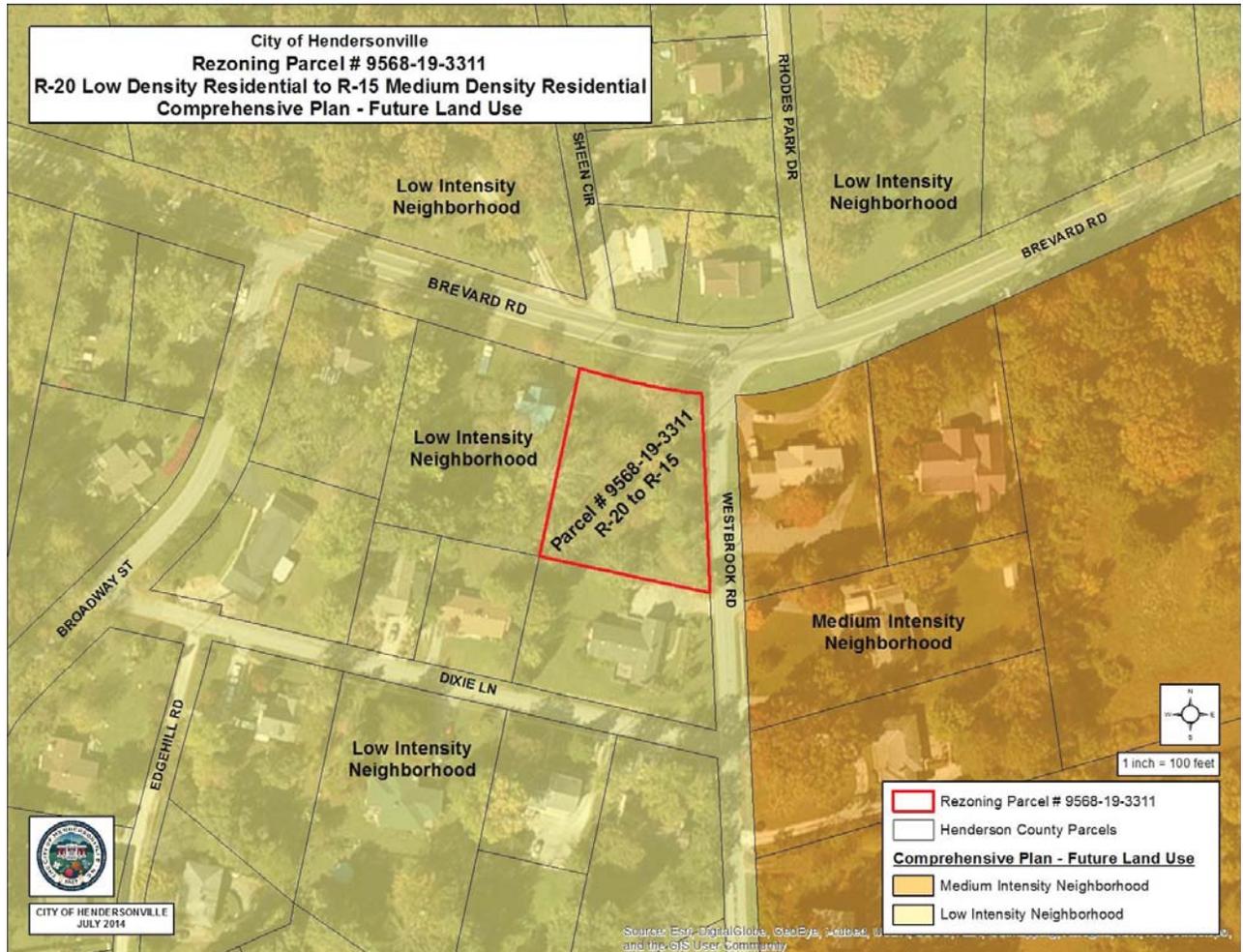
ATTEST:

