



CITY OF HENDERSONVILLE CITY COUNCIL REGULAR MEETING

Operations Center - Assembly Room | 305 Williams St. | Hendersonville NC 28792
Thursday, February 10, 2022 – 5:45 PM

AGENDA

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **PUBLIC COMMENT** - *Up to 15 minutes is reserved for comments from the public not listed on the agenda.*
4. **CONSIDERATION OF AGENDA**
5. **CONSENT AGENDA** - *Items are considered routine, noncontroversial in nature and are considered approved by a single motion and vote.*
 - A. Adoption of City Council Minutes – *Angela L. Reece, City Clerk*
 - B. Approval of General Fund Vehicle and Equipment Financing Agreement – *John Buchanan Finance Director*
 - C. Approval of Environmental Services/Stormwater Vehicle and Equipment Financing Agreement – *John Buchanan Finance Director*
 - D. February 2022 Capital Project Ordinances and Reimbursement Resolutions – *Alex Norwood, Budget Analyst*
 - E. Selection of Stantec's Proposal for Financial Services – *Adam Murr, Budget Manager*
 - F. Selection of ADW's Proposal for Edwards Park Redevelopment – *Adam Murr, Budget Manager*
 - G. Selection of ADW's Proposal for Temporary Fire Station 3 Design – *Adam Murr, Budget Manager*
 - H. Budget Amendments Mid-Year FY22 – *Adam Murr, Budget Manager*
 - I. Revision of the Personnel Policy – Amending Article VII. Section 4 – Holidays: Compensation When Work is Required or Regularly Scheduled Off for Shift Personnel – *Jennifer Harrell, HR Director*
 - J. Downtown Events Assistant Position Change, *Jamie Carpenter, Downtown Manager*
 - K. Utility Extension Agreement for the Landings of Flat Rock Assisted Living Facility – *Brendan Shanahan, Engineering*
 - L. Utility Extension Agreement for the Rutledge Road Subdivision – *Brendan Shanahan, Engineering*

- M. Change Order No. 2 Clear Creek Interceptor Replacement - *Adam Steurer, Utilities Engineer*
- N. Resolution to Accept Half Moon Trail Into City Street System – *Angela S. Beeker, City Attorney*
- O. Resolution Authorizing City Manager to Enter Into A Contract with Bullington Gardens, Inc., for the Management of Bee City USA-Hendersonville – *Gracie Erwin, Environmental Compliance Coordinator*
- P. Resolution to Approve Updated Uniform Guidance Procurement Policy – *Angela S. Beeker, City Attorney*
- Q. Resolution Approving Repairs to the Exterior of City Hall - *Tom Wooten, Director of Public Works*

6. PRESENTATIONS

- A. Quarterly MVP Recipients – *John Connet, City Manager*
- B. Black History Month Recognition – Landina Guest House Historical Marker – *John Connet, City Manager*
- C. HandsOn Children's' Museum Update – *Joseph Knight, Executive Director*
- D. Ecusta Trail Update – *Chris Burns, Friends of the Ecusta*

7. PUBLIC HEARINGS

- A. Zoning Text Amendment: Addition and Definition of Micro-distilleries, Micro-cideries, and Micro-wineries with Supplementary Standards to existing Micro-brewery definition (P21-83-ZTA); *Alexandra Hunt, Planner I*

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- A. Presentation of Letter Regarding Boyd Park from Historic Preservation Commission - *Historic Preservation Chair or Vice Chair*
- B. Fire Station Project Update – *Adam Murr, Budget Manager*
- C. Acceptance of Duke Energy Electric Vehicle Charging Station – *John Connet, City Manager and Tom Wooten, Public Works Director*
- D. Lighting Ordinance Update – *Lew Holloway, Community Development Director*
- E. Formal Implementation of the 2022 Pay and Classification Plan – *John Connet, City Manager*

10. APPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES

- A. Board & Commission Vacant Seat Appointments – *Angela L. Reece, City Clerk*

11. CITY COUNCIL COMMENTS

12. CITY MANAGER REPORT - John F. Connet, City Manager

A. February 2022 Contingences Report – *Alex Norwood, Budget Analyst*

13. ADJOURN

The City of Hendersonville is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or an accommodation for this meeting please contact the City Clerk no later than 24 hours prior to the meeting at 697-3005.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Angela Reece, *MPA, CMC, NCCMC*, **MEETING DATE:** February 10, 2022
City Clerk

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: Adoption of City Council Minutes – *Angela L. Reece, City Clerk*

SUGGESTED MOTION(S):

I move that City Council adopt the minutes of the January 6, 2022, Regular Session meeting as presented [or as amended].

SUMMARY:

The City Clerk has prepared minutes of the following meeting(s) for Council consideration:

- i. January 6, 2022, Regular Session Minutes

BUDGET IMPACT: \$0

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

- i. January 6, 2022, Regular Session Minutes (DRAFT)



MINUTES

January 6, 2022

REGULAR MEETING OF THE CITY COUNCIL

CITY OPERATIONS CENTER | 305 WILLIAMS ST. | 5:45 p.m.

Present: Mayor Barbara G. Volk and Council Members: Mayor Pro Tem Lyndsey Simpson, Dr. Jennifer Hensley, Debbie O'Neal-Roundtree, and Jerry Smith

Staff Present: City Manager John F. Connet, Assistant City Manager Brian Pahle, Communications Manager Allison Justus, and others

Staff Present Remotely: City Attorney Angela Becker, City Clerk Angela Reece

1. CALL TO ORDER

Mayor Volk called the meeting to order at 5:45 p.m. and welcomed those in attendance. A quorum was established with all members in attendance.

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The City Council observed a moment of silence for prayer or reflection followed by the Pledge of Allegiance to the Flag.

3. PUBLIC COMMENT *Up to 15 minutes is reserved for comments from the public not listed on the agenda.*

Brenda Ramer of Team ECCO, Aquarium & Shark Lab provided an annual update to City Council on programs and education they are part of. Ms. Ramer was excited to announce joining research efforts in partnership with National Geographic. Ms. Ramer also announced publication in the Field Museum. More information may be found at <https://www.teamecco.org/>.

Indián Jackson of Mountain Rd. addressed City Council regarding Black History Month asking everyone to remember African American ancestors who were still enslaved during the beginning of the formation of the City of Hendersonville. Ms. Jackson also Council to consider Tree Board recommendations when considering development.

Lynne Williams of Chadwick Ave. addressed City Council asking for consideration of installation of a wildlife crossing sign on Chadwick Ave. Ms. Williams also addressed Council regarding Boyd Park stating that she believes the Historic Preservation Commission was drafting a letter to present to City Council.

4. CONSIDERATION OF AGENDA

Council Member Lyndsey Simpson moved that City Council approve the agenda as presented. A unanimous vote of the Council followed. Motion carried.

5. CONSENT AGENDA

A. Adoption of City Council Minutes – Angela Reece, City Clerk

I move that City Council adopt the minutes of the November 22, 2021, Special Call Meeting and December 2, 2021 Regular Meeting as presented.

B. Grant and Capital Project Ordinances— Alex Norwood, Budget Analyst

I move City Council adopt the grant project ordinances for the Hendersonville Connection Center Grant Project #G2203 and the 2022 NCDEQ Appropriation Project #G2204; and, a capital project ordinance for WWTP Aeration Basin Rehabilitation Project #21045, and the budgets as presented.

Grant Project Ordinance #O-22-01

GRANT PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE HENDERSONVILLE CONNECTION CENTER GRANT PROJECT

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

Section 1: The project authorized is a City project described as the Hendersonville Connection Center Grant Project.

Section 2: The following amounts are appropriated for the projects:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	1002	519200	G2203	Contracted Services	\$1,500,000
Total Project Appropriation					\$ 1,500,000

Section 3: The following revenues are anticipated to be available via grant proceeds:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
410	0000	420050	G2203	Grant Revenue	\$1,500,000
Total Project Appropriation					\$1,500,000

Section 4: The Finance Director is hereby directed to maintain within the grant project fund (301) sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the General Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

Grant Project Ordinance #O-22-02

**GRANT PROJECT ORDINANCE FOR
THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE
2022 NCDEQ APPROPRIATION PROJECT**

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

Section 1: The project authorized is a City project described as the 2022 NCDEQ Appropriation Project.

Section 2: The following amounts are appropriated for the project:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	1002	598901	G2204	Transfers Out (WWTP UV)	\$2,400,000
301	1002	598901	G2204	Transfers Out (Aeration Basin)	\$2,050,000
301	1002	532400	G2204	Miscellaneous Expense	\$550,000

Total Project Appropriation	\$5,000,000
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Section 3: The following revenues are anticipated to be available for the project:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	0000	420050	G2204	Grant Revenue (NCDEQ)	\$5,000,000

Total Project Appropriation	\$5,000,000
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PROJECT TO BE FUNDED USING

Section 4: The Finance Director is hereby directed to maintain within the grant project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the Water and Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this grant project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

Capital Project Ordinance #O-22-03

**CAPITAL PROJECT ORDINANCE FOR
THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE
WWTP AERATION BASIN REHABILITATION PROJECT**

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

Section 1: The project authorized is a City project described as the WWTP Aeration Basin Rehabilitation Project.

Section 2: The following amounts are appropriated for the project:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	7135	550103	21045	Capital Outlay CIP	\$2,050,000

Total Project Appropriation	\$2,050,000
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Section 3: The following revenues are anticipated to be available for the project:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	0000	420050	21045	Transfer In (from G2204)	\$2,050,000

Total Project Appropriation	\$2,050,000
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PROJECT TO BE FUNDED USING

Section 4: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the Water and Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

C. Approval of Grant Accountant Position (Accountant II)– John Connet, City Manager

I move City Council authorize the creation of the Grant Accountant position to oversee the distribution and compliance of grant funds.

Resolution #R-22-01

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE DEMOLITION OF THE RACQUETBALL COURTS AT PATTON PARK

WHEREAS, the City of Hendersonville desires to demolish and remove the racquetball courts, fencing, signs, trees, shrubs, and asphalt that are adjacent to the racquetball courts; and

WHEREAS, the City of Hendersonville issued an RFQ for the demolition and removal of the racquetball courts, fencing, signs, trees, shrubs, and asphalt adjacent to the racquetball courts; and

WHEREAS, five bids were received and opened on December 1, 2021 at 12:00pm; and

WHEREAS, city staff reviewed the bids for completeness and accuracy. CRW Land Services, LLC was the lowest responsive bidder; and

WHEREAS, CRW Land Services, LLC, is a responsible bidder, having the requisite qualifications and assets to complete the work on time and within budget; and

WHEREAS, funds for this project are not in this year's budget. Staff will submit a budget amendment for the project,

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

1. The bid for the demolition and removal of the racquetball courts, fencing, signs, trees, shrubs, and asphalt adjacent to the racquetball courts is awarded to CRW Land Services, LLC, the lowest responsive and responsible bidder, in the total amount of \$29,750.00. The City Manager is authorized to execute a contract consistent with the terms of this Resolution.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

D. Resolution Approving Racquetball Court Demolition Contract - Tom Wooten, Director of Public Works

I move that the City Council adopt the Resolution by The City Of Hendersonville City Council To Authorize The City Manager To Enter Into A Contract For The Demolition Of The Racquetball Courts At Patton Park, as presented and recommended by staff.

Resolution #R-22-01

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE DEMOLITION OF THE RACQUETBALL COURTS AT PATTON PARK

WHEREAS, the City of Hendersonville desires to demolish and remove the racquetball courts, fencing, signs, trees, shrubs, and asphalt that are adjacent to the racquetball courts; and

WHEREAS, the City of Hendersonville issued an RFQ for the demolition and removal of the racquetball courts, fencing, signs, trees, shrubs, and asphalt adjacent to the racquetball courts; and

WHEREAS, five bids were received and opened on December 1, 2021 at 12:00pm; and

WHEREAS, city staff reviewed the bids for completeness and accuracy. CRW Land Services, LLC was the lowest responsive bidder; and

WHEREAS, CRW Land Services, LLC, is a responsible bidder, having the requisite qualifications and assets to complete the work on time and within budget; and

WHEREAS, funds for this project are not in this year's budget. Staff will submit a budget amendment for the project,

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

1. The bid for the demolition and removal of the racquetball courts, fencing, signs, trees, shrubs, and asphalt adjacent to the racquetball courts is awarded to CRW Land Services, LLC, the lowest responsive and responsible bidder, in the total amount of \$29,750.00. The City Manager is authorized to execute a contract consistent with the terms of this Resolution.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

E. Resolution by the City of Hendersonville City Council Authorizing the Purchase of a 2022 Ram 5500 4x4 Chassis with Altec AT41M Aerial Lift Pursuant to N.C.G.S 143-129(e)(3) – Tom Wooten, Director of Public Works

I move that City Council adopt a Resolution by The City of Hendersonville City Council Authorizing The Purchase Of 2022 Ram 5500 4x4 Chassis With Altec At41m Aerial Lift Pursuant To N.C.G.S. 143-129(E)(3).

Resolution #R-22-02

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AUTHORIZING THE PURCHASE OF A 2022 Ram 5500 4X4 Chassis with Altec Industries AT41M Aerial Lift PURSUANT TO N.C.G.S. 143-129(e)(3)

WHEREAS, the City Council of the City of Hendersonville desires to purchase a new 2022 Ram 5500 4x4 Chassis with Altec Industries AT41M Aerial Lift to replace a 2004 Ford F-550 4x4 chassis with Altec Industries AT35G Aerial Lift that is 17 years old; and

WHEREAS, City Staff researched alternatives for the planned replacement with different vendors during FY2021; and

WHEREAS, N.C.G.S. 143-129(e)(3) authorizes direct purchases from a competitive bidding group purchasing program; and

WHEREAS, the City is utilizing the group purchasing program authorized under Section 143- 129(e)(3) of the NC General Statutes, and is relying upon a competitive bid process used by Sourcewell, formerly National Joint Powers Alliance (NJPA) of Staples, MN to purchase a new 2022 Ram 5500 4x4 Chassis with Altec Industries AT41M Aerial Lift from Altec Industries; and

WHEREAS, Sourcewell, formerly NJPA is an established nationwide government cooperative procurement service, and offers competitively bid products and services for local government public safety, emergency services, and communications among other equipment and services, and

WHEREAS, it is the recommendation of the City Manager, the Director of Public Works, and the Procurement and Contract Administrator that the City purchase the 2022 Ram 5500 4x4 Chassis with Altec Industries AT41M Aerial Lift at a cost of \$159,365.00 from Altec Industries; and

WHEREAS, the City of Hendersonville Finance Director has determined that sufficient funds are available to cover the cost of this purchase. Funds will be available and encumbered in the designated Capital Project Fund.

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

2. That the purchase of the 2022 Ram 5500 4x4 Chassis with Altec Industries AT41M Aerial Lift at a cost of \$159,365.00 from Altec Industries; is approved pursuant to the authority granted by N.C.G.S. § 143-129(e)(3).
3. The City Manager is authorized to negotiate and execute a contract with Altec Industries, in consultation with the City Attorney, containing such terms as he, in his discretion deems appropriate provided such contract is consistent with the terms of this Resolution.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

F. Northside Water Improvements Engineering Amendment 3 – Brent Detwiler, City Engineer

I move that City Council adopt the Resolution by the City of Hendersonville City Council to Authorize the City Manager to Enter Into an Amendment to an Agreement With Mckim & Creed, Inc. as Part of the Northside Water System Improvements Project.

Resolution #R-22-03

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO AN AGREEMENT WITH MCKIM & CREED, INC. AS PART OF THE NORTHSIDE WATER SYSTEM IMPROVEMENTS PROJECT

WHEREAS, the Northside Water System Improvements Project (Project No. 16019) is under construction; and

WHEREAS, an engineering agreement with McKim & Creed, Inc. was executed in February 2016 to complete the design, permitting, bidding and award work associated with the project; and

WHEREAS, construction of the project has been delayed to due to inclement weather delays and construction progress delays; and

WHEREAS, the schedule delay has resulted in the need to amend the agreement with McKim & Creed, Inc. to cover the extended construction administration, construction observation, and postconstruction services.

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

1. The City Manager is authorized to enter into Amendment No. 3 to the Agreement with McKim & Creed, Inc. for the Northside Water System Improvements Project, in the amount of \$81,600.00 as presented.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

G. Resolution to Accept Budget Appropriations from the State of North Carolina Department of Environmental Quality for the UV Disinfection Replacement Project and the Aeration Basin Repairs and Rehabilitation Project at the City's Wastewater Treatment Plant – Drew Finley, Assistant to the Utilities Director

I move that City Council adopt this Resolution To Accept The Budget Appropriations From The State Of North Carolina Department Of Environmental Quality For The Construction Of The UV Disinfection Replacement Project And The Aeration Basin Repairs And Rehabilitation Project At The City's Wastewater Treatment Plant as presented.

Resolution #R-22-04

RESOLUTION BY THE HENDERSONVILLE CITY COUNCIL TO ACCEPT THE APPROPRIATIONS FROM THE STATE OF NORTH CAROLINA FOR THE CONSTRUCTION OF THE UV DISINFECTION REPLACEMENT PROJECT AND THE AERATION BASIN REPAIRS AND REHABILITATION PROJECT AT THE CITY'S WASTEWATER TREATMENT PLANT

WHEREAS, The 2021 American Rescue Plan ("ARP") provides funds, through the State Fiscal Recovery Fund, that the North Carolina General Assembly ("NCGA") allocated as 100% grants and

WHEREAS, Sections 12.13.(d), (e), (f), and Section 12.14.(b) of the NCGA's Fiscal Year 2021-2022 Budget Bill (S.L. 2021-180) appropriated \$5,000,000 to the City of Hendersonville and

WHEREAS, the City intends to use these appropriations for the construction of the UV Disinfection Replacement Project and the Aeration Basin Repairs and Rehabilitation Project at the City's Wastewater Treatment Plant

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina that the aforementioned appropriations have been accepted and approved.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

H. Justification for the Sole Source Purchase of a Standby Engine-Generator for the French Broad River Intake & Pumping Station Project- Adam Steurer, Utilities Engineer

I move that City Council adopt the Resolution by the City of Hendersonville City Council to Authorize the Sole-Source Purchase of a Standby Engine-Generator for the French Broad River Intake & Pumping Station Project as presented.

Resolution #R-22-05

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE PURCHASE OF A STANDBY ENGINE-GENERATOR FOR THE FRENCH BROAD RIVER INTAKE & PUMPING STATION PROJECT

WHEREAS, the French Broad River Intake and Pumping Station (DWSRF Project No. WIF1940) is intended as a redundant source of non-potable water to improve the resiliency of the Water Treatment Facility general operations. The intake and pumping station is also designed for future expansion to serve future water demands within the City's water service area. The new water source associated with this project will be utilized as needed for maintenance as well as interchangeably with existing raw water sources during normal operations. The City will have the flexibility to operate one or all of its raw water sources simultaneously as required to adjust to changing conditions and treatment needs; and

WHEREAS, the French Broad River Intake and Pumping Station will require a standby engine-generator to operate in times of power outages; and

WHEREAS, NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. The governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract; and

WHEREAS, Utility Staff and consulting engineer is requesting to continue to standardize on generators within the system by asking that Council approve the sole source purchase of a stand-by generator from Cummins;

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

1. A sole-source purchase of a standby engine-generator is authorized for the French Broad River Intake & Pumping Station
2. Such tentative sole-source purchase is contingent upon the approval of the North Carolina Department of Environmental Quality and the approval of additional funding request by the North Carolina Local Government Commission for the project (DWSRF Project No. WIF1940).

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

I. Sale of Personal Property – *John Connet, City Manager*

I move that City Council to resolve to approve the sale of the Microsoft Surface Pro 4 #024691654053 tablet to former Councilman Miller for \$15.00.

J. Utility Extension Agreement for the Northview Subdivision – *Brendan Shanahan, Engineering*

I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with HST Development, LLC for the Northview Subdivision as presented and recommended by staff.

Resolution #R-22-06

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH HST DEVELOPMENT, LLC, FOR THE NORTHVIEW SUBDIVISION

WHEREAS, the City of Hendersonville owns, operates and maintains a water distribution system to serve customers throughout Henderson County; and

WHEREAS, residential, commercial, and industrial developments often require public water service as a part of their development projects; and

WHEREAS, the Developer extends public water lines to their site, which upon completion and acceptance, are provided to the City to own, operate, and maintain; and

WHEREAS, the City requires a Utility Extension Agreement to be executed to establish requirements of both the Developer and the City for the water line extension process; and

WHEREAS, HST Development, LLC, the “Developer” and “Owner”, will enter into a Utility Extension Agreement with the City to provide water service to the Northview Subdivision.

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

1. The Utility Extension Agreement with HST Development, LLC, the “Developer” and “Owner” to provide water service to the Northview Subdivision is approved, as presented.
2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

K. Utility Extension Agreement for the 1210 Shepherd Street Commercial Development –
Brendan Shanahan, Engineering

I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with ANEW Real Estate, LLC for the 1210 Shepherd Street Commercial Development as presented and recommended by staff.

Resolution #R-22-07

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH ANEW REAL ESTATE, LLC FOR THE 1210 SHEPHERD STREET COMMERCIAL DEVELOPMENT

WHEREAS, the City of Hendersonville owns, operates and maintains a sewer collection system to serve customers throughout Henderson County; and

WHEREAS, residential, commercial, and industrial developments often require public sewer service as a part of their development projects; and

WHEREAS, the Developer extends public sewer lines to their site, which upon completion and acceptance, are provided to the City to own, operate, and maintain; and

WHEREAS, the City requires a Utility Extension Agreement to be executed to establish requirements of both the Developer and the City for the sewer line extension process; and

WHEREAS, Anew Real Estate, LLC, the “Developer” and “Owner” will enter into a Utility Extension Agreement with the City to provide sewer service to the 1210 Shepherd Street Commercial Development.

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

1. The Utility Extension Agreement with Anew Real Estate, LLC, the “Developer” and “Owner” to provide sewer service to the 1210 Shepherd Street Commercial Development is approved, as presented.
2. The City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

L. Utility Extension Agreement for the Kanuga Trails Subdivision – *Brendan Shanahan, Engineering*

I move that City Council approve the Resolution that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with LCV Venture, LLC for the Kanuga Trails Subdivision as presented and recommended by staff.

Resolution #R-22-08

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH LCV VENTURE, LLC FOR THE KANUGA TRAILS SUBDIVISION

WHEREAS, the City of Hendersonville owns, operates and maintains a sewer collection system to serve customers throughout Henderson County; and

WHEREAS, residential, commercial, and industrial developments often require public sewer service as a part of their development projects; and

WHEREAS, the Developer extends public sewer lines to their site, which upon completion and acceptance, are provided to the City to own, operate, and maintain; and

WHEREAS, the City requires a Utility Extension Agreement to be executed to establish requirements of both the Developer and the City for the sewer line extension process; and

WHEREAS, LCV Venture, LLC, the “Developer” and “Owner” will enter into a Utility Extension Agreement with the City to provide sewer service to the Kanuga Trails Subdivision.

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

1. The Utility Extension Agreement with LCV Venture, LLC, the “Developer” and “Owner” to provide sewer service to the Kanuga Trails Subdivision is approved, as presented.
2. The City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

M. Utility Extension Agreement for the Banner Farm Road Subdivision — *Brendan Shanahan, Engineering*

I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with The Carland Company, LLC and Bradley V. Goodson for the Banner Farm Road Subdivision as presented and recommended by staff.

Resolution #R-22-09

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH THE CARLAND COMPANY, LLC, AND BRADLEY V. GOODSON FOR THE BANNER FARM ROAD SUBDIVISION

WHEREAS, the City of Hendersonville owns, operates and maintains a water distribution system to serve customers throughout Henderson County; and

WHEREAS, residential, commercial, and industrial developments often require public water service as a part of their development projects; and

WHEREAS, the Developer extends public water lines to their site, which upon completion and acceptance, are provided to the City to own, operate, and maintain; and

WHEREAS, the City requires a Utility Extension Agreement to be executed to establish requirements of both the Developer and the City for the water line extension process; and

WHEREAS, Bradley V. Goodson, the “Developer”, and the Carland Company, LLC, the “Owner”, will enter into a Utility Extension Agreement with the City to provide water service to the Banner Farm Road Subdivision.

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

1. The Utility Extension Agreement with Bradley V. Goodson, the “Developer”, and the Carland Company, LLC, the “Owner” to provide water service to the Banner Farm Road Subdivision is approved, as presented.
2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

N. Utility Extension Agreement for the Edneyville Orchard Subdivision – *Brendan Shanahan, Engineering*

I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with The Orchards at Highway 64, LLC and Luis Graef for the Edneyville Orchard Subdivision as presented and recommended by staff.

Resolution #R-22-10

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH THE ORCHARDS AT HIGHWAY 64, LLC AND LUIS GRAEF FOR THE EDNEYVILLE ORCHARD SUBDIVISION

WHEREAS, the City of Hendersonville owns, operates and maintains a water distribution system to serve customers throughout Henderson County; and

WHEREAS, residential, commercial, and industrial developments often require public water service as a part of their development projects; and

WHEREAS, the Developer extends public water lines to their site, which upon completion and acceptance, are provided to the City to own, operate, and maintain; and

WHEREAS, the City requires a Utility Extension Agreement to be executed to establish requirements of both the Developer and the City for the water line extension process; and

WHEREAS, Luis Graef, the “Developer”, the Orchards at Highway 64, LLC, the “Owner” will enter into a Utility Extension Agreement with the City to provide water service to the Edneyville Orchard Subdivision.

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

1. The Utility Extension Agreement with Luis Graef, the “Developer”, and the Orchards at Highway 64, LLC, the “Owner” to provide water service to the Edneyville Orchard Subdivision is approved, as presented.
2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

O. Water and Sewer Revenue Bond 2022 Initial Resolution and Certain Related Matters – *Adam Murr, Budget Manager*

I move that City Council approve the Resolution of the City Council of the City of Hendersonville, North Carolina, Directing the Application to the Local Government Commission for Approval of a Water and Sewer System Revenue Bond and Certain Related Matters.

Resolution #R-22-11

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA DIRECTING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION

**FOR APPROVAL OF A WATER AND SEWER SYSTEM REVENUE BOND AND CERTAIN
RELATED MATTERS**

WHEREAS, the City Council (the “City Council”) of the City of Hendersonville, North Carolina (the “City”) hereby determines that it is desirable to finance certain improvements to its water and sewer system (the “Water and Sewer System”);

WHEREAS, the City Council is considering the issuance of a not to exceed \$7,100,000 Water and Sewer System Revenue Bond, Series 2022 (the “2022 Bond”) to (1) finance improvements to the City’s water and sewer system, including, without limitation, (a) the installation of an interceptor line along Clear Creek, (b) the replacement and improvement of water and sewer mains on Church Street, (c) the replacement and installation of water meters, (d) the rehabilitation of one of the City’s concrete water storage tanks and (e) payments to the North Carolina Department of Transportation related to the adjustment and relocation of certain city-owned water and sewer lines completed by the North Carolina Department of Transportation (the “2022 Projects”) and (2) pay the costs of issuing the 2022 Bond; and

WHEREAS, the City has retained (A) Parker Poe Adams & Bernstein LLP, as bond counsel for the 2022 Bond, (B) First Tryon Advisors, as financial advisor for the 2022 Bond and (C) The Bank of New York Mellon Trust Company, N.A., as trustee for the 2022 Bond and (D) Raftelis Financial Consultants, Inc., as feasibility consultant (collectively, the “Financing Team”); and

WHEREAS, on approval by the Local Government Commission of North Carolina (the “Commission”) of the City’s application for the 2022 Bond, the Commission will sell the 2022 Bond on behalf of the City to a financial institution to be selected by the City through a request for proposal process (the “Lender”);

WHEREAS, the City Council wants the Finance Director of the City to file with the Commission an application for its approval of the 2022 Bond, on a form prescribed by the Commission, and (1) request in such application that the Commission approve (A) the negotiation of the sale of the 2022 Bond to the Lender, (B) the City’s use of the Financing Team in connection with the issuance of the 2022 Bond; and (2) state in such application such facts and to attach thereto such exhibits in regard to the 2022 Bond and to the City and its financial condition, as may be required by the Commission, and to take all other action necessary to the issuance of the 2022 Bond.

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

1. That the 2022 Bond is to be issued by the City in an aggregate principal amount not to exceed \$7,100,000 for the purpose of providing funds to (1) finance the 2022 Projects and (2) pay the costs of issuing the 2022 Bond, all as will be set out in the documents attached to the City’s application to the Commission. The 2022 Projects are necessary to meet the needs of the users of the Water and Sewer System and to assure that the Water and Sewer System remains in full compliance with all state and federal requirements for the provision of water and sewer services.
2. That the City Manager and the Finance Director, with advice from the City’s financial advisor and bond counsel, is hereby authorized and directed to select the Lender through the request for proposal process.
3. That the Financing Team is hereby approved in connection with the issuance by the City of the 2022 Bond, and the Mayor, the City Manager, the Assistant City Manager, and the Finance Director, in consultation with the Commission, are each hereby authorized to retain other persons or organizations as may be necessary and appropriate to carry out the intention of this Resolution.
4. That the Finance Director of the City with advice from the City Manager, the Assistant City Manager, the City Attorney, the financial advisor and bond counsel, is hereby authorized, directed and designated to file an application with the Local Government Commission of North Carolina for its approval of the issuance of the 2022 Bond.
5. That the City Council finds and determines and asks the Commission to find and determine from the City’s application and supporting documentation:
 - (a) that the issuance of the 2022 Bond is necessary or expedient;
 - (b) that the not to exceed stated principal amount of the 2022 Bond will be sufficient but is not excessive, when added to other money available to the Water and Sewer System, to finance the 2022 Projects;
 - (c) that the Water and Sewer System as now constituted, and as it will be constituted after the completion of the 2022 Projects, is feasible;
 - (d) that the City’s debt management procedure and policies are good; and

- (e) that the 2022 Bond can be marketed at a reasonable interest cost to the City.
6. That the City Council requests that the Commission sell the 2022 Bond through negotiation to the Lender on such terms as may be agreed on but at an interest rate not exceeding 4.00%.
7. That the Mayor, the City Manager, the Assistant City Manager, the City Attorney, the Finance Director and the City Clerk, as their respective designees, individually or collectively, are each hereby authorized to do any and all other things necessary to complete the steps necessary for the authorization and sale of the 2022 Bond.
8. That this Resolution is effective on the date of its adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

P. Budget Amendments January 2022 – Adam Murr, Budget Manager

I move that City Council approve budget amendment 01062022-01 as presented.

Council Member Dr. Jennifer Hensley moved that City Council approve the consent agenda as presented. A unanimous vote of the Council followed. Motion carried.

6. PRESENTATIONS

A. Proclamation – 175th Anniversary of the City of Hendersonville – Barbara G. Volk, Mayor

Mayor Barbara G. Volk presented a proclamation recognizing the 175th Anniversary of the City.

Proclamation

IN RECOGNITION OF THE 175TH ANNIVERSARY OF THE CITY OF HENDERSONVILLE

WHEREAS, in 1841 Judge Mitchell King of Charleston, South Carolina, generously donated 56 acres from his summer estate for a site to build the county seat within the county of Henderson, which was formed in 1838 from the southern part of Buncombe County; and

WHEREAS, on January 7, 1847, the North Carolina General Assembly approved an act to establish the Town of Hendersonville, to serve as the seat of government for Henderson County, and named in honor of Judge Leonard Henderson, Chief Justice of the Supreme Court of North Carolina; and

WHEREAS, with the arrival of the railroad in 1879 from Spartanburg, South Carolina, the agricultural significance of the city increased; and

WHEREAS, in 1913 the Town of Hendersonville became known as the City of Hendersonville; and

WHEREAS, Hendersonville's Main Street, a remarkable one hundred feet in width, was designed by surveyor James Dryer Justice on what was known in the 1850s to 1880s as the Buncombe Turnpike. Main Street today retains much of the character it has possessed since the height of its development in the late 19th and early 20th centuries and was registered in the National Register of Historic Places in March 1988; and

WHEREAS, Hendersonville is traditionally known as “The City of Four Seasons” with its distinct seasonal weather patterns which draw visitors to the area; and

WHEREAS, the City of Hendersonville’s governing body and staff are committed to providing quality, efficient services to residents, visitors, and businesses, and promoting a high quality of life, and

WHEREAS, the 175th anniversary is an appropriate time to reflect on the remarkable history of the City of Hendersonville;

NOW, THEREFORE, I, Barbara G. Volk, Mayor of the City of Hendersonville do hereby proclaim January 7, 2022, “IN RECOGNITION OF THE 175TH ANNIVERSARY OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA” and commend its observance to all citizens.

PROCLAIMED this 6th day of January 2022

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

B. Presentation of Certificate – Barbara G. Volk, Mayor

Mayor Barbara G. Volk presented a certificate of appreciation to Larry Rogers for distinguishing himself through dutifully attending most area governmental meetings and advocating and promoting the interests of local business owners in Henderson County over the last twenty-one years as Chairman of the Partnership for Economic Progress. The Mayor and City Council Members wish to recognize the many years of service to our community by Larry Rogers on the occasion of his retirement and to thank him for his dedicated service to our area business district.

Larry Rogers expressed thanks and appreciation to Council for recognition and fondly recalled the longest meeting he had ever attended with Mayor Volk who was a Council Member at the time. Mr. Rogers stated in order to have a strong government you have to have businesses to support it.

C. Fiscal Year 2021 Auditor Presentation – John Buchanan, Finance Director

Assistant Finance Director Krystal Powell presented the 2021 Annual Comprehensive Financial Report (ACFR) with guest, Tim Lyon of Mauldin & Jenkins auditing firm. Mr. Lyon stated the independent audit firm concluded that there was a reasonable basis for rendering an unmodified opinion that the City of Hendersonville's financial statements for the fiscal year ending June 30, 2021 are fairly presented in conformity with GAAP. The Government Finance Officers Association (GFOA) of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Hendersonville for its Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2020. This was the 31st consecutive year the City of Hendersonville received this prestigious award. The ACFR may be viewed on the City's website. Council Member Jerry Smith clarified the financial position of the City is stable and illustrates good indicators of prudently managed finances.

D. Pay and Classification Presentation and Discussion – Adam Murr, Budget Manager & Evergreen Solutions

Budget Manager Adam Murr and guest Nancy Berkley with Evergreen Solutions presented the Pay and Classification Study results to City Council. Ms. Berkley discussed the findings recalling Council preference to lead the market and presented the following questions for consideration and feedback:

1. Should the increase be implemented over one, two, or three phases?
2. Which of the following percentiles is most favorable to Council; Average Percentile, 65th Percentile, or 75th Percentile?
3. Would Council prefer a "cap" or "range penetration" option?
4. What revenue requirements and sources would be necessary?

City Manager John Connet clarified Greenville South Carolina was included in the peer group based on proximity and recruitment potential. Council Member Smith also inquired regarding internal and external position equity and Ms. Berkley stated internal equity is the placement of position(s) relative to others within the City of Hendersonville and external equity is the placement of position(s) relative to other local governments.

Council Member Lyndsey Simpson stated she is not in favor of a cap option as she does not think this is a fair option and said she supports the range penetration option instead. Council Member Simpson further acknowledged the Dogwood Housing Study and said she feels that Council should go with the 75th percentile option to be competitive or face having the same conversation again in a year and a half. Council Member Simpson further stated she is not in favor of a three-year implementation and said it would not solve the current issues.

Council Member Jerry Smith stated he prefers the 65% range penetration and wants to see options for implementation of the 75th percentile.

Council Member Dr. Jennifer Hensley agreed with Council Member Simpson and said implementation in a timely manner was necessary. She added she would like to see some increase soon and said she

believes the job market is extremely competitive and the city needs to be at the higher end of things. Council Member Hensley stated increases will improve the community health as a whole and provided an example of affordable housing and retirees moving to the area and said, “If we are paying employees a salary they can live and work on it will allow more local people to be able to live and work here”. She further stated there is an urgency to make this happen.

Council Member Debbie O’Neal-Roundtree stated her goal is to be able to meet needs and accommodate all people who live in the area.

Mayor Barbara G. Volk stated she supports the range and not the cap but said she does not support making such extreme changes in mid-year. Mayor Volk suggested going to 65th percentile beginning with the FY22-23 budget and the 75th percentile in the following fiscal years. Mayor Volk stated this is a more responsible approach with revaluations coming.

City Manager John Connet clarified two hours will be devoted to financial review at the January 26th workshop and said staff will provide Council with additional information at that time. Manager Connet clarified staff is not asking Council to make final decisions at this time.

7. PUBLIC HEARINGS

A. Continuation of Public Hearing -Rezoning: Standard Rezoning - 0 South Allen Road PIN 9588-22-1126 (P21-60-RZO) – Tyler Morrow, Planner II (The public hearing was opened during the last meeting and was continued)

Mayor Barbara G. Volk reminded everyone that this public hearing was continued from the December 2, 2021 regular meeting and that it is still open. Community Development Planner Tyler Morrow provided a summary of the application for conventional rezoning stating the applicants are requesting initial zoning for C-3, Highway Business District and said the subject property, PIN 9588-22-1126 is located on S. Allen Road. Mr. Morrow stated the subject property is approximately 17.13 acres and was annexed into the City of Hendersonville on September 2, 2021. Mr. Morrow stated the City has subsequently received a letter from the applicant’s attorney stating they now agree to the property being zoned as commercial highway mixed use as the Planning Board has recommended.

Staff presented and discussed with City Council an analysis of the consistency with the relevant portions of the Comprehensive Land Use Plan and the Planning Board’s recommendation. Both were considered by the City Council in addition to supporting maps and documents provided in the agenda packet.

Jerry Smith clarified the application is still active and was not withdrawn.

The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General statutes. The public hearing was opened during the previous regular scheduled meeting on December 2, 2021 at 7:26 p.m. and is still open.

Lynne Williams of Chadwick Ave. addressed City Council via Zoom electronic software expressing concerns of site maps not illustrating additional adjacent developments, and also requested consideration of conservation of some of the open space.

There were no further comments.

The public hearing was closed at 7:12 p.m.

Council Member Jerry Smith moved that City Council deny the rezoning of the subject property (PIN 9588-22-1126) from Henderson County Office Institutional to C-3 Highway Business for the following reasons; the rezoning is not compatible with the surrounding uses and the rezoning is not in the public interest because rezoning is not compatible and would better be suited with a different zoning classification. I further move City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property PIN 9588-22-1126 from Henderson County Office Institutional to CHMU Commercial Highway Mixed Use finding that the rezoning is consistent with the Comprehensive Plan’s Future Land Use map designation of Regional Activity Center and that the rezoning is reasonable and in the public interest for the following reasons: CHMU provides standards that assure future development will

be compatible with recently approved residential; CHMU created for properties within the Upward Planning District, including these parcels; and CHMU encourages a more mixed-use development pattern. A unanimous vote of the Council followed. Motion carried.

Council Member Dr. Jennifer Hensley expressed thanks and appreciation to Community Development Department staff for their work in development matters and stated their efforts often go without appreciation from the public.

Ordinance #O-22-04

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCEL NUMBER 9588-22-1126 BY CHANGING THE ZONING DESIGNATION FROM HENDERSON COUNTY OFFICE INSTITUTIONAL TO CITY OF HENDERSONVILLE CHMU COMMERCIAL HIGHWAY MIXED USE DISTRICT

IN RE: Parcel Number: 9588-22-1126 0 South Allen Road Rezoning
(File # P21-60-RZO)

WHEREAS, the city is in receipt of a Standard Rezoning application from Peggy C. Cabe, Enno F. Camenzind, Paula Camenzind Carter, Robert O. Camenzind, Joan C. Fleming

WHEREAS, the Planning Board took up this application at its regular meeting on November 8th, 2021; voting unanimously to recommend City Council deny the rezoning application of the subject property from Henderson County Office Institutional to City of Hendersonville C-3 Highway Business. The Planning Board further recommended that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from Henderson County Office Institutional to City of Hendersonville CHMU Commercial Highway Mixed Use District, and

WHEREAS, City Council took up this application at its regular meeting on December 2nd, 2021, and

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

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel number 9588-22-1126 from Henderson County Office Institutional to City of Hendersonville CHMU, Commercial Highway Mixed Use District
2. Any development of the parcels shall occur in accordance with the Zoning Ordinance of the City of Hendersonville, North Carolina.
3. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

Mayor Volk briefly recessed the meeting at 7:15 pm for a short break and reconvened at 7:19 pm

B. Annexation Public Hearing: Providence Walk (P21-65-ANX) – Matthew Manley, Planning Manager

Community Development Manager Matthew Manley stated the city is in receipt of a petition from Travis Fowler of Providence Walk for contiguous annexation of PINs 9569-85-3434, 9569-85-1398, 9569-85-3178, & 9569-83-4918 located on N. Main St that is approximately 6.836 acres.

The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General statutes. The public hearing was opened at 7:20 p.m.

Lynne Williams of Chadwick Ave. addressed City Council via Zoom electronic software asking Council to further review environmental compliance and stormwater for this petition.

Ken Fitch of Patton St. addressed City Council via Zoom electronic software stating approval of this annexation is a breach of the health safety and wellness of city residents and expressed concerns of which plan is being considered.

Mayor Barbara G. Volk read aloud digital comments submitted by the following persons:

Franco Carrasco of Strick Garden Lane submitted digital comments to City Council expressing concerns of rainwater runoff, maintenance road blockage, safety and health, and sidewalk placement.

Johanna Bosch-Diaz of Strick Garden Lane submitted digital comments to City Council expressing concerns of the use of the right of way as well as opposition to a sidewalk being placed near her home.

Simeon Espinoza of Strick Garden Lane submitted digital comments to City Council expressing concerns of the high voltage tower behind his home and potential for heavy equipment striking it during construction of the proposed development. Mr. Espinoza also expressed concerns for the right of way remaining as it is and asking why the plan has been changed.

There were no further comments.

The public hearing was closed at 7:36 p.m.

City Manager Connet reminded everyone this is a public hearing on annexation and not the project and responded to Mr. Fitch's comments saying he does not think it appropriate for Mr. Fitch to insinuate staff have acted unethical or inappropriate. Manager Connet stated city staff work very long hours to address public questions and concerns and asked Mr. Fitch to issue an apology to staff.

Community Development Director Lew Holloway addressed City Council clarifying staff does not have authority to deviate from ordinances which require roads and connections be extend to property lines and said the developer would need to request a variance from City Council. Director Holloway acknowledged there is some confusion regarding the elements of the plan which were discussed at CZD hearing. Director Holloway stated the Planning Board did review plans showing roads extending to property edge. Director Holloway further clarified stormwater will be reviewed by DRC and staff during final site plan approval.

City Attorney Angela S. Beeker clarified that the purpose of this plat is not to establish any development plans and said the only purpose is to establish the legal boundaries of what is being annexed. Attorney Beeker further clarified this is not a new development or plan.

There we no other comments.

Dr. Jennifer Hensley move City Council adopt an ordinance of the City of Hendersonville to extend the Corporate Limits of the City as a contiguous annexation, to annex that property owned by Providence Walk, LLC., identified as PINs 9569-85-3434, 9569-85-1398, 9569-85-3178, & 9569-83-4918, finding that the standards established by North Carolina General Statute 160A-31 have been satisfied and that the annexation is in the best interest of the City. The motion carried by a vote of 3-2 with Council Member Jerry Smith and Debbie O'Neal-Roundtree voting against.

Ordinance #O-22-05

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO EXTEND THE CORPORATE LIMITS OF THE CITY AS A CONTIGUOUS ANNEXATION

IN RE: Parcel Number: 9569-85-3434, 9569-85-1398, 9569-85-3178, & 9569-83-4918
Providence Walk (File# P21-65-ANX)

WHEREAS, The City of Hendersonville has been petitioned by Travis Fowler of Providence Walk, LLC. pursuant to North Carolina General Statutes (NCGS) 160A-31, as amended, to annex the area described herein below; and,

WHEREAS, the City Clerk has investigated and certified the sufficiency of said petition; and,

WHEREAS, a public hearing on the question of this annexation was held at 305 Williams Street (City Operations Center), Hendersonville, NC at 5:45 pm, on the 6th day of January 2022, after due notice by publication as provided by law on December 19, 2021 and December 26, 2021; and,

WHEREAS, the City Council further finds the areas described therein meets the standards of N.C. G.S. 160A-31.

WHEREAS, the City further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the City further finds that the petition is otherwise valid, and that the public health, safety, and welfare of the City and of the area proposed for annexation will be best served by annexing the area described;

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

1: By virtue of the authority granted by N.C.G.S. 160A-31, as amended, the following described contiguous area is hereby annexed and made part of the City of Hendersonville as of the 6th day of January 2022.

Being all of that real property consisting of Tracts A, B, C & D, shown on that plat recorded on Book 2021 at Page _____ of the Henderson County Registry [to be inserted at recording], said Tracts A, B, C & D being described by metes and bounds as follows:

TRACT A –

BEGINNING AT A CONCRETE MONUMENT (BROKEN TOP) BEING THE NORTHEAST CORNER OF DEED BOOK 1609 PAGE 267, TRACT 5, HAVING NORTH CAROLINA GRID COORDINATES (NAD 83/11) N: 595,655.29': 968,445.31';
THENCE WITH THE WESTERN MARGIN OF A 20' RIGHT OF WAY PER PLAT SLIDE 5548, S 06°48'50" E, A DISTANCE OF 252.95' TO A CONCRETE MONUMENT (BROKEN);
THENCE LEAVING SAID RIGHT OF WAY AND WITH THE PROPERTY OF PROVIDENCE WALK, LLC, S 65°11'07" W, A DISTANCE OF 113.07' TO A CONCRETE MONUMENT;
THENCE FOLLOWING THE PROPERTY OF THE PROVIDENCE WALK, LLC, N 14°59'58" W, A DISTANCE OF 244.69' TO A CONCRETE MONUMENT;
THENCE ALONG THE SOUTH MARGIN OF N. MAIN STREET, N 65°23'23" E, A DISTANCE OF 149.53' TO A CONCRETE MONUMENT; WHICH IS THE POINT OF BEGINNING,
HAVING AN AREA OF 31,639.1 SQUARE FEET, 0.726 ACRES.
BEING ALL OF TRACT A OF AN ANNEXATION SURVEY FOR PROVIDENCE WALK LLC, BY RONALD J. CUTSHALL, NC PLS #L-4563, OF COLE SURVEYING & DESIGN, PA, DATED 10/18/2021.

TRACT B -

BEGINNING AT A CONCRETE MONUMENT, BEING THE NORTHEAST CORNER OF DEED BOOK 3797 PAGE 587, BEING S 65°23'23" E, A DISTANCE OF 149.53' FROM A CONCRETE MONUMENT HAVING NORTH CAROLINA GRID COORDINATES (NAD 83/11) N: 595,655.29': E: 968,445.31';
THENCE FROM THE BEGINNING CORNER, FOLLOWING THE PROPERTY OF THE PROVIDENCE WALK, LLC, S 14°59'58" E, A DISTANCE OF 244.69' TO A CONCRETE MONUMENT;
THENCE FOLLOWING THE PROPERTY OF PROVIDENCE WALK, LLC, S 65°04'25" W, A DISTANCE OF 113.67' TO A #5 NEW IRON REBAR BEING IN THE EASTERN MARGIN OF LAKE STREET, A 20' R/W PER DEED BOOK 476 PG 277;
THENCE WITH THE MARGIN OF SAID RIGHT OF WAY, N 45°32'33" W, PASSING A (REFERENCE) NEW IRON REBAR A DISTANCE OF 258.72, A TOTAL DISTANCE OF 262.00' TO A CALCULATED POINT IN THE SOUTH MARGIN OF N. MAIN STREET;
THENCE WITH THE SOUTH MARGIN OF N. MAIN STREET, N 66°02'34" E, A DISTANCE OF 248.14' TO A CONCRETE MONUMENT; WHICH IS THE POINT OF BEGINNING,
HAVING AN AREA OF 1.01 ACRES.
BEING ALL OF TRACT B OF AN ANNEXATION SURVEY FOR PROVIDENCE WALK, LLC BY RONALD J. CUTSHALL, NC PLS #L-4563, OF COLE SURVEYING & DESIGN, PA, DATED 10/18/2021.

TRACT C -

BEGINNING AT A CONCRETE MONUMENT (BROKEN), BEING THE NORTHEAST CORNER OF DEED BOOK 1424 PAGE 576, BEING S 06°48'50" E, A DISTANCE OF 252.95' FROM A CONCRETE MONUMENT HAVING NORTH CAROLINA GRID COORDINATES (NAD 83/11) N: 595,655.29' E: 968,445.31';
THENCE RUNNING FROM THE BEGINNING CORNER, WITH THE WESTERN MARGIN OF A 20' RIGHT OF WAY PER PLAT SLIDE 5548 S 06°44'04" E, A DISTANCE OF 338.51' TO A #5 NEW IRON REBAR, BEING IN THE EASTERN MARGIN OF LAKE STREET, A 20' R/W PER DEED BOOK 476 PG 277;

THENCE WITH THE SAID MARGIN OF 20' RIGHT OF WAY, N 45°32'33" W, A DISTANCE OF 343.83' TO A NEW #5 IRON REBAR;
 THENCE FOLLOWING THE PROPERTY OF THE PROVIDENCE WALK, LLC, N 65°04'25" E, A DISTANCE OF 113.67' TO A CONCRETE MONUMENT;
 THENCE FOLLOWING THE PROPERTY OF PROVIDENCE WALK, LLC, N 65°11'07" E, A DISTANCE OF 113.07' TO A CONCRETE MONUMENT (BROKEN); WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 36,484.8 SQUARE FEET, 0.84 ACRES
 BEING ALL OF TRACT C OF AN ANNEXATION SURVEY FOR PROVIDENCE WALK LLC, BY RONALD J. CUTSHALL, NC PLS #L-4563, OF COLE SURVEYING & DESIGN, PA, DATED 10/18/2021.

TRACT D -

BEGINNING AT A ½" EXISTING IRON PIPE, IN THE LINE OF 601 DUNCAN HILL, LLC, HAVING NORTH CAROLINA GRID COORDINATES (NAD 83/11) N: 594,363.81' E: 968,748.86;
 THENCE WITH THE PROPERTY OF 601 DUNCAN HILL, LLC S 45°54'42" W, A DISTANCE OF 390.82' TO A NEW IRON REBAR AT THE NORTH SIDE OF BAT FORK CREEK;
 THENCE CONTINUING WITH THE PROPERTY OF 601 DUNCAN HILL, S 60°02'44" E, A DISTANCE OF 248.31' TO AN UNMARKED POINT IN BAT FORK CREEK;
 THENCE CONTINUING WITH THE PROPERTY OF 601 DUNCAN HILL, S 47°06'19" W, PASSING A #5 EXISTING IRON REBAR AT 52.64', AND PASSING ANOTHER #5 NEW IRON REBAR A DISTANCE OF 348.10', FOR A TOTAL DISTANCE OF 452.55' TO AN UNMARKED POINT IN MUD CREEK;
 THENCE WITH MUD CREEK AND PROPERTY OF THE CITY OF HENDERSONVILLE, N 42°19'28" W, A DISTANCE OF 351.21' TO AN UNMARKED POINT IN MUD CREEK;
 THENCE LEAVING MUD CREEK, CONTINUING WITH THE PROPERTY OF THE CITY OF HENDERSONVILLE, N 46°09'36" E, PASSING A #4 EXISTING IRON REBAR AT A DISTANCE OF 19.79, AND THENCE CROSSING BAT FORK CREEK AND RUNNING WITH THE PROPERTY SHOWN ON PLAT SLIDE 10082, AND PASSING ANOTHER #4 EXISTING IRON REBAR AT A DISTANCE OF 492.97' FOR A TOTAL DISTANCE OF 692.41' TO A #4 EXISTING IRON REBAR;
 THENCE WITH THE PROPERTY SHOWN ON PLAT SLIDE 10082, N 06°44'25" W, A DISTANCE OF 14.06' TO A #5 NEW IRON REBAR, BEING A POINT IN TRACT 2 OF PLAT SLIDE 5648;
 THENCE WITH PLAT SLIDE 5648, S 70°03'12" E, A DISTANCE OF 144.48' TO A ½" EXISTING IRON PIPE; WHICH IS THE POINT OF BEGINNING,
 HAVING AN AREA OF 4.260 ACRES. BEING ALL OF TRACT D OF AN ANNEXATION SURVEY FOR PROVIDENCE WALK LLC, BY RONALD J. CUTSHALL, NC PLS #L-4563, OF COLE SURVEYING & DESIGN, PA, DATED 10/19/2021.

2: Upon and after the sixth day of January 2022, the above-described territory, and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Hendersonville and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10, as amended.

