CITY OF HENDERSONVILLE CITY COUNCIL REGULAR MEETING

Operations Center - Assembly Room | 305 Williams St. | Hendersonville NC 28792 Thursday, November 02, 2023 – 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 Jill Murray, City Clerk

October 5, 2023 Regular Meeting

October 25, 2023 Second Monthly Meeting

- B. Henderson County Tax Adjustments -Amanda Lofton, Deputy Tax Collector
- C. Governor's Highway Safety Program (GHSP) Award Resolution Kenny Hipps, Police Captain
- D. November 2023 Budget Amendments Adam Murr, Budget Manager
- E. November 2023 Capital Project Ordinances and Reimbursement Resolutions *Jennifer Floyd*, Budget and Management Analyst II
- F. Amendment of Limited Parking Zone on Oakland Street Tom Wooten, Public Works Director
- G. Utility Extension Agreement for the Upward Crossing Drive Project *Adela Gutierrez-Ramirez, Civil Engineer*
- <u>H.</u> Utility Extension Agreement for the Rutledge Road Subdivision, Phase II *Adela Gutierrez-Ramirez*, *Civil Engineer*
- <u>I.</u> Utility Extension Agreement for the Duncan Terrace Apartments *Adela Gutierrez-Ramirez, Civil Engineer*
- <u>J.</u> Utilities Compliance Coordinator job description *Jennifer Harrell, HR Director*

- K. Warehouse Specialist job description Jennifer Harrell, HR Director
- L. Utilities Inventory and Purchasing Coordinator job description Jennifer Harrell, HR Director

6. PRESENTATIONS

- A. Proclamation Homeless Youth Awareness Month Barbara Volk, Mayor
- B. Quarterly MVP Recipients John Connet, City Manager
- C. Environmental Services Update Tom Wooten, Director of Public Works

7. PUBLIC HEARINGS

A. Subdivision Text Amendment: Street Design Updates (P23-78-STA) – Tyler Morrow, Planner II

8. NEW BUSINESS

- A. Appointment of New City Council Member Mayor Volk
- B. Request by Rotary Club of Hendersonville to Place American Flags on Main Street Fritz Becker, Rotary Community Service Director
- C. Greenville Highway Sewer Installation *John Connet, City Manager*
- Acceptance of a \$100,000 Grant for the Development of an Affordable Housing Strategic Plan –
 Lew Holloway, Community Development Director and Angie Beeker, City Attorney
- E. Waive Admission Fees for Veterans on Veteran's Day at Laura E. Corn Mini-Golf at Edwards Park *Tom Wooten, Public Works Director*

9. BOARDS/COMMISSIONS/COMMITTEE APPOINTMENTS

A. City Council Board Appointments – John Connet, City Manager

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

A. October 2023 Contingency and Adjustment Report – John Connet, City Manager

11. CITY COUNCIL COMMENTS

12. 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.



MINUTES

October 5, 2023

REGULAR MEETING OF THE CITY COUNCIL CITY OPERATIONS CENTER | 305 WILLIAMS ST. | 5:45 p.m.

<u>Present:</u> Mayor Barbara G. Volk, Mayor Pro Tem Lyndsey Simpson and Council Members:

Dr. Jennifer Hensley, Jerry Smith and Debbie O'Neal-Roundtree

Staff Present: City Manager John F. Connet, Assistant City Manager Brian Pahle, City Clerk Jill Murray,

City Attorney Angela Beeker, Communications Manager Allison Justus, Budget Manager

Adam Murr, and others

1. CALL TO ORDER

Mayor Volk called the meeting to order at 5:47 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.

In Person:

Seth Cohen, a local dermatologist spoke against the Highland Lake Road Project and said he is closing down his business in 90 days because of it.

Virginia Tegal spoke about homelessness and housing and said we need a committee to address these issues.

Tom Appleby spoke against paid parking and the kiosks on Main Street.

Crystal Cauley spoke to recognize Michael Huffman, for his above and beyond attitude to help with Community Fest that happened on Saturday, September 9th at Sullivan Park. There were numerous positive remarks regarding his willingness to help and his engagement with the community.

Jeff Groh spoke about the constitution class and asked the city to sponsor a class that teaches the constitution and wants it offered to the public. He sent you a revised proposal showing that the class will be sponsored by a non-partisan non-profit.

Clifford Meek spoke about a traffic problem at 3rd and Washington, an ongoing City project about updating the intersection and it has taken two years to put in a traffic signal and sidewalks and I would like someone to check into that. I would also like an update on the railroad project that I brought up to city council a while back. Lastly, I have a problem with the police department and their survey. He left a written request with the City Clerk.

Ken Fitch spoke via Zoom electronic software regarding the homeless population. The problem calls for cooperative partnership or task force action with input and participation with all of the entities, including county and city to have a cooperative coordinated approach to this very serious problem.

Digital Comments:

Ron Creel of 103 Whippoorwill Lane, Dothan, AL, said as an out-of-town visitor, your pay for parking is frustrating and will cause me to avoid this town in the future. We talked to several of your townspeople and found that they too are upset. At a minimum, pay for parking on the

weekend should be suspended. Until I hear that a change has been made, I will recommend to family and friends to look for a tourist friendly town.

Mr. & Mrs. Kenneth Edwards of 235 Greenville Ave, Arden, NC said my wife and I were thinking of buying a home in Hendersonville, NC due to your lovely downtown area with Shops and restaurants. We are now thinking since you changed your Parking situation that it has hurt Downtown business. Some have closed and the price to park is ridiculous. It had the old downtown look and now it's a mess. We were talking to a Police officer on the street and we complained to him and he said we have complaints every day and that it has hurt downtown & small business. So now we have decided to stay in the Fletcher area where it's not as expensive and easy to park. I suggest you think about what you have done to Downtown Hendersonville. It used to be a great place to walk and shop.

Rhonda Becker of 20 Westwood Place, Asheville, NC said It would be beneficial to the both parents and staff of St. Gerard House to allow public street parking without 2-hour delay.

Marlene Contreras-Montero said I support the elimination of two-hour parking restrictions along Oakland St. Our company does not have enough parking and it will be helpful to have street parking so everyone can find a place to park.

Delaney Brown of 620 Oakland Avenue, Hendersonville, NC said I support the elimination of two-hour parking restrictions along Oakland St - we provide much needed services to autistic children and teenagers at St Gerard House and are unable to park close to our establishment. There are no shortage of spaces for locals to park, in fact the entire street is empty most days. Two hour parking is unnecessary and should be accessible for longer periods of time. Thank you.

Josh Coe of 112B Owenby Lane, Black Mountain, NC said I support the elimination of two-hour parking restrictions along Oakland St.

Dawn Winter of 727 Oakland Street, Hendersonville, NC said Parking via the St. Gerard House (SGH) is limited and does not provide adequate number of spaces available for all employees (due to limited lot sizes and the number of persons employed by SGH). Therefore, employees must park on the streets surrounding the SGH. By employees having to monitor their parking situation, services to our clients could be affected in a negative fashion. Employees must interrupt their responsibilities in order to avoid parking fees or face continual fees. Given that this is related to work (and not a personal preference as to parking), this is unfair to SGH employees.

Emma Holmes of 705 Oakland Street, Hendersonville, NC said Having the 2 hour parking limit removed would be helpful for SGH employees. We already have limited parking in a small parking lot and if we can't find parking there we have to park in a lot mainly used by high schoolers. 95% of the parking spaces along our street go unused throughout the day, and when they are being used its only for a brief time. It would make our lives much easier and our parking situation much more manageable throughout the week. All of the businesses and homes along our street have their own parking situations with more than enough parking.

Mike Blake of 611 Oakland Street, Hendersonville, NC said it seems this would allow someone to park their car or a stolen car in this area for an indefinite amount of time. My recommendation would be that there would be a 12 hour maximum a car could remain in the same space.

Desiree Grubb of 300 Long Shoals Rd, Apt 13K, Arden, NC said I support the elimination of time-limited parking on Oakland St. between Bearcat Blvd and 6th. I work with children with autism on that street and I have to move my car every 2 hours to avoid getting a ticket. There is always ample space available along the street as most of the businesses have parking in their back lots that is utilized by patrons needing parking.

Gretchen Lawrence was in attendance and spoke to Council but also sent this email that said we are a medical office building, ABC Podiatry PLLC, that has been present on Oakland Street for

more than 30 years. Recently, we have been greatly impacted by your recent removal of our two handicapped parking spaces, on Oakland Street, outside of our office, as the majority of our patients are and always have been handicapped, or limited in their ability to walk due to pain. The Motor Vehicle Laws of North Carolina General Statute Chapter 20, Article 2A, Affected Disabled or Handicapped Persons. G.S. 20-37.5 Definitions(2) "Handicapped" shall mean a person with a mobility impairment who, as determined by a licensed physician: Cannot walk 200 feet without stopping to rest; Cannot walk without the use of, or assistance from, a brace, cane, crutch, another person, prosthetic device, wheelchair, or other assistive devices; Is severely limited in their ability to walk due to an arthritic, neurological, or orthopedic condition. Now that these two handicapped parking spaces have been removed, without our consent, it is virtually impossible for our patients to access our small and growing practice. It is also very discriminatory and unfair towards the ADA population of Hendersonville. Furthermore, the removal of the two-hour time limit for parking along our section of Oakland Street will only further the city's discrimination towards our patients and the handicapped patients of Henderson County and also greatly impact our small private practice and its accessibility to and for the handicapped population of Hendersonville. Our patients should have the same opportunity to access our business and allowing unlimited parking along this section of Oakland Street could potentially allow more of the residents in the nearby apartments, as well as people in school, full time, or out of town visitors to our community who may come in to visit on the weekend for festivals, take up more parking spots and make our business inaccessible by default. The removal of the current two-hour parameters for parking could allow for vans or buses or even recreational vehicles to park and block traffic for an unlimited time and further make Oakland Street congested and unsafe to all. Though we do have parking available on our own lot, the town of Hendersonville, the taxpayers, and business and home owners on this half residential and half commercial street should have equal say in permanent changes within our area. The Americans with Disabilities Act of 1990 (ADA) makes it unlawful to discriminate against a qualified individual with a disability. The ADA also outlaws discrimination against individuals with disabilities by state and local government, public accommodations, transportation and telecommunications. Your removal of the two handicapped parking spaces that have been on Oakland Street for more than 30 years, without our notice, is discriminatory against individuals with disabilities by state and local government and discriminates against the handicapped by prohibiting public accommodations and safe transport of individuals on Oakland Street. As you may know, specialist within the medical community are declining and the aging population is increasing. Our podiatry practice has been around for greater than 30 years and now, since the passing of Dr Sheldon Marne, our podiatrist, at 704 Oakland St, we have started to build a "niche" within our podiatric sector and in the medical community in Hendersonville. We envision utilizing our practice as an after-hours clinic for the working individual to access excellent podiatric medical care. The surrounding Hendersonville podiatric practices, similar to ours, do not offer our similar hours, and we have found that these hours, free up the travel time and inconvenience of our patient's coming into contact with the daily hustle and bustle of Oakland Street and its two schools on either end. We are a small, minority and female owned business trying to also make our way here in Hendersonville. And we will continue to fight for our patients and our small piece of "heaven" here on Oakland Street in Hendersonville, NC. I spoke with the office manager at Joshua Merrell, DDS Dentistry practice at 713 Oakland Street yesterday regarding this current proposed change. During our conversation, they also expressed to me that their office continues to serve the aging population in our county and full time, unrestricted parking along the street can make pulling into and out of our businesses a danger to our customers, pedestrians along Oakland Street, and especially the children, whom attend school all along the street where some individuals live, work and play. If you're like the majority of the population, mobility is something you take for granted. However, once you, or a loved one encounters an illness or disability that results in dependence on a wheelchair, or assistive device for mobility, your perspective is likely to change dramatically. Mobility is a major factor in a person's independence, but when illness or injury hinders free movement, even a simple task like running to the store, going to the doctor, or picking your child up from school becomes a challenge. Getting out of the house is an important way to help someone whose mobility is compromised continue to feel connected to the larger world and community. Practically speaking, even if they're not physically up to social engagements, chances are that doctor's appointments will still be a necessity. Parking limitations can cause major challenges for the disabled in our county and when overflow from our own individual parking spaces owned by each business or private sector is utilized, each and every one of us should continue to be allow to equally share the remaining spaces on Oakland Street for safe, visible parking, and protection of our patients and our community's children. It is unfair to have

individuals with disabilities walking blocks to access the school, potentially, their own residence, or medical offices and businesses along Oakland Street, if overflow street parking is not available in some capacity for all individuals. Therefore, I would like to take this opportunity on Oct 5, 2023 at 5:45 p to also have this addressed at your town hall meeting and we would like the handicapped parking spaces replaced ASAP as well as the discontinuation of unlimited street parking along Oakland Street now or in the future. We need our handicapped spaces back and we request no further changes in the parking infrastructure in Oakland St. It is unfair for small business and growth in this area. In an effort for compromise, we have always told the owners at the Girard House that they can utilize our private spaces, while we are not utilizing them. We are also interested in any grant opportunities the City of Hendersonville may have to help our small practice and the further revitalization of our Oakland Street sector for the good of the community. I have placed a few phone calls to you to discuss this, and will be present at the meeting this evening. I am traveling from out of town to make it and hoped we could discuss this in person prior to the meeting. Please feel free to contact me today at 704-487-6672 and ask for me, Gretchen Lawrence DPM directly as you will have to let my staff know that I am expecting your call.

4. CONSIDERATION OF AGENDA

Council Member Debbie O'Neal-Roundtree moved that City Council approve the agenda as presented. A unanimous vote of the Council followed. Motion carried.

5. CONSENT AGENDA

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

A. Adoption of City Council Minutes - Jill Murray, City Clerk

September 7, 2023 Regular Monthly Meeting September 27, 2023 Second Monthly Meeting

B. Approval of Resolution Committing to the Implementation of Phase II of the Lower Mud Creek Floodplain Restoration Project – Mike Huffman, Stormwater Division Manager

Resolution #R-23-100

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL COMMITTING TO THE IMPLEMENTATION OF PHASE II OF THE LOWER MUD CREEK FLOODPLAIN RESTORATION PROJECT (23006)

WHEREAS, the City of Hendersonville recognizes the importance of floodplain restoration and mitigation to protect our community and environment;

WHEREAS, the Lower Mud Creek Floodplain Restoration Project has been identified as a critical initiative to address flood risks, protect natural habitats, and enhance the overall resilience of our city;

WHEREAS, the Golden LEAF Foundation has generously awarded the City of Hendersonville a grant in the amount of \$250,000 to support the implementation of Phase II of the Lower Mud Creek Floodplain Restoration Project;

WHEREAS, the successful implementation of this project will contribute to the long-term safety and well-being of our citizens, improve water quality, and enhance the quality of life in our community;

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

- 1. The City of Hendersonville hereby commits to the implementation of Phase II of the Lower Mud Creek Floodplain Restoration Project, using the \$250,000 grant funds provided by the Golden LEAF Foundation.
- 2. The implementation of Phase II of the Lower Mud Creek Floodplain restoration is contingent upon the acquisition of the properties outlined in the grant application that was submitted to Golden LEAF foundation in May of 2023.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of October, 2023.

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

C. Consider Negotiated Offer to Purchase North Edwards Street lot, Parcel B1, Plat Book 2022 page 14832, Henderson County Registry – Daniel Heyman, Staff Attorney

Resolution #R-23-101

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL OF PROPOSED ACCEPTANCE OF NEGOTIATED OFFER

WHEREAS, the City of Hendersonville owns certain property off of North Edwards Street adjacent to City Hall, and identified as Parcel B1, containing 2,227 sq. ft., as shown on that Plat recorded in Plat Book 2023 at page 14832, in the Office of the Register of Deeds for Henderson County, being a portion of the property with a tax parcel ID of 9568880780, and having been acquired by the City of Hendersonville in Deed Book 399 at Page 565 of the Henderson County Register of Deeds Office ("Property"); and

WHEREAS, North Carolina General Statute Section 160A-269 permits the City to sell property by upset bid after receiving and offer to purchase; and

WHEREAS, the City has received a NEGOTIATED OFFER RECEIVED PURSUANT TO N.C.G.S. § 160A-269 ("Offer"), a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to the Offer, WNH Investments, LLC, ("Buyer"), is offering to purchase the Property for the sum of \$30,000, subject to the terms and conditions contained within the Offer; and

WHEREAS, subject to the terms below, the Hendersonville City Council wishes to issue a proposed acceptance of the Offer.

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

- 1. The Council declares the Property surplus, and proposes to accept the Offer pursuant to the procedures of 160A-269.
- 2. The Buyer is required to deposit with the City Clerk a sum equal to 5 % of the offer, or \$1,500.00. The Clerk will cause a notice to be published in a newspaper of record advising that upset bids will be accepted within 10 days of the date of publication, which bid shall increase the proposed sales price by at least an amount equal to 10% of the first \$1,000.00 of the purchase price and 5% of the excess. Such upset bids shall be made to the City Clerk and accompanied by a deposit equal to 5% of the new purchase price, at which time the Clerk shall then publish a new notice advising that further upset bids, increased in the same minimum amount may be accepted within 10 days from the date of publication.
- 3. Each bidder submitting an upset bid shall be bound by the same terms and conditions as contained in the Offer. Each bidder shall therefore be required to sign an offer in the form of the Offer attached hereto as Exhibit A, with the only differences being (1) a revised purchase price; and (2) modification of the terms of the upset bid procedure described in the Offer to reflect the terms of this Resolution.
- 4. When there are no further bidders, the high bid shall be reported to the Council by the Clerk.
- 5. Following a final acceptance by the Council, the closing shall occur within 30 days of the conclusion of the due diligence period.
- 6. The City reserves the right to withdraw the property from sale at any time before the issuance of a final acceptance and the right at any time to reject all bids.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of October, 2023.

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

D. October 2023 Budget Amendments – Adam Murr, Budget Manager

TO MAYOR & COUNCIL FISCAL YEAR 2024
APPROVAL: October 05, 2023 FORM: 10052023-01
BUDGET AMENDMENT

FUND 301

10110 002						
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET	
301-0000-420050-G2302	Grant Revenue (GHSP)	25,000	20,000	-	45,000	
301-1300-501010-G2302	Overtime	20,720	16,576	-	37,296	
301-1300-502001-G2302	FICA Tax Expense	1,579	1,264	-	2,843	
301-1300-502050-G2302	Retirement Expense	2,701	2,160	-	4,861	
FUND 301 (GHSP-O/T)	TOTAL REVENUES	25,000	20,000	-	45,000	
FOIND 301 (GH3P-0/1)	TOTAL EXPENDITURES	25,000	20,000	-	45,000	

An amendment increasing the Governor's Highway Safety Program Traffic Enforcement Overtime (GHSP-O/T) Grant, #G2302 by \$20,000 to reflect a grant award in September 2023. The grant funds are appropriated for use in paying overtime, FICA, and retirement expenditures related to the City's traffic safety and enforcement initiatives.

The City Manager and City Clerk certify budget ordinance amendment 10052023-01 was approved by City Council on October 05, 2023.

TO MAYOR & COUNCIL APPROVAL: October 05, 2023

FISCAL YEAR 2024 FORM: 10052023-02

BUDGET AMENDMENT

FUND 467

ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
Transfer in (from 067, FY24)	109,300	-	-	109,300
Grant Revenue (NCLWF)	1,120,929	-	-	1,120,929
Grant Revenue (NCDWI)	1,897,236	-	-	1,897,236
Contribution (GoldenLEAF)	-	250,000	-	250,000
Capital Outlay - Land/Easement/ROW	609,000	-	-	609,000
Capital Outlay - CIP	2,518,465	250,000	-	2,768,465
TOTAL REVENUES	3,127,465	250,000	-	3,377,465
TOTAL EXPENDITURES	3,127,465	250,000	-	3,377,465
	Transfer in (from 067, FY24) Grant Revenue (NCLWF) Grant Revenue (NCDWI) Contribution (GoldenLEAF) Capital Outlay - Land/Easement/ROW Capital Outlay - CIP TOTAL REVENUES	Transfer in (from 067, FY24) 109,300 Grant Revenue (NCLWF) 1,120,929 Grant Revenue (NCDWI) 1,897,236 Contribution (GoldenLEAF) - Capital Outlay - Land/Easement/ROW 609,000 Capital Outlay - CIP 2,518,465 TOTAL REVENUES 3,127,465	Transfer in (from 067, FY24) 109,300 - Grant Revenue (NCLWF) 1,120,929 - Grant Revenue (NCDWI) 1,897,236 - Contribution (GoldenLEAF) - 250,000 Capital Outlay - Land/Easement/ROW 609,000 - Capital Outlay - CIP 2,518,465 250,000 TOTAL REVENUES 3,127,465 250,000	Transfer in (from 067, FY24) 109,300 - - Grant Revenue (NCLWF) 1,120,929 - - Grant Revenue (NCDWI) 1,897,236 - - Contribution (GoldenLEAF) - 250,000 - Capital Outlay - Land/Easement/ROW 609,000 - - Capital Outlay - CIP 2,518,465 250,000 - TOTAL REVENUES 3,127,465 250,000 -

The City Manager and City Clerk certify budget ordinance amendment 10052023-02 was approved by City Council on October 05, 2023.

TO MAYOR & COUNCIL APPROVAL: October 05, 2023

FISCAL YEAR 2024 FORM: 10052023-03

BUDGET AMENDMENT

FUND 080

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET	
080-0000-460001	Misc. Income (Shirt/Packet Sales)	13,000	6,000	-	19,000	
080-3101-519200	Contracted Services	64,125	6,000	-	70,125	
FUND 080	TOTAL REVENUES	-	6,000	-	-	
FUND 080	TOTAL EXPENDITURES	-	6,000	-	-	
A budget amendment increasing turkey trot revenues and correlating expenditures for more turkey trot shirt purchases.						

The City Manager and City Clerk certify budget ordinance amendment 10052023-03 was approved by City Council on October 05, 2023.

TO MAYOR & COUNCIL APPROVAL: October 05, 2023

FISCAL YEAR 2024 FORM: 10052023-04

BUDGET AMENDMENT

FUND 021

	ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
	021-0000-470900	Fund Balance Appropriated	63,443	1,137	-	64,580
	021-2202-532299	Misc. Program Expenditure	-	1,137	-	1,137
	FUND 004	TOTAL REVENUES	-	1,137	-	-
	FUND 021	TOTAL EXPENDITURES	-	1,137	-	-
А	An amendment appropriating 7th Avenue MSD fund balance for expenditures related to the organic garden project.					

The City Manager and City Clerk certify budget ordinance amendment 10052023-04 was approved by City Council on October 05, 2023.

TO MAYOR & COUNCIL APPROVAL: October 05, 2023

FORM: 10052023-05

FISCAL YEAR 2024

BUDGET AMENDMENT

	FUND 410 460 467						
ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET		
410-0000-470010-21017	Debt Proceeds (2023 IFC)	6,425,000	-	4,909,250	1,515,750		
410-1002-550103-21017	Capital Outlay - CIP	6,425,000	-	4,935,000	1,490,000		
410-1002-560900-21017	Cost of Issuance	-	25,750	-	25,750		
460-0000-470010-21017	Debt Proceeds (2023 IFC)	-	3,499,750	-	3,499,750		
460-1002-550103-21017	Capital Outlay - CIP	-	3,450,000	-	3,450,000		
460-1002-560900-21017	Cost of Issuance	-	49,750	-	49,750		
467-0000-470010-21017	Debt Proceeds (2023 IFC)	-	377,000	-	377,000		
467-1002-550103-21017	Capital Outlay - CIP	-	372,500	-	372,50		
467-1002-560900-21017	Cost of Issuance	-	4,500	-	4,50		
FUND 410, 460, & 467	TOTAL REVENUES	6,425,000	3,876,750	4,909,250	5,392,500		
#21017	TOTAL EXPENDITURES	6,425,000	3,902,500	4,935,000	5,392,500		
410-0000-470010-19140	Debt Proceeds (2023 IFC)	-	516,250	-	516,25		
410-0000-470100-19140	Transfer In (from 010)	254,696	-	-	254,69		
410-1002-550102-19140	Capital Outlay - Services and Fees	22,500	-	-	22,500		
410-1002-550103-19140	Capital Outlay - CIP	232,196	516,250	-	748,44		
460-0000-470010-19140	Debt Proceeds (2023 IFC)	-	516,250	-	516,25		
460-0000-470100-19140	Transfer In (from 060)	140,545	-	-	140,54		
460-0000-470900-19140	Fund Balance Appropriated	50,789	-	-	50,78		
460-0000-598901-19140	Transfer Out	63,362	-	-	63,36		
460-1002-550102-19140	Capital Outlay - Services and Fees	22,500	-	-	22,500		
460-1002-550103-19140	Capital Outlay - CIP	105,472	516,250	-	621,72		
FUND 410 & 460	TOTAL REVENUES	446,030	1,032,500	-	1,478,530		
#19140	TOTAL EXPENDITURES	446,030	1,032,500	-	1,478,530		

2023 Installment Financing Subtotal	6,425,000
Other Financing Sources Subtotal	446,030
Total Project Revenues (21017 and 19140)	6,871,030
Total Project Appropriation (21017 and 19140)	6,871,030

an amendment placing the 2023 Installment Financing Budget needed for the City Hall Exterior Improvements Project in project code 19140 rather than project

An amendment placing the 2020 months and 21017 (City Hall and Operations Renovations).

The City Manager and City Clerk certify budget ordinance amendment 10052023-05 was approved by City Council on October 05, 2023.

6. PRESENTATIONS

A. Oath of Office – Colby Thomas Corbett – Barbara G. Volk, Mayor

Mayor Barbara G. Volk gave the Oath of Office to Police Officer Colby Thomas Corbett with his family and friends in attendance.

Oath of Office Police Officer

"I, Colby Thomas Corbett, do solemnly swear (or affirm) that I will be alert and vigilant to enforce the criminal laws of the State of North Carolina; that I will not be influenced in any matter on account of personal bias or prejudice; that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith; and that I will faithfully and impartially discharge and execute the duties of Police Officer of the City of Hendersonville according to the best of my skill, abilities, and judgement; so help me, God."

B. Proclamation – Children's Environmental Health Day – Barbara G. Volk, Mayor

Mayor Barbara G. Volk presented a proclamation designating October 12, 2023 as Children's Environmental Health Day to Elle Travis of Caregiver's of Mother Earth.

Proclamation Children's Environmental Health Day

WHEREAS, the aim of Children's Environmental Health (CEH) Day is to raise awareness about the importance of clean air and water, safe food and consumer products, and healthy environments to children's health and development; and

WHEREAS, CEH Day was created by the Children's Environmental Health Network and celebrated for the first time on October 13, 2016; and

WHEREAS, CEH Day is observed on the second Thursday in October as a means to celebrate progress of the children's environmental health movement and create a strong network of child health advocates; and

WHEREAS, CEH Day is a national effort supported by individuals, non-profit organizations, and government agencies; and

WHEREAS, CEH Day encourages individuals and organizations to raise awareness and understanding of children's environmental health issues, seek improved protections for all children, and to perform acts of sustainability or environmental health wellness; and

WHEREAS, together, we can safeguard the health, safety and wellbeing of our most precious resource: children;

THEREFORE I, Barbara Volk, Mayor of the City of Hendersonville, do hereby proclaim Thursday, October 12, 2023 as:

CHILDREN'S ENVIRONMENTAL HEALTH (CEH) DAY

in Hendersonville and urge all citizens to observe this day with awareness-raising and environmental health and stewardship activities to create a healthier environment for our children.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Hendersonville to be affixed this 5th day of October, 2023.

C. Proclamation – Grease Buster's Day – Barbara G. Volk, Mayor

Mayor Barbara G. Volk presented a proclamation designating October 26, 2023 as Grease Busters Day within the City of Hendersonville to the City's Environmental Compliance Technician, Kasey Lyons.

Mayoral Proclamation Grease Busters Day 2023

Fighting Hendersonville's Most Wanted- Fats, Oils, Grease, and Wipes!





October 26, 2023

WHEREAS, clean water is our most valuable natural resource; and

WHEREAS, Fats, oils, and grease (FOG) pollution discharge poses a serious risk to the integrity of our water systems, interferes with the ability to properly clean polluted waters; and

WHEREAS, proper treatment of polluted waters is essential for public health and welfare as well as a healthy natural environment; and

WHEREAS, the hard work performed by the entire water sector, surveying and repairing buried pipes, operators ensuring the safety and protection of the natural environment in which we all live, and ensuring compliance with pollution control requirements; and

WHEREAS, FOG buildup in a collection system is a significant cause of sanitary sewer overflows; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our critical water infrastructure by limiting the amount of FOG discharged into our water systems

NOW, THEREFORE, I, Barbara Volk, Mayor of the City of Hendersonville, do hereby proclaim October 26, 2023 to be Grease Busters Day within the City of Hendersonville.

PROCLAIMED this 5th day of October, 2023.

D. Proclamation – Fire Prevention 2023 – Barbara G. Volk, Mayor

Mayor Barbara G. Volk presented a proclamation designating October 8-14, 2023 as Fire Prevention Week to Fire Marshal, Nate Young.

PROCLAMATION City of Hendersonville, Fire Prevention 2023

WHEREAS, the city of Hendersonville, North Carolina is committed to ensuring the safety and security of all those living in and visiting Hendersonville; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires caused 2,840 civilian deaths in the United States in 2021, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 353,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, the city of Hendersonville residents should be sure everyone in the home understands the sounds of the smoke alarms and knows how to respond; and

WHEREAS, the city of Hendersonville residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, the city of Hendersonville residents will make sure their smoke and carbon monoxide (CO) alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, the city of Hendersonville first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the city of Hendersonville residents that are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2023 Fire Prevention WeekTM theme, "Cooking safety starts with YOU. Pay attention to fire preventionTM" effectively serves to remind the city of Hendersonville it is important to have a home fire escape plan.

THEREFORE, I Barbara G. Volk, Mayor of Hendersonville, NC, do hereby proclaim October 8-14, 2023, as Fire Prevention Week throughout this city, and I urge all the people of Hendersonville to plan and practice a home fire escape for Fire Prevention Week 2023 and to support the many public safety activities and efforts of the city of Hendersonville's fire and emergency services.

PROCLAIMED this 5th day of October, 2023.

E. Proclamation - Filipino American History Month – Barbara G. Volk, Mayor

Mayor Barbara G. Volk presented a proclamation designating the month of October as Filipino American History Month to Florence Allbaugh, Tony Robles and others.

Proclamation Filipino American History Month 2023 Observance

WHEREAS, October is designated Filipino American History Month to commemorate the arrival of Filipinos in America on October 18, 1587, landing in Moro Bay, off the coast of California as part of the Manila Galleon trade from Manila to Acapulco that began in 1565; and

WHERAS, Filipino American History Month honors the history and experiences of Filipinos in the United States. In October, 2009, the US congress recognized October as Filipino American History Month. Various states, counties and cities have established proclamations and resolutions declaring observance of Filipino American History Month including the state of Georgia in 2021; and

WHEREAS, Filipino Americans have made significant contributions in the areas of civil rights, education, politics, entertainment, the armed forces and in many other endeavors. The Filipino American community is the second largest Asian American group in the nation; and

WHEREAS, the numbers of Filipino Americans have been historically large on the west coast, there are growing communities of Filipino Americans in North and South Carolina, Virginia, and Georgia. There are growing numbers of Filipinos in Hendersonville; and

WHERAS, there is a rich Filipino American history that is being discovered. We encourage people to learn more about this growing community by visiting the website of the Filipino American National Historical Society at www.fanhs-national.org.

NOW, THEREFORE, I, Barbara G. Volk, Mayor of the City of Hendersonville, North Carolina, proclaim that October be declared

FILIPINO AMERICAN HISTORY MONTH

in the City of Hendersonville, North Carolina.

PROCLAIMED this 5th day of October, 2023.

F. Recognition of Michael Huffman, 2023 North Carolina Stormwater Professional of the Year – Brent Detwiler, Public Services Direction

Brent explained that Michael Huffman was recognized on September 19, 2023, at the APWA Stormwater Management Division Annual Conference in Charlotte and presented with the 2023 H. Rooney Malcom Award for Stormwater Professional of the Year. The award is presented annually to an individual who stands out among their peers for exceptional leadership, innovation, agency service, customer service, community service, and contribution to their profession related to the stormwater field. We are so proud of everything that Mike has accomplished to improve the City of Hendersonville and our greater community and would like to recognize him for this incredible achievement.

7. PUBLIC HEARINGS

A. Annexation: Public Hearing-Living Savior Evangelical Lutheran Church (C23-65-ANX) – Tyler Morrow, Planner II

Tyler explained that the City of Hendersonville has received a petition from Jon Vannice, Vice President and Secretary of the Living Savior Evangelical Lutheran Church for satellite annexation of PIN 9578-90-1278 located on Upward Road and Vine Road that is approximately 4.72 acres.

On September 7th, 2023, City Council accepted the City Clerk's Certificate of Sufficiency for the petition submitted by the Living Savior Evangelical Lutheran Church and set October 5th, 2023, as the date for the public hearing.