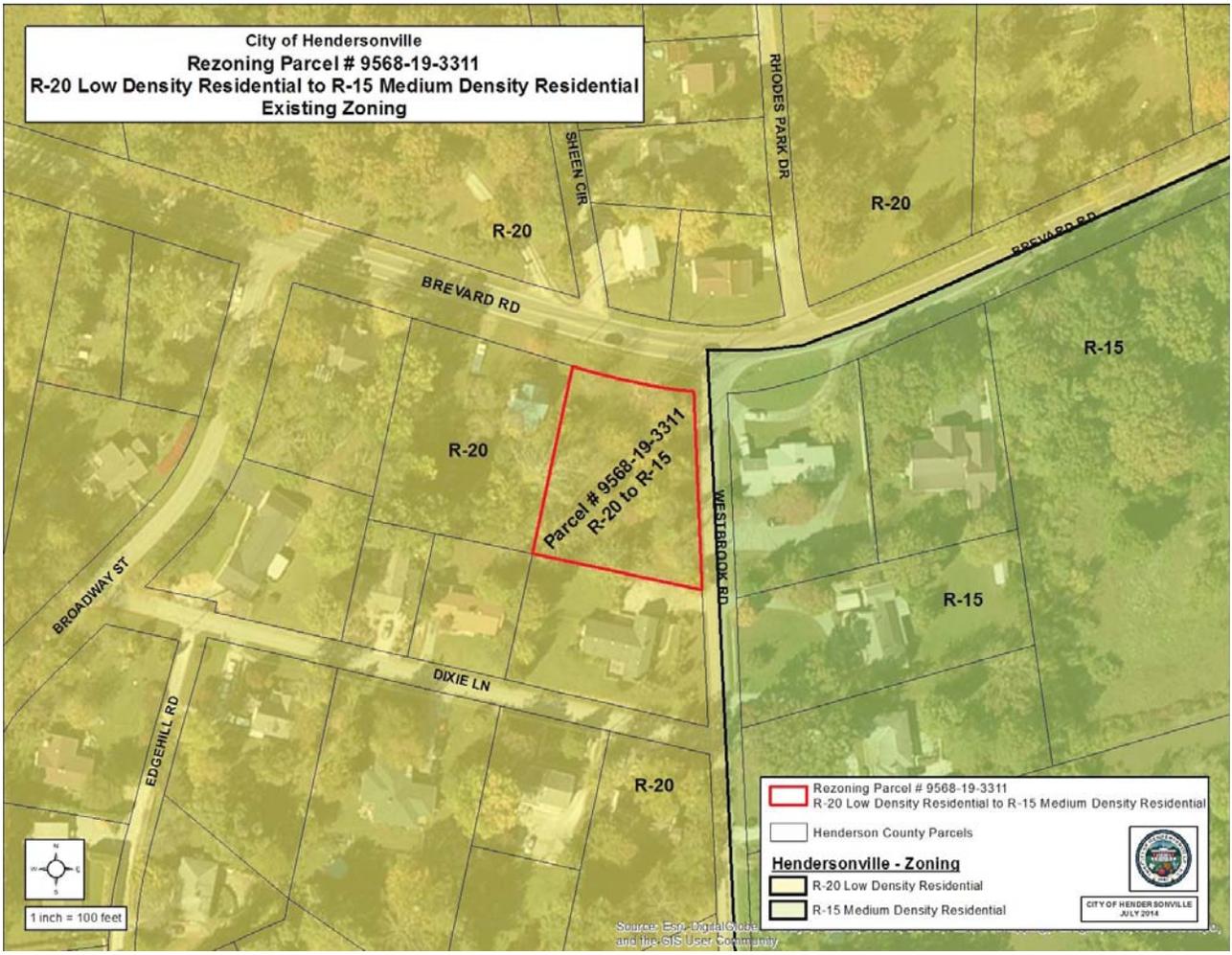
\_\_\_\_\_  
Tammie K. Drake, CMC, City Clerk

Approved as to form:

\_\_\_\_\_  
Samuel H. Fritschner, City Attorney







# City of Hendersonville

## PLANNING BOARD REPORT

**Project Name:** Campen Rezoning

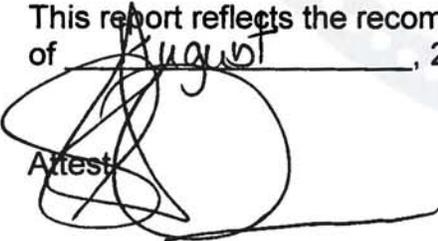
**File Number:** P14-33-Z

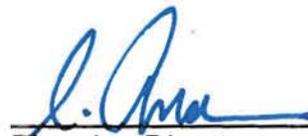
Approval – The map amendment is consistent with all of the objectives and policies for growth and development contained in the City of Hendersonville's Zoning Ordinance, 2030 Comprehensive Plan and Comprehensive Transportation Plan.

Denial – The map amendment 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 11th day of August, 2014.

Attest

  
\_\_\_\_\_  
Planning Board Chair

  
\_\_\_\_\_  
Planning Director



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** Sue Anderson, Planning Director

**Department:** Planning

**Date Submitted:** August 18, 2014

**Presenter:** Sue Anderson

**Date of Council Meeting to consider this item:** September 4, 2014

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item # 07**

File # P14-34-Z

The City is in receipt of a zoning map amendment application from John and Patricia Shepherd for Parcel Number 9569-72-7547 located at 1256 North Main Street. This parcel consists of 1.09 acres and is the location of Pat's School of Dance. The applicants are requesting a rezoning from R-6 High Density Residential to C-4 Neighborhood Commercial.

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

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

I move City Council to adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of parcel number 9569-72-7547 from R-6 High Density Residential to C-4 Neighborhood Commercial, finding that the rezoning is consistent with the Comprehensive Plan, the rezoning is reasonable and in the public interest for the following reasons:

Attachments:

Memo

## MEMORANDUM

**TO:** Honorable Mayor and City Council  
**FROM:** Planning Department  
**RE:** Shepherd Rezoning  
**FILE #:** P14-34-Z  
**DATE:** August 18, 2014

### PROJECT HISTORY

The City is in receipt of a zoning map amendment application from John and Patricia Shepherd for Parcel Number 9569-72-7547 located at 1256 North Main Street. This parcel consists of 1.09 acres and is the location of Pat's School of Dance. The applicants are requesting a rezoning from R-6 High Density Residential to C-4 Neighborhood Commercial.