3. The Mayor of the City of Hendersonville shall cause to be recorded in the office of the Register of Deeds of Henderson County and at the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Henderson County Board of Elections, as required by G. S. 163-288.1.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

C. Zoning Text Amendment – Industrial Conditional Zoning District (P21-76-ZTA) – Lew Holloway – Community Development Director

Community Development Director Lew Holloway stated the city has initiated a Zoning Text Amendment to Article V Zoning District Classification, Section 5-12-4 I-1CZD Industrial Conditional Zoning District Classification to allow certain uses which exceed 50,000 square feet to proceed without requiring rezoning to I-1CZD. Director Holloway stated the proposed amendment is reflective of identified obstacles that the CZD process has previously presented in the recruitment of manufacturers to the city. Director Holloway stated the uses which are proposed to be exempt from the CZD process are reflective of those which may be part of a requirement process, in which efficiency of the approval processes becomes a competitive advantage.

Staff presented and discussed with City Council an analysis of the consistency with the relevant portions of the Comprehensive Land Use Plan and the Planning Board's recommendation. Both were

considered by the City Council in addition to supporting maps and documents provided in the agenda packet.

Council Member Jerry Smith inquired who makes the decision of determining the use of property and Director Holloway clarified decisions are made by staff in consultation with the City Attorney depending on the situation where the use does not fit a zoning category. Council Member Smith further inquired regarding change of use upon sale of property and Director Holloway stated a new use would have to go through a CZD process if the use was not currently allowed.

The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General statutes. The public hearing was opened at 7:52 p.m.

Brittany Brady with Partnership for Economic Development addressed City Council stating in order to be competitive with industrial uses the city would want to have to rezone a property. Ms. Brady stated prospective investors look for properties already zoned to fit their needs and said this amendment would give the City an advantage.

Lynne Williams of Chadwick Ave. addressed City Council via Zoom electronic software expressing concerns of types of industrial uses allowed in the zoning and requested any use that creates noxious odors or particulates in the air to be prohibited. Ms. Williams asked Council to review the exemption list for environmental safety.

Mayor Barbara G. Volk read aloud digital comments submitted by the following person:

Nancy Bowdish of Park Place Trail submitted digital comments to City Council stating the proposed number of units at the Greenville Highway and Chadwick are too many and would affect traffic and public safety. Ms. Bowdish stated the area is zoned residential and should remain as.

There were no further comments.

The public hearing was closed at 7:55 p.m.

There was no further discussion.

Council Member Jerry Smith moved that City Council approve an Ordinance of The City of Hendersonville City Council to Amend Article 4 -Establishment of Districts: Section 4-5 (e)(2); Article 5 - Zoning District Classifications: Section 5-12, Section 5-12-1. Section 5-12- 4; of the City of Hendersonville Zoning Ordinance to allow certain uses which exceed 50,000 square feet to proceed without requiring rezoning to I-1CZD, as presented, finding that the zoning text amendment is consistent with the Comprehensive Plan Chapter 8, Strategy LU-13.5, Action LU-13.5.3 and that the zoning text amendment is reasonable and in the public interest for the following reasons: that it encourages infill development and redevelopment in areas planned for high intensity development, it fosters the City to better work with partners to attract businesses to planned Business Center Locations and that it allows the City to better work with the Henderson County Partnership for Economic Development and other economic development organizations in overcoming development obstacles for economic development projects that meet the City's Comprehensive Plan goals. A unanimous vote of the Council followed. Motion carried.

Ordinance #O-22-06

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND ARTICLE 4 -ESTABLISHMENT OF DISTRICTS: SECTION 4-5 (e)(2); ARTICLE 5 -ZONING DISTRICT CLASSIFICATIONS: SECTION 5-12, SECTION 5-12-1. SECTION 5-12-4; OF THE CITY OF HENDERSONVILLE ZONING ORDINANCE TO ALLOW CERTAIN USES WHICH EXCEED 50,000 SQUARE FEET TO PROCEED WITHOUT REQUIRING REZONING TO I-1CZD.

WHEREAS, the City of Hendersonville's Planning Board Legislative Committee and Planning Board have reviewed and recommended for adoption a zoning text amendment to allow certain uses which exceed 50,000 square feet to proceed without requiring rezoning to I-1CZD to the City of Hendersonville Zoning Ordinance: and

WHEREAS, the proposed amendment is reflective of identified obstacles that the CZD process has previously presented in the recruitment of manufacturers to the City; and

WHEREAS, City Council desires to promote a diverse local economy which promotes and supports job creation; and

WHEREAS, amending the I-1 uses that require going through the conditional zoning district process represents a response to changing trends and opportunities within manufacturing and economic development in the City of Hendersonville.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina that Article 4 -Establishment of Districts: Section 4-5 (e)(2); Article 5 -Zoning District Classifications: Section 5-12, Section 5-12-1 and, Section 5-12-4; of the City of Hendersonville Zoning Ordinance to allow certain uses which exceed 50,000 square feet to proceed without requiring rezoning to I-1CZD:

ARTICLE IV Establishment of Districts

Section 4-5 Classification of Uses.

4-5 e) Uses Permitted Only Pursuant to a Rezoning to a Conditional Zoning District.

- 1) Any building or structure that exceeds the maximum square footage as stated in a conventional zoning district shall require a rezoning to a conditional zoning district which allows the proposed square footage for the building or structure in order to be permitted.
- 2) Any building or structure that is more than 50,000 square feet of gross floor area shall be required a rezoning to a conditional zoning district which allows the proposed gross square footage for the building. The 50,000 square foot gross floor area threshold for requiring a rezoning to a conditional zoning district is subject to any exemptions established in Article V Zoning District Classifications.

ARTICLE V Zoning District Classifications

Section 5-12 I-1 Industrial Zoning District Classification. This zoning district classification is established for those areas of the City where the principal use of the land is for industrial activities that by their nature may create some nuisance and which are not properly associated with residential, commercial and/or service establishments. This district is also established to preserve areas exhibiting industrial potential. Selected business uses of a convenience character are also permitted in this district. Some of the permitted uses in this district are exempt from the size limitations contained in Section 4-5(e)(2) of the Zoning Ordinance, as is indicated specifically below.

5-12-1 Permitted Uses:

5-12-1 (a) Permitted Uses: The following uses are permitted by right in the I-1 Industrial Zoning District Classification and are not exempted from the size limitations contained in Section 4-5 (e)(2) of this Ordinance, provided that they meet all requirements of this Section and all other requirements established in this Ordinance. SIC references are to the 1987 edition of the Standard Industrial Classification Manual published by the Office of Management and Budget.

Accessory dwelling units subject to Supplementary Standards contained in Section 16-4, below
 Accessory uses & structures
 Agricultural supplies, bulk
 Animal hospitals & clinics subject to Supplementary Standards contained in Section 16-4, below.
 Automobile car washes
 Automobile sales & service
 Automobile paint & body work
~~Bottling plants~~
~~Breweries~~
 Bus stations
 Business services
 Cemeteries, mausoleums, columbariums, memorial gardens, and crematoriums
~~Cideries~~
~~Cideries, hard~~
 Civic centers

Concrete plants
Congregate care facilities, subject to Supplementary Standards contained in Section 16-4, below
Construction trades facilities
Convenience stores with or without gasoline sales
Day care facilities
~~Distilleries~~
Dry cleaning & laundry
Exhibition buildings
Exterminators
Fairgrounds
Farm equipment sales & service
Feed and grain storage
Freight terminals (SIC Groups 40, 41, 42)
~~Food processing establishments, limited to dairy products, bakery products, canneries, and beverage products (SIC codes 202, 203, 205 and 208), not to include slaughtering plants~~
Funeral homes
Golf courses and related activities
Government facilities
~~Greenhouses & commercial nurseries~~
Health clubs and athletic facilities
Heavy equipment, sales, rentals, leases, and service
Heavy equipment storage
Hospitals
Hotels
Laboratories with or without outdoor storage or operations
~~Manufacturing (selected industries) — Those manufacturing industries defined by the following SIC Codes are permitted:~~

Standard Industrial Classification	Industries Excluded	Short Title
202		Food processing: dairy products
203		Food processing: canned, frozen & preserved fruits, vegetable & food specialties
2043		Food processing: cereal breakfast foods
2045		Food processing: prepared flour mixes & doughs
205		Food processing: bakery products
206		Food processing: sugar & confectionery products
207	2077	Food processing: fats & oils
208		Food processing: beverages
2095		Roasted coffee
2096		Potato chips, corn ships & similar snacks
2097		Manufactured ice
2098		Macaroni, spaghetti, vermicelli & noodles
2099		Food preparations, not elsewhere classified
22	226	Textile Mill Products
23		Apparel and other textile products
24	241, 242, 2435, 2436, 2491, 2492	Lumber and wood products
25		Furniture and fixtures
265		Paperboard containers & boxes
267		Converted paper and paperboard products, except containers and boxes
27		Printing, publishing & allied industries
283		Drugs
2844		Perfumes, cosmetics & other toilet preparations
30	301	Rubber & plastic products
323		Glass products, made of purchased glass
326		Pottery & related products
3271		Concrete block & brick
3272		Concrete products, except block & brick

Standard Industrial Classification	Industries Excluded	Short Title
3273		Ready mixed concrete
3297		Non-clay refractories
34	3443, 3449, 345, 346, 347, 348	Fabricated metal products
35		Industrial equipment
36		Electronic & electric equipment
3714		Motor vehicle parts & accessories
3715		Truck trailers
3732		Boat building & repairing
38		Instruments & related products
39		Miscellaneous manufacturing

- Merchandise gaming operations
- ~~Microbreweries~~
- Mini-warehouses
- Mobile food vendors, subject to Supplementary Standards contained in Section 16-4, below
- Motels
- Motor freight terminals
- Nursing homes, subject to Supplementary Standards contained in Section 16-4, below
- Parking lots and parking garages
- Parks
- Passenger transportation terminals
- Personal Services
- Planned residential developments (minor), subject to the requirements of Article VII, below
- Progressive care facilities, subject to Supplementary Standards contained in Section 16-4, below
- Public and semi-public structures
- Publishing and printing establishments
- Radio and television broadcasting studios
- Recreational facilities, commercial, indoor
- Recreational facilities, commercial, outdoor
- Recycling centers
- Religious institutions
- Repair services, miscellaneous
- Research and development with or without outdoor storage and operations
- Residential dwellings
- Rest homes, subject to Supplementary Standards contained in Section 16-4, below
- Restaurants
- Restaurants, drive-in
- Retail stores
- Service stations
- Signs, subject to the provisions of Article XIII
- Storage yards
- Telecommunications antennas, subject to Supplementary Standards contained in Section 16-4, below.
- Telecommunications towers, subject to Supplementary Standards contained in Section 16-4, below.
- Travel trailer sales
- Treatment plants, water and sewer
- Vehicle repair shops with or without outdoor operations and storage
- Vehicle storage areas, not to include junk yards and wrecking yards as defined by NCGS 136-143
- Warehouses
- ~~Wineries~~
- Wholesaling establishments

5-12-1 (b) Permitted Uses: The following uses are permitted by right in the I-1 Industrial Zoning District Classification and are exempt from the size limitations contained in Section 4-5 (e)(2) of this Ordinance, provided that they meet all requirements of this Section and all other requirements

established in this Ordinance. SIC references are to the 1987 edition of the Standard Industrial Classification Manual published by the Office of Management and Budget:

- Accessory uses & structures, when accessory to another permitted use that is also exempt from Section 4-5(e)(2) of the Zoning Ordinance
- Bottling Plants
- Breweries
- Cideries
- Cideries, hard
- Distilleries
- Food processing establishments, limited to dairy products, bakery products, canneries, and beverage products (SIC codes 202, 203, 205 and 208), not to include slaughtering plants
- Greenhouses and commercial nurseries
- Microbreweries
- Wineries
- Manufacturing (selected industries) – Those manufacturing industries defined by the following SIC Codes are permitted:

<u>Standard Industrial Classification</u>	<u>Industries Excluded</u>	<u>Short Title</u>
<u>202</u>		<u>Food processing: dairy products</u>
<u>203</u>		<u>Food processing: canned, frozen & preserved fruits, vegetable & food specialties</u>
<u>2043</u>		<u>Food processing: cereal breakfast foods</u>
<u>2045</u>		<u>Food processing: prepared flour mixes & doughs</u>
<u>205</u>		<u>Food processing: bakery products</u>
<u>206</u>		<u>Food processing: sugar & confectionery products</u>
<u>207</u>	<u>2077</u>	<u>Food processing: fats & oils</u>
<u>208</u>		<u>Food processing: beverages</u>
<u>2095</u>		<u>Roasted coffee</u>
<u>2096</u>		<u>Potato chips, corn ships & similar snacks</u>
<u>2097</u>		<u>Manufactured ice</u>
<u>2098</u>		<u>Macaroni, spaghetti, vermicelli & noodles</u>
<u>2099</u>		<u>Food preparations, not elsewhere classified</u>
<u>22</u>	<u>226</u>	<u>Textile Mill Products</u>
<u>23</u>		<u>Apparel and other textile products</u>
<u>24</u>	<u>241, 242, 2435, 2436, 2491, 2492</u>	<u>Lumber and wood products</u>
<u>25</u>		<u>Furniture and fixtures</u>
<u>265</u>		<u>Paperboard containers & boxes</u>
<u>267</u>		<u>Converted paper and paperboard products, except containers and boxes</u>
<u>27</u>		<u>Printing, publishing & allied industries</u>
<u>283</u>		<u>Drugs</u>
<u>2844</u>		<u>Perfumes, cosmetics & other toilet preparations</u>
<u>30</u>	<u>301</u>	<u>Rubber & plastic products</u>
<u>323</u>		<u>Glass products, made of purchased glass</u>
<u>326</u>		<u>Pottery & related products</u>
<u>3271</u>		<u>Concrete block & brick</u>
<u>3272</u>		<u>Concrete products, except block & brick</u>
<u>3273</u>		<u>Ready-mixed concrete</u>
<u>3297</u>		<u>Non-clay refractories</u>
<u>34</u>	<u>3443, 3449, 345, 346, 347, 348</u>	<u>Fabricated metal products</u>
<u>35</u>		<u>Industrial equipment</u>
<u>36</u>		<u>Electronic & electric equipment</u>

<u>Standard Industrial Classification</u>	<u>Industries Excluded</u>	<u>Short Title</u>
<u>3714</u>		<u>Motor vehicle parts & accessories</u>
<u>3715</u>		<u>Truck trailers</u>
<u>3732</u>		<u>Boat building & repairing</u>
<u>38</u>		<u>Instruments & related products</u>
<u>39</u>		<u>Miscellaneous manufacturing</u>

Section 5-12-4 I-1CZD Industrial Conditional Zoning District Classification. The purpose and requirements of this zoning district classification are identical to the I-1 Industrial Zoning District Classification except that rezoning to I-1 Conditional Zoning District as provided for in Article VII herein, is required as a prerequisite to any use or development. The following uses shall be permitted in the I-1 Industrial Conditional Zoning District Classification only upon rezoning to I-1CZD.

- Day centers
- Shelter facilities
- Permitted uses for the I-1 Industrial Zoning District Classification as specified in Section 5-12-1, above
- Special Uses for the I-1 Industrial Zoning District Classification as specified in Section 5-12-2, above
- Development or redevelopment involving more than 50,000 square feet of floor area unless exempted in Section 5-12-1 (b), above

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

D. Rezoning: Conditional Rezoning: Hendersonville Home 2 (P21-73-CZD) – Alexandra Hunt, Planner I

Community Development Planner Alexandra Hunt stated the city is in receipt of an application for a Conditional Rezoning from Sugarloaf Hospitality LLC to rezone property along Sugarloaf Road (PIN: 9579-56-7956) from PCD Planned Commercial Development to PCD CZD Planned Commercial Development, Conditional Zoning District. Ms. Hunt stated the purpose of the request is to construct a four-story hotel and meeting room. Ms. Hunt stated a special use permit was issued by Council in August 2018 for this project.

Staff presented and discussed with City Council an analysis of the consistency with the relevant portions of the Comprehensive Land Use Plan and the Planning Board’s recommendation. Both were considered by the City Council in addition to supporting maps and documents provided in the agenda packet.

Staff presented and discussed with City Council an analysis of the consistency with the relevant portions of the Comprehensive Land Use Plan and the Planning Board’s recommendation. Both were considered by the City Council in addition to supporting maps and documents provided in the agenda packet

Council Member Dr. Jennifer Hensley clarified there is a draft lighting ordinance going before the Planning Board next week in which the Lighting Committee has added elements to and expressed concerns of which lighting conditions were to be followed. Council Member Lyndsey Simpson concurred.

Sanjay Patel of Sugarloaf Hospitality Inc. Developer addressed City Council in support of approval for the project. Mr. Patel discussed the project and provided a Dark Sky Lighting diagram. Mr. Patel requested Council grant a height exemption from the previously approved 48 feet to 55 ½ feet to

accommodate the logo and design on the building face. Mr. Patel stated the main part of building is 46 feet and he said there is a logo and design that extends a little past this.

The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General statutes. The public hearing was opened at 8:15 p.m.

Lynne Williams of Chadwick Ave. addressed City Council via Zoom electronic software expressing concerns of concerns of the developer's actions. Ms. Williams stated her understanding is that the developer began clearing the land while permits were expired. Ms. Williams inquired regarding a buffer requirement near a blue line stream and of consideration of a three-sided buffer as recommended by the Tree Board.

Ken Fitch of Patton Street addressed City Council via Zoom electronic software apologizing for previous comments and said he understands staff is directed to follow certain procedures. Mayor Volk asked Mr. Fitch to keep his comments specific to this hearing. Mr. Fitch stated the area for this project is appropriate for this type of venture.

There were no further comments.

The public hearing was closed at 8:22p.m.

Council Member Jerry Smith inquired regarding the buffer requirements and Mr. Patel stated the parking area would be greatly reduced if this were required on all four sides. Mr. Patel stated they have plans to install vegetation in the parking lot location.

Council Member Dr. Jennifer Hensley clarified the lighting condition the developer is agreeing to, and Mr. Patel consented to amending the lighting requirement language to read "developers proposed dark sky initiative plan as presented".

Council Member Lyndsey Simpson moved the City Council APPROVE the adoption of an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PIN: 9579-56-7956) from PCD (Planned Commercial Development) Zoning to PCD CZD (Planned Commercial Development, Conditional Zoning District) based on the site plan submitted by the applicant and subject to the following:

Permitted Uses shall include:

- 1) Hotels & Motels***

Conditions that shall be satisfied prior to final site plan approval include:

City initiated:

- 1) Provide a pedestrian walkway between the Day in the Country parking lot and the proposed hotel parking lot.***
- 2) Provide elevations of the proposed hotel prior to City Council.***
- 3) If a reinforced soil slope is used, to provide that appropriate native sedges, grasses, herbaceous and wood ground covers, and low shrubs be used on the slope. No turf grasses are to be used.***

Developer Initiated:

- 1) Provide a 25ft Type C buffer as prescribed in Section 15-6 but without any fencing or walls along the eastern border of the project site.***
- 2) The height limitation in PCD CZD should be increased from 48 ft to 55 ½ ft.***
- 3) The lighting plan as presented by the developer be followed.***

Finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map designation of Regional Activity Center and that the rezoning is reasonable and in the public

interest for the following reasons: that the site is in close proximity to a major interstate exit and the existing commercial uses on Sugarloaf, including three other hotels currently operating in close proximity to the site. A unanimous vote of the Council followed. Motion carried.

Ordinance #O-22-07

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCEL 9579-26-7956 BY CHANGING THE ZONING DESIGNATION FROM PCD, PLANNED COMMERCIAL DEVELOPMENT TO PCD CZD PLANNED COMMERCIAL DEVELOPMENT, CONDITIONAL ZONING DISTRICT

IN RE: Parcel Number(s): 9579-56-7956 – Hendersonville Home 2.
(File # P21-73-CZD)

WHEREAS, the City is in receipt of a Conditional Rezoning application from Sanjay Patel (applicant) and Sugarloaf Hospitality LLC (owner) for the development of a four-story hotel and meeting room on approximately 2.3 acres, and

WHEREAS, the Planning Board took up this application at its regular meeting on December 13th, 2021; voting unanimously to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on January 6th, 2022, and

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

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel number 9579-56-7956 from PCD Planned Commercial Development to PCD CZD Planned Commercial Development, Conditional Zoning District
2. Development of the parcel shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina, and shall be based on the site plan submitted by the applicant and subject to the following:

Permitted Uses shall include:

- i. Hotels & Motels

Conditions that shall be satisfied prior to final site plan approval include:

City initiated:

- i. Provide a pedestrian walkway between the Day In the Country parking lot and the proposed hotel parking lot.
- ii. Provide elevations of the proposed hotel prior to City Council.
- iii. If a reinforced soil slope is used, to provide that appropriate native sedges, grasses, herbaceous and wood ground covers, and low shrubs be used on the slope. No turf grasses are to be used.

Developer initiated:

1. Provide a 25ft Type C buffer as prescribed in Section 15-6 but without any fencing or walls along the eastern border of the project site.
2. The height limitation in PCD CZD should be increased from 48 ft to 55 ½ ft
3. The lighting plan submitted by the developer be followed.

This ordinance shall not be effective until the stipulated list of conditions is consented to in writing by the applicant and all owners of the subject property. Upon such written consent, this ordinance shall be effective retroactive to the date of its adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

E. Rezoning: Conditional Rezoning: 137 & 139 E. Central St. (P21-72-CZD) – Lew Holloway, Director & Alexandra Hunt, Planner I

Community Development Director Lew Holloway stated the City is in receipt of an application from William A. Pace Jr. to add Automotive Paint & Body and the permitted uses from the C-2 Secondary Business Zoning District listed below, to the property located at 137 & 139 E. Central St. (PIN: 9578-24-9710) to the existing C-2 CZD Zoning District. Director Holloway outlined the permitted uses to be added and clarified this is not a change to the site plan which was approved on April 2, 2020 and said this is solely a change to the allowable uses and said the building has already been constructed.

Staff presented and discussed with City Council an analysis of the consistency with the relevant portions of the Comprehensive Land Use Plan and the Planning Board's recommendation. Both were considered by the City Council in addition to supporting maps and documents provided in the agenda packet.

Mr. Pace addressed City Council stating he is requesting additional uses to attract a prospective tenant.

The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General statutes. The public hearing was opened at 8:38p.m.

There were no comments.

The public hearing was closed at 8:38 p.m.

Council Member

Council Member Debbie O'Neal-Roundtree moved the City Council move the City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PIN: 9578-24-9710) from C-2 CZD (Secondary Business, Conditional Zoning District) Zoning to C-2 CZD (Secondary Business, Conditional Zoning District) based on the application submitted by the applicant. Finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map designation of High Intensity Neighborhood and that the rezoning is reasonable and in the public interest for the following reasons: that the request includes no modifications to the site plan, only additional proposed uses for the existing building on site and the site was previously approved for both "Light Manufacturing" and "Repair Services," proposed additional uses and target use of automotive paint and body to not present a greater potential impact to surrounding properties. A unanimous vote of the Council followed. Motion carried.

Ordinance #O-22-08

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCEL 9578-24-9710 BY CHANGING THE ZONING DESIGNATION FROM C-2 CZD SECONDARY BUSINESS, CONDITIONAL ZONING DISTRICT TO C-2 CZD SECONDARY BUSINESS CONDITIONAL ZONING DISTRICT

IN RE: Parcel Numbers: 9578-24-9710 – 137 & 137 E. Central St.
(File # P21-72-CZD)

WHEREAS, the City Council adopted Ordinance #18-070749, An Ordinance Amending the Official Zoning Map of the City of Hendersonville which rezoned Parcel Number 9578-24-9710 (previously, 9578-24-8681) from City of Hendersonville R-15 Medium Density Residential to C-3 CZD, Highway Business Conditional Zoning District; and

WHEREAS, the City adopted Ordinance #20-0427, An Ordinance Amending the Official Zoning Map of the City of Hendersonville which rezoned Parcel Number 9578-24-9710 9710 (previously, 9578-24-8681) from City of Hendersonville C-3 CZD Highway Business Conditional Zoning District to C-2 CZD, Secondary Business Conditional Zoning District; and

WHEREAS, the City is in receipt of a Conditional Rezoning Application from William A. Pace, Jr. (Applicant) and William A. Pace Jr. LLC (Property Owner) for the subject parcel, consisting of the addition of Automotive Paint & Body and certain permitted uses in the C-2 Secondary Business Zoning District to the approved list of uses for the Conditional Zoning District at the subject property, and

WHEREAS, the Planning Board took up this application at its regular meeting on December 13th, 2021; voting unanimously to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on January 6th, 2022, and

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

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel number 9578-24-9410 from C-2 CZD Secondary Business, Conditional Zoning District to C-2 CZD Secondary Business Conditional Zoning District
2. Development of the parcel shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina, and shall be based on the site plan submitted by the applicant and subject to the following:
 - a) Permitted Uses shall include:
 - i. Accessory uses & structures
 - ii. Animal hospitals & clinics so long as the use contains no outdoor kennels
 - iii. Automobile car washes
 - iv. Automobile sales & service establishments
 - v. Banks and other financial institutions
 - vi. Bed & breakfast facilities
 - vii. Cultural arts buildings
 - viii. Dance and fitness facilities
 - ix. Dry cleaning and laundry establishments containing less than 6,000 ft² square feet of floor area
 - x. Farm equipment sales & service
 - xi. Funeral homes
 - xii. Laundries, coin-operated
 - xiii. Microbreweries, subject to special requirements Supplementary Standards contained in Section 16-4, below
 - xiv. Mobile food vendors, subject to special requirements Supplementary Standards contained in Section 16-4, below
 - xv. Music and art studios
 - xvi. Neighborhood community centers
 - xvii. Newspaper offices and printing establishments
 - xviii. Offices, business, professional and public
 - xix. Parking lots and parking garages
 - xx. Parks
 - xxi. Progressive care facilities subject to special requirements Supplementary Standards contained in Section 16-4, below
 - xxii. Restaurants
 - xxiii. Retail stores
 - xxiv. Schools, post-secondary, business, technical and vocational
 - xxv. Schools, primary & secondary
 - xxvi. Signs, subject to the provisions of Article XIII
 - xxvii. Theaters, indoor

3. This ordinance shall not be effective until the stipulated list of conditions is consented to in writing by the applicant and all owners of the subject property. Upon such written consent, this ordinance shall be effective retroactive to the date of its adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

8. UNFINISHED BUSINESS

There was no unfinished business.

9. NEW BUSINESS

A. Discussion - Designation of a Planner to Represent Residents' Views in Zoning, Rezoning and Conditional Zoning Public Hearings

Council Member Jerry Smith stated he feels it appears Council is on the side of the developer during contentious development hearings and proposed assigning a staff member to lead communications during neighborhood compatibility and planning board meetings between parties for more transparency. Council Member Smith stated he has discussed this with the City Manager and wanted to pose it to Council for additional feedback.

Council Member Lyndsey Simpson stated the ESB is working on a sustainability plan and stated there is a position within city staff to focus on environmental concerns from residents and proposed this could be a part of the discussions surrounding stormwater and other environmental sustainability. Council Member Simpson said she could have more information to present to Council at their retreat for consideration.

Mayor Barbara G. Volk stated she does not feel there is need of a staff person to represent residents and said the residents have been very articulate and capable in presenting their positions to Council. Council Member Smith agreed but stated he feels the power point presentations appear to be supportive of the developer and not reflective of resident's concerns. Mayor Volk stated the presentations should be neutral and include ordinance requirements.

Council Member Dr. Jennifer Hensley stated she has practical and legal concerns and said she would be interested to know of any other municipalities using taxpayer funds to advocate land issues for private citizens. Council Member Hensley stated citizens are provided with numerous opportunities for input as required by ordinance and said if Council has issues with the ordinances, then those should be addressed. Council Member Hensley stated she feels the developers go through an extensive process and said she does support consideration of an environmental staff position to offer a professional opinion. Council Member Hensley stated she feels the Council is the voice of the residents.

Council Member Jerry Smith inquired whether or not Council would allow presentations created by Council Members during hearings.

City Manager John Connet reminded everyone that Council must base their decisions on city ordinances and the comprehensive plan. Manager Connet stated if a sustainability position were to be considered it would need to be included in the comprehensive plan and said staff has concerns of a challenge to a decision if Council Members provide information to citizens to present and said this could be used against the city in a court hearing if it were to be challenged.

Attorney Angela S. Beeker expressed concerns of setting up internal conflict between staff, individual council persons with staff, and of staff advocating for one group versus another.

There was no further discussion.

B. Discussion - Change in Meeting Schedule During Municipal Election Years

Council Member Jerry Smith requested City Council consider not holding any meetings during the City of Hendersonville primary or general election days. Council Member Smith explained if the election is on Tuesday and the Council meeting takes place the following Thursday, he feels that meeting should be moved to the following week and not be held in the same week as election or primary.

Mayor Volk stated she does not feel the City should change the schedule to benefit for persons running for office but agreed with not holding any municipal meetings on election days.

Council Member Dr. Jennifer Hensley stated she never considered this aspect of it but said she is more concerned about confusion and disarray and does not support changing the regular meeting schedule but agreed with not holding any municipal meetings on election days.

Council Member Lyndsey Simpson stated she does agree with not scheduling any advisory meetings on election day(s) to allow community members to focus on voting.

Council Member Jerry Smith moved that the City of Hendersonville not conduct municipal meetings on primary or election day dates. A unanimous vote of the Council followed. Motion Carried.

Mayor Volk clarified this is guidance for staff for meeting preparations.

C. Approval of a Resolution Authorizing the Use of the Design/ Build Delivery Method to Construct the New Laura B. Corn Mini Golf – John Connet, City Manager

City Manager John Connet presented a rendering of Edwards Park and clarified there is no plans to remove the existing Boy Scout buildings or trees and said staff may look at ways to enhance this section. Manager Connet recalled earlier public comments regarding historic designation of this site and said those comments refer to a state law that would require an extensive review process. Manager Connet stated the city is not using federal or state funds on this project, so it is not subject to this type of review. Manager Connet provided the project description as follows:

Construct a new Fire Station #1 on the existing site and Boyd Park area.
Relocate existing tennis courts to Patton Park.
Relocate Laura E. Corn Mini-Golf to Edwards Park.

Manager Connet recalled prior discussions which began in 2017 and outlined the transition of this project to current day and stated the GIS Station Location Analysis provided information for the location of a new fire station which would ensure adequate response times for emergency calls in relation to the area. Manager Connet also discussed alternative options but said none could meet the criteria for safe response as outlined in the GIS Station Location Analysis.

Manager Connet provided the following project timeline:

Demolition of Patton Park handball courts to begin immediately.
Fire Station #1 is in the final design development stage.
Mini-golf and tennis courts will close after Labor Day 2022.
Construction will begin in September 2022.
Goal is to have the new Laura E. Corn Mini-Golf open by June 2023.
Goal is to have tennis courts open in late 2022 pending immediate demolition of the handball courts.

Manager Connet discussed the various types of approved methods to build facilities and discussed mini-golf construction and said staff is proposing to hire one contractor to design and construct this facility as it is a specialty type of facility. Manager Connet stated staff is proposing to utilize Edifice Contracting to coordinate construction activities on both sites and said there could be cost savings with this arrangement as some of the work may be able to be performed simultaneously on both sites. Manager Connet discussed mini-golf design stating staff are recommending preservation of much of the existing mini-golf and regional elements, initiation of a community input meeting for comments on design, and to preserve Laura Corn's belief that the mini-golf is more about children, families, and the community than the game itself.

Council Member Jerry Smith requested the following language be added to the resolution in section 1: "and include design elements of the existing mini-golf course along with the natural and cultural features of Western North Carolina". Council Members concurred.

Council Member Jerry Smith moved that the City Council adopt the Resolution by The City of Hendersonville City Council To Authorize The Use Of The Design-Build Delivery Method For The New Laura E. Corn Mini Golf Pursuant To § 143-128.1a along with the noted modifications. A unanimous vote of the Council followed. Motion carried.

Resolution #R-22-12

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE USE OF THE DESIGN-BUILD DELIVERY METHOD FOR THE NEW LAURA E. CORN MINI GOLF PURSUANT TO § 143-128.1A

WHEREAS, the City is relocating the Laura E. Corn Mini Golf from Boyd Park to Edwards Park and wishes to utilize the design-build construction delivery method to construct the new mini golf recreational facility within Edwards Park; and

WHEREAS, § 143-128.1A (b) requires the City to establish in writing the criteria used for determining the circumstances under which the design-build method is appropriate; and

WHEREAS, the City of Hendersonville wishes to utilize the design-build construction delivery- method for the following reasons:

1. The City wishes to construct an American with Disability Act (ADA) accessible eighteen-hole mini golf facility that will honor the legacy of Laura E. Corn and include design elements of the existing mini-golf course along with the natural and cultural features of Western North Carolina.
2. The mini-golf facility must be seamlessly integrated into the greater design concept for Edwards Park, and the design-builder must be able to coordinate the delivery of the design-build services for the mini-golf component with the design and construction of Edwards Park.
3. It is the Cities desire to construct the mini-golf facility within an eight-month time window. The City desires to begin construction on September 1, 2022 and complete construction on May 15, 2023. This will ensure that residents and visitors can enjoy the mini golf facility without interruption.
4. The City has consulted with design consultants (ADW Architecture) and construction professionals (Edifice Contractors) who are providing the design and construction management at risk services for the greater Edwards Park and has determined that mini golf design and construction is a specialized service offered by few companies, that mini-golf design and construction is typically done through a design-build process rather than through traditional construction methods, and that in order to get a high-quality product the City should contract with one of these design-build companies to construct the new Laura E. Corn Mini Golf component of Edwards Park to include elements of the existing mini-golf.
5. The City will contract with ADW Architecture and Edifice Contractors to assist with the preparation of the request for proposals so that the project requirements are adequately and thoroughly defined and to assist with the management of the mini golf design-build process.
6. The City will make a good-faith effort to comply with § 143-128.2 (Minority Business Participation and § 143-128.4 (Historically Underutilized Businesses), as applicable, and to recruit and select small business entities. In additional to traditional project advertisement, the City will advertise on the State of North Carolina's Historical Underutilized Businesses website and in minority business publications.
7. The City has reviewed the criteria for separate-prime bidding, single-prime bidding and construction management at risks contracts and determined that due to project scope, complexity, and time constraints that the design-build delivery method is appropriate for the construction of the new Laura E. Corn Mini Golf for the following reasons:
 - a. The design and construction of mini-golf facilities is a highly specialized industry, with a limited availability of contractors performing this type of work.
 - b. The traditional design-bid-build method would not allow the City to receive the specialized services necessary to deliver the highest quality mini-golf facility.
 - c. The construction management at risk type of bid process would not allow the City to use the design-build process that is typical in the mini-golf industry.

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

1. The City Manager, City Attorney and Purchasing Manager are hereby authorized to issue a Request for Qualifications (RFQ) for a design-build contractor to construct the new Laura E. Corn Mini Golf course, to be integrated into the overall design and construction of Edwards Park.
2. The City shall make a good faith effort to comply with NCGS §§ 143-128.2 and 143-128.4, as applicable, and to recruit and select small business entities. Additionally, this RFQ shall be advertised in publications that attract minority business and historically underutilized business consideration and shall be sent to design professionals and contractors listed on the City's bid solicitation lists.

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

1. The City Manager, City Attorney and Purchasing Manager are hereby authorized to issue a Request for Qualifications (RFQ) for a design-build contractor to construct the new Laura B. Corn Mini Golf course, to be integrated into the overall design and construction of Edwards Park.
2. The City shall make a good faith effort to comply with NCGS §§ 143-128.2 and 143-128.4, as applicable, and to recruit and select small business entities. Additionally, this RFQ shall be advertised in publications that attract minority business and historically underutilized business consideration and shall be sent to design professionals and contractors listed on the City's bid solicitation lists.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

D. Discussion Regarding Pedestrian Safety Improvements at 6th Avenue and Oak Street – *John Connet, City Manager and Brent Detwiler, City Engineer*

City Manager John Connet acknowledged concerns received from constituents regarding safety of this intersection and recalled a 2018 study and recommendations for pedestrian improvements as well as discussions with the YMCA. Manager Connet discussed several designs included in the prior studies and said within the last year NCDOT has studied many intersections identifying specific locations where there may be vehicle pedestrian conflict and said they recommended installing a center refuge on Oak Street. Manager Connet stated this may be an opportunity if Council is interested in addressing this intersection in a variety of ways and said the city could apply for funding through MPO for pedestrian improvements. City Engineer Brent Detwiler has scheduled a meeting with NCDOT to discuss other opportunities and funding. Council Members expressed interest in aligning and installation of a light in this area and directed staff to provide additional information regarding intersections of concern in the city identified by NCDOT and to reach out to the YMCA before a formal recommendation is made.

E. Request from Interfaith Assistance Ministries for Additional Utility Bill Assistance Funding – *John Connet, City Manager*

City Manager John Connet stated Interfaith Assistance Ministries (IAM) has contacted him requesting additional utility bill assistance funding. Manager Connet stated they are in a deficit and are transferring funds from other necessary programs to assist with utility bills. Manager Connet recalled the initial request for funding from IAM being \$20,000 and City Council approving \$8,000. Manager Connet stated there were discussions at the time surrounding utilizing ARP funding before the rules changed and said he feels they have extended themselves based on that conversation and he would recommend increasing the total appropriation to \$18,000. Manager Connet stated he has had conversations with IAM to advise them regarding the availability of utility assistance through the Department of Social Services and to direct requests there for assistance.

Council Member Dr. Jennifer Hensley stated the goal is to encourage persons to utilize the available grant funds in lieu of city funds and to discourage persons for incurring two- or three-thousand-dollar utility bills.

Council Member Lyndsey Simpson moved that the City Council increase Interfaith Assistance Ministries 2021-2022 Special Appropriations Funding from \$8,000 up to \$18,000 and to direct staff to coordinate with IAM to direct persons to apply for utility bill assistance funding through the Department of Social Services. A unanimous vote of the Council followed. Motion carried.

F. Contingent Contract Award of the French Broad River Intake and Pumping Station Project – *Brent Detwiler, City Engineer*

The French Broad River Intake & Pumping Station Project consists of construction of raw water supply facilities including raw water intake structure with three fixed mechanically cleaned trash racks; raw water pumping station with three vertical diffusion vane pumps, surge tank and compressor, and a traveling bridge crane; standby power; and site work. City Engineer Brent Detwiler stated two formal bids were received on September 29, 2021 and said as required by N.C.G.S. § 143-132, the project was rebid, with two bids being received again on October 14, 2021 with the following results:

Crowder Construction Company - \$18,782,200.00

Kiewit Infrastructure South Co. - \$19,619,000.00

Mr. Detwiler noted that the final award will be contingent upon the approval of the North Carolina Department of Environmental Quality and the approval of additional funding request by the North Carolina Local Government Commission. He said the State Water Infrastructure Authority has already approved the additional funding request.

There were no questions.

Council Member Dr. Jennifer Hensley moved that City Council adopt the Resolution by the City of Hendersonville City Council to Authorize the City Manager to Enter into a Contract for the Construction of the French Broad River Intake & Pump Station as presented and recommended by staff. A unanimous vote of the Council followed. Motion carried.

Resolution #R-22-13

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF THE FRENCH BROAD RIVER INTAKE & PUMP STATION

WHEREAS, the French Broad River Intake and Pumping Station (DWSRF Project No. WIF1940) is intended as a redundant source of non-potable water to improve the resiliency of the Water Treatment Facility general operations. The intake and pumping station is also designed for future expansion to serve future water demands within the City's water service area. The new water source associated with this project will be utilized as needed for maintenance as well as interchangeably with existing raw water sources during normal operations. The City will have the flexibility to operate one or all of its raw water sources simultaneously as required to adjust to changing conditions and treatment needs.

WHEREAS, bids were scheduled to be received at 2:00 p.m., September 9th, 2021, for the French Broad River Intake and Pumping Station Project but fewer than three bids were offered; and

WHEREAS, North Carolina General Statute (N.C.G.S.) 143-132(a) requires a minimum of three bids for formal construction and repair contracts and N.C.G.S. 143-129 authorizes the project to be re-advertised; and

WHEREAS, after proper re-advertisement, two bids were received and publicly opened by the City of Hendersonville at 2:00 p.m. on October 14th, 2021 and the following bids were received; and

Name of Contractor	Amount
1. Crowder Construction Company	\$18,782,200.00
2. Kiewit Infrastructure South Co.	\$19,619,000.00

WHEREAS, Black and Veatch Consulting Engineers reviewed each bid for completeness and accuracy. Crowder Construction Company was the lowest responsive, responsible bidder in the total bid amount of \$18,782,200.00, and

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

1. The City Manager is authorized to award and execute a contract for the construction of the French Broad River Intake & Pumping Station Project (DWSRF Project No. WIF1940) to Crowder Construction Company, the lowest responsive and responsible bidder, in the total amount of \$18,782,200.00.
2. The City Manager's authority to award and execute the construction contract granted by this Resolution in paragraph 1 above is contingent upon the approval of the North Carolina Department of Environmental Quality and the approval of additional funding request by the North Carolina Local Government Commission.
3. The City Manager is authorized to approve change orders which, cumulatively, do not exceed 10% of the approved contract amount of \$18,782,200.00, provided however that any necessary budget ordinance or project ordinance amendments must be brought back to the City Council for approval, and provided that such change orders are approved by the NCDEQ or the NCLCG if required by applicable laws or program regulations.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of January 2022.

/s/Barbara G. Volk, Mayor

Attest: /s/Angela L. Reece, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

10. CITY COUNCIL COMMENTS

There were no comments.

11. CITY MANAGER REPORT – *John F. Connet, City Manager*

City Manager John Connet stated staff are planning public input sessions for ARP funding and said staff are meeting with area organizations for planning and will be providing additional information.

12. CLOSED SESSION

At 9:28 p.m. Council Member Lyndsey Simpson moved that City Council enter into closed session pursuant to NCGS § 143-318.11(a) (1), (3) and (4) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and public body, which privilege is hereby acknowledged and to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. A unanimous vote of the Council followed. Motion carried.

At 10:31 p.m. Council Member Lyndsey Simpson moved that City Council return to open session. A unanimous vote of the Council followed. Motion carried.

13. ADJOURN

There being no further business, the meeting was adjourned at 10:32 p.m. upon unanimous assent of the Council.

Barbara G. Volk, Mayor

ATTEST:

Angela L. Reece, City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Buchanan

MEETING DATE: 2/10/22

AGENDA SECTION: Consent

DEPARTMENT: Finance

TITLE OF ITEM: Approval of General Fund Vehicle and Equipment Financing Agreement – *John Buchanan Finance Director*

SUGGESTED MOTION(S):

I move that City Council approve the Resolution Approving Financing Terms For The Purchase Of Vehicles And Equipment For The General Fund not to exceed \$639,400 for a term of 4 years.

SUMMARY:

As detailed in the Capital Improvement Plan, the City has or will purchase vehicles and equipment totaling \$639,400 this fiscal year in the General Fund. Staff issued a Request for Proposals for financing of these purchases on December 18, 2021. Three proposals were received and Santander Bank provided the lowest rates of the proposals received.

We submit the Santander Bank proposal for your approval.

BUDGET IMPACT: \$82,411

Is this expenditure approved in the current fiscal year budget? First Payment (June 2022)

If no, describe how it will be funded. n/a

ATTACHMENTS:

Summary of proposals received

Santander Bank Proposal

City of Hendersonville
FY 2022 GF Equipment Financing
1/18/2022

Bank	Rate	Loan Term	Total D/S	Fees	Prepayment	Additional Terms
Santander	1.48	4	\$658,948	\$ -	after 1st year on any payment date	
HomeTrust	1.740	4	\$663,351			
First Citizens Bank	1.750	4	\$663,881			
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		



18685 Main Street, Suite 101-601
Huntington Beach • CA • 92648

VIA ELECTRONIC MAIL

January 14, 2022

John Buchanan
Finance Director
City of Hendersonville
160 Sixth Avenue E
Hendersonville, NC 28792

RE: RFP #20221008004 (Installment Financing Agreement)

Dear Mr. Buchanan,

Santander Bank is pleased to submit the following proposal for your review and acceptance. Our proposed terms and conditions are as follows:

Company Overview: Santander Bank is a market leader in providing cost-effective financing to public entities nationwide. With over \$3 billion in financings we have the knowledge, flexibility and financial strength that is unmatched in the finance industry.

Our public finance team of professionals has a thorough understanding of the municipal market to ensure transactions are completed quickly, efficiently and cost effectively.

Santander Bank was founded in Northern Spain in 1857, with over \$1.7 trillion in assets. Santander is one of the world's strongest, safest and most successful banks and has grown to become one of the five largest banks in the world by profit.

Structure: Installment Financing Agreement ("IFA")

Borrower: City of Hendersonville, NC ("City")

Lender: Santander Bank, N.A. ("Santander")

Equipment: (5) Vehicles per Bid Specs

Amount Financed: \$630,440.00

Projected Closing Date: February 18, 2022

Interest Rates: 4 Years @ 1.48%

- Interest rates are valid thru closing on or before 2/28/2022;
- Semi-annual payments with the 1st payment due 07/01/2022.

Financing Proposal
Santander Bank
January 14, 2022
Page 2 of 3

Prepayment Terms: The City may prepay the IFA with no prepayment premium on any payment date after the 1st anniversary date of the IFA.

Escrow Agreement: Santander will establish an Internal Escrow account for the IFA. In this case, there will be no fee assessed to the City for establishing the Internal Escrow account. All interest earnings shall be retained by Santander in consideration of managing the Internal Escrow account.

Tax Assumption: Interest income received by Santander will be exempt from Federal and State Income Tax.

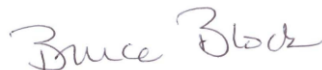
Credit Review: Upon award by the City, Santander will complete the credit approval process after receiving a complete credit package which consists of the last (2) years audited financial statements, most recent approved budget, vendor quote(s) and an executed Financing Application.

Fees/Closing Costs: None other than those listed herein, however the City will be responsible for any fees or expenses with respect to its (i) legal counsel, and (ii) permits, registration and title fees, if any. Santander is willing to finance any expenses related to closing the transaction.

This proposal is subject to final credit approval and final documentation. Please feel free to call me at 631-531-0626 with any questions or further clarification.

Thank you for the opportunity to present this proposal.

Sincerely,



Bruce Block
Senior Vice President

Financing Proposal
Santander Bank
January 14, 2022
Page 3 of 3

Amortization Schedule

4 Years @ 1.48%

	Date	Payment	Interest	Principal	Balance
	2/18/2022				630,440.00
1	7/1/2022	81,295.55	3,447.11	77,848.44	552,591.56
2	1/1/2023	81,295.55	4,089.18	77,206.37	475,385.19
3	7/1/2023	81,295.55	3,517.85	77,777.70	397,607.49
4	1/1/2024	81,295.55	2,942.30	78,353.25	319,254.24
5	7/1/2024	81,295.55	2,362.48	78,933.07	240,321.17
6	1/1/2025	81,295.55	1,778.38	79,517.17	160,804.00
7	7/1/2025	81,295.55	1,189.95	80,105.60	80,698.40
8	1/1/2026	81,295.55	597.15	80,698.40	0.00
Grand Totals		650,364.40	19,924.40	630,440.00	

Resolution #__-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE
FINANCING TERMS FOR THE PURCHASE OF VEHICLES AND EQUIPMENT FOR
THE GENERAL FUND**

WHEREAS, The City of Hendersonville has previously determined to undertake a project for the financing of vehicles and equipment, and the Finance Director issued a request for proposals for the financing and;

WHEREAS, The City received three proposals and Santander Bank submitted a proposal with the best interest rate and terms to meet the City’s needs; and

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

1. The City of Hendersonville hereby determines to finance the purchase of vehicles and equipment through Santander Bank in accordance with the proposal dated January 14, 2022. The amount financed shall not exceed \$639,440 with an annual interest rate of 1.48% for term of 4 years.
2. All financing contracts and all related documents for the closing of the financing shall be consistent with the foregoing terms. City staff are hereby authorized to and directed to execute and deliver any financing documents, and to take all such action as they may consider necessary to carry out the financing as contemplated by the proposal and this resolution.

Adopted by the City Council of the City of Hendersonville, North Carolina on this _____ day of _____, 20____.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Buchanan

MEETING DATE: 2/10/22

AGENDA SECTION: Consent

DEPARTMENT: Finance

TITLE OF ITEM: Approval of Environmental Services/Stormwater Vehicle and Equipment Financing Agreement – *John Buchanan Finance Director*

SUGGESTED MOTION(S):

I move that City Council approve the Resolution Approving FINANCING TERMS FOR THE PURCHASE OF VEHICLES AND EQUIPMENT FOR THE ENVIRONMENTAL SERVICES AND STORMWATER FUNDS in the amount not to exceed \$409,113 for a term of 7 years as presented.

SUMMARY:

As detailed in the Capital Improvement Plan, the City has or will purchase vehicles and equipment totaling \$409,113 this fiscal year in the General Fund. Staff issued a Request for Proposals for financing of these purchases on December 16, 2021. Five proposals were received, and Santander Bank provided the lowest rates of the proposals received.

We submit the Santander Bank proposal for your approval.

BUDGET IMPACT: \$0 this year

Is this expenditure approved in the current fiscal year budget? No payment this fiscal year

If no, describe how it will be funded. n/a

ATTACHMENTS:

Summary of proposals received

Santander Bank Proposal

Resolution

City of Hendersonville
FY 2022 ESF/STW Equipment Financing
1/14/2022

Bank	Rate	Loan Term	Total D/S	Fees	Prepayment	Additional Terms
Santander	1.58	5	\$426,225	\$ -	anytime after year 1 on any payment date	
	1.79	7	\$436,092			
Truist	1.740	5	\$428,327		anytime	
	1.99	7	\$439,575			
HomeTrust	1.790	5	\$428,604		in whole at anytime	
	1.84	6	\$433,037			
	1.89	7	\$437,713			
First Citizens Bank	1.93		\$430,430	\$ -		
	2.24		\$443,460			
Us Bancorp	2.246	5	\$433,998		after 13 months 103%	
	2.4692	7				



18685 Main Street, Suite 101-601
Huntington Beach • CA • 92648

VIA ELECTRONIC MAIL

January 11, 2022

John Buchanan
Finance Director
City of Hendersonville
160 Sixth Avenue E
Hendersonville, NC 28792

RE: RFP #20221008003 (Installment Financing Agreement)

Dear Mr. Buchanan,

Santander Bank is pleased to submit the following proposal for your review and acceptance. Our proposed terms and conditions are as follows:

Company Overview: Santander Bank is a market leader in providing cost-effective financing to public entities nationwide. With over \$3 billion in financings we have the knowledge, flexibility and financial strength that is unmatched in the finance industry.

Our public finance team of professionals has a thorough understanding of the municipal market to ensure transactions are completed quickly, efficiently and cost effectively.

Santander Bank was founded in Northern Spain in 1857, with over \$1.7 trillion in assets. Santander is one of the world's strongest, safest and most successful banks and has grown to become one of the five largest banks in the world by profit.

Structure: Installment Financing Agreement ("IFA")

Borrower: City of Hendersonville, NC ("City")

Lender: Santander Bank, N.A. ("Santander")

Equipment: (1) 2021 Mack LRU w/ Heil Rear-loading Body
(1) 2020 Freightliner Pac-Mac Model KB20H Body

Amount Financed: \$409,113.00

Projected Closing Date: February 18, 2022

Interest Rates: 5 Years @ 1.58%
7 Years @ 1.79%

- Interest rates are valid thru closing on or before 2/28/2022;
- Semi-annual payments with the 1st payment due 07/01/2022.

Financing Proposal
Santander Bank
January 11, 2022
Page 2 of 3

Prepayment Terms: The City may prepay the IFA with no prepayment premium on any payment date after the 1st anniversary date of the IFA.

Escrow Agreement: Santander will establish an Internal Escrow account for the IFA. In this case, there will be no fee assessed to the City for establishing the Internal Escrow account. All interest earnings shall be retained by Santander in consideration of managing the Internal Escrow account.

Tax Assumption: Interest income received by Santander will be exempt from Federal and State Income Tax.


Credit Review: Upon award by the City, Santander will complete the credit approval process after receiving a complete credit package which consists of the last (2) years audited financial statements, most recent approved budget, vendor quote(s) and an executed Financing Application.

Fees/Closing Costs: None other than those listed herein, however the City will be responsible for any fees or expenses with respect to its (i) legal counsel, and (ii) permits, registration and title fees, if any. Santander is willing to finance any expenses related to closing the transaction.