The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General Statutes.

The public hearing was opened at 6:34 p.m.

There were no public comments.

The public hearing was closed at 6:34 p.m.

Council Member Lyndsey Simpson moved that City Council adopt an ordinance of the City of Hendersonville to annex noncontiguous property owned by the Living Savior Evangelical Lutheran Church, identified as PIN 9578-90-1278, finding that the standards established by North Carolina General Statute 160A-58.1 have been satisfied and that the annexation is in the best interest of the City. A unanimous vote of the Council followed. Motion carried.

Ordinance #O-23-56

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

Re: Petition for Satellite Annexation

Petitioners: Living Savior Evangelical Lutheran Church (Jon Vannice, Vice President and Secretary)

File No. C23-65-ANX

WHEREAS, The City of Hendersonville has been petitioned by the Living Savior Evangelical Lutheran Church pursuant to North Carolina General Statutes (NCGS) 160A-58.1, 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 the City Operations Center at 305 Williams Street, Hendersonville, NC at 5:45 pm, on the 5th day of October 2023, after due notice by publication as provided by law on September 24, 2023; and

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

- a. All of the proposed satellite corporate limits are less than three miles from the primary corporate limits of Hendersonville. The map distance is approximately 2,446 feet.
- b. No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville.
- c. The area described is so situated that the City of Hendersonville will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.
- d. The area proposed for annexation is not subject to subdivision regulation as described N.C.G.S. § 160D-802
- e. The area within the proposed satellite corporate limits, when added to the areas within all other satellite corporate limits does not exceed 10 percent (10%) of the area within the primary corporate limits of the City of Hendersonville.

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-58.2, as amended, the following described noncontiguous area is hereby annexed and made part of the City of Hendersonville as of the fifth day of October 2023.

Being all of that real property consisting of PIN 9578-90-1278 described in the plat recorded in Book 2023- _____ [to be inserted at recording of the plat] of the Henderson County Registry, said PIN 9578-90-1278 being described by metes and bounds as follows:

Beginning on a 5/8" rebar, said rebar standing in the southern margin of Vine Road, NC State Road number 1782, and having NC Grid Coordinates of Northing 580599.81 and Easting 9799143.16, and proceeding thence from beginning point thus established, S 80°40'39" E 297.31' to a 1/2" iron pipe, thence S 26°04'49" E 276.79' to a 1/2" iron pipe, said point being located in the existing City of Hendersonville Satellite Limits, thence proceeding with the existing City of Hendersonville Satellite Limits, the following three calls: S 73°26'21" W 72.32' to a 1/2" iron pipe, thence N 14°06'44" 2.38' to a 1/2" iron pipe, thence S 82°49'15" W 111.28' to a 1/2" iron pipe, thence leaving the existing City of Hendersonville Satellite Limits, S 81°10'08" W 5.60' to a point, thence S 73°12'20" 156.49' to a point, thence on a curve to the right with a radius of 1158.20' and a length of 64.42' (chord S 89°17'36" E 64.41') to a point, thence S 83°59'25" E 102.70, S 10°59'23"E 7.12' to a point, thence N 89°21'02" W 105.09' to a point, thence S 89°01'43" W 60.81' to a point, thence S 89°01'43" W 25.34' to a point, thence S 83°44'40" W 97.00' to a point, thence S 80°05'40" W 73.77' to a point, thence S 78°18'45" W 62.76' to a point, thence S 79°58'47" W 68.44' to a point, thence N 42°47'57" W 20.30' to a point, thence N 14°48'09" W 20.91' to a point, thence N 17°46'58" E 19.04' to a point, thence N 22°53'57" 72.56' to a point, thence N 27°14'58" E 459.00' to the point and place of beginning. Containing 4.72 Acres and being all of that property as described in Deed Book 3426, Page 485 as shown on survey by Associated Land Surveyors & Planners, PC bearing job number S-21-172.

- 2: Upon and after the fifth day of October 2023, 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 on this 5^{th} day of October, 2023.

/s/Barbara G. Volk, Mayor

Attest: /s/Jill Murray, City Clerk

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

B. Zoning Text Amendment: Mobile Food Vendor Updates (P23-50-ZTA) – Tyler Morrow, Planner II

Tyler explained that "Mobile Food Vendors" were added to the City Zoning Ordinance as a permitted use on April 5, 2018. The amendment in 2018 was an applicant driven text amendment petitioned by Mark Searcy to allow a mobile food vendor at 2745 Chimney Rock Road. Mobile food vendors are currently permitted in the following districts with supplementary standards: C-2, C-3, CMU, I-1, HMU. There have been no amendments to the mobile food vendor ordinance since its adoption in 2018.

Since 2018, staff have worked with and applied the supplementary standards for any permitted mobile food vendor operating in the City of Hendersonville. Through this work, staff has found that the current ordinance has some problematic aspects to it. It has been found problematic to apply the standards to real world requests, as well as the enforcement of current standards. There are few sites in the City that meet the requirements outlined in the ordinance and staff has found that our ordinance duplicates requirements that are enforced by other outside agencies.

For these reasons, staff is proposing the changes that are before you. Staff believe that these changes will make the supplementary standards enforceable and follows the trends that are currently happening in our community.

The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General Statutes.

The public hearing was opened at 6:47 p.m.

Lynne Williams spoke about being concerned about fats and oils going into the wastewater and where the wastewater from washing dishes will go. Also asked that no animals will be killed on site and concerned about them being open 24/7, bright lights, music, noxious smells and to get feedback from the neighborhood surrounding them

Tay Brown spoke and said this was the first he's heard of this and said his initial concerns is pollution and we have probably 200 restaurants in Hendersonville already and parking is a problem and now you want to add more food establishments.

The public hearing was closed at 6:52 p.m.

Council Member Jerry Smith moved that City Council adopt an ordinance amending the official City of Hendersonville Zoning Ordinance, Section 16-4-17 Mobile food vendor, Section 8-1-1 Exceptions to setback regulations, Section 13-1-10- Supplementary standards for mobile food vendors, and Section 13-1-11- Noncommercial messages, based on the following:

1. The petition is found to be <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:

The petition aligns with the Comprehensive Plan's Strategy LU-3.5. of minimizing negative impacts from growth and land use changes on existing land uses by reflecting current and ongoing trends in the community concerning mobile food vendors.

- 2. We [find] this petition, in conjunction with the recommendations presented by staff, to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:
 - 1. The proposed text amendment creates flexibility for property owners and mobile food vendor operators while still limiting potential impacts to the greater community.
 - 2. The proposed text amendment reflects real world conditions and potentially allows non-conforming mobile food vendors to come into compliance.
 - 3. The proposed text amendment reduces duplicated standards and focuses primarily on zoning/site specific requirements.

A unanimous vote of the Council followed. Motion carried.

Ordinance #O-23-57

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE CITY OF HENDERSONVILLE ZONING ORDINANCE, SECTION 16-4-17 MOBILE FOOD VENDOR, SECTION 8-1-1 EXCEPTIONS TO SETBACK REGULATIONS, SECTION 13-1-10 SUPPLEMENTARY STANDARDS FOR MOBILE FOOD VENDORS, AND SECTION 13-1-11 NONCOMMERCIAL MESSAGES IN THE CITY OF HENDERSONVILLE.

WHEREAS, the City of Hendersonville's Planning Board has reviewed and recommended for adoption a zoning text amendment to the requirements for mobile food vendors within the City of Hendersonville's jurisdiction; and

WHEREAS, the proposed amendment is intended to not duplicate regulations enforced by other agencies and to keep the requirements up to date and reflective of current trends; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina that Section 16-4-17 Mobile Food Vendor, Section 8-1-1 Exceptions to Setback Regulations, Section 13-1-10 Supplementary Standards for Mobile Food Vendors, and Section 13-1-11 Noncommercial Messages of the Zoning Ordinance of the City of Hendersonville be amended as follows:

16-4-17 Mobile food vendor.

- a) Zoning compliance permits for mobile food vendor sites-and mobile food vendors shall be valid for a period of one year, and shall be renewed annually. shall be accompanied by a conceptual site plan depicting a location on the subject property that meets all applicable requirements of this section.
 - 1) Exemption: A mobile food vendor associated with an event with an active City of Hendersonville Special Event Permit.

b) Mobile food vendors must have a base of operations, such as a restaurant or commissary, and must report to said base daily for supplies, cleaning, and servicing unless exempted by the health department. If the

base of operations is under different ownership than the mobile food vendor, a written agreement for use must be submitted as part of the application. No waste, grease, or wastewater shall be released into the city's sanitary sewer or stormwater collection systems, ditches, tree wells, or other public spaces.

- b) e) There shall be no limit to the number of mobile food vendors per parcel so long as all other separation and site requirements as set forth below are met.
- c) d) Mobile food vendors shall follow the dimensional requirements of the zoning district classification in which they are located. If there are no dimensional requirements in zoning district classification, at a minimum, food vendors shall be situated at least ten feet from all property lines and any road right of way. Mobile food vendors shall:
 - 1) Not encroach onto any street, sidewalk, or travel way, and shall not obstruct any loading zone or handicapped parking space. Additionally, mobile food vendors must be:
 - 2) 1) Be located on property in a manner that does not eliminate required parking for a development or impede the flow of traffic in any way.
 - 3) 2) Be situated at least 10 feet away from buildings, structures, vehicles, and any combustible materials. Situated at least 25 feet from any permanent structure. The community development director or designee may, upon recommendation of the fire marshal, approve the placement of mobile food vendors within 25 feet or less of a permanent structure. Such approval shall be based upon building type, building materials, existing fire breaks, and other pertinent information.
 - 4) 3) Not located within 250 feet from any restaurant, and Nnot be located within 100 feet from any residential structure or residential zoning district lot line-unless their hours of operation are limited to 7:00 a.m. to 10:00 p.m.
 - 5) 4) Be set back a minimum of ten feet in all directions from fire hydrants.
 - 6) 5) Be situated at least 10 20 feet from one another.
- e) Mobile food vendors on vacant sites shall adhere to article XV, buffering, screening, and landscaping general requirements, including any overlay district landscaping requirements.
- f) Hours of operation for mobile food vendors shall be limited to 7:00 a.m. to 10:00 p.m. Mobile food vendor operators or their designee must be present at all times during operation, except in the event of an emergency.
- g) Vendors must vacate the site each day unless the vendor owns the site.
- h) Each food truck shall supply at least one waste receptacle which must be removed and emptied at the end of each day, city trash receptacles shall not be used for food truck waste.
- i) Mobile food vendors shall be limited to the following signage: One wall sign affixed to the vehicle or trailer per side of vehicle or trailer. Said sign shall be no larger than 32 square feet and one small Aframe sign not to exceed four feet in height and eight square feet of surface area may be placed within five feet of the vehicle or trailer to display daily specials, menus, or other similar information. Other signs and devices including plaques, banners, pennants, streamers, and posters are not permitted.

8-1-1 Exceptions to setback regulations.

The following features shall not be subject to the required minimum setbacks:

Bridges

Doghouses

Driveways, walks and parking areas

Fences and walls not exceeding nine feet in height

Landscape features such as entrance piers, columns, gates, planters and gardens

Mobile food vendors

Playhouses, not exceeding 64 square feet in floor area

Required building entry ramps

Retaining walls

Stormwater management facilities such as head walls and culverts

13-1-10- Supplementary standards for mobile food vendors.

Mobile food vendors shall be limited to the following signage:

- a) One wall sign affixed to the vehicle or trailer per side of vehicle or trailer. Said sign shall be no larger than
 32 square feet. Any sign illumination shall be downward facing.
- b) One small A-frame sign not to exceed four feet in height and eight square feet of surface area may be placed within five feet of the vehicle or trailer.
- c) Other signs and devices including plaques, banners, pennants, streamers, and posters are not permitted.

13-1-10 11- Noncommercial messages.

Any sign, display, or device allowed under this article and which complies with size, lighting, and spacing requirements of this article may contain, in lieu of any other copy, any otherwise lawful noncommercial message that does not direct attention to a business operated for profit, or to a commodity or service for sale

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of October, 2023.

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

C. Zoning Text Amendment: Transportation Standards in CHMU (P23-51-ZTA) – *Matthew Manley, AICP Strategic Projects Manager*

Mr. Manley explained that the City of Hendersonville is initiating a zoning code text amendment to supplement the standards of the Commercial Highway Mixed Use (CHMU) Zoning District. This zoning district was established to address development along the Upward Road corridor.

In January 2011, the City established the Upward Road Planning Area to help plan for and direct sewer expansion in this southern portion of the City's surroundings. Given that the City's ETJ was not expanded to this area, the land in this area does not have City zoning, but rather is zoned by Henderson County. In anticipation of properties in the Upward Road Planning Area requesting annexation and connection to sewer service, the City established the CHMU to foster orderly development along this corridor.

One key attribute of orderly development along major thoroughfares are zoning regulations which address congestion management. A study performed in 2005 for the US64 East corridor helped to establish such standards in the Highway Mixed Use (HMU) zoning district - the zoning district established for US64 East/Chimney Rock Rd. Staff is proposing to expand these standards to the CHMU zoning district. Applying these same transportation-related standards from the HMU zoning district will help shape growth along the quickly developing Upward Road corridor.

Planning Board voted unanimously to recommend approval of this text amendment.

The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General Statutes.

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

Lynne Williams spoke about whether traffic studies were being deleted. Matt said it was but because it had nothing to do with CHMU. She also mentioned preserving key cultural areas along the corridor.

Ken Fitch spoke via Zoom electronic software in favor of the zoning code text amendment but asked to perhaps clarify the spacing with interconnectivity would be helpful.

The public hearing was closed at 7:20 p.m.

Council Member Jennifer Hensley moved that City Council adopt an ordinance amending the official City of Hendersonville Zoning Ordinance, Article V. – Zoning District Classifications, Section 5-27 CHMU Commercial Highway Mixed Use Zoning District, based on the recommendations presented by staff and based on the following:

1. The petition is found to be <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:

The petition aligns with Goal TC-3 of the Transportation and Circulation Chapter of the Comprehensive Plan which calls for providing a safe and efficient roadway system that meets adequate vehicular level-of-service requirements in order to support business activity and residential quality of life.

2. We [find] this petition, in conjunction with the recommendations presented by staff, to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:

1. The text amendment would help address access management, congestion management and transportation circulation in the Upward Rd corridor.

2. The text amendment will impact a rapidly growing area of the City.

A unanimous vote of the Council followed. Motion carried.

D. Public Hearing to Consider Amending the City Charter to Provide for the Plurality Method of Electing City Council Members – Angela S. Beeker, City Attorney

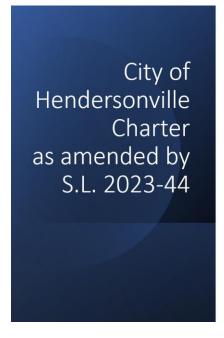
Attorney Beeker explained this public hearing is being held pursuant to N.C.G.S. § 160A-102 to consider an amendment to the City Charter to provide for using the plurality method to elect City Council members. A draft ordinance to amend the City Charter is attached for purposes of the public hearing; however this may not be adopted until the November 2, 2023 if City Council wishes to approve it.

The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General Statutes.

The public hearing was opened at 7:26 p.m.

Lynne Williams is concerned that the primary vote is being taken away from her and that Council members, Hensley and Simpson are basically grandfathered in for another year and will be able to make decisions on the comp plan. She is considering a run for Council and thinks her rights are being taken away from her.

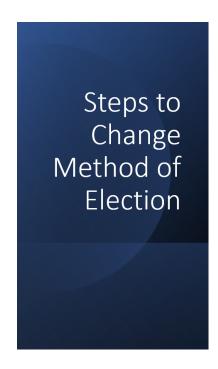
The public hearing was closed at 7:29 p.m.



- Article IV Election Procedures
 - Sec. 4.1. Regular Municipal Elections. Regular municipal elections shall be held at the time of the general election in each even-numbered year. The Mayor and Council Members shall serve until their successors are elected and qualified.
 - Sec. 4.2. Regular Municipal Primaries. The Mayor and Council Members shall be elected on a nonpartisan basis and results determined by the primary method as provided in G.S. 163-294.
 - Sec. 4.4. Regulation of Elections. All municipal elections shall be conducted in accordance with the uniform municipal election laws in Chapter 163 of the General Statutes, except as otherwise provided by this act.



- No primary
- Election top vote getters for number of seats open win
 - If 1 seat open, 2 or more candidates on ballot, top vote getter wins.
 - If 2 seats open, 3 or more candidates on ballot, top 2 vote getters win.
- No districts
- All qualified voters in the City get to vote for all seats in general election.



- Adopt Resolution of Intent
 - State intent
 - Call public hearing (no more than 45 days out)
- Publish Notice of Public Hearing
 - Summarize Resolution
 - Publish at least 10 days prior to PH
- Hold Public Hearing
- Adopt Ordinance at Next (or subsequent)
 Regular Meeting after Public Hearing (but not more than 60 days later)
- Publish Notice of Adoption within 10 days
- Must be adopted at least 90 days before 1st election held under new ordinance.

Council Member Jerry Smith moved that City Council adopt a Resolution of the City Council for the City of Hendersonville to the North Carolina General Assembly Requesting that the Filing Period for Candidacy for City Council Seats be During The Month of July. A unanimous vote of the Council followed. Motion carried.

8. UNFINISHED BUSINESS

9. NEW BUSINESS

A. Request to Eliminate Two-Hour Parking on Oakland Street – John Connet, City Manager.

City Manager Connet explained that the St Gerard House has requested the elimination of the two-hour parking limits on Oakland Street between Bearcat Boulevard and 64 West. Staff has notified all businesses and residents along this section of Oakland Street to allow them to provide input regarding this request.

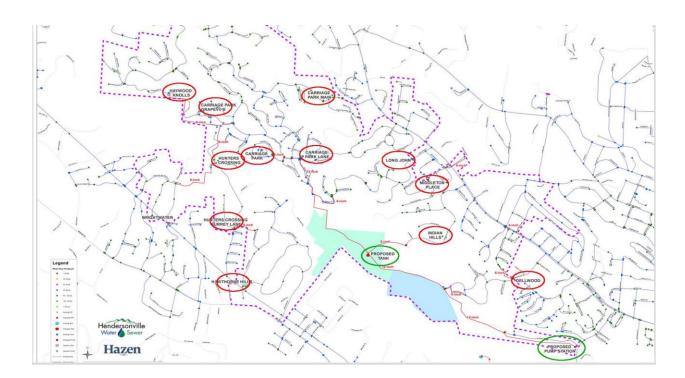
Council Member Jerry Smith moved that City Council direct staff to change the parking on Oakland Street between Bearcat Blvd. & US64 such that the west side of Oakland Street would be unrestricted and the east side of Oakland be restricted with two-hour parking and eliminate the spot in front of Merrell Family Dentistry at 713 Oakland. A unanimous vote of the Council followed. Motion carried.

B. Purchase of +/- 40 Acre Parcel +/- .84 Acre Parcel on Long John Mountain, Together with Associated Easements, for the Constructions of a Water Tank – Brent Detwiler, Public Services Director

City Council is requested to approve the attached Contract for Purchase and Sale of Real Property for (1) a +/- 40 acre parcel on Long John Mountain, shown as Tract B on the attached Preliminary Survey, and having a of PIN 9559-73-4839, and (2) a +/- 0.84 acre parcel on Long John Mountain, shown as Tract A on the attached Preliminary Survey, and having a PIN of 9559-83-2386, together with associated easements, for the construction of a water tank.

The construction of a water tank in this area is recommended in the City's Water System Master Plan. As a condition of the purchase, the City will agree to work with Conserving Carolina to place a conservation easement over the parcel.

Brent Detwiler, Public Services Director, gave a brief presentation on the proposed project and the proposed conservation easement.



Long John Mountain Water Project

GOAL:

- Project identified in 2017 Water
 System Master Plan
- Connect the valley along NC 191
 with the valley along US 64
- Construction of water line, at-grade water storage tank, and pump station

BENEFITS:

- Elimination of approximately 11 existing pump stations and 2 tanks
- 20-year present worth operational savings of over \$2.7M
- Significant decrease in power consumption

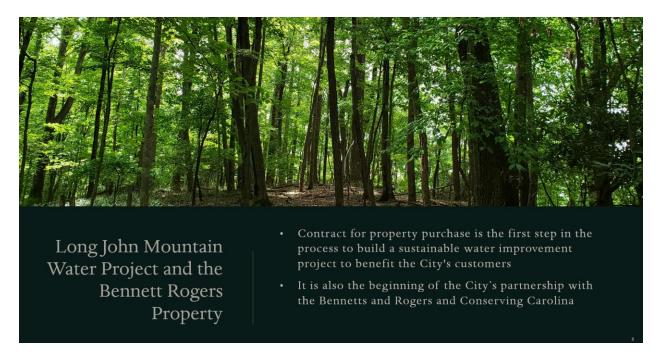
Bennett Rogers Property

CONSERVING CAROLINA

- Approached the City several years ago to try to conserve additional land on Long John Mountain
- Working with the City and the property owners to incorporate further conservation efforts on the mountain

GLENN AND DEBORAH BENNETT AND MARTHA AND WAYNE ROGERS

- Grandfather purchased the property decades ago
- Their family is interested in helping the City provide enhanced service to its customers while ensuring conservation of the property





Council Member Lyndsey Simpson moved that City Council to adopt the Resolution By The City of Hendersonville City Council to Authorize the City Manager to Enter into a Contract for the Purchase of a +/- 40 Acre Parcel and a +/- 0.84 Acre Parcel on Long John Mountain as presented. A unanimous vote of the Council followed.

Resolution #R-23-102

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A +/- 40 ACRE PARCEL AND A +/- 0.84 ACRE PARCEL ON LONG JOHN MOUNTAIN

WHEREAS, the City of Hendersonville is desirous of purchasing a +/- 40 acre parcel of land located on Long John Mountain, being that real property described in that deed recorded in Deed Book 708 at Page 335 of the Henderson County Registry, having a tax PIN of 9559-73-4839, together with associated easements (the "Subject Property"); and

WHEREAS, the City of Hendersonville also is desirous of purchasing a +/- 0.84 acre tract of land, being that real property described in Deed Book 1117 at Page 165 of the Henderson County Registry, also being shown as Tract A on that plat recorded in Plat Cabinet C at Page 278A of the Henderson County Registry, having a tax PIN of 9559-83-2386 (the "Small Bennett Tract"); and

WHEREAS, the City has offered to pay NINE HUNDRED SEVENTY THREE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$973,300.00) as consideration for the Subject Property and the Small Bennet Tract, and the Property Owners are in agreement; and

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

- 1. The Contract for Purchase and Sale of Real Property between the City of Hendersonville, Glenn N. Bennett, and wife, Deborah S. Bennett, and Martha Bennett Rogers for the Subject Property and the Small Bennett Tract, having as the sale price the total sum of \$973,300.00 is hereby approved as presented.
- The City Manager is authorized to enter execute the contract, with such changes as he deems appropriate, in consultation with the City Attorney, provided such changes do not place any financial obligation on the City beyond that contemplated by the terms of the Contract as presented.

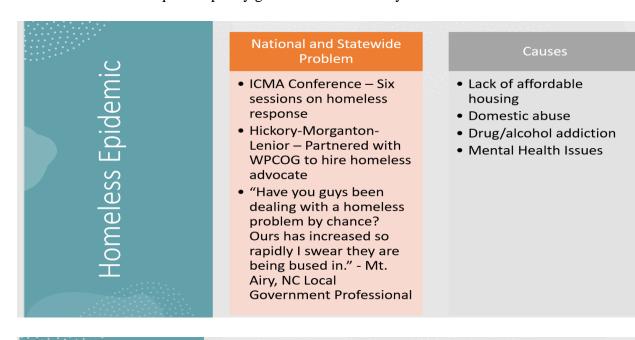
3. The Mayor, City Manager, City Attorney, and City Clerk are authorized to execute such other contracts, and deeds and any and all other documents, and to take any and all actions, reasonably necessary to carry out the terms of the approved Contract, including but not limited to making conveyances and reasonable expenditures for costs and expenses, including reasonable closing costs and reasonable due diligence costs, for the purposes stated herein.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of October, 2023.

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

C. Update Regarding Unhoused (Homeless) Population in Hendersonville – Various Staff

City staff gave an update regarding interaction with unhoused (homeless) population in Hendersonville and requested policy guidance from the City Council.



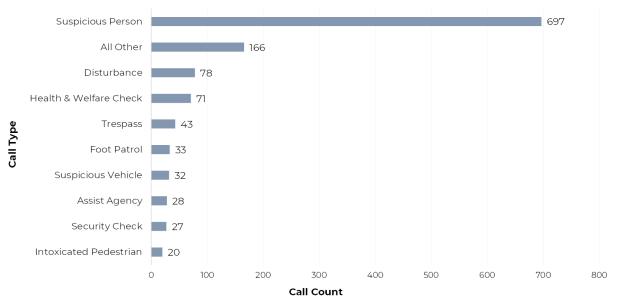
Crime and Vandalism Panhandling Camping on public and private properties Drug overdoses Feeling unsafe Ruining downtown atmosphere

How are we responding?

- Law Enforcement Interactions
- Code Enforcement
- Homeless Committee
- Affordable Housing Projects
- Local Ordinances



Hendersonville Police Department Calls for Service



Homeless Camp – Code Enforcement Procedure Upon Complaint

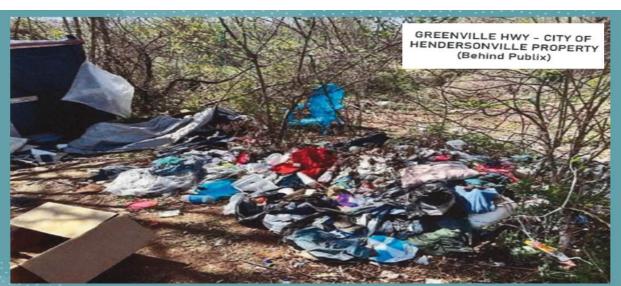
- Site Visit (Confirm Validity of Complaint)
- If Occupied Request HPD assistance
- Photograph Site
- Send mailed Notice to Property Owners; and/or contact via email/phone if contact known
- Send email notice to Blue Ridge Community Health Services (https://www.brchs.com/street-outreach/)
- Continue monitoring and follow up with property owner
- Advise Property Owner on maintenance and on-going monitoring of the property to avoid recurrence of camps.

Enforcement Authority

- City Boundary
 - Noxious Weeds and Similar
 Nuisances (Sec. 26-36 to Sec. 26-41)
 - Illegal Use; Zoning Compliance (Sec. 9-1 to Sec. 9-8)
- Extra Territorial Jurisdiction
 - Illegal Use; Zoning Compliance (Sec. 9-1 to 9-8)

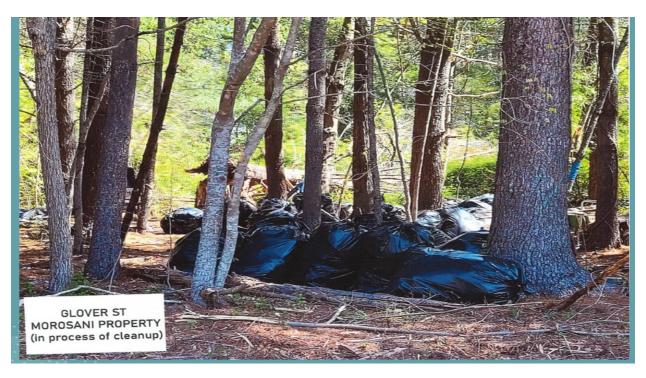
DATE	ADDRESS	OWNER CONTACT	OCCUPANT	NOTES	VACATED	AMT OF DEBRIS REMOVED	COST OF CLEAN UP
10/25/2022	0 BROWNING AVE	SHARON HEPTIG	STACY HARDIN COX	CAMPING ON VACANT LOT OWNED BY STEPMOTHER - STACY IS ON PROBATION/PAROLE	x		
10/31/2022	414 N. MAIN ST	SHELLE ROGERS	BILLI JO CLAYTON II & SUMMER HALIBURTON	10/31/2022 - VISITED STORE AND W/OCCUPANT - LIVING UNDER BACK STEPS IN ALLEY WITH TARPS SET UP	x		
12/12/2022	1830 ASHEVILLE HWY	ALEX (BAY BREEZE) - EFFIE CONSTANTINOU	UNKNOWN	12/10/2022 - LT. LAWS MADE CONTACT WITH HOMELESS. 12/12/2022 I WENT TO SITE AND TOOK PHOTOS - DID NOT GO DIRECTLY TO CAMP AREA EFFIE SIGNED AUTHORITY TO REMOVE 12/19/2022	3/2/2023		7,000.00
2/3/2023	957 SPARTANBURG HWY	DUKE ENERGY - DAVID SANFORD	5 CAMPS LOCATED TO THE REAR OF THE PARCEL -	AT LEAST 3 SEPARATE CAMPS WITH A LARGE AREA OF REFUSE IN THE MIDDLE POSSIBLY AN OLD CAMP	3/1/2023		24,294.00
3/2/2023	1ST AVE E	RAIL ROAD ROW	ONE PERSON FOUND DECEASED IN TENT	3/6/2026 - WENT W/HPD ESCORT AND TOBY LINVILLE TO REMOVE THE TENTS AND BELONGINGS	3/6/2023	540#	
3/20/2023	SUBSTATION	DUKE ENERGY - DAVID SANFORD					
3/21/2023	GLOVER ST - PIN 9578-15-9187	M REALTY LLC - GEORGE MOROSANI	VACANT LAND	3/21/2023 - SITE VISIT - PHOTOS - SPOKE W/MR. MOROSANI HE WILL HAVE A CREW CLEAN IT UP - NOTICE OF VIOLATION SENT	5/13/2023		13,305.00
4/4/2023	715 GREENVILLE HWY	RICHARD HERMAN - SOUTH MARKET	VACANT LAND	OFFICER NIX REMOVED 6 PEOPLE FROM PROPERTY ON SUNDAY - NOTICE OF VIOLATION SENT			
	443 KANUGA RD			COUNTY CLEAN UP	Mar-23	220	
	512 KANUGA RD			COUNTY CLEAN UP	Mar-23	440	
4/12/2023	957 SPARTANBURG HWY	RAIL ROAD ROW		3 TENTS REPORTED 7 AM 4/12/2023 - HPD RESPONDING			
6/15/2023	WHITE ST BRIDGE	DOT / CITY		UNDER THE BRIDGE BETWEEN FRESH MARKET AND PUBLIX			
7/16/2023	608 SPARTANBURG HWY S MAIN & 176	KENNETH YOUNGBLOOD	MICHAEL LOLLIS (11/13/1986)	MICHAEL LOLLIS (11/13/1986) ARRESTED FOR LITTERING; FORWARDED TO TRISHA ECKLAND	8/3/2023		
6/10/2023	610 SPARTANBURG HWY	BOYD HYDER		CONNECTS TO CAMP BEHIND 608	8/3/2023		
9/25/2023	00 1ST AVE E	MICHAELIAN HOME INC		6 TENTS LOCATED OFF THE RAILROAD BED; PIN 9568-97-3263 - SPOKE W/JASON SUMNER (OWNER) 828-697-7741 EXT 228 ON 9/26/2023 - HE WILL HAVE THIS CLEANED UP			
9/18/2023	3RD AVE & N GROVE	MANSOURI PROPERTY	AMANDA LEE MURPHY & CURTIS PERKINS	PIN 9568-87-5739 - 1 TENT; HAMMOCK AND OTHER BELONGINGS UNDER A TARP - AMANDA LEE MURPHY WAS SLEEPING IN THE HAMMOCK CURTIS PERKINS WAS IN THE CAMP - TOLD TO VACATE 9/18/2023	9/21/2023	N/A	N/A
9/26/2023	614 SPARTANBURG HWY (VACANT	STUART RUBIN TRUST	HERMAN MILLER (He was at the camp behind Duke Property)	Letter to property owner			

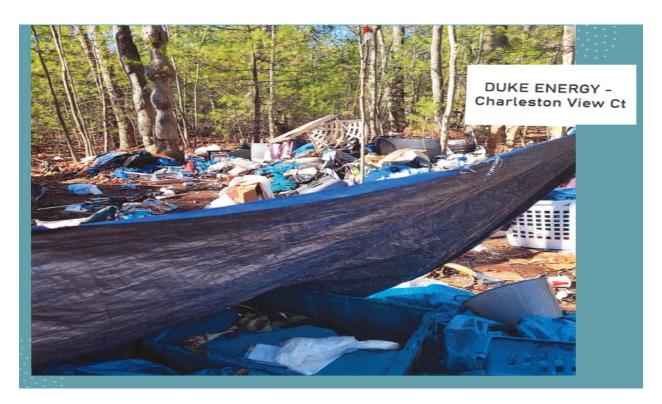
















Homeless Committee

- Governmental and Non-Profit Agencies meet quarterly to discuss homeless issues.
 - Developed resource brochure
 - Developed process to involve crisis counselors when cleaning up camps
 - Established 14 day posting period when cleaning up camps on public property.
 - Review current trends with local homeless population
 - Generated support for Connections Center
 - Support Place in Time Count
 - We need more data!