### COMPREHENSIVE PLAN CONSISTENCY

According to GS160A-383, zoning amendments shall be made in accordance with a comprehensive plan. The 2030 Comprehensive Plan's Future Land Use Map designates this parcel and adjoining parcels as Medium Intensity Neighborhood. The Medium Intensity Neighborhood future land use category is intended to provide a transition between high and low intensity neighborhood areas while providing a wide range of housing formats and price points.

The primary and secondary recommended land uses for the Medium Intensity Neighborhood land use category are as follows:

#### Primary

- Single-family attached and detached residential
- Open Space

#### Secondary

- Limited multi-family residential
- Planned Residential Developments
- Local public and institutional uses
- Recreational Amenities

### SURROUNDING LAND USE & ZONING CLASSIFICATION

All adjacent parcels zoned R-6 High Density Residential. The parcel to the north is vacant. The parcel to the south contains single-family residential dwellings. Parcels to the west contain both single-family and duplex dwellings. To the east is Norfolk Southern Railroad.

## ANALYSIS

The R-6 High Density Residential zoning district classification is intended for areas in which the principal use of land is to permit high-density residential development.

The purpose of the C-4 Neighborhood Commercial district classification is to provide for the most frequent daily needs of residents of an immediate neighborhood. Because these shops and stores will be most closely associated with residential uses, more restrictive requirements for light, air, open space, etc., are necessary.

Listed in Table A is an outline of the dimensional requirements for the C-4 Neighborhood Commercial and R-6 High Density Residential zoning districts.

**Table A**

<b>Zoning</b>	<b>C-4</b>	<b>R-6</b>
Minimum Lot Area	40,000 ft <sup>2</sup>	6,000 ft <sup>2</sup>
Minimum Lot Width at Building Line	NA	50'
Minimum Front Yard	40'	20'
Minimum Side Yard	15''	8'
Minimum Rear Yard	20'	10'
Maximum Building Height	35'	35'

With approximately 47,480 square feet, the parcel currently meets the minimum lot area requirement for the C-4 zoning district classification. The building on the parcel appears to meet the front and rear yard setback requirement. The building appears to have a side yard setback of approximately 13 feet which does not meet the minimum 15 foot side yard setback requirement.

Pat's School of Dance is currently classified as a legal non-conforming use. A non-conforming use is defined in the Zoning Ordinance as "a use of land, buildings, or structures that was lawfully established prior to the effective date of this ordinance, or any amendment thereto, but which does not conform to the regulations for the zoning classification in which it is located."

On the following page is a list of permitted and conditional uses in the R-6 High Density Residential Zoning District:

### **R-6 High Density Residential**

**Permitted Uses:**

Accessory dwelling units  
Accessory structures  
Adult care homes  
Camps  
Child care homes  
Home Occupations  
Neighborhood community centers  
Parks  
Planned residential developments

Religious institutions  
Residential dwellings, single-family  
Residential dwellings, two-family  
Signs  
Telecommunications antennas

**Conditional Uses:**

Bed & breakfast facilities  
Public utility facilities  
Residential care facilities  
Schools, primary & secondary

Following is a list of permitted and conditional uses for C-4 Neighborhood Commercial Zoning District:

### **C-4 Neighborhood Commercial**

**Permitted Uses:**

Accessory dwelling units  
Accessory uses & structures  
Adult care centers registered with the NC Department of Human Resources  
Automobile car washes so long as no attendants are employed on the premises  
Banks and other financial institutions  
Business services  
Convenience stores with or without gasoline sales  
Dance and fitness facilities  
Dry cleaning and laundry establishment  
Garage apartments  
Home occupations  
Laundries, coin-operated  
Music and art studios

Offices, business, professional and public  
Parks  
Personal services  
Religious institutions  
Residential dwellings, single-family  
Retail stores customarily serving neighborhoods and designed to serve a neighborhood  
Service stations  
Signs  
Telecommunications antennas

**Conditional Uses:**

Bed & breakfast facilities  
Child care centers  
Civic clubs & fraternal organizations  
Public utility facilities  
Restaurants

Additionally, the C-4 district prohibits buildings over 10,000 square feet.

### **PLANNING BOARD RECOMMENDATION**

The Planning Board took this matter up at its regular meeting of August 11, 2014. The

Planning Board voted unanimously to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of parcel number 9569-72-7547 from R-6 High Density Residential to C-4 Neighborhood Commercial, finding that the rezoning is consistent with the Comprehensive Plan, the rezoning is reasonable and in the public interest for the reason to increase the use for children to have better hours.

### **ZONING ORDINANCE GUIDELINES**

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

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

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

IN RE: FILE NO. P13-34-Z

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

1. Pursuant to Article XI Amendments of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of parcel number 9569-72-7547 from City of Hendersonville zoning designation of R-6 High Density Residential to C-4 Neighborhood Commercial.
2. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 4th day of September 2014.