This proposal is subject to final credit approval and final documentation. Please feel free to call me at 631-531-0626 with any questions or further clarification.

Thank you for the opportunity to present this proposal.

Sincerely,



Bruce Block
Senior Vice President

Financing Proposal
Santander Bank
January 11, 2022
Page 3 of 3

Amortization Schedule

5 Annual Payments @ 1.58%

	Date	Payment	Interest	Principal	Balance
	2/18/2022				409,113.00
1	7/1/2022	42,622.47	2,388.08	40,234.39	368,878.61
2	1/1/2023	42,622.47	2,914.14	39,708.33	329,170.28
3	7/1/2023	42,622.47	2,600.45	40,022.02	289,148.26
4	1/1/2024	42,622.47	2,284.27	40,338.20	248,810.06
5	7/1/2024	42,622.47	1,965.60	40,656.87	208,153.19
6	1/1/2025	42,622.47	1,644.41	40,978.06	167,175.13
7	7/1/2025	42,622.47	1,320.68	41,301.79	125,873.34
8	1/1/2026	42,622.47	994.40	41,628.07	84,245.27
9	7/1/2026	42,622.47	665.54	41,956.93	42,288.34
10	1/1/2027	42,622.47	334.13	42,288.34	0.00
Grand Totals		426,224.70	17,111.70	409,113.00	

7 Annual Payments @ 1.79%

	Date	Payment	Interest	Principal	Balance
Loan	2/18/2022				409,113.00
1	7/1/2022	31,149.45	2,705.49	28,443.96	380,669.04
2	1/1/2023	31,149.45	3,406.99	27,742.46	352,926.58
3	7/1/2023	31,149.45	3,158.69	27,990.76	324,935.82
4	1/1/2024	31,149.45	2,908.18	28,241.27	296,694.55
5	7/1/2024	31,149.45	2,655.42	28,494.03	268,200.52
6	1/1/2025	31,149.45	2,400.39	28,749.06	239,451.46
7	7/1/2025	31,149.45	2,143.09	29,006.36	210,445.10
8	1/1/2026	31,149.45	1,883.48	29,265.97	181,179.13
9	7/1/2026	31,149.45	1,621.55	29,527.90	151,651.23
10	1/1/2027	31,149.45	1,357.28	29,792.17	121,859.06
11	7/1/2027	31,149.45	1,090.64	30,058.81	91,800.25
12	1/1/2028	31,149.45	821.61	30,327.84	61,472.41
13	7/1/2028	31,149.45	550.18	30,599.27	30,873.14
14	1/1/2029	31,149.45	276.31	30,873.14	0.00
Grand Totals		436,092.30	26,979.30	409,113.00	

Resolution #__-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE
FINANCING TERMS FOR THE PURCHASE OF VEHICLES AND EQUIPMENT FOR
THE ENVIRONMENTAL SERVICES AND STORMWATER FUNDS**

WHEREAS, The City of Hendersonville has previously determined to undertake a project for the financing of vehicles and equipment, and the Finance Director issued a request for proposals for the financing and;

WHEREAS, The City received five proposals and Santander Bank submitted a proposal with the best interest rate and terms to meet the City's needs; and

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

1. The City of Hendersonville hereby determines to finance the purchase of vehicles and equipment through Santander Bank in accordance with the proposal dated January 11, 2022. The amount financed shall not exceed \$409,113 with an annual interest rate of 1.79% for term of 7 years.
2. All financing contracts and all related documents for the closing of the financing shall be consistent with the foregoing terms. City staff are hereby authorized to and directed to execute and deliver any financing documents, and to take all such action as they may consider necessary to carry out the financing as contemplated by the proposal and this resolution.

Adopted by the City Council of the City of Hendersonville, North Carolina on this _____ day of _____, 20____.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Alex Norwood	MEETING DATE:	02/10/2022
AGENDA SECTION:	CONSENT	DEPARTMENT:	Administration
TITLE OF ITEM:	February 2022 Capital Project Ordinances and Reimbursement Resolutions – <i>Alex Norwood, Budget Analyst</i>		

SUGGESTED MOTION(S):

I move City Council adopt the capital project ordinance(s) for the City Hall Exterior Improvements Project #22002, the Sewer Infrastructure Streambank Restoration Project #21013, Reimbursement Resolution, and their budgets as presented.

SUMMARY:

General Statute 159-13.2 provides North Carolina local governments the power to grant and maintain capital project ordinances.

The City of Hendersonville has determined the preservation of City Hall is a high priority. To complete the preservation and associated activities, the City will need to adopt a capital project ordinance to support this multi-year project. The total estimated cost for project #22002 in Fiscal Year 2021-2022 is \$246,317.

To complete a streambank restoration and associated activities, the City will need to adopt a capital project ordinance to support a multi-year project. The City intends to issue a future year revenue bond for this project.

BUDGET IMPACT:	Project #22002: \$123,159 increase to fund 410
	Project #22002: \$123,158 increase to fund 460
	Project #21013: \$600,000 increase to fund 460

Is this expenditure approved in the current fiscal year budget? No.

If no, describe how it will be funded.

Project #22002: Transfer from the Water and Sewer Fund and General Fund to the Water and Sewer Capital Project Fund and Governmental Capital Project Fund.

Project #21013: Transfer from the Water and Sewer Fund to the Water and Sewer Capital Project Fund

ATTACHMENTS:

City Hall Exterior Improvements Project #22002 Capital Project Ordinance
Sewer Infrastructure Streambank Restoration Project #21013 Capital Project Ordinance
Sewer Infrastructure Streambank Restoration Project # Reimbursement Resolution

Ordinance # _____

CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE CITY HALL EXTERIOR IMPROVEMENTS PROJECT

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

Section 1: The project authorized is a City project described as the City Hall Exterior Improvements Project.

Section 2: The following amounts are appropriated for the projects:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
410	1523	550103	22002	Capital Outlay - CIP	\$103,159
410	1523	550102	22002	Capital Outlay Services/Fees	\$20,000
460	1523	550103	22002	Capital Outlay - CIP	\$103,158
460	1523	550102	22002	Capital Outlay Services/Fees	\$20,000

Total Project Appropriation	\$ 246,317
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Section 3: The following revenues are anticipated to be available via grant proceeds:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
410	0000	470100	22002	Transfer In (from 010)	\$123,159
460	0000	470100	22002	Transfer In (from 060)	\$123,158

Total Project Appropriation	\$ 246,317
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PROJECT TO BE FUNDED USING

Section 4: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the General Fund and Water and Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 10th day of February, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Ordinance # _____

CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE SEWER INFRASTRUCTURE STREAMBANK RESTORATION PROJECT

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

Section 1: The project authorized is a City project described as the Sewer Infrastructure Streambank Restoration Project.

Section 2: The following amounts are appropriated for the projects:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	1014	551003	21013	Capital Outlay CIP	\$575,000
460	1014	550100	21013	Capital Outlay Land/ROW	\$25,000
Total Project Appropriation					\$600,000

Section 3: The following revenues are anticipated to be available via grant proceeds:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	0000	470020	21013	Bond Proceeds	\$600,000
Total Project Appropriation					\$600,000

PROJECT TO BE FUNDED USING

Section 4: The Finance Director is hereby directed to maintain within the grant project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the Water and Sewer Capital Project Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 10th day of February 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Resolution # _____

**HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE**

BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of HENDERSONVILLE, North Carolina (the "Issuer") with respect to the matters contained herein.

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for THE ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE SEWER INFRASTRUCTURE STREAMBANK RESTORATION PROJECT, ORDINANCE # _____ (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Projects with the proceeds of debt to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$600,000.

Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 10th day of February 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Adam Murr	MEETING DATE:	02/10/2022
AGENDA SECTION:	CONSENT	DEPARTMENT:	Administration
TITLE OF ITEM:	Selection of Stantec's Proposal for Financial Services – <i>Adam Murr, Budget Manager</i>		

SUGGESTED MOTION(S):

I move City Council adopt the resolution accepting Stantec's proposal for financial services for a water and sewer rate study, system development fee study, and future agreed upon procedures letters in the Not to Exceed amount of \$111,080.

SUMMARY:

The City periodically consults with financial firms to examine water and sewer rates and the potential for system development fees. The City also requires, as part of its revenue bond indenture and future debt issuances, agreed upon procedures letters from financial consulting firms. Staff researched and discussed services with recommended financial firms and found Stantec to be the most qualified upon review of the firm's proposal. This agenda item accepts Stantec's proposal for a water and sewer rate study, system development fee study, and future agreed upon procedures letters. If accepted, the City Manager and City Attorney will negotiate a contract with Stantec for a rate study and system development fee study in the current fiscal year. The City intends to negotiate an ongoing contract with Stantec for future agreed upon procedures letters for later revenue bond/debt issuances.

\$111,080 Not to Exceed

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? Yes

If no, describe how it will be funded. N/A

ATTACHMENTS:

Stantec Financial Services Authorizing Resolution

Stantec Financial Services Rate Study Proposal



January 20, 2022

Mr. Adam Murr
Budget Manager
City of Hendersonville

Re: Proposal for Comprehensive Water and Wastewater Rate and Fee Study

Dear Mr. Murr:

As requested, Stantec Consulting Services Inc. (Stantec) is pleased to present this proposal to conduct a Comprehensive Water and Wastewater Rate and Fee Study for the City of Hendersonville (City). Based on our recent discussion, we have developed proposal that consists of two distinct phases or scopes of work to focus and compartmentalize the issues. Phase I will including financial planning, cost of service, user rate structures and miscellaneous fee evaluation. Phase II would include the evaluation of potential system development charges for the water and wastewater utility. The development of a separate analysis and report is consistent with North Carolina Statutes for the adoption of system development fees.

We have successfully used this phased approach with other similar sized communities and utilities to break down issues and a complex process into more transparent and manageable pieces.

Background. Stantec's Financial Services team is home to an impressive amount of experience and knowledge, including **35+ dedicated consultants with more than 300 years of combined ratemaking experience**, and completing 1,500+ financial and rate-related studies for utilities and local governments in the past 10 years. It is this deep bench of national and local experience that brings value to the City.

Together we work and learn from each other's experiences. This combination of diverse backgrounds and experience has made us who we are today – **a trusted source to 360+ communities (including over 30 throughout North Carolina) in providing independent and objective utility rate and financial planning services** to local governments and utilities throughout the country.

For over 30 years, our team has provided similar services to communities throughout the State of North Carolina and nationwide. During this time, we have gained a keen understanding of the inner workings of the operations and finances of municipally owned and operated water and wastewater utilities within North Carolina.

For each of these communities, Stantec provides a wide range of relevant services, including rate studies, revenue sufficiency analyses, rate structure reviews, impact fee studies, miscellaneous fee studies, and other financial-related studies for utility services. We have helped others address fair and equitable rates for various customer classes, including multi-unit developments. Often our approach to assisting utilities follows a step-by-step, phased analysis. Our approach focuses on dynamic models and interactive engagement where we work alongside our clients as partners to fully understand the issues and develop



customized solutions and provide more than just outside consulting expertise. We look forward to the opportunity to provide similar services to the City of Hendersonville. I have included a recent rate study report enclosed with our proposal to provide an example of our typical work products.

Industry Expertise. We have a tremendous amount of experience with and knowledge of a variety of accepted ratemaking and cost-of-service methodologies, including practices and approaches identified in American Water Works Association (AWWA) Manuals M1 and M54, and Water Environment Federation (WEF) Manual of Practice (MOP) 27, as well as accepted industry practices in various parts of the country.

Several members of our team are active members of AWWA Rates and Charges Committee and were contributing authors to the most recent editions of M1, M54, and MOP 27. In addition, we are familiar with the financial criteria used by the municipal ratings agencies in evaluating the financial health of municipal water and wastewater systems. In fact, our project team has conducted financial feasibility analyses and other services in support of the issuance of \$4 billion in utility bonds in just the past five years, with nearly \$1 billion of debt issuance support in North Carolina.

Our experience includes development of rates, impact fees, miscellaneous charges, demand projections, feasibility analyses, acquisition analyses, funding assistance, expert witness testimony, and fully allocated cost of service studies. **The senior members of our Financial Services Practice have been recognized as industry experts in various state and federal utility ratemaking proceedings.** This experience allows us to bring industry best practices to our approach to financial forecasting, management, cost or service, and rate making that you can count on.

Summary. Our breadth of local and national experience, our interactive modeling process, and communication skills are a unique combination. In short, our team provides the City with a value proposition that is unmatched in the industry:

- Dedicated project team and industry experts
- Nationally recognized stature in utility ratemaking
- Extensive experience with rate and financial management practices in North Carolina
- A powerful and easy to use modeling system

We appreciate the opportunity to present this proposal and look forward to working with you on this assignment. If you have any questions, please do not hesitate to call me at 202-585-6391.

Very truly yours,



David Hyder
Senior Principal, Financial Consulting



Study Approach

We propose completing the Study into two phases:

1. Phase I: Comprehensive Water & Wastewater Rate and Fee Analysis
2. Phase II: Water & Wastewater System Development Fee Analysis

The following tasks and specific work plan (Schedules) are proposed to complete both phases of the Study.

Our proposed Schedules show that the Study can be completed for a not-to-exceed fee of \$70,600 for Phase I and \$36,480 for Phase II, inclusive of expenses totaling \$4,000 (based on estimated actual expenses, no markup). We would propose to complete both phases of the Study on a time and materials not-to-exceed basis that will be invoiced monthly based on hours worked and actual expenses incurred. We can begin work on the Phase I assignment immediately upon receipt of a notice to proceed and estimate that it can be completed within approximately five months after collecting necessary data. When authorized to proceed, Phase II would be completed within a similar timeframe. We recognize that the tools developed during this engagement will be helpful in support of future budgeting, report and in the issuance of debt. We envision that these long-term support services, if deemed appropriate, would-be part of a separate scope of work and engagement.

Phase I: Comprehensive Water & Wastewater Rate and Fee Analysis

Task 1: Project Initiation & Data Request

To begin Phase I, Stantec will submit a data request to the City. Immediately thereafter, we will conduct a Kickoff Meeting with staff to confirm goals and objectives of the study, discuss key issues, roles, and responsibilities, and finalize the project schedule, including milestones and deliverables.

Meetings: Web-based kickoff meeting (Microsoft Teams)

Deliverables: Rates and fees data request checklist

Task 2: Development of Long-Term Financial Plan

The Consultant will develop a comprehensive ten-year revenue sufficiency analysis for the City and a financial plan that will focus on a three to five year time frame. The Consultant will use their financial model to complete the analysis for the water and sewer system, including projected annual revenue requirements and recommended revenue adjustments, if necessary. The model will allow for examination of historical operating expenses, growth and consumption trends, alternative capital improvement spending levels, debt service coverage ratios, levels of operating and capital reserves, and other financial policies/goals that affect the future revenue requirements of the City.

The outline below includes the specific tasks associated with the financial plan development:

Task 2.1 - Data Collection and Review: We will compile and review historical, current, and projected financial and other system data as provided by City staff. We will review the data for consistency and will provide questions / request clarifications to City staff. Once we have reviewed all of the data, we will prepare a summary document which will outline all of the data received and the assumptions incorporated from the data into the analysis.

Task 2.2 - System Demand Forecast: We will provide a review and analysis of historical billed volume and customer data to observe trends in demands, usage patterns and customer growth. We will review recent water and sewer system master plans, along with any other pertinent documentation pertaining to system demands. Based on review of these documents and historical trends, we will develop projections of customers and usage for all customer classes over the projection period. As part of this task, we will evaluate detailed usage patterns by

customer class to assist in the completion of Tasks 3 and 4. City staff will review the projections developed by our team at the first interactive work session, to validate assumptions and to ensure that the forecast is realistic.

Task 2.3 - Operating and Maintenance Expenditure Forecast: We will populate our financial model with historical actual and budget expenditures to determine proper operating and maintenance (O&M) funding levels to include in the system revenue requirements. We will develop a ten-year forecast of O&M expenditures based on historical spending trends and industry cost escalation factors/assumptions on a budgetary line-item level. City staff will review the forecast of operating expenses at the first interactive work session, to identify any one-time anomalies or expenditure categories that deviate from historical norms. The O&M forecasts will incorporate the most recent available information including the City's recent pay and class study.

Task 2.4 - Capital Spending Analysis and Forecast: We will populate our financial model with the City's Capital Improvements Plan (CIP) subtotaled by service type (water and/or sewer) and by funding source. We will identify the type of project (repair and replacement or expansion), along with the planned funding source. We will model any future debt and include in the system revenue requirements. The model will include existing debt service to capture the City's annual debt service requirements. The model will also include specific flow of funds for the capital improvements plan in the financial analysis (including flows in and out of reserves funds). The model will allow for evaluation of various CIP scenarios, if necessary, to demonstrate the impact of varying levels of future investment or timing of investments. Additionally, the model allows for evaluation of various capital funding approaches (i.e., increased / decreased borrowing on a project-by-project basis). City staff will review the funding of the CIP at the first interactive work session. To the extent that capital projects have not been fully identified for future years, we will work with City staff to develop appropriate estimates for future capital requirements (i.e., depreciation or other metrics).

Task 2.5 - Revenue Sufficiency Analysis: The study will include a ten-year revenue forecast based on the customer and demand projections and the existing water and sewer rates, fees and charges. The revenue forecast will provide an estimate of the future revenues anticipated should the City maintain a status-quo scenario with no rate adjustments over the projection period. The status-quo scenario will be used as a frame of reference, recognizing that the City plans to modify rates as part of the rate study. The forecast will reflect growth in customers as well as impacts in revenue based on estimate changes in usage on a per account basis. We will compare the revenue forecast and total revenue requirements (O&M, existing debt, CIP) to evaluate the sufficiency of the current rates and fees in light of key financial metrics and policy guidelines.

Task 2.6 - Financial Plan Development: We will develop rate adjustment plans based on the revenue sufficiency analysis and necessary revenue increases required to meet the City's financial policies and debt service coverage requirements. The financial plans will focus on any necessary adjustments to water and sewer rates over the next three to five years. The rate adjustments included in the financial plan will consider differential rate increases, if deemed appropriate, for monthly base service fees and consumption charges. To demonstrate the impacts of the financial plans on City customers, a customer impacts analysis will be developed. The impacts analysis will demonstrate the monthly bill impacts for a representative cross-section of City customers.

Meetings: Web-based interactive work session with staff (Microsoft Teams)

Deliverables: Summary financial plan assumptions workbook and financial model (subject to execution of usage and non-disclosure agreement)

Task 3: Cost of Service Analysis

We will complete a cost-of-service analysis for a test year of revenue requirements for the water and sewer systems. The cost-of-service analysis will analyze the cost of providing water and sewer service to specific customer classifications served by the City including residential, commercial/industrial, public schools, irrigation and wholesale customer accounts. The cost-of-service results will be compared with the current revenues generated by each customer class to understand the alignment of current revenue collection by class and the cost to serve

each class. The results will inform the evaluation and development of water and sewer rate structures allowing for alignment of revenue collection and utility rates and to inform the development of various components of the rate structure (fixed charges and water tier pricing). The cost-of-service analysis will be reviewed with City staff at the second interactive work session.

Meetings: Web-based interactive work session with staff (Microsoft Teams)

Deliverables: Summary assumptions workbook

Task 4: Rate Structure Design Analysis

We will perform a diagnostic review of the City's current water and wastewater rate structure and develop up to three water and wastewater rate structure alternatives for each existing and new customer class based upon City goals, industry standard, and results of the detailed cost allocation analysis completed in Task 3. The recommendations will take into account existing customers and planned future developments and customer types. This task will include bill impacts for each customer class under each rate alternative.

As a part of this task Stantec will also perform a benchmarking of the rate structures for other local and comparably sized communities/utilities for each customer class.

Meetings: Web-based interactive work session with staff (Microsoft Teams)

Deliverables: Rate schedules for each rate alternative, bill impacts outputs, benchmarking outputs

Task 5: Miscellaneous Fee Evaluation

We will evaluate the City's current miscellaneous fees based on a cost of service analysis. The evaluation will include a determination of the labor, materials and equipment necessary to provide the associated service. We will work with City staff to obtain labor rates, material and equipment costs and other resources to populate our miscellaneous fee model. The evaluation will include engineering review fees and miscellaneous fees identified within the City's Schedule of Rates and Fees. Miscellaneous fees that are not cost-based will be evaluated based on market comparisons and other considerations.

Meetings: Web-based interactive work session with staff (Microsoft Teams)

Deliverables: Miscellaneous fee evaluation template/model

Task 6: Present Initial Results to City Management and Council

Upon completion of the initial analysis with City staff, we will prepare and deliver presentations of the preliminary results to the City's Water and Sewer Advisory Council and separately to City Council in a meeting or workshop to answer questions and identify potential adjustments prior to finalizing the recommendations of the analysis.

Meetings: Onsite meeting/workshop with the City Manage and Council and web-based interactive meeting/workshop with Water and Sewer Advisory Council (Microsoft Teams)

Deliverables: Summary presentation of initial results

Task 7: Prepare a Report of the Results of the Study

A consolidated Draft Report and Final Report will be prepared for the City that documents the findings, conclusions, and recommendations of the analysis.

Meetings: Conference calls to review report (Microsoft Teams)

Deliverables: Draft and Final Report

Phase II: Water & Wastewater System Development Fees Analysis

Task 1: Project Initiation & Data Request

To begin Phase II, Stantec will submit a data request to the City. Immediately thereafter, we will conduct a Kickoff Meeting with staff to confirm goals and objectives of the study, discuss key issues, roles, and responsibilities, and finalize the project schedule, including milestones and deliverables.

Meetings: Web-based kickoff meeting (Microsoft Teams)

Deliverables: Data request checklist

Task 2: Data Collection & Review

We will work with the City's staff to review asset listings, master plans, capacity reports, and capital improvement program (CIP).

Meetings: Calls with staff regarding system cost, capacity, level of service, and future investment needs (Microsoft Teams)

Task 3: Calculate System Development Fees

We will develop water and wastewater system development fees based on the appropriate capacity cost basis (buy-in, next increment or average cost) and methodology determined based upon a review of available information. We will also evaluate any necessary credits that should be considered for contributed assets and outstanding principal on debt service to ensure compliance with the NC State Statutes. We will work with the City to determine the most appropriate units of service for the fee development and how the fees would be scaled by customer type (e.g., meter size, fixture count, bedrooms, etc.).

Additionally, we will complete a survey of system development fees of other local and comparable utilities identified in Phase I: Comprehensive Water and Wastewater Rate Analysis.

Meetings: Web-based interactive work session with staff (Microsoft Teams)

Deliverables: Summary assumptions workbook and results, benchmarking survey output

Task 4: Present Initial Results to City Management and Council

Upon completion of the initial analysis with City staff, we will prepare and deliver presentations of the preliminary results to the City's Water and Sewer Advisory Council and separately to City Council in a meeting or workshop to answer questions and identify potential adjustments prior to finalizing the recommendations of the analysis.

Meetings: Onsite meeting/workshop with the City Management and Council and web-based interactive meeting/workshop with Water and Sewer Advisory Council (Microsoft Teams)

Deliverables: Summary presentation of initial results

Task 5: Prepare a Report of the Results of the Study

A consolidated Draft Report and Final Report will be prepared for the City that documents the findings, conclusions, and recommendations of the analysis. Additionally, we will provide sample system development fee ordinances of other agencies and support the City's legal counsel in developing an ordinance, including providing fee schedules and reviewing ordinance language.

Meetings: Conference calls to review report (Microsoft Teams)

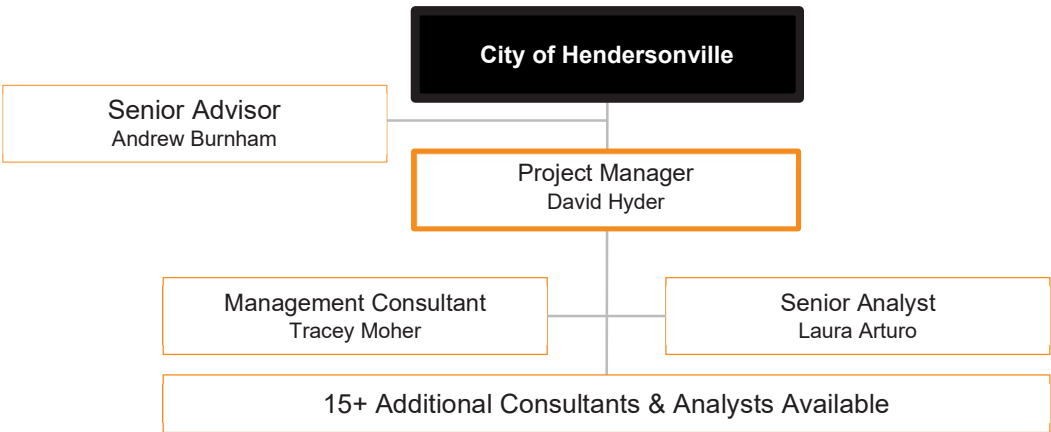
Deliverables: Draft and Final Report, sample impact fee ordinances

Project Team

We have carefully selected our proposed project team with technical advisors and team members that have significant North Carolina experience in the following areas:

- Financial Planning, Cost of Service and Rate Design
- Miscellaneous Fee Review and Calculations
- System Development Fee Analysis

An organization chart and corresponding table present the members of our project team.



Team Member	Role in the Project	Responsibilities
David Hyder	Project Manager	David will oversee the day-to-day activities of the project, managing our team to the issues and project schedule. He will participate in all meetings and presentations with the City staff and management.
Andrew Burnham	Senior Advisor	Andy will serve as the Senior Advisor and use his expertise in the industry to advise the team on key issues.
Tracey Moher	Managing Consultant	Tracey will be responsible for analytical and other support on this engagement; Working at the direction of the Project Manager with a focus on the cost of service and rate design analysis.
Laura Arturo	Senior Analyst	Laura will be responsible for leading the data entry, model customization, and preparation of work products. She will work at the direction of the Project Manager.
<i>15+ Additional Consultants and Analysts are available to assist the City with these important analyses.</i>		



David Hyder

Project Manager

Mr. Hyder is a Principal with Stantec, applying engineering, environmental and financial expertise to a broad range of projects for clients. Mr. Hyder over 20 years of professional experience, and he specializes in assisting public sector clients with the financial and managerial aspects of environmental infrastructure.

He has served as a project manager for hundreds of cost of service and rate studies for water, wastewater, storm water, reclaimed water and solid waste utilities, including development of financial plans, cost of service analysis, rate structure design and evaluation, and project reporting. He has also assisted several communities around the country with the establishment of storm water utilities.

Mr. Hyder is currently serving on the AWWA Rates and Charges Committee, and served as a contributing author for the recent editions of the AWWA Manual M1 – Principles of Water Rates, Fees and Charges, including contributions to the System Development Fee chapter.

Education

Masters of Business Administration in Finance, Johns Hopkins University, Baltimore, Maryland, 2002

Bachelor of Science, Civil / Environmental Engineering, Michigan State University, East Lansing, Michigan, 1998

Memberships

Rates and Charges Committee,
American Water Works Association

Publications & Presentations

Utility Management Conference: Budget Based Rates, February 2018

AWWA National: Pricing Reclaimed Water, An Approach that Makes Sense, June 2017

WEF National Conference: Basics of Water and Sewer Rates Workshop, September 2012

AWWA National: Declining Revenues and Your Rate Structure, June 2012

WE&T Magazine: Rate Setting for Community Systems, June 2009

Principals of Water Rates, Fees and Charges, AWWA Manual M1: Contributing Author, Sixth Addition

Project Experience

Loudoun Water, Virginia

Mr. Hyder has provided Loudoun Water with financial consulting expertise for several years. He has managed several comprehensive rate and cost of service studies for the utility as well as conducted numerous special purpose studies. The most recent comprehensive plan development included the development of a plan to finance the construction of a new water supply Authority including an intake, reservoir and the Authority's own water treatment plant. Mr. Hyder has assisted Loudoun Water with the development of financial policies including establishment of appropriate reserves as well as comprehensive rate and fee development for water, wastewater and reclaimed water.

City of Goldsboro, North Carolina

Mr. Hyder has served as Project Manager for annual water and sewer rate studies for the City of Goldsboro over the past three years. The studies have included the development of long-term financial plans, cost of service analysis, rate structure design analysis and wholesale water and sewer rate development and system development fee analysis. The City is facing significant investment needs due to aging infrastructure and has utilized Stantec to help develop plans to gradually increase revenues while minimizing customer impacts.

Water & Sewer Authority of Cabarrus County, North Carolina

Mr. Hyder is currently serving as the Project Director for a comprehensive bond feasibility study for WSACC. The study has included the development of a custom financial model to simulate the financial planning and rate structure utilized by the Authority to bill its five wholesale customers. The study has included meetings with the LGC and the financing team and will be used to support the issuance of bonds of nearly \$200 million in the Spring of 2022.

City of Olathe, Kansas

Mr. Hyder served as the Project Manager for a comprehensive water, sewer, storm water and solid waste rate study for the City. The study included the development of revenue requirements, cost of service allocations by customer class, and rate structure design for the City's four enterprise funds. Mr. Hyder managed the development of financial models for each fund, on a consistent modeling platform that will allow the City to track and manage the finances of the funds in the future. As part of the storm water utility analysis an alternative approach to billing for storm water was developed that transitioned the City from using gross parcel size to impervious area resulting in greater equity. The Study also included the development of a total cost of ownership analysis for each utility to examine the sustainability of the City's current long-term replacement program.

City of Cleveland, Ohio

Mr. Hyder served as the Project Manager responsible for completion and oversight of five-year financial plan for Cleveland Division of Water and Water Pollution Control. The City provide water to over 500,000 retail customers and over 50 wholesale customers serving a large portion of Northeast Ohio. The Study included development of fully functionalized cost of service, rate structure evaluation, demand model development and project reporting.

City of Norco, California

Mr. Hyder served as Project Manager for a comprehensive water, sewer and recycled water rate study for the City, including the development of a financial forecasting model, cost of service analysis and water rate structure evaluation. A key component of the study was the identification of an approach to help stabilize the City's water system revenues in light of significant reductions in water sales due to drought restrictions. Based on our recommendations, the City has taken several steps to enhance the revenue stability of the Water Fund including the adoption of a rate stabilization reserves, increasing the portion of the revenues from fixed charges and adoption of drought rates.

Toho Water Authority, Florida

Mr. Hyder has served as the Project Director for a number of engagements with the Toho Water Authority. Most recently, he assisted with the development of a water budget-based rate structure for the Authority's commercial reclaimed water irrigation customers. The structure includes irrigation tiers based on landscaped area for each individual customer. The structure was recently adopted by the Authority and is the first of its kind in the State of Florida. Mr. Hyder has also assisted with the calculation of the Authority's bulk reclaim water rates and a comprehensive analysis of the utility's system development charges.

Springfield Water and Sewer Commission, Massachusetts

Mr. Hyder has served as the Project Manager for water and sewer financial planning and rate design studies for the Commission. The studies have included the development the development of both retail and wholesale water and sewer rates for customers served within the Commissions serve area. Mr. Hyder is currently assisting the Commission with an analysis of the cost of service to provide service to a new wholesale sewer customer including the development of the appropriate rates and system buy-in.



Andrew Burnham

Senior Advisor

Mr. Burnham is the Vice President and Global Practice Leader of Financial Services at Stantec. Andy has extensive experience in personally conducting as well as overseeing cost of service allocations, long-term financial planning analyses, and development of alternative rate structures for a variety of utility systems, including water, wastewater, reclaimed water, stormwater, solid waste, recycling, electric, and natural gas.

He has been recognized as an industry expert as part of providing testimony in utility rate-related regulatory proceedings in multiple states and territories, as well as before the Federal Energy Regulatory Commission. He has led over 500 studies for 150+ local governments and has supported our clients in the issuance of \$1 billion of bonds for projects in the past 5 years.

Mr. Burnham is currently serving on multiple AWWA and WEF Committees and was actively involved in the recent update to AWWA Manual M1 – Principles of Water Rates, Fees and Charges, notably regarding outside-city retail rates, wholesale rates, and reuse rates.

Education

Bachelors of Business Administration,
Lake Superior State University, Sault
Ste. Marie, Michigan, 2000

Memberships

Rates and Charges Committee,
American Water Works Association

Financial Accounting & Management
Controls Committee, American Water
Works Association

Management Committee, Water
Environment Federation

Government Finance Officers
Association, Florida Section

Utility Resource Management
Committee, National Association of
Clean Water Agencies

Publications & Presentations

Paying for Stormwater - Engaging the
Community, American Public Works
Association Annual Conference
(PWX), Orlando, FL, 2017

Cost-of-Service Based Conservation
Rates, Evolving from Art to Science.
Utility Management Conference,
Tampa, FL, 2017.

Tackling Utility Rates the Right Way,
Michigan Municipal League Annual
Convention, Marquette, MI, 2014

Project Experience

Orange Water & Sewer Authority, North Carolina

Mr. Burnham has served as Project Manager for OWASA for water, wastewater, and reclaimed water financial consulting services for nearly ten years. He has conducted several studies including several long-term financial plans, detailed cost allocation to support rate design, evaluation of affordability for low-income users, and bond feasibility studies.

Town of Front Royal, Virginia

Mr. Burnham served as Project Manager for a water and sewer comprehensive cost of service and rate study and subsequent updates to the initial study. He used our FAMS-XL model to develop a ten-year financial management plan and plan of annual rate adjustments that were necessary to meet all of the utility's financial obligations in each year of the projection period. Mr. Burnham developed three alternative conservation rate structures for consideration that would recover the identified cost of service from the financial management plan and prepared customer impact analyses for each alternative. The analysis also included the review of and updates to current outside-town rate differentials.

City of Manistee, Michigan

Mr. Burnham served as Project Manager for a comprehensive water and sewer cost of service rate study for the City (which had no record of having ever conducted a formal rate study). A detailed cost of service allocation to determine the proper allocation of costs between 1) the water and sewer systems, and 2) the users of each system located within and outside of the City (which ultimately reflected the use of the utility basis of ratemaking for outside city users) was conducted. Multiple presentations were made to various customer groups (notably outside City users).

Town of Gilbert, Arizona

Mr. Burnham served as the Project Manager for a comprehensive Water, Sewer, Reclaimed Water, Environmental Services (Sanitation), and Stormwater Rate Study (Study) for the Town. As part of the study, for each utility system, we performed a revenue sufficiency analysis, detailed cost of service allocation, and rate structure analysis. We developed several modifications to the Town's existing rate structures, notably including a new inclining block water rate structure. Mr. Burnham also completed a detailed cost allocation study for the wastewater system and performed a stormwater rate program feasibility study.

City of Olathe, Kansas

Mr. Burnham is currently serving as the Project Manager for a Comprehensive Utility Rate Study for the City. For each service – including Solid Waste, Water, Sewer, and Stormwater – we are developing customized financial models including ten-year financial plans and identification of alternative plans of rate adjustments, reviews of alternative capital spending and operational scenarios, and other sensitivity analyses. Mr. Burnham is currently in the process of performing detailed cost allocation analyses for each fund, and will use the results of the cost allocation to develop alternative rate structures to ensure the City is charging fair and equitable rates for each service.

City of Greenfield, California

The City of Greenfield is a central coast agricultural community. Mr. Burnham served as Project Manager during the conduct of a comprehensive water and wastewater rate study for Greenfield. Rates were designed to fund the utility's long-term projected costs of providing service while proportionally allocating costs among customers, providing a reasonable and prudent balance of revenue stability, and complying with the substantive requirements of California Constitution Article XIII D, Section 6 (Prop 218).

JEA, Jacksonville, Florida

Our engagement was focused on the costs of treating landfill leachate from the City of Jacksonville's two primary landfills. JEA's largest treatment plant, the Buckman Wastewater Treatment Facility, received approximately 19 million gallons of leachate last year, and the cost implications of this service are significant. Our analysis documented the impacts at the Buckman facility and provided a cost basis for use by JEA in discussing a significant increase in charges over what has been being paid. Our analysis also provided information on potential alternatives to the current arrangements, including on-site treatment at the landfill locations.

TOHO, Florida

Mr. Burnham has served as Technical Advisor or project manager under a continuing services contract for the Toho Water Authority since 2010. We have performed a variety of services, including a comprehensive reclaimed water cost of service and rate design. The study included a detailed cost allocation analysis that allocated the Authority's system costs to the reclaimed water service, evaluated the current level of cost recovery from existing reclaimed water rates and examined alternative rate designs for the Authority retail reclaimed water rates. The Authority adopted the recommendations developed during the study.



Tracey Moher

Managing Consultant

Ms. Moher works as a Managing Consultant in the Financial Services group of Stantec. Ms. Moher has over ten years of experience managing projects and client relationships related to water, wastewater, stormwater, and solid waste finance and business operations. Additionally, Tracey has worked with clients developing system development fees, and conducting cost allocation plans and miscellaneous fees studies.

Education

Bachelor of Science in Business
Administration, Accounting
University of Pittsburgh, Pittsburgh,
Pennsylvania, 2006

Tracey's background in finance and accounting provides a well-rounded understanding of utility operations and capital planning combined with economic evaluations and financial planning.

She has managed multiple engagements across the country that involve the development of dynamic financial models related to utility and local government operations, rates, and fees.

Project Experience

City of Hollywood, Florida

Tracey is currently working with the City on a revenue sufficiency analysis of their water and sewer fund. She is also working through a rate calculation for the large users of the City's sewer system and a true-up analysis for previous fees charged to the large users of the system. The comprehensive work for the city also includes an analysis of a bulk water fee to be charged for future bulk water users of the system.

Village of Downers Grove, Illinois

Ms. Moher assisted the Village in the completion of a cost-of-service and rate study for the Village's water system. The primary goals for the study included determination of the cost of providing water service, including funding repair and replacement of the aging water system, developing appropriate reserves and development of alternative rate structures. The Village faced continued increases for water purchases from the DuPage Water Commission which supplies all of the Village's water.

Springfield Water and Sewer Commission, Massachusetts

Ms. Moher has previously served as the Project Manager for water and sewer financial planning and rate design studies for the Commission. The studies have included the development of both retail and wholesale water and sewer rates for customers served within the Commissions serve area.

City of Annapolis, Maryland

Ms. Moher assisted in the completion of a cost of service and rate study for the City. The study focused on reinvestment needs and funding for a new water treatment plant. The study included the use of a rate study advisory committee consisting of members of the public, elected officials, business owners and representatives from the Naval Academy. The City successfully increased rates over 100% to meet funding requirements

City of Moline, Illinois

Ms. Moher worked for the City of Moline for several years completing several water and sewer rate studies and updates. Rate studies included rate increases necessary to allow for increased replacement of buried infrastructure. Ms. Moher presented findings, conclusions and recommendations to City Council at the conclusion of the rate study.

City of Olathe, Kansas

Ms. Moher worked with the City to update the comprehensive water and wastewater cost of service analysis and rate study for this large and growing community located southwest of Kansas City, Missouri. Olathe provides water service to approximately 34,000 water customers and sanitary sewer service to 28,000 customers. The sanitary sewer system, which consists of approximately three hundred-fifty miles of collection system piping, thirteen sewage lift stations and two wastewater treatment plants, provides treatment for approximately two thirds of the City's population. The water system includes two treatment plants, the associated distribution system and raw water collection wells. The study encompasses a complete cost of service analysis with an emphasis on appropriate planning and funding of rehabilitation and replacement of the City's water and sewer infrastructure.



Laura Arturo

Senior Analyst

Laura is a Financial Analyst with a background in finance. Laura has one year of experience at Stantec developing and customizing financial forecast models, cost of service allocations, rate structure and benchmark analysis, impact fee models, and bond feasibility studies. Through her experience with financial models and data analysis, she has assisted our clients with strong financial solutions based upon sound financial and economic concepts.

Education

Bachelor of Science in Finance,
University of Florida, Warrington College
of Business, Gainesville, FL, United
States, 2019

Project Experience

Northeast Ohio Regional Sewer District

Laura was responsible for developing and updating financial planning models for the District. Specifically, financial planning models were developed to evaluate multiple capital, operating, and financing scenarios within the District to determine the impact on debt financing and necessary rate increases. Laura was also responsible for helping develop a cost-of-service model and rate structures.

City of Palm Bay, Florida

Laura serves as the financial analyst for Stantec's financial consulting services for the City of Palm Bay. In this role she has assisted developing the City's water and wastewater utility financial sustainability model, performed annual revenue sufficiency analyses, which helped develop a 10-year financial management plans for the utility and identified needed rate adjustments. In 2020, Laura worked on a water and wastewater impact fee study, which helped in the evaluation of the Utility's impact fee methodology and application and subsequent impacts to the financial management plan.

Orange Water and Sewer Authority, North Carolina

Laura served as a Financial Analyst who helped develop a bond feasibility study to support the issuance of a revenue bond in 2021 for the Authority's Water and Sewer Enterprise Systems. Laura used the financial model to create a multi-year financial forecast for the Authority, in which the analysis provided a detailed look at the impacts of issuing new debt to support large-scale capital projects.

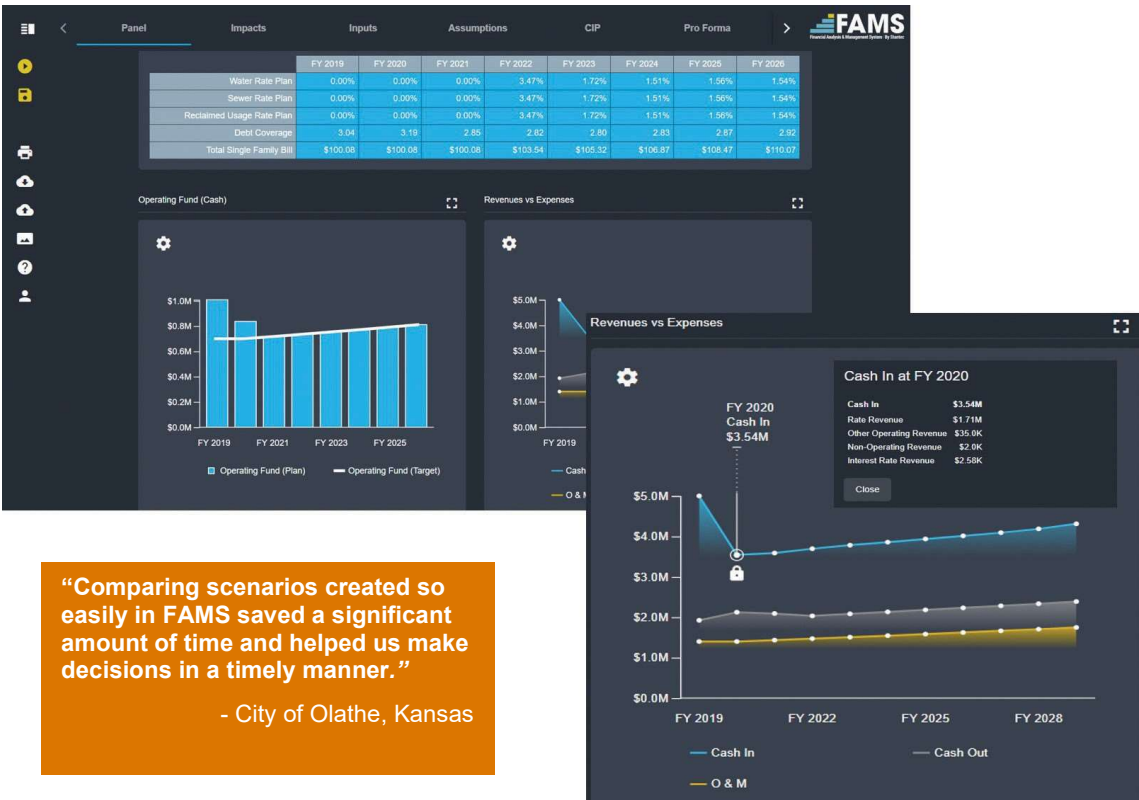
Proposed Tools

Today’s municipal leaders don’t have it easy. Budgets are tight, fees and taxes are considered high, and the majority of infrastructure was built decades ago and is reaching the end of its useful life. These unprecedented times require real-time understanding of the impacts of changing conditions and the ability to quickly evaluate options to take decisive actions in a climate of uncertainty. To help our clients navigate these uncertain times, we have developed a dynamic online financial forecasting tool. FAMS is a cloud-based, online financial forecasting model that provides our clients with 24/7 access to an easy-to-use web-based interface as dynamic as the times we currently face.



Once the model is setup, FAMS will allow City staff to evaluate the impacts of changes in economic conditions, alternative types of development, update revenue estimates, revise operating and capital costs, and evaluate the impact of scenarios that come up during and outside of the City’s budget process. You will be able to use FAMS for the financial evaluation of potential decision alternatives when evaluating the impacts of potential “what if’s” as well as for developing annual budget and forecasts. Moreover, the 24/7 access to FAMS financial modeling power is through an easy-to-use web-based interface that goes beyond MS Excel. This allows for ultimate flexibility and control in performing multiple high-level sensitivity analyses and scenario management activities before, during, and after your budget process.

Excel-based models are often hard to understand, prone to errors, and limited by the capabilities of Excel. We developed FAMS to provide our clients a tool that is not limited by these constraints. FAMS offers multiple user account access defined by the City, instant and simultaneous access from any device (pc, smartphone or tablet), shared version-controlled scenarios that can be stored, recalled and compared with an unlimited number of other scenarios and a protected source code that eliminates errors.



“Comparing scenarios created so easily in FAMS saved a significant amount of time and helped us make decisions in a timely manner.”
- City of Olathe, Kansas

FAMS has allowed agencies to make a fundamental shift from a passive to an active form of financial management. Our clients have come to realize that a dynamic financial model that they can trust and that is instantly available to assist in evaluating changes is essential. Gone are the days where staff are unable to answer key questions about the impacts of the inevitable issues or unplanned changes that will arise within the community. A timely example is the ongoing COVID-19 pandemic. Our clients have used FAMS to “stress-test” their financial plans given the potential and real-time impacts from the pandemic. FAMS is a vital tool in briefing stakeholders on the changing impacts of COVID and navigating a course of action necessary to maintain financial stability, level of service, and affordability in uncertain times.



Ongoing Support Services

Based on our discussions with City Staff, it is our understanding that the City may desire for a consultant to provide ongoing support services related to the water and sewer utility finances. Stantec is capable of providing ongoing support services related to budgeting, reporting and the support of long-term borrowing through the development of Agreed Upon Procedures (AUP) letters. We provide these ongoing support services to several communities within North Carolina. To the extent that the City is interested in these support services we envision that they would be contracted in a separate engagement. Additionally, to the extent that the City would like access to and use of the FAMS, a separate usage and non-disclosure agreement would be necessary along with the separate engagement.

Level of Effort

The following tables presents a summary of the level of effort by task and cost for Phase I and Phase II. The level of effort is based on our understanding of the services requested by the City.

City of Hendersonville

Comprehensive Water and Sewer Rate Analysis and System Development Fee Analysis

Project Work Plan and Cost Estimate Schedule

Phase I Project Tasks	Estimated Labor-Hours				Total Project
	Senior Advisor	Project Manager	Managing Consultant	Project Analyst	
	Burnham	Hyder	Moher	Arturo	
Resources →					
Hourly Rates →	\$350	\$300	\$230	\$150	
Task 1 Project Management / Data Collection	1	4	4	5	14
Task 2 Development of Financial Plan	4	18	22	36	80
Task 3 Cost of Service Analysis	4	14	12	20	50
Task 4 Rate Structure Design	2	16	20	22	60
Task 5 Miscellaneous Fees	2	6	12	20	40
Task 6 Presentations	6	7	7	11	31
Task 7 Draft and Final Report	4	6	8	12	30
Total Estimated Labor Hours	23	71	85	126	305
Total Estimated Fee	\$8,050	\$21,300	\$19,550	\$18,900	\$67,800
Total Estimated Expenses					\$2,800
Total Estimated Project Cost					\$70,600









Phase II Project Tasks	Estimated Labor-Hours				Total Project
	Senior Advisor	Project Manager	Managing Consultant	Project Analyst	
	Burnham	Hyder	Moher	Arturo	
Resources →					
Hourly Rates →	\$350	\$300	\$230	\$150	
Task 1 Project Initiation	2	4	4	6	16
Task 2 Data Collection and Review	2	4	6	8	20
Task 3 System Development Fee Analysis	4	16	16	24	60
Task 4 Presentations	6	7	7	11	31
Task 5 Draft and Final Report	2	6	8	12	28
Total Estimated Labor Hours	16	37	41	61	155
Total Estimated Fee	\$5,600	\$11,100	\$9,430	\$9,150	\$35,280
Total Estimated Expenses					\$1,200
Total Estimated Project Cost					\$36,480

Schedule

The following presents our estimated schedule for the completion of Phase I and Phase II of the study. The schedule highlights key work sessions and meetings with City staff. Our proposal assumes that these work sessions will be conducted online and would be in addition to periodic check-ins with City staff. Our proposal incorporates two onsite meetings for Phase I and one onsite meeting for Phase II.

City of Hendersonville

Comprehensive Water and Sewer Rate Analysis and System Development Fee Analysis
Proposed Project Schedule

Phase I Tasks	January	February	March	April	May	June
Task 1 Project Initiation						
Task 2 Development of Financial Plan						
Task 3 Cost of Service Analysis						
Task 4 Rate Structure Design						
Task 5 Miscellaneous Fees						
Task 6 Presentations						
Task 7 Draft and Final Report						
Phase II Tasks	January	February	March	April	May	June
Task 1 Project Initiation						
Task 2 Data Collection and Review						
Task 3 Calculate System Development Fees						
Task 4 Presentations						
Task 5 Draft and Final Report						

 City Staff Work Sessions

 Council Presentations

Schedule is contingent on receipt of data within 2 weeks of submittal of data request

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL ACCEPTING STANTEC’S PROPOSAL FOR FINANCIAL SERVICES FOR A WATER AND SEWER RATE STUDY IN THE NOT TO EXCEED AMOUNT OF \$111,080

WHEREAS, the City periodically consults with financial firms to examine water and sewer utility rates to keep on target with financial sustainability goals; and,

WHEREAS, Staff requested proposals from recommended financial firms qualified to provide rate study, system development fee study, and agreed upon procedures letter services; and,

WHEREAS, the City has determined Stantec is the most qualified firm to offer the required services; and,

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

1. The City of Hendersonville accepts Stantec’s proposal to perform financial services for the water and sewer rate study, system development fee study, and future agreed upon procedures studies in the not to exceed amount of \$111,080.
2. The City Manager and City Attorney are authorized to negotiate and execute a final contract with Stantec for the financial services.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 10th day of February 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

Adam Murr

MEETING DATE:

02/10/2022

AGENDA SECTION:

CONSENT

DEPARTMENT:

Administration

TITLE OF ITEM:

Selection of ADW’s Proposal for Edwards Park Redevelopment – Adam Murr,
Budget Manager

SUGGESTED MOTION(S):

I move City Council adopt the resolution accepting ADW’s proposal for architectural and engineering services for the Edwards Park Redevelopment in the Not to Exceed amount of \$129,695.

SUMMARY:

The City mist hire an architectural and engineering services firm to design a proposed mini-golf course and associated amenities on the Edwards Park Property as part of the Fire Station 1 and Park Project. Staff publicly advertised a request for qualifications for the required services. Following review of responses, ADW was determined to be the most responsive and responsible firm by a group of reviewers.

BUDGET IMPACT: \$129,695 Not to Exceed.

Is this expenditure approved in the current fiscal year budget? Yes, CPO #19019.

If no, describe how it will be funded. N/A

ATTACHMENTS:

- Authorizing Resolution
- Architectural/Engineering Design Proposal

December 30, 2021

John Connet
City Manager
City of Hendersonville
145 Fifth Avenue East
Hendersonville, N.C. 28792

Re: Architectural & Engineering Services Revised Proposal for Edwards Park Redevelopment

Dear John;

ADW Architects is pleased to provide you this proposal to provide Architectural and Engineering Services for your Edwards Park Re-development project. We will provide the following Services;

- A- Master planning & Conceptual Design (already completed)
- B- Architectural & Engineering Services needed for the design & construction of a new Public Restroom/Concessions/Golf Building Architectural and Engineering Basic Services.
- C- Architectural & Engineering Services needed to coordinate with the miniature golf Design Builder.
- D- Architectural & Engineering Services needed for the re-development of the existing Park outside of the new miniature golf course.

The scope of services and fee for each of the above items would be as follows;

A- Park Master planning & Conceptual Design (completed) \$ 9,425 (see attached back-up)
ADW has provided Master Planning Services for the re-development of the Park. We have provided Conceptual design sketches that included a 3D video of re-development options.