Data



DATA ARE CRITICAL FOR IDENTIFYING PROBLEMS AND EVALUATING OUTCOMES



DATA SYSTEMS, PARTICULARLY AT THE LOCAL LEVEL, ARE FRACTURED AND LIMITED



HIRING TECHNICALLY CAPABLE TEAMS IS CHALLENGING

Affordable Housing

- Housing Assistance Corporation
 - Oklawaha Village
 - Apple Ridge
 - Allen Street and 1st Avenue
 - Beech Street
- Low Income Housing Tax Credit Projects
- Elephant in the room
 - Limited temporary housing
 - Low Barrier vs. High Barrier Shelters
 - Build it and they will come?

Local Ordinances

- Solicitation in Public / Panhandling
 - Sidewalks
 - Public Right of Way
- Blocking Sidewalks
- Urinating and Defecating in Public
- Trespassing
- Disturbing the Peace
- Criminal Statutes

Cross-Sector Partnerships





What's Next?

- Policy Statement
 - "Individuals have the right to be homeless, but they do not have the right to be a nuisance." Chief Blair Myhand
- Strategic Plan
- Review City Ordinances
 - Camping in public parks
 - Authority to Act
- Improve Partnerships (Connections Center)
 - Affordable Housing
 - Mental Health/Drug Treatment
 - Public Health

10. BOARDS/COMMITTEES/COMMISSION

Jill Murray, City Clerk, explained that there is a vacancy on the Environmental Sustainability Board for a "city" resident. Logan Secord has applied and his application is attached for your review.

Council Member Lyndsey Simpson moved that the City Council appoint Logan Secord to the vacant spot on the Environmental Sustainability Board.

11. <u>CITY MANAGER REPORT</u> – John F. Connet, City Manager

A. September 2023 Contingency Report – John Connet, City Manager

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 appropriation was made due to legal fees invoiced by the NCLM:

- 1. Decrease Fund 010 contingencies by \$2,031 for Professional Services- Legal
 - a. Increase 010-1535-519102 by \$2,031

Mr. Connet added that we had to upgrade the water shortage alert today in accordance with our water shortage plan, as the Mills River continues to drop so we're asking folks to limit outside watering, washing of cars, any non-essential uses until we get some rain. He also reminded Council that the Laura Corn Mini-Gold opening is October 19th and I think you'll be very pleased with how we remembered Laura Corn and the history of mini-golf, as well as, the community in general with some of the elements on the holes and we are particularly proud of it.

12. CITY COUNCIL COMMENTS

Jerry Smith gave his resignation to the City Council board. He wished everyone well and thanked everyone. Mayor Volk read a Resolution of Appreciation and he was given a rocking chair for his 14 years of service.

13. CLOSED SESSION

Council member Jerry Smith moved that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (1) and (6) 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 and to consider the qualifications, competence, performance, character, fitness of an individual public officer or employee.

14. ADJOURN

of the Counc	, ,	s adjourned at 9:18 p.m. upon unammous assem
		Barbara G. Volk, Mayor
ATTEST:	Jill Murray, City Clerk	





MINUTES

October 25, 2023

SECOND MONTHLY MEETING OF THE CITY COUNCIL CITY OPERATIONS CENTER | 305 WILLIAMS ST. | 4:00 p.m.

<u>Present:</u> Mayor Pro Tem Lyndsey Simpson and Council Members: Dr. Jennifer Hensley & Debbie

O'Neal-Roundtree

Staff Present: City Manager John F. Connet, Assistant City Manager Brian Pahle, City Clerk Jill Murray,

Communications Coordinator Brandy Heatherly, Budget Manager Adam Murr and others.

Via Zoom: Barbara G. Volk, Mayor

1. CALL TO ORDER

Mayor Pro Tem Lyndsey Simpson called the meeting to order at 4:00 p.m. and welcomed those in attendance. A quorum was established with all members in attendance.

2. CONSIDERATION OF AGENDA

Council Member Debbie O'Neal-Roundtree moved to approve the agenda as presented. A unanimous vote of the Council followed. Motion carried.

3. PRESENTATIONS

A. Neighbors for More Neighbors Wnc – Susan Bean, Mountain True

Susan Bean from Mountain True and Nancy Diaz gave a brief PowerPoint presentation regarding potential types of affordable housing in existing neighborhoods.



From 1976 to 2006, land development in the North Carolina mountains increased 568 percent - from 34,348 acres to 229,422 acres

Population, meanwhile, increased only 42 percent



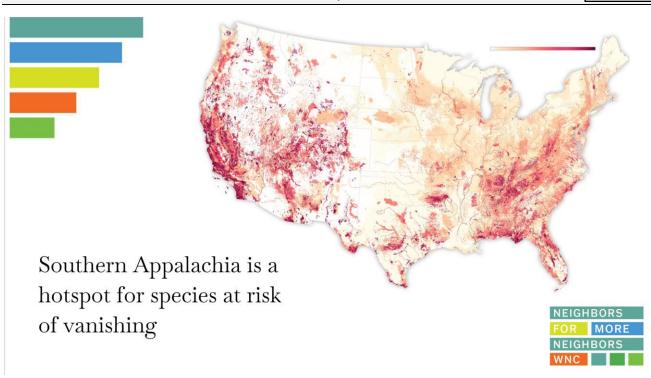


- Housing starts peaked in absolute terms in 1972
- National shortage estimates:
 - o Freddie Mac 3.8 million homes
 - o Frannie Mae 4.4 million homes



- The WNC Housing Needs
 Assessment from 2021 has Hendersor
 County with the second highest
 rental and for-sale housing gaps in
 the region (HUD format)
 - Rental: 2,008 family units and 805 senior units
 - For-Sale: 1,184 family units and
 710 senior units





Missing Middle Housing







Allow more homes on every lot that allows a single-detached house
Allow one or more accessory dwelling units on all residential lots
Allow apartments or mixed-use developments in more places
Allow apartments & mixed-use developments to include more homes
Remove or reduce minimum lot sizes & allow fee-simple lot division

Allow manufactured homes everywhere

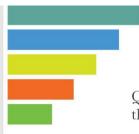
Allow very small homes



Hawkins Points Example







Q: As you look into the future, what are the top three things you are most concerned about for Hendersonville?



MT Recommendation: Consider including Environmental Health & Housing among your 3 selections. Prioritizing and investing in environmental protection is critical to making us more resilient to climate change challenges and maintaining Hendersonville residents' health. Housing for all the reasons shared previously.







Q4: Where in Hendersonville do you think new development (homes, jobs, etc.) should occur?



MT Recommendation: Please consider choosing "Within the existing city limits with increased density."

Q8: what housing types (beyond single-family houses) does Hendersonville need to ensure residents can find housing to match their life stage?

MT Recommendation: Please consider including "Missing Middle Housing" among your selections.





Lynn MacFarland and Diane Silver gave a brief PowerPoint presentation regarding Ranked Choice Voting.

Who or what is Better Ballot NC?

BBNC is...

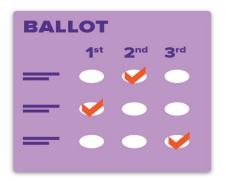
a non-partisan advocate for ranked choice voting, to give voters greater choice, a greater voice, and a more representative democracy for all.

Overview:

- Ranked Choice Voting
- Quick history of RCV in Hendersonville
- Relevance today
- Proposed action

Ranked Choice Voting

Voters rank the candidates.

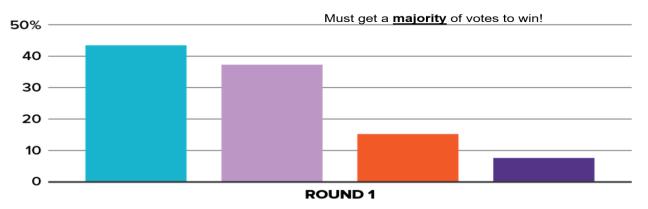


Rank your Choices!

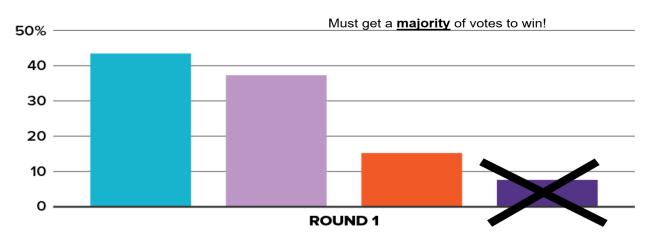
Fill in only one oval in each row and one in each column. Rank as many or few as you wish.

	1st Choice	2nd Choice	3rd Choice	4th Choice	5th Choice	6th Choice
John Doe	0	0	0	0	0	0
Jane Smith	0	0	0	0	0	0
Mo Morris	0	0	0	0	0	0
Sarah Somebody	0	0	0	0	0	0
Dave Davis	0	0	0	0	0	0
Robin Roberts	0	0	0	0	0	0

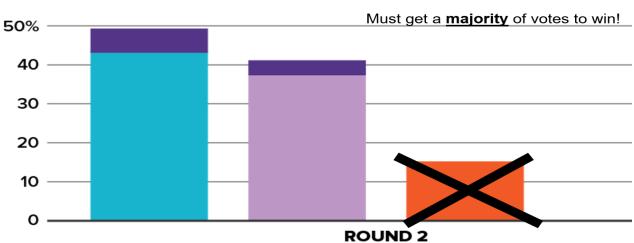
How it works (single winner)



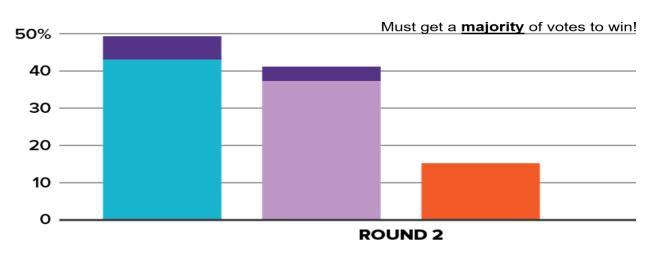
How it works (single winner)



How it works (single winner)



How it works (single winner)



How it works (single winner)



Ranked Choice Voting offers these advantages:

For Voters:

- More choice
- Eliminates spoiler effect
- Changes political incentives more positive campaigns
- Participation for overseas voters
- Majority winners

For Candidates:

- Issue-focused; less defense
- Reduces weaponization of "being primaried"
- Run collaboratively with likeminded candidates
- Allows nuanced platforms



RCV in Hendersonville:

- Pilot program 2007 2011
- Multi-seat provision: 5 members on City Council with one at-large jurisdiction.
- Used it for 2 elections.
- Appeared to be well-accepted:
 - Exit polls: 85% preferred ranking.
 - City council voted to "re-up" during the pilot.
- Pilot program sun-setted in 2012.

Relevance today:

Requirement to switch elections to even years

- Request from County to move primaries to the spring
- Longer campaign season for candidates and voters

RCV consolidates voting into a single election in November

- Shorter campaign season for everyone
- Saves money -- 2021 primary: \$17,000

VOLUME 26

Adam Steurer introduced David Hyder of Stantec who gave a brief PowerPoint presentation regarding water and sewer system development fees.

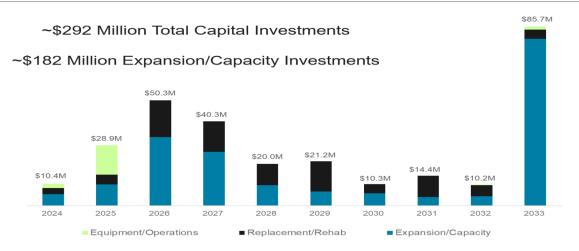
System Development Fees

- Fees charged for new connections joining the water and wastewater system and connections requiring additional system capacity
- Intended to recover the cost of constructing water and wastewater capacity, "growth pays for growth"
- Fees are applied based on units of service (representing potential demand on utility system / large user vs. small user)
- Hendersonville charged SDFs until 2016

System Development Fee Considerations

- SDFs allow community to recover at least a portion of cost of constructing system infrastructure
- Lack of SDFs places full cost of infrastructure on user rates
- SDFs have potential impact on development but are very common in North Carolina
 - 81 NC utilities charge SDFs (2018/2019)
- Requirements and limitations on the use of SDFs given legislation
 - Analysis prepared by financial professional
 - Public comment period and public hearing
 - Separate tracking of revenues from SDFs
 - Limitations on use of proceeds depending on approach

Capital Improvement Plan FY2023



Approach / Methodologies

Methodology	Description	Appropriate For
Buy-In Method	Fees are based on cost of constructing existing utility system	System with ample existing capacity to sell
Incremental Cost Method	Fees are based on planned growth- related capital improvements	System with limited or no existing capacity to sell
Combined Method	Fees are based on cost of existing system and planned capital improvements	System with existing capacity to sell and with planning growth-related capital projects

Recommend the use of the combined method for water and sewer SDFs for City

Combined Method SDF Calculation

System Development Fee = Value of System - Credit

System Capacity

1) Value of Utility System

- Depreciated value of current assets in place, escalated to current replacement cost
- Plus: The value of future planned capital projects that will add capacity to the system (10-Year Capital Plan)

2) Credits

- Outstanding principal on existing utility debt
- NPV of principal on future debt over planning period (must equal at least 25% of expansion capital projects, if not additional credit required
- Donated/contributed and non-core system assets

3) System Capacity

 Total capacity in the utility system measured in units of service (Equivalent Residential Units or ERUs) with the existing system and expansion of the system

Units of Service

Water System (based on system demands)

Туре	Average Consumption (gpd)
Single Family (1 equivalent residential unit - ERU)	136
Multi-Family	85
Mobile / Manufactured Home	133

Water System ERU Calculation				
Daily Usage per ERU (gpd)	136			
Max Day Peaking Factor	1.5			
Peak Day Usage per ERU (gpd)	204			
Multi-Family Units (ERUs per Unit)	0.63			

Sewer System (NC Planning Requirements)

Sewer System ERU Calculation	
State Standard Flow Rate (gpd) per Bedroom	120*
Planning # of Bedrooms	2
Sewer Use per ERU (gpd)	240
Multi-Family Units (ERUs per Unit)	0.63

*Legislation was recently passed that allows for reduction down to 75 gpd

Water SDF Calculation

	Source / Treatment	Transmission / Distribution	Total
Replacement Value of Existing Depreciated Assets	\$35,827,300	\$60,665,774	\$96,493,074
Expansion Capital Projects	\$63,485,535	\$45,005,000	\$108,490,535
Total Value	\$99,312,835	\$105,670,774	\$204,983,609
Less Credits			
Outstanding Debt Principal	(\$6,704,970)	(\$11,353,414)	(\$18,058,384)
Donated and Non-Core Assets	(1,219,302)	(8,960,275)	(10,179,577)
Revenue Credit (NPV of future debt principal over period)	(29,570,505)	(20,962,580)	(50,533,085)
Net System Value	\$61,818,058	\$64,394,506	\$126,212,563
System Capacity - Million Gallons per Day*	18	18	
Level of Service per ERU (gallons per day)	204	204	
Equivalent Residential Units (ERU)	88,235	88,235	
Water System Development Fee Per ERU	\$701	\$730	\$1,431

*Includes 6 MGD WTP plant expansion

Water Calculated SDF - \$7.01 per gallon per day

Sewer SDF Calculation

	Treatment	Conveyance / Collection	Total
Replacement Value of Existing Depreciated Assets	\$28,145,176	\$35,802,595	\$63,947,771
Expansion Capital Projects	\$57,750,769	\$16,212,000	\$73,962,769
Total Value	\$85,895,945	\$52,014,595	\$137,910,540
Less Credits			
Outstanding Debt Principal	(6,446,996)	(8,201,021)	(14,648,017
Donated and Non-Core Assets	(63,282)	(2,629,945)	(2,693,227)
Revenue Credit (NPV of future debt principal over period)	(26,899,347)	(7,551,280)	(34,450,627)
Net System Value	\$52,486,320	\$33,632,349	\$86,118,669
System Capacity - Million Gallons per Day*	7.8	7.8	
Level of Service per ERU (gallons per day)	240	240	
Equivalent Residential Units (ERU)	32,500	32,500	
Wastewater System Development Fee Per ERU	\$1,615	\$1,035	\$2,650

*Includes 3 MGD WWTP plant expansion

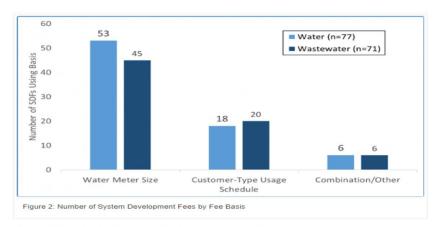
Sewer Calculated SDF - \$11.04 per gallon per day

Assessment of System Development Fees

- SDFs must be applied based on units of service (represents potential demand)
- SDFs can be scaled by:
 - American Water Works
 Association (AWWA) meter
 equivalents
 - Heated square footage
 - o Customer type
 - o Combination of methods

Meter size	Equivalent Residential Units (ERU)
3/4"	1.00
1"	1.67
1 1/2"	3.33
2"	5.33
3"	11.67
4"	21.00
6"	43.33
8"	93.33
Multi-Family (per unit)	0.63

Survey - SDF Assessment Basis



Source: UNC School of Government Environmental Finance Center.

System Development Fees in North Carolina After the New Law. September 24, 2019

Scaling Water Service

Water System (based on historical demands)

Property Type	Average Usage (gpd)	Peaking Factor	Max Day Units of Service (gpd)
Single Family (Heated sq. ft.)			
<1,000	118	1.50	178
1,000 - 1,500	127	1.50	190
1,501 - 2,000	129	1.50	194
2,001 - 2,500	137	1.50	206
2,501 - 3,000	143	1.50	214
3,001 - 3,500	153	1.50	230
3,501 - 4,000	164	1.50	246
Over 4,000	189	1.50	284
Multi-Family per unit	85	1.50	128
Mobile/Manufactured Home	133	1.50	200
Non-Residential (3/4" water meter)	237	1.50	356

Scaling Sewer Service

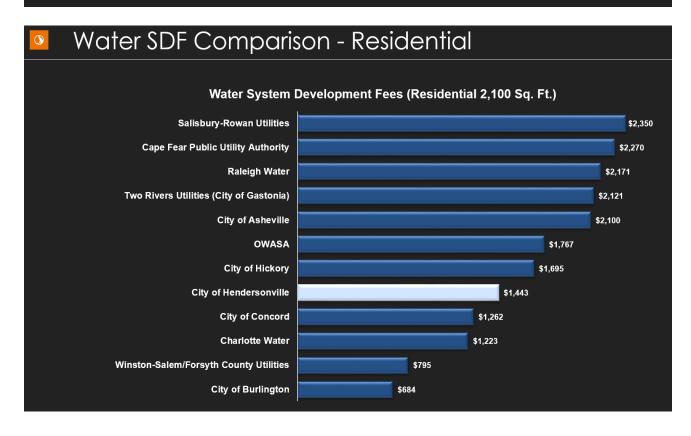
Sewer System (based on NC planning requirement and historical demands)

Cower Cyclem (Based on the planning requirement and meterical demands)								
Property Type	Water Use Ratios	Units of Service (gpd)						
Single Family (Heated sq. ft.)								
<1,000	87%	209						
1,000 - 1,500	93%	223						
1,501 - 2,000	95%	228						
2,001 - 2,500	101%	242						
2,501 - 3,000	105%	252						
3,001 - 3,500	113%	271						
3,501 - 4,000	121%	289						
Over 4,000	139%	334						
Multi-Family per unit	63%	150						
Mobile/Manufactured Home	98%	235						
Non-Residential (3/4" water meter)	174%	418						

Water Use Ratio : Property Type Usage / ERU usage of 136 gpd

Residential Calculated SDFs Dwelling Heated Sq Ft Calculated Water SDF Calculated Wastewater SDF **Combined SDF** <1000 \$1,247 \$2,309 \$3,555 1,000 - 1,500 \$1,332 \$2,466 \$3,797 1,501 - 2,000 \$2,517 \$3,876 2,001 - 2,500 \$2,672 \$4,115 \$1,443 2,501 - 3,000 \$1,500 \$2,778 \$4,278 3,001 - 3,500 \$1,613 \$2,987 \$4,600 3,501 - 4,000 \$3,193 \$4,981 \$1,724 4.000+ \$3.689 \$ 5,681 \$1,992 Multi-Family \$894 \$1,656 \$2,551 (per unit)

o	Non-Residential Calculated SDFs									
			21.11.1							
	Meter Size	Calculated Water SDF	Calculated Wastewater SDF	Combined SDF	Current No. of Non-Res. Customers					
	3/4"	\$2,494	\$4,618	\$7,112	1784					
	1"	\$4,156	\$7,697	\$11,853	378					
	1 ½"	\$8,312	\$15,393	\$23,706	271					
	2"	\$13,300	\$24,629	\$37,929	113					
	3"	\$29,093	\$53,877	\$82,970	22					
	4"	\$52,368	\$96,978	\$149,347	12					
	6"	\$108,062	\$200,114	\$308,176	11					
	8"	\$232,748	\$431,015	\$663,763	0					
	10"	\$349,122	\$646,522	\$995,644	0					





Full Cost: SDF and Tap Fee

Installation	Single Family Size	Calculated Water SDF	Calculated Sewer SDF	Water Tap/Meter	Sewer Tap	Total Cost
City-Installed (3/4") meter	2,001 - 2,500	\$1,443	\$2,672	\$1,625	\$1,600	\$7,340
Developer- Installed (3/4" meter)	2,001 - 2,500	\$1,443	\$2,672	\$350	\$0	\$4,465

Rate Forecasts

	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	FY 32	FY33
No SDF					•			•	
Water Rate increase	11.00%	11.00%	11.00%	11.00%	11.00%	11.00%	3.00%	3.00%	3.00%
Sewer Rate Increase	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%	3.00%	3.00%	3.00%
High Case (with SDF)									
Water Rate increase	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	3.00%	3.00%	3.00%
Sewer Rate Increase	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	3.00%	3.00%	3.00%
Mid Case (with SDF)									
Water Rate increase	9.50%	9.50%	9.50%	9.50%	9.50%	9.50%	3.00%	3.00%	3.00%
Sewer Rate Increase	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	3.00%	3.00%	3.00%
Low Case (with SDF)									
Water Rate increase	10.25%	10.25%	10.25%	10.25%	10.25%	10.25%	3.00%	3.00%	3.00%
Sewer Rate Increase	11.25%	11.25%	11.25%	11.25%	11.25%	11.25%	3.00%	3.00%	3.00%

- 1. "High" Assumption Based on current level of development at 80% completion rate
- 2. "Mid" Assumption Based on current level of development at 60% of completion rate3. "Low" Assumption Current level of development at 20% completion rate over next 2 years

Customer Impacts - Residential (5,000 gallons per month)

	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	FY 32	FY33
No SDF									
Monthly Bill	\$61.83	\$68.98	\$76.95	\$85.87	\$95.81	\$106.89	\$110.10	\$113.40	\$115.65
High Case (with SDF)	1								
Monthly Bill	\$60.72	\$66.54	\$72.91	\$79.88	\$87.52	\$95.90	\$98.79	\$101.77	\$103.78
Annual Difference	\$13	\$29	\$48	\$72	\$99	\$132	\$136	\$140	\$142
Mid Case (with SDF)								Cumulative	\$812
	\$60.97	\$67.11	\$73.88	\$81.31	\$89.50	\$98.52	\$101.50	\$104.53	\$812 \$106.57
Monthly Bill	-	\$67.11 \$22	-	\$81.31 \$55	\$89.50 \$76		\$101.50 \$103		·
Mid Case (with SDF) Monthly Bill Annual Difference	\$60.97 \$10	\$67.11 \$22	\$73.88 \$37	\$81.31 \$55	-	\$98.52 \$100		\$104.53	\$106.57
Monthly Bill	-	-	-	-	-			\$104.53 \$106	\$106.57 \$109
Monthly Bill Annual Difference	-	-	-	-	-			\$104.53 \$106	\$106.57 \$109
Monthly Bill Annual Difference Low Case (with SDF)	\$10	\$22	\$37	\$55	\$76	\$100	\$103	\$104.53 \$106 Cumulative	\$106.57 \$109 \$619

- 1. "High" Assumption Based on current level of development at 80% completion rate
- 2. "Mid" Assumption Based on current level of development at 60% of completion rate
- 3. "Low" Assumption Current level of development at 20% completion rate over next 2 years

Customer Impacts - Non-Res (80,000 gallons per month)

	EV 05	EV 00	EV 07	EV 00	EV 00	EV 00	EV 04		E\/00
N 005	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	FY 32	FY33
No SDF									
Monthly Bill	\$1,105	\$1,233	\$1,376	\$1,535	\$1,714	\$1,913	\$1,970	\$2,029	\$2,089
High Case (with SDF)									
Monthly Bill	\$1,086	\$1,189	\$1,304	\$1,429	\$1,567	\$1,717	\$1,769	\$1,822	\$1,875
Annual Difference	\$236	\$520	\$864	\$1,276	\$1,767	\$2,346	\$2,415	\$2,484	\$2,560
								Cumulative	\$14,467
Mid Case (with SDF) Monthly Bill	\$1,090	\$1,200	\$1,321	\$1,454	\$1,602	\$1,764	\$1,817	\$1,872	# 4.007
Annual Difference	\$177	¢202	4						\$1,927
	\$111	\$393	\$658	\$972	\$1,345	\$1,787	\$1,836	\$1,885	\$1,927 \$1,943
	φιτι	 \$393	\$658	\$972	\$1,345	\$1,787	\$1,836	\$1,885 Cumulative	\$1,943
Low Case (with SDF)	<i>\$111</i>	\$393	\$658	\$972	\$1,345	\$1,787	\$1,836	1 . ,	\$1,943
Low Case (with SDF) Monthly Bill	\$1,098	\$1,217	\$658 \$1,350	\$972 \$1,496	\$1,345 \$1,658	\$1,787 \$1,838	\$1,836 \$1,893	1 . ,	\$1,943 \$10,995
								Cumulative	. ,

- 1. "High" Assumption Based on current level of development at 80% completion rate
- 2. "Mid" Assumption Based on current level of development at 60% of completion rate
- 3. "Low" Assumption Current level of development at 20% completion rate over next 2 years

Use of SDFs

- SDF revenues can only be used for capital related expenditures including:
 - o Cash funded capital projects (growth-related and rehabilitation)
 - o Annual debt service
- SDF revenues can be pledged as revenues to support debt service coverage requirements
- SDF revenues must be account for in a separate fund (capital reserve fund) and use of funds should be tracked
- Common practice to cash fund growth related projects with SDFs resulting in reduced costs (avoided interest expense)

SDF - Key Takeaways

- Fees assessed to new connections or connections requiring additional capacity.
- Fees recovers costs necessary for system expansion and additional capacity
 "Growth pays for Growth"
- · Lack of SDFs places full cost of infrastructure on user rates
- Reduction in future rate increases possible along with reduced borrowing requirements
- · Fees assessed equitably based on demands placed on the systems

Process and Engagement

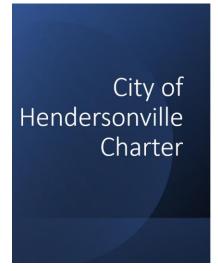
- October 2022 System Development Fee 101 presentation
- · April 2023 Initial SDF results presentations
- Summer 2023 Introduction presentations
- September 4, 2023 SDF Report posted online for public comment (no comments received)
- October 2023 Final presentations

Group	Action	Date	Time
Business Advisory Committee (BAC)	Intro. presentation	07/10/23	11:30am
Water & Sewer Advisory Council (WSAC)	Intro. presentation	07/24/23	6:00pm
City Council	Intro. presentation	08/23/23	4:00pm
City Staff	Analysis published on website	09/04/23	5:00pm
Business Advisory Committee (BAC)	Final presentation & board recommendations	10/09/23	11:30am
Water & Sewer Advisory Council (WSAC)	Final presentation & board recommendations	10/23/23	6:00pm
City Council	Second presentation & board recommendation	10/25/23	4:00pm
Chamber of Commerce-Public Policy Committee	e Final presentation	10/26/23	8:30am
City Council	Final presentation/adoption	01/04/24	5:45pm

City Manager Connet explained that this is due to be on Council's agenda in January and the policy decisions for Council will be do we reinstate system development fees and at what level?

D. City Council Member Replacement Process Update – John Connet, City Manager and Angela Beeker, City Attorney

Due to the current vacancy on City Council, City Attorney Angela Beeker did a brief PowerPoint Presentation on Filling A Vacancy on City Council.

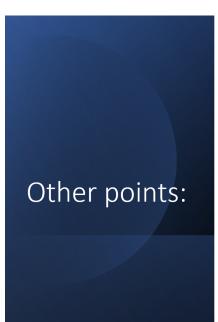


Article III – Mayor and City Council

Sec. 3.3(c) In the event a vacancy occurs in the office of mayor, the remaining members of the Council shall by majority vote choose from their own members his successor for the unexpired term. Any vacancy in the office of council members shall be filled by majority vote of the mayor and the remaining members of the council until the next election.



"A vacancy that occurs in an elective office of a city shall be filled by appointment of the city council. If the term of the office expires immediately following the next regular city election, or if the next regular city election will be held within 90 days after the vacancy occurs, the person appointed to fill the vacancy shall serve the remainder of the unexpired term. Otherwise, a successor shall be elected at the next regularly scheduled city election that is held more than 90 days after the vacancy occurs, and the person appointed to fill the vacancy shall serve only until the elected successor takes office. The elected successor shall then serve the remainder of the unexpired term."



- The vacancy on City Council must be filled by City Council. The method chosen to fill the vacancy is at the discretion of City Council.
- The person appointed will serve until the next election (through November 2024).
- The seat will be filled by election at the November 2024 election. The person elected will serve for the remainder of the term for the vacant seat (through November of 2026)
- The seat will be elected separately from the other two seats that are up for election in November of 2024.
- All seats will be elected using the same method, likely the plurality method (assuming S68 passes).
- The filing period for the newly vacant 2-year seat, and for the upcoming vacancies in two 4-year-term seats, will likely be December 4-15, 2023 (again assuming S68 passes).

4. ADJOURN

There being no further business, the meeting was adjourned at 5:09 p.m. upon unanimous assent of the Council.

	Barbara G. Volk, Mayor
ATTEST:	



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Amanda Lofton **MEETING DATE:** 11/2/2023

AGENDA SECTION: CONSENT DEPARTMENT: Finance

TITLE OF ITEM, Henderson County Tax Adjustments -Amanda Lofton, Deputy Tax

Presenter Name, Title: Collector

SUGGESTED MOTION(S): I move that City Council resolve to direct and authorize the tax releases

submitted by Henderson County Tax Collector as presented and relieve the Henderson County Tax Collector and the Deputy Tax Collectors of

the charges owed.

SUMMARY:

The Deputy Tax Collector, Amanda Lofton, would like to submit for your approval the tax bill adjustments occurring between September 1, 2023 and September 30, 2023. These adjustments include all Discoveries, Releases, Refunds, and Forgiven Interest. These adjustments were provided by Henderson County Tax Department. Documentation is available in the Tax Office.

BUDGET IMPACT: \$ 0.00

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

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:

Summary Total of Tax Adjustments

NCPTS Pending Release/Refund Report. Tuesday, September 19, 2023*

TAX DISTRICT	OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	DISTRICT CODE	LEVY TYPE	BILLED	PAID	RELEASE
CITY OF	CHAPPUIS, DAVID W.	0003085684-2023-2023-0000	BER DECISION	(\$115,700)	8700	JURSC10	TAX	\$3,102.19	\$0.00	\$566.93
HENDERSONVILLE							LATE LIST FEE	\$0.00	\$0.00	\$0.00
							TOTAL:			\$566.93
							ABSTRACT TOTAL:	\$566.93		
		OWNER TOTAL		\$0						\$566.93
		0000326406-2023-2023-0000	BER DECISION	(\$13,200)	8690	JURSC10	TAX	\$129.36	\$0.00	\$64.68
	(HIGHLANDS) WMS LLC A NC						LATE LIST FEE	\$0.00	\$0.00	\$0.00
	ttc						TOTAL:			\$64.68
									ABSTRACT TOTAL:	\$64.68
		OWNER TOTAL		\$0						\$64.68



HENDERSON COUNTY ASSESSOR REAL PROPERTY APPRAISAL

200 North Grove Street, Suite 94 Hendersonville, NC 28792 Phone: 828-697-4667 Fax: 828-697-4647

www.hendersoncountync.gov/tax

Harry Rising
Tax Administra

Section 5. Item B.