\_\_\_\_\_  
Barbara Volk, Mayor

ATTEST:

\_\_\_\_\_  
Tammie K. Drake, CMC, City Clerk

Approved as to form:

\_\_\_\_\_  
Samuel H. Fritschner, City Attorney

City of Hendersonville  
Shepherd Rezoning - Parcel # 9569-72-7547  
R-6 High Density Residential to C-4 Neighborhood Commercial  
Surrounding Land Use



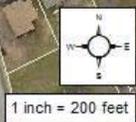
Shepherd Rezoning - Parcel # 9569-72-7547  
R-6 to C-4



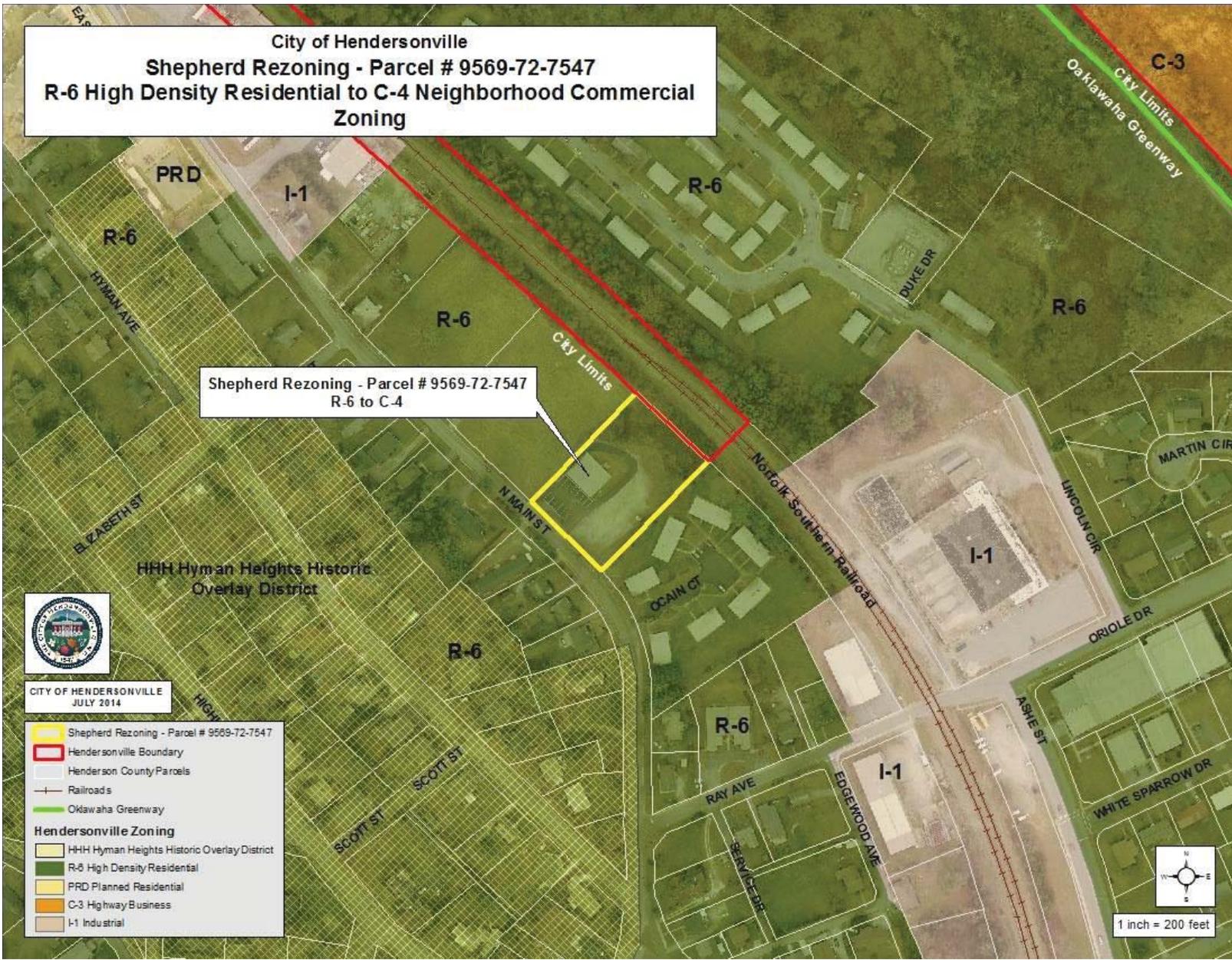
CITY OF HENDERSONVILLE  
JULY 2014

Shepherd Rezoning - Parcel # 9569-72-7547  
R-6 High Density Residential to C-4 Neighborhood Commercial

Henderson County Parcels







# City of Hendersonville

## PLANNING BOARD REPORT

**Project Name:** Shepherd Rezoning

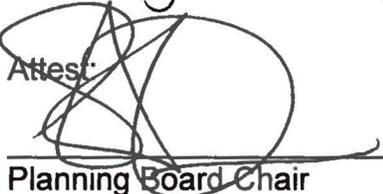
**File Number:** P14-34-Z

Approval – The map amendment 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.

Denial – The map amendment 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 11th day of August, 2014.