B- Public Restrooms/Concessions/Golf Building \$ 38,000.
Architectural & Engineering Services needed for the design & construction of a new Public Restroom/Concessions/Golf Building. (Civil Engineering needed is included in item D)
These Services include Schematic Design, Design Development, Construction Documents, Bidding/Negotiation, Construction Contract Administration and coordination with the Construction Manager, City Staff and City Council. Cost Estimating will be provided by the Construction Manager.

These Services will include the following disciplines;

Architectural Services	\$ 25,000
Site/Civil Engineering & Landscape Architecture (in item D)	
Structural Engineering	\$ 6,000
Plumbing & Electrical Engineering	\$ 7,000

- C- Miniature Golf Course** Hourly fee with a maximum fee of \$15,000. If Services are needed beyond this amount, we will not invoice for the work without first getting approval from the City.

Architectural & Engineering Services needed to coordinate with the miniature golf Design Builder.

These Services include assisting the City and Construction Manager with developing an RFQ for the miniature golf Design Builder, multiple design and coordination meetings with the Design Builder/Construction Manager/City, document sharing with the Design Builder, coordination of the boundary tie-in between the golf course and the remainder of the Park, plumbing and electrical service extensions to serve the course, etc.

- D- Remainder of Edwards Park Re-development** \$82,270
Architectural & Engineering Services needed for the re-development of the existing Park outside of the new miniature golf course.

The scope of services will include the design, detailing and construction administration of the areas of redevelopment of the Park exclusive of the miniature golf course. These areas include demolition of existing structures, new parking, drives, storm water devices, walkways, site lighting, signage (concepts only, as detailed signage design will be provided by others), retaining walls, landscaping, etc. The scope of services also includes coordination with the Construction Manager, City Staff and City Council. Artwork design is not included.

These Services will include the following disciplines;

Architectural Services	\$ 23,000
Site/Civil Engineering & Landscape Architecture	\$ 49,270
Structural Engineering	\$ 5,000
Plumbing & Electrical Engineering	\$ 5,000

A summary of the Services and Fee Proposal is as follows;

A. Park Master Planning & Conceptual Design	\$ 9,425
B. A&E Services for new Restroom/Concessions/Golf Bldg.	\$38,000
D. A&E Services for remainder of Park re-development	\$82,270
Lump Sum Fee Total	\$129,695

- C. Services to coordinate with miniature golf Design-Builder - hourly fee with a maximum fee of \$15,000. If Services are needed beyond this amount, we will not invoice for this work without first getting approval from the City.

The following Project expenses would be considered reimbursable. They would be invoiced for only as needed, and they are not included in the fee above.

- all drawing printing (process, permitting and construction)
- project manual printing (specifications)
- postage and handling of permitting documents
- mounting, foam core, etc. for Owner requested presentation drawings
- FedEx or rush delivery
- regulatory application Fees, filing fees, review fees, permit fees, etc.

Please note that we do not charge for mileage, meals or any lodging required for the project.

The following Services are typically provided by the Owner as they are either related to the Owner's existing site or they are required third party inspections. ADW will aid the City by providing scope documents for the City's use in acquiring these items.

- Site Surveying
- Environmental Engineering
- Geotechnical Engineering
- Independent Construction Materials & Compaction Testing
- Special Inspections

The following Services have not been included in the fee.

- signage design (other than the main park identification sign and bldg. door signage)
- cost estimating
- artwork design
- coordination with artist(s)
- Telecom/Data, AV, Sound System, Security, CCTV, etc. Design
- building commissioning
- subsurface (or underground) storm water detention systems
- fire hydrant flow testing (if the water pressure at the site is not known or if required)
- fire pump design (only needed if water pressure is not sufficient)
- water & sewer pump station design if needed
- separate early construction packages, such as an early site work package, early foundation package, etc.
- traffic impact analysis, traffic studies, traffic signal design if required
- environmental assessments/engineering and impact statements if required
- hazardous material identification/abatement
- irrigation design
- water feature design/coordination
- design services for any off-site improvements that may be required, such as road widening, turn lanes, sidewalk/curb & gutter improvements, utilities extensions, storm water improvements, easements, etc. It is unknown at this time if any of these improvements will be needed.

The Design for all special systems, such as Telecom/Data, Audio Visual, Sound System, Security, CCTV, etc. will be provided by the City through Vendors hired directly by the City.

Our Consultants would be as follows;
Site/Civil Engineering & Landscape Architecture
Mattern & Craig, Inc.
12 Broad Street
Asheville, NC 28801

Structural Engineering
STEWART
200 S. College St., Suite 720
Charlotte, N.C. 28202

Mechanical, Electrical, Plumbing Engineering
RN&M Engineers
94 Main Street
Canton, NC 28716

John, we appreciate the opportunity to provide this revised proposal. If you have any questions, or if we have misunderstood your needed Scope of Services, please do not hesitate to contact us.

Sincerely,
ADW Architects



Jim Powell, AIA
Managing Principal
2815 Coliseum Centre Dr., Suite 500
Charlotte, NC 28217



Keith Carlyon, AIA, NCARB, LEED AP
Senior Principal
2815 Coliseum Centre Dr., Suite 500
Charlotte, NC 28217

City of Hendersonville
Park Master Planning & Conceptual Design

Professional Personnel

	Hours	Rate	Amount
Carlyon, Keith	10.00	145.00	\$1,450.00
Love, Ashley	3.00	130.00	\$390.00
Newton, Michael	9.00	125.00	\$1,125.00
Torres, Alberto	50.00	95.00	\$4,750.00
Zambrano, Daniel	<u>18.00</u>	95.00	<u>\$1,710.00</u>
Totals	90.00		\$9,425.00
			\$9,425.00

Resolution #__-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL ACCEPTING
ADW’S PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR
EDWARDS PARK REDEVELOPMENT IN THE NOT TO EXCEED AMOUNT OF \$129,695**

WHEREAS, City Council has determined a Fire Station 1 and Park Project is needed to provide sufficient fire safety and recreational opportunity in downtown Hendersonville; and,

WHEREAS, the City solicited proposals from architectural and engineering firms to provide design services for a mini-golf course relocation and associated amenities on the Edwards Park property in downtown Hendersonville, NC; and,

WHEREAS, the City made a good-faith effort to solicit proposals from historically underutilized businesses, and;

WHEREAS, the City has determined ADW is the most qualified firm to provide architectural and engineering services for the construction of the mini-golf course and related amenities; and,

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

- 1. The City of Hendersonville accepts ADW’s proposal to perform architectural and engineering services for the Edwards Park Redevelopment project in the not to exceed amount of \$129,695 and finds that ADW is the best qualified firm.
- 2. The City Manager and City Attorney are authorized to negotiate and execute a final contract with ADW for architectural and engineering services.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 10th day of February 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beecker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 02/10/2022

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: Selection of ADW's Proposal for Temporary Fire Station 3 Design – Adam Murr, *Budget Manager*

SUGGESTED MOTION(S):

I move City Council adopt the resolution accepting ADW's proposal for architectural and engineering services for the Temporary Fire Station 3 project in the Not to Exceed amount of \$110,040.

SUMMARY:

The City must hire an architectural and engineering services firm to design a proposed Temporary Fire Station 3 on an existing City-owned property at the corner of Shepherd St. and Old Spartanburg Hwy. Staff publicly advertised a request for qualifications for the required services. Following review of responses, ADW was determined to be the most responsive and responsible firm by a group of reviewers.

BUDGET IMPACT: \$110,040 Not to Exceed

Is this expenditure approved in the current fiscal year budget? Yes, CPO #19019

If no, describe how it will be funded. N/A

ATTACHMENTS:

Authorizing Resolution

Architectural/Engineering Design Proposal

December 29, 2021

John Connet
City Manager
City of Hendersonville
145 Fifth Avenue East
Hendersonville, N.C. 28792

Re: Revised Architectural & Engineering Services Proposal for new temporary Fire Station #3

Dear John;

ADW Architects is pleased to provide you this proposal to provide Architectural and Engineering Services for your new temporary Fire Station #3 project, which includes a new pole barn building to house apparatus, a modular building to house Fire Department staff, and site work associated with both structures. The site will need to be rezoned. The project will be publicly bid. We will provide Architectural Services, Civil Engineering, Landscape Architecture, Structural Engineering, and Mechanical, Electrical and Plumbing Engineering. Our Scope of Services will include needed design and engineering, permitting, bidding/contracts, and construction administration services. The drawings and tasks needed for Architectural Services are as follows;

Rezoning/Special Use Permit for Site

- Preliminary Meetings
- Coordination with and review of Zoning/SUP Site Plan
- Attend Rezoning Meeting and Board of Adjustment Meeting

Modular Building

- Ramp design & detailing
- Coordination with Modular Manufacturer
- Document coordination and review (Civil)
- Code Items

Pole Barn Building

- Cover Sheet
- Appendix B/Code Summary
- Life Safety Plan
- Floor Plan
- Building Elevations
- Sections
- Door/Finish Schedules
- Reflected Ceiling Plan
- Specifications
- Document Coordination and review (Civil, Structural, Mechanical, Electrical, Plumbing)

Permitting
Bidding & Contracts
Construction Contract Administration

Construction Contract Administration Services will include the following site visits;

- Architectural - 4 site visits
- Civil Engineering & LA - 3 site visits
- MEP Engineering - 4 site visits
- Structural Engineering - 2 site visits (footing/foundation/slab review only)

The Design for all special systems, such as Telecom/Data, Audio Visual, CCTV, Security, etc. will be provided by the City through Vendors hired directly by the City.

Our Fee for the above Scope of Work would be \$110,040 for Architectural Services, Civil Engineering & Landscape Architecture, Structural Engineering, Plumbing Engineering, Mechanical Engineering and Electrical Engineering.

Our Basic Services Fee would be apportioned as follows;

Architectural Services	\$ 36,500
Civil Engineering & Landscape Architecture	\$ 39,540 (see attached proposal)
Structural Engineering	\$ 22,000
MEP Engineering	\$ 12,000

The following Project expenses are not included in the fee above and would be considered reimbursable. They would be invoiced for only as needed.

- all drawing printing (process, permitting and construction)
- project manual printing (specifications)
- postage and handling of permitting documents only
- mounting, foam core, etc. for presentation drawings (rezoning)
- FedEx or rush delivery
- regulatory application Fees, filing fees, review fees, permit fees, etc.

Please note that we do not charge for mileage, meals or any lodging required for the project.

The following Services will be provided by the City.

- Site Surveying
- Environmental Engineering
- Geotechnical Engineering
- Independent Construction Materials & Compaction Testing
- Special Inspections

The following Services have not been included in the fee.

- building commissioning
- fire hydrant flow testing
- fire pump design
- water & sewer pump station design

- traffic impact analysis, traffic studies, traffic signal design
- environmental assessments/engineering and impact statements
- hazardous material identification/abatement
- irrigation design
- design services for any off-site improvements that may be required by permitting Agencies, such as road widening, turn lanes, sidewalk/curb & gutter improvements, utilities extension, storm water improvements, easements, etc.

Our Consultants would be as follows;

Site/Civil Engineering & Landscape Architecture

Mattern & Craig, Inc.
12 Broad Street
Asheville, NC 28801

Structural Engineering

STEWART
200 S. College St., Suite 720
Charlotte, N.C. 28202

Mechanical, Electrical, Plumbing and Fire Protection Engineering

RN&M Engineers
94 Main Street
Canton, NC 28716

John, we appreciate the opportunity to provide this revised proposal. If you have any questions, or if we have misunderstood your needed Scope of Services, please do not hesitate to contact us.

Sincerely,
ADW Architects



Jim Powell, AIA
Managing Principal
2815 Coliseum Centre Dr., Suite 500
Charlotte, NC 28217



Keith Carlyon, AIA, NCARB, LEED AP
Senior Principal
2815 Coliseum Centre Dr., Suite 500
Charlotte, NC 28217

**CLIENT AND ENGINEER
PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into and effective this ____ day of NOVEMBER, 2021, by and between:

ENGINEER:**CLIENT:**

Name: Mattern & Craig, Inc.
 Address: 12 Broad Street
Asheville, NC 28801
 Phone: 828.254.2201

Name: ADW Architecture
 Address: 2815 Coliseum Centre Drive, Ste 500
Charlotte, NC 28217
 Phone: 704.379.1919

The project upon which the services hereinafter described are to be performed is located at: _____
Hendersonville – Old Spartanburg Road at Shepherd Street

Project Title: Hendersonville Fire Station #3: Site Development

Services: Site Layout & Civil Engineering for Construction Documents

1. Site Layout Drawings, Rezoning & Permitting Assistance: for the site development of a temporary Fire Station #3 site to include: a pre-manufactured, City purchased triple-wide modular building for temporary Fire Station living quarters and building to house fire apparatus: including: a Fire Engine, Tower Truck, and a Battalion Chief vehicle. Design & layout for new metal building, triple-wide location, parking area, and an 18" culvert pipe at the road sloped to existing ditch at property line, foundation and concrete slab based on a 42'x60' building and a 42'x 60' apron in front of the building (structural engineering excluded)
Lump Sum Subtotal - \$12,760
2. Civil Engineering, including: final grading and drainage design for the site development for project; associated stormwater management SCM design by preferred green, LID methods; utility service connections as well as a required sewer pump station as required by City. Deliverables to include: Final Construction Plans & Specifications for public bidding package prepared by ADW Architects.
Lump Sum Subtotal - \$17,390
3. Construction Phase Administration Services, included: RFI responses, Shop Drawings review & approvals, Up to three (3) monthly site visits with reports, substantial & final inspections to determine substantially completed work and final Civil Engineering Certification with the permit closeout.
Lump Sum Subtotal - \$9,390

Fee: Payment for the hereinabove described services will be **Lump Sum Total of \$39,540**

Time of Completion: As required by The City of Hendersonville Fire Department to meet their building schedule.

In addition to the matters set forth herein, our agreement shall include, and shall be subject to, the Standard Provisions attached hereto and incorporated herein. If you concur and wish us to proceed with the services described above, please have both enclosed originals of this Agreement executed by a properly authorized individual in the space provided. Retain one and return the other. Times stated in this agreement are valid for sixty (60) days from the date executed by the Engineer.

ENGINEER:**CLIENT:**

By: Brian Newman, PE
 Title: Principal
 Date: November 22, 2021

By: _____
 Title: _____
 Date: _____

Resolution #__-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL ACCEPTING
ADW'S PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR A
NEW TEMPORARY FIRE STATION 3 IN THE AMOUNT OF \$110,040**

WHEREAS, City Council has determined a Fire Station 1 and Park Project is needed to provide sufficient fire safety and recreational opportunity in downtown Hendersonville; and,

WHEREAS, the City will need a temporary Fire Station 3 facility for Fire Department employees, equipment, and sustained service delivery; and,

WHEREAS, the City has determined that the Fire Station 3 services are closely related to the services described in the Fire Station 1 and Park Project request for qualifications; and,

WHEREAS, City have determined ADW is the most qualified firm to provide architectural and engineering services for the construction of the temporary Fire Station 3; and,

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

1. The City of Hendersonville accepts ADW's proposal to perform architectural and engineering services for the temporary Fire Station 3 in the not to exceed amount of \$110,040 and finds that ADW is the best qualified firm.
2. The City Manager and City Attorney are authorized to negotiate and execute a final contract with ADW for architectural and engineering services.

Adopted by the City Council of the City of Hendersonville, North Carolina on this
10th day of February 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 02/10/2022

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: Budget Amendments Mid-Year FY22 – *Adam Murr, Budget Manager*

SUGGESTED MOTION(S):

I move City Council adopt the budget amendments 02102022-01, 02102022-02, 02102022-03, 02102022-04, 02102022-05, and 02102022-06 (mid-year budget amendments) as presented.

SUMMARY:

At the mid-point in each fiscal year, the City regularly amends its budget to re-prioritize funds as needed. This year, the City is making various operating budget changes across the General Fund, Main Street MSD Fund, 7th Avenue MSD Fund, Water and Sewer Fund, Stormwater Fund, and Environmental Services Fund. The Water and Sewer Capital Project Fund will be amended to reflect additional revenues from the State for a French Broad Raw Water Intake Project. Additionally, amendment 02102022-05 is recommended to budget for changes made resulting from a pay and classification study.

BUDGET IMPACT:

- *Fund 010: \$883,364 increase
- *Fund 020: \$20,449 increase
- *Fund 021: \$4,660 increase
- *Fund 060: \$633,614 increase
- *Fund 067: \$18,861 increase
- *Fund 068: \$66,586 increase
- Fund 460: \$8,124,035 increase
- *These increases include pay and classification appropriations.

Is this expenditure approved in the current fiscal year budget? No.

If no, describe how it will be funded.

Various amendments to revenues at mid-year based on forecast and the strategic use of fund balance.

ATTACHMENTS:

1. Mid-Year Budget Report Memo
2. Budget Amendments: 02102022-01, 02102022-02, 02102022-03, 02102022-04, 02102022-05, and 02102022-06

To: John Connet, City Manager
Cc: City Council
Department Heads
Re: Mid-Year Budget Report
Date: January 31, 2022
From: Brian Pahle, Assistant City Manager
Adam Murr, Budget Manager
Alex Norwood, Budget & Management Analyst

The following report provides information on the City of Hendersonville's FY21-22 budget and the respective analysis for revenues and expenditures at mid-year, December 2021. The report will summarize high-level observations, provide an overview of recommended adjustments, and provide an amendment for accounts requiring Council approval.

The report is broken down by a governmental and enterprise section and reports on the City's six (6) main funds: General, Main St. MSD, 7th Ave. MSD, Water/Sewer, Stormwater, and Environmental Services. This report will be submitted to City Council at their regular February 10th, 2022 meeting.

Governmental Funds

The three governmental funds covered in this report include the General Fund, Main St. MSD Fund, and 7th Avenue MSD Fund. The General Fund revised budget as of 12/31/2021 totals \$21,297,120 including a budgeted fund balance appropriation of \$2,568,244. The Main Street MSD Fund revised budget totals \$522,366 including a budgeted fund balance appropriation of \$19,366. The 7th Avenue MSD Fund revised budget totals \$107,738 including a budgeted fund balance appropriation of \$19,363. Major highlights of these fund's mid-year performance and recommended adjustments are presented in the following sections.

Ad Valorem Tax (Revenues)

For the tax year 2021, the City continued an interlocal agreement with Henderson County to consolidate tax collection under the County. The County provides this service for a fee of 0.5% of the total collections. At mid-year, collections for the tax year 2021 (FY22) General Fund ad valorem taxes total approximately 56.29% of the total levy. Comparably, in 2020 (FY21), collections totaled 81.18%. Staff is aware of tax billing conflicts at the County, creating a delay in collections this fiscal year. The Main Street MSD Fund and 7th Avenue MSD Fund are experiencing similar collection decreases. The Main Street MSD Fund has collected 62.89% of ad valorem property taxes, while the 7th Avenue MSD Fund has collected 75.86% of budgeted property taxes.

Prior year collections have exceeded initial budget estimates in the General Fund, Main Street MSD Fund, and 7th Avenue MSD Fund. Our mid-year amendment includes adjustments considering the increased collection amounts.

Unrestricted Intergovernmental Taxes (Revenues)

When we began the budgeting process for local option sales taxes (LOST) for FY22 we had data from October through January. These four data points averaged 13.34% higher than the previous fiscal year (FY20). As astonishing as sales tax growth was during the pandemic, it appeared that the trend was not slowing down. Additionally, we knew upcoming collections for March and April would be strong based on the FY20 decreases of -5.70% and -7.56%, respectively. Those months resulted in increases of 43.86% and 39.93%, respectively. The FY21 LOST finished the year averaging 19.38% higher than FY20. Keep in mind this collection was also affected by major changes in ad valorem tax levy changes from the FY20 county-wide revaluation. Our proportionate share of County sales taxes grew by 3.77% based on the revaluation and tax rate changes. Knowing sales tax is elastic and looking at these large gains, it is reasonable to assume that there will be some correction in the coming years, the question remains “when?”.

In FY22 collections are remaining strong, growing on average another 13.88% over the surprisingly strong FY21 collection. Remember this represents four months of collections. Estimating an overall growth for FY22 at 10.69%, it is reasonable to estimate that the City’s sales taxes will total \$5.09m. The estimated year-end breakdown by fund is General Fund \$4.78m, Main St. Fund \$254k, and 7th Ave. Fund \$51k. Adjustments to the budget for the FY22 mid-year report have been made in a conservative view of this estimate to maintain some flexibility come year-end.

Other (Revenues)

Powell Bill distributions are a large, restricted source of revenue in the General Fund. According to North Carolina General Statute (NCGS) 136-41.3(a), funds must be used primarily for street resurfacing within corporate limits, with some allowance to maintain bridges, drains, curbs, and other necessary public transportation amenities. The proposed mid-year amendments increase the State’s contribution by \$87,660 to \$467,860 to match budget to the actual contribution amount received. Furthermore, the City contributed \$199,800 in property tax revenue to Powell Bill-related activities. It is recommended this budget be re-prioritized to purchase critical equipment related to traffic, including a bucket truck purchase and traffic cabinet equipment purchase. The Public Works Department continues to work on street resurfacing as a high priority item, defined by the Council’s mission, vision, and values statements.

Additional proposed amendments for FY22 include increases to DMV ad valorem taxes (\$25,000), police court fees (\$760), electric utility taxes (\$25,000), rental income (\$5,000), cemetery lot revenue (\$5,000), special planning project fees (\$12,500), miscellaneous income (\$10,000) and sale of capital assets (\$35,000).

Overall, the proposed amendments result in a net increase in revenues of \$883,364 for the General Fund, including a \$517,291 increase to fund balance appropriated for pay and classification implementation, transfers, and other corrections. The Main Street MSD Fund amendment increases revenues \$20,449, including a \$5,899 increase to fund balance appropriated for pay and classification implementation. 7th Avenue MSD Fund revenues will increase \$4,660 under the proposed mid-year amendment with a \$3,027 increase to fund balance appropriated, including \$1,631 for pay and classification.

Salary & Benefits (Expenditures)

Remember Council discussed the City’s pay and classification study at the 01/06/2022 regular meeting. The pay and classification study will have a major impact on all operating funds. Implementing the 65th Percentile Range Penetration Option on 02/10/2022 will result in the following increases: General Fund \$312,648 increase, Main Street MSD Fund \$5,899 increase, 7th Avenue MSD Fund \$1,631 increase. Also remember City Council elected to provide a holiday bonus in December 2021 – our recommended amendments have included the budgetary adjustments needed to cover the provided employee bonuses.

Transfer Out (Expenditures)

There is a proposed transfer of \$35,051 from the General Fund to the Environmental Services Fund. This transfer will cover the recommended operational amendments needed in the Environmental Services Fund. To implement the 65th percentile range penetration pay and classification option, we recommend an additional \$31,535 transfer from the General Fund to the Environmental Services Fund. The General Fund will additionally transfer \$123,159 to the Governmental Capital Project Fund at mid-year to begin a project to preserve Hendersonville City Hall. In total, \$158,210 will be transferred out of the General Fund for these initiatives.

Special Appropriations (Expenditures)

There is a special appropriation increase recommended in the General Fund in the amount of \$58,300 to cover contributions to local non-profits and make an increase to the appropriation amount that was provide to Interfaith Assistance Ministry for a total of \$18,000 for providing crisis relief and utility bill assistance services.

Other Equipment, Supplies, & Services (Expenditures)

Additionally, there is a long list of smaller proposed amendments to regular operating accounts to fix budget issues that have arisen in the first half of the fiscal year. These are typical amendments for repairs and other supplies.

Contingencies (Expenditures)

Finally, the General Fund’s contingency account had an adopted budget of \$75,000. At mid-year, this budget amount has decreased to \$19,477 to cover various overages across all departments within the General Fund. At this time, it is recommended we keep the existing contingency budget at its current level for use to cover unforeseen expenditures and opportunities.

The total recommended change in total budget for the governmental funds is presented, as follows.

Fund	\$ Change		65 th Range Penetration
General Fund	Increase \$570,716	AND	Increase \$312,648
Main St. MSD Fund	Increase \$14,550	AND	Increase \$5,899
7 th Ave. MSD Fund	Increase \$3,029	AND	Increase \$1,631

The amendment detailing these changes is included with the agenda item.

Enterprise Funds

The three enterprise funds covered in this report include the Water and Sewer Fund, Stormwater Fund, and Environmental Services Fund. The Water and Sewer Fund revised budget as of 12/31/2021 totals \$20,394,676 including a budgeted fund balance appropriation of \$385,951. The Stormwater Fund revised budget totals \$1,336,642 including a budgeted fund balance appropriation of \$25,552. The Environmental Services Fund revised budget totals \$1,941,189 including a budgeted fund balance appropriation of \$20,881. Major highlights of these fund's mid-year performance and recommended adjustments is presented in the following sections.

User Charges (Revenues)

User charges for the sale of utility services are the largest income source for the enterprise funds. Operating under a business-like structure, the City charges customers directly based on the amount of a service or resource consumed. The City has deliberated with rate experts and consultants to recommend rates to the City Council. Adherence to recommendations for the current fiscal year (FY21-22) and forward will be an important consideration as we continually prioritize capital projects, analyze the health and longevity of our utility systems, and meet financial covenants set through our revenue bond (parity bond) and other borrowings.

As of 12/31/2021, the water sales account has collected \$5,715,046 (43.96%) of budgeted user charge revenue. This collection amount reflects approximately 22 weeks of revenue collection out of 52 total weeks. 30 major collection cycles remain this fiscal year. Compared to prior fiscal years, water sales revenues are higher. This increased actual water sale revenue trend can be attributed to a few factors including finance department efforts to improve utility bill collections and increased economic growth in greater Henderson County (with utility connections increasing over time). The sewer charges account has collected \$3,679,447 (39.43%) of budgeted revenues. The Stormwater Fund has collected \$530,161 (41.74%) of budgeted stormwater fee revenue. The Environmental Services Fund has collected \$518,625 (42.06%) of budgeted user charge revenue.

At a high level, staff recommends a \$500,000 increase to water sales revenues, and a \$325,000 decrease to sewer charge revenues in the Water and Sewer Fund. It is recommended major revenue sources in the Stormwater Fund and Environmental Services Fund remain

Tap Fees (Revenues)

In addition to user charges, the Water and Sewer Fund tracks revenues collected from the connection of customers to our infrastructure. The tap fee revenue source is a good indicator of the local economy, providing insight to the rate of development in the City and Henderson County. Thus far, in FY21-22, we have collected \$172,121 (46.86%) of our \$367,325 budgeted water and sewer tap revenues. Based on current collections, staff recommend no change to budgeted revenues for water and sewer tap fees.

Other (Revenues)

Various other minor revenue sources are accounted for in the enterprise funds. Some other sources of revenue include disconnect/reconnect fees, customer participation charges, investment earnings, sale of assets, and miscellaneous income. At mid-year FY21-22, staff recommends Council approve the following adjustments to other revenues: \$4,400 increase to miscellaneous sales revenues, \$23,678 increase to water and sewer inspection fees revenues, \$40,500 increase to sewer billing service charges revenues, \$50,850 increase to sewer surcharge revenues, and a \$25,850 increase to miscellaneous income.

Salary & Benefits (Expenditures)

There are several needed increases to salaries lines, including adjustments for holiday bonuses provided to employees in December 2021. Other increases come from projections in the finance department based on payroll analytics. Additionally, we must account for hiring bonuses provided to new employees.

Finally, as was observed in the governmental fund portion of this memo, the City must also include a proportionate share of pay and classification study costs in the enterprise funds. Dependent upon Council’s decision, there are various costs to implement. The 65th percentile range penetration will increase appropriations in the Water and Sewer Fund by \$190,178, increase the Stormwater Fund \$18,661, and the Environmental Services Fund \$31,535.

Professional and Contracted Services (Expenditures)

Professional and contracted services expenditures cover items we often request assistance with from outside firms. Engineering consulting, construction management, land surveying, information technology consulting, and master planning are a few common expenditures in this category within our Enterprise Funds. In FY21-22, there are small increases recommended for engineering contracts and outside firm provided services such as sludge hauling needed for sustained operations at our water and wastewater treatment facilities.

Contingencies, Transfers, and Others (Expenditures)

Contingencies in the Water and Sewer Fund is recommended to decrease \$43,972 to a total of \$106,990 to adjust for needed appropriation increases in operational departments. There are no contingencies changes recommended for the Stormwater Fund or Environmental Services Fund. As noted in the governmental side of this memo, the General Fund has budgeted \$35,051 in transfers to the Environmental Services Fund within this mid-year amendment for operational items as well as pay and classification implementation.

The total recommended adjustment in total budget for the enterprise funds is presented, as follows.

Fund	\$ Change		65 th Range Penetration
Water and Sewer Fund	Increase \$443,436	AND	Increase \$190,178
Stormwater Fund	Increase \$200	AND	Increase \$18,661
Environmental Services Fund	Increase \$35,051	AND	Increase \$31,535

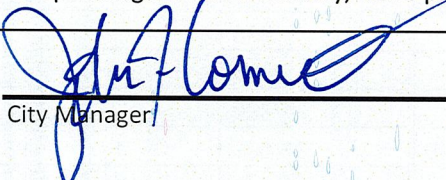
The amendment detailing these changes is included with the agenda item.

BUDGET AMENDMENT

FUND 010					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
Common Accounts/Revenues					
010-0000-470900	Fund Balance Appropriation	1,361,744	204,643	-	1,566,387
010-0000-400102	Prior Year Ad Val Taxes	27,358	11,705	-	39,063
010-0000-400110	Ad Val Tax - DMV	750,000	25,000	-	775,000
010-0000-400501	Rental Vehicle Tax	7,500	-	897	6,603
010-0000-410001	Local Sales and Use Tax	4,475,000	200,000	-	4,675,000
010-0000-410110	ABC Revenues	335,000	-	2,500	332,500
010-0000-410200	Court Fees - Police	2,500	760	-	3,260
010-0000-410300	Electric Utility Tax	900,000	25,000	-	925,000
010-0000-410301	Telecom Sales Tax	145,000	-	15,000	130,000
010-0000-420002	HVL Housing Authority Reimbursement	68,125	-	33,125	35,000
010-0000-420010	Powell Bill Allocation	380,200	87,660	-	467,860
010-0000-430003	Rental Income - Non-Taxable	25,000	5,000	-	30,000
010-0000-430009	Cemetery Lot Revenue	17,500	5,000	-	22,500
010-0000-440009	Conditional Use Fees - Zoning	2,000	-	2,000	-
010-0000-440010	Special Project Fees - Planning	23,800	12,500	-	36,300
010-0000-460001	Misc Income	1,000	10,000	-	11,000
010-0000-470030	Insurance Proceeds	4,318	1,970	-	6,288
010-0000-470050	Sale of Capital Assets	10,000	35,000	-	45,000
010-0000-598901	Transfer Out (to ESF 068 and CPF 410)	48,208	158,210	-	206,418
Governing Board					
010-1001-501002	Salaries and Wages - Board/PT/Aux	20,750	295	-	21,045
010-1001-502001	FICA Tax	-	806	-	806
010-1001-502005	Group Med and Life	-	9,495	-	9,495
010-1001-519104	Professional Services - Engineering	-	800	-	800
010-1001-519200	Contracted Services	13,450	35,600	-	49,050
010-1001-521010	Office Supplies	2,516	130	-	2,646
010-1001-540001	Special Appropriations	348,895	58,300	-	407,195
Administration					
010-1002-501030	Incentive Payments	-	4,150	-	4,150
010-1002-519104	Professional Services - Engineering	34,770	155	-	34,925
010-1002-519200	Contracted Services	44,110	75,000	-	119,110
010-1002-521001	Supplies and Materials	4,000	2,955	-	6,955
010-1002-531205	Advertising	1,000	90	-	1,090
010-1002-531700	Liability and Property Insurance	2,464	990	-	3,454
Legal					
010-1005-501001	Salaries and Wages - Regular	78,120	6,100	-	84,220
010-1005-501030	Incentive Payments	-	500	-	500
Finance					
010-1008-501001	Salaries and Wages - Regular	230,388	3,000	-	233,388
010-1008-501002	Salaries and Wages - Board/PT/Aux	1,250	2,335	-	3,585
010-1008-501030	Incentive Payments	-	4,050	-	4,050
010-1008-531200	Postage	1,000	580	-	1,580
Information Technology					
010-1010-501030	Incentive Payments	-	150	-	150
010-1010-501010	Salaries and Wages - Overtime	-	2	-	2
010-1010-521010	Office Supplies	10,000	1,280	-	11,280
010-1010-523004	Cellphone Stipend	-	30	-	30
010-1010-531280	Employee Events	-	150	-	150
Engineering					
010-1014-501030	Incentive Payments	-	2,150	-	2,150
010-1014-519104	Professional Services - Engineering	19,000	2,885	-	21,885
010-1014-524030	Fuel	750	1,070	-	1,820
Community Development					
010-1200-501030	Incentive Payments	-	6,000	-	6,000
Police					
010-1300-501030	Incentive Payments	-	53,000	-	53,000
010-1300-531700	Liability and Property Insurance	74,491	13,260	-	87,751
Fire					
010-1400-501030	Incentive Payments	-	35,000	-	35,000
010-1400-501025	Salaries and Wages - Uniforms	11,100	900	-	12,000
010-1400-531700	Liability and Property Insurance	58,904	5,020	-	63,924
Public Works Administration					
010-1502-501010	Salaries and Wages - Overtime	600	245	-	845
010-1502-501030	Incentive Payments	-	1,950	-	1,950
Fleet					
010-1521-501001	Salaries and Wages - Regular	180,137	2,050	-	182,187
010-1521-501030	Incentive Payments	-	3,374	-	3,374
Building Maintenance					

010-1523-501001	Salaries and Wages - Regular	132,236	50,100	-	182,336
010-1523-501011	Salaries and Wages - Holiday Pay	897	35	-	932
010-1523-501030	Incentive Payments	-	3,800	-	3,800
010-1523-524010	R&M Buildings	44,000	1,075	-	45,075
010-1523-534000	Non-Capital Equipment	-	4,474	-	4,474
010-1523-554001	Capital Outlay Equipment	-	9,604	-	9,604
Grounds Maintenance					
010-1525-501030	Incentive Payments	-	6,600	-	6,600
010-1525-531700	Liability and Property Insurance	8,094	229	-	8,323
010-1525-534000	Non-Capital Equipment	-	7,226	-	7,226
Streets and Highways					
010-1555-501001	Salaries and Wages - Regular	252,737	14,950	-	267,687
010-1555-501014	Salaries and Wages - Shift Differential	-	20	-	20
010-1555-501030	Incentive Payments	-	6,290	-	6,290
010-1555-531700	Liability and Property Insurance	15,579	250	-	15,829
Traffic Engineering					
010-1560-501001	Salaries and Wages - Regular	102,725	35,100	-	137,825
010-1560-501011	Salaries and Wages - Holiday Pay	691	135	-	826
010-1560-501030	Incentive Payments	-	2,850	-	2,850
010-1560-519200	Contracted Services	-	-	-	-
010-1560-524030	R&M Trucks	4,000	670	-	4,670
010-1560-524040	R&M Streets/Sidewalks	533,000	-	65,140	467,860
010-1560-531220	Travel	3,200	165	-	3,365
010-1560-531700	Liability and Property Insurance	1,741	226	-	1,967
FUND 010	TOTAL REVENUES		624,238	53,522	
	TOTAL EXPENDITURES		635,856	65,140	

A standard amendment for mid-year to address various budgetary items in the General Fund (010). Items to be addressed range from adjusting salaries based on updated projections to fixing shortfalls in operating accounts. Notably, we're proposing a transfer of \$35,051 to the Environmental Services (ESF) Fund 068.


City Manager

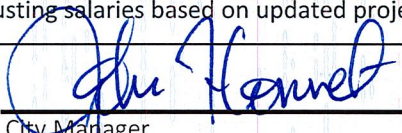
1-28-22
Date

City Clerk

Date
Approved: 2/10/2022

BUDGET AMENDMENT

FUND 020 021					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
Common Accounts/Revenues					
020-0000-400102	Prior Year Ad Val Taxes	1,000	1,830	-	2,830
020-0000-440013	Sidewalk Dining Fee	250	2,720	-	2,970
020-0000-410001	Local Sales and Use Tax	225,000	10,000	-	235,000
Main Street MSD					
020-2102-501001	Salaries and Wages - Regular	114,956	9,970	-	124,926
020-2102-501002	Salaries and Wages - P/T	22,600	-	4,650	17,950
020-2102-501010	Salaries and Wages - Overtime	750	800	-	1,550
020-2102-501025	Salaries and Wages - Uniforms	-	150	-	150
020-2102-501030	Salaries and Wages - Incentive Pmts	-	2,110	-	2,110
020-2102-502001	FICA Tax Expense	8,947	450	-	9,397
020-2102-502050	Retirement Expense	13,275	675	-	13,950
020-2102-524010	R&M Buildings	-	500	-	500
020-2102-531220	Travel	2,500	1,975		
020-2102-531225	Training	3,500	2,000	-	5,500
020-2102-531230	Tax Billing	-	570	-	570
FUND 020	TOTAL REVENUES		14,550	-	
	TOTAL EXPENDITURES		19,200	4,650	
Common Accounts/Revenues					
021-0000-410001	Local Sales and Use Tax	47,500	750	-	48,250
021-0000-400102	Prior Year Ad Val Taxes	125	883	-	1,008
021-0000-470900	Fund Balance Appropriated	19,363	1,396	-	20,759
7th Avenue MSD					
021-2202-501001	Salaries and Wages - Regular	35,226	3,187	-	38,413
021-2202-501002	Salaries and Wages - P/T	4,400	-	1,406	2,994
021-2202-501010	Salaries and Wages - Overtime	250	140	-	390
021-2202-501012	Salaries and Wages - Standby	-	76	-	76
021-2202-501025	Salaries and Wages - Uniforms	-	32	-	32
021-2202-502001	FICA Tax Expense	2,744	147	-	2,891
021-2202-502050	Retirement Expense	4,071	213	-	4,284
021-2202-501030	Salaries and Wages - Incentive Pmts	-	640	-	640
FUND 021	TOTAL REVENUES		3,029	-	
	TOTAL EXPENDITURES		4,435	1,406	
A standard amendment for mid-year to address various budgetary items in the Main Street and 7th Avenue Municipal Service Distric (MSD) Funds (020 & 021). Items to be addressed range from adjusting salaries based on updated projections to fixing shortfalls in operating accounts.					



City Manager

1-28-22

Date

City Clerk

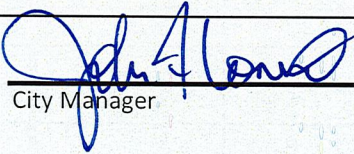
Date

Approved: 2/10/2022

BUDGET AMENDMENT

FUND 060					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
Common Accounts/Revenues					
060-0000-470900	Fund Balance Appropriation	385,951	123,158	-	509,109
060-0000-430001	Misc Sales	-	4,400	-	4,400
060-0000-430501	Water Sales	13,000,000	500,000	-	13,500,000
060-0000-430701	Sewer Charges	6,075,000	-	325,000	5,750,000
060-0000-444102	W&S Inspection Fees	-	23,678	-	23,678
060-0000-445201	Sewer Billing Service Charges	10,500	40,500	-	51,000
060-0000-445202	Sewer Surcharges	10,000	50,850	-	60,850
060-0000-460001	Misc Income	10,000	25,850	-	35,850
060-0000-534999	Contingencies	150,962	-	43,972	106,990
060-0000-598901	Transfer Out (to WSCPF 460)	100,000	123,158	-	223,158
Water & Sewer Finance					
060-1008-501030	Incentive Payments	-	15,950	-	15,950
060-1008-523003	Utilities Telephone and Internet	-	750	-	750
Water & Sewer Information Technology					
060-1010-501010	Salaries and Wages - Overtime	300			
060-1010-501030	Incentive Payments	-	2,850	-	2,850
060-1010-531210	Permits License and Fees	464,848	3,000	-	467,848
060-1010-531280	Employee Events	-	68		
060-1010-534000	Non-Capital Equipment	21,385	466		
Water & Sewer Engineering					
060-1014-501030	Incentive Payments	-	8,200	-	8,200
Water & Sewer Fleet					
060-1521-501001	Salaries and Wages - Regular	109,368	1,230	-	110,598
060-1521-501025	Salaries and Wages - Uniforms	315	35	-	350
060-1521-501030	Incentive Payments	-	2,049	-	2,049
Water & Sewer Administration					
060-7002-501001	Salaries and Wages - Regular	922,233	18,035	-	940,268
060-7002-501010	Salaries and Wages - Overtime	1,000	2,650	-	3,650
060-7002-501030	Incentive Payments	-	12,400	-	12,400
060-7002-502055	Retiree Insurance	-	3,302	-	3,302
060-7002-521001	Supplies and Materials	3,000	300	-	3,300
060-7002-521010	Office Supplies	700	2,250	-	2,950
060-7002-523004	Cellphone Stipend	600	1,250	-	1,850
060-7002-531215	Dues and Subscriptions	320	6,850	-	7,170
060-7002-531225	Training	5,000	2,800	-	7,800
060-7002-531700	Liability and Property Insurance	5,105	1,200	-	6,305
Water Facilities Maintenance					
060-7032-501002	Salaries and Wages - PT	17,000	8,040	-	25,040
060-7032-501030	Incentive Payments	-	5,360	-	5,360
060-7032-524030	R&M Trucks	12,000	7,100	-	19,100
060-7032-531700	Liability and Property Insurance	8,125	600	-	8,725
060-7032-554001	Capital Outlay - Equipment	125,000	33,750	-	158,750
Water Treatment Plant					
060-7035-501001	Salaries and Wages - Regular	546,455	21,615	-	568,070
060-7035-501025	Salaries and Wages - Uniforms	-	1,350	-	1,350
060-7035-501030	Incentive Payments	-	11,000	-	11,000
060-7035-522001	Chemicals	485,000	1,100	-	486,100
060-7035-531700	Liability and Property Insurance	16,822	80	-	16,902
060-7035-555003	Plants and Pump Stations	-	2,725	-	2,725
Water Operations and Meter Support					
060-7050-501001	Salaries and Wages - Regular	346,884	40,260	-	387,144
060-7050-501010	Salaries and Wages - Overtime	5,000	1,400	-	6,400
060-7050-501012	Salaries and Wages - Standby	3,300	2,000	-	5,300
060-7050-501025	Salaries and Wages - Uniforms	1,100	415	-	1,515
060-7050-501030	Incentive Payments	-	9,190	-	9,190
060-7050-523003	Utilities Telephone and Internet	9,700	5,000	-	14,700
060-7050-531700	Liability and Property Insurance	7,226	2,600	-	9,826
Water Distribution and Maintenance					
060-7055-501012	Salaries and Wages - Standby	-	4,000	-	4,000
060-7055-501030	Incentive Payments	-	22,440	-	22,440
060-7055-531700	Liability and Property Insurance	39,694	10,655	-	50,349
Sewer Facilities Maintenance					
060-7132-501002	Salaries and Wages - PT	8,000	3,960	-	11,960
060-7132-501030	Incentive Payments	-	2,640	-	2,640

Wastewater Treatment Plant					
060-7135-501030	Incentive Payments	-	9,000	-	9,000
060-7135-519104	Professional Services Engineering	-	370	-	370
060-7135-519205	Sludge Management	257,000	35,000	-	292,000
060-7135-521010	Office Supplies	2,600	80	-	2,680
060-7135-531215	Dues and Subscriptions	-	1,250	-	1,250
Sewer Operations and Meter Support					
060-7150-501001	Salaries and Wages - Regular	110,756	19,100	-	129,856
060-7150-501012	Salaries and Wages Standby	1,500	1,075	-	2,575
060-7150-501030	Incentive Payments	-	2,810	-	2,810
Sewer Collection and Maintenance					
060-7155-501012	Salaries and Wages Standby	-	1,815	-	1,815
060-7155-501030	Incentive Payments	-	10,560	-	10,560
060-7155-521110	Protective Clothing	-	110	-	110
060-7155-531700	Liability and Property Insurance	25,458	110	-	25,568
060-7155-532400	Miscellaneous	300	55	-	355
FUND 060	TOTAL REVENUES		768,436	325,000	
	TOTAL EXPENDITURES		487,408	43,972	
A standard amendment for mid-year to address various budgetary items in the Water and Sewer Fund (060). Items to be addressed range from adjusting salaries based on updated projections to fixing shortfalls in operating accounts.					



City Manager

1-28-22

Date

City Clerk

Date

Approved:

2/10/2022

BUDGET AMENDMENT

FUND 067 068					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
Common Accounts/Revenues					
067-0000-460001	Misc Income	-	200	-	200
Main Street MSD					
067-7555-501001	Salaries and Wages - Regular	366,145	5,310	-	371,455
067-7555-501010	Salaries - Overtime	602	2,240	-	2,842
067-7555-501025	Salaries - Uniform/Taxab	100	750	-	850
067-7555-501030	Salaries - Incentive Payments	-	7,400	-	7,400
067-7555-519200	Contracted Services	243,275	-	7,000	236,275
067-7555-531200	Postage	500	960	-	1,460
067-7555-531210	Permits License and Fees	16,990	-	2,000	14,990
067-7555-531225	Training	1,500	220	-	1,720
067-7555-531255	Bank Service Charges	-	330	-	330
067-7555-553000	Capital Outlay - Land Improvements	140,000	-	9,460	130,540
067-7555-554001	Capital Outlay - Equipment	40,000	1,450	-	41,450
FUND 067	TOTAL REVENUES		200	-	
	TOTAL EXPENDITURES		18,660	18,460	
Common Accounts/Revenues					
068-0000-470100	Transfer In (from GF 010)	-	35,051	-	35,051
ESF Fleet					
068-1521-501001	Salaries and Wages - Regular	32,167	362	-	32,529
068-1521-501030	Salaries and Wages - Incentive Pmts	-	603	-	603
Sanitation					
068-7855-501001	Salaries and Wages - Regular	591,045	16,620	-	607,665
068-7855-501014	Salaries - Shift Diff	-	475	-	475
068-7855-501025	Salaries - Uniform/Taxab	2,370	155	-	2,525
068-7855-501030	Salaries - Incentive Payments	-	15,960	-	15,960
068-7855-502092	State Unemployment Insurance	-	76	-	76
068-7855-521001	Supplies & Materials	32,000	650	-	32,650
068-7855-531255	Bank Service Charges	-	150	-	150
FUND 068	TOTAL REVENUES		35,051	-	
	TOTAL EXPENDITURES		35,051	-	
A standard amendment for mid-year to address various budgetary items in the Stormwater and Environmental Services (ESF) Funds (067 and 068). Items to be addressed range from adjusting salaries based on updated projections to fixing shortfalls in operating accounts. Notable, we're proposing a \$35,051 transfer to the ESF from the General Fund (010).					



City Manager

1-28-22

Date

City Clerk

Date

Approved: 2/10/2022

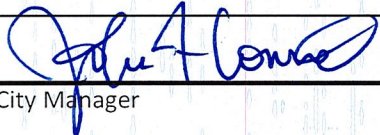
BUDGET AMENDMENT

FUND 010 020 021 060 067 068			
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE	DECREASE
010-0000-470900	Fund Balance Appropriation	312,648	-
010-0000-598901	Transfer Out (to ESF 068)	31,535	-
010-1008-501001	Salaries and Wages - Regular	4,225	-
010-1555-501001	Salaries and Wages - Regular	7,946	-
010-1014-501001	Salaries and Wages - Regular	7,409	-
010-1400-501001	Salaries and Wages - Regular	74,750	-
010-7002-501001	Salaries and Wages - Regular	781	-
010-1300-501001	Salaries and Wages - Regular	89,254	-
010-1502-501001	Salaries and Wages - Regular	6,444	-
010-1200-501001	Salaries and Wages - Regular	4,127	-
010-1002-501001	Salaries and Wages - Regular	3,873	-
010-1523-501001	Salaries and Wages - Regular	2,215	-
010-2102-501001	Salaries and Wages - Regular	1,367	-
010-7855-501001	Salaries and Wages - Regular	1,073	-
010-7032-501001	Salaries and Wages - Regular	6,816	-
010-1521-501001	Salaries and Wages - Regular	4,771	-
010-1010-501001	Salaries and Wages - Regular	298	-
010-7050-501001	Salaries and Wages - Regular	32	-
010-1525-501001	Salaries and Wages - Regular	8,933	-
010-1560-501001	Salaries and Wages - Regular	1,704	-
010-1008-501002	Salaries and Wages - Board/PT/Aux	52	-
010-1400-501002	Salaries and Wages - Board/PT/Aux	3,635	-
010-1002-501002	Salaries and Wages - Board/PT/Aux	492	-
010-1008-502001	FICA Tax Expense	328	-
010-1555-502001	FICA Tax Expense	608	-
010-1014-502001	FICA Tax Expense	567	-
010-1400-502001	FICA Tax Expense	5,997	-
010-7002-502001	FICA Tax Expense	60	-
010-1300-502001	FICA Tax Expense	6,828	-
010-1502-502001	FICA Tax Expense	493	-
010-1200-502001	FICA Tax Expense	316	-
010-1002-502001	FICA Tax Expense	334	-
010-1523-502001	FICA Tax Expense	170	-
010-2102-502001	FICA Tax Expense	105	-
010-7855-502001	FICA Tax Expense	83	-
010-7032-502001	FICA Tax Expense	522	-
010-1521-502001	FICA Tax Expense	365	-
010-1010-502001	FICA Tax Expense	23	-
010-7050-502001	FICA Tax Expense	3	-
010-1525-502001	FICA Tax Expense	684	-
010-1560-502001	FICA Tax Expense	131	-
010-1008-502050	Retirement Expense	525	-
010-1555-502050	Retirement Expense	976	-
010-1014-502050	Retirement Expense	910	-
010-1400-502050	Retirement Expense	9,620	-
010-7002-502050	Retirement Expense	96	-
010-1300-502050	Retirement Expense	15,995	-
010-1502-502050	Retirement Expense	791	-
010-1200-502050	Retirement Expense	507	-
010-1002-502050	Retirement Expense	536	-
010-1523-502050	Retirement Expense	272	-
010-2102-502050	Retirement Expense	168	-
010-7855-502050	Retirement Expense	132	-
010-7032-502050	Retirement Expense	837	-
010-1521-502050	Retirement Expense	586	-
010-1010-502050	Retirement Expense	37	-
010-7050-502050	Retirement Expense	4	-
010-1525-502050	Retirement Expense	1,097	-
010-1560-502050	Retirement Expense	210	-
FUND 010	TOTAL REVENUES	312,648	-
	TOTAL EXPENDITURES	312,648	-
020-0000-470900	Fund Balance Appropriation	5,899	-
020-1523-501001	Salaries and Wages - Regular	94	-
020-2102-501001	Salaries and Wages - Regular	2,609	-
020-7855-501001	Salaries and Wages - Regular	1,341	-
020-7032-501001	Salaries and Wages - Regular	287	-
020-1525-501001	Salaries and Wages - Regular	511	-
020-1560-501001	Salaries and Wages - Regular	72	-
020-1523-502001	FICA Tax Expense	8	-

020-2102-502001	FICA Tax Expense	200	-
020-7855-502001	FICA Tax Expense	103	-
020-7032-502001	FICA Tax Expense	22	-
020-1525-502001	FICA Tax Expense	40	-
020-1560-502001	FICA Tax Expense	6	-
020-1523-502050	Retirement Expense	12	-
020-2102-502050	Retirement Expense	321	-
020-7855-502050	Retirement Expense	165	-
020-7032-502050	Retirement Expense	36	-
020-1525-502050	Retirement Expense	63	-
020-1560-502050	Retirement Expense	9	-
FUND 020	TOTAL REVENUES	5,899	-
	TOTAL EXPENDITURES	5,899	-
021-0000-470900	Fund Balance Appropriation	1,631	-
021-1523-501001	Salaries and Wages - Regular	24	-
021-2102-501001	Salaries and Wages - Regular	846	-
021-7855-501001	Salaries and Wages - Regular	269	-
021-7032-501001	Salaries and Wages - Regular	72	-
021-1525-501001	Salaries and Wages - Regular	128	-
021-1560-501001	Salaries and Wages - Regular	18	-
021-1523-502001	FICA Tax Expense	2	-
021-2102-502001	FICA Tax Expense	65	-
021-7855-502001	FICA Tax Expense	21	-
021-7032-502001	FICA Tax Expense	6	-
021-1525-502001	FICA Tax Expense	10	-
021-1560-502001	FICA Tax Expense	2	-
021-1523-502050	Retirement Expense	3	-
021-2102-502050	Retirement Expense	104	-
021-7855-502050	Retirement Expense	33	-
021-7032-502050	Retirement Expense	9	-
021-1525-502050	Retirement Expense	16	-
021-1560-502050	Retirement Expense	3	-
FUND 021	TOTAL REVENUES	1,631	-
	TOTAL EXPENDITURES	1,631	-
060-0000-470900	Fund Balance Appropriation	190,178	-
060-1008-501001	Salaries and Wages - Regular	18,459	-
060-1014-501001	Salaries and Wages - Regular	22,424	-
060-7002-501001	Salaries and Wages - Regular	7,437	-
060-1502-501001	Salaries and Wages - Regular	105	-
060-1002-501001	Salaries and Wages - Regular	6,975	-
060-7155-501001	Salaries and Wages - Regular	21,073	-
060-7035-501001	Salaries and Wages - Regular	20,614	-
060-7135-501001	Salaries and Wages - Regular	14,201	-
060-7032-501001	Salaries and Wages - Regular	3,272	-
060-1521-501001	Salaries and Wages - Regular	2,897	-
060-1010-501001	Salaries and Wages - Regular	2,694	-
060-7055-501001	Salaries and Wages - Regular	26,210	-
060-7050-501001	Salaries and Wages - Regular	11,411	-
060-7150-501001	Salaries and Wages - Regular	558	-
060-1008-502001	FICA Tax Expense	1,487	-
060-1014-502001	FICA Tax Expense	1,716	-
060-7002-502001	FICA Tax Expense	569	-
060-1502-502001	FICA Tax Expense	8	-
060-1002-502001	FICA Tax Expense	572	-
060-7155-502001	FICA Tax Expense	1,613	-
060-7035-502001	FICA Tax Expense	1,577	-
060-7135-502001	FICA Tax Expense	1,087	-
060-7032-502001	FICA Tax Expense	251	-
060-1521-502001	FICA Tax Expense	222	-
060-1010-502001	FICA Tax Expense	207	-
060-7055-502001	FICA Tax Expense	2,006	-
060-7050-502001	FICA Tax Expense	873	-
060-7150-502001	FICA Tax Expense	43	-
060-1008-502050	Retirement Expense	2,386	-
060-1014-502050	Retirement Expense	2,752	-
060-7002-502050	Retirement Expense	913	-
060-1502-502050	Retirement Expense	13	-
060-1002-502050	Retirement Expense	917	-
060-7155-502050	Retirement Expense	2,587	-
060-7035-502050	Retirement Expense	2,530	-
060-7135-502050	Retirement Expense	1,743	-
060-7032-502050	Retirement Expense	402	-
060-1521-502050	Retirement Expense	356	-
060-1010-502050	Retirement Expense	331	-
060-7055-502050	Retirement Expense	3,217	-
060-7050-502050	Retirement Expense	1,401	-

060-7150-502050	Retirement Expense	69	-
FUND 060	TOTAL REVENUES	190,178	-
	TOTAL EXPENDITURES	190,178	-
067-0000-470900	Fund Balance Appropriation	18,661	-
067-1555-501001	Salaries and Wages - Regular	3,129	-
067-1014-501001	Salaries and Wages - Regular	8,848	-
067-7002-501001	Salaries and Wages - Regular	391	-
067-1525-501001	Salaries and Wages - Regular	3,191	-
067-1555-502001	FICA Tax Expense	240	-
067-1014-502001	FICA Tax Expense	677	-
067-7002-502001	FICA Tax Expense	30	-
067-1525-502001	FICA Tax Expense	245	-
067-1555-502050	Retirement Expense	384	-
067-1014-502050	Retirement Expense	1,086	-
067-7002-502050	Retirement Expense	48	-
067-1525-502050	Retirement Expense	392	-
FUND 067	TOTAL REVENUES	18,661	-
	TOTAL EXPENDITURES	18,661	-
068-0000-470100	Transfer In (from GF 010)	31,535	-
068-1555-501001	Salaries and Wages - Regular	679	-
068-7002-501001	Salaries and Wages - Regular	637	-
068-7855-501001	Salaries and Wages - Regular	24,125	-
068-1521-501001	Salaries and Wages - Regular	852	-
068-1555-502001	FICA Tax Expense	52	-
068-7002-502001	FICA Tax Expense	49	-
068-7855-502001	FICA Tax Expense	1,846	-
068-1521-502001	FICA Tax Expense	66	-
068-1555-502050	Retirement Expense	84	-
068-7002-502050	Retirement Expense	79	-
068-7855-502050	Retirement Expense	2,961	-
068-1521-502050	Retirement Expense	105	-
FUND 068	TOTAL REVENUES	31,535	-
	TOTAL EXPENDITURES	31,535	-

A budget amendment that will establish pay and classification study implementation under the 65th percentile, range penetration option - increasing salaries and wages, FICA, and retirement expenses where appropriate.