Kevin Hensley Assistant County Assessor

Luke Small
Deputy Tax Collector

Monday September 18, 2023

DAVID W. CHAPPUIS ALVARD T. CHAPPUIS 825 N OAK ST HENDERSONVILLE, NC 28791-3465

RE: Notice of Appeal Decision

THIS IS NOT A TAX BILL

REID:

1017184

Property Address:

825 N OAK ST HENDERSONVILLE, NC 28791

Property Description:

B B JACKSON LO1 & 2

Tax Year:

2023

Decision: Appraised Value: APPROVE \$517,400

Dear Citizen:

Per your request, the Henderson County Board of Equalization and Review has reviewed the information regarding this property. This notice reflects the results of your appeal and will be effective for January 1, 2023. The appraised value is noted above.

If you agree with the results of the appeal, you do not need to do anything else.

You may appeal the Board's decision to the North Carolina Property Tax Commission (hereinafter "Commission"). To appeal this decision, you must send one of the following to the Commission:

a) Form AV-14, "Notice of Appeal and Application for Hearing," which is available online at https://www.ncdor.gov/form-av-14-notice-appeal-and-application-hearing. The completed form must be mailed or hand delivered to the Commission. Form AV-14 cannot be electronically filed with the Commission.

OR

b) A signed letter indicating that you wish to appeal this decision. The Commission will then mail you Form AV-14, which you must complete and return to the Commission within 30 days from the date of the Commission's letter.

Your appeal (either the Form AV-14 or the signed letter) must include a copy of this Notice of Decision, and must be received by the Commission within 30 days of the date that this Notice of Decision was mailed (see above). In addition, your notice of appeal must state the grounds for your appeal, and you must send a copy of the notice of appeal to the county tax assessor [N.C. Gen Stat. 105-290(f)]. Commission rules also require that you send a copy of the notice of appeal to the county attorney. Failure to comply with all Commission rules may result in the dismissal of your appeal.

Case Number: 23-BER-8092

If your appeal is submitted by U.S. Mail, it is considered filed with the Commission on the date shown on the postmark. If your appeal is submitted by any other means, or if it does not have a U.S. Postal Service postmark showing the date of mailing, the notice is considered filed on the date it is received in the office of the Commission. A property owner who files an appeal with the Commission has the burden of proving that the appeal is timely [see N.C. Gen Stat. 105-290(g)]. A postage meter label is not a substitute for a U.S. Postal Service postmark. Failure to file your notice of appeal on time and failure to file Form AV-14 can both result in the dismissal of your appeal.

Send your appeal documents to:

North Carolina Property Tax Commission P.O. Box 871 Raleigh, NC 27602

Commission Phone Number: (919) 814-1129

Individual property owners may prepare their own notice of appeal to be filed with the Commission. Attorneys licensed to practice law in this State may also prepare, sign and file the notice of appeal with the Commission on behalf of a property owner. A tax consultant or agent is not permitted to prepare or sign the appeal on behalf of a property owner.

Business entity property owners must be represented by a North Carolina-licensed attorney, unless the business entity elects to represent itself using a non-attorney representative as permitted by G.S. 105-290(d2). A tax consultant or agent is not permitted to serve as a non-attorney representative. A business entity wishing to authorize a non-attorney representative as provided by statute must complete and file form AV-63 with the Commission within 30 days of the date that the notice of appeal was filed. The form is available online at https://files.nc.gov/ncdor/documents/files/av63_webfill.pdf.

Sincerely,

Cara Ellis Clerk, Board of Equalization and Review



HENDERSON COUNTY ASSESSOR REAL PROPERTY APPRAISAL

200 North Grove Street, Suite 94 Hendersonville, NC 28792 Phone: 828-697-4667 Fax: 828-697-4647

www.hendersoncountync.gov/tax

Kevin Hensley

Harry Rising

Section 5, Item B.

Kevin Hensley Assistant County Assessor

Luke Small
Deputy Tax Collector

Monday September 18, 2023

HENDERSONVILLE (HIGHLANDS) WMS LLC A NC LLC C/O RIVERCREST REALTY ASSOCIATES LLC 8816 SIX FORKS RD STE 201 RALEIGH, NC 27615-2983

RE: Notice of Appeal Decision

THIS IS NOT A TAX BILL

REID:

9968640

Property Address:

0 NO ADDRESS ASSIGNED HENDERSONVILLE, NC 28792

Property Description:

COMMON OPEN SPACE | HIGHLAND SQUARE PLSLD-3770B

Tax Year:

2023

Decision:
Appraised Value:

APPROVE \$13,200

Dear Citizen:

Per your request, the Henderson County Board of Equalization and Review has reviewed the information regarding this property. This notice reflects the results of your appeal and will be effective for January 1, 2023. The appraised value is noted above.

If you agree with the results of the appeal, you do not need to do anything else.

You may appeal the Board's decision to the North Carolina Property Tax Commission (hereinafter "Commission"). To appeal this decision, you must send one of the following to the Commission:

a) Form AV-14, "Notice of Appeal and Application for Hearing," which is available online at https://www.ncdor.gov/form-av-14-notice-appeal-and-application-hearing. The completed form must be mailed or hand delivered to the Commission. Form AV-14 cannot be electronically filed with the Commission.

OR

b) A signed letter indicating that you wish to appeal this decision. The Commission will then mail you Form AV-14, which you must complete and return to the Commission within 30 days from the date of the Commission's letter.

Your appeal (either the Form AV-14 or the signed letter) must include a copy of this Notice of Decision, and must be received by the Commission within 30 days of the date that this Notice of Decision was mailed (see above). In addition, your notice of appeal must state the grounds for your appeal, and you must send a copy of the notice of appeal to the county tax assessor [N.C. Gen Stat. 105-290(f)]. Commission rules also require that you send a copy of the notice of appeal to the county attorney. Failure to comply with all Commission rules may result in the dismissal of your appeal.

If your appeal is submitted by U.S. Mail, it is considered filed with the Commission on the date shown on the postmark. If your appeal is submitted by any other means, or if it does not have a U.S. Postal Service postmark showing the date of mailing, the notice is considered filed on the date it is received in the office of the Commission. A property owner who files an appeal with the Commission has the burden of proving that the appeal is timely [see N.C. Gen Stat. 105-290(g)]. A postage meter label is not a substitute for a U.S. Postal Service postmark. Failure to file your notice of appeal on time and failure to file Form AV-14 can both result in the dismissal of your appeal.

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Business entity property owners must be represented by a North Carolina-licensed attorney, unless the business entity elects to represent itself using a non-attorney representative as permitted by G.S. 105-290(d2). A tax consultant or agent is not permitted to serve as a non-attorney representative. A business entity wishing to authorize a non-attorney representative as provided by statute must complete and file form AV-63 with the Commission within 30 days of the date that the notice of appeal was filed. The form is available online at https://files.nc.gov/ncdor/documents/files/av63_webfill.pdf.

Sincerely,

Cara Ellis Clerk, Board of Equalization and Review NCPTS Pending Release/Refund Report. Wednesday, September 20, 2023*

					ADJ.	DISTRICT				
TAX DISTRICT	OWNER	ABSTRACT	NOTE	VALUE CHANGE	NUMBER	CODE	LEVY TYPE	BILLED	PAID	RELEASE
CITY OF	CLARK, KEVIN B	0003111594-2023-2023-0000	TAX PAYER CAME IN TO SUBMIT	(\$65,894)	8556	JURSC10	TAX	\$322.88	\$0.00	\$322.88
HENDERSONVILLE			INFORMAL APPEAL FORM. TAX PAYER BROUGHT IN THE BILL FROM ASHEVILLE,				LATE LIST FEE	\$32.29	\$0.00	\$32.29
			NC. THE PLANE IS CURRENTLY BEING				TOTAL:			\$355.17
		OWNER TOTAL	HELD IN BUNCOMBE COUNTY, NC AT THE ASHEVILLE AIRPORT. 08/24/2023						ABSTRACT TOTAL:	\$355.17
		OWNER TOTAL:		\$0						\$355.17
	CORNETT, JONATHAN	0003112431-2023-2020-0000	INFORMAL APPEAL SUBMITTED,PER	(\$18,100)	8611	JURSC10	TAX	\$88.69	\$0.00	\$88.69
			REGISTER OF DEEDS TAPAYER DID NOT PURCHASE PROPERTY UNTIL				LATE LIST FEE	\$35.48	\$0.00	\$35.48
			04/16/2020,TAXPAYER IS NOT DUE ANY				TOTAL:			\$124.17
			PROPERTY TAXES						ABSTRACT TOTAL:	\$124.17
		0003112431-2023-2021-0000	INFORMAL APPEAL SUBMITTED,PER	(\$18,100)	8612	JURSC10	TAX	\$94.12	\$0.00	\$88.69
			REGISTER OF DEEDS TAPAYER DID NOT PURCHASE PROPERTY UNTIL 04/16/2020,TAXPAYER IS NOT DUE ANY PROPERTY TAXES				LATE LIST FEE	\$28.24	\$0.00	\$26.61
							TOTAL:			\$115.30
									ABSTRACT TOTAL:	\$115.30
		OWNER TOTAL:		\$0						\$239.47
	EXPRESS MANAGEMENT	0003107966-2023-2023-0000	INFORMAL APPEAL SUBMITTED BECAUSE	(\$83,548)	8614	JURSC10	TAX	\$409.39	\$0.00	\$409.39
	HOLDINGS FL, LLC		BUSINESS SOLD 08/2022, TAXPAYER PROVIDE US WITH BILL OF SALE				LATE LIST FEE	\$40.94	\$0.00	\$40.94
							TOTAL:			\$450.33
									ABSTRACT TOTAL:	\$450.33
		OWNER TOTAL:		\$0						\$450.33
	FAS EXPRESS LLC	0003107929-2023-2023-0000	TAXPAYER SENT APPEAL TO SUMMER	(\$12,500)	8626	JURSC10	TAX	\$61.25	\$0.00	\$61.25
			MORROW PER EMAIL FOR PP. PROPERTY HAS BEEN SOLD SINCE 2021.				LATE LIST FEE	\$6.13	\$0.00	\$6.13
			FREIGHTLINER IS IN BUNCOMBE COUNTY				TOTAL:			\$67.38
			PER STARS SINCE NOV 2021.						ABSTRACT TOTAL:	\$67.38
		OWNER TOTAL:		\$0						\$67.38
	GENEVA CAPITAL, LLC	0003109678-2023-2023-0000	ADJUSTMENT MADE DUE TO CLERICAL	(\$17,712)	8551	JURSC10	TAX	\$433.90	\$0.00	\$86.79
			ERROR, TANGIBLE ASSETS WERE				LATE LIST FEE	\$0.00	\$0.00	\$0.00
			REPORTED FOR SEVERAL ACCOUNTS IN ONE LIST, ACCIDENTLY ON THIS				TOTAL:			\$86.79
			ABSTRACT APPRAISER ENTER TOTAL FOR ALL ABSTRACTS.						ABSTRACT TOTAL:	\$86.79
		OWNER TOTAL:		\$0						\$86.79
I										

NCPTS Pending Release/Refund Report. Wednesday, September 20, 2023*

		_			ADJ.	DISTRICT				
TAX DISTRICT	OWNER	ABSTRACT	NOTE	VALUE CHANGE	NUMBER	CODE	LEVY TYPE	BILLED	PAID	RELEASE
CITY OF	GREAT AMERICA FINANCIAL	0002778105-2023-2023-0000	ADJUSTMENT MADE DUE TO CLERICAL	(\$11,940)	8549	JURSC10	TAX	\$1,405.85	\$0.00	\$58.51
HENDERSONVILLE	SERVICES CORPORATION		ERROR, FOR YEAR 2021 BUSINESS REPORTED TANGLIBLE ASSETS IN THE				LATE LIST FEE	\$0.00	\$0.00	\$0.00
			AMOUNT OF \$81,769, APPRAISER DID NOT				TOTAL:			\$58.51
			DELETED TANGIBLE ASSETS FOR THE AMOUNT OF \$18,613. IN THE YEAR OF 2022 BUSINESS REPORTED TANGIBLE ASSETS IN THE AMOUNT OF \$189,943 APPRAISER ACCIDENTALLY ENTERED \$191,141.						ABSTRACT TOTAL:	\$58.51
		OWNER TOTAL:		\$0						\$58.51
	HOLM, RICHARD W	LM, RICHARD W 0003112130-2023-2023-0000 TAXPAYER SUBMITTED INFORMAL APPEAL FORM REGARDING A 2007 SUPERIOR UTILITY TRAILER. SAYS THE VALUE IS WORTH \$150.00. UTILITY TRAILER IS WORTH \$500.00. PROVIDED BILL OF SALE FROM WHEN THEY BOUGHT THE TRAILER AS WELL AND PICTURES. OWNER TOTAL:	FORM REGARDING A 2007 SUPERIOR UTILITY TRAILER. SAYS THE VALUE IS	(\$4,193)	8644	JURSC10	TAX	\$23.00	\$0.00	\$20.55
							LATE LIST FEE	\$2.30	\$0.00	\$2.05
							TOTAL:			\$22.60
								ABSTRACT TOTAL:	\$22.60	
				\$0						\$22.60
	PATTON, OWEN B	ON, OWEN B 0003111618-2023-2023-0000 INFORMAL APPEAL RECEIVED 8/	INFORMAL APPEAL RECEIVED 8/24/2023	(\$103,600)	8572	JURSC10	TAX	\$507.64	\$0.00	\$507.64
							LATE LIST FEE	\$50.76	\$0.00	\$50.76
							TOTAL:			\$558.40
									ABSTRACT TOTAL:	\$558.40
		OWNER TOTAL:		\$0						\$558.40
	DISTRICT TOTAL			(\$335,587)						\$1,838.65



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 11/02/2023

AGENDA SECTION: Consent DEPARTMENT: Police

TITLE OF ITEM: Governor's Highway Safety Program (GHSP) Award Resolution –

Kenny Hipps, Police Captain

SUGGESTED MOTION(S):

I move City Council approve the North Carolina Governor's Highway Safety Program Local Governmental Resolution <u>and</u> the Grant Project Ordinance for the Governor's Highway Safety Program Traffic Enforcement Overtime FY24 Grant (#G2401) as presented.

SUMMARY:

Hendersonville Police Department (HPD) was awarded a Governor's Highway Safety Program (GHSP) grant in the amount of \$20,000. The grant funds are to be used to support overtime costs related to traffic enforcement programs. The attached resolution must be adopted by the City Council to leverage the grant award. An associated budget amendment was adopted at the 10/05/2023 regular meeting of the City Council in anticipation of the grant award. Along with the adoption of the resolution, it is recommended City Council adopts Grant Project Ordinance #G2401 to track the grant funds.

BUDGET IMPACT: \$20,000 – Fund 301, #G2401

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

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

ATTACHMENTS:

North Carolina Governor's Highway Safety Program Local Governmental Resolution Grant Project Ordinance #G2401

North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the City of Henderson	/ille, NC	(herein called the
"Agency")	(The Applicant Agency)	
has completed an application contract	or traffic safety funding; and th	at City Council
		(The Governing Body of the Agency) has thoroughly considered the problem
	· · · · · · · · · · · · · · · · · · ·	That the roughly considered the problem
identified and has reviewed the project	as described in the contract;	
THEREFORE, NOW BE IT RESOLVED	BY THE City Council	(Governing Body)
MEETING ASSEMBLED IN THE CITY		, NORTH CAROLINA,
THIS 2nd DAY OF Novembe	r, 20 <u>23</u> , AS FOLLO	NS:
1. That the project referenced abov	e is in the best interest of the G	Soverning Body and the general public; and
2. That Kenny Hipps, Police Cap (Name and Title of Repres	tain is au	uthorized to file, on behalf of the Governing
		ernor's Highway Safety Program for federal
funding in the amount of \$ up to	o \$20,000.00 to be made to be mad	to the Governing Body to assist in defraying
the cost of the project described	n the contract application; and	
3. That the Governing Body has for	mally appropriated the cash co	ntribution of $\frac{0.00}{\text{(Local Cash Appropriation)}}$ as
required by the project contract;	and	
4. That the Project Director designa	ted in the application contract	shall furnish or make arrangement for other
appropriate persons to furnish su	ch information, data, documen	ts and reports as required by the contract, if
approved, or as may be required	by the Governor's Highway Sa	fety Program; and
5. That certified copies of this resolu	ution be included as part of the	contract referenced above; and
6. That this resolution shall take effe	ect immediately upon its adopti	on.
DONE AND ORDERED in open meetir	ng hy	
DONE / IND ONDERED IN OPON MOORI	9 0)	(Chairperson/Mayor)
ATTESTED BY(C	erk)	SEAL
DATE		

Rev. 7/11 52

Ordinance #

GRANT PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE THE GOVERNOR'S HIGHWAY SAFETY PROGRAM TRAFFIC ENFORCEMENT OVERTIME FY24 GRANT

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 Governor's Highway Safety Program Traffic Enforcement Overtime FY24 Grant Project, #G2401.

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

Account Codes		Account Name	Total Budget		
Fund	Dept.	Account	Project		
301	1300	501010	G2401	Overtime (HPD)	\$16,576
301	1300	502001	G2401	FICA Tax Expense	\$1,264
301	1300	502050	G2401	Retirement Expense	\$2,160

Total Project Appropriation	\$20,000

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	G2401	Grant Revenue (GHSP)	\$20,000

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 (010) 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, on this 2nd day of November 2023.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 11/02/2023

AGENDA SECTION: CONSENT DEPARTMENT: Administration

TITLE OF ITEM: November 2023 Budget Amendments – *Adam Murr, Budget Manager*

SUGGESTED MOTION(S):

I move City Council adopt budget amendments 11022023-01, 11022023-02, 11022023-03, 11022023-04, 11022023-05, 11022023-06, and 11022023-07 as presented.

SUMMARY:

- 11022023-01: FY24 amendment decreasing the Brickyard Project, #20010 to reflect an updated project cost of \$200,000 to be transferred in from the Water and Sewer Capital Reserve Fund (459).
- 11022023-02: FY24 amendment transferring \$175,000 from the Water and Sewer Capital Reserve Fund (459) for the execution of the Carson Drive Water & Sewer Project, #23012.
- 11022023-03: FY24 amendment transferring \$135,000 from the Water and Sewer Capital Reserve Fund (459) for the execution of the Somersby Park Water & Sewer Project, #23018.
- 11022023-04: FY24 amendment transferring \$110,000 from the Water and Sewer Capital Reserve Fund (459) for the execution of the WTP Thickener Drive Project, #23019.
- 11022023-05: FY24 amendment transferring \$145,000 from the Water and Sewer Capital Reserve Fund (459) for the execution of the WWTP Clarifier Drive Project, #23020.
- 11022023-06: FY23 amendment appropriately reflecting the movement of bond proceeds from the 2023 Installment Financing to represent the closing book more accurately on the bond, and to create budget for the City Hall 3rd Floor Improvements Project, #23021 and the City Hall Exterior Phase II Project, #23022 via the use of 2023 IFC funds.
- 11022023-07: FY24 amendment reversing a 10/05/2023 amendment increasing the GHSP Grant #G2302 to create a new GHSP Grant, #G2401.

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:

FY24 Amendments 11022023-01 through 11022023-05 and 11022023-07. FY23 Amendment 11022023-06.

FISCAL YEAR 2024

TO MAYOR & COUNCIL APPROVAL: November 02, 2023

FORM: 11022023-01

BUDGET AMENDMENT

FUND 459	460
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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
459-0000-470900	Fund Balance Appropriated	-	200,000	-	200,000
459-0000-598901	Transfer Out (to 460, #20010)	-	200,000	-	200,000
FUND 459 (W&S CRF)	TOTAL REVENUES	-	200,000	ı	200,000
FOND 439 (W&3 CRF)	TOTAL EXPENDITURES	-	200,000	1	200,000
460-0000-470100-20010	Transfer In (from 060)	60,000	-	60,000	-
460-0000-470100-20010	Transfer In (from 459)	-	200,000	-	200,000
460-0000-470900-20010	Fund Balance Appropriated	400,000	-	400,000	-
460-1014-550102-20010	Capital Outlay-Services & Fees	60,000	-	60,000	-
460-1014-550103-20010	Capital Outlay-CIP	400,000	-	200,000	200,000
FUND 460 (#20010)	TOTAL REVENUES	460,000	200,000	460,000	200,000
Old Brickyard Rd. Water	TOTAL EXPENDITURES	460,000	-	260,000	200,000

FY24 amendment decreasing the Brickyard Project, #20010 to reflect an updated project cost of \$200,000 to be transferred in from the Water and Sewer Capital Reserve Fund (459).

(459).	
The City Manager and City Clerk certify budget ordinance amendment 11022023-01 was approved by City Council on November 02, 2023.	
City Manager	Date
City Manager	Duk
City Clerk	Date

FISCAL YEAR 2024 FORM: 11022023-02

BUDGET AMENDMENT

FUND 459 460	

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
459-0000-470900	Fund Balance Appropriated	-	175,000	-	175,000
459-0000-598901	Transfer Out (to 460, #23012)	-	175,000	-	175,000
FUND 459 (W&S CRF)	TOTAL REVENUES	1	175,000	-	175,000
FUND 459 (W&5 CRF)	TOTAL EXPENDITURES	•	175,000	-	175,000
460-0000-470100-23012	Transfer In (from 459)	-	175,000	-	175,000
460-1014-550103-23012	Capital Outlay-CIP	-	175,000	-	175,000
FUND 460 (#23012)	TOTAL REVENUES	•	175,000	-	175,000
Carson Dr. Water	TOTAL EXPENDITURES	-	175,000	-	175,000

FY24 amendment transferring \$175,000 from the Water and Sewer Capital Reserve Fund (459) for the execution of the Carson Drive Water & Sewer Project, #23012.

The City Manager and City Clerk certify budget ordinance amendment 11022023-02 was approved by City Council on November 02, 2023.	
City Manager	Date
City Clerk	Date

FISCAL YEAR 2024

TO MAYOR & COUNCIL APPROVAL: November 02, 2023

FORM: 11022023-03

BUDGET AMENDMENT

FUND 459 460	
	FUND 459 460

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
459-0000-470900	Fund Balance Appropriated	-	135,000	-	135,000
459-0000-598901	Transfer Out (to 460, #23018)	-	135,000	-	135,000
FUND 459 (W&S CRF)	TOTAL REVENUES	1	135,000	-	135,000
FOND 439 (W&3 CKF)	TOTAL EXPENDITURES	•	135,000	-	135,000
460-0000-470100-23018	Transfer In (from 459)	-	135,000	-	135,000
460-7055-550103-23018	Capital Outlay-CIP	-	135,000	-	135,000
FUND 460 (#23018)	TOTAL REVENUES	-	135,000	-	135,000
Somersby Park	TOTAL EXPENDITURES	-	135,000	-	135,000

FY24 amendment transferring \$135,000 from the Water and Sewer Capital Reserve Fund (459) for the execution of the Somersby Park Water & Sewer Project, #23018.

The City Manager and City Clerk certify budget ordinance amendment 11022023-03 was approved by City Council on November 02, 2023.	
City Manager	Date
City Clerk	Date

FISCAL YEAR 2024 FORM: 11022023-04

BUDGET AMENDMENT

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FUND 459 460
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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
459-0000-470900	Fund Balance Appropriated	1	110,000	-	110,000
459-0000-598901	Transfer Out (to 460, #23019)	1	110,000	-	110,000
FUND 459 (W&S CRF)	TOTAL REVENUES	ı	110,000	-	110,000
FOND 439 (W&3 CKF)	TOTAL EXPENDITURES	1	110,000	-	110,000
460-0000-470100-23019	Transfer In (from 459)	-	110,000	-	110,000
460-1014-550103-23019	Capital Outlay-CIP	-	110,000	-	110,000
FUND 460 (#23019)	TOTAL REVENUES	ı	110,000	-	110,000
WTP Thickener Drive	TOTAL EXPENDITURES	-	110,000	-	110,000

FY24 amendment transferring \$110,000 from the Water and Sewer Capital Reserve Fund (459) for the execution of the WTP Thickener Drive Project, #23019.

The City Manager and City Clerk certify budget ordinance amendment 11022023-04 was approved by City Council on November 02, 2023.	
City Manager	Date
City Clerk	Date

FISCAL YEAR 2024 FORM: 11022023-05

BUDGET AMENDMENT

FUND 459 460	

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
459-0000-470900	Fund Balance Appropriated	-	145,000	-	145,000
459-0000-598901	Transfer Out (to 460, #23020)	-	145,000	-	145,000
FUND 459 (W&S CRF)	TOTAL REVENUES	ı	145,000	-	145,000
FOND 439 (W&3 CKF)	TOTAL EXPENDITURES	1	145,000	-	145,000
460-0000-470100-23020	Transfer In (from 459)	-	145,000	-	145,000
460-1014-550103-23020	Capital Outlay-CIP	-	145,000	-	145,000
FUND 460 (#23020)	TOTAL REVENUES	ı	145,000	-	145,000
WWTP Clarifier Drive	TOTAL EXPENDITURES	1	145,000	-	145,000

FY24 amendment transferring \$145,000 from the Water and Sewer Capital Reserve Fund (459) for the execution of the WWTP Clarifier Drive Project, #23020.

ξ γ = 10,000	
The City Manager and City Clerk certify budget ordinance amendment 11022023-05 was approved by City Council on N	lovember 02, 2023.
City Manager	Date
City Clerk	Date

FISCAL YEAR 2023 FORM: 11022023-06

BUDGET AMENDMENT

FUND 060 | 067 | 410 | 460

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	REVISED BUDGET	INCREASE	DECREASE	REVISED BUDGET
060-0000-470020	Bond Proceeds (2023 IFC)	-	4,016,000	-	4,016,000
060-0000-598901	Transfer Out (to 410, #21017)	-	4,016,000	-	4,016,000
FUND 060	TOTAL REVENUES	-	4,016,000	-	4,016,000
1 6110 666	TOTAL EXPENDITURES	-	4,016,000	-	4,016,000
067-0000-470020	Bond Proceeds (2023 IFC)	-	377,000	-	377,000
067-0000-598901	Transfer Out (to 410, #21017)	-	377,000	-	377,000
FUND 067	TOTAL REVENUES	-	377,000	-	377,000
1 6110 667	TOTAL EXPENDITURES	-	377,000	-	377,000
410-0000-470010-21017	Debt Proceeds (2023 IFC)	6,425,000	-	4,393,000	2,032,000
410-0000-470100-21017	Transfer In (from 060 & 067, FY23)	-	4,393,000	-	4,393,000
410-1002-550103-21017	Capital Outlay - CIP	6,345,000	-	1,182,500	5,162,500
410-1002-560900-21017	Cost of Issuance	80,000	-	-	80,000
410-1002-598901-21017	Transfer Out (to #23021)	-	150,000	1	150,000
410-1002-598901-21017	Transfer Out (to #23022)	-	1,032,500	-	1,032,500
FUND 410 #21017	TOTAL REVENUES	6,425,000	4,393,000	4,393,000	6,425,000
City Hall & Ops Imprv.	TOTAL EXPENDITURES	6,425,000	1,182,500	1,182,500	6,425,000
410-0000-470100-23021	Transfer In (from #21017)	-	150,000	-	150,000
410-1002-550103-23021	Capital Outlay - CIP		150,000	-	150,000
FUND 410 #23021	TOTAL REVENUES	-	150,000	-	150,000
City Hall 3rd Floor	TOTAL EXPENDITURES	-	150,000	-	150,000

1				
Debt Proceeds (2023 IFC)	516,250	-	516,250	-
Transfer In (from 010)	254,696	-	-	254,696
Capital Outlay - Services and Fees	22,500	-	-	22,500
Capital Outlay - CIP	748,446	-	516,250	232,196
Debt Proceeds (2023 IFC)	516,250		516,250	-
Transfer In (from 060)	140,545	-	-	140,545
Fund Balance Appropriated	50,789	-	-	50,789
Transfer Out	63,362	-	-	63,362
Capital Outlay - Services and Fees	22,500	-	-	22,500
Capital Outlay - CIP	621,722	-	516,250	105,472
TOTAL REVENUES	1,478,530	-	1,032,500	446,030
TOTAL EXPENDITURES	1,478,530	-	1,032,500	446,030
Transfer In (from #21017)	-	1,032,500	-	1,032,500
Capital Outlay - CIP	-	1,032,500	-	1,032,500
TOTAL REVENUES	-	1,032,500	-	1,032,500
TOTAL EXPENDITURES	-	1,032,500	-	1,032,500
	Transfer In (from 010) Capital Outlay - Services and Fees Capital Outlay - CIP Debt Proceeds (2023 IFC) Transfer In (from 060) Fund Balance Appropriated Transfer Out Capital Outlay - Services and Fees Capital Outlay - CIP TOTAL REVENUES Transfer In (from #21017) Capital Outlay - CIP TOTAL REVENUES	Transfer In (from 010) 254,696 Capital Outlay - Services and Fees 22,500 Capital Outlay - CIP 748,446 Debt Proceeds (2023 IFC) 516,250 Transfer In (from 060) 140,545 Fund Balance Appropriated 50,789 Transfer Out 63,362 Capital Outlay - Services and Fees 22,500 Capital Outlay - CIP 621,722 TOTAL REVENUES 1,478,530 Transfer In (from #21017) - Capital Outlay - CIP - TOTAL REVENUES - TOTAL REVENUES -	Transfer In (from 010) 254,696 - Capital Outlay - Services and Fees 22,500 - Capital Outlay - CIP 748,446 - Debt Proceeds (2023 IFC) 516,250 - Transfer In (from 060) 140,545 - Fund Balance Appropriated 50,789 - Transfer Out 63,362 - Capital Outlay - Services and Fees 22,500 - Capital Outlay - CIP 621,722 - TOTAL REVENUES 1,478,530 - Transfer In (from #21017) - 1,032,500 Capital Outlay - CIP - 1,032,500 TOTAL REVENUES - 1,032,500	Transfer In (from 010) 254,696 - - Capital Outlay - Services and Fees 22,500 - - Capital Outlay - CIP 748,446 - 516,250 Debt Proceeds (2023 IFC) 516,250 - 516,250 Transfer In (from 060) 140,545 - - Fund Balance Appropriated 50,789 - - Transfer Out 63,362 - - Capital Outlay - Services and Fees 22,500 - - Capital Outlay - CIP 621,722 - 516,250 TOTAL REVENUES 1,478,530 - 1,032,500 Transfer In (from #21017) - 1,032,500 - Capital Outlay - CIP - 1,032,500 - TOTAL REVENUES - 1,032,500 - TOTAL REVENUES - 1,032,500 -

FY23 amendment appropriately reflecting the movement of bond proceeds from the 2023 Installment Financing to more accurately represent the closing book on the bond, and to create budget for the City Hall 3rd Floor Improvements Project, #23021 and the City Hall Exterior Phase II Project, #23022 via the use of 2023 IFC funds.

The City Manager and City Clerk certify budget ordinance amendment 11022023-06 was approved by City Council on November 02, 2023.

City Manager	Dat
City Clerk	Dat

FISCAL YEAR 2024 FORM: 11022023-07

BUDGET AMENDMENT

FUND 301

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
301-0000-420050-G2302	Grant Revenue (GHSP)	45,000	-	20,000	25,000
301-1300-501010-G2302	Overtime	37,296	-	16,576	20,720
301-1300-502001-G2302	FICA Tax Expense	2,843	-	1,264	1,579
301-1300-502050-G2302	Retirement Expense	4,861	-	2,160	2,701
FUND 301 (GHSP-O/T)	TOTAL REVENUES	45,000	-	20,000	25,000
1010 301 (0137-0/1)	TOTAL EXPENDITURES	45,000	-	20,000	25,000
301-0000-420050-G2401	Grant Revenue (GHSP)	-	20,000	-	20,000
301-1300-501010-G2401	Overtime	-	16,576	-	16,576
301-1300-502001-G2401	FICA Tax Expense	-	1,264	-	1,264
301-1300-502050-G2401	Retirement Expense	-	2,160	-	2,160
FUND 301 (GHSP-O/T)	TOTAL REVENUES	-	20,000	-	20,000
10110 301 (0113F-0/1)	TOTAL EXPENDITURES	-	20,000	-	20,000

An amendment reversing the 10/05 amendment increasing the GHSP Grant #G2302 to create a new GHSP Grant, #G2401. This amendment reflects a Grant Project Ordinance also on the November 02, 2023 agenda for City Council's consideration.

The City Manager and City Clerk certify budget ordinance amendment 11022023-07 was approved by City Council on November 02, 2023.

City Manager	Date
City Clerk	Date

Ordinance	#
Oromance	#

GRANT/CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE CITY HALL 3rd FLOOR RENOVATION Project, #23021

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 3rd Floor Renovation Project, #23021.

Section 2: The following amounts are appropriated for the project(s):

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
410	1002	550103	23021	Capital Outlay-CIP	\$150,000

Section 3: The following revenues are anticipated to be available for the project:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
410	0000	470100	23021	Transfer In (from #21017)	(\$150,000)

Total Project Appropriation	(\$150,000)
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Section 4: The Finance Director is hereby directed to maintain within the General Fund, Water and Sewer Fund, Environmental Services Fund, and the Capital Project Funds 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 (010) and the Governmental Capital Project Fund (410), 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.

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or capital reserve fund.