Attest:

  
Planning Board Chair

  
Planning Director



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to  
Agenda**

**Submitted By:** John Connet

**Department:** Administration

**Date Submitted:** 08/26/14

**Presenter:** John Connet

**Date of Council Meeting to consider this item:** 09/04/14

**Nature of Item:** Council Action

## Summary of Information/Request:

**Item # 08**

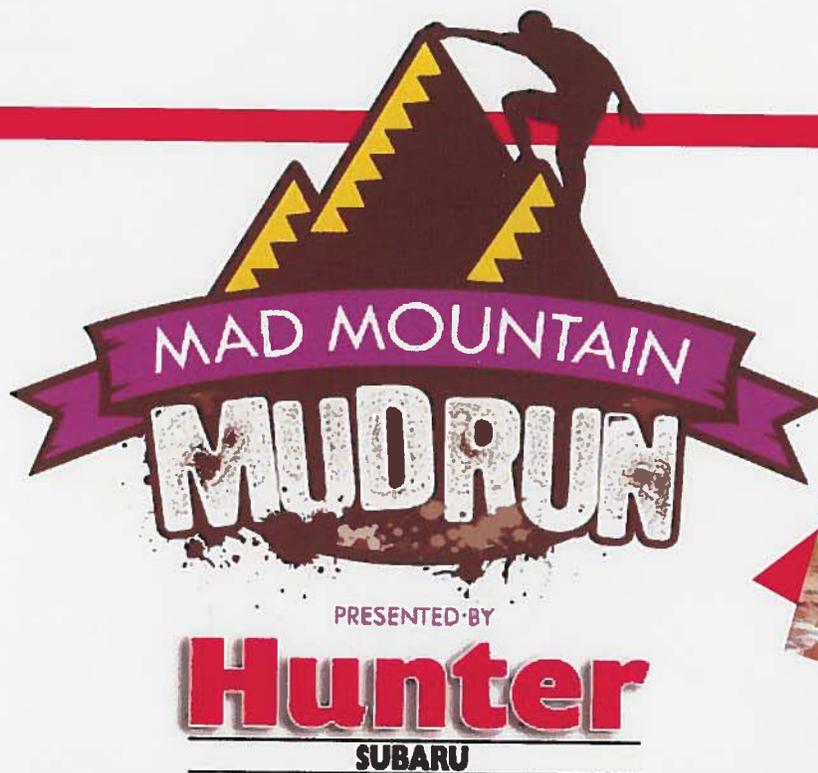
Hands On! has held three successful mud runs and is requesting permission to utilize Berkeley Mills Park for the 2015 Mad Mountain Mud Run. They are requesting access to the unused portions of the property beginning May 1, 2015. They will be required to go through the special event process. Therefore, I request that Hands On! be allowed to hold the 2015 Mad Mountain Mud Run at Berkeley Mills Park. If approved, staff will reserve the dates for the event and assist Hands On! with preparing for the event.

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

I move that the City Council grants Hands On! Children's Museum access to Berkeley Mills Park for the 4th Annual Mad Mountain Mud Run beginning May 1, 2015.

**Attachments:**

2013 Mad Mountain Mud Run Brochure



# ARE YOU MAD ENOUGH?

## Sponsorship Information

2013

### What is the Mad Mountain Mud Run?

It is the biggest muddy obstacle course race in Western North Carolina! The Mad Mountain Mud Run's premier event attracted *more than 5,000* racers, festival-goers and spectators. The fund-raising event netted more than \$56,000 for Hands On! - A Child's Gallery, an experiential learning museum for kids and families in Western North Carolina. And best of all, it was an incredibly unique and awesome way for businesses to support a fantastic non-profit organization, while contributing to the creation of a signature event in Western North Carolina.

Businesses receive great exposure by participating as sponsors, and collectively contribute to an organization that feeds the minds and development of children in our region. (Visit Hands On! at [www.handsonwnc.org](http://www.handsonwnc.org) to learn more about the beneficiary of this event.) Be a part of this dynamic, growing event both through your generous support AND receive positive exposure for your organization.

Be a part of  
one of the biggest  
& most unique events  
in the region!

Information at 828.697.8333 or [www.madmountainmudrun.com](http://www.madmountainmudrun.com)



PRESENTED BY  
**Hunter**  
SUBARU

**ARE YOU MAD ENOUGH?**



## Details about the 2013 event

### THE RACE

Our race will be held in the beautiful mountains of Hendersonville, NC (15 minutes from south Asheville) in the Berkeley Park area of the city in early June, 2013. It is approximately 3.5 miles long with 25+ obstacles, mud pits and challenges to traverse.

The race sold out in its first year (2012), and more than 5,000 people either raced or participated in the festival. We are extending this year's race to allow for even more participation! It was one of the biggest outdoor recreation events in Western North Carolina in its very first year!

### THE FESTIVAL

Family members, friends and other people not interested in competing in the race challenge are invited to the site for the day to cheer on their muddy loved ones and enjoy a festival atmosphere with food, beverages, live music and other games/competitions. We attract attendees from all over Western North Carolina and from as far away as New Jersey!

### THE PROCEEDS



All proceeds from this event will benefit Hands On!-A Child's Gallery, a non-profit children's experiential learning museum located on Main Street in Hendersonville, NC. The mission of Hands On! is to serve the needs of children and families by providing educational exhibits that stimulate the imagination and motivate learning in a fun, safe "hands on" environment. This is a regional organization in Western North Carolina, and an anchor presence in downtown Hendersonville. Thousands of WNC and upstate SC children are served annually, including many underserved and underprivileged children.

Information at 828.697.8333 or [www.madmountainmudrun.com](http://www.madmountainmudrun.com)

## Sponsorships

The 2012 event drew 1,300 racers (the cap for the first-year event) and an estimated 5,000 overall attendees. The majority of event participants were from the WNC region. The 2013 race pool will be expanded to allow for 2,000 racers, which will also increase the overall spectator numbers.