City Manager

1-28-22

Date

City Clerk

Approved:

Date

2/10/2022

BUDGET AMENDMENT

FUND 060 460

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
460-0000-532400	Misc. Expenditure	2,574,000	-	461,100	2,112,900
460-0000-470010-16007	Proceeds of Debt	15,390,000	7,662,935	-	23,052,935
460-0000-598901-16007	Transfers Out	184,867	-	-	184,867
460-1014-560900-16007	Cost of Issuance	-	461,100	-	461,100
460-1014-550102-16007	Capital Outlay Services and Fees	1,943,846	2,016,889	-	3,960,735
460-1014-550103-16007	Capital Outlay CIP	13,446,154	5,646,046	-	19,092,200
FUND 460	TOTAL REVENUES		7,662,935	461,100	
	TOTAL EXPENDITURES		8,124,035	-	

A budget amendment to edit the French Broad River Raw Water Intake Capital Project Budget (#16007). This amendment is needed to increase the project to reflect revenues anticipated from NCDEQ.

City Manager

Date

City Clerk

Date

Approved: 2/10/2022



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Harrell

MEETING DATE: February 10,2022

AGENDA SECTION: CONSENT

DEPARTMENT: Human Resources

TITLE OF ITEM: Revision of the Personnel Policy –Amending Article VII. Section 4 – Holidays: Compensation When Work is Required or Regularly Scheduled Off for Shift Personnel – *Jennifer Harrell, HR Director*

SUGGESTED MOTION(S):

I move City Council adopt the Personnel Policy Amendment Resolution, as presented.

SUMMARY:

Staff is amending Article VII. Section 4.- Holidays: Compensation When Work is Required or Regularly Scheduled Off for Shift Personnel by clarifying shift employees required to perform work on regularly scheduled holidays will be paid for hours actually worked. Any hours that qualify for overtime may be compensated with compensatory time in accordance with Article III. Section 13. Compensatory Time.

BUDGET IMPACT: \$0.00

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS: Hendersonville Personnel Policy Article VII. Section 4.

ARTICLE VII. HOLIDAYS AND LEAVES OF ABSENCE

Section 4. Holidays: Compensation When Work is Required or Regularly Scheduled Off for Shift Personnel

Shift employees required to perform work on regularly scheduled holidays ~~may be granted compensatory time off or~~ will be paid for hours actually worked. Any hours that qualify for overtime may be compensated with compensatory time in accordance with Article III. Section 13. Compensatory Time. ~~in addition to any holiday pay to which they are entitled. This compensatory time shall be granted whenever feasible. If a holiday falls on a regularly scheduled off-duty day for shift personnel, the employee shall receive the hours for paid holiday leave. Departments with employees working a shift schedule may elect to compensate those employees for working on the "true" holiday rather than the designated holiday.~~

Resolution #__-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AMENDING
THE CITY OF HENDERSONVILLE PERSONNEL POLICY**

WHEREAS, the City of Hendersonville maintains a personnel policy the purpose of which is to establish a system of personnel administration for recruiting, selecting, employing, developing and maintaining an effective and responsible work force; and

WHEREAS, the City of Hendersonville wishes to amend Article VII. Section 4 – Holidays: Compensation When Work is Required or Regularly Scheduled Off for Shift Personnel by clarifying shift employees required to perform work on regularly scheduled holidays will be paid for actual hours worked; and

WHEREAS, any hours that qualify for overtime may be compensated with compensatory time in accordance with Article III. Section 13. Compensatory Time.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that from and after the effective date of this resolution, Article VII. Section 4 of the Personnel Policy attached to this resolution, is hereby adopted.

This policy will become effective as of the date of adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 10th day of February 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jamie Carpenter, Downtown
Manager

MEETING DATE: February 10, 2022

AGENDA SECTION: CONSENT

DEPARTMENT:
Community
Development –
Downtown Division

TITLE OF ITEM: Downtown Events Assistant Position Change, *Jamie Carpenter, Downtown Manager*

SUGGESTED MOTION(S):

I move that City Council approve the updated Downtown Events & Marketing Assistant job position and description as presented.

SUMMARY:

This is increasing the part time Events & Marketing Assistant position to be a full time position. Additional duties added includes being an on-site/on-call staff for events on Main Street that are not produced by the Downtown program. The additional hours for this employee year round will allow all downtown division to further improve events and downtown programming.

BUDGET IMPACT: \$3739 (Main Street) \$1396 (7th Avenue)

Is this expenditure approved in the current fiscal year budget? PT position was funded, the adjustment reflects the increase in hours/benefits for a full time position for the remainder of the fiscal year.

If no, describe how it will be funded. Use of fund balance \$3739 (Main Street) \$1396 (7th Avenue)

ATTACHMENTS: Updated job description.

Community Development Department

Events & Marketing Assistant

Primary Reason Why Classification Exists

To perform skilled administrative work to assist with planning and coordination the promotional activities and special events for City's Community Development Department Downtown Division.

Distinguishing Features of the Class

An employee in this class performs a variety of tasks and functions to assist with day-to-day execution of events, event planning as well as implementation of marketing strategies.

This employee is required to be on-site for downtown events which includes every Saturday from May – December, some additional nights, weekends and holidays. This position also serves as event liaison for events not produced by the Downtown Division/Friends of Downtown Hendersonville. This will require the employee being on-call and on-site for additional events throughout the year.

This employee supports the Downtown Division staff in executing the organization's communications strategy to include all forms of public and media relations, print and web based outreach, and social media. The position requires creativity, interpersonal skills as well as verbal and written communication skills. Energy, self-motivation, effective follow-through, and the ability to work both individually and as a team player are vital.

Work requires a great deal of independence and may include supervising volunteers, or providing assistance to others. Work is performed under the general supervision of the Downtown Manager and is evaluated on attainment of specific performance objectives, personal observation, feedback from stakeholders, visitors, the general public and other performance criteria.

Illustrative Examples of Work

- Serves as on-site support at Downtown Hendersonville events from set up through breakdown including but not limited to Hendersonville Farmers Market, Rhythm & Brews Concert Series, Bearfootin' Art Walk, Treat Street Carnival and Holiday Tree Lighting
- Assists the Downtown Events Coordinator with event planning and execution
- Supports the Downtown Events Coordinator and Downtown Manager with day-to-day marketing and advertising activities and long-term strategic planning, including but not limited to drafting social media posts, conducting live social media videos, digital and print advertising, poster design and distribution, radio copy, press releases, etc.
- Manages volunteer coordination for all downtown events
- Assists with vendor relations and coordination
- Provides creative input and feedback on overall processes
- Assists with organizing and taking inventory of supplies and equipment related to events
- Attends Downtown Events Team meetings and any other relevant meetings to the position as a second point of contact and perspective
- Assists Downtown staff with special projects which could include research, compiling data, long term planning, graphic design, and other possible assignments
- Creates and/or coordinates activities or experiences at events to improve visitor/customer experience
- Assists in enforcing event rules
- Completes administrative and data entry duties.

- Serves as contact person for event producers and City Special Events committee, including taking minutes for Special Events Committee, on-call point of contact for day of events, checking in with departments and event organizers week before event.

Knowledge, Skills and Abilities

- Ability to work irregular hours including evenings, weekends and some holidays
- Ability to stand, kneel, walk or be active for extended periods of time in seasonable weather conditions
- Ability to lift up to 50lbs occasionally or 20lbs regularly during event set up and breakdown
- Ability to interact and communicate with a variety of customers, merchants, volunteers and stakeholders as well as the general public
- At least one year of proven experience using social media platforms on behalf of an organization or business
- Ability to troubleshoot and problem solve as issues arise while on-site at events
- Must be a motivated people-person with the ability to field complicated and difficult questions
- Strong work ethic
- Excellent organizational skills
- Excellent verbal and written communication skills
- Customer service oriented
- Proficiency with Microsoft Office
- Graphic design and/or photography and video skills preferred
- Experience in event planning, party planning or merchandising preferred
- Ability to work in a professional office environment

Physical Requirements

Work in this classification is defined as light work requiring the physical exertion of up to 50 pounds of force occasionally and/or 20 pounds of force constantly to move objects. Physical demands require climbing, crouching, crawling, standing, walking and lifting. Vocal communication is required for responding to inquiries, expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels. Visual acuity is required for extensive reading, to prepare and analyze written or computer data, determine the accuracy and thoroughness of work, and observe general surroundings and activities

Working Conditions

Work is generally performed in both inside in an office environment and outside environmental conditions in which the employee is subject to workplace hazards including exposure atmospheric conditions with extreme cold and heat for short periods of time. Employee is subject to a level of noise requiring workers to shout in order to be heard above the ambient noise level and a chance of injury from walking or standing in a construction site.

Education

Graduation from an accredited college or university with a associate's or bachelor's degree in Business, Marketing, Hospitality, Event Management, Communications or related field of study.

Experience Two (2) or more years of related experience in special events, marketing and promotions and volunteer coordination; or an equivalent combination of education and experience.

Special Requirements

- Valid driver's license

FLSA Status: Non-Exempt

Disclaimer

This classification specification has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to perform the job. The City of Hendersonville reserves the right to assign or otherwise modify the duties assigned to this classification.

January, 2022



CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

SUBMITTER: Brendan Shanahan, Civil Engineer IV
MEETING DATE: February 10, 2022
AGENDA SECTION: CONSENT
DEPARTMENT: Engineering
TITLE OF ITEM: Utility Extension Agreement for the Landings of Flat Rock Assisted Living Facility – *Brendan Shanahan, Engineering*

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Henderson Propco, LLC for the Landings of Flat Rock Assisted Living Facility as presented and recommended by staff.

SUMMARY:
The Landings of Flat Rock Assisted Living Facility located off South Allen Road in Henderson County proposes to extend the City's gravity sewer system to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the gravity sewer line extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

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

PROJECT NUMBER: 20137
PETITION NUMBER: N/A
ADDITIONAL PETITION NUMBER: N/A
PETITIONER NAME: N/A

ATTACHMENTS:
Utility Extension Agreement – Landings of Flat Rock
Map showing Landings of Flat Rock parcel

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON
Prepared by and return to: Angela S. Beeker, City Attorney, City of Hendersonville, in the City Box

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this 6th day of January, 2022, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **HENDERSON PROPCO, LLC**, a North Carolina limited liability company, herein referred to as "Developer,"

WITNESSETH:

THAT WHEREAS, Developer is the owner of, and is desirous of developing and improving, a tract of land situated in Henderson County, State of North Carolina, described as follows:

Consisting of +/- 8.449 acres, and being all of that real property described in that deed recorded in Deed Book of Record 3619 at Page 669, Henderson County registry, having a REID of 10006513, hereinafter referred to as the "Property"; and

WHEREAS, in the process of such development and improvement, Developer is desirous of constructing water infrastructure and/or sanitary sewer infrastructure to and on said tract(s) of land, for which the City requires that the Developer enter into a utility extension agreement with the City, said water and/or sewer infrastructure to consist of the following:

Being and consisting of: Proposed gravity sewer line to serve the proposed assisted living facility to be known as the Landings of Flat Rock, located on South Allen Road, Hendersonville, NC, consisting of approximately 990 LF of 8" sewer line (SDR 35), 4 manholes and other appurtenances which will connect into the existing 8" sewer main along South Allen Road, and being more particularly shown and described on those construction plans and specifications, dated November 18, 2021, prepared by Summey Engineering Associates, PLLC, Project E6443, said plans being incorporated herein by reference, all of the foregoing described infrastructure being constructed to serve the Landings at Flat Rock being collectively hereinafter referred to as the "New Infrastructure"; and

WHEREAS, the Developer has received zoning approval from the Hendersonville City Council for such development and improvement on the Property; and as used herein, New Infrastructure shall be deemed to include changes to the New Infrastructure made pursuant to amendments to the Plans which have been approved by the City; and

WHEREAS, the Property is located within the City's municipal boundaries; and

WHEREAS, Developer desires to have the completed New Infrastructure connected to the City's municipal water system and/or sanitary sewer system and made an integral portion thereof; and

WHEREAS, the City will permit said system(s) to be connected to the municipal system(s) under the terms and conditions heretofore established and agreed upon between the parties and specifically in conformance with the requirements of the most recent extension policy, most recent water and sewer standard construction specifications and details, and the City's Code of Ordinances currently in force.

NOW, THEREFORE, in consideration of the mutual benefits which will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

1. Developer shall, at Developer's own expense, employ a North Carolina registered and licensed professional engineer ("Engineer") to complete design and permitting of the proposed New Infrastructure in conformance with NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer), the City's water and sewer standard construction specifications and details, and the City water and/or sewer Master Plan(s).
2. Developer shall require the Engineer to submit plans, reports, technical specifications, fees, permit applications, and any other items as required and approvable by the City ("Required Documents"). The Engineer shall disclose all proposed changes in the approved construction plans to the City in writing. If proposed changes are deemed by the City to be "significant" in nature, the City may require the Engineer to resubmit plans for re-permitting. The determination of whether a change is deemed to be significant shall be in the sole and absolute discretion of the City, and the Developer agrees to be bound thereby. This will require written approval by the City prior to re-submitting to the permitting agency or before proceeding with changes, even if permitting agency re-submittal is not required. City approval of a utility extension is subject to expiration should construction not be completed after a period of two years from the date of approval. Once the Required Documents have been approved by the City, they shall be deemed to be incorporated herein by reference as an amendment to this Agreement to indicate the Developers construction obligations under this Agreement.
3. The City will perform construction inspection during installation of the New Infrastructure and upon project completion submit written certification that the project was completed in accordance with the approved plans and specifications as required by NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule as of the date of this agreement. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified, and accepted.
4. The Developer shall, at his or her own expense, furnish and transfer to the City all on-site and off-site easements, rights-of-way, and real property required for access to and perpetual maintenance and operation of the New Infrastructure and its appurtenances in accordance with the terms of this Agreement as provided herein below.

Developer will be required to enter into the City's standard Deed of Dedication and Conveyance With Associated Easements for conveyance of the New Infrastructure and on-site easements, as amended. Further Developer will be required to use the City's standard Utility Infrastructure Easement Agreement when securing the necessary off-site right of way for the operation and maintenance of the New Infrastructure. For the avoidance of doubt, both standard forms permit use of the easements for the future installation of water, sewer and stormwater lines, and their associated appurtenances and accessories, in addition to the New Infrastructure, by or on behalf of the City. The City shall provide a copy of these standard forms upon request by the Developer.

5. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
6. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.
7. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.
8. Developer shall submit the name, address, and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information
9. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.
10. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.

11. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.
12. Upon completion of construction, the Developer shall cause the Engineer to arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's construction inspector to determine if the project is acceptable to the City. At this time, a draft as-built shall be submitted to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by the City. This report shall be transmitted to the responsible parties. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re-inspection of the system.
13. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by the City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.
14. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.
15. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Developer shall cause the Engineer to submit as-builts in formats acceptable to the City. The Engineer shall also submit any easements required for the New Infrastructure and any deeds necessary to convey ownership to the City. The Developer shall be responsible for acquiring easements from any third parties owning property over which any portion of the New Infrastructure is constructed, said easements to be titled in the name of the City, using forms to be provided by the City.
16. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses, and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).
17. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form proper for recording in the appropriate public registry. The conveyance of real property shall be in the form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an

ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. With the execution hereof, Developer and City specifically agree that the New Infrastructure shall remain personal property and shall not become a part of the real property, regardless of whether or not the New Infrastructure is permanently affixed to the real property comprising the Property.

18. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry and must be received by the City in conjunction with the City's receipt of the Required Conveyances.
19. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.
20. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period.
21. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.
22. Once all items are complete, City staff shall submit the project to City Council for formal acceptance during a regularly scheduled meeting. The City shall issue a formal "Letter of Acceptance" upon acceptance by City

Council to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers.

23. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
24. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City shall be in form approved by the City's legal counsel. Such consent by the City and approval by the City's legal counsel shall be for the sole and exclusive benefit and reliance of the City and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.
25. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules or regulations.
26. This agreement is executed in the State of North Carolina and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.
27. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

The remainder of this page is left blank intentionally.

PLEASE BE ADVISED: The City shall not allow the activation of any water or sewer services until the City receives partial certification approval or final approval from the permitting agency and shall not allow the issuance of any certificates of occupancy until the City deems the project complete.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

DEVELOPER: HENDERSON PROPCO, LLC,
a North Carolina Limited Liability Company

THE CITY OF HENDERSONVILLE

BY:  (signature) Manager (SEAL)

BY: _____ (SEAL)
John Connet, City Manager

Printed name: Charles E. Trefzger
Title: Manager

STATE OF NORTH CAROLINA COUNTY OF BURKE

I, RICHARD B. HONEYCUTT, (printed name of notary) a Notary Public of said County and State, do hereby certify that CHARLES E. TREFZGER, personally appeared before me this day, and being duly sworn, stated that they are the MANAGER (title) for HENDERSON PROPCO, LLC, a North Carolina limited liability company, and that they executed and acknowledged the foregoing instrument on behalf of HENDERSON PROPCO, LLC pursuant the due authorization by HENDERSON PROPCO, LLC and that the instrument is the act and deed of HENDERSON PROPCO, LLC.

WITNESS my hand and official seal, this 12TH day of JANUARY, 2022

My commission expires 04/22/2024


Notary Public Signature



STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, _____, (printed name of notary) a Notary Public in and for the State and County aforesaid, do hereby certify that John F. Connet, personally appeared before me and, being duly sworn, stated that he is City Manager of the City of Hendersonville, North Carolina, and that he executed and acknowledged the foregoing instrument on behalf of the City of Hendersonville pursuant to order of the City Council of said City and that the instrument is the act and deed of the City of Hendersonville.

WITNESS my hand and official seal, this _____ day of _____, 20____

My commission expires _____

Notary Public Signature

(OFFICIAL SEAL)

CITY OF HENDERSONVILLE UTILITY AVAILABILITY

PIN: 9588124337

Section 5, Item K.

COLLEGE DR

8"

403

I 26

6"

6"

S ALLEN RD

PIN: 9588124337
Blue Ridge Fire District

Sewer Layers

Gravity Main

- Public Gravity Main
- Abandoned

Water Layers

Fire Hydrants

- City Fire Hydrant

Water Main

- City Water Main
- Private Fire Line
- Abandoned Water Main



JANUARY 2021



Feet

The City of Hendersonville makes every effort to confirm the accuracy of this information; however, it does not warrant or guarantee that any information provided is accurate or current.

Z:\GIS\Water_Sewer_Dept\WS_GIS_Projects\Water_Sewer_Availability_Maps

Resolution #__-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION
AGREEMENT WITH HENDERSON PROPCO, LLC FOR THE LANDINGS OF FLAT
ROCK ASSISTED LIVING FACILITY**

WHEREAS, the City of Hendersonville owns, operates and maintains a water distribution system to serve customers throughout Henderson County; and

WHEREAS, residential, commercial, and industrial developments often require public water service as a part of their development projects; and

WHEREAS, the Developer extends public water lines to their site, which upon completion and acceptance, are provided to the City to own, operate, and maintain; and

WHEREAS, the City requires a Utility Extension Agreement to be executed to establish requirements of both the Developer and the City for the water line extension process; and

WHEREAS, Henderson Propco, LLC, the “Developer” and “Owner”, will enter into a Utility Extension Agreement with the City to provide water service to the Landings of Flat Rock Assisted Living Facility.

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

1. The Utility Extension Agreement with Henderson Propco, LLC, the “Developer” and “Owner” to provide water service to the Landings of Flat Rock Assisted Living Facility is approved, as presented.
2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 10th day of February 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

Brendan Shanahan, Civil Engineer IV

MEETING DATE:

February 3, 2022

AGENDA SECTION:

CONSENT

DEPARTMENT:

Engineering

TITLE OF ITEM:

Utility Extension Agreement for the Rutledge Road Subdivision – Brendan Shanahan, Engineering

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Windsor Built Homes, Inc for the Rutledge Road Subdivision as presented and recommended by staff.

SUMMARY:
The Rutledge Road Subdivision located off Rutledge Road in Henderson County proposes to extend the City's water distribution system to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

BUDGET IMPACT: \$0

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

PROJECT NUMBER:

21104

PETITION NUMBER:

N/A

ADDITIONAL PETITION NUMBER:

N/A

PETITIONER NAME:

N/A

ATTACHMENTS:

Utility Extension Agreement – Rutledge Road Subdivision

Map showing Rutledge Road Subdivision parcel

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON
Prepared by and return to: Angela S. Beeker, City Attorney, City of Hendersonville, in the City Box

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this 6th day of January, 2022, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and between **WINDSOR BUILT HOMES, INC.**, a North Carolina corporation, herein referred to as "Developer,"

WITNESSETH:

THAT WHEREAS, Developer is the owner of, and is desirous of developing and improving, a tract of land situated in Henderson County, State of North Carolina, described as follows:

Being all of that real property more particularly described in those deeds recorded in Deed Book of Record 3775 at Page 272 and in Deed Book of Record 3750 at Page 359, both of the Henderson County Registry, also being shown on those plats recorded on Plat Book 2021 at Page 13539 and Plat Book 2021 at Page 13540, both of the Henderson County Registry, having REIDs of 701757 and 10007650, all of the foregoing described real property collectively hereinafter referred to as the "Property"; and

WHEREAS, in the process of such development and improvement, Developer is desirous of constructing water infrastructure and/or sanitary sewer infrastructure to and on said tract(s) of land, for which the City requires that the Developer enter into a utility extension agreement with the City, said water and/or sewer infrastructure to consist of the following:

Being and consisting of: a water line to serve Rutledge Road Subdivision, on Rutledge Road in Fletcher, NC, including approximately 1470 LF of 6" water line (DIP/CL350) and appurtenances, which will connect to the existing 8" water main along Rutledge Road as shown on those design plans prepared by WGLA Engineering, PLLC, bearing a job number of 20134, and dated November 19, 2021, all of the foregoing infrastructure being constructed to serve Rutledge Road Subdivision collectively hereinafter referred to as the "New Infrastructure"; and

WHEREAS, the Developer has or will receive zoning approval from the designated governing body for such development and improvement on the Property; and as used herein, New Infrastructure shall be deemed to include changes to the New Infrastructure made pursuant to amendments to the Plans which have been approved by the City; and

WHEREAS, the Property is not located within the City's municipal boundaries but is located within the Town of Fletcher, North Carolina; and

WHEREAS, the City is not obligated to offer water or sanitary sewer service to property outside its corporate limits; and

WHEREAS, Developer desires to have the completed New Infrastructure connected to the City's municipal water system and/or sanitary sewer system and made an integral portion thereof; and

WHEREAS, the City will permit said system(s) to be connected to the municipal system(s) under the terms and conditions heretofore established and agreed upon between the parties and specifically in conformance with the requirements of the most recent extension policy, most recent water and sewer standard construction specifications and details, and the City's Code of Ordinances currently in force.

NOW, THEREFORE, in consideration of the mutual benefits which will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

1. Developer shall, at Developer's own expense, employ a North Carolina registered and licensed professional engineer ("Engineer") to complete design and permitting of the proposed New Infrastructure in conformance with NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer), the City's water and sewer standard construction specifications and details, and the City water and/or sewer Master Plan(s).
2. Developer shall require the Engineer to submit plans, reports, technical specifications, fees, permit applications, and any other items as required and approvable by the City ("Required Documents"). The Engineer shall disclose all proposed changes in the approved construction plans to the City in writing. If proposed changes are deemed by the City to be "significant" in nature, the City may require the Engineer to resubmit plans for re-permitting. The determination of whether a change is deemed to be significant shall be in the sole and absolute discretion of the City, and the Developer agrees to be bound thereby. This will require written approval by the City prior to re-submitting to the permitting agency or before proceeding with changes, even if permitting agency re-submittal is not required. City approval of a utility extension is subject to expiration should construction not be completed after a period of two years from the date of approval. Once the Required Documents have been approved by the City, they shall be deemed to be incorporated herein by reference as an amendment to this Agreement to indicate the Developers construction obligations under this Agreement.
3. The City will perform construction inspection during installation of the New Infrastructure and upon project completion submit written certification that the project was completed in accordance with the approved plans and specifications as required by NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule as of the date of this agreement. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified, and accepted.

4. The Developer shall, at his or her own expense, furnish and transfer to the City all on-site and off-site easements, rights-of-way, and real property required for access to and perpetual maintenance and operation of the New Infrastructure and its appurtenances in accordance with the terms of this Agreement as provided herein below.

Developer will be required to enter into the City's standard Deed of Dedication and Conveyance With Associated Easements for conveyance of the New Infrastructure and on-site easements, as amended. Further Developer will be required to use the City's standard Utility Infrastructure Easement Agreement when securing the necessary off-site right of way for the operation and maintenance of the New Infrastructure. For the avoidance of doubt, both standard forms permit use of the easements for the future installation of water, sewer and stormwater lines, and their associated appurtenances and accessories, in addition to the New Infrastructure, by or on behalf of the City. The City shall provide a copy of these standard forms upon request by the Developer.

5. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
6. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.
7. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.
8. Developer shall submit the name, address, and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information
9. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.

10. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.
11. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.
12. Upon completion of construction, the Developer shall cause the Engineer to arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's construction inspector to determine if the project is acceptable to the City. At this time, a draft as-built shall be submitted to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by the City. This report shall be transmitted to the responsible parties. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re-inspection of the system.
13. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by the City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.
14. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.
15. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Developer shall cause the Engineer to submit as-builts in formats acceptable to the City. The Engineer shall also submit any easements required for the New Infrastructure and any deeds necessary to convey ownership to the City. The Developer shall be responsible for acquiring easements from any third parties owning property over which any portion of the New Infrastructure is constructed, said easements to be titled in the name of the City, using forms to be provided by the City.
16. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses, and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).
17. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as

“Required Conveyances,” shall be in form as approved by the City’s legal counsel, and unless specifically excepted by the City Attorney, shall be in form proper for recording in the appropriate public registry. The conveyance of real property shall be in the form of a fee simple deed and without encumbrance as approved by the City’s legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. With the execution hereof, Developer and City specifically agree that the New Infrastructure shall remain personal property, and shall not become a part of the real property, regardless of whether or not the New Infrastructure is permanently affixed to the real property comprising the Property.

18. The Developer shall provide a written release of the City’s interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City’s receipt of the Required Conveyances.
19. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City’s legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer’s obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City’s title or ownership in any of the Required Conveyances.
20. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period.
21. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance.

For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.

22. Once all items are complete, City staff shall submit the project to City Council for formal acceptance during a regularly scheduled meeting. The City shall issue a formal "Letter of Acceptance" upon acceptance by City Council to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers.
23. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
24. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City shall be in form approved by the City's legal counsel. Such consent by the City and approval by the City's legal counsel shall be for the sole and exclusive benefit and reliance of the City, and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.
25. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules, or regulations.
26. This agreement is executed in the State of North Carolina and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.
27. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

The remainder of this page is left blank intentionally.

PLEASE BE ADVISED: The City shall not allow the activation of any water or sewer services until the City receives partial certification approval or final approval from the permitting agency and shall not allow the issuance of any certificates of occupancy until the City deems the project complete.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

DEVELOPER: WINDSOR BUILT HOMES, INC.,
A North Carolina corporation

THE CITY OF HENDERSONVILLE

BY: _____ (SEAL)
(signature)

BY: _____ (SEAL)
John Connet, City Manager

Printed name: Daniel Scott Street
Title: President

STATE OF _____ COUNTY OF _____

I, _____, (printed name of notary) a Notary Public of said County and State, do hereby certify that Daniel Scott Street, personally appeared before me this day, and being duly sworn, stated that they are the President for Windsor Built Homes, Inc, a North Carolina corporation, and that they executed and acknowledged the foregoing instrument on behalf of Windsor Built Homes, Inc pursuant the due authorization by Windsor Built Homes, Inc and that the instrument is the act and deed of Windsor Built Homes, Inc .

WITNESS my hand and official seal, this _____ day of _____, 20____
My commission expires _____

Notary Public Signature (OFFICIAL SEAL)

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, _____, (printed name of notary) a Notary Public in and for the State and County aforesaid, do hereby certify that John F. Connet, personally appeared before me and, being duly sworn, stated that he is City Manager of the City of Hendersonville, North Carolina, and that he executed and acknowledged the foregoing instrument on behalf of the City of Hendersonville pursuant to order of the City Council of said City and that the instrument is the act and deed of the City of Hendersonville.

WITNESS my hand and official seal, this _____ day of _____, 20____
My commission expires _____

Notary Public Signature (OFFICIAL SEAL)

CITY OF HENDERSONVILLE
UTILITY AVAILABILITY
Rutledge Road Subdivision

Section 5, Item L.

Buncombe County
Henderson County

Rutledge Road Subdivision
PINs: 9653137441,
9653146322
Fletcher Fire District

Sewer Layers

Gravity Main

Public Gravity Main

Abandoned

Water Layers

Fire Hydrants

City Fire Hydrant

Water Main

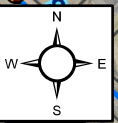
City Water Main

Private Fire Line

Abandoned Water Main



FEBRUARY 2021



The City of Hendersonville makes every effort to confirm the accuracy of this information; however, it does not warrant or guarantee that any information provided is accurate or current.

Z:\GIS\Water_Sewer_Dept\WS_GIS\Projects\Water_Sewer_Availability_Maps

Resolution #__-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION
AGREEMENT WITH WINDSOR BUILT HOMES, INC FOR THE RUTLEDGE ROAD
SUBDIVISION**

WHEREAS, the City of Hendersonville owns, operates and maintains a water distribution system to serve customers throughout Henderson County; and

WHEREAS, residential, commercial, and industrial developments often require public water service as a part of their development projects; and

WHEREAS, the Developer extends public water lines to their site, which upon completion and acceptance, are provided to the City to own, operate, and maintain; and

WHEREAS, the City requires a Utility Extension Agreement to be executed to establish requirements of both the Developer and the City for the water line extension process; and

WHEREAS, Windsor Built Homes, Inc., the “Developer” and “Owner”, will enter into a Utility Extension Agreement with the City to provide water service to the Rutledge Road Subdivision.

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

1. The Utility Extension Agreement with Windsor Built Homes, Inc., the “Developer” and “Owner” to provide water service to the Rutledge Road Subdivision is approved, as presented.
2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 10th day of February 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Steurer, Utilities Engineer **MEETING DATE:** February 10, 2022

AGENDA SECTION: CONSENT **DEPARTMENT:** Utilities

TITLE OF ITEM: Change Order No. 2 Clear Creek Interceptor Replacement - *Adam Steurer, Utilities Engineer*

SUGGESTED MOTION(S):

I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the City Manager to Execute Change Order No. 2 for the Clear Creek Interceptor Replacement* as presented and recommended by Staff.

SUMMARY:

The Clear Creek Interceptor Replacement project was identified in the City's sewer collection system Master Plan to reduce SSOs and provide additional capacity for projected wastewater demands within the Clear Creek basin and surrounding Edneyville area.

The City entered into a contract with Don Moorhead Construction, Inc. on May 12, 2021 for the construction of the Clear Creek Interceptor Replacement. As construction has progressed, the Engineer and Staff have collaborated with the Contractor to re-design a more viable I-26 gravity sewer crossing. This sewer crossing was previously removed from scope of the NCDOT I-26 road-widening project (I-4400) and added to the Clear Creek Interceptor project. The re-designed crossing proposed in this Change Order No. 2 results in a future savings of approximately \$150,000.00 from the I-26 project. Staff also recommends adding approximately 284 feet of 30" gravity sewer to the upstream portion of the contract to eliminate a portion of undersized sewer main. The Contractor is requesting increased unit pricing for PVC pipe related to the altered/additional scope of work as there has been a significant material price escalation from the bid date. The Contractor has provided price documentation from material suppliers and Staff are recommending the approval of this request within Change Order No. 2.

BUDGET IMPACT: \$494,017.90

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. Funds are allocated through a Capital Project Ordinance.

ATTACHMENTS:

Resolution by the City of Hendersonville City Council to Authorize the City Manager to Execute Change Order No. 2 for the Clear Creek Interceptor Replacement

Change Order No. 2.

CHANGE ORDER NO.: 2

Owner:	City of Hendersonville	Owner's Project No.:	18033
Engineer:	WGLA Engineering, PLLC	Engineer's Project No.:	
Contractor:	Don Moorhead Construction, Inc.	Contractor's Project No.:	
Project:	Clear Creek Interceptor Replacement		
Contract Name:	Clear Creek Interceptor Replacement		
Date Issued:	1/28/2022	Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description:

- Includes all work upstream of STA 42+12 included re-designed 60" steel encasement bore I-26 crossing, Allen Branch stream crossing not including stream restoration, which will be determined at a later date, material price escalations where justified, additional footage of 30" gravity sewer upstream, as reflected generally in the revised construction plans dated 12/6/2021.
- Adjustment of contract price related to the non-performance of items as a result of re-design and utilization of bid alternates.
- No adjustment in contract times. Contract time extension resulting from the additional work/re-design will be captured in a future change order after material lead times and subcontractor schedules are known.

Attachments:

Change Order Summary

Material Price Documentation from Suppliers

Subcontractor proposals

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 3,956,171.50		Substantial Completion:	330 days
		Ready for final payment:	360 days
Increase from previously approved Change Order No. 1:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] :	
\$ 12,647.48		Substantial Completion:	n/a
		Ready for final payment:	n/a
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 3,968,818.98		Substantial Completion:	330 days
		Ready for final payment:	360 days
Increase this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 494,017.90		Substantial Completion:	0
		Ready for final payment:	0
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 4,462,836.88		Substantial Completion:	330 days
		Ready for final payment:	360 days

Authorized by Owner

By: _____ Title: <u>Project Manager</u> Date: _____ <u>Authorized by Owner</u>	_____ <u>Utilities Engineer</u> _____ <u>Approved by Funding Agency (if applicable)</u> _____ By: <u>n/a</u> Title: <u>City Manager</u> <u>n/a</u> Date: _____
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IF CHANGE ORDER RESULTS IN INCREASE IN CONTRACT PRICE:

I hereby certify that this contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director	Date
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City of Hendersonville Clear Creek Interceptor Replacement Don Moorhead Construction, Inc. - Change Order No. 2					Engineer's Estimate		Original Bid Moorhead Construction, Inc. 3/17/2021			Contract Quantities Moorhead Construction, Inc. 5/12/2021			CO# 2 Quantities Moorhead Construction, Inc. 1/28/2022		
Line Item	Item No.	Description	Unit of Measure	Quantity	Unit Cost	Total Cost	Original Quantity	Unit Cost	Total Cost	Negotiated Quantity	Unit Cost	Total Cost	Add'l Quantity	Unit Cost	Total Cost
GENERAL & EROSION CONTROL															
1	-	MOBILIZATION, INSURANCE, CONSTRUCTION STAKING	L SUM	1	\$ 85,000.00	\$ 85,000.00	1	\$ 95,000.00	\$ 95,000.00	1	\$ 95,000.00	\$ 95,000.00	0	\$ 95,000.00	\$ -
2	21,41	CLEARING & GRUBBING	L SUM	1	\$ 48,000.00	\$ 48,000.00	1	\$ 82,000.00	\$ 82,000.00	1	\$ 82,000.00	\$ 82,000.00	0	\$ 82,000.00	\$ -
3	41	SILT FENCE	FOOT	8101	\$ 4.50	\$ 36,454.50	8101	\$ 4.00	\$ 32,404.00	8101	\$ 4.00	\$ 32,404.00	0	\$ 4.00	\$ -
4	41	ORANGE CONSTRUCTION FENCE	FOOT	1250	\$ 3.50	\$ 4,375.00	1250	\$ 3.00	\$ 3,750.00	1250	\$ 3.00	\$ 3,750.00	0	\$ 3.00	\$ -
5	24,41	STREAM CROSSING (OPEN CUT & BANK STABILIZATION) (STA 10+23 TO STA 10+55)	L SUM	1	\$ 26,000.00	\$ 26,000.00	1	\$ 18,500.00	\$ 18,500.00	1	\$ 18,500.00	\$ 18,500.00	0	\$ 18,500.00	\$ -
6	41	GRAVEL CONSTRUCTION ENTRANCE	EACH	3	\$ 3,300.00	\$ 9,900.00	3	\$ 3,000.00	\$ 9,000.00	3	\$ 3,000.00	\$ 9,000.00	0	\$ 3,000.00	\$ -
7	24	TEMPORARY & PERMANENT SEEDING	ACRE	7.88	\$ 4,000.00	\$ 31,520.00	7.88	\$ 2,500.00	\$ 19,700.00	7.88	\$ 2,500.00	\$ 19,700.00	0	\$ 2,500.00	\$ -
8	1	DRAIN EXISTING POND AND FILL/COMPACT AS SHOWN ON C-600 & C-601 W/ SPOIL MATERIAL	L SUM	1	\$ 45,000.00	\$ 45,000.00	1	\$ 18,000.00	\$ 18,000.00	1	\$ 18,000.00	\$ 18,000.00	0	\$ 18,000.00	\$ -
9	18	REPLACE EXISTING POND OVERFLOW PIPE (12" CMP) WITH (12" HDPE) & RIP-RAP STABILIZATION (STA 24+52)	L SUM	1	\$ 12,000.00	\$ 12,000.00	1	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	\$ 4,500.00	0	\$ 4,500.00	\$ -
10	41	MAINTENANCE OF EROSION AND SEDIMENT CONTROL	L SUM	1	\$ 20,000.00	\$ 20,000.00	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ 3,500.00	0	\$ 3,500.00	\$ -
GENERAL UTILITY WORK															
11	13	30" PVC/ASTM F679 SEWER LINE W/ WASHED STONE FOR PIPE BEDDING (PER DETAIL), ALL DEPTHS (INCLUDES CCTV)	FOOT	3257	\$ 300.00	\$ 977,100.00	3257	\$ 575.00	\$ 1,872,775.00	3257	\$ 557.00	\$ 1,814,149.00	-44.5	\$ 557.00	\$ (24,786.50)
12	11	30" PVC/C-905 SEWER LINE (SEWER LINE 'A' STA 30+14.72 - 31+12.21)	FOOT	98	\$ 300.00	\$ 29,400.00	98	\$ 577.00	\$ 56,546.00	98	\$ 577.00	\$ 56,546.00	0	\$ 577.00	\$ -
13	11	8" PVC/C-900 SEWER LINE (SEWER LINE 'B' STA 10+00 - 11+61.53)	FOOT	162	\$ 160.00	\$ 25,920.00	162	\$ 275.00	\$ 44,550.00	162	\$ 275.00	\$ 44,550.00	0	\$ 275.00	\$ -
14	12	8" PVC/SDR-35 SEWER LINE W/ WASHED STONE FOR PIPE BEDDING (PER DETAIL), ALL DEPTHS (INCLUDES CCTV)	FOOT	36	\$ 160.00	\$ 5,760.00	36	\$ 219.00	\$ 7,884.00	36	\$ 219.00	\$ 7,884.00	0	\$ 219.00	\$ -
15	9,15,16	16" STEEL ENCASEMENT PIPE - 3/8" THICK (BORE & JACK W/ SHORING - SEWER LINE 'B') (STA 10+12 - STA 11+42)	FOOT	122	\$ 650.00	\$ 79,300.00	122	\$ 1,800.00	\$ 219,600.00	122	\$ 1,800.00	\$ 219,600.00	0	\$ 1,800.00	\$ -
16	9,15,16	54" STEEL ENCASEMENT PIPE - 1/2" THICK (BORE & JACK W/ SHORING) (STA 30+32 TO STA 30+90)	FOOT	58	\$ 3,000.00	\$ 174,000.00	58	\$ 7,570.00	\$ 439,060.00	0	\$ 7,570.00	\$ -	0	\$ 7,570.00	\$ -
17	14	5' DIAMETER PRECAST CONCRETE SEWER MANHOLE W/ WATERTIGHT RIM AND LID & W/ WASHED STONE BEDDING	VFOOT	216.8	\$ 650.00	\$ 140,920.00	216.8	\$ 725.00	\$ 157,180.00	198.3	\$ 725.00	\$ 143,767.50	-7.8	\$ 725.00	\$ (5,655.00)
18	14	4' DIAMETER PRECAST CONCRETE SEWER MANHOLE W/ WATERTIGHT RIM AND LID & W/ WASHED STONE BEDDING	VFOOT	28.4	\$ 490.00	\$ 13,916.00	28.4	\$ 475.00	\$ 13,490.00	28.4	\$ 475.00	\$ 13,490.00	0	\$ 475.00	\$ -
19	10	SEWER MANHOLE VENT	EACH	4	\$ 3,800.00	\$ 15,200.00	4	\$ 1,600.00	\$ 6,400.00	4	\$ 1,600.00	\$ 6,400.00	0	\$ 1,600.00	\$ -
20A	14	CORE AND WATER-TIGHT BOOT EXISTING SEWER MANHOLE #1 (30" DIAMETER)	L SUM	1	\$ 9,800.00	\$ 9,800.00	1	\$ 9,000.00	\$ 9,000.00	1	\$ 9,000.00	\$ 9,000.00	0	\$ 9,000.00	\$ -
20B	14	CORE AND WATER-TIGHT BOOT NCDOT SEWER MANHOLE #15 (30" DIAMETER)	L SUM	1	\$ 9,800.00	\$ 9,800.00	1	\$ 9,000.00	\$ 9,000.00	1	\$ 9,000.00	\$ 9,000.00	-1	\$ 9,000.00	\$ (9,000.00)
20C	14	CORE AND WATER-TIGHT BOOT NCDOT SEWER MANHOLE #18 (30" DIAMETER)	L SUM	1	\$ 9,800.00	\$ 9,800.00	1	\$ 9,000.00	\$ 9,000.00	1	\$ 9,000.00	\$ 9,000.00	-1	\$ 9,000.00	\$ (9,000.00)
21	6	ANTI-SEEP COLLARS	EACH	2	\$ 2,100.00	\$ 4,200.00	2	\$ 9,500.00	\$ 19,000.00	2	\$ 9,500.00	\$ 19,000.00	0	\$ 9,500.00	\$ -
22	12,14	CONNECT AND REPAIR 18" PVC CONNECTION TO SSMH #4 (STA 19+31.78)	L SUM	1	\$ 11,500.00	\$ 11,500.00	1	\$ 11,000.00	\$ 11,000.00	1	\$ 11,000.00	\$ 11,000.00	0	\$ 11,000.00	\$ -
23	46	ABANDON EXISTING SSMH PER DETAIL	EACH	18	\$ 4,000.00	\$ 72,000.00	18	\$ 1,875.00	\$ 33,750.00	18	\$ 1,875.00	\$ 33,750.00	0	\$ 1,875.00	\$ -
24	8,46	ABANDON AND FILL EXISTING SEWER MAIN W/ FLOWABLE FILL	CY	225	\$ 225.00	\$ 50,625.00	225	\$ 225.00	\$ 50,625.00	225	\$ 225.00	\$ 50,625.00	0	\$ 225.00	\$ -
25	46	PLUG, SEAL AND ABANDON 8" PVC PIPE SEGMENT	EACH	4	\$ 3,500.00	\$ 14,000.00	4	\$ 875.00	\$ 3,500.00	4	\$ 875.00	\$ 3,500.00	0	\$ 875.00	\$ -
26	46	DISCONNECT AND PLUG EXISTING 12" PVC FROM EXISTING SSMH	L SUM	1	\$ 3,500.00	\$ 3,500.00	1	\$ 4,800.00	\$ 4,800.00	1	\$ 4,800.00	\$ 4,800.00	0	\$ 4,800.00	\$ -
27	46	DISCONNECT AND PLUG EXISTING 18" PVC FROM EXISTING SSMH	L SUM	1	\$ 4,500.00	\$ 4,500.00	1	\$ 4,800.00	\$ 4,800.00	1	\$ 4,800.00	\$ 4,800.00	0	\$ 4,800.00	\$ -
28	4	8" SEWER TRENCH STABILIZATION - ADDITIONAL EXCAVATION AND BEDDING PER DETAIL (PER EXTRA 6" VERTICAL INCREMENTAL DEPTH)	FOOT	100	\$ 15.00	\$ 1,500.00	100	\$ 6.00	\$ 600.00	100	\$ 6.00	\$ 600.00	0	\$ 6.00	\$ -
29	4	30" SEWER TRENCH STABILIZATION - ADDITIONAL EXCAVATION AND BEDDING PER DETAIL (PER EXTRA 6" VERTICAL INCREMENTAL DEPTH)	FOOT	9,600	\$ 20.00	\$ 192,000.00	9,600	\$ 12.00	\$ 115,200.00	9,600	\$ 12.00	\$ 115,200.00	0	\$ 12.00	\$ -
30	4	5' SSMH - ADDITIONAL EXCAVATION, STABILIZATION AND BEDDING PER DETAIL (PER EXTRA 6" VERTICAL INCREMENTAL DEPTH)	EACH	14	\$ 550.00	\$ 7,700.00	14	\$ 760.00	\$ 10,640.00	14	\$ 760.00	\$ 10,640.00	0	\$ 760.00	\$ -
31	4	4' SSMH - ADDITIONAL EXCAVATION, STABILIZATION AND BEDDING PER DETAIL (PER EXTRA 6" VERTICAL INCREMENTAL DEPTH)	EACH	2	\$ 450.00	\$ 900.00	2	\$ 560.00	\$ 1,120.00	2	\$ 560.00	\$ 1,120.00	0	\$ 560.00	\$ -
32	3	TRENCH ROCK BLASTING, EXCAVATION, REMOVAL, AND DISPOSAL	CU YD	60	\$ 170.00	\$ 10,200.00	60	\$ 1,175.00	\$ 70,500.00	60	\$ 1,175.00	\$ 70,500.00	0	\$ 1,175.00	\$ -
33	1	UNDERCUT UNSUITABLE MATERIAL, EXPORT/HAUL OFF-SITE, IMPORT SUITABLE BACKFILL MATERIAL	CU YD	100	\$ 30.00	\$ 3,000.00	100	\$ 80.00	\$ 8,000.00	100	\$ 80.00	\$ 8,000.00	0	\$ 80.00	\$ -
34	-	WORK-ZONE TRAFFIC CONTROL	L SUM	1	\$ 15,000.00	\$ 15,000.00	1	\$ 4,750.00	\$ 4,750.00	1	\$ 4,750.00	\$ 4,750.00	0	\$ 4,750.00	\$ -
BASE BID SUB-TOTAL					\$ 2,199,790.50		\$ 3,469,124.00		\$ 2,958,025.50			\$ (48,441.50)			
ALTERNATE BID ITEMS															
35	14	REPLACE EXISTING SSMH #1 W/ NEW 6' MANHOLE (INCLUDES PUMP AROUND)	L SUM	1	\$ 50,000.00	\$ 50,000.00	1	\$ 27,500.00	\$ 27,500.00	0	\$ 27,500.00	\$ -	0	\$ 27,500.00	\$ -
36	1,20,22	OPEN CUT, RECOMPACT, & PATCH CLEAR CREEK RD (ASPHALT PATCH IS 21' X 47' PER NCDOT STD. 654.01)	L SUM	1	\$ 165,000.00	\$ 165,000.00	1	\$ 317,000.00	\$ 317,000.00	1	\$ 317,000.00	\$ 317,000.00	1	\$ 317,000.00	\$ 317,000.00
37	48	ALLEN BRANCH/INTERSTATE I-26 GRAVITY SEWER CROSSING, 54" STEEL ENCASEMENT PIPE - 1/2" THICK (BORE & JACK W/ SHORING), 30" PVC/C-905 SEWER LINE, INCLUSIVE AND INCLUDING SSMH#15 AND SSMH#18	L SUM	1	--	--	1	\$ 3,680,000.00	\$ 3,680,000.00	0	\$ 3,680,000.00	\$ -	0	\$ 3,680,000.00	\$ -
I-26 CROSSING - FROM BID NEGOCIATIONS															
38	--	CIPP (ASTM D5813) OF EX. 36" STEEL ENCASEMENT PIPE, INCLUDES CCTV AND BYPASS PUMPING	L SUM	--	--	--	--	--	--	1	\$ 496,479.00	\$ 496,479.00	-1	\$ 496,479.00	\$ (496,479.00)
39	13	30" PVC/ASTM F679 SEWER LINE W/ WASHED STONE FOR PIPE BEDDING (PER DETAIL), ALL DEPTHS (INCLUDES CCTV)	FOOT	--	--	--	--	--	--	56	\$ 557.00	\$ 31,192.00	-56	\$ 557.00	\$ (31,192.00)
40	14	5' DIAMETER PRECAST CONCRETE SEWER MANHOLE W/ WATERTIGHT RIM AND LID & W/ WASHED STONE BEDDING	V FOOT	--	--	--	--	--	--	52.2	\$ 725.00	\$ 37,845.00	-52.2	\$ 725.00	\$ (37,845.00)
41	13	SSMH #15 THRU #18 (I26 CROSSING)	V FOOT	--	--	--	--	--	--	155	\$ 746.00	\$ 115,630.00	-155	\$ 746.00	\$ (115,630.00)
I-26 CROSSING - FROM BID NEGOCIATIONS SUB-TOTAL (LINE ITEMS 38-41)										\$ 681,146.00			\$ (681,146.00)		
I-26 CROSSING - RE-DESIGNED BORE, OPEN-CUT CREEK CROSSING (ALL WORK UPSTREAM STA 42+12)															
42	41	MOBILIZATION, INSURANCE, CONSTRUCTION STAKING (3% OF ADDITIONAL WORK VALUE)	LS										1	\$ 35,638.99	\$ 35,638.99
43	41	SILT FENCE	FOOT										500	\$ 4.00	\$ 2,000.00
44	24	TEMPORARY & PERMANENT SEEDING	ACRE										0.46	\$ 2,500.00	\$ 1,150.00
45	13	30" PVC/ASTM F679 SEWER LINE W/ WASHED STONE FOR PIPE BEDDING (PER DETAIL), ALL DEPTHS (INCLUDES CCTV) UPSTREAM OF STA 42+12 (INCLUDES MATERIAL PRICE INCREASE w/ SUPPORTING DOCUMENTATION)	FOOT										283.8	\$ 679.20	\$ 192,756.96
46	13	30" PVC/ASTM F679 SEWER LINE W/ WASHED STONE FOR PIPE BEDDING (PER DETAIL), ALL DEPTHS (INCLUDES CCTV) (QUANTITY FROM ORIGIANL CONTRACT)	FOOT										44.5	\$ 557.00	\$ 24,786.50
47	13	30" DIP SEWER LINE W/ PIPE BEDDING (PER DETAIL), ALL DEPTHS (INCLUDES CCTV), INCLUDES ALLEN BRANCH CROSSING (INCLUDES MATERIAL PRICE INCREASE w/ SUPPORTING DOCUMENTATION)	FOOT										155	\$ 746.00	\$ 115,630.00
48	12	12" PVC SDR-35 SEWER LINE W/ WASHED STONE FOR PIPE BEDDING (PER DETAIL), ALL DEPTHS (INCLUDES CCTV) 'SEWER LINE D'	FOOT										28	\$ 456.33	\$ 12,777.24
49	13	30" PVC/C-905 SEWER LINE W/ WASHED STONE FOR PIPE BEDDING (PER DETAIL), ALL DEPTHS (INCLUDES CCTV) (INCLUDES MATERIAL PRICE INCREASE w/ SUPPORTING DOCUMENTATION)	FOOT										149	\$ 699.20	\$ 104,180.80
50	48	60" STEEL ENCASEMENT PIPE - 0.625" THICK (BORE & JACK W/ SHORING) (STA 43+50 TO STA 46+00)	FOOT												



**Pricing for some of the products included in this quote may be impacted by Section 301 List 3: the proposed China tariff. In the event that the tariff is implemented, we will be forced to pass it on to the market. The actual price of these items may increase up to the rate of the tariff that is imposed. **

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
209217	FORTILINE GREENVILLE	6053918	3/15/21	1

CUSTOMER	PROJECT INFORMATION
MOORHEAD CONSTRUCTION CO. 1513 ANDERSON STREET BELTON, SC 29627	CLEAR CREEK SEWER INTERCEPTOR

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			<p>*****</p> <p>DUE TO THE PVC ENVIRONMENT: ALL PVC PIPE WILL BE PRICED AT TIME OF SHIPMENT.</p> <p>*****</p> <p>JOB NAME: CLEAR CREEK SEWER INT</p> <p>ENGINEER: WGLA ENGINEERING</p> <p>BID DATE: 03/17/2021 @ 2:00 PM</p> <p>BECAUSE OF THE CONSTANT CHANGE IN PIPE MANUFACTURERS PRICING, WE REQUEST THAT YOU NOTE THE SPECIAL TERMS TO INSURE PROPER PRICING AT THE TIME OF SHIP- MENT. ANY CHANGES IN THE TERMS MUST BE CONFIRMED WITH YOUR SALESMAN.</p> <p>ORDER/BOOK PIPE BY: 04/16/2021</p> <p>SHIP COMPLETE BY: 05/16/2021</p> <p>THE ENCLOSED BILL OF MATERIAL IS OUR INTERPRETATION OF THE PLANS AND SPECIFICATIONS. HOWEVER, THE BILL OF MATERIAL IS IN NO WAY GUARANTEED AND UNIT PRICES WILL GOVERN THROUGHOUT. IT IS THE RESPOND- SIBILITY OF THE PURCHASER TO VERIFY QUANTITY, SIZES AND DESCRIPTIONS PRIOR TO PLACE- MENT OF ORDER. THIS QUOTE SUBJECT TO TERMS AND CON- DITIONS STATED ABOVE AND ON ATTACHED. PLANS DATED: 11/13/2020</p>		

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
209217	CLEAR CREEK SEWER INTERCEPTOR	6053918	3/15/21	3

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			30" PVC F679 GRAVITY SEWER		
1230	3262	FT	30" SDR35 PVC SEWER PIPE	76.5000	249,543.00
1240	4	EA	3"X1000' SEWER DETECTOR TAPE	35.0000	140.00
3930	4000	FT	12GA SOLID WIRE GREEN 500'	.2000	800.00
3940	30	RL	12.5'X360' NON-WOVEN FAB 6OZ 500SY	750.0000	22,500.00
			Section Sub-total:		272,983.00
			30" C900 DR25 GRAVITY SEWER		
1320	100	FT	30" C900 DR25 PIPE GREEN	104.0000	10,400.00
			Section Sub-total:		10,400.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.



Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in lieu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
209217	FORTILINE GREENVILLE	6147364	12/15/21	1

CUSTOMER	PROJECT INFORMATION
MOORHEAD CONSTRUCTION CO. 1513 ANDERSON STREET BELTON, SC 29627	CLEAR CREEK (REVISED) 01/24/22

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<p>***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY *****</p> <p>PVC PIPE TERMS: ORDER BY: 2/23/22 RELEASE BY: 3/10/22</p> <p>QUOTE IS BASED ON AVAILABILITY AT TIME OF ORDER</p>					
30" PVC F679 PS46 GRAVITY SEWER					
50	700	FT	30" SDR35 PVC SEWER PIPE	198.7000	139,090.00
60	1000	FT	12GA SOLID WIRE GREEN 500'	.2500	250.00
70	1	EA	3"X1000' SEWER DETECTOR TAPE	55.0000	55.00
Section Sub-total:					139,395.00
12" PVC SDR35 GRAVITY SEWER					
130	28	FT	12" SDR35 PVC SEWER PIPE	27.0500	757.40
Section Sub-total:					757.40
30" C905 DR25 GRAVITY SEWER					
190	400	FT	30" C900 DR25 PIPE GREEN	262.5000	105,000.00
200	500	FT	12GA SOLID WIRE GREEN 500'	.2500	125.00
210	1	EA	3"X1000' SEWER DETECTOR TAPE	55.0000	55.00
Section Sub-total:					105,180.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.



125 Laser Industrial Ct.
Fairburn, GA 30213
Ph. 770-969-1591 Fax: 770-964-7889

To: Moorhead Construction, Inc
Address: 1513 Anderson Street
Belton, SC 29627

Attn: Kevin Moorhead
Date: 01/27/2022

Project: Clear Creek Interceptor (I-26 Crossing)

Bid Item Code	Description	Quantity	Unit	Unit Price	Ext Price
10	Mobilization	1.000	EA	\$6,300.00	\$6,300.00
20	Jack & Bore 60" Steel Casing	250.000	LF	\$1,895.00	\$473,750.00
Grand Total:					\$480,050.00

PROJECT CLARIFICATIONS

- Our proposal excludes the following items: removal or remediation of hazardous materials, water and sewer tap fees, dedicated on-site safety representative (separate from the superintendent), drilling & blasting of rock for pits or shafts, removal and replacement of landscaping, removal and replacement of asphalt paving or concrete flatwork, removal and replacement of existing signs, removal, relocation or replacement of existing utilities, removal and replacement of guard rail, traffic control, surveying, settlement monitoring, access to boring area (e.g. ramps), laydown area for excess spoil (to off-site) from pit excavation, and excess spoil generated from boring operation.
- The cost of performance and payment bonds are excluded should they be required add 1.5%.
- We will need adequate access to get material and equipment to and from boring pits. No allowances have been made for clearing or to build access roads.
- All traffic control devices will need to be in place prior to our mobilization. GC to provide all traffic control as needed.
- Our price per LF for the 60" jack & bore is a dirt bore number.
- All gravel necessary to complete the pits is excluded and should be provided by the GC.
- This proposal is based on bid documents by WGLA Engineering dated 11/12/2020.
- Pay item #20 (60" Diameter Steel Casing through dirt)(Pilot Tube) includes cost to bore & jack 60" x 0.625"w.t. steel casing,. Grouting the annular space between the casing and the carrier pipe is excluded. Positive shoring for the bore pit or using a slide rail system is excluded. Our proposal assumes steel trench boxes with tab data by a stamped engineer in Georgia. Pricing assumes displaceable soils with no rock. We will need a receiving pit to remove the pilot tube rods, 24" casing, and 36" casing. A 7'x24' receiving pit will be required.
- Pricing assumes the bore will be raised approx. 3'-4' to get above the rock and moving 10' away from the creek as shown on the marked up drawings.
- Pricing excludes well pointing and dewatering along the path of the bore. If well pointing is required, GC to provide prior to our mobilization.
- Pricing has been based upon plan footage, should footage be increased/decreased significantly pricing will be adjusted accordingly.



12. Any permits and flagman along with any cost associated with these items are excluded. Pricing excludes 24/7 jacking process. Pricing assumes a normal 10hr/6 day per week work time during pit installation/removal.
13. Pricing assumes we will have adequate room for a pits and room to service the pits.
14. Hydro-excavation is excluded. This includes locating utilities in pavement/roadway. All utilities located in roadway will be located by GC and elevations provided to Strack prior to mobilization.
15. All necessary blasting for bore & receiving pits is by others. Jacking pit dimensions are 15' wide by 40' long and receiving pit dimensions are 10' wide by 20' long. Pricing assumes rock can be blasted if encountered.
16. Any damming, rerouting, and/or pumping of the exiting creeks for any reason is excluded.
17. This pricing assumes that we can mobilize to the site one time and maintain continuous work until all bores are complete. Thus once we finish one bore the next bore will be available to start. Should we be forced to demobilize prior to completion of all bores a second mobilization charge will be billed using the unit rate in the proposal.
18. This proposal assumes that material that is accumulated from boring process can be used for backfill and or left onsite.
19. Surveying and layout, materials testing, erosion control, water & sewer tap on fees are excluded.
20. Access to both ends of all bores will need to be provided. Access for a 150,000lb excavator and a wheel loader to get material in and out.
21. Our work is warrantied one year from the final acceptance by the county. The cost for the one year maintenance inspection is not included.
22. No hydraulic hammering is included. Any and all hammering is excluded at this time.
23. Pricing assumes we can run normal pumps, generators, and equipment during work hours.
24. Downtime due to the GC, owner, or other subcontractors will be billed to the general contractor at the unit rate of \$575.00/hour.
25. Settlement monitoring is excluded, should this be required GC will be responsible to install and monitor markers.
26. Any additional engineering information required by the engineer/municipality is excluded. I.E. Design data, cross sections & any field survey.
27. Any liquidated damages/special conditions are excluded.
28. Construction fencing and/or barricades for work area & lay down areas are excluded.
29. Removal of man-made obstructions of any kind is excluded. No hand work or tunneling is included.
30. No cathodic protection, special coatings or wrapping of the casing pipe is included.
31. Any and all cost associate with a CWI is excluded. GC to provide the CWI to visually inspect the welds should this be required.
32. A lay down yard will need to be provided to store our material.
33. No receiving pit excavation is included, however if we are boring solid rock a receiving pit will be necessary to remove the rock head. All blasting, excavation and shoring is excluded.
34. Should our spoil need to be removed from our immediate work area dump trucks will need to be provided for the removal. Strack will load the dirt onto trucks provided by others. It will be the GC responsibility to get the exported material back to our immediate work space.
35. Abandonment of bore for any unforeseen conditions will be billed at contract unit rate for footage installed. Grout filling abandoned bore is excluded.



PLEASE SIGN AND RETURN

STRACK, INC.

Section 5, Item M.

By: _____
Signature

Print Name

Title

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Company: _____ (Seal)

Date: _____, 20 ____

By: _____
Signature

Print Name

Title

Attest: _____
Signature

Title



Resolution #__-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 2 FOR THE
CLEAR CREEK INTERCEPTOR REPLACEMENT**

WHEREAS, the Clear Creek Interceptor Replacement project was identified in the City's Sanitary Sewer Asset Inventory and Assessment Master Plan Report to reduce Sanitary Sewer Overflows (SSOs) and provide additional capacity for projected wastewater demands within the Clear Creek Basin and surrounding Edneyville area; and

WHEREAS, the City entered into a contract with Don Moorhead Construction, Inc. (Contractor) on May 12, 2021 for the construction of the Clear Creek Interceptor Replacement; and

WHEREAS, as construction of the project has progressed, the Engineer and Staff have collaborated with the Contractor and have identified a more viable I-26 gravity sewer crossing; and

WHEREAS, Staff recommends proceeding with the re-designed I-26 crossing proposed in this Change Order No. 2, which results in a future savings of approximately \$150,000.00 from the NCDOT I-26 road widening project (I-4400), previously non-performed and removed from the NCDOT project's scope; and

WHEREAS, Staff recommends adding approximately 284 feet of 30" gravity sewer to the upstream portion of the contract to eliminate a portion of undersized sewer main, the cost of which is included in Change Order No. 2; and

WHEREAS, Staff recommends approving the Contractor's justified request for increased unit pricing for PVC pipe related to the altered/additional scope of work included in Change Order No. 2 as there has been a significant material price escalation from the bid date, the cost of which is included in Change Order No. 2;

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

1. The City Manager is authorized to execute Change Order No. 2 for the Clear Creek Interceptor Replacement in the amount of \$494,017.90.

Adopted by the City Council of the City of Hendersonville, North Carolina on this _____ day of _____, 20____.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Becker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Angela Beeker and Tom Wooten **MEETING DATE:** February 10, 2022

AGENDA SECTION: CONSENT AGENDA **DEPARTMENT:** Legal and Public Works

TITLE OF ITEM, Presenter Name, Title: Resolution to Accept Half Moon Trail Into City Street System – *Angela S. Beeker, City Attorney*

SUGGESTED MOTION(S): I move that City Council adopt the *Resolution By The City Of Hendersonville City Council Authorizing Acceptance Of A Portion Of Half Moon Trail Into The City Street System* as presented.

SUMMARY:

The City has been asked to accept a portion of Half Moon Trail into the City's street system. Pertinent information is included in this agenda packet. A Resolution is attached for the Board's consideration.

BUDGET IMPACT: \$0

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded.

N/A

PROJECT NUMBER: N/A

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

- Resolution By The City Of Hendersonville City Council Authorizing Acceptance Of A Portion Of Half Moon Trail Into The City Street System, with Exhibits A, B, and C
- Proposed Road Acceptance Agreement with Exhibits A, B, and C

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL
AUTHORIZING ACCEPTANCE OF A PORTION OF HALF MOON TRAIL
INTO THE CITY STREET SYSTEM**

WHEREAS, Half Moon Land Holdings, LLC, a North Carolina limited liability company, hereinafter “Developer,” was granted a conditional rezoning to allow the development of certain property, having a PIN number of 9568-00-1446, being that +/- 29.9 acre parcel of property described in Deed Book 1601 at Page 205 of the Henderson County Registry, having an address of 297 Rustling Pines Lane, hereinafter the “Subject Property,” as a subdivision, on December 2, 2021; and

WHEREAS, Developer was granted a Major Subdivision Plat approval by the City of Hendersonville Planning Board on December 13, 2021; and

WHEREAS, the City of Hendersonville Subdivision Ordinance 4.03(B)(5)(i) requires that “[w]here access to a subdivision site is by a street that does not meet City or State standards, that street shall be improved by the developer in order to meet current City or State standards, as appropriate”; and

WHEREAS, access to the Subject Property from US Highway 64 is proposed via Half Moon Trail, a street that was offered for dedication to the public via those plats recorded in Plat Slides 7850, 9167, 9020, and 8839, hereinafter “Dedication Plats,” along with other plats, whereby Half Moon Trail was designated as “public,” and lots have been sold pursuant to these Dedication Plats; and

WHEREAS, Half Moon Trail, as offered for dedication, is an offsite street, not a part of the Subject Property; and

WHEREAS, a portion of Half Moon Trail was constructed to City standards and was accepted by the City into the City’s street system, and is now a public street, said portion being shown on that plat recorded in Plat Slide 8499 of the Henderson County Registry; and

WHEREAS, the Developer has requested that the City accept the remaining portion of Half Moon Trail that was dedicated to the public by the Dedication Plats, said remaining portion beginning at the terminus of the accepted portion of Half Moon Trail as shown on Plat Slide 8499, and continuing to the northernmost property boundary of the Subject Property, said remaining portion being also described as all of the right of way for Half Moon Trail as shown on the Dedication Plats which has not already been accepted by the City of Hendersonville, said remaining portion being hereinafter referred to as the “Half Moon Trail Remnant”; said Half Moon Trail Remnant being shown on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Developer has agreed to post a cash deposit in the amount of \$4,937.50 with the City of Hendersonville in order to guarantee the completion of the construction of the Half Moon Trail Remnant to City standards as shown on Exhibits B and C, both being incorporated herein by reference; and

WHEREAS, the City has agreed to accept the dedication of the Half Moon Trail Remnant as a City Street upon condition that the Developer complete the construction of the Half Moon Trail Remnant to City standards and post the cash deposit as a guarantee of completion;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA as follows:

1. The Road Acceptance Agreement is approved as presented.
2. The City Manager is authorized to sign the Agreement, accepting the Half Moon Trail Remnant into the City Street System upon the occurrence of both of the following:
 - a. Developer's depositing with the City certified funds in the amount of \$4,937.50 to guarantee the construction of the Half Moon Trail Remnant to City standards; and
 - b. Developer signing the Road Acceptance Agreement.
3. The City Manager is authorized to approve such changes to the Road Acceptance Agreement as he deems in the best interest of the City.

Adopted by the City Council of the City of Hendersonville, North Carolina this the 10th day of February, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

ROAD ACCEPTANCE AGREEMENT

THIS AGREEMENT is made and entered by and between the City of Hendersonville, a North Carolina municipal corporation, hereinafter “City,” and Half Moon Land Holdings, LLC, a North Carolina limited liability company, hereinafter “Developer,”

WITNESSETH:

THAT WHEREAS, Developer was granted a conditional rezoning to allow the development of certain property, having a PIN number of 9568-00-1446, being that +/- 29.9 acre parcel of property described in Deed Book 1601 at Page 205 of the Henderson County Registry, having an address of 297 Rustling Pines Lane, hereinafter the “Subject Property,” as a subdivision, on December 2, 2021; and

WHEREAS, Developer was granted a Major Subdivision Plat approval by the City of Hendersonville Planning Board on December 13, 2021; and

WHEREAS, the City of Hendersonville Subdivision Ordinance 4.03(B)(5)(i) requires that “[w]here access to a subdivision site is by a street that does not meet City or State standards, that street shall be improved by the developer in order to meet current City or State standards, as appropriate”; and

WHEREAS, access to the Subject Property from US Highway 64 is proposed via Half Moon Trail, a street that was offered for dedication to the public via those plats recorded in Plat Slides 7850, 9167, 9020, and 8839, hereinafter “Dedication Plats,” along with other plats, whereby Half Moon Trail was designated as “public,” and lots have been sold pursuant to these Dedication Plats; and

WHEREAS, Half Moon Trail, as offered for dedication, is an offsite street, not a part of the Subject Property; and

WHEREAS, a portion of Half Moon Trail was constructed to City standards and was accepted by the City into the City’s street system, and is now a public street, said portion being shown on that plat recorded in Plat Slide 8499 of the Henderson County Registry; and

WHEREAS, the Developer has requested that the City accept the remaining portion of Half Moon Trail that was dedicated to the public by the Dedication Plats, said remaining portion beginning at the terminus of the accept portion of Half Moon Trail as shown on Plat Slide 8499, and continuing to the northernmost property boundary of the Subject Property, said remaining portion being also described as all of the right of way for Half Moon Trail as shown on the Dedication Plats which has not already been accepted by the City of Hendersonville, said remaining portion being hereinafter referred to as the “Half Moon Trail Remnant”; said Half

Moon Trail Remnant being shown on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Developer has agreed to post a cash deposit with the City of Hendersonville in order to guarantee the completion of the construction of the Half Moon Trail Remnant to City standards; and

WHEREAS, the City has agreed to accept the dedication of the Half Moon Trail Remnant as a City Street upon condition that the Developer complete the construction of the Half Moon Trail Remnant to City standards and post the cash deposit as a guarantee of completion;

NOW THEREFORE THIS AGREEMENT, that for and in consideration of the mutual promises contained hereinbelow, the sufficiency of which is acknowledged by all parties hereto, the parties agree as follows:

1. Developer shall complete the construction of the Half Moon Trail Remnant to City standards as shown on Exhibit B, attached hereto and incorporated herein by reference, on or before April 1, 2022, time being of the essence as to that date.
2. Developer shall deposit with the City of Hendersonville certified funds in the amount of \$4,937.50, representing 125% of the estimated cost to complete the construction of the Half Moon Trail Remnant to City standards, as estimated and sealed by Gary Dean Davis, engineer, and shown on Exhibit C, attached hereto and incorporated by reference.
3. City shall be entitled to commingle the certified funds received from Developer with City funds in the same bank account, and shall be entitled to keep any and all interest accrued while said funds are so deposited to cover the City's administrative expense associated with keeping said funds; however City shall account for the principal amount of \$4,937.50 separately as a liability, and said principal amount of \$4,937.50 shall remain the property of the Developer unless and until Developer defaults on Developer's obligation to complete the construction of the Half Moon Trail Remnant to City standards on or before April 1, 2022.
4. Upon completion of the construction of the Half Moon Trail Remnant to City standards, the City shall cause the Half Moon Trail Remnant to be inspected for compliance with the City standards. If, upon such inspection, the Half Moon Trail Remnant is found to be constructed to City standards, the City shall return the principal amount of \$4,937.50 to the Developer, but the City shall retain all interest accrued. In the event Developer defaults on Developer's obligation to complete the construction of the Half Moon Trail Remnant to City standards on or before April 1, 2022, the principal amount of \$4,937.50 shall become the property of the City.
5. The City shall not be obligated to sign this agreement until said certified principal amount of \$4,937.50 has been deposited with the City and this Agreement has been signed by the Developer. Upon such deposit, and upon execution of this Agreement by the City, the Half Moon Trail Remnant shall be deemed accepted by the City.

This the 11th day of February, 2022.

HALF MOON LAND HOLDINGS, LLC

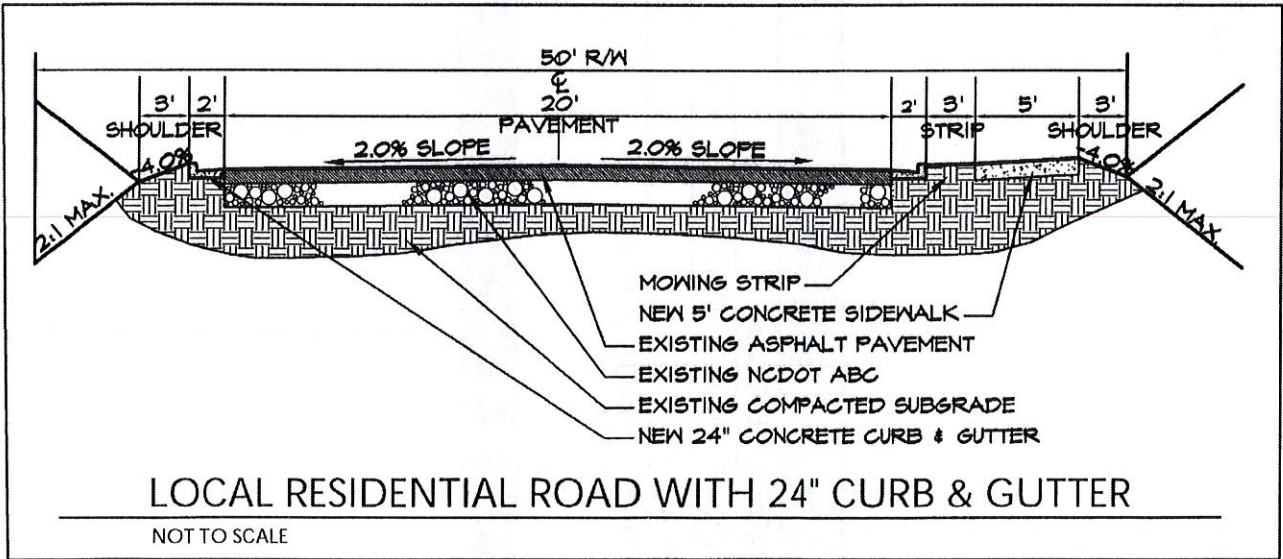
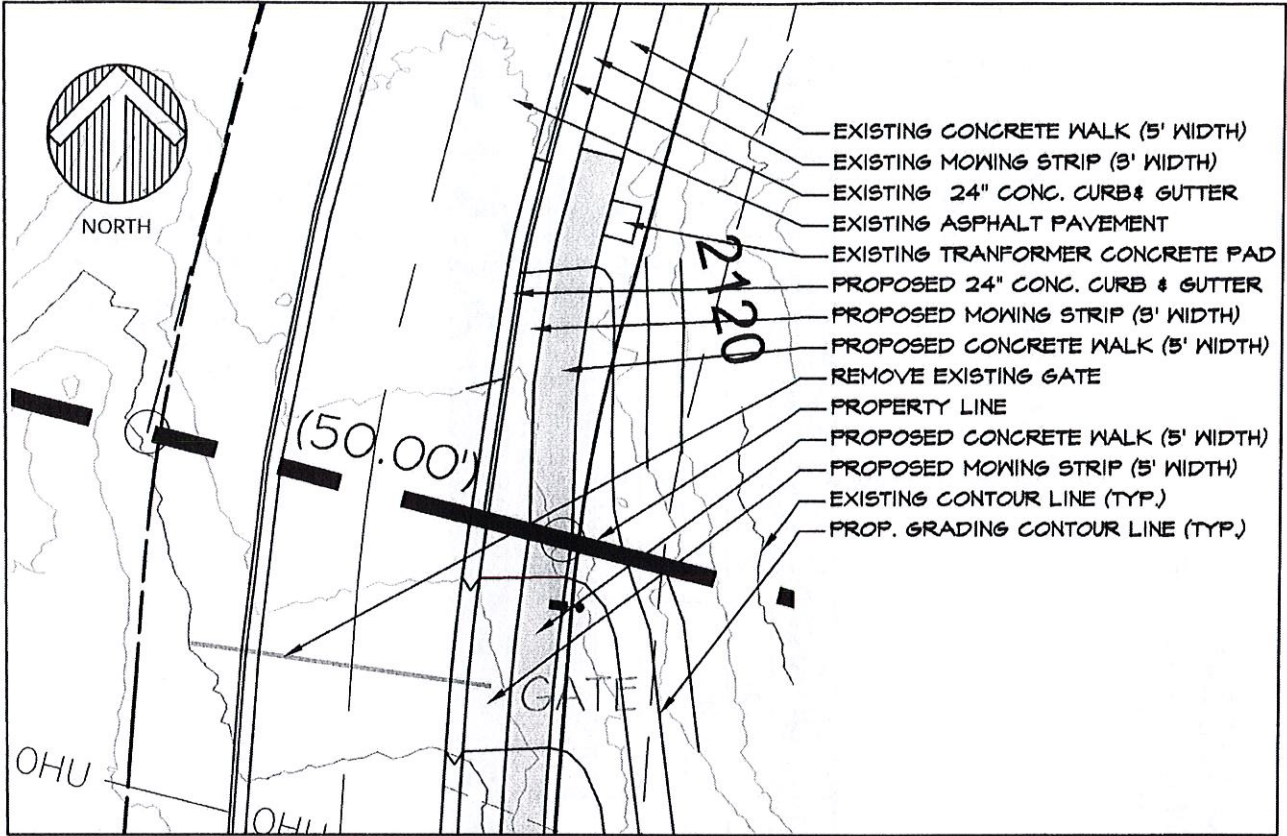
THE CITY OF HENDERSONVILLE

By: _____
Joseph Schlotterbeck, Vice Pres.

BY: _____
John F. Connet, City Manager

Section 5, Item N.

terminus of
city's acceptance
per PS 8499



HALF MOON HEIGHTS HENDERSONVILLE, NORTH CAROLINA

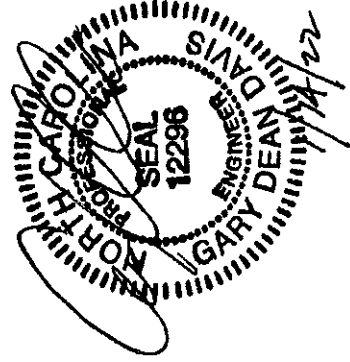
OFF-SITE CITY R.O.W. IMPROVEMENTS

SCALE: 1" = 10' JANUARY 10, 2022

BONDING ESTIMATE
SIDEWALK/CURB AND GUTTER
CONSTRUCTION

HALF MOON TRAIL SUBDIVISION
 HALF MOON DRIVE
 HENDERSONVILLE, NC

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	5' WIDE SIDEWALK	225 SF	\$ 10.00	\$ 2,250.00
2	24" CURB AND GUTTER	45 SF	\$ 25.00	\$ 1,125.00
3	GRADING	1 LS	\$ 525.00	\$ 525.00
4	SEEDING, LANDSCAPING	1 LS	\$ 50.00	\$ 50.00
SUBTOTAL				\$ 3,950.00
25 % BOND ADDITION				\$ 987.50
				\$ 4,937.50



1/14/2022

PROJECT # 21118

PAGE 1

Section 5, Item N.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Gracie Erwin **MEETING DATE:** February 10, 2022

AGENDA SECTION: CONSENT **DEPARTMENT:** Utilities Department

**TITLE OF ITEM,
Presenter Name, Title:** Resolution Authorizing City Manager to Enter Into A Contract with Bullington Gardens, Inc., for the Management of Bee City USA-Hendersonville – *Gracie Erwin, Environmental Compliance Coordinator*

SUGGESTED MOTION(S): I move that City Council adopt the *Resolution By The City Of Hendersonville City Council To Authorize The City Manager To Enter Into A Contract With Bullington Gardens, Inc.,* as presented.

SUMMARY:

City Council is requested to adopt a Resolution authorizing the City Manager to enter into a contract with Bullington Gardens, Inc., a North Carolina nonprofit corporation, to provide management services of the Bee City USA-Hendersonville program. The contract would be for a five year term, at an annual cost of \$15,000 for management services, plus \$5,000 annually for program expenses.

BUDGET IMPACT: \$20,000 annually

Is this expenditure approved in the current fiscal year budget? Yes

If no, describe how it will be funded.

N/A

PROJECT NUMBER: N/A

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Resolution

Draft Contract

Resolution #__-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH
BULLINGTON GARDENS, INC.**

WHEREAS, the City staff recommend that the City contract with Bullington Gardens, Inc., a North Carolina nonprofit corporation (“Bullington,”) to manage the Bee City USA-Hendersonville program (“Bee City”); and

WHEREAS, Bullington has indicated its willingness to provide management services for Bee City; and

WHEREAS, Bullington has the requisite resources to provide effective and knowledgeable management for Bee City;

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

1. The City Manager is authorized to enter into a contract with Bullington Gardens, Inc., to provide management services for the Bee City USA-Hendersonville program, for the annual management fee of \$15,000.00, and an annual program expense budget of \$5,000.00, for a five (5) year term.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 10th day of February, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CONTRACT FOR PROFESSIONAL MANAGEMENT SERVICES

NONPROFIT PROVIDER:	Bullington Gardens, Inc.	PROJECT:	MANAGEMENT OF BEE CITY USA-HENDERSONVILLE
	95 Upper Red Oak Trail		("Project").
	Hendersonville, NC 28792		
	_____ [email]		
CITY OF HENDERSONVILLE:	160 6TH Avenue East		
	Hendersonville, NC 28792		
	gerwin@hvlnc.gov		

This Contract for Professional Management Services, and all exhibits, (collectively this "Contract") is entered into this ____ day of _____, 20____ by and between, the **City of Hendersonville**, a municipal corporation of the State of North Carolina, (the "City" or "City of Hendersonville") and, **Bullington Gardens, Inc.**, a North Carolina nonprofit corporation, (the "Nonprofit Provider")

WITNESSETH

That for and in consideration of the mutual promises set forth in this Contract below, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

1. Scope of Services. The Nonprofit Provider agrees to perform for the City the following services according to the following requirements:

The Nonprofit Provider agrees to provide professional management services needed to complete the Project. Such professional management services shall constitute the "Work." The Scope of Services and Nonprofit Provider's Fee Schedule are attached as Exhibits B and C, which are incorporated herein by reference. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit B that are requested by the City. ("Additional Services"). Fees for additional services will be determined by the mutual agreement of the parties at the time they are requested by the City. Additional Services will be identified in writing or by verbal communication and must be approved in writing by City before proceeding to perform such Additional Services. All services will be provided for the not-to-exceed sum as specified on Exhibit C. If the not-to-exceed sum is reached, the Nonprofit Provider shall complete the Work notwithstanding. In addition, the City will appropriate an annual budget amount, the "City budgeted funds" to be used by the Nonprofit Provider for Bee City USA Hendersonville programmatic expenses such as materials and supplies and advertising expenses. No part of the City budgeted funds shall be used for operational expenses of the Nonprofit Provider. Any of the City budgeted funds not spent by the Nonprofit Provider shall be returned to the City no later than June 1st of each fiscal year (July 1-June 30).

The Nonprofit Provider will be responsible for providing professional staff to complete the Work in accordance with the standard of care ordinarily used by members of the management profession practicing under similar circumstances and at the same time in Henderson County. In addition to the indemnification obligations contained in the STANDARD TERMS AND CONDITIONS attached to this Contract, the Nonprofit Provider further agrees to

indemnify and save harmless the City from claims and liabilities to the extent caused by the negligence or omissions of the Nonprofit Provider, including its subcontractors.

The Nonprofit Provider agrees to coordinate its Work with the work of any other separate professional service providers and with the work of the City's own forces to avoid delaying or interfering with their work.

The Nonprofit Provider's staff providing educational programming for Bee City USA Hendersonville shall have the knowledge, skills, education and/or experience required for the program topic.

The City reserves the right to terminate the professional service contract of the Nonprofit Provider based on the Nonprofit Provider's breach of this Contract (ex: schedule, responsiveness, quality of work, accuracy of documents etc.) or for convenience. The City reserves the right to modify the Scope of Work described in Exhibit B Scope of Services, and in such event the City and Nonprofit Provider shall negotiate in good faith to make corresponding modifications to the Fee Schedule in Exhibit C.

2. Required Insurance. Nonprofit Provider shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit A, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the City, naming the City as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the City.
3. Standard Terms and Conditions. The attached Standard Terms and Conditions shall be a part of this Contract. Such Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
4. Marketing Use. The use of the City of Hendersonville logo, or the representation of the City as a partner in programming conducted by a third party provider, is subject to the City's consent.
5. Time for Performance of the Work/Contract Term. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the City and shall conclude at the end of the term of this Agreement, unless sooner terminated as allowed by the Contract Documents. This Agreement shall be for a five (5) year term, and shall begin as of the date of this Agreement set forth herein above.
6. Notice. The City designates Gracie Erwin, as the City's staff person contact for this Agreement. The Nonprofit Provider designates _____ as their staff person contact for this Agreement. Where written notice is required by this Agreement, it shall be effective upon receipt by the staff person contact at the address/email address indicated above. Written notice may be given using email, and emailed notice shall be deemed given when received by the staff contact named in this paragraph. Additionally, written notice may be given through US Mail, enclosed in a properly addressed envelope, with adequate postage, to the staff contact person, and shall be deemed received three (3) days from deposit into the US Mail. Written notice may be given through the use of Certified Mail, Return Receipt Requested, and shall be deemed received when delivered to the named staff contact. Written notice may be provided through commercial carrier, and shall be deemed received when delivered to the named staff contact, as documented by the commercial carrier. Finally, written notice may be personally delivered and shall be deemed received when delivered to the named staff contact at the address stated above.
7. Payment for Services. In consideration of the above services, the City will pay the Nonprofit Provider in accordance with the submitted fee schedule in Exhibit C, attached hereto and incorporated by reference the sum stated in the Fee Schedule in Exhibit C. For services provided, the Nonprofit Provider shall invoice the City on a quarterly basis, each invoice to represent twenty-five percent (25%) of the annual lump sum fee stated in Exhibit C. Invoices must be detailed as to time worked and tasks performed, and programmatic expenses spent from the City budgeted funds. If any invoice is disputed by the City, in whole or in part, it shall provide a written explanation for such dispute to Nonprofit Provider within five days of receipt of the invoice and shall pay all undisputed amounts therein.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Hendersonville, North Carolina, this _____ day of _____, 20_____.

BULLINGTON GARDENS, INC.

THE CITY OF HENDERSONVILLE

BY: _____ (SEAL)

Signature

Printed Name and Title

BY: _____ (SEAL)

John Connet, City Manager

This instrument has been preaudited in that manner required by the North Carolina Local Government Budget and Fiscal Control Act.

John Buchanan, Finance Director, City of
Hendersonville

STANDARD TERMS & CONDITIONS

1. **Acceptance.** Nonprofit Provider's acknowledgment of the terms of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) Exhibits A, B, & C, and (iii) any other terms and conditions of a written agreement signed by Nonprofit Provider and the City that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Nonprofit Provider and the City with respect to the performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." Except as provided herein, no additional or supplemental provision or provisions in variance herewith that may appear in Nonprofit Provider's quotation, acknowledgment, invoice or in any other communication from Nonprofit Provider to the City shall be deemed accepted by or binding on the City. The City hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the City's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the City are subject to correction.
2. **Entire Agreement.** The Contract Documents constitute and represent the complete and entire agreement between the City and Nonprofit Provider and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the City. However, the Nonprofit Provider will not be liable for delays caused by circumstances beyond its control including without limitation, delays caused by acts of God, the City or its other consultants/contractors, federal, state, and local government authorities, strikes, riots, civil unrest, war, or unknown or concealed conditions.
4. **Relationship of the Parties.** The Nonprofit Provider is an independent nonprofit corporation and not an affiliate of the City. The conduct and control of the work will lie solely with the Nonprofit Provider. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Nonprofit Provider and the City. Employees of the Nonprofit Provider shall remain subject to the exclusive control and supervision of the Nonprofit Provider, which is solely responsible for their compensation.
5. **(RESERVED).**
6. **Taxes.** Any applicable taxes paid shall be itemized on invoices.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the City.
8. **Indemnification.** To the greatest extent allowed by the law the Nonprofit Provider shall indemnify and hold harmless the City, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"), but only to the extent the fault of the Consultant or its subconsultant(s) or subcontractor(s) is a proximate cause of the Claim. In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Nonprofit Provider shall indemnify and save harmless the City, its officers, agents, employees and assigns from all loss or the payment of all sums of money, but only to the extent the fault of the Consultant or its subconsultant(s) or subcontractor(s) is a proximate cause of the Claim.
9. **Invoices and Payment Terms.** Invoice and Payment Terms are set forth in Section 7 in the Contract for Professional Management Services. All invoices and statements shall reference the City's Purchase Order Number, Contract number(if applicable) and Project Number, and shall be submitted to: City of Hendersonville, Accounts Payable, 160 6th Avenue East, Hendersonville, North Carolina 28792.
10. **Anti-Discrimination.** During the performance of the Contract, the Nonprofit Provider shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
11. **Insurance.** The Nonprofit Provider shall provide the insurance coverages shown on Exhibit A, attached hereto and incorporated herein by reference. The Nonprofit Provider shall provide the City with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents PRIOR to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, the Nonprofit Provider certifies that their proposal was made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their proposal, and that they have

not conferred on any public employee having official responsibility for this procurement transaction any pay subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

13. **Applicable Laws and Courts.** This Contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and exclusive venue shall be in a court of competent jurisdiction for Henderson County, North Carolina. The Nonprofit Provider represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
14. **Strict Compliance.** The City may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
15. **Assignment.** The Nonprofit Provider shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the City.
16. **General Provisions.** The City's remedies as set forth herein are not exclusive. Any delay or omission by the City in exercising any right hereunder, or any waiver by the City of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
17. **Obligations of the Nonprofit Provider.** The Nonprofit Provider shall adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Henderson, and the City of Hendersonville in the performance of the Work outlined in this Contract and any survey documents, drawings and specifications applicable to the Work. The Work shall also adhere to all applicable federal, state and local laws, codes, ordinances, and regulations.
18. **Quality and Workmanship.** The Nonprofit Provider shall perform all Work in accordance with this Contract and the standard of care ordinarily used by members of the management profession practicing under similar circumstances and at the same time in Henderson County.
19. **Default.** Either Party may terminate the Contract, in whole or in part, upon thirty (30) days written notice upon a material breach by the other Party unless the alleged default is cured within the thirty (30) day notice period. The nonbreaching party shall have all remedies available at law or in equity in addition to any remedies provided in this Contract for material breach. In the event of a material breach by the Nonprofit Provider the City may procure upon such terms as the City shall deem appropriate, professional management services substantially similar to those so terminated, in which case the Nonprofit Provider shall be liable to the City for any excess costs for such similar services and any expenses incurred in connection therewith.
20. **Termination for Convenience.** The City shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing ten (10) consecutive calendar days' notice in writing from the City to the Nonprofit Provider. If the Contract is terminated by the City in accordance with this paragraph, the Nonprofit Provider will be paid for all Work performed and reimbursable expenses incurred at actual cost to the Nonprofit Provider up to the effective date of the termination. The City will not be liable to the Nonprofit Provider for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
21. **Instruments of Service and Work for Hire.** All Work performed by the Nonprofit Provider, and all data compiled, shall be considered Instruments of Service and Work for Hire, and shall be the Property of the Owner. The Nonprofit Provider shall retain a license in the Work performed and data compiled to use for the Nonprofit Provider's own purposes, and not for the benefit of any third party without the City's consent. The terms of this Paragraph shall survive the termination of this Contract for any reason, including but limited to for a material breach of either Party, or for the convenience of the City. In the event this Contract is terminated for any reason, the City shall be entitled to keep and use all work provided by the Nonprofit Providers and all data compiled by the Nonprofit Provider. All representations and obligations with respect to the Work by the Nonprofit Provider under this Contract shall survive termination of this Agreement unless this Contract is terminated by the Nonprofit Provider for the City's material breach, in which case use by the City of the Nonprofit Provider's work and data compiled shall be at the City's own risk, and without any representation by the Surveyor as to its accuracy or fitness for any purpose.
22. **Assignment.** Nonprofit Provider may not assign, pledge, or in any manner encumber the Nonprofit Provider's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the City's prior, express written consent.
23. **No Third Party Beneficiaries.** There shall be no intended nor incidental third party beneficiaries of this Contract. The Nonprofit Provider shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party beneficiaries.

24. **Valid Contract.** In order for this Contract for Professional Management Services to be valid, it must be executed by the Local Government Manager or his or her authorized designee, and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
25. **Verification of Work Authorization.** The Nonprofit Provider shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors.
26. **Iran Divestment List.** With the execution hereof, Nonprofit Provider, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
27. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
28. **Companies that Boycott Israel List.** With the execution hereof, Nonprofit Provider, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Nonprofit Provider has obtained all required insurance and verifying certificates of insurance have been approved in writing by the City. The City shall be named as additional insured on all policies, except Worker’s Compensation and Professional Liability policies. These certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the City of such cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. Worker’s Compensation and Employer's Liability

The Nonprofit Provider shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. Comprehensive General Liability Insurance

The Nonprofit Provider shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Nonprofit Provider or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:

\$1,000,000 per occurrence / \$2,000,000 aggregate

Property Damage:

\$100,000 per occurrence / \$300,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$1,000,000 per occurrence / \$2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

c. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Nonprofit Provider.

d. Other Insurance

The Nonprofit Provider shall obtain such additional insurance as may be required by the City or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

e. Proof of Carriage

The Nonprofit Provider shall furnish the City with satisfactory proof of carriage of the insurance required before written approval is granted by the City

EXHIBIT B

NONPROFIT PROVIDER'S SCOPE OF SERVICES

Bee City USA - Hendersonville Program Responsibilities

1. Bee City USA Leadership Committee

The committee should include individuals with experience and interests that will help to fulfill the Bee City USA program requirements. Committees should have a regular meeting schedule that is open to the public.

Nonprofit Provider:

- Recruit partner organizations (ex. City of Hendersonville Tree Board and/or Environmental Sustainability Board, Henderson County Environmental Advisory Committee, Henderson County Beekeepers Association, Blue Ridge Community College Bee Campus USA, NC Cooperative Extension Henderson County Center) and community members to serve as volunteers on the committee.
- Host regular committee meetings (schedule to be determined by Nonprofit Provider) that are also open to the public.

City of Hendersonville:

- Provide funding for Nonprofit Provider's staff time to coordinate and work with committee members as needed.
- Designate at least one City of Hendersonville board member (Tree Board and/or Environmental Sustainability Board) to serve on the committee and serve as a liaison between the City and Nonprofit Provider.

2. Pollinator Education & Awareness

Host or co-host pollinator educational programs and awareness activities (at least one per year). The focus of these events should be native pollinators and the steps we can take to conserve them.

Nonprofit Provider:

- Work with community partners to coordinate the Pollinator Month series of events to be held annually during the month of June.
- Work with community partners to coordinate or participate in other pollinator education programs such as Monarch Month events (September), Symbolic Monarch Migration, Mayor's Monarch Pledge, HVL Bee City USA Pollinator Trail, pollinator-focused community/citizen science programs, community events (ex. Bee Bold Festival, Garden Jubilee, Farm City Day), loans of Pollinator Exploration Kit, etc.
- Work with community partners help raise awareness of the importance of pollinators (ex. pay annual registration fee and maintain profiles for The Good of the Hive mural and Hendo Beeline murals at www.muraltrail.com, collaborate with Conserving Carolina on "Habitat is Home" articles, obtain proclamations for special events, etc.).

City of Hendersonville:

- Provide funding for materials, printing, registration costs, program fees, etc. for educational and awareness-building programs/events.
- Assist with providing publicity for programs/events (press releases by Tree Board, posts on city social media pages, etc.)
- Consider waiving City of Hendersonville fees for special events or permits needed for Bee City USA events or activities.

3. Publicity & Information

Maintain an online presence to share information about upcoming activities as well as provide a native plant supplier list, link to integrated pest management plan, links to annual reports, etc.

Nonprofit Provider:

- Post program details, events, information etc. on a website or web pages owned and maintained by the nonprofit.
- Post program events and activities on social media site(s) dedicated to Bee City USA – Hendersonville (ex. www.facebook.com/beecityhendersonville and www.youtube.com/channel/UCQg2jFIH7Q5TscN2oKDJ6Qw) and maintained by the nonprofit.

City of Hendersonville:

- Maintain Bee City USA – Hendersonville street signs.
- Provide basic program details at www.hendersonvillenc.gov/bee-city web page and link to website or relevant web pages maintained by Nonprofit Provider.
- Include relevant Bee City USA – Hendersonville posts at www.facebook.com/HVLNC.

4. Pollinator Habitat

Create and enhance pollinator habitat on public and private land. To assist with habitat creation and provide guidance for the community, maintain a native plant list and native plant supplier list.

Nonprofit Provider:

- Post (and update as needed) a native plant list and a native plant supplier list on a website or web pages owned and maintained by the nonprofit.
- Provide expertise to city staff members and/or Tree Board members regarding their proposed pollinator habitat plantings.

City of Hendersonville:

- Create and enhance pollinator habitat on public and private land within the City of Hendersonville. Examples include Tree Board NeighborWoods and other planting projects, plantings along the Oklawaha Greenway, plantings within city parks, rain gardens, etc.
- Track (by square footage and/or acreage) annual area of pollinator habitat created or enhanced by City Public Works Department and/or Tree Board and report to Nonprofit Provider for inclusion in Bee City USA annual report.

5. City Policies and Plans

Incorporate pollinator-conscious practices into city policies and plans.

Nonprofit Provider:

- Provide expertise to city staff members and/or Tree Board members regarding their pollinator-conscious practices.

City of Hendersonville:

- Review the comprehensive plan and other relevant documents to consider improvements to pest management policies and practices as they relate to pollinator conservation and report improvements to Nonprofit Provider for inclusion in Bee City USA annual report.

6. Pollinator-Friendly Pest Management

Create and adopt an integrated pest management (IPM) plan designed to prevent pest problems, reduce pesticide use, and expand the use of non-chemical pest management methods.

Nonprofit Provider:

- Provide expertise to city staff members and/or Tree Board members in development of their integrated pest management (IPM) plan.

City of Hendersonville:

Contract for Professional Management Services

- Create and adopt an integrated pest management (IPM) plan.
- Update IPM plan as needed.

7. Bee City USA Renewal Report

Each February, apply for renewal of the City of Hendersonville's Bee City USA designation following the format provided by Bee City USA, including a report of the previous year's activities and paying the renewal fee (currently \$200).

Nonprofit Provider:

- Annually apply for renewal by reporting on the previous year's activities (including those of the City of Hendersonville) and pay the renewal fee.

City of Hendersonville:

- Provide funding for annual renewal fee.
- Annually provide details on the previous year's activities related to pollinator habitat, policies/plans, and integrated pest management (IPM) plan.

Bee City USA Materials

City-owned materials (purchased with city, grant, and donated funds or donated) to transfer to Nonprofit Provider:

- Pollinator Exploration Kit (educational materials)
- Pollinator Habitat Library (books)
- Pollinator Habitat Signage and Brochure Holders (to be displayed at events)
- Pollinator Habitat Brochures (to be given away at events)
- Pollinator Craft Supplies (to be given away at events)
- Pollinator Habitat Seed Packets (to be given away at events)
- Honey Bee & Monarch Window Clings (to be given away at events or used in fundraisers)

Funding

Annual budget to allocate to Nonprofit Provider (July 1 – June 30) through contract for implementation of Bee City USA program:

- \$5000.00 per fiscal year for materials, program fees/registrations, etc.
- \$15,000.00 per fiscal year for staff time, operating expenses, etc.

Maintenance of Records

The Nonprofit Provider will maintain copies of all records acquired, produced or maintained on behalf of Bee City USA – Hendersonville, and provide copies upon request by the City of Hendersonville. This includes all program materials, website posts, correspondence, emails, or any other type of document or recording related to the business of Bee City Hendersonville created by or coming into the possession of the Nonprofit Provider.

Source of Bee City USA Program Commitments: <https://beecityusa.org/bee-city-usa-commitments/> and https://beecityusa.org/wp-content/uploads/2020/09/bee_city_usa_resolution.docx

EXHIBIT C
Fee Schedule for the Work

Fee for Services	LUMP SUM FEE
BEE CITY USA HENDERSONVILLE Management Services	\$15,000/year
SUB TOTAL	\$15,000/year
NOT TO EXCEED TOTAL = \$15,000/year	

The total fee for the completion of all Work contained in the Scope of Services shall not exceed \$15,000 per year. Program supplies, materials and expenses (excluding staffing expenses and indirect costs) will be reimbursed to the Nonprofit Provider in an amount of 1.0 times the actual costs of the Nonprofit Provider up to an annual amount of \$5,000.00.



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Angela Beeker **MEETING DATE:** February 10, 2022

AGENDA SECTION: CONSENT AGENDA **DEPARTMENT:** Legal

**TITLE OF ITEM,
Presenter Name, Title:** Resolution to Approve Updated Uniform Guidance Procurement Policy –
Angela S. Beeker, City Attorney

SUGGESTED MOTION(S): I move that City Council adopt the *Resolution By The City Of Hendersonville City Council To Approve Amended City Of Hendersonville Uniform Guidance Procurement Policy* as presented.