ADOPTED by the City Council of the 2nd day of November 2023.	e City of Hendersonville, North Carolina, on this
Attest:	Barbara G. Volk, Mayor, City of Hendersonville
Jill Murray, City Clerk	
Approved as to form:	
Angela S. Beeker, City Attorney	

Ordinance	#
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GRANT/CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE WWTF CLARIFIER DRIVE MECHANISM REPLACEMENT Project, #23020

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 WWTF Clarifier Drive Mechanism Replacement Project, #23020.

Section 2: The following amounts are appropriated for the project(s):

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	7135	550103	23020	Capital Outlay-CIP	\$145,000

Total Project Appropriation \$145,0

Section 3: The following revenues are anticipated to be available for the project:

	Acco	ount Codes		Account Name	Total Budget
Fund	Dept.	Account	Project		
460	0000	470100	23020	Transfer In (from 459)	(\$145,000)

Total Project Appropriation (\$145

Section 4: The Finance Director is hereby directed to maintain within the General Fund, Water and Sewer Fund, Environmental Services Fund, and the Capital Project Funds 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 (060) and the Water and Sewer Capital Project Fund (460), 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.

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or capital reserve fund.

ADOPTED by the City Council of the Cit 2nd day of November 2023.	ty of Hendersonville, North Carolina, on this
Attest:	Barbara G. Volk, Mayor, City of Hendersonville
Jill Murray, 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 EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE SOMERSBY PARK PROJECT (#23018), ORDINANCE #_____ (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Project(s) with the grant revenue 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 \$135,000.

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 2^{nd} day of November 2023.

Attest:	Barbara G. Volk, Mayor, City of Hendersonville
Jill Murray, City Clerk	
Approved as to form:	
Angela S. Beeker, City Attorney	

Resolution #	!
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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	expenditure	s (the
"Expenditures")	for	EXECUT	ION,	ACQU	JISITION,	CONSTR	RUCTION,	AND
INSTALLATION	OF	THE CITY	HAL	L EXT	ERIOR PH	ASE II PR	ROJECT (#2:	3022),
ORDINANCE #_		_ (the "Proje	ects").					

Plan of Finance. The Issuer intends to finance the costs of the Project(s) with the grant revenue 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 \$1,032,500.

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 2^{nd} day of November 2023.

Attest:	Barbara G. Volk, Mayor, City of Hendersonville
Jill Murray, City Clerk	
Approved as to form:	
Angela S. Beeker, City Attorney	

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 EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE CITY HALL 3rd FLOOR RENOVATION PROJECT (#23021), ORDINANCE #_____ (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Project(s) with the grant revenue 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 \$150,000.

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 2^{nd} day of November 2023.

Attest:	Barbara G. Volk, Mayor, City of Hendersonville
Jill Murray, City Clerk	
Approved as to form:	
Angela S. Beeker, City Attorney	

Resolution #	
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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 b	e Incurred.	The	Issuer	anticipates	incurring	expenditu	res (the
"Expenditures") fo	r EXECUTI	ON,	ACQU	JISITION,	CONSTR	RUCTION,	AND
INSTALLATION O	F THE WTF	THI	CKENE	R DRIVE	REPLACE	MENT PR	OJECT
(#23019), ORDINAN	NCE #	(the "	Projects	").			

Plan of Finance. The Issuer intends to finance the costs of the Project(s) with the grant revenue 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 \$110,000.

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 2^{nd} day of November 2023.

Attest:	Barbara G. Volk, Mayor, City of Hendersonville
Jill Murray, City Clerk	
Approved as to form:	
Angela S. Beeker, City Attorney	

Ordinance	#
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GRANT/CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE SOMERSBY PARK Project, #23018

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 Somersby Park Project, #23018.

Section 2: The following amounts are appropriated for the project(s):

	Acc	ount Codes		Account Name	Total Budget
Fund	Dept.	Account	Project		
460	7055	550103	23018	Capital Outlay-CIP	\$135,000

	Total Project Appropriation	\$135,000
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Section 3: The following revenues are anticipated to be available for the project:

	Acco	ount Codes		Account Name	Total Budget
Fund	Dept.	Account	Project		
460	0000	470100	23018	Transfer In (from 459)	(\$135,000)

Total Project Appropriation	(\$135,000)
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Section 4: The Finance Director is hereby directed to maintain within the General Fund, Water and Sewer Fund, Environmental Services Fund, and the Capital Project Funds 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 (060) and the Water and Sewer Capital Project Fund (460), 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.

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or capital reserve fund.

2nd day of November 2023.	
Attest:	Barbara G. Volk, Mayor, City of Hendersonville
Jill Murray, City Clerk	
Approved as to form:	
Angela S. Beeker, City Attorney	

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this

Ordinance	#
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GRANT/CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE WTF THICKENER DRIVE REPLACEMENT Project, #23019

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 WTF Thickener Drive Replacement Project, #23019.

Section 2: The following amounts are appropriated for the project(s):

	Acco	ount Codes		Account Name	Total Budget
Fund	Dept.	Account	Project		
460	7035	550103	23019	Capital Outlay-CIP	\$110,000

Total Project Appropriation \$110,000

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	470100	23019	Transfer In (from 459)	(\$110,000)

Total Project Appropriation	(\$110,000)
<u> </u>	() /

Section 4: The Finance Director is hereby directed to maintain within the General Fund, Water and Sewer Fund, Environmental Services Fund, and the Capital Project Funds 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 (060) and the Water and Sewer Capital Project Fund (460), 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.

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or capital reserve fund.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 2nd day of November 2023.					
Attest:	Barbara G. Volk, Mayor, City of Hendersonville				
Jill Murray, 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 EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE WWTF CLARIFIER DRIVE MECHANISM REPLACEMENT PROJECT (#23020), ORDINANCE #_____ (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Project(s) with the grant revenue 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 \$145,000.

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 2^{nd} day of November 2023.

Attest:	Barbara G. Volk, Mayor, City of Hendersonville
Jill Murray, City Clerk	
Approved as to form:	
Angela S. Beeker, City Attorney	

Ordinance	#
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GRANT/CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE CARSON DRIVE NEIGHBORHOOD WATER REPLACEMENT Project, #23012

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 Carson Drive Neighborhood Water Replacement Project, #23012.

Section 2: The following amounts are appropriated for the project(s):

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	7055	550103	23012	Capital Outlay-CIP	\$175,000

Total Project Appropriation	\$175,000
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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	470100	23012	Transfer In (from 459)	(\$175,000)

Total Project Appropriation	(\$175,000)
	. , ,

Section 4: The Finance Director is hereby directed to maintain within the General Fund, Water and Sewer Fund, Environmental Services Fund, and the Capital Project Funds 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 (060) and the Water and Sewer Capital Project Fund (460), 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.

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or capital reserve fund.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 2nd day of November 2023.				
Attest:	Barbara G. Volk, Mayor, City of Hendersonville			
Jill Murray, City Clerk				
Approved as to form:				
Angela S. Beeker, City Attorney				



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Floyd **MEETING DATE:** 11/02/2023

AGENDA SECTION: CONSENT DEPARTMENT: Administration

TITLE OF ITEM: November 2023 Capital Project Ordinances and Reimbursement Resolutions –

Jennifer Floyd, Budget and Management Analyst II

SUGGESTED MOTION(S):

I move City Council adopt the Capital Project Ordinance(s) for the Carson Drive Neighborhood Water Replacement project #23012, Somersby Park project #23018, WTF Thickener Drive Replacement project #23019, WWTF Clarifier Drive Mechanism Replacement project #23020, City Hall 3rd Floor Renovation project #23021, and City Hall Exterior Phase II project #23022 as presented. I move City Council adopt the Declaration of Official Intent to Reimburse for Projects #23012, #23018, #23019, #23020, #23021, and #23022 as presented.

SUMMARY:

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

The projects Carson Drive Water Replacement, Somersby Park, WTF Thickener Drive Replacement, and WWTF Clarifier Drive Mechanism Replacement will aid the City's utility in delivering more effective and efficient service to the community. The CPOs for the City Hall 3rd Floor Renovation project and the City Hall Exterior Phase II project are establishing the projects as independent for accounting purposes.

BUDGET IMPACT: See the attached project ordinances.

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

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

ATTACHMENTS:

Capital Project Ordinances for project(s) #23012, #23018, #23019, #23020, 23021, #23022. Reimbursement Resolutions for project(s) #23012, #23018, #23019, #23020, #23021, #23022.

Ordinance	#
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GRANT/CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE CITY HALL EXTERIOR PHASE II Project, #23022

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 Phase II Project, #23022.

Section 2: The following amounts are appropriated for the project(s):

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
410	1002	550103	23022	Capital Outlay-CIP	\$1,032,500

Total Project Appropriation	\$1,032,500
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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		
410	0000	470100	23022	Transfer In (from #21017)	(\$1,032,500)

Total Project Appropriation	(\$1,032,500)
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Section 4: The Finance Director is hereby directed to maintain within the General Fund, Water and Sewer Fund, Environmental Services Fund, and the Capital Project Funds 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 (010) and the Governmental Capital Project Fund (410), 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.

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or capital reserve fund.

ADOPTED by the City Council of the Ci 2nd day of November 2023.	ty of Hendersonville, North Carolina, on this
Attest:	Barbara G. Volk, Mayor, City of Hendersonville
Jill Murray, 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 EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE CARSON DRIVE NEIGHBORHOOD WATER REPLACEMENT PROJECT (#23012), ORDINANCE #______ (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Project(s) with the grant revenue 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 \$175,000.

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 2^{nd} day of November 2023.

Attest:	Barbara G. Volk, Mayor, City of Hendersonville
Jill Murray, City Clerk	
Approved as to form:	
Angela S. Beeker, City Attorney	



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Tom Wooten **MEETING DATE:** 11/2/2023

AGENDA SECTION: CONSENT DEPARTMENT: Public Works

TITLE OF ITEM: Amendment of Limited Parking Zone on Oakland Street – *Tom Wooten, Public*

Works Director

SUGGESTED MOTION(S):

I move that the City Council adopt An Ordinance of the City of Hendersonville City Council to Amend the Designation of the Limited Parking Zoning on Oakland Street in Accordance with Section 50-181 – Designation of Traffic Zones, Parking Zones, Through Streets and Other Zones or Areas; Erection and Installation of Traffic Control Devices.

SUMMARY:

At the October 5, 2023 meeting, the City Council discussed eliminating the time-limited parking on the west side of Oakland Street to better accommodate local businesses and residents, and to eliminate the parking space immediately north of the driveway at 713 Oakland Street due to safety concerns.

Staff has prepared an Ordinance for City Council's consideration to affect these changes.

BUDGET IMPACT: \$ TBD

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

If no, describe how it will be funded. NA

ATTACHMENTS:

Proposed Ordinance

Ordinance #O-XX-XX

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE DESIGNATION OF THE LIMITED PARKING ZONING ON OAKLAND STREET IN ACCORDANCE WITH SECTION 50-181 – DESIGNATION OF TRAFFIC ZONES, PARKING ZONES, THROUGH STREETS AND OTHER ZONES OR AREAS; ERECTION AND INSTALLATION OF TRAFFIC CONTROL DEVICES

WHEREAS, Section 50-181 of the Code of Ordinances authorizes the City to designate limited parking zones to establish the time or condition under which a vehicle may park in such zone t through street; and

WHEREAS, On-street parking spaces on Oakland Street have previously been designated as Limited Parking Zones, limited to two-hours; and

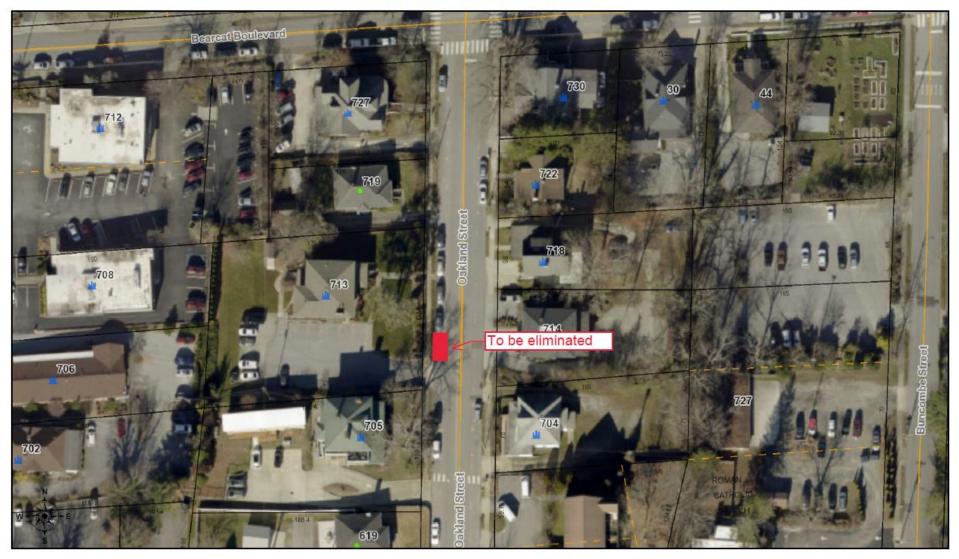
WHEREAS, The City desires to amend the designation of the Limited Parking Zone on Oakland Street to better conform to the needs of the daily users of those spaces.

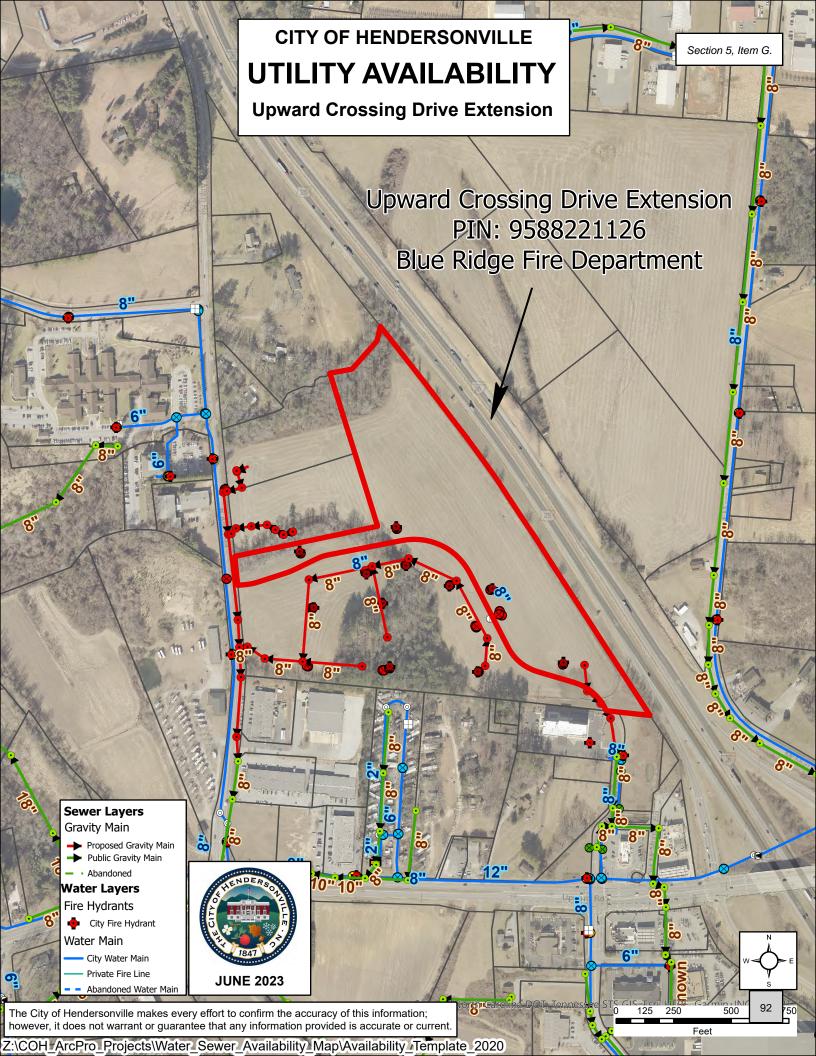
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina that the Limited Parking Zone on Oakland Street is amended as follows:

- 1. The parking spaces on the west side of Oakland Street, from Bearcat Boulevard to 6th Avenue West, shall have no time limitation.
- 2. The parking spaces on the east side of Oakland Street, from Bearcat Boulevard to 6th Avenue West, shall remain designated as a Limited Parking Zone time limited to two-hours.
- 3. The parking space immediately to the north of the driveway at 713 Oakland Street, and indicated on the attached Exhibit A, shall be eliminated.
- 4. The Public Works Director is directed to install and/or remove the appropriate signs and markings to clearly mark these changes.
- 5. The official traffic map shall be amended to reflect these changes and to show the limited parking zones.

Adopted by the City Council of the City of20	f Hendersonville, North Carolina on this day of
Attest:	Barbara G. Volk, Mayor, City of Hendersonville
Jill Murray, City Clerk	_
Approved as to form:	
Angela S. Beeker, City Attorney	

Oakland Street - Exhibit A





STATE OF NORTH CAROLINA COUNTY OF HENDERSON

Prepared by and return to: Daniel Heyman, Staff Attorney, City of Hendersonville, in the City Box

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this _____ day of _______, 2022, by and between the CITY OF HENDERSONVILLE, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and WATERLEAF AT FLAT ROCK APARTMENTS, LLC, a Delaware limited liability company, PEGGY C. CABE, ENNO F. CAMENZIND, JOHN THOMAS FLEMING, PAULA CAMENZIND CARTER, and ROBERT O. CAMENZIND, the foregoing herein collectively referred to as "Developer,"

WITNESSETH:

THAT WHEREAS, Developer is the owner of, or has obtained necessary easements over, and is desirous of developing and improving, a tract of land situated in Henderson County, State of North Carolina, described as follows:

Consisting of +/- 17.13 acres, and being a portion of that real property described in that deed recorded in Deed Book 3754 at page 155, Henderson County registry, being more particularly shown as "Remaining Area After Subdivision on that plat recorded in Plat Book 2021 at page 13636, Henderson County Registry, and being all of that real property described in that deed recorded in Deed Book 4011 at page 41, Henderson County registry, and having a PIN of 9588-22-1126 hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for a water and sewer extension project known as Upward Crossing Dr (City of Hendersonville project number 23114); 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: 1) Water Service Extension consisting of +/- 973 lineal feet of 8" water line (DIP/CL 350) connecting to the existing 8" main along Upward Crossing Drive, together with all valves, meters, and

other appurtenances; and 2) and a Sanitary Service Extension consisting of +/- 436 lineal feet of 8" sewer line (PVC/SDR 35), connecting to the existing or planned main along Upward Crossing Drive , together with all valves, meters, manholes and other appurtenances. 1) and 2) being more particularly shown and described on those construction plans and specifications, dated August, 2, 2023, prepared by Civil Design Concepts, PA, a Civil Engineering firm, bearing CDC project number 12135, said plans being incorporated herein by reference. 1) and 2) collectively are collectively hereinafter referred to as the "New Infrastructure". It is understood and agreed that the New Infrastructure may be modified or amended from and after the date of this Agreement as may be required to meet the standards of the City of Hendersonville. As used herein, "New Infrastructure" shall be deemed to include any and all of any such modifications and amendments; and

WHEREAS, the Developer has received zoning approval from the designated governing body for such development and improvement on the Property; 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:

- 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 <u>Deed of Dedication and Conveyance With Associated Easements</u> for conveyance of the New Infrastructure and on-site easements, as amended. Further Developer will be required to use the City's standard <u>Utility Infrastructure Easement Agreement</u> 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 convey to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.
- 6. 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.
- 7. 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.
- 8. Developer shall be required to establish a discharge point for the flushing of the waterlines that are installed pursuant to this Agreement and that provided the City utilizes the method provided by the Developer, the City shall not be liable and Developer shall, to the fullest extent allowed by law, indemnify and hold the City harmless during the warranty period for any damages whatsoever as a result of the flushing of water lines.
- 9. 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.

- 10. 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
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.

- 17. 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.
- 18. 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).
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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 final 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. For purposes of this paragraph 22, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 24 hereinbelow.

- 23. 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.
- 24. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" 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. For the avoidance of doubt, "final acceptance" as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.
- 25. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
- 26. 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.
- 27. 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.

- 28. Developer is put on notice, and Developer agrees that, in the event that the meter boxes or cleanouts which are part of the New Infrastructure are installed, set, damaged, moved, or altered in any manner that requires the City to make repairs or adjustments to the meter boxes or cleanouts for their proper operation, or if the City has to perform any work, including but not limited to grading or removal of obstructions, to provide access to the City, Developer shall reimburse the City's full cost and expense incurred.
- 29. 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.
- 30. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.

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.

<u>DEVELOPERS</u> :		THE CITY OF HENI	<u>DERSONVILLE</u>
BY: Peggy C. Cabe	(SEAL)	BY: John Connet, (-
BY:Enno F. Camenzind	(SEAL)		,
BY:	(SEAL)		
BY: Paula Camenzind Carter	(SEAL)		
BY:Robert O. Camenzind	(SEAL)		
Waterleaf at Flat Rock Apartment a Delaware limited liability comp			
BY:	(SEAL)		
Print name: Title:			
STATE OF	со	UNTY OF	
			and for the State and County aforesaid, do Iged the due execution of the foregoing
WITNESS my hand and official seal, t	this	day of	, 20
My commission expires			
Notary Public Signature		(OFFICIAL S	SEAL)

STATE OF	COUNTY OF	
I,, (printed in hereby certify that Enno F. Camenzind , person instrument.		
WITNESS my hand and official seal, this	day of	, 20
My commission expires		
Notary Public Signature STATE OF	(OFFICIAL SEAL) COUNTY OF	
I,		
WITNESS my hand and official seal, this	day of	, 20
My commission expires		
Notary Public Signature	(OFFICIAL SEAL)	
STATE OF	COUNTY OF	
I, (printed n		
hereby certify that Paula Camenzind Carter , foregoing instrument.	personally appeared before me acknowledge	owledged the due execution of the
WITNESS my hand and official seal, this	day of	, 20
My commission expires		
Notary Public Signature	(OFFICIAL SEAL)	
STATE OF	COUNTY OF	
I, (printed n		
hereby certify that Robert O. Camenzind , persoinstrument.	nally appeared before me acknowledge	d the due execution of the foregoing
WITNESS my hand and official seal, this	day of	, 20
My commission expires		
Notary Public Signature	(OFFICIAL SEAL)	

STATE OF	COUNTY OF	
l, (pr that pe		
the (title) for W a		
the foregoing instrument on behalf of Wa		-
instrument is the act and deed of Waterlea	af at Flat Rock Apartments, LLC.	
WITNESS my hand and official seal, this	day of	, 20
My commission expires		
Notary Public Signature	(OFFICIAL SEA	AL)
STATE OF <u>NORTH CAROLINA</u> , COUNT	TY OF <u>HENDERSON</u>	
I,, (prin	nted name of notary) a Notary Public in an	d for the State and County aforesaid, do
hereby certify that John F. Connet, person		
the City of Hendersonville, North Carolina	_	
the City of Hendersonville pursuant to orde	er of the City Council of said City and that t	he 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 SEA	AL)



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adela Gutierrez-Ramirez, Civil **MEETING DATE:** November 2, 2023

Engineer

AGENDA SECTION: CONSENT DEPARTMENT: Engineering

TITLE OF ITEM: Utility Extension Agreement for the Upward Crossing Drive Project – Adela

Gutierrez-Ramirez, Civil Engineer

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Waterleaf at Flat Rock Apartments, LLC, a Delaware limited liability company, Peggy C. Cabe, Enno F. Camenzind, John Thomas Fleming, Paula Camenzind Carter, and Robert O. Camenzind, LLC., for the Upward Crossing Drive Project as presented and recommended by staff.

SUMMARY:

The Upward Crossing Drive Project located off Upward Crossing Drive Road in the City of Hendersonville proposes to extend the City's water and sewer system to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water utility 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: 23114 PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Upward Crossing Drive

Map showing Upward Crossing Drive parcel

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Resolution	#	-

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH WATERLEAF AT FLAT ROCK APARTMENTS, LLC, a Delaware limited liability company, PEGGY C. CABE, ENNO F. CAMENZIND, JOHN THOMAS FLEMING, PAULA CAMENZIND CARTER, and ROBERT O. CAMENZIND FOR THE UPWARD CROSSING DR

WHEREAS, the City of Hendersonville owns, operates and maintains water and sewer systems to serve customers throughout Henderson County; and

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

WHEREAS, the Developer extends public water and gravity 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 water and sewer line extension processes; and

WHEREAS, Waterleaf at Flat Rock Apartments, LLC, a Delaware limited liability company, Peggy C. Cabe, Enno F. Camenzind, John Thomas Fleming, Paula Camenzind Carter, and Robert O. Camenzind, herein collectively referred to as the "Developer" and "Owner", will enter into a Utility Extension Agreement with the City to provide water and sewer services to the Upward Crossing Dr Project.

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

- 1. The Utility Extension Agreement with, the "Developer" and "Owner" to provide water and sewer service to the Upward Crossing Dr Project 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.
- 3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

November 2023.	the City of Hendersonville, North Carolina on this 2nd day of
Attest:	Barbara G. Volk, Mayor, City of Hendersonville

Section	_	14	\sim
Section		item:	(-

Jill Murray, City Clerk	
Approved as to form:	
Angela S. Beeker, City Attorney	



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adela Gutierrez-Ramirez, Civil **MEETING DATE:** November 2, 2023

Engineer

AGENDA SECTION: CONSENT DEPARTMENT: Engineering

TITLE OF ITEM: Utility Extension Agreement for the Rutledge Road Subdivision, Phase II –

Adela Gutierrez-Ramirez, Civil Engineer

<u>SUGGESTED MOTION(S)</u>: 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, Phase II as presented and recommended by staff.

SUMMARY:

The Rutledge Road Subdivision, Phase II located off Rutledge Road in the Town of Fletcher proposes to extend the City's water system to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water utility 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: 23110 PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Rutledge Road Subdivision, Phase II

Map showing Rutledge Road Subdivision, Phase II parcel

Resol	ution	#	-	-

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, PHASE II

WHEREAS, the City of Hendersonville owns, operates and maintains water 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 and sewer line extension processes; and

WHEREAS, Windsor Built Homes, INC, the "Developer" and "Owner", will enter into a Utility Extension Agreement with the City to provide water services to the Rutledge Road Subdivision, Phase II.

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

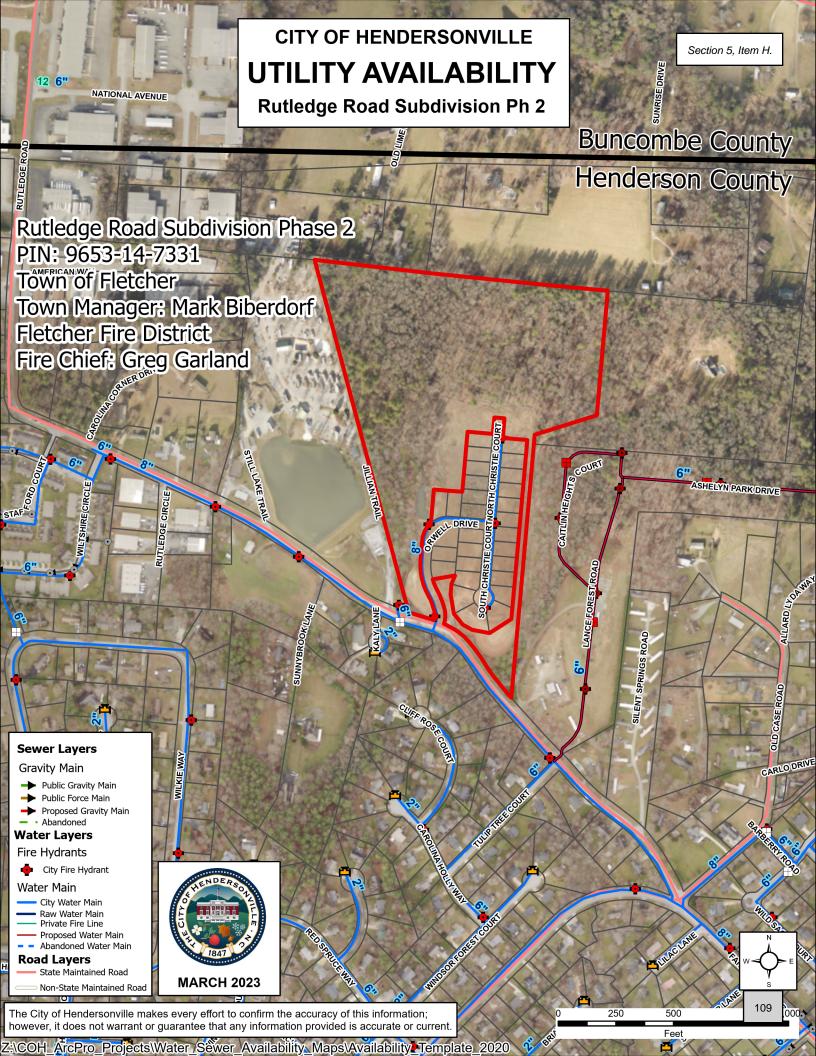
- 1. The Utility Extension Agreement with Windsor Built Homes, INC, the "Developer" and "Owner" to provide water service to the Rutledge Road Subdivision, Phase II is approved, as presented.
- 2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
- 3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Coul	ncil of the City of He	endersonville, North (Carolina on this 2nd	l day of
November 2023.				

Attest:	Barbara G. Volk, Mayor, City of Hendersonville
Jill Murray, City Clerk	

Section	_	14	,,
Section		item.	н

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



STATE OF NORTH CAROLINA COUNTY OF HENDERSON

Prepared by and return to: Angela S. Beeker, City Attorney, City of Hendersonville, in the City Box

FIRST AMENDED AND RESTATED UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this _____ day of _______, 2023, 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 a portion of that real property more particularly described in those deeds recorded in (1) Deed Book of Record 3775 at page 272; (2) Deed Book of Record 3750 at Page 359; and (3) Deed Book of Record 3775 at page 272, all of the Henderson County Registry, also being shown on that plat recorded on Plat Book 2023 at Page 14816 of the Henderson County Registry, less conveyances of record, all of the foregoing described real property collectively hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for a water and sewer extension project known as Rutledge Road Subdivision, Phase II (City of Hendersonville project number 23110); 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 23112, and dated September 5, 2023, 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:

- 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 <u>Deed of Dedication and Conveyance With Associated Easements</u> for conveyance of the New Infrastructure and on-site easements, as amended. Further Developer will be required to use the City's standard <u>Utility Infrastructure Easement Agreement</u> 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 convey to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.
- 6. 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.
- 7. 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.
- 8. Developer shall be required to establish a discharge point for the flushing of the waterlines that are installed pursuant to this Agreement and that provided the City utilizes the method provided by the Developer, the City shall not be liable and Developer shall, to the fullest extent allowed by law, indemnify and hold the City harmless during the warranty period for any damages whatsoever as a result of the flushing of water lines.
- 9. 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.
- 10. 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
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.

- 18. 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).
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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 final 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. For purposes of this paragraph 22, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 24 hereinbelow.

- 23. 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.
- 24. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" 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. For the avoidance of doubt, "final acceptance" as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.
- 25. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
- 26. 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.
- 27. 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.
- 28. Developer is put on notice, and Developer agrees that, in the event that the meter boxes or cleanouts which are part of the New Infrastructure are installed, set, damaged, moved, or altered in any manner that requires the City to make repairs or adjustments to the meter boxes or cleanouts for their proper operation, or if the

City has to perform any work, including but not limited to grading or removal of obstructions, to provide access to the City, Developer shall reimburse the City's full cost and expense incurred.

- 29. 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.
- 30. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.

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.,		THE CITY O	THE CITY OF HENDERSONVILLE		
A North Carolina corporation					
BY:	(SEAL)	BY:		(SEAL)	
(signature)			John Connet, City Manag	ger	
Printed name: Daniel Scott Street					
Title: President					
STATE OF	CO	UNTY OF			
I,	<u>eet</u> , personally ap r Built Homes, In ument on behalf	opeared before n nc, a North Carol of Windsor Built	ne this day, and being du ina corporation, and tha Homes, Inc pursuant th	ally sworn, stated that they executed and the due authorization	
WITNESS my hand and official seal	, this	day of	, 20)	
My commission expires					
Notary Public Signature		(OFFICIAL S	EAL)		
STATE OF <u>NORTH CAROLINA</u> , CC	OUNTY OF HENDE	<u>ERSON</u>			
I,, (printed hereby certify that John F. Connet Manager of the City of Hendersor instrument on behalf of the City of instrument is the act and deed of t	, personally appe nville, North Caro f Hendersonville	eared before me blina, and that he pursuant to orde	and, being duly sworn, see executed and acknowle	stated that he is City edged the foregoing	
WITNESS my hand and official seal	, this	day of	, 20)	
My commission expires					
Notary Public Signature		(OFFICIAL S	FAI)		

Resol	lution	#	_
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RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH DUNCAN TERRACE LLC FOR THE DUNCAN TERRACE APARTMENTS

WHEREAS, the City of Hendersonville owns, operates and maintains water and sewer systems to serve customers throughout Henderson County; and

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

WHEREAS, the Developer extends public water and gravity 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 water and sewer line extension processes; and

WHEREAS, Duncan Terrace LLC, the "Developer" and "Owner", will enter into a Utility Extension Agreement with the City to provide water and sewer services to the Duncan Terrace Apartments.