Because all proceeds from this event will benefit a non-profit organization, sponsorships are considered a tax-deductible donation in regards to tax identification #83-0397594.

## ARE YOU MAD ENOUGH?

The first-ever Mud Run raised \$56,000 for Hands On! - A Child's Gallery, a children's museum and learning center located on Main Street in downtown Hendersonville, NC. The goal for the 2013 event is to raise \$70,000 for this amazing organization that serves children and families in WNC. How will we raise more funds? Through generosity of sponsors and our ability to register more racers for the event.

## Hunter SUBARU

**MASTER OF MUD - Total sponsorship cost of \$14,000** *Presenting Sponsorship*

### Sponsor Benefits of:

- Logo attached to event logo –Mad Mountain Mud Run "Presented by" (your company's logo), and included on all printed marketing materials including billboards, website, print ads, brochures, posters, t-shirts & signage
- Quotes, significant reference in all articles about the event & opportunities for media interviews
- Prominent logo placement on banner at festival stage on day of event
- Registration booth named after you
- Table at finish line/festival area
- Opportunity to provide coupons or other materials to participants, family members, volunteers and VIPs through an online race packet
- Opportunity to make company announcements on race day
- 15 complimentary entries to race in the Mad Mountain Mud Run **INCREASE!**
- Ability to brand key area of course (customized benefit - to discuss with core committee) **NEW!**
- Invitation for one seat on the core planning committee **HELP SHAPE THE EVENT'S GROWTH!**
- First right of refusal for Master of Mud Sponsorship of future events

Information at 828.697.8333 or [www.madmountainmudrun.com](http://www.madmountainmudrun.com)



SPONSORSHIP AGREEMENT MUST BE IN PLACE  
BY NOVEMBER 15, 2012 TO BE INCLUDED IN PRINT MATERIALS.

## MUD-TASTIC MATES

Sponsorship Opportunities Available at the \$5,000 level with Sponsor Benefits of:

- Logo included in tertiary listing of sponsors on website, print ads (excluding billboards), posters, brochures, t-shirts
- One obstacle of your choice named after you and prominently listed on obstacle signage & on-line course map

**NEW BENEFIT!**



**Be creative!**  
Brand your obstacle  
any way you like!

- Table or vending opportunity at finish line/festival area
- Opportunity to provide coupons or other materials to participants, family members, volunteers and VIPs through an online race packet
- 12 complimentary entries to race in the Mad Mountain Mud Run **INCREASE!**

## MUDDOBBERS

Sponsorship Opportunities Available at the \$2,000 level with Sponsor Benefits of:

- Business name listed on website, print ads (excluding billboards and t-shirts), posters, brochures
- Name listed on the first obstacle of the race, the "Muddobbers" obstacle
- Table or vending opportunity at finish line/festival area
- Opportunity to provide coupons or other materials to participants, family members, volunteers and VIPs through an online race packet
- 8 complimentary entries to race in the Mad Mountain Mud Run **INCREASE!**

## MUD BUDS

Sponsorship Opportunities Available at the \$1,000 level with Sponsor Benefits of:

- Name with link listed on the website
- Name listed on the Mud Buds obstacle
- 4 complimentary entries to race in the Mad Mountain Mud Run **INCREASE!**

## MUDDY MEDIA MOGULS

Trade opportunities for media sponsorships

### Media value of \$5,000+

- Logo & link on website
- Logo on print materials (except billboards)
- Table or vending opportunity at festival
- 5 race entries for every \$5,000 in value

Information at 828.697.8333 or [www.madmountainmudrun.com](http://www.madmountainmudrun.com)

**Custom packages**  
considered for  
significant media participation.

**CALL TO  
DISCUSS.**

### Media value up to \$4,999

- Name & link on website
- Name on print materials
- 1 race entry



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** John Connet

**Department:** Administration

**Date Submitted:** 8/26/2014

**Presenter:** John Connet

**Date of Council Meeting to consider this item:** 9/03/2014

**Nature of Item:** Presentation Only

### Summary of Information/Request:

**Item #** 09

In an effort to keep the City Council and public informed on the impact of the loss of the Privilege License Tax, I will provide a brief overview of the ramifications to the 2015-16 Budget should the General Assembly choose not to replace the revenue that we were receiving from the Privilege License Tax.

Budget Impact: \$ 385,000 \_\_\_\_\_ Is this expenditure approved in the current fiscal year budget? No  If no, describe how it will be funded.