SUMMARY:

Attached for the City Council’s consideration is a Resolution approving an updated Uniform Guidance Procurement Policy for the City. As Council is aware, when procuring goods and services that are funded in whole or in part with federal funding, both North Carolina state bidding laws and the Federal uniform guidance provisions must be followed. The attached, updated policy, incorporates the requirements of both, and will serve to better guide staff in the procurement of these goods and services.

BUDGET IMPACT: \$0

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded.

N/A

PROJECT NUMBER: N/A

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

- Resolution
- Revised City of Hendersonville Uniform Guidance Procurement Policy

Resolution #__-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL
TO APPROVE AMENDED CITY OF HENDERSONVILLE
UNIFORM GUIDANCE PROCUREMENT POLICY**

WHEREAS, the City is required to procure goods and services, including construction and repair services, in compliance with North Carolina General Statutes Chapter 143, Article 8 (“State Bid Laws”) and with Chapter 2, Part 2 of the Code of Federal Regulations (“Uniform Guidance”) when such goods and services are funded in whole or in part with federal funds; and

WHEREAS, on or about December 3, 2020, the City Council adopted the City of Hendersonville Uniform Guidance Procurement Policy (“UG Policy”) in order to comply with State Bid Laws and the Uniform Guidance; and

WHEREAS, City staff is proposing amendments to the UG Policy to provide more guidance and clarity regarding federal funding requirements;

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

1. The revised City of Hendersonville Uniform Guidance Policy is approved as presented.
2. As this is an administrative policy, the City Manager is authorized to approve changes to the policy except as to those changes for which State Bid Laws or Uniform Guidance requires the changes to be approved by City Council.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 10th day of February, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Becker, City Attorney

City of Hendersonville Uniform Guidance Procurement Policy

- I. Objective.** The objective of this Policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction and repair projects when federal funds are being used in whole or in part to pay for the cost of a contract.

II. Policy

- A. Application of Policy.** This policy applies to contracts that are funded in whole or in part by federal funds, direct or reimbursed, including contracts under grants and loans where the City is a subgrantee or sub-recipient of federal funds (collectively, “Federal Contracts”), except to the extent the federal funding is not subject to the Uniform Guidance codified in 2 C.F. R. Part 200.

All Federal Contracts are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state passthrough agency that awarded the funds. The requirements of this Policy also apply to any subrecipient of federal funds. The City may adopt additional policies for a particular federal agency or federal grant, and in the event of a conflict the policies particular to that federal agency or federal grant shall take precedence over this Policy. The City department that received the federal funding for the Federal Contract is responsible for ensuring compliance with this Policy and all other grant requirements. Departments are referred to the applicable grant agreements and the federal awarding agency regulations for other grant requirements. See also 2 C.F.R. § 200.300(b).

- B. Compliance with Federal Law.** All procurement activities for contracts to be funded in whole or in part with federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200.327 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The City will also follow all applicable local and state requirements when expending federal funds. Should the City have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

- C. Approval and Modification.** The procedures and requirements contained in this Policy are administrative and may be amended by the City Manager unless an amendment is specifically required to be approved by City Council, pursuant to State or Federal laws.

- III. General Procurement Standards and Procedures:** The following standards and procedures apply to all Federal Contract solicitations:

- A. Necessity.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. See 2 C.F.R. § 200.318(d). City departments should check with the federal surplus property agency prior to buying new items when feasible and less expensive. See 2 C.F.R. § 200.318(f). Strategic sourcing should be considered with

other City departments and/or agencies that have similar needs to consolidate procurements and services to obtain better pricing. See 2 C.F.R. § § 200.318(e).

- B. Cost Reduction.** City departments are encouraged to use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. City departments are further encouraged to use value engineering clauses in Federal Contracts for construction or repair that are of sufficient size to offer reasonable opportunities for cost reductions. See 2 C.F.R. § § 200.318(g).
- C. Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders or proposers must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that unduly restrict competition. See 2 C.F.R. § § 200.310(d).
- D. Notice of Federal Funding.** All bid solicitations for Federal Contracts must acknowledge the use of federal funding. In addition, all prospective bidders or proposers must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- E. Compliance by Contractors and Subrecipients.** All Federal Contract solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award. The City department administering a federal grant is responsible for monitoring the compliance of contractors and subrecipients with these requirements. See 2 C.F.R. § § 200.318(b).
- F. Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how to reach the required result to the Federal Contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and “or equal” must be included in the description. See 2 C.F.R. § § 200.319(d).
- G. Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach. See 2 C.F.R. § 200.318.(d).
- H. MWSBE Participation.** For all Federal Contract procurements that equal or exceed the applicable Micro-Purchase Threshold, the City department responsible for the solicitation must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this Section.

I. Documentation. City departments must maintain records detailing the history of all Federal Contract procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, Federal Contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase orders, and the Federal Contract. All documentation relating to the award of any Federal Contract must be made available to the granting agency upon request. The City Manager shall cause checklists for compliance with this policy to be attached to this Policy. Each departmental director whose department is administering a federal grant shall be required to sign off on the checklist(s) as a certification that all requirements have been met.

J. Cost Estimate. For all Federal Contract procurements that are expected to exceed the Simplified Acquisition Threshold as defined in Article V, the City department responsible for the procurement shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction or repair contracts may be developed by the project designer.

Profit must be negotiated as a separate element of the price for each Federal Contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

K. Open Competition. Solicitations shall be prepared and conducted in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or

equal” products, or other unnecessary requirements that have the effect of restricting competition. Reference is made to 2 C.F.R. § 200.319(b).

- L. Geographic Preference.** No geographic preferences may be imposed in awarding Federal Contracts except to the extent permitted by federal law. See 2 C.F.R. § 200.319(c).
- M. Contractors’ Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such procurements. Compliance with the Uniform Guidance Gifts and Favors Policy for the City of Hendersonville is required.
- N. Prequalification.** All lists of prequalified bidders must be kept current and must include enough qualified sources to ensure maximum open and free competition. Potential bidders shall not be precluded from qualifying during the solicitation period. See 2 C.F.R. § 200.319(e).
- O. City Council Approval.** Unless otherwise Board approval for a Federal Contract is required by this Policy, or by federal or state law, the thresholds established by City Council from time to time will determine when City Council approval for a Federal Contract is required.
- P. Procurement of Recovered Materials.** The City and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IV. Requirements Applicable to All Federal Contracts. All Federal Contracts will comply with the following requirements:

- A. Contract Award.** Federal Contracts shall be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Purchase Contracts and Construction Contracts that exceed the Micro-Purchase Threshold (as defined in Article V of this Policy) will be awarded to the lowest responsive, responsible bidder.
- B. Fixed Price.** Federal Contract solicitations must state that bidders and proposers shall submit bids and proposals on a fixed price basis and that the Federal Contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost Federal Contracts

are prohibited. Time and materials Federal Contracts will not be used unless no other form of contract is suitable and the Federal Contract includes a “not to exceed” amount. A time and materials Federal Contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds. Additionally, if a time and materials Federal Contract is awarded the City department administering the contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. Reference is made to 2 C.F.R. § 200.201(b).

- C. No Evasion.** No Federal Contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.
- D. Contract Requirements.** All Federal Contracts shall be in writing, and shall include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II. Federal Contracts shall further include provisions to comply with 2 C.F.R 200.315 regarding intangible property and the federal government’s right to data produced under a Federal Contract.
- E. Debarment.** No Federal Contract shall be awarded to a contractor included on the federally debarred bidder’s list. Reference is made to 2 C.F.R. § 200.214 and 2 C.F.R. § Part 180. Prior to awarding or recommending a contract for award, the Department shall be required to confirm that every contractor to which a contract is awarded has not been debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities by checking the federally debarred bidder’s list. Each contract or subrecipient agreement awarded shall require the contractor or subrecipient to comply with this paragraph with respect to all of their contractors and subcontractors.
- F. Contractor Oversight.** The City department administering the Federal Contract must maintain oversight of the Federal Contract to ensure that contractor is performing in accordance with the Federal Contract terms, conditions, and specifications.

V. Specific Procurement Procedures

City departments shall comply with this Section in soliciting bids and proposals for Federal Contracts. Solicitation requirements depend on the type of Federal Contract, which types include:

- Contracts for construction or repair work (“Construction Contracts”);
- Contracts for the procurement of apparatus, supplies, materials or equipment (“Purchase Contracts”);
- Contracts for the procurement of architectural, engineering or surveying services (“AES Contracts”); and
- Contracts for the procurement of services other than AES Contracts (“Service Contracts”).

Solicitation requirements also depend on the amount of the Federal Contract, determined by the following thresholds which are set and adjusted from time to time by the Federal Acquisition

Regulation at 48 C.F.R. § Subpart 2.1, or as self-certified by the City as permitted by 2 C.F.R. § 200.320(a)(1)(iv):

- Micro-Purchase Threshold (currently \$30,000 for Construction Contracts and Purchase Contracts, \$50,000 for AES Contracts if exempted from the Mini-Brooks Act, and \$50,000 for Service Contracts.)
- Simplified Acquisition Threshold (currently \$250,000)

Also relevant to the type of solicitation method required is the formal bid threshold established by North Carolina law from time to time, either through G.S. §143-129 or special legislation relating to the City of Hendersonville (the “NC Formal Bid Thresholds”). As of the date of this Policy, the NC Formal Bid Threshold for Purchase Contracts for the City is \$90,000, and the NC Formal Bid Threshold for Construction Contracts is \$500,000.

References to both the federal and state thresholds in this Policy shall mean the then current thresholds. The City Attorney shall serve as a resource for the City departments in tracking and updating these thresholds as adjustments are made over time. A chart summarizing when compliance with Uniform Guidance Procedures is attached to this policy as Exhibit A.

A. Micro-Purchase Procedure: The following contracts may be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)(1)):

- Service Contracts that are less than or equal to the applicable Micro-Purchase Threshold;
- Purchase Contracts that are less than the applicable Micro-Purchase Threshold; and
- Construction Contracts that are less than the applicable Micro-Purchase Threshold.

(The City may elect to follow the small purchase procedure, the sealed bid procedure, or the competitive proposal procedure outlined below for any contract qualifying for the Micro-Purchase procedure.)

The Micro-Purchase procedure requirements are (See 2 C.F.R. § 200.320(a)(1)):

1. The Federal Contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, purchases must be distributed among qualified suppliers.

B. Small Purchase Procedure. The following contracts must be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(a)(2)):

- Service Contracts that exceed the applicable Micro-Purchase Threshold but are less than or equal to the Simplified Acquisition Threshold;
- Purchase Contracts that exceed the applicable Micro Purchase Requirement but are less than the applicable NC Formal Bid Threshold for Purchase Contracts; and
- Construction Contracts that exceed the applicable Micro-Purchase Threshold but are less than or equal to the Simplified Acquisition Threshold.

(The City may elect to follow the sealed bid procedure, or, for qualifying contracts the competitive proposal procedure, outlined below for any contract qualifying for the Small Purchase procedure.)

The Small Purchase Procedure requirements are (See 2 C.F.R. § 200.320(a)(2)):

1. Obtain price or rate quotes from an “adequate number” of qualified sources. Note that the federal grantor agency may issue guidance interpreting what constitutes an “adequate number” of quotes.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321 (and as summarized in Article III, Section H).
3. Cost or price analysis is not required prior to soliciting bids.

C. Sealed Bid Procedure. The Sealed Bid Procedure must be used for the following unless they qualify for the noncompetitive procedures stated in Article VI below:

- Purchase Contracts equal to or exceed the applicable NC Formal Bid Threshold;
- Construction Contracts exceeding the Simplified Acquisition Threshold;
- Service Contracts equal to or exceeding the Simplified Acquisition Threshold. (Note: qualifying service contracts that equal to or exceed the Simplified Acquisition may use the competitive proposal procedure in lieu of the Sealed Bid Procedure if consistent with State law.)

The Sealed Bid Procedure requirements are (See 2 C.F.R. § 200.320(b)(1)):

1. Cost or price analysis is required prior to soliciting bids. See 2 C.F.R. § 200.324 (This cost estimate may be provided by the project designer.)
2. Complete specifications or purchase description must be made available to all bidders.
3. The Contract must be fixed price (lump sum or unit price).
4. The solicitation must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening, except to the extent electronic advertising has been authorized by City Council (and provided that for Construction Contracts that are less than the NC Formal Threshold formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to City Council the right to reject any or all bids only for sound documented reasons.
5. All bids received must be in paper form, and must be submitted in a sealed envelope. If the bid is for a construction contract, the sealed envelope must contain the name of the bidder and their State license number clearly marked on the outside of the sealed envelope. If mailed, the mailing envelope does NOT count as the sealed envelope for purposes of submitted a sealed bid. Note: Electronic bids are prohibited for any contract that is required to be procured using the Sealed Bid Procedure.

6. Take affirmative steps to solicit sealed bids from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321 (and as summarized in Article III, Section H).
7. Open bids at the public bid or proposal opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed, and a minimum of 2 bids must be received in order to open any bids. For Construction Contracts over the NC Formal Bid Threshold (currently \$500,000) at least 3 bids must be received in order to open any bids.
8. Award to the lowest responsive, responsible bidder. Bids may be rejected only for sound documented reasons. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
9. For Construction Contracts, a 5% bid bond is required of all bidders. The bid bond must be contained within the sealed envelope containing the bid (not the mailing envelope). Additionally for Construction Contracts performance and payment bonds of 100% of the Federal Contract price are required of the winning bidder.
10. Sealed Bid Procedure. Purchase Contracts and Construction Contracts that also equal or exceed the applicable NC Formal Bid Threshold shall be procured using a combination of the most restrictive requirements of the Uniform Guidance Sealed Bid Procedure (2 C.F.R. § 200.320(b)(1)) and North Carolina formal bidding procedures (G.S. 143-129).

Note: Construction Contracts involving a building costing \$300,000 and above must comply with the following additional requirements under state law, which include but are not limited to:

1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, and the City's Minority Business Participation Outreach Plan, shall apply.
2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
3. The project shall be bid using a statutorily authorized bidding method (separate prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).

D. Competitive Proposal Procedure. Service Contracts that exceed the Simplified Acquisition Threshold may be procured using the Uniform Guidance Competitive Proposal Procedure (2 C.F.R. § 200.320(b)(2)) when complete specifications are not possible, a fixed price contract is not feasible or it is not in the best interest of the federally funded program to make the selection principally on price. The Competitive Proposal Procedure is generally used when conditions are not appropriate for the use of sealed bids. Additionally, any contract less than the applicable Micro-Purchase Threshold may be procured using the Competitive Proposal Procedure provided it is consistent with State law.

The Competitive Proposal Procedure requirements are:

1. The Request for Proposals (RFP) must be publicized. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an adequate number of qualified firms.
2. Take affirmative steps to solicit proposals from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321 (and as summarized in Article III, Section H).
3. Identify all evaluation factors and their relative importance in the RFP.
4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award to the responsible proposer whose proposal is most advantageous to the program with price and other factors considered.

E. AES Contracts less than \$50,0000 may be exempted from the North Carolina Mini-Brooks Act (G.S. 143-64.31). These exempted AES Contracts do not require competitive proposals under the Uniform Guidance as they are under the micro-purchase threshold. AES Contracts not exempted from the state “Mini-Brooks Act” requirements (G.S. 143-64.31), shall be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(b)(2)(iv)) as follows:

1. Publicly advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit proposals from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify all evaluation factors and their relative importance in the RFQ.
4. Proposals must be solicited from an “adequate number of qualified sources.” Note that the individual federal grantor agency may issue guidance interpreting “adequate number.”
5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
6. Consider all responses to the publicized RFQ to the maximum extent practical.
7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the Federal Contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successfully completed, repeat negotiations with the second-best qualified firm.
10. Award the Federal Contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated.

VI. Exceptions. Noncompetitive procurements exceeding the Micro-Purchase Threshold are allowed only under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds (See 2 C.F.R. § 200.320(c)):

- A. **Sole Source:** when the item is available from only one source. The City department responsible for the solicitation shall document the justification for and lack of available competition for the item. A sole source Federal Contract must be approved by City Council.
- B. **Public Exigency:** when there is a public exigency or emergency. A public exigency or emergency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.
- C. **Inadequate Competition:** when competition is determined to be inadequate after attempts to solicit bids from a number of sources if consistent with State law.
- D. **Federal Contract:** when the purchase is made from a Federal Contract available on the U.S. General Services Administration schedules of Federal Contracts.
- E. **Awarding Agency Approval:** with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the Federal Contract without competition is consistent with state law.

EXHIBIT A - CITY OF HENDERSONVILLE SUMMARY CHART WHERE COMPLIANCE WITH UNIFORM GUIDANCE IS REQUIRED
Section 5, Item P.

Amount of Contract (Represented by X)	Micro-purchase Procedures 2 C.F.R. § 320(a)(1)	Small Purchase Procedures 2 C.F.R. § 320(a)(2)	Formal Sealed Bid Procedure 2 C.F.R. § 200.320(b)(1)	Formal UG HUB Procedures 2 C.F.R. § 200.321	Competitive Proposal Process 2 C.F.R. § 200.320(b)(2)
Construction and Repair Contracts					
$X < \$30,000$	Applies	Optional	Optional	Optional	Optional
$\$30,000 \leq X \leq \$250,000$	Not Eligible	Required	Optional	Required	Not Eligible
$X > \$250,000$	Not Eligible	Not Eligible	Required	Required	Not Eligible
*Limits arrived at by combining State and Federal limits. However, this chart does not attempt to address compliance with state law or local requirements. Additional state law and requirements must be followed where applicable.					
Architectural, Engineering and Surveying Services					
$X < \$50,000$, if Mini-Brooks exemption applied	Applies	Optional	Optional	Optional	Optional
$X \geq \$50,000$	Not Eligible	Not Eligible	Not Eligible	Required	Required 2 C.F.R. § 200.320(b)(2)(iv)
*Limits arrived at by combining State and Federal limits. However, this chart does not attempt to address compliance with state law or requirements. Additional state law and local requirements must be followed where applicable.					

Amount of Contract (Represented by X)	Micro-purchase Procedures 2 C.F.R. § 320(a)(1)	Small Purchase Procedures 2 C.F.R. § 320(a)(2)	Formal Sealed Bid Procedure 2 C.F.R. § 200.320(b)(1)	Formal UG HUB Procedures 2 C.F.R. § 200.321	Competitive Procurement 2 C.F.R. § 200.320(b)(2)
Purchase Contracts					
$X < \$30,000$	Applies	Optional	Optional	Optional	Optional
$\$30,000 \leq X < \$90,000$	Not Eligible	Yes	Optional	Required	Not Eligible
$X \geq \$90,000$	Not Eligible	Not Eligible	Required	Required	Not Eligible
*Limits arrived at by combining State and Federal limits. However, this chart does not attempt to address compliance with state law or local requirements. Additional state law and local requirements must be followed where applicable.					
All Other Service Contracts					
$X \leq \$50,000$	Applies	Optional	Optional	Optional	Optional for any contract under the micro-purchase threshold
$\$50,000 < X \leq \$250,000$	Not Eligible	Required	Optional	Required	Optional for qualifying contracts
$X > \$250,000$	Not Eligible	Not Eligible	Required	Required	Optional for qualifying contracts
*Limits arrived at based solely on Federal limits. However, this chart does not attempt to address compliance with state law or local requirements. Additional state law and local requirements must be followed where applicable.					



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Tom Wooten **MEETING DATE:** March 3, 2022

AGENDA SECTION: CONSENT **DEPARTMENT:** Public Works

TITLE OF ITEM: Resolution Approving Repairs to the Exterior of City Hall - *Tom Wooten, Director of Public Works*

SUGGESTED MOTION(S):

I move that the City Council adopt the Resolution By The City Of Hendersonville City Council To Authorize The City Manager To Enter Into A Contract For The Year One Repairs To The Exterior Of City Hall

SUMMARY: The City of Hendersonville Public Works Department worked with SKA Consulting Engineers to issue an RFP for year one repairs to the exterior of City Hall. Five bids were opened on January 6, 2022 and Western Specialty Contractors submitted the lowest bid at \$206,317.00 which includes the alternate bid items. The attached resolution authorizes staff to award the project to Western Specialty Contractors.

BUDGET IMPACT: \$206,317.00

Is this expenditure approved in the current fiscal year budget? No.

If no, describe how it will be funded. A capital project ordinance and associated budget amendment for phase 1 of the project is on the 02/10/2022 agenda for City Council's consideration. Additional amendments for the project will occur each fiscal year. The project's estimated total cost is \$1,218,000 over the next 4 fiscal years. 50% of the total project budget will be made available via transfers from the General Fund; the remaining 50% will be made available via transfers from the Water and Sewer Fund.

ATTACHMENTS:

Resolution

Bid Summary Sheet

Year 1 Building Envelope Repairs
Hendersonville City Hall Building - Hendersonville, North Carolina
SKA Project #: 200248.1
Bid Tabulation
January 10, 2022

Item #	Scope of Work Item Description	Unit Quantity	BIDDERS (LISTED IN THE ORDER THE BIDS WERE RECEIVED)																			
			Stone Restoration of America		Western Specialty Contractors		Lesco Restorations		Carolina Res. & Wproofing		WxProofing											
			Unit Rate Cost	Extended Costs	Unit Rate Cost	Extended Costs	Unit Rate Cost	Extended Costs	Unit Rate Cost	Extended Costs	Unit Rate Cost	Extended Costs										
LUMP SUM BASE BID ITEMS																						
1	General Conditions.	LS	\$	33,500.00	\$	26,525.00	\$	130,895.00	\$	11,336.00	\$	183,589.00										
2	Staging and Access.	LS	\$	32,000.00	\$	25,350.00	\$	96,000.00	\$	84,789.00	\$	258,369.00										
3	Temporarily Resecure Three (3) Limestone Wall Panels with Steel Channels and Plates.	LS	\$	5,400.00	\$	13,350.00	\$	14,400.00	\$	6,450.00	\$	10,138.00										
4	Remove and Repair Spalled Limestone.	LS	\$	3,250.00	\$	16,710.00	\$	8,400.00	\$	12,681.00	\$	17,757.00										
5	Remove and Dispose Six (6) Courses of Brick over Recessed Window Opening and Clean and Coat Angle.	LS	\$	4,625.00	\$	5,466.00	\$	25,338.00	\$	5,426.00	\$	4,777.00										
6	Install Four (4) Courses of Diagonal Soldier Brick & Two (2) Courses of EIFS After Shelf Angle Repairs.	LS	\$	4,125.00	\$	9,000.00	\$	22,140.00	\$	8,897.00	\$	7,909.00										
7	Remove and Replace Three (3) Courses of Displaced Brick Along North Elevation at Cast Iton Pipe.	LS	\$	6,000.00	\$	14,640.00	\$	17,640.00	\$	4,842.00	\$	1,919.00										
8	Remove Brick Soldier Courses at Window Heads to Allow for Inspection.	LS	\$	40,000.00	\$	11,155.00	\$	123,480.00	\$	5,194.00	\$	18,103.00										
9	Replace Two (2) Limestone Wall Panels at Grade.	LS	\$	3,600.00	\$	4,330.00	\$	21,600.00	\$	5,600.00	\$	3,628.00										
10	Contingency Allowance.	LS	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$	30,000.00										
Subtotal:			\$	162,500.00	\$	156,526.00	\$	489,893.00	\$	175,215.00	\$	536,189.00										
UNIT RATE BASE BID ITEMS																						
UP-1	Clean and Coat Steel Lintels at Window Heads.	39 EA	\$	560.00	\$	21,840.00	\$	499.00	\$	19,461.00	\$	1,200.00	\$	46,800.00	\$	476.00	\$	18,564.00	\$	429.88	\$	16,765.32
UP-2	Replace Steel Lintels at Window Heads.	10 EA	\$	1,500.00	\$	15,000.00	\$	933.00	\$	9,330.00	\$	2,760.00	\$	27,600.00	\$	1,162.00	\$	11,620.00	\$	786.24	\$	7,862.40
UP-3	Tuckpoint Cracks in Brick Mortar Joints.	200 LF	\$	18.00	\$	3,600.00	\$	22.00	\$	4,400.00	\$	26.00	\$	5,200.00	\$	19.80	\$	3,960.00	\$	11.98	\$	2,396.00
UP-4	Remove Additional Brick and Clean and Coat Structural Steel at Window Heads	1 LS	\$	5,500.00	\$	5,500.00	\$	11,200.00	\$	11,200.00	\$	27,500.00	\$	27,500.00	\$	9,590.00	\$	9,590.00	\$	7,917.00	\$	7,917.00
Subtotal:			\$	45,940.00	\$	44,391.00	\$	107,100.00	\$	43,734.00	\$	34,940.72										
LUMPSUM BASE BID & UNIT RATE TOTAL:			\$	208,440.00	\$	200,917.00	\$	596,993.00	\$	218,949.00	\$	571,129.72										
ALTERNATE BID ITEMS																						
A1	Remove and Replace Shelf Angle Above Recessed Window Opening. Replaces LS BB No. 5.	25 LF (LS)	\$	6,000.00	\$	7,475.00	\$	32,838.00	\$	5,436.00	\$	10,747.00										
A2	Remove and Reinstall Limestone Wall Panels at Tall Parapet. Replaces LS BB No. 3.	3 EA (LS)	\$	9,600.00	\$	13,410.00	\$	35,700.00	\$	16,377.00	\$	7,313.00										
A3	Limestone Spall Repairs at Grade on South Elevation. Replaces LS BB No. 9.	2 EA (LS)	\$	1,800.00	\$	1,235.00	\$	2,800.00	\$	3,928.00	\$	1,995.00										
ADDITIONAL BID INFORMATION																						
ALTERNATE CONSTRUCTION SCHEDULE SUBMITTED:			No		No		No		No		Yes - Requesting 4 Months											
ADDENDUM #1 ACKNOWLEDGED:			Yes		Yes		Yes		Yes		Yes											
GENERAL CONTRACTOR'S NC LICENSE #:			77511		35030		39551		34577		77045											
BID SIGNATURES:			Yes		Yes		Yes		Yes		Yes											
SIGNATURE PAGE OF SUPPLEMENTARY CONDITIONS:			Yes		Yes		Yes		Yes		Yes											
PRELIMINARY SCHEDULE PROVIDED FOR BASE BID:			No		Yes		Yes		Yes		Yes											
AIA A305 QUALIFICATION STATEMENT:			Yes		Yes		Yes		No		Yes											
CERTIFICATION OF HUB / MINORITY BUSINESSES:			No		No		Yes - S385,000.00		No		Yes - \$20,000											
NO. OF SUBCONTRACTORS UTILIZED			1 -		1 -		1 - Wards Waterproofing		1 -		1 - Haydens Masonry LLC											
			2 -		2 -		2 -		2 -		2 -											
			3 -		3 -		3 -		3 -		3 -											

I certify that the above bids were received via email, were opened publically, were read aloud at the time and place indicated, and that this is a true and correct tabulation of all bids received for this project.

Eric A. Couch, PE - Senior Project Engineer

Signature

Eric A. Couch, PE

Digitally signed by Eric A. Couch, PE
DN: C=US, E=ecacouch@skaeng.com, O="SKA Consulting Engineers, Inc.", OU=Building Solutions Group - Charlotte, CN="Eric A. Couch, PE"
Date: 2022.01.10 14:50:57-05'00'

Printed Name and Title of Engineer

January 10, 2022

Date

187

January 10, 2022

City of Hendersonville – Public Works Department
205 Williams Street
Hendersonville, North Carolina 28792

Attention: Mr. Tom Wooten (Via Email: twooten@hvlnc.gov)

Reference: Bid Evaluation & Award Recommendation
Year 1 Building Envelope Repairs for Hendersonville City Hall
Hendersonville, North Carolina
SKA Job No. 200248.0

Dear Mr. Wooten:

The purpose of this letter is to notify you that we have completed our review of the five (5) bids received for the subject project. Our review included reviewing the bid prices, verifying all required forms were submitted, and confirming that the Bidders NC General Contractor License were valid.

Western Special Contractors (WSC) was the apparent low bidder and we confirmed with the *North Carolina Licensing Board for General Contractors* that WSC has an unlimited active license in the state of North Carolina (GC License No. 35030).

Based on our review of the received bids, it is our opinion that WSC is the lowest responsive, responsible bidder and we take no exception with City of Hendersonville awarding the contract to them.

Respectfully submitted,

SKA CONSULTING ENGINEERS, INC.



Eric A. Couch, PE
Senior Project Engineer
Charlotte Building Solutions Group

Attachments: Certified Bid Tabulation

Resolution #__-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE YEAR
ONE REPAIRS TO THE EXTERIOR OF CITY HALL**

WHEREAS, the City of Hendersonville desires to make repairs to the exterior of City Hall; and

WHEREAS, the City of Hendersonville worked with SKA Consulting Engineers to issue an RFP for year one repairs to the exterior of City Hall; and

WHEREAS, five bids were received and opened on January 6, 2022 at 2:00pm; and

WHEREAS, SKA Consulting Engineers reviewed the bids for completeness and accuracy. Western Specialty Contractors were the lowest responsive bidder; and

WHEREAS, only a portion of the funds required for this project were in this year's budget. Staff will submit a capital project ordinance and budget amendment for the project,

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

1. The bid for year one repairs to the exterior of City Hall is awarded to Western Specialty Contractors, the lowest responsive bidder, in the total amount of \$206,317.00. The City Manager is authorized to execute a contract consistent with the terms of this Resolution.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of March, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Lu Ann Welter **MEETING DATE:** February 10, 2022

AGENDA SECTION: Presentation Only **DEPARTMENT:** Human Resources

**TITLE OF ITEM,
Presenter Name, Title:** Quarterly MVP Recipients – *John Connet, City Manager*

SUGGESTED MOTION(S): None

SUMMARY:

The Service Excellence Design Team voted these employees as the MVPs for the October through December quarter of 2021.

BUDGET IMPACT: \$

Is this expenditure approved in the current fiscal year budget? No

If no, describe how it will be funded.

PROJECT NUMBER: N/A

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

PowerPoint Presentation



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** 2/10/2022

AGENDA SECTION: PRESENTATION **DEPARTMENT:** Administration

TITLE OF ITEM: Black History Month Recognition – Landina Guest House Historical Marker –
John Connet, City Manager

SUGGESTED MOTION(S):

I move that in honor of the Black History Month that the City Council approve the placement of a historical marker at 710 1st Avenue West in recognition of the Landina Guest House.

SUMMARY:

The Landina Guest House served as a location where African-Americans could rent a room during segregation with a private bath and meals. The House was list in the 1960-1961 Negro Motorist Green Book. In addition, the house served as a community gathering spot for African American residents in the area. The Diversity and Inclusion Committee and Historic Preservation Commission recommend the placement of a historical marker to recognize the historical significance of the Landina Guest House to the African-American community.

BUDGET IMPACT: \$4703.00 +/-

Is this expenditure approved in the current fiscal year budget? NO

If no, describe how it will be funded. Funds are available in the Historic Preservation Commission's Special Fund.

ATTACHMENTS:

Memorandum from City Manager

Proposed Sign

CITY MANAGEMENT MEMORANDUM

TO: HENDERSONVILLE CITY COUNCIL

FROM: JOHN CONNET, CITY MANAGER

SUBJECT: HISTORICAL MARKER – LANDINA HOUSE

DATE: 1/30/2022

CC: DIVERSITY AND INCLUSION COMMITTEE
HISTORIC PRESERVATION COMMISSION

The City of Hendersonville Diversity and Inclusion Committee met on Tuesday, January 11, 2022. During this meeting the Committee unanimously recommended the placement of an historical marker at 710 1st Avenue West in recognition of the Landina Guest House (House). The House served as a location where African-Americans could rent a room during segregation with a private bath and meals. The House was list in the 1960-1961 Negro Motorist Green Book. In addition, the house served as a community gathering spot for African American residents in the area.

The Diversity and Inclusion Committee are aware that there are a limited number of historical markers recognizing important African-American historical sites in Hendersonville. Therefore, they believe installation of this historical marker is a positive step in recognizing the contributions of African-Americans in our community.

The Hendersonville Historic Preservation Commission met on January 19, 2022. During this meeting the Commission unanimously approve the placement of an historical marker at 710 1st Avenue West in recognition of the Landina Guest House. The approval was contingent upon two small changes to the marker. The changes have been made to the marker and a picture of the marker is attached to this memorandum.

In recognition of Black History Month, City staff believes that it is appropriate that the City Council formally announce the placement of this sign at your February 10, 2022 City Council meeting. We have invited several African-American leaders to the meeting to hear this exciting announcement.

Thank you for your attention in this matter. If you have any questions or need additional information, please feel free to contact me.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet

MEETING DATE: 2/10/2022

AGENDA SECTION: PRESENTATION

DEPARTMENT: Administration

TITLE OF ITEM: HandsOn Children's' Museum Update – *Joseph Knight, Executive Director*

SUGGESTED MOTION(S):

NA

SUMMARY:

Council Member Smith has asked Joseph Knight to provide an update on the HandsOn Children's Museum renovation project.

BUDGET IMPACT: \$ NA

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. EnterTextHere

ATTACHMENTS:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** 2/10/2022
AGENDA SECTION: PRESENTATION **DEPARTMENT:** Administration
TITLE OF ITEM: Ecusta Trail Update – *Chris Burns, Friends of the Ecusta*

SUGGESTED MOTION(S):

NA

SUMMARY:

Chris Burns will provide an update regarding the funding and construction of the Ecusta Trail.

BUDGET IMPACT: \$ TBD

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

None



CITY OF HENDERSONVILLE
PLANNING BOARD
AGENDA ITEM SUMMARY

SUBMITTER: Alexandra Hunt, *Planner I* **MEETING DATE:** February 10, 2022

AGENDA SECTION: New Business **DEPARTMENT:** Community Development

TITLE OF ITEM: Zoning Text Amendment: Addition and Definition of Micro-distilleries, Micro-cideries, and Micro-wineries with Supplementary Standards to existing Micro-brewery definition (P21-83-ZTA): *Alexandra Hunt, Planner I*

SUGGESTED MOTION(S):

<p>1) <u>For Recommending Approval:</u></p> <p>I move City Council <u>APPROVE</u> an ordinance revising the definition, use and supplementary standards of Microbreweries to include Micro-distilleries, Micro-cideries, and Micro-wineries in the C-1, C-2, C-3, CMU, GHMU, HMU, I-1, PCD and PMD zoning districts and extending this amended use to the CHMU and Urban Village zoning districts as a Permitted Use subject to the Supplementary Standards.</p> <p>We find that the text amendment is <u>consistent</u> with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:</p> <ol style="list-style-type: none">1) It encourages infill development and redevelopment in areas planned for high intensity development. (Goal LU-1)2) It contributes to downtown’s role as the focal point of niche retailers within the city. (Goal CR-4)3) It encourages mixed-use development that reduces the need to drive. (Goal TC-1) <p>Further, we find this petition for a zoning text amendment <u>to be reasonable and in the public interest</u> based on the information from the staff analysis and the public hearing, and because:</p>	<p>1) <u>For Recommending Denial:</u></p> <p>I move City Council DENY an ordinance revising the definition, use and supplementary standards of Microbreweries to include Micro-distilleries, Micro-cideries, and Micro-wineries in the C-1, C-2, C-3, CMU, GHMU, HMU, I-1, PCD and PMD zoning districts and extending this amended use to the CHMU and Urban Village zoning districts as a Permitted Use subject to the Supplementary Standards.</p> <p>We find that the text amendment is <u>consistent</u> with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and the public hearing:</p> <p>However, we find this petition for a zoning text amendment <u>is NOT reasonable and in the public interest</u> based on the information from the staff analysis and the public hearing, and because:</p> <ol style="list-style-type: none">1) The amendment is [state why the zoning text amendment is not reasonable and in the public interest]
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<div>1) It will promote additional diversity of job opportunities within the City of Hendersonville.</div> <div>2) It encourages reinvestment in existing infrastructure and commercial real estate within the City of Hendersonville.</div> <div>3) It reflects adaptation by the city to changing market trends in retail and the craft beverage industry.</div>	
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SUMMARY:

The Community Development Department is in receipt of a Zoning Text Amendment (ZTA) application from M&T Distillery LLC. The applicant is requesting that "micro-distilleries" be added as a use in zoning districts that currently allow microbreweries as either a Permitted Use or Permitted Use subject to Supplementary Standards under Article 16 of the Zoning Ordinance.

In addition to the applicant’s request, the department is proposing three (3) recommendations. First, the department recommends that "micro-distilleries", “micro-cideries” and “micro-wineries” be added to the use, definition, and supplementary standards for “Microbreweries.” Second, the department is proposing to add additional standards taken from the supplementary standards for Small Scale Manufacturing to the existing supplementary standards for Microbreweries. Third, the department recommends adding two (2) additional zoning districts, CHMU and Urban Village, to the zoning districts that already permit microbreweries as a Permitted Use subject to Supplementary Standards. Currently, microbreweries are a Permitted Use in PCD CZD, I-1, and PMD CZD zoning districts and a Permitted Use subject to Supplementary Standards in C-1, C-2, C-3, CMU, GHMU and HMU.

The Planning Board reviewed this zoning text amendment and is recommending the following:

Section 12-2 Definition of Commonly Used Terms and Words.

Microbreweries, Micro-distilleries, Micro-hard cideries and Micro-wineries. "An establishment that engages in the production of malt beverages or spirituous liquors or hard cider or wine as defined in North Carolina General Statute 18B-101. Annual production shall be less than ~~25,000 barrels~~ 775,000 gallons per calendar year of final product." (25,000 x 31 gal = 775,000 gal)

16-4-15 Microbreweries, Micro-distilleries, Micro-hard cideries and Micro-wineries.

a) Shall include one or more accessory uses such as a tasting room, tap room, restaurant, retail, demonstration area, education and training facility or other uses incidental to the brewery, distillery, hard cidery, or winery and open and accessible to the public.

b) Storage of materials used in the manufacturing, processing, and for distribution shall be located entirely within the building.

c) Shall be designed such that all newly constructed loading and unloading facilities are internal to the site, in service alleys or at the back of the building.

d) The sides and rear yard or setback requirement shall be increased to 25 feet for the C-2 Secondary Business, C-3 Highway Business, GHMU Greenville Highway Mixed Use and HMU Highway Mixed Use Zoning District Classifications.

e) Shipping and receiving needs shall not exceed the equivalent of (1) FHW A Class 8 truck per week.

f) Reuse of an existing building shall not exceed 20,000 square feet of building floor space.

g) New construction shall not exceed 10,000 square feet of all building floor space.

Please see the attached Staff Report for a review of the proposed text amendment and a recap of the actions of the Planning Board.

PROJECT/PETITIONER NUMBER: P21-83-ZTA

PETITIONER NAME: M&T Distillery LLC

ATTACHMENTS:

- 1) Staff Report
- 2) Planning Board Regular Meeting Minutes
- 3) Draft Ordinance
- 4) Application

Ordinance # ____ - ____

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND ARTICLE 5 - ZONING DISTRICT CLASSIFICATIONS: SECTION 5-6-1, SECTION 5-7-1, SECTION 5-8-1, SECTION 5-11-2, SECTION 5-12-1, SECTION 5-15-2, SECTION 5-19-1, SECTION 5-22-1; SECTION 5-23-1; ARTICLE 6 – GENERAL PROVISIONS: SECTION 6-5; ARTICLE 12 - DEFINITION OF TERMS: SECTION 12-2; AND ARTICLE 16 - SUPPLEMENTARY STANDARDS FOR CERTAIN USES: SECTION 16-4 OF THE CITY OF HENDERSONVILLE ZONING ORDINANCE TO ADD AND DEFINE MICRO-DISTILLERIES, MICRO-CIDERIES, AND MICRO-WINERIES TO ZONING DISTRICT CLASSIFICATIONS C-1, C-2, CMU, GHMU, HMU, CHMU AND URBAN VILLAGE.

WHEREAS, the City of Hendersonville's Downtown Advisory Board and Planning Board have reviewed and recommended for adoption a zoning text amendment adding, defining, and providing Supplementary Standards for Micro-distilleries, Micro-cideries, and Micro-wineries in the City of Hendersonville Zoning Ordinance; and

WHEREAS, City Council desires to promote the efficient use and reuse of commercial space within City limits by permitting compatible development and redevelopment; and

WHEREAS, City Council desires to promote a diverse local economy which promotes and supports small business job creation; and

WHEREAS, the addition of Micro-distilleries, Micro-cideries, and Micro-wineries as a use represents a response to changing trends and opportunities within the craft beverage industry and economic development in the City of Hendersonville.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina that Article 5 - Zoning District Classifications: Section 5-6-1, Section 5-7-1, Section 5-8-1, Section 5-11-2, Section 5-12-1, Section 5-15-2, Section 5-19-1, Section 5-22-1; Section 5-23-1; Article 6 – General Provisions: Section 6-5; Article 12 - Definition of Terms: Section 12-2; & Article 16 - Supplementary Standards for Certain Uses: Section 16-4 of the City of Hendersonville Zoning Ordinance to add, define and provide Supplementary Standards for Micro-distilleries, Micro-cideries, and Micro-wineries for Zoning District Classifications C-1, C-2, C-3, CMU, GHMU, HMU, I-1, PCD, PMD, CHMU and Urban Village:

ARTICLE V ZONING DISTRICT CLASSIFICATIONS

Section 5-6 C-1 Central Business Zoning District Classification

5-6-1 Permitted Uses

Micro-breweries, Micro-distilleries, Micro-cideries, and Micro-wineries, subject to the Supplementary Standards contained in Section 16-4, below

Section 5-7 C-2 Secondary Business Zoning District Classification

5-7-1 Permitted Uses

Micro-breweries, Micro-distilleries, Micro-cideries, and Micro-wineries, subject to the Supplementary Standards contained in Section 16-4, below

Section 5-8 C-3 Highway Business Zoning District Classification

5-8-1 Permitted Uses

Micro-breweries, Micro-distilleries, Micro-cideries, and Micro-wineries, subject to the Supplementary Standards contained in Section 16-4, below

5-11-2 Permissible Uses.

Micro-breweries, Micro-distilleries, Micro-cideries, and Micro-wineries, subject to the Supplementary Standards contained in Section 16-4, below

Section 5-12 I-1 Industrial Zoning District Classification

Micro-breweries, Micro-distilleries, Micro-cideries, and Micro-wineries, subject to the Supplementary Standards contained in Section 16-4, below

Section 5-15 PCD Planned Commercial Development Conditional Zoning District Classification

Micro-breweries, Micro-distilleries, Micro-cideries, and Micro-wineries, subject to the Supplementary Standards contained in Section 16-4, below

Section 5-19 CMU Central Mixed Use Zoning District Classification

5-19-1 Permitted Uses

Micro-breweries, Micro-distilleries, Micro-cideries, and Micro-wineries, subject to the Supplementary Standards contained in Section 16-4, below

Section 5-22 GHMU Greenville Highway Mixed Use Zoning District Classification

5-22-1 Permitted Uses

Micro-breweries, Micro-distilleries, Micro-cideries, and Micro-wineries, subject to the Supplementary Standards contained in Section 16-4, below

Section 5-23 HMU Highway Mixed Use Zoning District Classification

5-23-1 Permitted Uses

Micro-breweries, Micro-distilleries, Micro-cideries, and Micro-wineries, subject to the Supplementary Standards contained in Section 16-4, below

Section 5-24 UV Urban Village Conditional Zoning District Classification

5-24-2 Permitted Uses

Micro-breweries, Micro-distilleries, Micro-cideries, and Micro-wineries, subject to the Supplementary Standards contained in Section 16-4, below

Section 5-27 CHMU Commercial Highway Mixed Use Zoning District Classification

5-27-1 Permitted Uses

Micro-breweries, Micro-distilleries, Micro-cideries, and Micro-wineries, subject to the Supplementary Standards contained in Section 16-4, below

ARTICLE XI GENERAL PROVISIONS

Section 6-5 Off-Street Parking.

Table 6-5-2: Microbreweries, Micro-distilleries, Micro-cideries, and Micro-wineries: 1 per each 3 seats or stools plus 1 per each 2 employees on the shift with the largest employment

ARTICLE XII DEFINITION OF TERMS

Section 12-2 Definition of Commonly Used Terms and Words

Micro-breweries, Micro-distilleries, Micro-cideries, and Micro-wineries: An establishment that engages in the production of malt beverages or spiritous liquors or hard cider or wine as defined in North Carolina General Statute 18B-101. Annual production shall be less than ~~25,000 barrels~~ 775,000 gallons per calendar year of final product.

ARTICLE XVI SUPPLEMENTARY STANDARDS FOR CERTAIN USES

Section 16-4 Standards

16-4-15 Micro-breweries, Micro-distilleries, Micro-cideries, and Micro-wineries

- a) Shall include one or more accessory uses such as a tasting room, tap room, restaurant, retail, demonstration area, education and training facility or other uses incidental to the brewery, distillery, hard cidery, or winery and open and accessible to the public.
- b) Storage of materials used in the manufacturing, processing, and for distribution shall be located entirely within the building.
- c) Shall be designed such that all newly constructed loading and unloading facilities are internal to the site, in service alleys or at the back of the building.
- d) The sides and rear yard or setback requirement shall be increased to 25 feet for the C-2 Secondary Business, C-3 Highway Business, GHMU Greenville Highway Mixed Use and HMU Highway Mixed Use Zoning District Classifications.
- e) Shipping and receiving needs shall not exceed the equivalent of (1) FHW A Class 8 truck per week.
- f) Reuse of an existing building shall not exceed 20,000 square feet of building floor space.
- g) New construction shall not exceed 10,000 square feet of all building floor space.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 10th day of February 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Zoning Text Amendment for Micro-Distilleries

(P21-83-ZTA)

CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT STAFF REPORT

Staff Report Contents

SUMMARY OF TEXT AMENDMENT 2

STAFF ANALYSIS 3

COMPREHENSIVE PLAN CONSISTENCY ASSESSMENT AND STATEMENT: 5

REASONABLENESS STATEMENT:.....**Error! Bookmark not defined.**

LEGISLATIVE COMMITTEE OF THE PLANNING BOARD 6

Summary of Legislative Committee Action 6

DOWNTOWN ADVIOSRY BOARD (1st Meeting) 7

Summary of Downtown Advisory Board Action..... 7

PLANNING BOARD 7

Summary of Planning Board Recommendations 7

Planning Board Motion 7

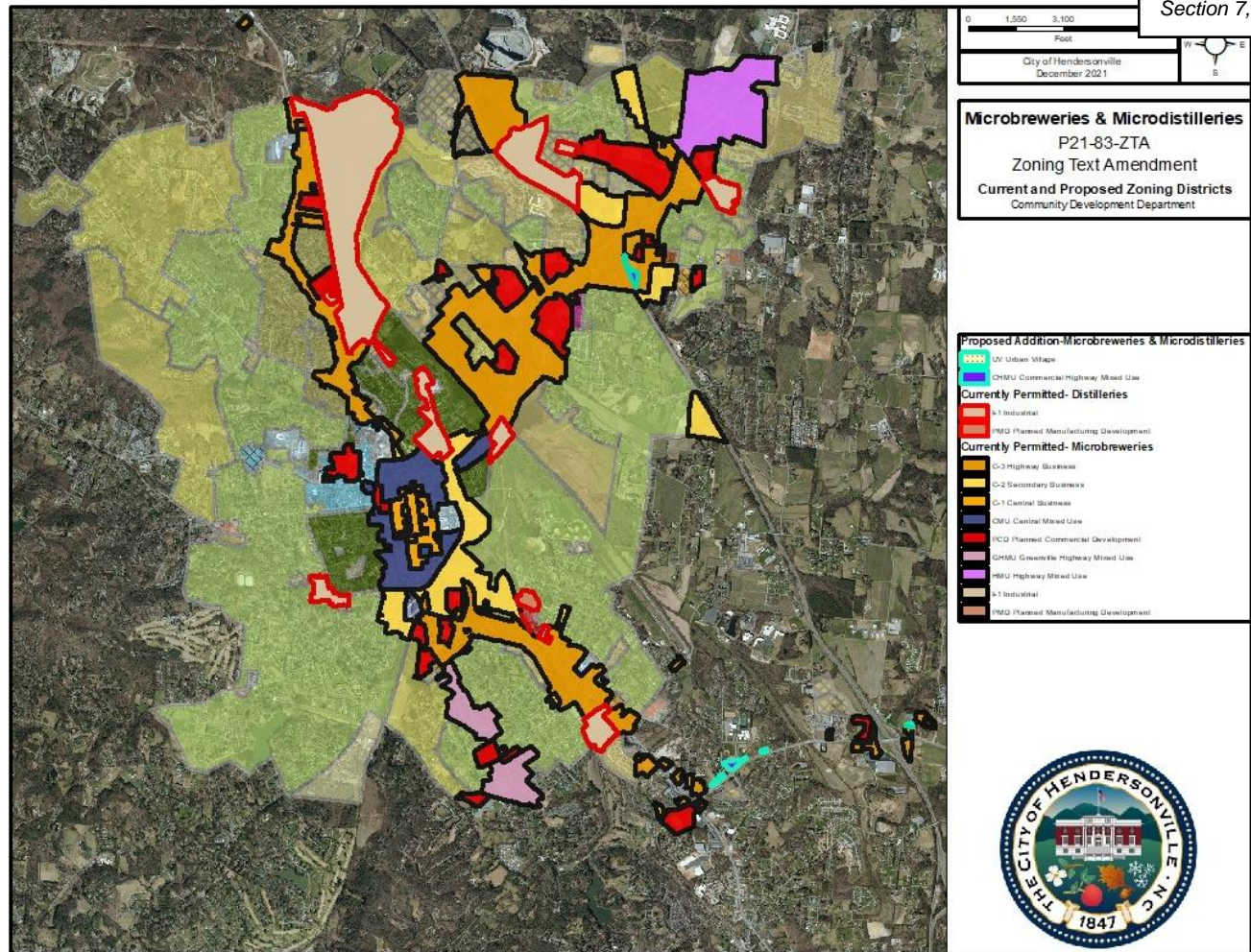
DOWNTOWN ADVIOSRY BOARD (2nd Meeting)..... 8

Summary of Downtown Advisory Board Recommendations 8

SUGGESTED MOTION 8

ATTACHMENTS: 8





SUMMARY OF TEXT AMENDMENT

The Planning Staff is in receipt of a Zoning Text Amendment (ZTA) application from M&T Distillery LLC. The applicant is requesting that "Micro-distilleries" be added as a use in zoning districts that currently allow Microbreweries as either a "Permitted Use or a Permitted Use "subject to Supplementary Standards", as outlined in Article 16 of the Zoning Ordinance.

Zoning Districts Permitting "Microbreweries":

As a Permitted Use (not subject to Supplementary Standards): PCD-CZD, I-1, and PMD-CZD

As a Permitted Use subject to Supplementary Standards: C-1, C-2, C-3, CMU, GHMU and HMU

In addition to the applicant's request, Staff is proposing three (3) recommendations:

- 1) That "Micro-distilleries", "Micro-cideries", and "Micro-wineries" be added to the Use, Definition, and Supplementary Standards for "Microbreweries".
- 2) To add additional standards, taken from the Supplementary Standards for "Small Scale Manufacturing", to the existing Supplementary Standards for "Microbreweries".
- 3) To add two (2) additional zoning districts, CHMU and Urban Village, to the zoning districts that already allow Microbreweries as a Permitted Use subject to Supplementary Standards.

STAFF ANALYSIS

1. Addition of “Micro-distilleries,” “Micro-cideries,” and “Micro-wineries” to the current use and definition of “Micro-breweries”

Currently, the Zoning Ordinance defines “distilleries” as, “an establishment that engages in the production of spirituous liquors or liquors as defined in North Carolina General Statute 18B-101.” The North Carolina General Statute 18B-101(14) defines “spiritous liquor” or “liquor” means distilled spirits or ethyl alcohol, including spirits of wine, whiskey, rum, brandy, gin and all other distilled spirits and mixtures of cordials, liqueur, and premixed cocktails, in closed containers for beverage use regardless of their dilution.”

The Zoning Ordinance defines “Cideries, hard” as, “an establishment that engages in the production of hard ciders classified as unfortified wine as defined in North Carolina General Statute 18B-101.”