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

- 1. The Utility Extension Agreement with Duncan Terrace LLC, the "Developer" and "Owner" to provide water service to the Duncan Terrace Apartments 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.
- 3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Co	ouncil of the City o	of Hendersonville, I	North Carolina (on this 2nd day of
November 2023.				

Attest:	Barbara G. Volk, Mayor, City of Hendersonville
Jill Murray, City Clerk	

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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adela Gutierrez-Ramirez, Civil **MEETING DATE:** November 2, 2023

Engineer

AGENDA SECTION: CONSENT DEPARTMENT: Engineering

TITLE OF ITEM: Utility Extension Agreement for the Duncan Terrace Apartments – Adela

Gutierrez-Ramirez, Civil Engineer

<u>SUGGESTED MOTION(S):</u> I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Duncan Terrace LLC, for the Duncan Terrace Apartments as presented and recommended by staff.

SUMMARY:

The Duncan Terrace Apartments located off Signal Hill Road in Hendersonville proposes to extend the City's water and sewer systems to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water and sewer utility line extension processes 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: 21105 **PETITION NUMBER:** N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Duncan Terrace Apartments

Map showing Seasons at Duncan Terrace Apartments 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 ____ day of _____, 20____, by and between the CITY OF HENDERSONVILLE, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and Duncan Terrace, 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 the following 3 tracts: 1) +/- 2.47 acres, having an REID of 1000010 2) +/- 1.99 acres, having an REID of 110768, and 3) +/- 4.2 acres, having an REID of 1005313, tracts 1), 2), and 3) being all of that real property described in that deed recorded in Deed Book $\underline{3981}$ at page $\underline{501}$ Henderson County registry, tracts 1), 2) and 3) collectively hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Duncan Terrace Apartments (project number 21105); 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: +/- 1,103 LF of 6" water line (DIP/CL 350), 4 fire hydrants and appurtenances which will connect to the existing 8" main along Signal Hill Rd and +/- 1,636 LF of 8" sewer line (PVC/SDR 35), 10 manholes and appurtenances which will connect to the existing manhole located at the crest of Duncan Hill Rd, all of the foregoing collectively hereinafter referred to as the "New Infrastructure". It is understood and agreed that the New Infrastructure may be modified or amended from and after the date of this Agreement as may be required to meet the standards of the City of Hendersonville. As used herein,

"New Infrastructure" shall be deemed to include any and all of any such modifications and amendments.; and

WHEREAS, the Developer has received zoning approval from the designated governing body for such development and improvement on the Property; and

WHEREAS, the Property is located both within and outside of the City's municipal boundaries, with the portion located outside of the City's municipal boundary being located within the City's extraterritorial zoning jurisdiction; 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:

- 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 <u>Deed of Dedication and Conveyance With Associated Easements</u> for conveyance of the New Infrastructure and on-site easements, as amended. Further Developer will be required to use the City's standard <u>Utility Infrastructure Easement Agreement</u> 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 convey to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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

- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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).

- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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 final 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. For purposes of this paragraph 21, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 23 hereinbelow.
- 22. 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.

- 23. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" 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. For the avoidance of doubt, "final acceptance" as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.
- 24. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
- 25. 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.
- 26. 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.
- 27. Developer is put on notice, and Developer agrees that, in the event that the meter boxes or cleanouts which are part of the New Infrastructure are installed, set, damaged, moved, or altered in any manner that requires the City to make repairs or adjustments to the meter boxes or cleanouts for their proper operation, or if the City has to perform any work, including but not limited to grading or removal of obstructions, to provide access to the City, Developer shall reimburse the City's full cost and expense incurred.
- 28. 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.

- 29. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.
- 30. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

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.

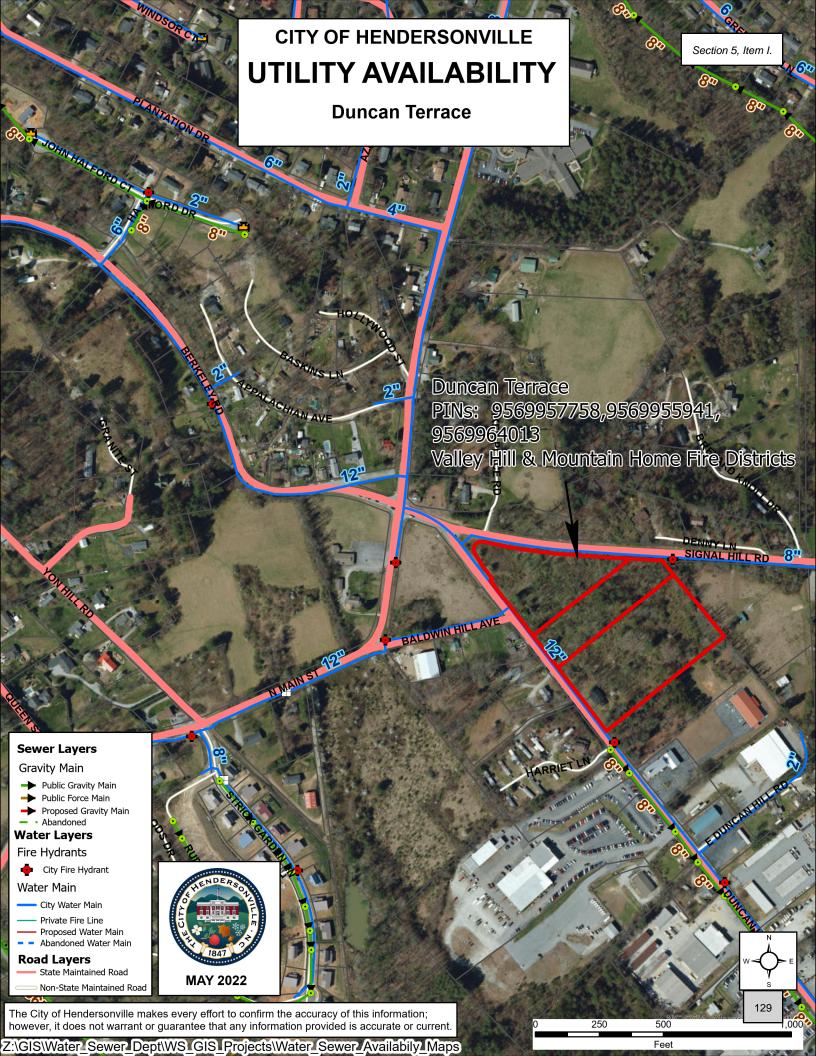
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

DEVELOPER: DUNCAN TERRACE, LLC, an North Carolina Limited Liability Company

THE CITY OF HENDERSONVILLE

an North Caronna Limited Liability Cor	прапу				
BY:	(SEAL)	BY:			(SEAL)
(signature)			John Connet, C	ity Manager	
Printed name:					
Title:					
STATE OF	_ со	UNTY OF			
I,					
hereby certify that					
stated that they are the					
acknowledged the foregoing instrumer			•		orization by
DUNCAN TERRACE, LLC and that the ins	strument is t	he act and d	eed of DUNCAN TE	RRACE, LLC.	
WITNESS my hand and official seal, this	i	day of		, 20	
My commission expires			_		
Notary Public Signature			(OFFICIAL SEAL)		

STATE OF NORTH CAROLINA, COUNTY OF HE	NDERSON	
I,, (printed name of notal hereby certify that John F. Connet, personally a Manager of the City of Hendersonville, North (instrument on behalf of the City of Hendersonvinstrument is the act and deed of the City of He	appeared before me and, be Carolina, and that he execu ille pursuant to order of the	eing duly sworn, stated that he is City ited and acknowledged the foregoing
WITNESS my hand and official seal, this	day of	, 20
My commission expires		
Notary Public Signature	_ (OFFICIAL:	SEAL)





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Harrell **MEETING DATE:** November 2,2023

AGENDA SECTION: CONSENT DEPARTMENT: Human Resources

TITLE OF ITEM: Utilities Compliance Coordinator job description – Jennifer Harrell, HR

Director

SUGGESTED MOTION(S):

I move City Council adopt the Utilities Compliance Coordinator position and job description as presented.

SUMMARY:

The current Environmental Compliance Coordinator position has taken on a broader role and is outside of that job description. The Utilities Compliance Coordinator position is reflective of the work that is being performed. The individual in the role of Environmental Compliance Coordinator will be promoted to the new Utilities Compliance Coordinator position. The position will be classified in grade 17 of the City of Hendersonville pay scale.

BUDGET IMPACT: \$2,983.34

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS: Utilities Compliance Coordinator job description

Section 5, Item J.

City of Hendersonville, NC



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Utilities Compliance Coordinator

Department: Water and Sewer

Pay Grade: 17

FLSA Status: Non-Exempt

JOB SUMMARY

Responsible for performing difficult technical work in the monitoring and coordination of customer compliance and other operational duties in the water and sewer systems and ensuring the City's compliance with local, state and federal regulations pertaining to water and sewer.

An employee in this class is responsible for monitoring industrial users, commercial users, food service establishments and remediation sites by coordinating the sampling and analysis of samples and evaluating and reporting results compared to permitted levels of various environmentally sensitive parameters. This individual is responsible for the administration of the industrial pretreatment program, FOG (fat, oils and grease) program, backflow and crossconnection control program, water conservation program, septage disposal permitting program, enforcement response plan, pollution prevention program, coordination of required contract and internal laboratory services associated with these programs and the overall enforcement of the City's Sewer Use Ordinance (SUO). This position is also responsible for the supervision and daily activities of the utilities compliance technician(s). This individual will recommend strategies to ensure that the City remains in compliance with all local, state and federal water and wastewater permitting; and will serve as liaison between the City and local, state and federal regulatory agencies. Work involves monitoring local, state and federal regulatory requirements and researching and instituting program changes to comply; preparing a variety of records and reports as required by the state; and working with industries to monitor discharge, reduce harmful constituents in discharge, and identify strategies to reduce cost for industries and City for wastewater treatment. Work is performed under the general supervision of the utilities director and is evaluated based on conformance to testing and timely and accurate reporting to state agencies, program effectiveness and accuracy.

ESSENTIAL JOB FUNCTIONS

- Ensures the protection of the water system, the wastewater plant, and the sanitary sewer collection system from anything that could possess a threat.
- Coordinates sampling activities to monitor compliance of industrial users with their permit levels, in accordance with the City's SUO, and commercial users with the City's FOG program; monitors compliance of industrial, commercial and residential customers for compliance with the City's backflow and cross-connection program; communicates with users concerning compliance and non-compliance of affected programs; inspects permitted industrial facilities and commercial facilities for compliance; maintains records and analyzes program results; recommends changes in environmental programs to implement frequently changing regulations; and monitors and records data for remediation sites.
- Initiates and disseminates pollution prevention information to sewer system users in an effort to maximize the performance of the City-owned collection and treatment systems.
- Interprets laboratory test results and prepares required reports; prepares annual pretreatment reports (PAR), headworks analysis (HWA) for allocation of waste loading, long-term monitoring plan (LTMP); and receives and assesses IWS (Industrial Waste Surveys) and other reports and records as required.
- Participates in updating ordinances, policies, industrial user permits, procedures and practices related to environmental programs; consults with, informs, and advises industrial and commercial customers about best management practices (BMP) to be used, problems detected, or changes in treatment process; and negotiates mutual consent arrangements with industrial and commercial users to bring users into compliance with local regulations.
- Prepares industrial user permits, in accordance with the City's SUO; corresponds with industrial and commercial users regarding permitting and monitoring issues or concerns; monitors industrial and commercial performance for compliance with permitted levels; calculates surcharges for exceeding specific permitted limits; and implements and maintains the City's Enforcement Response Plan (ERP) and associated assessments for noncompliance.
- Oversees the inspection of food service establishments and food trucks for compliance with the City's FOG program; coordinates inspection activities with local health officials and building inspections officials; and maintains associated database.
- Coordinates efforts associated with permitting remediation activities related to groundwater and surface water contamination sites when the permit applicant desires to discharge effluent from remediation process into the City's sewer collection system for treatment at the City's wastewater treatment facility; and assists owners and consulting engineers with remediation efforts.
- Prepares customer outreach materials related to water conservation, FOG and other issues that may affect the operations and maintenance of the City's sewer collection system and associated treatment plant.
- Performs other related job duties as assigned.

QUALIFICATIONS

Education and Experience:

Associates or bachelor's degree in Environmental Science, Chemistry, Biology or related field; and three (3) years of experience in a related area preferably with a water or wastewater treatment facility; or an equivalent combination of education and experience.

Special Qualifications:

- Possession of a valid driver's license to operate a motor vehicle. Requirement exists at the time of hire and as a condition of continued employment.
- Possession of a valid NC Grade II wastewater treatment plant operator certification, NC Grade B water distribution system operator certification is preferred.
- NC backflow and cross-connection prevention certification or ability to obtain within 12 months; may serve as the City's ORC (operator in responsible charge) for backflow and cross-connection control.
- Grade III Pretreatment Certification or ability to obtain in 2 years from the date of hire.

Knowledge, Skills and Abilities:

- Knowledge of the City's rules, regulations, ordinances and other state and federal regulatory guidelines for the pretreatment and other environmental programs.
- Knowledge of industrial pretreatment, FOG (fats, oils and grease) and backflow and crossconnection control program rules, regulations and treatment methods.
- Knowledge of state and federal pretreatment regulations and compliance requirements for POTW (publicly owned treatment works) and the Clean Water Act of 1972, and the NPDES (National Pollution Discharge Elimination System.
- Knowledge of the principles of environmental sciences with emphasis on chemistry including wastewater treatment and laboratory analysis processes and procedures.
- Knowledge of modern laboratory techniques, materials and equipment, including those used in complex chemical and biochemical analysis of wastewater.
- Knowledge of the principles of organic and inorganic chemistry.
- Considerable knowledge of wastewater treatment plant operation principles, practices, and methods.
- Knowledge of principles and practices of public relations and public speaking.
- Knowledge of effective supervision of personnel and provide annual performance evaluations to employees under his or her supervision.
- Ability to provide information to industrial representatives with tact and discretion and apply diplomacy in public relations during frequent contact with industrial officials.
- Ability to communicate orally and in writing; ability to make public presentations.
- Ability to prepare analytical and statistical reports as required by City, state, or federal
 agencies and maintain files and database information.
- Ability to work independently without close supervision.

PHYSICAL DEMANDS

Work in this classification is defined as medium work requiring the physical exertion of in excess of 50 pounds of force occasionally, and/or in excess of 20 pounds of force frequently, and/or negligible amounts of force constantly to move objects. Physical requirements include climbing, stooping, reaching, standing, walking, pulling, lifting, fingering, grasping, talking, hearing and repetitive motions. Employee must have visual acuity to prepare and analyze data, ability to utilize a desktop or laptop computer and other mobile devices, perform extensive research and use measurement devices.

WORK ENVIRONMENT

Work is primarily performed in both inside and outside environmental conditions, extreme cold and heat. Employee is subject to hazards including a variety of physical conditions such as proximity to moving mechanical parts, electrical current, exposure to chemicals. Employee is subject to atmospheric and environmental conditions such as fumes, odors, dusts, mists, gases, or poor ventilation, and wastewater effluent.

The City of Hendersonville has the right to revise this job description at any time. This description does not represent in any way a contract of employment.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Harrell **MEETING DATE:** November 2,2023

AGENDA SECTION: CONSENT DEPARTMENT: Human Resources

TITLE OF ITEM: Warehouse Specialist job description – *Jennifer Harrell, HR Director*

SUGGESTED MOTION(S):

I move City Council adopt the Warehouse Specialist position and job description as presented.

SUMMARY:

The current Warehouse Specialist position has taken on a broader role and more responsibility. The experience level will be increased and the grade will be moved from grade 10 to grade 12 in the City of Hendersonville pay scale.

BUDGET IMPACT: \$2,634.69

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS: Warehouse Specialist job description

City of Hendersonville, NC



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Warehouse Specialist

Department: Water and Sewer

Pay Grade: 12

FLSA Status: Non-Exempt

JOB SUMMARY

Responsible for performing clerical and manual work in the operation and maintenance of the City's water and sewer warehouses.

An employee in this class maintains warehouse inventory for day-to-day operations and emergency repairs; quotes and purchases all inventory and specialorder items and reviews inventory stock levels and determines commodities to be ordered. Work is performed under the general supervision of the Utilities Inventory and Purchasing Coordinator and is evaluated based on conferences, review of completed work, observation of demonstrated skills and feedback from customers.

ESSENTIAL JOB FUNCTIONS

- Maintains Water and Sewer Department inventory within multiple warehouses for the City.
- Reviews inventory stock levels and determines commodities to be reordered.
- Coordinates the re-ordering of materials to always ensure appropriate readiness.
- Prepares quote sheets on commodities; emails, faxes or mails quote sheets to vendors; receives quotes; analyzes quotes; awards purchase.
- Prepares information for purchase requisitions; assists Operations Support Coordinator with the preparation of purchase orders from requisitions; emails, faxes or mails purchase orders to vendors; and expedites orders that are slow in arriving.
- Receives orders from common carriers and vendor delivery; inspects items for damage before receiving; pulls receiving copy of purchase orders and packing slips to verify quantities received; records inventory numbers on each item received; unpacks and places

in proper location on shelves; and enters items into computer to update quantity received in inventory

- Greets employees and takes orders; picks items from shelves and records on inventory issue sheets; distributes items to employees; and enters items into computer to update quantity issued from inventory.
- Schedules parts for water and sewer taps and repairs.
- Repairs and maintains small engines and electric motors for pumps; and calibrates gas detectors.
- Receives phone calls from employees and vendors; assists employees in research of new products; and receives salespeople expressing interest in providing services to City.
- Maintains warehouse records as needed; assists employees with products as needed.
- Cleans warehouse floor; recycles cardboard and excess pallets; receives shipments for other departments; and inspects and notifies departments of shipment.
- Performs other related job duties as assigned.

QUALIFICATIONS

Education and Experience:

High school diploma or equivalency; and two (2) years of experience in warehouse operations including purchasing and inventory of supplies; or an equivalent combination of education and experience.

Special Qualifications:

- Possession of a valid driver's license to operate a motor vehicle. Requirement exists at the time of hire and as a condition of continued employment.
- Must have a Forklift Operator Certification.

Knowledge, Skills and Abilities:

- Knowledge of current storeroom and inventory practices.
- Knowledge of warehouse items and their use in governmental service.
- Knowledge of sourcing techniques to elicit the lowest price for equivalent products.
- Knowledge of municipal purchasing laws and regulations.
- Knowledge of mathematics, business English, grammar, and punctuation.
- Ability to accurately count and inspect various stores and materials.
- Ability to maintain physical inventories and match to computer records.
- Ability to use Cityworks and Storeroom for maintaining inventory; reconcile with Finance Department.
- Ability to operate flatbed truck for deliveries.
- Ability to operate equipment such as forklift, scissor lift, hand tools, testers, etc.
- Ability to communicate with others, both orally and in writing.
- Ability to establish and maintain effective working relationships with coworkers, vendors, and others.
- Ability to follow oral and written instructions.

Warehouse Specialist Pa Section 5, Item K.

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PHYSICAL DEMANDS

Work in this classification is defined as heavy work requiring the physical exertion of up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects. Work requires climbing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, handling and repetitive motions. Work requires dexterity in the hands for typing and operation of standard office equipment and visual acuity is necessary to read handwritten and typewritten materials and to operate a computer terminal. Vocal communication is required to express or exchange ideas. Hearing is required to perceive information at normal spoken word levels. Visual acuity is required for depth perception, preparing and analyzing written or computer data, visual inspection of products, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities.

WORK ENVIRONMENT

Work is primarily performed in both inside and outside environmental conditions, including extreme heat and cold and workplace hazards. Employee is exposed loose equipment not being secured, collapsing shelves, dirt, dust, spills on floors, loose electrical cords, and other safety hazards. When required, the employee is exposed to outside environmental conditions to pick up or deliver materials or products to City offices and return to vendors.

The City of Hendersonville has the right to revise this job description at any time. This description does not represent in any way a contract of employment.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Harrell **MEETING DATE:** November 2,2023

AGENDA SECTION: CONSENT DEPARTMENT: Human Resources

TITLE OF ITEM: Utilities Inventory and Purchasing Coordinator job description – Jennifer

Harrell, HR Director

SUGGESTED MOTION(S):

I move City Council adopt the Utilities Inventory and Purchasing Coordinator position and job description as presented.

SUMMARY:

The current Operations Support Coordinator position has taken on a broader role and is outside of that job description. The Utilities Inventory and Purchasing Coordinator position is reflective of the work that is being performed. The individual in the role of Operations Support Coordinator will be promoted to the new Utilities Inventory and Purchasing Coordinator position. The position will be classified in grade 17 in the City of Hendersonville pay scale.

BUDGET IMPACT: \$4,838.17

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS: Utilities Inventory and Purchasing Coordinator job description

City of Hendersonville, NC



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Utilities Inventory and Purchasing Coordinator

Department: Water and Sewer

Pay Grade: 17

FLSA Status: Non-Exempt

JOB SUMMARY

Responsible for performing a variety of para-professional and coordination activities associated with supporting the activities of utilities operations.

An employee in this class performs a variety of tasks ensuring the efficient operation of the Water and Sewer Department's field operations divisions. Focus of the work is facilitating the operations of, purchasing of, and maintenance of warehouse inventory to insure adequate inventory for new taps and/or repairs. Work is performed under the general direction of the Operations Manager and performance is evaluated on the basis of attainment of specific performance objectives, personal observation, feedback from department managers and employees.

ESSENTIAL JOB FUNCTIONS

- Performs inventory accounting, purchase requisition creation and tracking; processing invoices; procurement card approval and proper budget coding for payment.
- Reconciles water and sewer inventory on a monthly basis; ensures inventory is properly
 managed and recorded; supervises warehouse staff and ensures the warehouse is
 maintained properly.
- Coordinates with vendors on inventory needs.
- Orders supplies, materials, uniforms, etc.
- Fills-in, as needed, and assists in other divisions of department.
- Monitor Vendor Pricing, Rebates, Remanufacturing, Contracts, etc.
- Works with Operations Manager to implement policies and procedures.
- Work closely with Finance Dept to reconcile purchasing and sales.
- Recommend obsolete inventory.
- Help with forecasting and purchasing job specific inventory

Performs other related job duties as assigned.

QUALIFICATIONS

Education and Experience:

High school diploma or equivalency; and four (4) years of work-related experience; or an equivalent combination of education and experience.

Special Qualifications:

- Possession of a valid driver's license to operate a motor vehicle. Requirement exists at the time of hire and as a condition of continued employment.
- Forklift Operators Certification within six (6) months of hire date.

Knowledge, Skills and Abilities:

- Knowledge of water and sewer work order system (Cityworks) and procedures.
- Knowledge of budgeting and accounts payable processes, policies and procedures.
- Knowledge of effective supervisory principles and practices and organizational personnel policies and procedures.
- Knowledge of bookkeeping, accounting terminology, account coding procedures.
- Ability to deal tactfully and courteously with supplies vendors in explaining policies and procedures.
- Ability to establish and maintain effective working relationships as necessitated by work assignments.
- Ability to operate assigned equipment such as forklift, scissor lift and shop truck.
- Ability to develop and maintain effective working relationships with other divisions and departments, the public and employees.
- Ability to communicate effectively in oral and written forms.
- Ability to maintain and prepare accurate records.
- Ability and experience as a change agent to recognize areas of improvement and recommend solutions.

PHYSICAL DEMANDS

Work in this classification is defined as light work requiring the physical exertion of up to 10 pounds of force occasionally, and/or a negligible amount of force constantly to move objects. Employee performs physical activities such as reaching, walking, standing, lifting, talking, hearing and repetitive motion. Physical activities include reaching, walking, grasping, and feeling. Effective verbal communication is required for 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 depth perception, preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside environmental conditions.

WORK ENVIRONMENT

Work is primarily performed in an office setting with a temperature-controlled environment but exposure to external environmental conditions is to be expected.

The City of Hendersonville has the right to revise this job description at any time. This description does not represent in any way a contract of employment.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Lu Ann Welter **MEETING DATE:** November 2, 2023

AGENDA SECTION: Presentation Only **DEPARTMENT:** Human Resources

TITLE OF ITEM, Quarterly MVP Recipients – *John Connet, City Manager*

Presenter Name, Title:

SUGGESTED MOTION(S): None

SUMMARY:

The Service Excellence Design Team voted these employees as the MVPs for the July through September quarter of 2023.

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: Tom Wooten **MEETING DATE:** 11/2/2023

AGENDA SECTION: NEW BUSINESS DEPARTMENT: Public Works

TITLE OF ITEM: Environmental Services Update – *Tom Wooten, Director of Public Works*

SUGGESTED MOTION(S):

SUMMARY:

Staff will provide an update to City Council on the Solid Waste Study (scope of work and schedule), Track a Truck Application (existing trucks and leaf collection crews), and propose a pilot project to improve efficiency with our yard waste collection program.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY PLANNING DIVISION

SUBMITTER: Tyler Morrow **MEETING DATE:** November 2nd 2023

AGENDA SECTION: Public Hearings DEPARTMENT: Community

Development

TITLE OF ITEM: Subdivision Text Amendment: Street Design Updates (P23-78-STA) – Tyler

Morrow, Planner II

SUGGESTED MOTION(S):

For Approval:

I move City Council <u>adopt</u> an ordinance amending the official City of Hendersonville Subdivision Ordinance, Section 4.03. Streets by revising subsection C. Street configuration, based on the following:

1. The petition is found to be <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:

The petition aligns with the Comprehensive Plan's Strategy to Implement local policies and practices that complement and expand upon the State's access management standards (Strategy TC-3.3) and because it incorporates some of the complete street goals outlined in figure 7.3a.

- 2. We [find] this petition, in conjunction with the recommendations presented by staff, to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:
 - 1. The proposed text amendment creates flexibility for subdivision developers to work with the existing terrain and slope of the property when designing their development and public street system.
 - The proposed text amendment has the potential to reduce the amount of land disturbed within a proposed subdivision which could decrease environmental impacts.

For Denial:

I move City Council <u>deny</u> an ordinance amending the official City of Hendersonville Subdivision Ordinance, Section 4.03. Streets by revising subsection C. Street configuration, based on the following:

1. The petition is found to be <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:

The petition aligns with the Comprehensive Plan's Strategy to Implement local policies and practices that complement and expand upon the State's access management standards (Strategy TC-3.3) and because it incorporates some of the complete street goals outlined in figure 7.3a.

- 2. We [do not find] this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:
 - 1. The proposed text amendment reduces the required horizonal curve radius for public streets within a subdivision.
 - 2. The proposed text amendment lowers the required K value for public streets within a subdivision.
 - 3. The proposed text amendment increases the maximum road grade for public streets within a subdivision.

The proposed text amendment aligns the ordinance with existing local public street conditions and NCDOT standards.	
[DISCUSS & VOTE]	[DISCUSS & VOTE]

SUMMARY: City staff is proposing to align the City's public street standards for subdivisions with standards set forth by the NCDOT for this region. It has been discovered that some of City's current subdivision standards do not take into account the topography of the region and are better suited for piedmont or coastal areas. Staff is recommending that the street design standards for subdivisions be a hybrid of NCDOT's requirements for rolling and mountainous terrain. It is staffs hope that by making these corrections, it will eliminate the need for additional grading/land disturbance and will better align new public street design with the existing conditions found around the City.

PROJECT/PETITIONER NUMBER:	P23-78-STA
PETITIONER NAME:	City of Hendersonville
ATTACHMENTS:	 Staff Report Planning Board Meeting Summary Draft Recorded Ordinance

SUBDIVISION TEXT AMENDMENT: STREET DESIGN UPDATES (P23-78-STA)

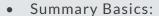
CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT STAFF REPORT

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PROJECT SUMMARY

- Project Name & Case #:
 - Street Design Updates
 - P23-78-STA
- Applicant:
 - o City of Hendersonville
- Subdivision Ordinance Articles Amended:
 - Section 4.03. Streets
 - Amendment to Section C. Street configuration.
- Planning Board Legislative Committee Meeting
 - October 2nd, 2023



City staff is proposing to align the City's public street standards for subdivisions with standards set forth by the NCDOT for this region. It has been discovered that some of City's current subdivision standards do not take into account the topography of the region and are better suited for piedmont or coastal areas. Staff is recommending that the street design standards for subdivisions be a hybrid of NCDOT's requirements for rolling and mountainous terrain. It is staffs hope that by making these corrections, it will eliminate the need for additional grading/land disturbance and will better align new public street design with the existing conditions found around the City.



Amendment Overview:

City staff is proposing several changes to the current street design standards found in the City Subdivision Ordinance. The City's subdivision ordinance was adopted by City Council on March 5, 2020. The current subdivision ordinance was a complete rewrite and modernization from the City's previous subdivision ordinance. The modernization of the subdivision ordinance brought forth new design standards which were not represented in the previous ordinance. The new design standards aimed to provide the City and its citizens the best design product possible and to limit the impact on existing land uses. It has been 3 years since adoption and staff have worked through a good number of subdivisions in various capacities. Through this work staff have found items that prove problematic or that are meant to serve a certain purpose but unknowingly create unforeseen obstacles. It was understood that with this large of an overhaul to an ordinance, that there would be fine tuning smaller amendments to follow the adoption.

The current street design standards have proven difficult for staff to apply to subdivisions and for developers to adhere to due to the topography and terrain of the area. Staff has reviewed many subdivisions with various topography, housing type, location, access etc. and the street design standards continue to prove difficult to achieve for many of the developments while retaining many of the City's other goals (tree preservation, less impactful development, pedestrian friendly development, etc.). In most circumstances the City's standards exceed NCDOT requirements and better reflect requirements that would be found in the piedmont or coastal regions. For example, the recent subdivision projects below had obstacles adhering to one or more aspects of the City's street design standards.

- K-Values
 - Half Moon Heights (also maximum street grade)
 - Townes at Martha Kate
- Curve Radii
 - o 1202 Greenville Highway Townhome Project
 - o Signal Hill Subdivision Project (Variance requested).

The design standards that are in the current ordinance were placed in the ordinance with good design intentions but have created unforeseen issues. For example, the road radius requirement for horizontal curves in the subdivision ordinance is 150°. This requirement greatly broadens curves and makes the road easier to navigate due to it not having sharp curves. The intention of this requirement was to make the road safer by making it easier to navigate. Staff have found out through conversations with NCDOT, Public Works, and research that the increased radii can increase speeding through the streets and create an unsafe pedestrian environment. The wider radius of the curve requires more land disturbance to accommodate the flatter curves. This requires more grading to occur which could impact mature tree preservation and other environmental aspects. The proposed 90° centerline curve radius reflects NCDOT mountainous standards as well as Henderson County's Land Development Codes private subdivision street design standards.

The K value has also created unintended consequences. In order for developments to meet the requirements of the K value (vertical curve) standards, the developers are having to grade additional land to come into compliance. K values involve the vertical curve and sight distance of a roadway. The intent of the ordinance is to ensure that roads are as flat as possible so that site visibility is optimal. In most cases, to accomplish the K value requirement, developments must grade a greater land area to accomplish the desired flat condition. The additional land disturbance impacts the number of mature trees that can be preserved. The requirement also does not allow some flexibility to follow the natural slope of the property in the way that many of our older neighborhoods do. These types of development practices lend themselves to developers clearing and flattening once natural sloped terrain, i.e., mass grading.

The proposed changes would allow new subdivisions to develop in a way that reflects how our community has historically developed. New public streets would better reflect the mountain roads that we travel on every day instead of being more representative of our piedmont/coastal counterparts.

Additions to the Ordinance

Deletions from the Ordinance

Sec. 4.03. Streets.

C. Street configuration.

1. Street rights-of-way.

a. All new streets established in the city's jurisdiction after March 5, 2020 shall include a minimum street right-of-way configured in accordance with Table 4.03.C.1: Minimum Street Right-of-Way Requirements.

TYPE OF STREET	CONFIGURATION	MINIMUM RIGHT-OF-WAY (FEET) [1] [2]	
Expressway	8 lanes, raised median	160	
	4 lanes, grass median	150	
	6 lanes, raised median	150	
	4 lanes, grass median	120	
	4 lanes, raised median	110	
Boulevard	8 lanes, raised median	160	
	6 lanes, raised median	150	
	4 lanes, grass median	120	
	4 lanes, raised median	110	
Major Thoroughfare	7 lanes	120	
	5 lanes	100	
	4 lanes	90	
	3 lanes	80	
Minor Thoroughfare	2 lanes, parking on each side	80	
	2 lanes, parking on one side	70	
	2 lanes, paved shoulder	70	
Local	45		
Cul-de-Sac	45 [3]	45 [3]	
Alley	20		
NOTES:	•		
[1] The street right-of-way shall associated utility strips.	include curb and gutter, sidewalks, multi-use pat	ths, bicycle lanes (where indicated), and	

- [2] Minimum rights-of-way may need to be wider to accommodate all forms of planned infrastructure in accordance with the city's adopted policy guidance.
- [3] Radius will be wider.
 - b. In cases where an existing street is depicted on the city's adopted policy guidance, but is not configured to the required width or cross section, the roadway shall be improved in accordance with the city's adopted policy guidance as part of the development.
 - 2. Street intersections. Street intersections shall be configured in accordance with the following standards:
 - a. Not more than two streets shall intersect at any one point unless the city or NCDOT certifies that such an intersection can be constructed with no extraordinary danger to public safety.
 - b. Streets shall intersect at right angles to the maximum extent practicable, and no two streets shall intersect at less than 60 degrees.
 - c. Whenever possible, proposed intersections along one side of a street shall coincide with existing or proposed intersections on the opposite side of the street.