Potential loss of revenue for 2015-16 Fiscal Year

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

NA

### Attachments:

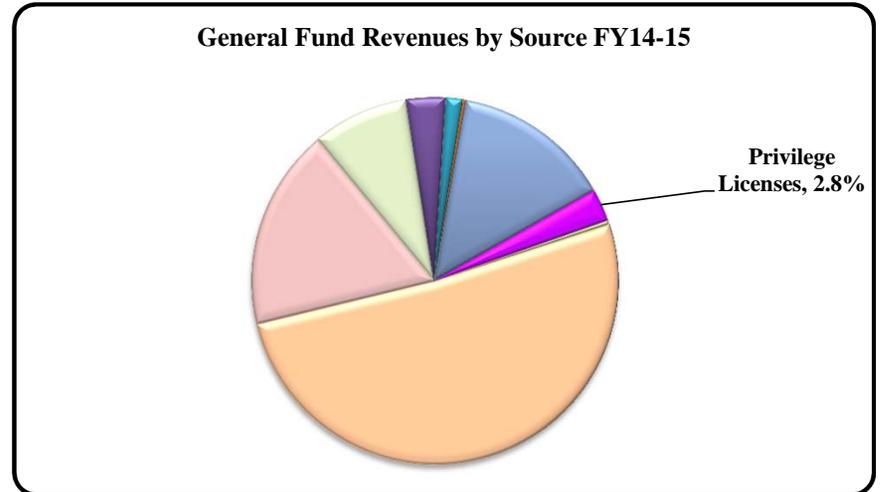
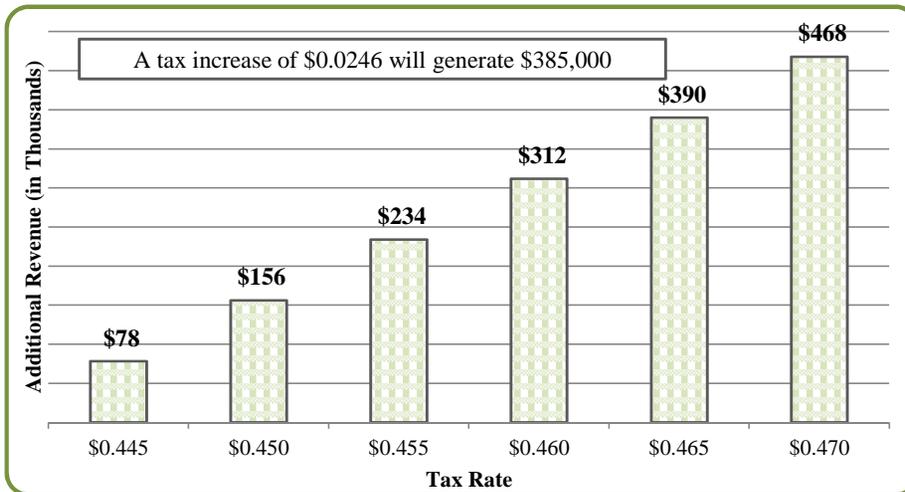
Powerpoint presentation will be placed in Dropbox.

## City of Hendersonville The Loss of Privilege License Effects & Options

### This analysis is operating under the following assumptions:

- 1 - The Loss of Privilege Licenses will Result in a **Loss of \$385,000** in Revenues
- 2 - Data will be Reflective of the **General Fund**
- 3 - The City's **Assessed Valuation** will be **\$1,600,000,000** After the Reappraisal
- 4 - **Property Tax Revenue** will be **\$6,899,200** at \$0.440 per \$100 Valuation at 98% Collection
- 5 - As a Result, the **Value of a Penny** will be **\$156,800**

### Revenues



## Expenditures

Current Expenditures	\$ 13,906,346
Adjusted Expenditures	\$ 13,521,346
Percent +/-	<b>-2.8%</b>

Another option for combatting this loss of revenue is decreasing expenditures. The General Fund would need to be decreased by **2.8%**. The following charts detail the difference in expenditures per General Fund function.

Source	Current	Decrease	New	Difference
General Government	\$ 2,975,153	0.554%	\$ 2,958,671	\$ <b>16,482</b>
Public Safety	\$ 6,460,812	0.554%	\$ 6,425,019	\$ <b>35,793</b>
-1- Transpotation	\$ 2,325,778	0.554%	\$ 2,312,893	\$ <b>12,885</b>
Parks Maintenance, Drainage, & Lot Clearing	\$ 512,547	0.554%	\$ 509,707	\$ <b>2,840</b>
Cultural & Recreation	\$ 215,188	0.554%	\$ 213,996	\$ <b>1,192</b>

This method provides an **even** split of the decrease across the five main functions of the General Fund. Keep in mind that this difference will be split among the divisions within each function.

**Or**

Source	Current	Decrease	New	Difference
General Government	\$ 2,975,153	0.667%	\$ 2,955,309	\$ <b>19,844</b>
Public Safety	\$ 6,460,812	1.448%	\$ 6,367,259	\$ <b>93,553</b>
-2- Transpotation	\$ 2,325,778	0.521%	\$ 2,313,661	\$ <b>12,117</b>
Parks Maintenance, Drainage, & Lot Clearing	\$ 512,547	0.115%	\$ 511,958	\$ <b>589</b>
Cultural & Recreation	\$ 215,188	0.048%	\$ 215,085	\$ <b>103</b>

This method provides a **weighted** split of the decrease across the five main functions of the General Fund. That is, each function is weighted by its total expenditures (Public Safety uses more so they take a larger cut).