The Zoning Ordinance defines “Wineries” as “an establishment that engages in the production of unfortified wines as defined in North Carolina General Statute 18B-101.” The North Carolina General Statute 18B-101(15) defines “unfortified wine” as “any wine of sixteen percent (16%) or less alcohol by volume made by fermentation from grapes, fruits, berries, rice, or honey; or the addition of pure cane, beet, or dextrose sugar; or by the addition of pure brandy from the same type of grape, fruit, berry, rice or honey that is contained in the base wine and produced in accordance with the regulations of the United States.”

Lastly, the Zoning Ordinance currently defines “Microbreweries” as, “an establishment that engages in the production of malt beverages as defined in North Carolina General Statute 18B-101. Annual production shall be less than 25,000 barrels.” The North Carolina General Statute 18B-101(9) defines “malt beverage” means beer, lager, malt liquor, ale, porter, and any other brewed or fermented beverage except unfortified or fortified wine as defined by this Chapter, containing at least one-half of one percent (0.5%), and not more than 15 percent (15%), alcohol by volume shall bear a label clearly indicating the alcohol content of the malt beverage.

Given the lack of current guidance from state law, Staff has proposed the definition for “Micro-distilleries,” “Micro cideries,” and “Micro-wineries” fall in line with the Zoning Ordinance’s current definition of “Microbreweries” as the following:

“An establishment that engages in the production of malt beverages or spirituous liquors or hard cider or wine as defined in North Carolina General Statute 18B-101. Annual production shall be less than ~~25,000 barrels~~ 775,000 gallons per calendar year of final product.” (25,000 x 31 gal = 775,000 gal).

With a definition in place covering all four product types, the “Permitted Use” of “Microbreweries” found in various zoning districts in Chapter 5 of the Zoning Ordinance would then be amended to read as “Microbreweries, Micro-distilleries, Micro-cideries, & Micro-Wineries”.

2. Addition of "Micro-distilleries," "Micro-cideries," and "Micro-wineries" to the Supplementary Standards for "Micro-breweries"

Staff is proposing to add "Micro-distilleries," "Micro-cideries," and "Micro-wineries" to the existing Supplementary Standards for "Micro-breweries" as defined in Section 16-4-15 of the Zoning Ordinance. Staff is also proposing to add additional standards taken from the supplementary standards for Small Scale Supplementary Standards which were originally modeled after the Microbrewery supplemental standards. Specifically, the addition of the square footage limitations for new and existing buildings (standards "e" and "f") were not included in the original supplemental standards for Micro-breweries. This would add additional restrictions on size of microbreweries that currently do not exist.

The proposed Supplementary Standards for Micro-breweries, Micro-distilleries, Micro-cideries, and Micro-wineries are as follows:

16-4-15 Microbreweries, Micro-distilleries, Micro-cideries and Micro-wineries.

- a) Shall include one or more accessory uses such as a tasting room, tap room, restaurant, retail, demonstration area, education and training facility or other uses incidental to the brewery, distillery, hard cidery, or winery and open and accessible to the public.
- b) Storage of materials used in the manufacturing, processing, and for distribution shall be located entirely within the building.
- c) Shall be designed such that all newly constructed loading and unloading facilities are internal to the site, in service alleys or at the back of the building.
- d) The sides and rear yard or setback requirement shall be increased to 25 feet for the C-2 Secondary Business, C-3 Highway Business, GHMU Greenville Highway Mixed Use and HMU Highway Mixed Use Zoning District Classifications.
- e) Shipping and receiving needs shall not exceed the equivalent of (1) FHW A Class 8 truck per week.
- f) Reuse of an existing building shall not exceed 20,000 square feet of building floor space.
- g) New construction shall not exceed 10,000 square feet of all building floor space.

3. Additional Zoning Districts permitting "Micro-breweries," "Micro-distilleries," "Micro-cideries," and "Micro-wineries" as a Permitted Use subject to Supplementary Standards

Currently, the zoning ordinance allows microbreweries as a use in the following zoning districts:

Permitted Use (Not subject to Supplementary Standards): PCD CZD, I-1, and PMD CZD zoning districts

Permitted Use (Subject to Supplementary Standards): C-1, C-2, C-3, CMU, GHMU and HMU

Staff is recommending extending the four uses (Micro-breweries, Micro-distilleries, Micro-cideries, and Micro-wineries) into two (2) additional zoning districts, Commercial Highway Mixed Use (CHMU) and Urban Village zoning districts.

The CHMU zoning district classification is intended to encourage a mix of high-density residential development in conjunction with appropriately-scaled and compatible commercial development, consisting of community and regional retail sales and services, professional offices, research facilities, restaurants, accommodation services and similar

uses.

Similarly, the Urban Village zoning district classification is intended to create mixed-use development that is economically vital, pedestrian-oriented and contributes to the place-making character of the built environment. Additionally, both of these mixed-use zoning district classifications have a focus on additional design standards that are present in the other mixed-use districts (CMU, GHMU and HMU), but are not in C-1, C-2, C-3, PCD CZD, I-1 and PMD.

COMPREHENSIVE PLAN CONSISTENCY ASSESSMENT AND STATEMENT:

The Comprehensive Plan does not have a dedicated chapter on economic development. As such staff looked to understand more broadly the intent of various future land use categories that would be impacted by the proposed Zoning Text Amendment. Future Land Uses that will be impacted by the proposed text amendment include Business Center, Regional Activity Center, Downtown Core, Downtown Support, Urban Institutional & High Intensity Neighborhood. While none of these Future Land Use designations discuss breweries, distilleries, cideries, and wineries explicitly, they all discuss the inclusion of retail, restaurant and office uses as primary and/or secondary uses. These type of land uses are most similar to micro-breweries, micro-distilleries, micro-cideries, and micro-wineries. The supplementary standards for Micro-breweries are intended to provide for a customer facing retail or showroom type space to align this new use with the existing character of these districts.

Chapter 8 establishes the Consistency of this approach under Strategy LU-1.1 which establishes the following; “Encourage infill development and redevelopment in areas planned for high intensity development, as indicated by the “Priority Infill Areas” on Map 8.3a. Further this Action LU-1.1.1 states that “Review zoning standards in High-Intensity Neighborhood, Neighborhood Activity Center, Regional Activity Center, Downtown Core, Downtown Support and Urban Institutional areas and revise as necessary to enable compatible infill projects.

Chapter 4 establishes a goal to “Promote downtown as Hendersonville’s central gathering place and a focal point for niche retailers and entertainment, cultural and civic uses.”

Chapter 7 establishes a strategy (TC-1.1) intended to reduce vehicle miles driven that “Encourage mixed-use, pedestrian friendly development that reduces the need to drive between land uses. As a job creator, businesses such as micro-distilleries, micro-cideries, and micro-wineries can contribute to viable employment within the mixed-use areas highlighted throughout the comprehensive plan.

CONSISTENCY STATEMENT:

The proposed zoning text amendment for “Addition and Definition of Micro-breweries, Micro-distilleries, Micro-cideries, and Micro-wineries with Supplementary Standards to C-1, C-2, C-3, CMU, GHMU and HMU” and the extension of the above-referenced uses to CHMU and Urban Village zoning districts as a Permitted Use subject to Supplementary Standards is consistent with Comprehensive Plan because it:

- 1) Encourages infill development and redevelopment in areas planned for high intensity development.
- 2) Contributes to downtown’s role as the focal point of niche retailers within the city.
- 3) Encourages mixed-use development that reduces the need to drive.
- 4) Contributes to viable employment within the mixed-use zoning districts.

REASONABLENESS STATEMENT:

The text amendment is reasonable and in the public’s interest because:

- 1) It will promote additional diversity of job opportunities within the City of Hendersonville.
- 2) It encourages reinvestment in existing infrastructure and commercial real estate within the City of Hendersonville, supporting a sustainable tax base.
- 3) It reflects adaptation by the City to changing market trends in retail and the craft beverage industry.

LEGISLATIVE COMMITTEE OF THE PLANNING BOARDSummary of Legislative Committee Action

The proposed text amendment was reviewed in a public meeting with the Legislative Committee of the Planning Board on December 21, 2021. The Committee consisted of two Planning Board members, Neil Brown and Bob Johnson, as well as Planning Division staff. The Committee and staff discussed the background of the proposal from the applicant and the feedback from the Downtown Advisory Board meeting on December 14, 2021. The Committee addressed the concerns from the Downtown Advisory Board expressed about too many establishments in downtown. The Committee felt as though market forces and cost of start-up would limit the widespread expansion of distilleries or cideries and thus prevent any perceived issues of having “too many” in one place. Discussion was had around the term “gallon” referring to “proof gallons” or final product gallons. That clarification was made to refer to final product gallons.

The Committee recommended adding “hard cidery” to the proposal. The Committee was favorable of the recommendation to include distilleries and cideries with the production limits and square footage limits as proposed as well as to expand the Permitted Use subject to Supplementary Standards to the CHMU and Urban Village zoning districts.

DOWNTOWN ADVISORY BOARD (1st Meeting)

Summary of Downtown Advisory Board Action

The proposed Text Amendment was reviewed by the Downtown Advisory Board on December 14, 2021. This meeting was held prior to the Legislative Committee meeting and therefore just discussed micro-distilleries and not the addition of micro-cideries and micro-wineries. The Board discussed the proposed text amendment and expressed concern about the number of micro-distilleries and micro-breweries concentrated in the downtown area. The Board also discussed the concern of the 25,000 barrel count in the definition and commented on the large amount of finished spirits that would yield as well as the size of an operation to produce that many barrels would be too large for downtown. The Board requested that this proposed amendment be placed on the January agenda for further discussion after it was reviewed by the Legislative Committee and Economic Vitality Team.

PLANNING BOARD

Summary of Planning Board Recommendations

Mr. Blatt asked if the Business Advisory Committee looked at this. Mr. Manley stated no, it was not on their agenda. Mr. Blatt felt like this Board would want to weigh in.

The Board discussed adding I-1 to the motion. Mr. Blatt asked if there were any commercial districts that did not allow microbreweries. Mr. Manley stated C-4 did not. He explained this is a neighborhood commercial district and was not added to it. They could add microbreweries to this district if they wanted to.

Planning Board Motion

Ms. Peacock moved the Planning Board recommend City Council approve an ordinance revising the definition, use and supplementary standards of Microbreweries to include Micro-distilleries, Micro-cideries, and Micro-wineries in the C-1, C-2, C-3, CMU, GHMU, HMU, I-1, PCD and PMD zoning and extending this amended use to the CHMU and Urban Village zoning districts as a Permitted Use subject to the Supplementary Standards. Finding that the text amendment is consistent with the Goals, Strategies and Actions for LU-1, LU-10, CR-4, and TC-1 of the City's Comprehensive Plan and that the text amendment is reasonable and in the public's interest to approve the application for the following reasons: 1) It encourages infill development and redevelopment in areas planned for high intensity development. (Goal LU-1) 2) It contributes to downtown's role as the focal point of niche retailers within the city. (Goal CR-4) 3) It encourages mixed-use development that reduces the need to drive. (Goal TC-1) 4) It will promote additional diversity of job opportunities within the City of Hendersonville. 5) It encourages reinvestment in existing infrastructure and commercial real estate within the City of Hendersonville. 6) It reflects adaptation by the City to changing market trends in retail and the craft beverage industry.

Mr. Jones seconded the motion which passed unanimously.

DOWNTOWN ECONOMIC VITALITY BOARD

Summary of Economic Vitality Board Recommendations

The proposed Text Amendment was reviewed by the Downtown Economic Vitality Board during their meeting on January 4, 2022. The Board discussed the

DOWNTOWN ADVISORY BOARD (2nd Meeting)

Summary of Downtown Advisory Board Recommendations

The proposed Text Amendment was reviewed by the Downtown Advisory Board on January 11, 2022. The Board reviewed the updated staff report since the December 14, 2021 meeting. The Board unanimously voted to support the recommendation from the Planning Board.

RESERVED

SUGGESTED MOTION

See Cover Sheet for Suggested Motion including Consistency Statement and Reasonableness Statements.

ATTACHMENTS:

- Planning Board Regular Meeting Minutes
- Draft Ordinance
- Application

**Minutes of the Planning Board
Regular Meeting - Electronic
January 10, 2022**

Members Present: Jim Robertson, Chair, Neil Brown, Tamara Peacock, Barbara Cromar, Hunter Jones, Jon Blatt (Vice-Chair), Stuart Glassman, Frederick Nace, Peter Hanley

Members Absent:

Staff Present: Matthew Manley, Planning Manager, Tyler Morrow, Planner II, Lew Holloway, Community Development Director, Alexandra Hunt, Planner I and Terri Swann, Administrative Assistant III

I Call to Order. *The Chair called the meeting to order at 4:00 pm. A quorum was established.*

II Approval of Agenda. Chair added the Election of Chair and Vice-Chair under New Business to the agenda. He also stated that the Washburn project was not on the agenda for tonight. *Mr. Brown moved for the amended agenda to be approved. The motion was seconded by Mr. Hanley and passed unanimously.*

III Approval of Minutes for the meeting of December 13, 2021. *Mr. Brown moved to approve the Planning Board minutes of the meeting of December 13, 2021. The motion was seconded by Ms. Cromar and passed unanimously.*

IV Old Business - None

V New Business

Election of Chair and Vice-Chair. *Mr. Brown made a motion to nominate Jim Robertson as Chair and Jon Blatt as Vice-Chair. The motion was seconded by Mr. Hanley and passed unanimously.*

V(B) Zoning Text Amendment – Addition and Definition of Micro-distilleries, Micro-Cideries, and Micro-wineries with Supplementary Standards and Additional Uses to Zoning Districts (P21-83-ZTA). Ms. Hunt gave the following background:

The Planning Staff is in receipt of a Zoning Text Amendment application from M&T Distillery, LLC. The applicant is requesting that “micro-distilleries” be added as a use in zoning districts that currently allow microbreweries as either a permitted use or permitted use subject to Supplementary Standards under Article XVI of the Zoning Ordinance.

Staff has three proposed recommendations:

- 1) The addition of “Micro-distilleries, “Micro-cideries” and “Micro-wineries” be added to the Use, Definition and Supplementary Standards for “Microbreweries”
- 2) The addition of standards to the existing Supplementary Standards for “Microbreweries”
- 3) The addition of two zoning districts, CMHU and Urban Village to zoning districts that allow “Microbreweries” as a Permitted Use subject to Supplementary Standards.

Zoning districts were shown which had microbreweries as a permitted use. PCD CZD, I-1 and PMD CZD are a permitted use without Supplementary Standards. C-1, C-2, C-3, CMU, GHMU and HMU are all permitted use subject to Supplementary Standards.

The Zoning Ordinance **does not** have a definition for: "Micro-distilleries, Micro-cideries, and Micro-wineries" but it **does** have a definition for "Microbreweries". **Microbreweries:** "An establishment that engages in the production of malt beverages as defined in North Carolina General Statute 18B-101. Annual production shall be less than 25,000 barrels."

The Zoning Ordinance **does** have definitions for "Distilleries, Cideries, and Wineries": **Distilleries:** "An establishment that engages in the production of spirituous liquors or liquors as defined in North Carolina General Statute 18B-101." **Cideries:** "An establishment that engages in the production of hard ciders classified as unfortified wine as defined in North Carolina General Statute 18B-101." **Wineries:** "An establishment that engages in the production of unfortified wines as defined in North Carolina General Statute 18B-101."

Staff did research on the appropriate definitions. **Brewer's Association Definitions:** *Microbrewery:* a brewery that produces less than 15,000 barrels of beer per year and sell 75% or more of its beer off-site. Other subgroups: brewpub, taproom brewery, and regional brewery.

Most breweries produce > 50,000 barrels per year (avoid third-party distributors). **Example:** Sierra Nevada. Regional Brewery - Produces more than 15,000 barrels per year but less than the max 6 million barrels annually.

North Carolina recognizes only one Distillery type – American Craft Spirits Association (ACSA)

Definition: *Craft Spirits:* Spirits produced in the U.S. by licensed producers that have not more than 750,000 proof gallons (per 394,317 9L cases) annually. *Proof:* a method of measuring the alcohol content of spirits (Percent of Alcohol x Volume x 2) **Example:** Two Trees Distillery - Produces approximately 20 barrels (using the traditional 53-gallon whiskey barrel) of aged product per day with a 1,000-gallon system. This comes out to approximately 386,900 gallons annually.

The proposed definition is as follows: **Section 12- 2 Definition of Commonly Used Terms and Words.** **Microbreweries, Micro-distilleries, Micro-cideries, Micro-wineries:** An establishment that engages in the production of malt beverages or spirituous liquors or hard cider or wine as defined in North Carolina General Statute 18B-101. Annual production shall be less than 25,000 barrels 775,000 gallons per calendar year of final product."

The proposed Supplementary Standards are as follows:

16-4-15 Microbreweries, Micro-distilleries, Micro-cideries and Micro-wineries.

- a) Shall include one or more accessory uses such as a tasting room, tap room, restaurant, retail, demonstration area, education and training facility or other uses incidental to the brewery, distillery, hard cidery, or winery and open and accessible to the public.
- b) Storage of materials used in the manufacturing, processing, and for distribution shall be located entirely within the building.
- c) Shall be designed such that all newly constructed loading and unloading facilities are internal to the site, in service alleys or at the back of the building.
- d) The sides and rear yard or setback requirement shall be increased to 25 feet for the C-2 Secondary Business, C-3 Highway Business, GHMU Greenville Highway Mixed Use and HMU Highway Mixed Use Zoning District Classifications.
- e) Shipping and receiving needs shall not exceed the equivalent of (1) FHW A Class 8 truck per week.
- f) Reuse of an existing building shall not exceed 20,000 square feet of building floor space.

g) New construction shall not exceed 10,000 square feet of all building floor space.

Currently, the zoning ordinance allows “Microbreweries” as a use in the following zoning districts:

Permitted Use (Not subject to Supplementary Standards):

PCD CZD, I-1, and PMD CZD zoning districts

Permitted Use (Subject to Supplementary Standards):

C-1, C-2, C-3, CMU, GHMU and HMU

Staff recommends extending the four “micro” uses into two additional zoning districts:

Commercial Highway Mixed Use (CHMU)

Urban Village

The Comprehensive Plan does not have a dedicated chapter on economic development. Staff looked at Chapter 8 Land Use and Development. Chapter 4 establishes a goal to “Promote downtown as Hendersonville’s central gathering place and a focal point for niche retailers and entertainment, cultural and civic uses.”

Chapter 7 establishes a strategy (TC-1.1) intended to reduce vehicle miles driven that “Encourage mixed-use, pedestrian friendly development that reduces the need to drive between land uses. As a job creator, businesses such as micro-distilleries, micro-cideries, and micro-wineries can contribute to viable employment within the mixed-use areas highlighted throughout the comprehensive plan.

The Downtown Advisory Board met on December 14th, 2021. There was a conversation among the Downtown Advisory Board that included questions regarding the capacity limitations in place if there are no state standards like there are for microbreweries. Several Board members asked if allowing distilleries was too much if we already have several microbreweries. They asked if there could be a limit in place for how many distilleries or microbreweries there should be downtown. They recommended review by the downtown Economic Vitality team (subcommittee) and the addition of “micro-wineries”.

The Planning Board Legislative Committee met on December 21, 2021. The Committee addressed the concerns from the Downtown Advisory Board expressed about too many establishments in downtown. The Committee felt as though market forces and cost of start-up would limit the widespread expansion of distilleries or cideries and thus prevent any perceived issues of having “too many” in one place. Discussion was had around the term “gallon” referring to “proof gallons” or final product gallons. That clarification was made to refer to final product gallons.

The Committee recommended adding “hard cidery” to the proposal. The Committee was favorable of the recommendation to include distilleries and cideries with the production limits and square footage limits as proposed as well as to expand the Permitted Use subject to Supplementary Standards to the CHMU and Urban Village zoning districts.

The Economic Vitality Subcommittee met on January 4, 2022. The Subcommittee discussed the updated memo and staff report since the first discussing the proposed amendment at the Downtown Advisory Board meeting. The Subcommittee felt that their concerns about too many establishments in the downtown area were addressed by the proposed addition of Supplementary Standards. The Subcommittee was favorable of the proposed definition and Supplementary Standards.

Ms. Hunt asked if there were any questions, and that the applicant is in attendance.

Mr. Blatt asked if the Business Advisory Committee looked at this. Mr. Manley stated no, it was not on their agenda. Mr. Blatt felt like this Board would want to weigh in.

Bill McConnell stated he had been doing this for 13 years. He wants to bring the heritage of moonshine locally. As of now, people have to travel to Tennessee and a lot business is being lost in the area. They do

not plan to ship out like Two Trees Distillery in Fletcher. They are a small family business. Most of their business will come from foot traffic. He discussed the state tax rate and stated they wanted to do something small to help out the community.

Joe Taylor, 395 Old Sunset Hill Road stated he made this application because the only zoning districts that permitted distilleries is I-1, Industrial and he just could not find anywhere to rent or anywhere close to town in this zoning district. This is the reason for the text amendment.

Chair opened the public comment. No one spoke in attendance or via Zoom.

Chair closed the public comment.

Mr. Manley stated this is being proposed together with microbreweries instead of being separate uses. This will include the other micros in one definition.

Mr. Brown stated staff did a great job on their research.

The Board discussed adding I-1 to the motion. Mr. Blatt asked if there were any commercial districts that did not allow microbreweries. Mr. Manley stated C-4 did not. He explained this is a neighborhood commercial district and was not added to it. They could add microbreweries to this district if they wanted to.

Ms. Peacock moved the Planning Board recommend City Council approve an ordinance revising the definition, use and supplementary standards of Microbreweries to include Micro-distilleries, Micro-cideries, and Micro-wineries in the C-1, C-2, C-3, CMU, GHMU, HMU, I-1, PCD and PMD zoning and extending this amended use to the CHMU and Urban Village zoning districts as a Permitted Use subject to the Supplementary Standards. Finding that the text amendment is consistent with the Goals, Strategies and Actions for LU-1, LU-10, CR-4, and TC-1 of the City's Comprehensive Plan and that the text amendment is reasonable and in the public's interest to approve the application for the following reasons: 1) It encourages infill development and redevelopment in areas planned for high intensity development. (Goal LU-1) 2) It contributes to downtown's role as the focal point of niche retailers within the city. (Goal CR-4) 3) It encourages mixed-use development that reduces the need to drive. (Goal TC-1) 4) It will promote additional diversity of job opportunities within the City of Hendersonville. 5) It encourages reinvestment in existing infrastructure and commercial real estate within the City of Hendersonville. 6) It reflects adaptation by the City to changing market trends in retail and the craft beverage industry. Mr. Jones seconded the motion which passed unanimously.

Mr. Blatt stated he would like to see this go to the Business Advisory Committee prior to City Council

VI Other Business. The Comprehensive Plan 2022 update was not discussed.

VII Adjournment – *The meeting was adjourned at 6:45 pm.*

Jim Robertson, Chair



CITY OF HENDERSONVILLE
DEVELOPMENT ASSISTANCE DEPARTMENT

100 N. King St. ~ Hendersonville, NC ~ 28792

Phone (828) 697-3010 ~ Fax (828) 697-6185

www.cityofhendersonville.org

ZONING ORDINANCE TEXT AMENDMENT
Sections 4-1 and 11-1 of the City Zoning Ordinance

The following are required to constitute a complete application for a zoning text amendment:

~ This form.

~ Appropriate fee.

Applications for zoning text amendments are due at least 30 days prior to any Planning Board Meeting.

Date

12/10/2021

Section of Ordinance proposed to be changed

Sections 5 & 16

Proposed change

To permit distilleries in additional zoning districts.

Reason for change

Distilleries are currently only allowed in I1 zones.

Applicant Name

M+T Distilling, LLC Bill McConnell & Joe Taylor

Address

P.O. Box 604 Hendersonville, NC 28793

Phone

828-551-1334

Fax

E-mail

ailech2002@yahoo.com

Signature

Joseph D. Taylor

Official Use:

DATE RECEIVED: 12/10/21

BY

[Signature]

FEE RECEIVED \$ 175.00

Section 11-4 Standards The advisability of amending the text of this Zoning Ordinance or the Official Zoning Map is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. Whether to adopt or disapprove the proposed amendment to the text of this Ordinance or the Official Zoning Map, the City Council shall consider the following factors among others:

Section 7, Item A.

a) **Comprehensive Plan Consistency.** Consistency with the Comprehensive Plan and amendments thereto.

Encourages infill development in areas planned for high intensity development.

b) **Compatibility with surrounding uses.** Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property.

Similar in compatibility to micro-breweries.

c) **Changed conditions.** Whether and the extent to which there are changed conditions, trends or facts that require an amendment.

Regional & national trends for the creation of small batch distilleries.

d) **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.

It reflects adaptation by the city to changing market trends.

e) **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.

We expect no issues with capacity of public facilities.

f) **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, stormwater management, streams, vegetation, wetlands and wildlife.

We intend to occupy an existing building.



StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette

Order Confirmation

Not an Invoice

Section 7, Item A.

Account Number:	488558
Customer Name:	City Of Hendersonville
Customer Address:	City Of Hendersonville 160 6Th AVE E City Clerk Hendersonville NC 28792-3775
Contact Name:	Angela Reece
Contact Phone:	828-697-3005
Contact Email:	areece@hvlnc.gov
PO Number:	

Date:	01/14/2022
Order Number:	6791492
Prepayment Amount:	\$ 0.00

Column Count:	1
Line Count:	110.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
HEN Times-News	2	01/23/2022 - 01/30/2022	Govt Public Notices
HEN blueridgenow.com	2	01/23/2022 - 01/30/2022	Govt Public Notices

Total Order Confirmation	\$31.40
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Section 7, Item A.

NOTICE that the City of Hendersonville City Council will hold one public hearing on Thursday, February 10, 2022, at 5:45 p.m., or as soon thereafter as possible in the City Operations Assembly Room located at 305 Williams Street, Hendersonville NC to consider the following:

I. Zoning Text Amendment – Micro-Distillery (P21-83-ZTA) - The Planning Staff is in receipt of a Zoning Text Amendment (ZTA) application. The applicant is requesting that Distilleries or "micro-distilleries" be added as an allowed use in zoning districts that currently allow "microbreweries" as either a permitted use or special use subject to the Supplementary Standards in Section 16 of the Zoning Ordinance. Staff is recommending that "micro-distilleries", "micro wineries", and "micro hard cideries" be added to both the definition and supplementary standards for microbreweries. Microbreweries are a permitted use in PCD CZD, I-1, and PMD CZD zoning districts and a special use in C-1, C-2, CMU, GHMU and HMU. Staff is also recommending allowing microbreweries, micro-distilleries, micro wineries and micro hard cideries as a special use in the CHMU and Urban Village zoning districts. Digital/written public hearing comments will be accepted until twenty-four hours prior to the scheduled public hearing. Public hearing comments will be accepted during the meeting from those attending in person and also from those participating live via ZOOM at the designated time at this meeting. For security reasons screen sharing will not be allowed. Anyone wishing to submit written/digital public comment for this public hearing prior to the meeting may visit <https://www.hendersonvillenc.gov/comment> to submit their comment. It is not necessary to submit digital comments if you are planning to address City Council during the meeting. Digital/written public hearing comments must be received twenty-four hours prior to the meeting (by 5:45 p.m. on Wednesday February 9th) to be considered by the City Council and must comply with security criteria in the Council's Public Comment Policy, available on the City's website by visiting <https://www.hendersonvillenc.gov/public-comment>.

The meeting instructions to join by Zoom will be available on the City's website by visiting <https://www.hendersonvillenc.gov/events-calendar> and as follows:

Zoom information for the meeting is:

<https://zoom.us/j/95746846396?pwd=YmlXdXdHcjRFVIM2VElqcEVwT1ZLZz09#success>

Dial-in by phone: (646) 558-8656

Meeting ID: 822 0104 2528

Passcode: 1847. The City of Hendersonville is committed to

providing accessible facilities, programs, and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact the City Clerk no later than 24 hours in advance of the meeting. Contact information for the City Clerk, Angela Reece, is: 160 6th Avenue East, Hendersonville, NC 28792; areece@hvlnc.gov; (828) 697-3000.

6791492 12/23 12/3

PUBLIC HEARING NOTICE

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Run two times: Sunday, January 23, 2022
Sunday, January 30, 2022



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet / Matt Manley **MEETING DATE:** 2/10/2022

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Community Development

TITLE OF ITEM: Presentation of Letter Regarding Boyd Park from Historic Preservation Commission - *Historic Preservation Chair or Vice Chair*

SUGGESTED MOTION(S):

TBD

SUMMARY:

Lynne Williams and Larry Phillips approached the Historic Preservation Commission regarding designating Boyd Park as a local historic landmark. The Historic Preservation Commission has drafted a letter to the City Council regarding this matter.

BUDGET IMPACT: \$ NA

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

Letter from Historic Preservation Commission

CITY COUNCIL:
BARBARA G. VOLK
Mayor
LYNDSEY SIMPSON
Mayor Pro Tem
DR. JENNIFER HENSLEY
DEBBIE O'NEAL-ROUNDTREE
JERRY A. SMITH, JR.

CITY OF HENDERSONVILLE

The City of Four Seasons

HISTORIC PRESERVATION COMMISSION

Section 9, Item A.

JOHN F. CONNET
City Manager
ANGELA S. BEEKER
City Attorney
ANGELA REECE
City Clerk

January 27, 2022

Hendersonville City Council
City Hall 160 6th Ave. E.
Hendersonville, NC 28792-4328

RE: Future Development and Preservation of Boyd Park

Dear Madam Mayor and City Council Members:

First and foremost, on behalf of the Hendersonville Historic Preservation Commission ("HPC") please allow me to begin with a sincere expression of gratitude to each of you for your previous and continued consideration and recognition of Boyd Park as an historically significant resource within the City of Hendersonville. We appreciate that our Mayor and City Council Members (collectively the "City Council") have already invested a significant amount of time in researching, analyzing, and developing plans for the Boyd Park site that will respect, preserve, and honor the site's unique history and cultural heritage while simultaneously allowing for the very important and necessary development and construction of a new fire station benefiting the City of Hendersonville. This is no easy feat, and we wish to acknowledge and commend your efforts to date.

The HPC believes that the development process is now at a point where further discussions between the HPC and City Council would be mutually beneficial in establishing a final site plan that would identify and reflect the unique historical aspects of Boyd Park while allowing this history to be preserved, documented, and shared with current and future generations while also accommodating the City's plan for new development. In short, creating a plan which honors a resource which has played an important role in the heritage and story of the City's past while looking to its future.

The HPC has the honor and privilege of serving as "the City Council's official historic advisory body to identify, preserve, protect and educate the public about Hendersonville's historic resources" and the object of the HPC "shall be to preserve the historical, prehistorical, architectural, archaeological and cultural heritage of the City of Hendersonville" (Article II of the City of Hendersonville Historic Preservation Commission Rules of Procedure ("Rules of Procedure") adopted pursuant to Hendersonville City Code 28-41(d)). It is with this charge in mind that the HPC submits this letter to the City Council as its formal request for additional information on the plans for development of a new fire station projected to be located at Boyd Park and specifically requests further guidance and discussion as to the potential impact of the development plans upon the historical, architectural, and cultural heritage of this historic site.

CITY COUNCIL:
BARBARA G. VOLK
Mayor
LYNDESEY SIMPSON
Mayor Pro Tem
DR. JENNIFER HENSLEY
DEBBIE O'NEAL-ROUNDTREE
JERRY A. SMITH, JR.

CITY OF HENDERSONVILLE

The City of Four Seasons

HISTORIC PRESERVATION COMMISSION

Section 9, Item A.

JOHN F. CONNET
City Manager
ANGELA S. BEEKER
City Attorney
ANGELA REECE
City Clerk

We do believe that previous meetings and discussions of both the City Council and HPC show that Boyd Park is an important City historical asset within the purview of consideration of HPC and of mutual interest to both groups and our local community. As such, it is pursuant to the HPC Powers within Chapter 28 of the Hendersonville City Code that the HPC seeks to initiate a formal communication with City Council as to the development plans of Boyd Park by "request[ing] assistance, aid, guidance, or advice concerning matters under its purview or of mutual interest." (Rules of Procedure, Article III, item 3).

Additionally, the ongoing discussions, public conversations, and actions of the City Council make it clear to the HPC that the City Council is actively recognizing and considering the impact of the development plans upon Boyd Park and the protection and preservation of its historical value and attributes. It is our hope that the City Council and HPC can enter into an active dialogue that will facilitate the sharing of pertinent information related to the future of Boyd Park with a shared goal of reaching an agreement that will allow the City Council to move forward with its official objectives, duties, and responsibilities to the community while working with the HPC to ensure the final plan for development will adequately acknowledge, honor and preserve the historical significance of Boyd Park.

We sincerely appreciate the City Council's time and consideration and look forward to receiving your response.

Respectfully Submitted,



Hendersonville Historic Preservation Commission

By: Cheryl M. Jones, Chair



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr

MEETING DATE: 02/10/2022

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: Administration

TITLE OF ITEM: Fire Station Project Update – *Adam Murr, Budget Manager*

SUGGESTED MOTION(S):

N/A – Presentation Only.

SUMMARY:

Staff would like to provide an update on the Fire Station 1 project with an updated budget. We have completed the design development phase of the project. The completion of the design development phase means the project team has finalized schematics and completed a full interior and exterior design for the facility.

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded.

No amendment needed for the project at this time.

ATTACHMENTS:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet

MEETING DATE: 2/10/2020

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: Administration

TITLE OF ITEM: Acceptance of Duke Energy Electric Vehicle Charging Station – *John Connet, City Manager and Tom Wooten, Public Works Director*

SUGGESTED MOTION(S):

I move that the City Council adopt the resolution authorizing the City Manager to execute the grant agreement with Duke Energy for the placement of an electric vehicle charging station at Patton Park.

SUMMARY:

We have received a grant from Duke Energy to install an electric vehicle charging station at Patton Park. Duke Energy will own the charging station and require vehicle owners to pay for the electricity. Therefore, we wanted the City Council to approve the placement of this charging station at Patton Park.

BUDGET IMPACT: \$ None

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

Grant Agreement



ELECTRIC VEHICLE CHARGING INFRASTRUCTURE SITE HOST AGREEMENT DUKE ENERGY CAROLINAS PARK & PLUG PROGRAM

Section 9, Item C.

THIS ELECTRIC VEHICLE CHARGING INFRASTRUCTURE SITE HOST AGREEMENT (the "**Agreement**") is entered into as of this ____ day of _____, 2021 ("Effective Date"), between DUKE ENERGY CAROLINAS, LLC ("**Duke Energy**") and _____ ("**Host**"). Duke Energy and Host may be referred to individually as a "Party" and collectively as the "**Parties**".

RECITALS

WHEREAS, Duke Energy has created the Park & Plug program (the "**Program**"), pursuant to which Duke Energy will install, own, operate, maintain and support electric vehicle supply equipment ("**EVSE**") within the Duke Energy Carolinas service area and will record system data to evaluate charging behavior and provide Program evaluations to the North Carolina Utilities Commission ("**NCUC**") on an annual basis;

WHEREAS, Host is the owner or operator of that certain property which has an address of _____
(the "**Property**");

WHEREAS, Host desires to become a participant in the Program and have Duke Energy install EVSE and associated wires, cables and equipment (collectively, the "**Equipment**") at the Property; and

WHEREAS, Duke Energy is willing to enroll Host in the Program and to install the Equipment at the Property in accordance with the terms of this Agreement and the Program; and

WHEREAS, Duke Energy has selected a company to provide network access for the Program (the "**Network Provider**");

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. DUKE ENERGY'S OBLIGATIONS.

a. Duke Energy and/or its contractors shall design and construct the Equipment in compliance with the Program terms, as well as all applicable local, state and federal laws and regulatory requirements. Duke Energy and/or its contractors will coordinate location, placement, and connection of the Equipment with Host. Should the proposed installation schedule require modification, Duke Energy shall notify the Host within a reasonable amount of time of such changes. At the option of Duke Energy, all Equipment shall be Duke Energy branded.

b. Duke Energy shall install a new meter and panel at the Property, which shall represent a separate account in Duke Energy's name.

c.

Duke Energy, via the Network Provider, shall collect a user fee ("User Fee") for electricity dispensed from the Equipment in connection with EV drivers use of the Equipment.. The User Fee is the rate specified in the approved tariff(s) filed with NCUC in connection with the Program.

d. Maintenance; Expenses: During the Term (as defined in Section 3 below) of this Agreement, subject to Section 2(c) below, Duke Energy and/or its contractors shall maintain and repair the Equipment at Duke Energy's expense. Duke Energy shall repair the Equipment promptly following notification from Host. Duke Energy shall have the right to repair, modify or replace the Equipment at any time during the Term of this Agreement. Duke Energy shall schedule access for installation, maintenance and repairs during a mutually agreeable time, except in emergency situations. During the Term, Duke Energy shall be responsible for all installation, maintenance and repair, and operational costs associated with the Equipment and shall pay all network access fees required for the Program to the Network Provider.

2. HOST'S OBLIGATIONS.

a. Host shall provide Duke Energy, its representatives, Network Provider, contractors, and designees access to the Program site for purposes of design and installation of the Equipment.

b. Host agrees to grant Duke Energy permission as needed for Duke Energy to install the Equipment and implement the Program at the Property.

c. Host shall grant to Duke Energy and/or its contractors such access to the Property as may be deemed necessary or desirable by Duke Energy for the assessment, installation, and the maintenance, repair and/or replacement of all or any portion(s) of the Equipment throughout the Term of this Agreement. In the event the Equipment fails to operate or otherwise requires repairs, Host shall notify Duke Energy promptly. Host shall not damage, disable, modify or tamper with the Equipment in any way except to the extent required by an emergency situation. If Host violates the preceding sentence, Duke Energy shall repair or replace the Equipment at Host's expense.

d. Host may request additional Equipment upgrades or configuration alternatives as set forth in Exhibit A beyond those chosen by Duke Energy ("Upgrade(s)"). Host shall be responsible for any additional fees in connection with the Upgrade(s), and shall render payment prior to installation of Equipment.

e. Host acknowledges that Duke Energy and/or its contractors will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. Duke Energy shall own all rights to such data and information. Host acknowledges that such data and

information will be used and disclosed by Duke Energy and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. Duke Energy will make available to the Host relevant station utilization data to assist with decisions to invest in additional charging stations by the Host.

g. Host shall provide accessible charging point and nondiscriminatory access to the EVSE in accordance with Host's selected Site Host Segment Type and Accessibility as set forth in Exhibit A. For multi-family dwellings, Host shall provide equal access for all tenants, respectively. For public installations, this means a site is available to any electric vehicle driver regardless of affiliation (i.e. a business cannot designate a public charger for their customers only).

h. Host shall be permitted to promote and advertise the Program; provided, however, Duke Energy reserves the right to review and approve any and all advertising, marketing, or promotional copy or materials developed or used by the Host which references the Host's participation in the Program. Duke Energy may require the Host to submit such copy and materials for pre-approval. Approval shall be granted, unless Duke Energy in its sole discretion, reasonably determines that the copy or materials are misleading, in error, or fail to meet the requirements of the Program terms and conditions, or is not in Duke Energy's best interest. In the event that Duke Energy does not approve, Host agrees to remove from circulation or otherwise discontinue the use of any such materials.

i. Host shall use commercially reasonable efforts to maintain the Equipment in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the common areas at the Host Property. Host shall take reasonable measures to discourage and prevent anyone other than an EV driver or to whom a particular EVSE has been dedicated from parking in such space, including, without limitation, towing.

3. **TERM AND TERMINATION.**

a. This Agreement shall be effective as of the date of execution by both Parties. The term shall commence on the Effective Date and shall continue until December 31st 2026 (the "**Term**"), unless sooner terminated or extended as provided herein. Duke Energy shall have the option, with Host's consent, to extend the Term of this Agreement for one year by giving Host written notice of such extension at least thirty (30) days prior to the end of the Term. Upon expiration of the original or extended Term, Duke Energy shall (i) transfer title to the Equipment to Host as set forth in Section 5 below, or (ii) remove the Equipment at Duke Energy's expense. Notwithstanding foregoing, Host acknowledges and agree, that if mandated by the NCUC, modifications to the Term may be required.

b. Notwithstanding anything herein to the contrary, Duke Energy shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to Host, which shall be effective as of the effective date of termination set

forth in such notice. In addition, in the event Duke Energy determines that the Property is not technically compatible for the purposes hereunder, Duke Energy shall have the right to terminate this Agreement immediately upon written notice to Host. Unless otherwise agreed to by the Parties, Duke Energy shall remove the Equipment following any such termination.

4. **ELECTRIC SERVICE COST/INTERRUPTION OF SERVICE.** Duke Energy shall be responsible for the installation of a system by which to charge for all electrical consumption costs derived from the utilization of EVSE for charging electric vehicles. During the Term, Duke Energy will be responsible for the electrical consumption costs. The Parties acknowledge and agree that, pursuant to the tariff on file with the North Carolina Utilities Commission, Duke Energy does not guarantee continuity of service to the EVSE and is not responsible or liable for interruption, failure, or defect in the supply or character of electricity furnished to facilities or Equipment.

5. **TITLE TO EQUIPMENT.** At all times during the Term of this Agreement, title to the Equipment shall remain with Duke Energy and is not to be considered fixtures or in any way the property of Host. Upon the expiration of this Agreement, including any extensions thereof, and at Duke Energy option and Host's consent, Duke Energy may transfer title to the Equipment to Host for the current book value of the Equipment determined on the date of Host's notice of consent to transfer title, with no warranties, and Host shall remit such payment within thirty days of the parties' agreement to transfer title. Title to the Equipment shall transfer upon payment. Upon transfer of title to the Equipment to Host, (i) Host releases Duke Energy from any liabilities, including, but not limited to, any claim or action for bodily injury or property damage resulting from or related to the Equipment or the use of the Equipment whether arising prior to or after such transfer, and (ii) Host will be responsible for electrical consumption costs, network access fees, maintenance costs, and any repair costs thereafter.

6. **GOVERNMENTAL APPROVALS.** It is understood and agreed that Duke Energy's ability to install the Equipment is contingent upon its obtaining, after the execution date of this Agreement, all of the applicable permits and other approvals that may be required by any federal, state or local authorities (collectively the "**Governmental Approvals**"). Host shall cooperate with Duke Energy in its effort to obtain such Governmental Approvals. In the event that any of such applications for such Governmental Approvals should be finally rejected or Duke Energy determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to Duke Energy is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, Duke Energy shall have the right to terminate this Agreement immediately upon written notice to Host.

7. **ACCESSIBILITY REQUIREMENTS.** Host understands and accepts that electric vehicle charging facilities that are publicly accessible shall comply with the Americans with Disabilities Act (ADA) and any applicable North Carolina building standards. Host understands and accepts that such standards may impact parking layouts and potentially change the number of non-accessible parking spaces available. Host understands and accepts that changes to initial design

representations may occur during the design, construction and operational phases of the Program facility as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

8. **DUTY TO NOTIFY.** Host shall have the duty to notify Duke Energy promptly regarding any unsafe, inoperable or damaged equipment that applicant becomes aware of. In addition, Host shall promptly report all claims and/or incidents to Duke Energy or its designated representative(s), and promptly thereafter confirm in writing, the occurrence of any injury, loss, or damage incurred.

9. **COMPENSATION.** Under no conditions shall Host or EV drivers receive compensation of any kind, either by cash, in-kind services, or otherwise, for any duties or requirements provided for in these terms and conditions or for participation in any way as part of the Program, including but not limited to: use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation in the Program.

10. **CHANGES.** Duke Energy may initiate changes to the Program as circumstances dictate.

11. **AUTHORITY.** Host represents and warrants that it is the owner or authorized manager of the proposed Property and has the authority and capacity to bind itself to undertake the Program terms and conditions; and to perform each and every obligation required of Host under the Program.

12. **DAMAGE TO PROPERTY.** Duke Energy shall be responsible for repairing any damage to the Property directly caused by the installation, maintenance and/or repair of the Equipment.

13. **INDEMNIFICATION.** Each Party shall indemnify and hold the other harmless against any claim of liability or loss from bodily injury or property damage resulting from or arising out of the negligence of such Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, its servants or agents.

14. **SALE OF PROPERTY.** Host shall notify Duke Energy at least thirty (30) days prior to any sale of the Property. Within thirty (30) days following receipt of such notice, Duke Energy, in its sole discretion, may elect to permit the Host to transfer this agreement and all obligations of the Host to the new owner or to remove the Equipment at Host's cost. If Duke Energy elects to remove the Equipment, this Agreement shall be deemed to be automatically terminated without any further action required by either party as of the earlier of (a) the date the sale of the Property is consummated and (b) the date the Equipment is removed.

15. **TAXES/TAX CREDITS.** To the extent the installation of the Equipment generates any tax credits, such credits shall be the sole property of and shall inure to the benefit of Duke Energy for the period for which it owns the Equipment provided under this Agreement.

16. **LIMITATION OF LIABILITY.** In no event shall either Party be liable for consequential, special, incidental,

exemplary, punitive, or any indirect damages of any nature arising at any time, from any cause whatsoever.

17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without reference to its conflict of laws principles.

18. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Duke Energy and Host with respect to the subject matter hereof and supersedes all prior negotiations, binding documents, representations and agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may be amended or modified only by a written instrument duly executed by each of the Parties.

19. **SUCCESSORS AND ASSIGNS.** Host may not assign, convey or transfer all or any part of this Agreement without Duke Energy's prior written consent. This Agreement shall be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns. Duke Energy may assign this Agreement or any benefit, interest, right or cause of action arising under the Agreement to any person without restriction.

20. **NO WAIVER.** No course of dealing or failure of Duke Energy or Host to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of that term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

21. **SURVIVAL.** All sections of this Agreement providing for indemnification or limitation of or protection against liability of either Party shall survive the termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

22. **SEVERABILITY.** If any provision of this Agreement or the application of this Agreement to any person or circumstance shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of that provision to persons or circumstances other than those as to which it is specifically held invalid or unenforceable shall not be affected, and every remaining provision of this Agreement shall be valid and binding to the fullest extent permitted by laws.

23. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by U.S. mail, commercial courier, personal delivery, fax or email, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Host: _____
Attn: _____
Phone: _____

Duke Energy: Duke Energy
Customer Prototype Lab
Attn: Park & Plug NC
Mail Code 26A
400 South Tryon, Charlotte, NC 28202

Notice shall be effective upon receipt or such later date specified in the notice.

24. **COUNTERPARTS**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.

25. **NO JOINT VENTURE**. The Parties intend by this Agreement to establish the basis upon which they will cooperate together, but on an independent basis. This Agreement does not constitute or create a joint venture, partnership, or any other similar arrangement between the Parties. Each of the Parties is independent and none of them are an agent of, nor has the authority to bind the other for any purpose. No Party shall bind any other, or represent that it has the authority to do so.

26. **PHOTOS/VIDEO OF EQUIPMENT**. Host agrees, upon reasonable notice to allow Duke Energy to enter the Property to take photographs or video of the Equipment. Duke Energy shall own all copyright and other intellectual property rights of such photographs or videos. To the extent the Property appears in any such photographs or videos, Host consents to Duke Energy's use and disclosure of such photographs or videos of the Property.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

DUKE ENERGY CAROLINAS, LLC

By: _____

Print Name: _____

Title: _____

HOST:

By: _____

Print Name: _____

Title: _____

Exhibit A

Site Host Segment Type and Availability Requirements

Site Host Segment Type and Availability: (Check which applies)

☐ **Multi-Family Dwelling** (Level Two 208v-240v single phase, Multifamily residences and installed in the commons areas)

Describe access to residents and the time period(s) available for charging

☒ **Public Level 2** (Level Two 208v-240v single phase, available for general public access)

List any limitations of public access to the station(s) - Indicate days and times of day station will be publicly available

☐ **Public Fast Charging** (208v - 480v 3 Phase units with Chademo and CCS Combo connectors, available for general public access)

List any limitations of public access to the station(s) - Indicate days and times of day station will be publicly available

Resolution #__-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DUKE
ENERGY**

WHEREAS, the Hendersonville City Council has established a core value that states, “that it is our responsibility to protect all our natural resources and the environment through the implementation of sustainable and responsible projects”; and

WHEREAS, the City Council has directed staff to pursue grants for the placement of addition electric vehicle charging stations; and

WHEREAS, the Public Works Department has received a grant for the installation of an electrical vehicle charging station at Patton Park; and

WHEREAS, the charging station will be installed at no cost to the City of Hendersonville. However, vehicle owners will be charged by Duke Energy for the use of the charging station.

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

1. The City Manager is authorized to enter into a contract with Duke Energy for the placement of a pay as you go electric vehicle charging station at Patton Park.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of April 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet

MEETING DATE: 2/10/20202

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: Community
Development

TITLE OF ITEM: Lighting Ordinance Update – *Lew Holloway, Community Development Director*

SUGGESTED MOTION(S):

I move that the City Council direct the Community Development Department develop a lighting ordinance that includes the following elements: _____.

SUMMARY:

The Community Development Department, upon the direction of the City Council, has been working on a draft lighting ordinance over the last twelve to eighteen months. The initial ordinance was drafted to meet the requirements of the Dark Sky Association Model Light Ordinance. Staff received strong opposition to the initial ordinance from the Business Advisory Committee (BAC) and has been working with an ad hoc lighting committee to revise the ordinance to make it less restrictive. The lighting committee and BAC have differing views on what should be in the ordinance. Therefore, staff needs additional guidance from the City Council.

BUDGET IMPACT: \$ NA

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** 2/10/2022

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration

TITLE OF ITEM: Formal Implementation of the 2022 Pay and Classification Plan – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that City Council direct staff to implement the new Pay and Classification Plan with a 3% increase plus moving all positions to 65th percentile effective immediately and moving all positions to the 75th percentile effective July 1, 2022. In addition, no position shall have probation completion salary below the living wage of \$16.88 per hour.

SUMMARY:

The City Council has received multiple presentations regarding the new pay and classification plan. City Staff is request formal approval to implement the new plan.

BUDGET IMPACT: FY 21-22 - \$560,552 across all funds

FY 22-23 - 2,064,773 across all funds

Is this expenditure approved in the current fiscal year budget? No

If no, describe how it will be funded. A budget amendment has been drafted to cover the expense for the 3% and 65th percentile. The 75th percentile will be incorporated into the FY 22-23 Budget

ATTACHMENTS:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Angela Reece, MPA, CMC, NCCMC **MEETING DATE:** February 10, 2022

AGENDA SECTION: BOARD/COMMISSION/COMMITTEE APPOINTMENTS **DEPARTMENT:** ADMINISTRATION

TITLE OF ITEM: Board & Commission Vacant Seat Appointments – *Angela L. Reece, City Clerk*

SUGGESTED MOTION(S):

I move that City Council appoint _____ to serve an unexpired term ending June 30, 2023 as a Main Street Stakeholder.

I move that City Council appoint _____ to serve an unexpired term ending June 30, 2026 as a member of the Henderson Tourism Development Authority.

SUMMARY: The City of Hendersonville has a vacancy on the Downtown Advisory Board. Matt Johnes resigned the Main Street Stakeholder seat on January 7, 2022. This term expires June 30, 2023.

There is also a vacancy of seat #5 on the Henderson Tourism Development Authority. Community Development staff have spoken with Downtown Advisory Board members and are requesting consideration of appointment for Mr. Joseph Dinan to this seat.

The City Clerk has received 1 application for consideration of appointment from Joseph Dinan and has disseminated this to City Council.

ATTACHMENTS:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Alex Norwood **MEETING DATE:** 02/10/2022
AGENDA SECTION: REPORTS FROM STAFF **DEPARTMENT:** Admin
TITLE OF ITEM: February 2022 Contingences Report – *Alex Norwood, Budget Analyst*

SUGGESTED MOTION(S):

N/A - presentation only.

SUMMARY:

In accordance with State Statute 159-13(b) it is required that all expenditures resulting from a contingency appropriation budget be reported to the governing board at its next regular meeting and recorded in the minutes.

The following contingency appropriations were made:

1. Decrease Fund 060 contingencies by \$45,000 for budget clean up
 - a. Increase 060-1010-519200 (Contract Services) by \$14,000
 - b. Increase 060-1010-523003 (Utilities – Telephone & Internet) by \$25,000
 - c. Increase 060-1010-531210 (Permits & Fees) by \$6,000
2. Decrease Fund 060 and Fund 010 contingencies by \$10,000 for purchase of rapid covid tests (50/50 split between the funds)
 - a. Increase 060-7002-519103 (Professional Services – Medical) by \$5,000
 - b. Increase 010-7002-519103 (Professional Services – Medical) by \$5,000
3. Decrease Fund 060 contingencies by \$43,972 for reallocation of funds as part of the Mid-Year Budget Report
 - a. Decrease 060-0000-534999 (Contingencies) by \$43,972

BUDGET IMPACT: Detailed above.

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

N/A