- d. Where a street center line offset (jog) occurs at an intersection, the distance between centerlines of the intersecting streets shall be not less than 125 feet.
- e. Except when no other alternative is practicable or legally possible, no two streets may intersect with any other street on the same side at a distance of less than 200 feet measured from centerline to centerline of the intersecting street. When the intersected street is an expressway or boulevard, the distance between intersecting streets shall be at least 1,000 feet, unless no other alternative is practicable.
- f. Property lines at street intersections shall be shown as a chord connecting points not less than 15 feet back from the street intersection along each street right-of-way line. Longer setbacks for chord connections for property lines may be required by the DRC as needed for public safety.
- g. In commercial developments the city may assign traffic control to thru traffic within 500 feet of the point of access to the public right-of-way.

3. Development entry points

a. Unless exempted in accordance with subsection (d) below, all subdivisions shall provide streets from the development to the street system outside the development in accordance with Table 4.03.C.3, Required Points of Access:

TYPE OF DEVELOPMENT	DEVELOPMENT SIZE	MINIMUM NUMBER OF VEHICULAR ACCESS POINTS [2]	
Residential and Mixed-Use Development	30 or fewer lots	1	
[3]	31 or more	2	
Non-residential Development, other than Industrial [4]	Less than 5 acres or fewer than 10 lots	1	
	More than 5 acres	2	
NOTES:			
[1] Points of access shall refer to streets, not driveways.			
[2] Additional vehicular access points may be required where determined necessary by the city.			
[3] Multi-family or mixed-use developments of 100 dwelling units or more shall provide at least two points of access regardless of			
the number of lots.			
[4] The Fire Code may require a minimum of two points of access.			

- b. Nothing in this section shall limit the total number of streets providing access to the street system outside a development, or exempt a development from meeting all applicable street connectivity standards.
- c. Street stubs shall be credited as an access point when all ingress or egress to a development is only available from a single expressway, boulevard, or thoroughfare street.
- d. Development shall be exempted from these standards if it is demonstrated the following conditions apply:
 - i. A transportation impact analysis allows a deviation;
 - ii. No other street access points can be located due to existing lot configurations, absence of connecting streets, environmental, or topographic constraints;
 - iii. NCDOT will not authorize the required number of entrances; or
 - iv. Alternative access can be provided in a manner acceptable to the city that is supported by a transportation impact analysis.
- 4. **Turn lanes.** Turn lanes for either or both left and right turns into a commercial or residential subdivision driveway may be necessary for safety when there are high roadway and/or turning volumes or traffic, when the roadway speeds are moderate or high, or where needed due to limited sight distance. When provided, turn lanes shall be configured in accordance with the following:
 - a. The final determination for the need, location, and design of a turn lane is the responsibility of the NCDOT, or the city, as appropriate.
 - b. Left and right turn lanes shall be constructed in accordance with NCDOT standards and specifications.

- c. Right-turn lanes shall be constructed entirely within the frontage of the property being served, since an adjacent development might subsequently require an entrance that would otherwise encroach into the turn lane.
- d. The NCDOT may require a undivided street to be widened when the median has an inadequate width for a left turn lane.

5. **Deceleration lanes.**

- a. Any use capable of generating more than 60 trips per peak hour, as estimated by using NCDOT guidelines or the Institute of Traffic Engineers Trip Generation Manual, shall provide at least one deceleration lane per street front in accordance with NCDOT standards when the use is located along an expressway or boulevard street.
- b. Deviations from these requirements may only be authorized when the NCDOT indicates that a particular development design or technique can still achieve a satisfactory level of access control consistent with the objectives of this section.

6. Cul-de-sac and dead-end streets.

- a. No permanently designed cul-de-sac or other dead-end street shall be longer than 800 linear feet, except where land cannot otherwise be subdivided practicably in the opinion of the city manager.
- b. In cases where one cul-de-sac is accessed from another cul-de-sac, the maximum length for all cul-de-sacs accessed from one another shall be 500 linear feet.
- c. All permanent cul-de-sacs or other dead-end streets shall be provided at the closed end with a turn-around configured in accordance with the city's minimum requirements.
- d. Dead-end streets intended to be continued at a later time shall be provided with a turn-around as required for a dead-end street when required by the city manager.
- e. Only that portion to be required as right-of-way when the street is continued shall be dedicated and made a public street.
- 7. **Street grade.** Street grades shall comply with the following standards:
 - a. Streets and their associated gutters shall maintain grade levels in accordance with Table 4.03.C.7, Maximum and Minimum Street Grade.

TABLE 4.03.C.7: MAXIMUM AND MINIMUM STREET GRADE			
STREET TYPE MAXIMUM GRADE MINIMUM GRADE			
Expressways and Boulevards	6%	Not less than 1%	
Major and Minor Thoroughfares	8% - <u>9%</u>	Not less than 1%	
Local Streets	10% <u>12%</u>		

- b. Street and intersection approaches shall not have grades in excess of three five percent for a distance of 100 feet from the intersection of center lines in all directions for all streets.
- c. All changes in grades for local streets and thoroughfares shall be connected by a vertical curve of a minimum length of 40 20 times the algebraic difference in the percents of grade ("K" value). Stop conditions shall have a minimum "K" value of 44 9 times the algebraic difference of the percents of grade. "K" values for arterials shall be per the AASHTO Geometric Design of Highways and Streets based on design speed.
- d. The city manager may consider deviations from these standards based on topographic conditions or public safety concerns- for Local Streets when natural site slope exceeds 15%. Vertical curves with 10 times the algebraic difference in the percents of grade ("K" value) and stop conditions with 5 times the algebraic difference in the percents of grade ("K" value) may be permitted under this condition.
- 8. **Street curves.** Street curves shall maintain the minimum radii established in Table 4.03.C.8: Minimum Curve Radii and Tangents:

TABLE 4.03.C.8: MINIMUM CENTERLINE CURVE RADII AND TANGENTS			
STREET TYPE	MINIMUM CENTERLINE RADII (FEET) MINIMUM TANGENT DISTANCE		
		BETWEEN REVERSE CURVES ON THE	
		SAME STREET (FEET)	
Expressways and Boulevards	600	150	
Major and Minor Thoroughfares	400 <u>230</u>	100	
Local Streets	150 <u>90</u>	0	

9. Street drainage.

- a. All required drainage facilities associated with a street right-of-way shall be constructed prior to consideration of a final plat.
- b. Storm sewers, drains, and structures installed by the subdivider shall be installed of a size, type, and in locations as approved by the city manager, or NCDOT, as appropriate.
- c. Street drainage facilities located outside the street right-of-way shall be maintained by the developer, the landowner, or an owners' association, and maintenance responsibility shall be noted on the final plat.
- d. The city shall not be responsible for any private or commonly-held subdivision drainage infrastructure connected to publically-maintained drainage facilities, streams, or other outlets having constant flow.

10. Sight distance triangles.

- a. Sight distance triangles established.
 - i. Corner lots and lots with driveways, alleys, or other methods of ingress/egress to a street shall include sight distance triangles to ensure visibility for drivers and pedestrians moving through or in an intersection.
 - ii. Required sight distance triangles shall be configured in accordance with Table 4.03.C.10: Sight Distance Triangle Requirements.
 - iii. Land within a required sight distance triangle shall comply with the standards in Section 4.03.C.10.c, limitations on obstructions within required sight distance triangles.

TABLE 4.03.C.10: SIGHT DISTANCE TRIANGLE REQUIREMENTS			
TYPE OF STREET, INTERSECTION, OR DRIVEWAY		MINIMUM REQUIRED SIGHT DISTANCE TRIANGLE [1] [2] [3]	
Intersections of Streets [4]		10/70	
Driveways Serving Parking Lots		10/70	
Driveways Serving Land Uses Without Parking Lots	Residential	None	
	All Other Uses of Land	10/70 wherever possible	
NOTES:			
[1] See Figure 4.03.C.10, Sight Distance Tr	iangles, for the 10/70 configuration.	•	
[2] The NCDOT may require an alternate configuration.			
[3] AASHTO requirements shall be applied to streets with curves.			
[4] Includes all streets, including public streets.			

b. **Measurement of sight distance triangle.** Sight distance triangles shall be an area between a point at the edge of a street right-of-way located 70 linear feet from the intersection and a second point at the edge of the opposing street right-of-way located ten feet from the intersection (see Figure 4.03.C.10, Sight Distance Triangles).

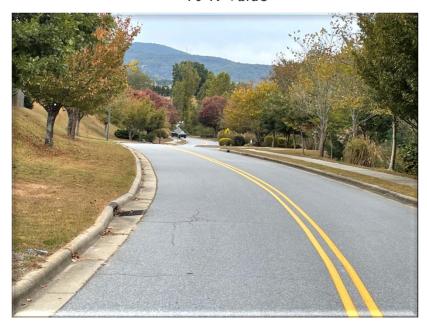
EXAMPLES- STREET DESIGN UPDATES

K- Value- Proposed: 20 K-Value

Cantrell Hills-Silverthorne Court 50 K-Value



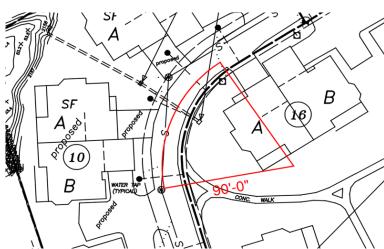
Wolf Chase- Halfmoon Trail
10 K-Value



Minimum Centerline Curve Radii- Proposed: Local Streets 90'

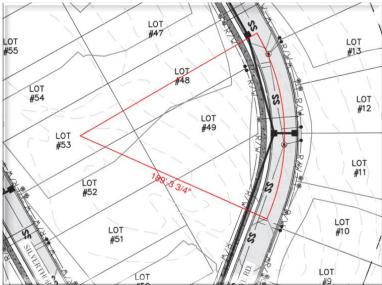
Towne Place-Towne Place Drive 90' Centerline Curve Radius





Cantrell Hills- Fox Cove Road 189' Centerline Curve Radius





Minimum Centerline Curve Radii- Proposed Local Streets 90'

Wolf Chase-Fox Tail Court 90' Centerline Curve Radius



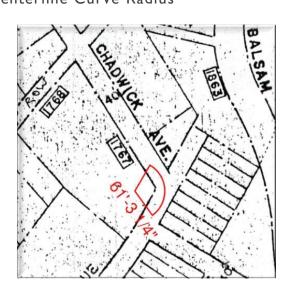
Chadwick Ave- Staff heard concerns from a citizen during the Planning Board meeting that the proposed centerline radius could potentially create streets that mirror the existing conditions on Chadwick Ave. Chadwick Ave. is currently listed as a local street on the comprehensive plan. However, due to the number of daily trips, it could likely be reclassified as a minor throughfare.

Proposed Local Street minimum centerline radius- 90'.

Proposed Minor Throughfare minimum centerline radius-230'.

Existing Conditions- 61' Centerline Curve Radius





Meeting Date-October 2nd, 2023

The Legislative Committee reviews all text amendments prior to consideration by the Planning Board. The committee members in attendance were:

- Jim Robertson
- Neil Brown
- Peter Hanley

Committee members discussed the proposed changes with staff and the reasoning behind the changes. The legislative committee had a general consensus supporting the proposed text amendment. The committee did not propose any changes to the text amendment language.

One member of the general public was present during the meeting. No public comments or questions were received for this proposed text amendment during this meeting.

COMPREHENSIVE DI ANI CONSISTENCY		
COMPREHENSIVE PLAN CONSISTENCY		
	Strategy LU-3.6. Update the Zoning Code (or Subdivision Ordinance) to ensure conformance with the Comprehensive Plan.	
Land Use & Development	Strategy LU-3.5. Minimize negative impacts from growth and land use changes on existing land uses.	
·	Strategy LU-3.4. Promote fiscal responsibility for the City with the expansion of infrastructure and services.	
Population & Housing	Goal PH-3. Promote safe and walkable neighborhoods. Strategy PH-3.1. Establish neighborhood design guidelines that promote safe, walkable and bikeable neighborhoods while accommodating the automobile. Action PH-3.1.2. Encourage public space design features that calm traffic and provide space for pedestrian gathering and circulation. Examples include sidewalks, bike lanes, village greens, narrow streets, traffic mini-circles, and curb extensions.	
Natural & Environmental Resources	Steep Slopes-Hendersonville's mountainous terrain is a unique asset that defines the City's scenic character and attracts residents and visitors. Strategy NR-1.4. Control development on steep slopes in order to protect life and property from erosion and landslides and preserve the natural appearance of hillsides. Goal NR-3. Reduce the ecological footprint of developed and developing areas in order to reduce the impact on natural resources, create a healthy, sustainable community and reduce energy costs.	
Cultural & Historic Resources	There are no Goals, Strategies, or Actions that are directly applicable to this petition.	
Community Facilities	There are no Goals, Strategies, or Actions that are directly applicable to this petition.	
Water Resources	There are no Goals, Strategies, or Actions that are directly applicable to this petition.	
Transportation & Circulation	Goal TC-1. Develop a multi-modal transportation system that encourages pedestrian and bicycle usage in order to promote pedestrian safety, reduce vehicle miles travelled and encourage community interaction. Action TC-1.3.3 Implement traffic calming techniques in existing or planned mixeduse, high-density locations including the Downtown Core, Downtown Support, Urban Institutional, Neighborhood Activity Center, and Regional Activity Center categories on the Future Land Use Map. Strategy TC-3.2. Coordinate with the NC Department of Transportation and French Broad River Metropolitan Planning Organization (MPO) on localized transportation planning. Strategy TC-3.3. Implement local policies and practices that complement and expand	

Section 7, Item A.

upon the State's access management standards.

Figure 7.3a: Complete Streets, continued

Tightened curb radii slow vehicle turning movements.

GENERAL REZONING STANDARDS		
	Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property -	
Compatibility	The proposed text amendment allows public streets and major subdivisions to be developed in such a way that reflects existing conditions and historical development trends. The proposed street design changes allows for rolling/mountainous terrain to retain its character and not be greatly disturbed or impacted in order to meet street design standards. The proposed changes do reduce the standards for public street design in subdivisions, they do follow the guidelines set forth by the NCDOT for areas with similar terrain as Hendersonville.	
	Whether and the extent to which there are changed conditions, trends or facts that require an amendment -	
Changed Conditions	The City's subdivision ordinance was adopted by City Council on March 5, 2020. The current subdivision ordinance was a complete rewrite and modernization from the City's previous subdivision ordinance. The modernization of the subdivision ordinance brought forth new design standards which were not represented in the previous ordinance. The new design standards aimed to provide the City and its citizens the best design product possible and to limit the impact on existing land uses. It has been 3 years since adoption and staff have worked through a good number of subdivisions in various capacities. Through this work staff have found items that prove problematic or that are meant to serve a certain purpose but unknowingly create unforeseen obstacles.	
	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 -	
Public Interest	Retaining community character and environmental sensitivity continue to be main points of emphasis with Hendersonville citizens discussing Hendersonville's development future. This text amendment could allow developers to reduce the required land disturbing activity and allow them to better work within the natural slope of the land. New subdivision would not be planned through the lens of road design as heavily, and could take in more account the natural lay of the land and working within those parameters.	
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	

The proposed text amendments are a hybrid of NCDOT's street design standards. The standards provided were set by North Carolina's largest road design and maintenance entity. The standards were set forth by NCDOT with practical design and safety at the forefront. By aligning the City's standards with the standards of the NCODT, we can assure that we are representative of the latest applicable trends for roadways in the region.

Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands and wildlife -

Effect on Natural Environment

The proposed text amendment allows developers more flexibility when designing their street system to better work with the natural slope of the land, instead of requiring that they create a new slope/terrain of the property. The decrease in land disturbance will have a positive impact on grading, soil and erosion control, stream protection, and tree preservation. Street design would not be leading the design factor of subdivisions and could lead to more creative designs that take natural resources into account.

The petition is found to be [consistent] with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The petition aligns with the Comprehensive Plan's Strategy to Implement local policies and practices that complement and expand upon the State's access management standards (Strategy TC-3.3) and due to the fact that it incorporates some of the complete street goals outlined in figure 7.3a.

We [find] this proposed subdivision text amendment petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:

DRAFT [Rationale for Approval]

- The proposed text amendment creates flexibility for subdivision developers to work with the existing terrain and slope of the property when designing their development and public street system.
- The proposed text amendment has the potential to reduce the amount of land disturbed within a proposed subdivision which could decrease environmental impacts.
- The proposed text amendment aligns the ordinance with existing local public street conditions and NCDOT standards.

DRAFT [Rational for Denial]

- The proposed text amendment reduces the required horizonal curve radius for public street within a subdivision.
- The proposed text amendment lowers the required K value for public streets within a subdivision.
- The proposed text amendment increases the maximum road grade for public streets within a subdivision.

PLANNING BOARD RECOMMENDATION



Project #: P23-78-STA

Meeting Date: October 12th, 2023

PETITION REQUEST: Subdivision Text Amendment – Public Street Design Updates

APPLICANT/PETITIONER: City of Hendersonville

PLANNING BOARD ACTION SUMMARY:

Staff gave a presentation on the request providing an analysis of existing conditions and staff's recommended text revisions. Additionally, staff presented the feedback from the Legislative Committee level and reviewed the guidance from the Comprehensive Plan and the criteria for considering a Text Amendment. Planning Board considered this item for approximately <u>48</u> minutes.

One member of the public spoke on the proposed changes.

Lynne Williams, Chadwick Avenue stated her concern was trading safety for other benefits. She stated signs may help drivers with safety for changes to the radius. She was also concerned about the rolling hill standards and that the City also has mountainous areas. Protection for ridgelines was a concern. She was concerned about this making mountainous areas and forests more accessible for development and that was not a plus. Developers being able to build more easily on slopes is not a goal of hers. Citizens want a highly reviewed process with opportunities to provide feedback and not just the administrative review of one person in the city.

The Planning Board's main points of discussion were:

- I. Chair asked if they used the rolling hill standard. Mr. Morrow stated that everything was from the rolling standards except for the local street radius which was a mountainous requirement. Staff did discuss this with Public Works and the Engineering Department and those departments stated that may be open to something even less than 90' but Planning Staff wanted to stay consistent with NCDOT standards.
- 2. Ms. Waters was concerned with the steep grade on some streets in Henderson County and are they looking at roads with steep grades concerning ambulances and fire trucks. Mr. Morrow stated they are looking at anything that would be detrimental to any emergency services vehicles. He gave an example of the K value they are proposing. Mr. Morrow stated an older subdivision such as Haywood Knolls would not meet the street requirements today for NCDOT and therefore would not be allowed. No streets with slopes such as these would be approved today. Ms. Waters's concern was the Half Moon subdivision. Mr. Morrow stated the Half Moon Trail was previously built but all the new roads in Half Moon will meet the current standards before any proposed changes.

3. Chair asked about hazard signs due to curves and if these would be required. Mr. Morrow stated he did not believe any of the requirements would trigger signs to be required for curves. At least not by our city standards. The Public Works Director did not bring up any concerns when reviewing the proposed changes. The City would not create a standard that would require hazard signs to be installed for all new public streets built.

MOTION:

Mr. Hanely made a motion to approve the petition. The motion passed 8-0 with the following language:

COMPREHENSIVE PLAN CONSISTENCY AND REASONABLENESS STATEMENT:

The petition is found to be consistent with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The petition aligns with the Comprehensive Plan's Strategy to Implement local policies and practices that complement and expand upon the State's access management standards (Strategy TC-3.3) and because it incorporates some of the complete street goals outlined in figure 7.3a.

REASONABLENESS STATEMENT

We find this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:

[Rationale for Approval]

- 1. The proposed text amendment creates flexibility for subdivision developers to work with the existing terrain and slope of the property when designing their development and public street system.
- 2. The proposed text amendment has the potential to reduce the amount of land disturbed within a proposed subdivision which could decrease environmental impacts.
- 3. The proposed text amendment aligns the ordinance with existing local public street conditions and NCDOT standards.

BOARD ACTION

• Motion/Second: Hanley/Peacock

• Yeas: Robertson, Robinson, Martin, Hanley, Peacock

Robertson, Waters, FloresNays: N/A

• Absent: Cromar, Brown

• Recused: N/A

Ordinance	#	-

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE CITY OF HENDERSONVILLE SUBDIVISION ORDINANCE, SECTION 4.03. STREETS BY REVISING SUBSECTION C. STREET CONFIGURATION TO AMEND THE PUBLIC STREET DESIGN STANDARDS FOR SUBDIVISIONS IN THE CITY OF HENDERSONVILLE.

WHEREAS, the City of Hendersonville's Planning Board has reviewed and recommended for adoption a subdivision text amendment to the public street design standards for subdivisions within the City of Hendersonville's jurisdiction; and

WHEREAS, the proposed amendment is intended to create compatible street design standards that reflects existing conditions while maintaining a safe and effective street system; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina that Section 4.03. Streets and subsection C. Street configuration of the Subdivision Ordinance of the City of Hendersonville be amended as follows:

Sec. 4.03. Streets.

C. Street configuration.

1. Street rights-of-way.

a. All new streets established in the city's jurisdiction after March 5, 2020 shall include a minimum street right-of-way configured in accordance with Table 4.03.C.1: Minimum Street Right-of-Way Requirements.

TABLE 4.03.C.1: MINIMUM STREET RIGHT-OF-WAY REQUIREMENTS			
TYPE OF STREET	CONFIGURATION	MINIMUM RIGHT-OF- WAY (FEET) [1] [2]	
Expressway	8 lanes, raised median	160	
	4 lanes, grass median	150	
	6 lanes, raised median	150	
	4 lanes, grass median	120	
	4 lanes, raised median	110	
Boulevard	8 lanes, raised median	160	
	6 lanes, raised median	150	
	4 lanes, grass median	120	
	4 lanes, raised median	110	
Major Thoroughfare	7 lanes	120	
	5 lanes	100	
	4 lanes	90	
	3 lanes	80	
Minor Thoroughfare	2 lanes, parking on each side	80	
	2 lanes, parking on one side	70	

	2 lanes, paved shoulder	70
Local	45	
Cul-de-Sac	45 [3]	
Alley	20	
MOTEG		

NOTES:

- [1] The street right-of-way shall include curb and gutter, sidewalks, multi-use paths, bicycle lanes (where indicated), and associated utility strips.
- [2] Minimum rights-of-way may need to be wider to accommodate all forms of planned infrastructure in accordance with the city's adopted policy guidance.
- [3] Radius will be wider.
 - b. In cases where an existing street is depicted on the city's adopted policy guidance, but is not configured to the required width or cross section, the roadway shall be improved in accordance with the city's adopted policy guidance as part of the development.
 - 2. **Street intersections.** Street intersections shall be configured in accordance with the following standards:
 - a. Not more than two streets shall intersect at any one point unless the city or NCDOT certifies that such an intersection can be constructed with no extraordinary danger to public safety.
 - b. Streets shall intersect at right angles to the maximum extent practicable, and no two streets shall intersect at less than 60 degrees.
 - c. Whenever possible, proposed intersections along one side of a street shall coincide with existing or proposed intersections on the opposite side of the street.
 - d. Where a street center line offset (jog) occurs at an intersection, the distance between centerlines of the intersecting streets shall be not less than 125 feet.
 - e. Except when no other alternative is practicable or legally possible, no two streets may intersect with any other street on the same side at a distance of less than 200 feet measured from centerline to centerline of the intersecting street. When the intersected street is an expressway or boulevard, the distance between intersecting streets shall be at least 1,000 feet, unless no other alternative is practicable.
 - f. Property lines at street intersections shall be shown as a chord connecting points not less than 15 feet back from the street intersection along each street right-of-way line. Longer setbacks for chord connections for property lines may be required by the DRC as needed for public safety.
 - g. In commercial developments the city may assign traffic control to thru traffic within 500 feet of the point of access to the public right-of-way.

3. **Development entry points**

a. Unless exempted in accordance with subsection (d) below, all subdivisions shall provide streets from the development to the street system outside the development in accordance with Table 4.03.C.3, Required Points of Access:

TABLE 4.03.C.3: REQUIRED POINTS OF ACCESS [1]		
TYPE OF DEVELOPMENT	DEVELOPMENT SIZE	MINIMUM NUMBER OF VEHICULAR ACCESS POINTS [2]
Residential and Mixed-Use	30 or fewer lots	1
Development [3]	31 or more	2
Non-residential Development, other than Industrial [4]	Less than 5 acres or fewer than 10 lots	1
	More than 5 acres	2
NOTES:		
[1] Points of access shall refer to	streets, not driveways.	
[2] Additional vehicular access points may be required where determined necessary by the city.		
[3] Multi-family or mixed-use developments of 100 dwelling units or more shall provide at least two points of access regardless of the number of lots.		

- b. Nothing in this section shall limit the total number of streets providing access to the street system outside a development, or exempt a development from meeting all applicable street connectivity standards.
- c. Street stubs shall be credited as an access point when all ingress or egress to a development is only available from a single expressway, boulevard, or thoroughfare street.
- d. Development shall be exempted from these standards if it is demonstrated the following conditions apply:
 - i. A transportation impact analysis allows a deviation;

[4] The Fire Code may require a minimum of two points of access.

- ii. No other street access points can be located due to existing lot configurations, absence of connecting streets, environmental, or topographic constraints;
- iii. NCDOT will not authorize the required number of entrances; or
- iv. Alternative access can be provided in a manner acceptable to the city that is supported by a transportation impact analysis.
- 4. **Turn lanes.** Turn lanes for either or both left and right turns into a commercial or residential subdivision driveway may be necessary for safety when there are high roadway and/or turning volumes or traffic, when the roadway speeds are moderate or high, or where needed due to limited sight distance. When provided, turn lanes shall be configured in accordance with the following:
 - a. The final determination for the need, location, and design of a turn lane is the responsibility of the NCDOT, or the city, as appropriate.
 - b. Left and right turn lanes shall be constructed in accordance with NCDOT standards and specifications.

- c. Right-turn lanes shall be constructed entirely within the frontage of the property being served, since an adjacent development might subsequently require an entrance that would otherwise encroach into the turn lane.
- d. The NCDOT may require a undivided street to be widened when the median has an inadequate width for a left turn lane.

5. Deceleration lanes.

- a. Any use capable of generating more than 60 trips per peak hour, as estimated by using NCDOT guidelines or the Institute of Traffic Engineers Trip Generation Manual, shall provide at least one deceleration lane per street front in accordance with NCDOT standards when the use is located along an expressway or boulevard street.
- b. Deviations from these requirements may only be authorized when the NCDOT indicates that a particular development design or technique can still achieve a satisfactory level of access control consistent with the objectives of this section.

6. Cul-de-sac and dead-end streets.

- a. No permanently designed cul-de-sac or other dead-end street shall be longer than 800 linear feet, except where land cannot otherwise be subdivided practicably in the opinion of the city manager.
- b. In cases where one cul-de-sac is accessed from another cul-de-sac, the maximum length for all cul-de-sacs accessed from one another shall be 500 linear feet.
- c. All permanent cul-de-sacs or other dead-end streets shall be provided at the closed end with a turn-around configured in accordance with the city's minimum requirements.
- d. Dead-end streets intended to be continued at a later time shall be provided with a turnaround as required for a dead-end street when required by the city manager.
- e. Only that portion to be required as right-of-way when the street is continued shall be dedicated and made a public street.
- 7. **Street grade.** Street grades shall comply with the following standards:
 - a. Streets and their associated gutters shall maintain grade levels in accordance with Table 4.03.C.7, Maximum and Minimum Street Grade.

TABLE 4.03.C.7: MAXIMUM AND MINIMUM STREET GRADE		
STREET TYPE	MAXIMUM GRADE	MINIMUM GRADE
Expressways and Boulevards	6%	Not less than 1%
Major and Minor Thoroughfares	8% - <u>9%</u>	Not less than 1%
Local Streets	10% _ <u>12%</u>	

- b. Street and intersection approaches shall not have grades in excess of three five percent for a distance of 100 feet from the intersection of center lines in all directions for all streets.
- c. All changes in grades for local streets and thoroughfares shall be connected by a vertical curve of a minimum length of 40 20 times the algebraic difference in the percents of grade ("K" value). Stop conditions shall have a minimum "K" value of 14 9 times the

- algebraic difference of the percents of grade. "K" values for arterials shall be per the AASHTO Geometric Design of Highways and Streets based on design speed.
- d. The city manager may consider deviations from these standards based on topographic conditions or public safety concerns. for Local Streets when natural site slope exceeds 15%. Vertical curves with 10 times the algebraic difference in the percents of grade ("K" value) and stop conditions with 5 times the algebraic difference in the percents of grade ("K" value) may be permitted under this condition.
- 8. **Street curves.** Street curves shall maintain the minimum radii established in Table 4.03.C.8: Minimum Curve Radii and Tangents:

TABLE 4.03.C.8: MINIMUM CENTERLINE CURVE RADII AND TANGENTS		
STREET TYPE	MINIMUM CENTERLINE	MINIMUM TANGENT
	RADII (FEET)	DISTANCE BETWEEN
		REVERSE CURVES ON THE SAME STREET (FEET)
Expressways and Boulevards	600	150
Major and Minor Thoroughfares	400 230	100
3		

9. Street drainage.

- a. All required drainage facilities associated with a street right-of-way shall be constructed prior to consideration of a final plat.
- b. Storm sewers, drains, and structures installed by the subdivider shall be installed of a size, type, and in locations as approved by the city manager, or NCDOT, as appropriate.
- c. Street drainage facilities located outside the street right-of-way shall be maintained by the developer, the landowner, or an owners' association, and maintenance responsibility shall be noted on the final plat.
- d. The city shall not be responsible for any private or commonly-held subdivision drainage infrastructure connected to publically-maintained drainage facilities, streams, or other outlets having constant flow.

10. Sight distance triangles.

- a. Sight distance triangles established.
 - i. Corner lots and lots with driveways, alleys, or other methods of ingress/egress to a street shall include sight distance triangles to ensure visibility for drivers and pedestrians moving through or in an intersection.
 - ii. Required sight distance triangles shall be configured in accordance with Table 4.03.C.10: Sight Distance Triangle Requirements.
 - iii. Land within a required sight distance triangle shall comply with the standards in Section 4.03.C.10.c, limitations on obstructions within required sight distance triangles.

TYPE OF STREET, INTERSE	ANCE TRIANGLE REQUIREME CTION, OR DRIVEWAY	MINIMUM REQUIRED SIGHT DISTANCE TRIANGLE [1] [2] [3]
Intersections of Streets [4]		10/70
Driveways Serving Parking Lots		10/70
Driveways Serving Land Uses Without Parking Lots	Residential	None
	All Other Uses of Land	10/70 wherever possible
NOTES:		
[1] See Figure 4.03.C.10, Sight D	istance Triangles, for the 10/70 co	nfiguration.
[2] The NCDOT may require an a	lternate configuration.	
[3] AASHTO requirements shall		
[4] Includes all streets, including	public streets.	
Adopted by the City Council of the November 2023.	tion (see Figure 4.03.C.10, Sight I	G ,
Attest:	Barbara G. Volk,	Mayor, City of Hendersonville
Jill Murray, City Clerk		
Approved as to form:		

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 11/2/2023

AGENDA SECTION: NEW BUSINESS DEPARTMENT: Administration

TITLE OF ITEM: Appointment of New City Council Member – Mayor Volk

SUGGESTED MOTION(S):

I nominate to serve a one-year term on the Hendersonville City C	Council
--	---------

SUMMARY:

Due to Council Member Jerry Smith's retirement, the City Council will nominate and discuss potential candidates to serve a one year term on 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



SUBMITTER:

CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

AGENDA SECTION: NEW BUSINESS DEPARTMENT: Administration

TITLE OF ITEM: Request by Rotary Club of Hendersonville to Place American Flags on Main

Street - Fritz Becker, Rotary Community Service Director

MEETING DATE: 11/2/2023

SUGGESTED MOTION(S):

I move that City Council approve the placement	t of American Flags along Mair	n Street on Memorial Day,
Fourth of July, Veterans' Day, Election Day,	, and	•

SUMMARY:

The Rotary Club is requesting permission to place small American Flags along Main Street on specific holidays. I have asked them to make a presentation to the City Council requesting permission.