### Fund Balance

Current Unassigned	\$ 6,210,105
Adjusted Unassigned	\$ 5,825,105
Percent +/-	<b>-6.2%</b>

\*\*This would only be a temporary option\*\*

### CIP

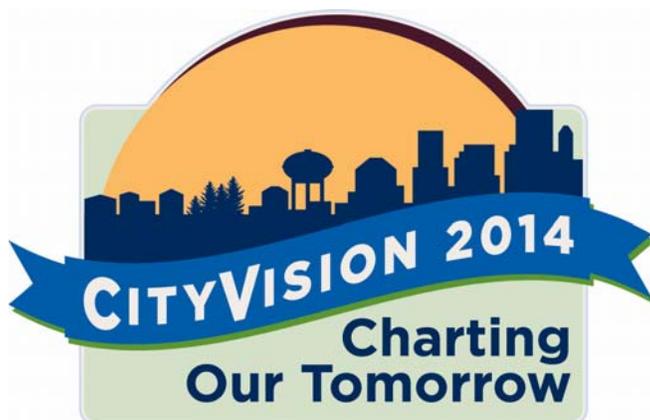
Current CIP	\$ 3,105,780
Adjusted CIP	\$ 2,720,780
Percent +/-	<b>-12.4%</b>

In summary, these are just a few of the most apparent options for combatting the loss of Privilege License revenue. These options are not mutually exclusive nor are they all encompassing. A cost-benefit analysis would be a useful next step in evaluating the most efficient strategy going forward. Four options/effects are listed below:

	<u>Option</u>	<u>Effect</u>
-1-	Increase Ad Valorem Tax Revenues	Ad Valorem Tax Rate increases by \$0.0246 to \$0.4646
-2-	Decrease Operating Expenditures in the General Fund	An even or weighted decrease of 2.8% across the General Fund
-3-	Temporarily Borrow from the Fund Balance	A decrease of unassigned Fund Balance by 6.2%
-4-	Decrease Capital Expenditures	A decrease in General Fund Capital Expenditures by 12.4%

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## Annual Conference



Greensboro

October 12-14, 2014

Sheraton Greensboro

Joseph S. Koury Convention Center

### Register today!

Join us in Greensboro for a conference packed with educational and networking opportunities. There will be top-notch presenters and entertainers to ensure you have a fun, productive conference experience! Stay tuned for more information on registration and sessions. Click [here](#) to view the agenda and registration information.

Click [here](#) for a printable version of the conference schedule.

### Sponsorship and exhibitor opportunities

Sponsors and exhibitors, this is your time to shine! This conference will be the year's largest gathering of local government leaders in the state. New this year is our Expo Day, a special offer for municipal officials to attend the exhibit hall only Monday at a reduced rate -- it is sure to draw more traffic to your booth! For more information on sponsorship and exhibitor opportunities, [click here](#).

### Download our mobile app

Smartphone and tablet users can download the **NCLM Events mobile app** from the App Store (iPhone and iPad) or the Google Play Store (Android) by searching "NCLM Events." Blackberry, Windows Phone and PC users can view the app in a browser by visiting <http://www.nclmevents.org>. The app contains the full schedule transportation information, event locations, exhibit hall map, vendor information and more!

### FUTURE ANNUAL CONFERENCES

2015 Winston-Salem Oct. 11-13

2016 Raleigh Oct. 23-26

[Click here](#) to view presentations from the 2013 Annual Conference in Hickory.

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# CITY OF HENDERSONVILLE

## AGENDA ITEM SUMMARY

**Submitted By:** Tammie Drake

**Department:** Administration

**Date Submitted:** 08/27/14

**Presenter:** Tammie Drake

**Date of Council Meeting to consider this item:** 09/04/14

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item # 12**

**a. Appointments for Consideration:**

- Downtown Advisory Committee: There is one vacant stakeholder position on this committee. This stakeholder position means the individual must either be a full-time resident of the City, or own or rent property within the MSD. Employees of downtown business are eligible. We have applications on file from: Mark Ray, Mia Freeman and Timothy Lau.

**b. Announcement of Vacancies and Upcoming Appointments:**

-Historic Preservation Commission: Three members' terms on the Historic Preservation Commission will expire in November: Ralph Bastedo, Jo Tyler, Phillip Allen. I will contact them prior to your October meeting to ascertain their interest in continuing to serve.

-Board of Adjustment: Reminder of vacancy and in the alternate position. We have not received any new applications.

-Environmental Sustainability Board (ESB): There is a vacancy for a City resident and for a member residing outside the City (may be appointed for their particular areas of expertise). We have applications from Mia Freeman (serving on HPC) and Albeiro Rodriguez (serving on Tree Board).

-Tree Board: Tamara Betteridge is relocating and has resigned from the Tree Board. We have no applications on file at this time.

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

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

**Attachments:**

None



# CITY OF HENDERSONVILLE

## AGENDA ITEM SUMMARY

**Submitted By:** John Connet

**Department:** Administration

**Date Submitted:** 8/26/2014

**Presenter:** John Connet

**Date of Council Meeting to consider this item:** 09/04/2014

**Nature of Item:** Council Action

### Summary of Information/Request:

**Item # 14**

Closed session motion requested to discuss the potential redevelopment of the Grey Hosiery Mill. I anticipate that the City Council will want to come out of Closed Session to take action on this matter.

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

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

I move the Council to go into closed session to discuss matters relating to the location or expansion of industries or other businesses in the area served by this body under G.S. 143-318.11(a)(4).

### Attachments:

Letter from Preservation North Carolina