BUDGET IMPACT: \$ NA

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

John Connet

If no, describe how it will be funded. NA

ATTACHMENTS:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** 11/2/2023

AGENDA SECTION: NEW BUSINESS DEPARTMENT: Administration

TITLE OF ITEM: Greenville Highway Sewer Installation – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that the City Council deny the request from Henderson County to install sewer along Greenville Highway, but authorize Henderson County or their agent to install sewer in accordance with the Contract of Purchase and Interlocal Cooperation and Settlement Agreement dated the 20th of December, 2000 and all other City standards.

SUMMARY:

In accordance with the 2000 agreement Henderson County is requesting the City of Hendersonville to install approximately 1100 linear feet of gravity sewer to serve a five lot subdivision along Greenville Highway. The subdivision was approved by Henderson County with the condition that the property owner could not agree to be annexed by the City of Hendersonville. Therefore, staff recommends that the City not install sewer to this small subdivision.

BUDGET IMPACT: \$ NA

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

If no, describe how it will be funded. NA

ATTACHMENTS:

Letter of Request from Henderson County



OFFICE OF THE COUNTY ATTORNEY

Henderson County, North Carolina

October 13, 2023

Mr. John Connet, Manager City of Hendersonville 160 6th Avenue East Hendersonville, NC 28792

RE: Sewer connection on Greenville Highway

Dear Mr. Connet:

This is to communicate the desire of Henderson County for the City of Hendersonville to extend its sewer lines from the existing line located at the traffic circle on Greenville Highway (NC Highway 225) along Greenville Highway to the property owned by OurCo Construction Company LLC abutting Greenville Highway. This it to formally request the construction of such a sewer line by the City, pursuant to section 5.03 of the Contract of Purchase and Interlocal Cooperation and Settlement Agreement dated the 20th of December, 2000, between the County, the City and the Mud Creek Water and Sewer District. The details of the proposed line, which I understand indicates construction to City standards, are shown on the attached.

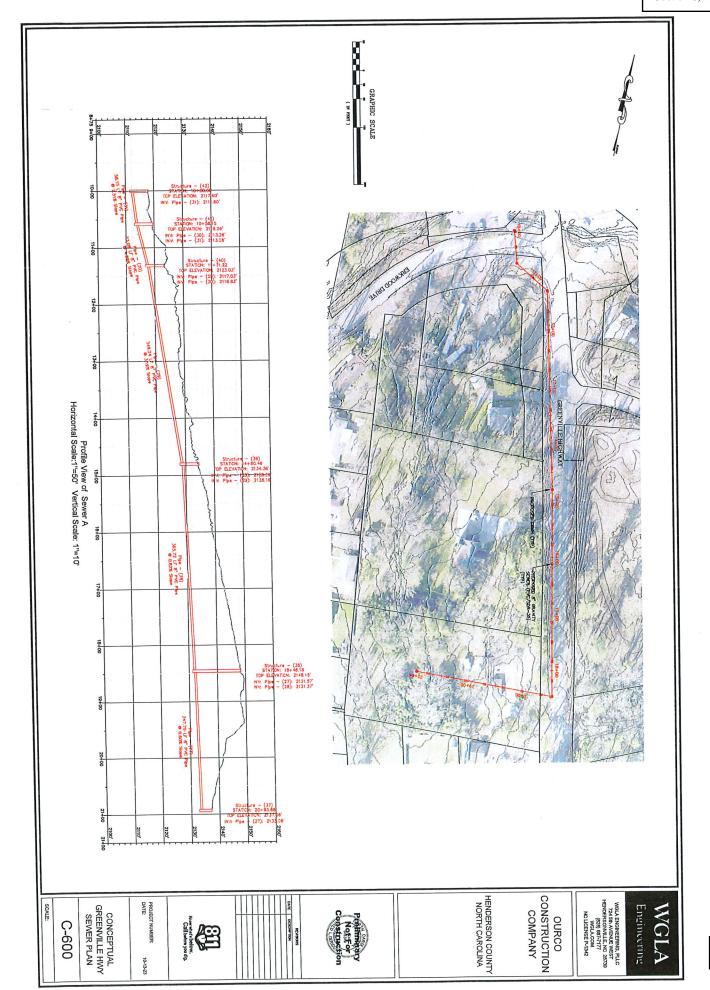
Thank you for communicating this to the City Council.

Sincerely,

Charles Russell Burrell

Enclosure (OurCo conceptual sewer plan)

Cc: Mr. Craig Justus





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 11/2/2023

AGENDA SECTION: NEW BUSINESS DEPARTMENT: Administration

TITLE OF ITEM: Acceptance of a \$100,000 Grant for the Development of an Affordable Housing

Strategic Plan - Lew Holloway, Community Development Director and Angie

Beeker, City Attorney

SUGGESTED MOTION(S):

I move that the City Council adopt the resolution accepting the \$100,000 grant from the Dogwood Trust for the development of an Affordable Housing Strategic Plan.

SUMMARY:

The City of Hendersonville applied for and received an \$100,000 grant for the development of a Affordable Housing Strategic Plan. Staff is asking City Council to accept the grant and direct us to proceed with the development of the plan.

BUDGET IMPACT: \$ 100,000 Grant

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

If no, describe how it will be funded. NA

ATTACHMENTS:

Grant Documents

Approval Resolution

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL ACCEPTING A GRANT FROM THE DOGWOOD HEALTH TRUST FOR THE PURPOSE OF DEVELOPMENT OF AN AFFORDABLE HOUSING STRATEGIC PLAN

WHEREAS, the Dogwood Health Trust (the "Trust") has established a grant that provides funding to municipalities for affordable housing needs within the community; and

WHEREAS, the Hendersonville City Council has established that there is a critical need for affordable housing within the city limits; and

WHEREAS, the City of Hendersonville applied for a grant to conduct an Affordable Housing Strategic Plan that will serve as a roadmap to affordable housing development and preservation in Henderson County. The Affordable Housing Plan will help the City of Hendersonville define specific measurable initiatives that can be pursued to address affordable housing needs as well as support the pursuit of additional funding, including a bond, CDBG funding and other grant funding as applicable, in service of both policy and bricks and mortar solutions; and

WHEREAS, the City's has been awarded \$100,000.00 by the Trust to be used for the Affordable Housing Strategic Plan Purposes; and

WHEREAS, the City of Hendersonville desires to accept the grant funds, and authorize the execution of the grant funding agreement;

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

- 1. The City hereby accepts the grant from the Trust to be used for the Affordable Housing Strategic Plan; and
- 2. The City Manager is authorized to execute the Grant Agreement, with such changes as he deems appropriate, provide they are consistent with the terms of this Resolution;
- 3. City Staff are authorized and directed to proceed with the development of the Affordable Housing Strategic Plan.

Adopted by the City Council of the City of Hendersonville, North Carolina on thisday o 20		
Attest:	Barbara G. Volk, Mayor, City of Hendersonville	
Jill Murray, City Clerk		
Approved as to form:		
Angela S. Beeker, City Attorney		



Dear Grantee,

It is my pleasure to inform you that the Dogwood Health Trust ("Grantor" or "we") has approved a grant (the "Grant") to your organization (together with any wholly owned Affiliate referenced in Exhibit A, "Grantee" or "you") in the amount and for the project described in Exhibit A (the "Project"). Grantee shall use the Grant consistent with the purposes of Grantor's tax-exempt mission to create a dramatically healthier region in Western North Carolina and in accordance with the terms herein.

This letter is a legally binding agreement between Grantor and Grantee ("Agreement"). Grantor and Grantee are each a "party" and collectively, the "parties." The Agreement will be effective upon our receipt of this Agreement, signed by an authorized representative of Grantee. An electronic copy will suffice.

We will arrange for payment of the grant in accordance with the payment schedule set forth in in Exhibit A. Grantor will use reasonable commercial efforts to provide payment using the Grantee's preferred payment method set forth in Exhibit B.

You will be required to submit report(s) to the Grantor on the use of and outcomes related to grant dollars. The Grantor may decline to consider grant renewals for Grantees who fail to do so. Please see Section 2 below and Exhibit A for additional information on the reporting requirement.

TERMS AND CONDITIONS

- 1. Use of Funds. Grantee shall use the Grant, and any interest or other income generated by the grant funds, only for the purposes of the Project described in Exhibit A and in a manner consistent with the terms of this Agreement and the budget set forth in Exhibit A. All grant funds must be expended prior to the due date of the final report. Grantee must use the Grant to support one or more of the 18 counties and Qualla Boundary within the Grantor's Region. Grantee may not make any changes (i) in the purposes for which the Grant is made or (ii) to any budget cost category that exceeds 10% in a budget year (assuming the budget set forth on Exhibit A has budget cost categories) without the Grantor's prior written approval. Requests and approvals for amendments to any budget cost category that exceeds 10% in a budget year shall be handled pursuant to Grantor's forms and procedures.
- 2. Reporting. The Grantee will submit to Grantor the written reports set forth on Exhibit A detailing Grant progress from a programmatic perspective along with a report of expenditures and confirmation that Grantee is in compliance with the terms of this Agreement. Grantor will provide reporting instructions prior to the due date found in Exhibit A. As part of the financial final report, Grantee will report separately grant dollars spent by county benefited. In addition to written reports, Grantor may request stories that illustrate Grantee's impact either by requesting that Grantee share such stories or provide

access to individual(s) to interview for stories. Grantor may also request photographs that illustrate Grantee's work. Grantee will assume responsibility for securing all required photo releases and usage rights for any images provided to Grantor and provide verification of such to Grantor upon request. Requests and approvals for amendments to the due date of the interim, progress or final report (includes narrative and financial) shall be handled pursuant to Grantor's forms and procedures.

- 3. Recordkeeping. Grantee shall treat the Grant and any interest or income generated by the Grant as restricted assets and shall maintain either a separate account for the Grant on Grantee's books or the Grant in a separate bank account. All expenditures made in furtherance of the Project shall be charged off against the Grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of the Grant. Grantee shall make all books and records pertaining to the Grant available to the Grantor at reasonable times for review and audit and shall comply with all reasonable requests of the Grantor for information and interviews regarding use of the Grant. Grantee shall keep copies of all books and records related to this grant and all reports to the Grantor for at least six years after Grantee has expended the last of the Grant.
- 4. **Prohibited Uses.** Grantee shall not use any portion of the funds granted in a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including:
 - a. Influencing the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2);
 - b. Carrying on propaganda, or otherwise attempting, to influence legislation of any kind by any governmental body or by means of a public vote, interpreted in accordance with the provisions of IRC sections 4945(d)(1) and 4945(e); or
 - c. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with either Grantee's (i) status as a Section 501(c)(3) public charity, or (ii) public purposes as a governmental unit described in Section 170 (c)(1), as the case may be.
- 5. Regrants/Earmarking. Grantee may regrant or loan a part of this grant if and only if such regrants fall within the stated purpose of the grant and the Agreement or are in accordance with the charitable purposes of Grantee and Grantor. Grantee acknowledges that Grantor has not earmarked Grant funds under this Agreement for any subgrantee, borrower, or contractor of Grantee, and no agreement otherwise exists that permits the Grantor to cause the selection of any such subgrantee, borrower, or contractor. Grantee has exercised or shall exercise exclusive control, in fact, over any such selection process and has made or shall make the selection of any subgrantee, borrower, or contractor completely independently of the Grantor.

6. No Pledge. Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other purpose. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Grantor and Grantee or any other entity.

7. Representation and Warranty Regarding Tax Status.

- a. By entering into this Agreement, Grantee represents and warrants that Grantee is either (i) exempt from federal income tax under IRC Section 501(c)(3) and is a not a private foundation within the meaning of IRC Section 509(a) nor a Type III non-functionally integrated IRC Section 509(a)(3) supporting organization or any other IRC Section 509(a)(3) supporting organization that is controlled directly or indirectly by a disqualified person with respect to Grantee or (ii) a governmental unit described in Section 170 (c)(1).
- **b.** Grantee's tax status has not been revoked and, to Grantee's knowledge, Grantee is not under review or audit by the Internal Revenue Service. Upon request, Grantee will provide Grantor with current documentation of its tax status.
- c. Grantee's receipt of the Grant and compliance with the terms of this Agreement will not cause Grantee to be in violation or conflict with the governing documents of Grantee or any law to which Grantee is subject, or to be in breach or default of any contract or license to which Grantee is a party; nor will it have any material adverse effect on Grantee's tax or legal status.
- **d.** There is no pending proceeding or investigation directed at the Grantee by a federal, state, tribal, or local administrative agency or authority that could have a material adverse impact on the Grantee's ability to perform its obligations under this Agreement.
- e. Grantee will not use Grant funds to compensate any person that Grantor has identified in writing to Grantee as a disqualified person within the meaning of IRC Section 4946.
- **f.** If the Grantee is a council of government, Grantee represents and warrants that local governments fund its operations, appoint its directors, and supervise the organization.
- 8. Notice. Grantee shall give the Grantor immediate written notice upon the occurrence of any of the following: (i) any change in either Grantee's tax-exempt or public charity status, or its status as a governmental unit described in Section 170 (c)(1), as the case may be; (ii) a proceeding or investigation directed at the Grantee or an employee, director or officer of the Grantee by a federal, state, tribal, or local administrative agency or authority ("Government Proceeding") that could have a material adverse impact on

the Grantee's ability to perform its obligations under this Agreement; or (iii) a Government Proceeding related to a claim alleging the diversion of grant funds to a non-charitable purpose, financial impropriety, fraud or breach of fiduciary duty. Written notification will be provided to the General Counsel of Dogwood Health Trust at impactgrants@dht.org.

- 9. Publications; License. Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Grantor may establish from time to time. Grantee grants to the Grantor a perpetual, irrevocable, fully-paid up, royalty-free, nonexclusive license to publish, use, distribute, reproduce, copy, and prepare derivative works based upon any publications, studies, or research funded by this grant at the sole discretion of the Grantor.
- 10. Grant Announcements and Communications. Grantee shall submit in advance to the Grantor, for review and revision at the sole discretion of the Grantor, any press releases or external announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its internal publications (annual reports, newsletters, etc.), organizational social media, or tax returns. The Grantor, in its sole discretion, may include information on the grant in its newsletters, website, social media and periodic public reports.
- 11. Terrorist Activity. Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.
- 12. Liability. Grantee agrees that, to the extent permitted by North Carolina Tort Claims Act, Grantee will be solely responsible for its acts and omissions in carrying out the activities and purposes of the Grant.
- 13. No Agency. Grantee and not the Grantor is solely responsible for all activities supported by the Grant, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- **Assignment.** Grantee may not assign any rights or delegate any obligations created by this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of Grantor. Any assignment in violation of the foregoing is null and void. This Agreement will be binding upon the successors, legal representatives and permitted assigns of the parties.
- **Waivers.** The failure of the Grantor to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- 16. Remedies. Grantee shall repay to the Grantor any portion of the Grant which is not spent or committed for the charitable purposes of this Agreement. If the Grantor determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any

provision of this Agreement, including but not limited to failure to submit reports when due, the Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Grantor may demand the return of all or part of the unexpended Grant, which Grantee shall immediately repay to the Grantor. Grantor may, in its sole discretion, discontinue or suspend funding if making such payment might, in the judgment of the Grantor, expose the Grantor to liability, adverse tax consequences, or constitute a taxable expenditure. The Grantor may also avail itself of any other remedies available by law.

- 17. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
- 18. Entire Agreement. This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.
- 19. Survival. A party's obligations under this Agreement that by their nature are intended to survive termination or expiration of this Agreement shall so survive.
- 20. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina applicable to contracts to be performed entirely within the State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of the state courts of North Carolina and to the jurisdiction of the United States District Court for the Western District of North Carolina and (b) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in any North Carolina state or U.S. federal court sitting in the County of Buncombe, North Carolina.

Please have an authorized officer of your organization sign this Agreement and return it to the Grantor. You may return the signed Agreement via AdobeSign, or send it to finance@dht.org or 890 Hendersonville Rd, Suite 300, Asheville, NC 28803. Please keep a copy of the signed Agreement for your files.

If you have any questions concerning this grant or the grant agreement, please don't hesitate to email impactgrants@dht.org or contact your DHT Community Investment Team contact.

On behalf of Dogwood Health Trust's Board and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,

Dogwood Health Trust

Accepted on behalf of organization by: Date: Authorized Signature Name	<. W:	
Susan Mims, MD, MPH Name President & CEO Title Oct 24, 2023 Date Accepted on behalf of organization by: Date: Authorized Signature	Susan Mims (Oct 24, 2023 05:55 EDT)	
Susan Mims, MD, MPH Name President & CEO Title Oct 24, 2023 Date Accepted on behalf of organization by: Date: Authorized Signature	Authorized Signature	
President & CEO Title Oct 24, 2023 Date Accepted on behalf of organization by: Date: Authorized Signature		
President & CEO Title Oct 24, 2023 Date Accepted on behalf of organization by: Date: Authorized Signature		the same of the sa
President & CEO Title Oct 24, 2023 Date Accepted on behalf of organization by: Authorized Signature Name	Susan Mims, MD, MPH	
Oct 24, 2023 Date Accepted on behalf of organization by: Authorized Signature Name	Name	
Oct 24, 2023 Date Accepted on behalf of organization by: Authorized Signature Name		
Oct 24, 2023 Date Accepted on behalf of organization by: Authorized Signature Name	D 11 40 CFG	
Oct 24, 2023 Date Accepted on behalf of organization by: Authorized Signature Name	President & CEO	
Accepted on behalf of organization by: Date: Authorized Signature Name	Ittle	
Accepted on behalf of organization by: Date: Authorized Signature Name		
Accepted on behalf of organization by: Authorized Signature Name	Oct 24, 2023	
Authorized Signature Name	Date	
Authorized Signature Name		
Authorized Signature Name		
Authorized Signature Name	Annual College	
Authorized Signature Name	Accepted on behalf of organization by:	
Authorized Signature Name		
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Name	Authorized Signature	Date:
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	Name	
\overline{Title}		
Title		
Title	AS TO THE RESERVE THE PROPERTY AND A SECOND SERVE	
	Title	

EXHIBIT A

Grantee legal name: City of Hendersonville

Tax ID Number: 56-6001242

Type of organization: Government Entity

Organization contact: John Connet, City Manager

Grant contact: Lew Holloway, Community Development Director

Dogwood Strategic Priority: Housing (100%)

Project title: Affordable Housing Strategic Plan

Project:

This grant will provide funds to The City of Hendersonville to conduct an Affordable Housing Strategic Plan that will serve as a roadmap to affordable housing development and preservation in Henderson County. The Affordable Housing Strategic Plan will help the City of Hendersonville define specific measurable initiatives that can be pursued to address affordable housing needs as well as support the pursuit of additional funding, including a bond, CDBG funding and other grant funding as applicable, in service of both policy and bricks and mortar solutions.

Grant amount: \$100,000.00

Payment schedule:

The entire grant amount set forth above will be disbursed within 30 days of Grantor's receipt of this signed grant agreement.

Budget:

\$100,000 to conduct an Affordable Housing Strategic Plan for Henderson County.

Reporting requirements:

Grantee will submit 2 reports to Dogwood Health Trust for the duration of the grant period. Reports must detail the grant progress and include information on the following output and outcome measurements, including progress toward targets where listed:

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Outputs:

1. Creation of an Affordable Housing Strategic Plan to address the current housing inventory, challenges surrounding the current housing stock, and develop specific measurable initiatives that the City of Hendersonville can pursue to address affordable housing shortfalls in their community.

Outcomes:

1. A public process whereby the City of Hendersonville, in partnership with stakeholders in the community, further define the housing need and develop prioritized action steps to address housing challenges.

2. Through a combination of education on the options available, stories of existing experiences and a clearer needs assessment, The City of Hendersonville will generate a vision for their community to be housing inclusive, providing living options for everyone in their community.

Progress Report (narrative and financial)

Due Date: 4/2/2024

Final Report (narrative and financial)

Due Date: 10/2/2024

As part of the narrative final report, Grantee will report percent of grant funds spent by county, including the Qualla Boundary. This figure may be an estimate based on a good-faith approximation of the geographic breakdown of work completed.

EXHIBIT B

Please choose your payment method and provide the required details below.

Select...

Wire or ACH (PREFERRED)

Bank / Institution Name	
ABA # (for Wire) or Routing # (for ACH)	
Account #	

E-check, sent via email

Email Address	

Paper check, sent via USPS

Mailing Address	
City, State, Postal Code	

For grants paid in installments, your Dogwood Impact Team contact will work with you to confirm that all requirements for subsequent payments have been met and confirm payment details at that time.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Tom Wooten **MEETING DATE:** 11/2/2023

AGENDA SECTION: CONSENT DEPARTMENT: Public Works

TITLE OF ITEM: Waive Admission Fees for Veterans on Veteran's Day at Laura E. Corn Mini-

Golf at Edwards Park – Tom Wooten, Public Works Director

SUGGESTED MOTION(S):

I move that the City Council adopt a resolution of the City of Hendersonville City Council to waive the admission fees for Veterans on Veteran's Day at Laura E. Corn Mini-Golf at Edwards Park.

SUMMARY:

In honor of the contributions and sacrifices of the men and women who served in the Armed Forces, we are proposing to waive admission fees for Veterans on Veteran's Day at Laura E. Corn Mini-Golf at Edwards Park.

Staff has prepared a resolution for City Council's consideration to affect these changes.

BUDGET IMPACT:

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

If no, describe how it will be funded.

ATTACHMENTS:

Resolution

Daga	ممنئيدا	44	
KESO.	lution	#	-

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO WAIVE ADMISSION FEES AT THE LAURA E. CORN MINI GOLF COURSE AT EDWARDS PARK FOR VETERANS ON VETERAN'S DAY

WHEREAS, the City of Hendersonville has great respect, admiration, and the utmost gratitude for all of those who have served our country in the United States Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Hendersonville's veterans continue to serve the community, including through the American Legion, the Veterans of Foreign Wars, and other organizations dedicated to service; and

WHEREAS, Veteran's Day is a time to recognize the sacrifices and contributions of Hendersonville's veterans; and

WHEREAS, Providing veterans with free admission to the Laura E. Corn mini-golf course is a small way for Hendersonville to show its appreciation for their selfless service.

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

1. The City Manager is hereby directed to waive all admissions fees for veterans on Veteran's Day at the Laura E. Corn Mini-Golf Course at Edwards Park.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of November 2023.

Attest:	Barbara G. Volk, Mayor, City of Hendersonville
Jill Murray, City Clerk	
Approved as to form:	
Angela S. Beeker, City Attorney	



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	John Connet	MEETING DATE:	11/2/2023
AGENDA SECTION:	BOARD APPOINTMENTS	DEPARTMENT:	Administration
TITLE OF ITEM:	City Council Board Appointmen	ts – John Connet, City	Manager
SUGGESTED MOTIO	<u> </u>		
	mber serve on the serve and I		
SUMMARY:			
	Smith's retirement, City Council Advisory Committee and the Park	**	-
BUDGET IMPACT:	\$ NA		
Is this expenditure app	roved in the current fiscal year	budget?	
If no, describe how it w	vill be funded.		
ATTACHMENTS:			
None			



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Floyd **MEETING DATE:** 11/02/2023

AGENDA SECTION: City Manager Report DEPARTMENT: Administration

TITLE OF ITEM: October 2023 Contingency and Adjustment Report – John Connet, City

Manager

SUGGESTED MOTION(S):

N/A – Presentation Only.

SUMMARY:

In accordance with North Carolina General Statute (NCGS) 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.

NCGS 159-15 permits the Budget Officer (City Manager), to transfer budget from one appropriation to another within the same fund, provided any such transfers are reported to the Governing Board. The City of Hendersonville refers to transfers of budget from one appropriation to another within the same fund as a "budget adjustment". City Council authorizes budget adjustments each year with the adoption of the annual budget ordinance (SECTION 4).

This agenda item serves to fulfill the reporting requirements of both NCGS 159-13(b) and 159-15 by providing City Council a summary of all amendments and adjustments occurring thus far in the fiscal year.

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:

Contingency and Adjustment Report

	EAR 2023 - 2024 (FY24)		Completed	Corrected					
BUDGI	ET AMENDMENTS		Proposed	Denied					AMENDMENT
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET	DESCRIPTION	APPROVED	ТҮРЕ	NUMBER
410-0000-470010-VE024	Debt Proceeds (Vehicle & Equip. Loan)	-	403,000	-	403,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
410-1300-554002-VE024	C/O-Vehicles (14-47, Marked)	-	60,500	-	60,500	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
410-1300-554002-VE024	C/O-Vehicles (14-53, Marked)	-	60,500	-	60,500	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
410-1300-554002-VE024	C/O-Vehicles (14-52, Marked)	-	60,500	-	60,500	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
410-1300-554002-VE024	C/O-Vehicles (14-55, Marked)	-	60,500	-	60,500	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
410-1300-554002-VE024	C/O-Vehicles (14-48, Marked)	-	60,500	-	60,500	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
410-1300-554002-VE024	C/O-Vehicles (14-49, Marked)	-	60,500	-	60,500	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
410-1300-554002-VE024	C/O-Vehicles (14-50, Un-marked)	-	40,000	-	40,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
410-0000-470010-VE024 410-1400-554001-VE024	Debt Proceeds (Vehicle & Equip. Loan) C/O-Equipment (SCBAs)	-	430,000 325,000	-	430,000 325,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted CPO Adopted	06012023-01 06012023-01
410-1400-554001-VE024 410-1400-554002-VE024	C/O-Equipment (SCBAS) C/O-Vehicles (14-61, SUV)	-	65,000		65,000	FY24 Vehicle and Equipment CPO #VEO24 - Reflects CPO Adopted FY24 Vehicle and Equipment CPO #VEO24 - Reflects CPO Adopted	Yes Yes	CPO Adopted CPO Adopted	06012023-01
410-1400-554002-VE024 410-1400-554002-VE024	C/O-Vehicles (14-64, 36V)	-	40,000	_	40,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
410-0000-470010-VE024	Debt Proceeds (Vehicle & Equip. Loan)	-	469,000	-	469,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
410-1502-554002-VE024	C/O-Vehicles (Sustainability Vehicle)	-	50.000	-	50,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
410-1523-554002-VE024	C/O-Vehicles (16-03, 2500 Series)	-	63,000	-	63,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
410-1525-554002-VE024	C/O-Vehicles (14-30, 2500 Series)	-	53,000	-	53,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
410-1525-554002-VE024	C/O-Vehicles (14-58, 2500 Series)	-	53,000		53,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
410-1525-554001-VE024	C/O-Equipment (43-03 Ventrac)	-	100,000	-	100,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
410-1555-554001-VE024	C/O-Equipment (20-01 Dump)	-	150,000	-	150,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
460-0000-470100-VE024	Transfer In (from 060)	-	589,000	-	589,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
460-7002-554002-VE024	C/O-Vehicles (All W&S Vehicles)	-	205,000	-	205,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
460-7002-554001-VE024	C/O-Equipment (42-06, Skid Steer)	-	100,000	-	100,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
460-7002-554001-VE024	C/O-Equipment (44-08 Excavator)	-	82,000	-	82,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
460-7002-554001-VE024	C/O-Equipment (LSL Crew Dump)	-	120,000	-	120,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
460-7002-554001-VE024 468-0000-470010-VE024	C/O-Equipment (LSL Crew Excavator) Debt Proceeds (Vehicle & Equip. Loan)	-	82,000 500,000	-	82,000 500,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes Yes	CPO Adopted CPO Adopted	06012023-01 06012023-01
468-7855-554002-VE024	C/O-Vehicles (14-18, 3500 Series+Refuse Bed)	-	75,000	-	75,000	FY24 Vehicle and Equipment CPO #VEO24 - Reflects CPO Adopted FY24 Vehicle and Equipment CPO #VEO24 - Reflects CPO Adopted	Yes	CPO Adopted CPO Adopted	06012023-01
468-7855-554001-VE024	C/O-Equipment (61-17 Leaf Machine)	-	125,000	-	125,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
468-7855-554001-VE024	C/O-Equipment (Waste Truck)	-	300,000	-	300,000	FY24 Vehicle and Equipment CPO #VE024 - Reflects CPO Adopted	Yes	CPO Adopted	06012023-01
301-0000-470100-G2205	Transfer In (from 010)	-	75,000	_	75,000	Pickleball / Patton Park Improvements Transfer	Yes	Amendment	06012023-02
301-1502-550103-G2205	C/O-CIP (Pickleball Courts)	-	75,000	_	75,000	Pickleball / Patton Park Improvements Transfer	Yes	Amendment	06012023-02
301 1302 330103 02203	e, e en (Frencesan courts)		73,000		73,000	Tiencesum / Tutcom Tunk improvements mansier	163	Amendment	00012023 02
010-1502-519200	Contracted Services	30,000	-	18,065	11,935	FY24 Vehicle and Equipment CPO Amendment #1 - Public Works	Yes	Amendment	07062023-01
010-1523-531600	Lease/Rental Equipment	6,000	-	6,000	-	FY24 Vehicle and Equipment CPO Amendment #1 - Public Works	Yes	Amendment	07062023-01
010-1523-524010	R&M Buildings	43,950	-	18,000	25,950	FY24 Vehicle and Equipment CPO Amendment #1 - Public Works	Yes	Amendment	07062023-01
010-1523-524020	R&M Equipment	16,000	-	5,000	11,000	FY24 Vehicle and Equipment CPO Amendment #1 - Public Works	Yes	Amendment	07062023-01
010-1523-554001	C/O - Equipment	25,000	-	2,000	23,000	FY24 Vehicle and Equipment CPO Amendment #1 - Public Works	Yes	Amendment	07062023-01
010-0000-598901	Transfer Out (to 468, #VE024)	3,399,905	49,065	-	3,448,970	FY24 Vehicle and Equipment CPO Amendment #1 - Public Works	Yes	Amendment	07062023-01
468-0000-470010-VE024	Debt Proceeds (Vehicle & Equip. Loan)	500,000	-	-	500,000	FY24 Vehicle and Equipment CPO Amendment #1 - Public Works	Yes	Amendment	07062023-01
468-0000-470100-VE024	Transfer In (from 010)	-	49,065	-	49,065	FY24 Vehicle and Equipment CPO Amendment #1 - Public Works	Yes	Amendment	07062023-01
468-7855-554002-VE024	C/O-Vehicles (14-18, 3500 Series+Refuse Bed)	75,000	-	-	75,000	FY24 Vehicle and Equipment CPO Amendment #1 - Public Works	Yes	Amendment	07062023-01
468-7855-554001-VE024	C/O-Equipment (61-17 Leaf Machine)	125,000 300,000	49,065	-	174,065	FY24 Vehicle and Equipment CPO Amendment #1 - Public Works	Yes	Amendment	07062023-01
468-7855-554001-VE024	C/O-Equipment (Waste Truck)	300,000	-	-	300,000	FY24 Vehicle and Equipment CPO Amendment #1 - Public Works	Yes	Amendment	07062023-01
410-0000-470010-21017	Debt Proceeds (2023 IFC)	3,000,000	3,425,000	_	6,425,000	City Hall & Operations #21017 Installment Finanancing	Yes	Amendment	07062023-02
410-0000-470010-21017	Debt Proceeds (Z023 FPC) Debt Proceeds (Vehicle & Equip. Loan)	3,000,000	3,425,000		6,425,000	City Hall & Operations #21017 Installment Finanancing	Yes	Amendment	07062023-02
			3,423,000				103	Amendment	
010-0000-470900	Fund Balance Appropriated	2,614,519	42,000	-	2,656,519	HandsOn FBA, Contract Year 3	Yes	Amendment	07062023-03
010-1001-540001	Special Appropriations	264,709	42,000	-	306,709	HandsOn FBA, Contract Year 3	Yes	Amendment	07062023-03
010-0000-420050	Grant Revenue	-	25,000	-	25,000	Community Garden \$25,000 Grant	Yes	Amendment	07062023-04
010-1502-553000	Capital Outlay - Land Improvements	-	25,000	-	25,000	Community Garden \$25,000 Grant	Yes	Amendment	07062023-04
040,0000,470000	I found belower 1	2	55.555		0 710 711				07000000
010-0000-470900	Fund Balance Appropriated	2,656,519	60,000	-	2,716,519	Land Acquisition	Yes	Amendment	07062023-04
010-1002-551000	C/O - Land/Easement/ROW	-	60,000	-	60,000	Land Acquisition	Yes	Amendment	07062023-04
010-0000-460090	Contribution/Donation	25,000	20,000	-	45,000	Disc Golf Contribution	Yes	Amendment	07062023-04
010-1525-553000	C/O - Land Improvements	55,000	20,000	-	75,000	Disc Golf Contribution	Yes	Amendment	07062023-04
450,0000,470000	I Franch Delevere Assessment 1		400 700		100 700	LINA costina Paria Paria t			07002022.04
459-0000-470900	Fund Balance Appropriated	-	133,780	-	133,780	UV Aeration Basin Project	Yes	Amendment	07062023-04

459-0000-598901	Transfer Out (to 460, #21045)	-	133,780	-	133,780	UV Aeration Basin Project	Yes	Amendment	07062023-04
460-0000-470100-21045	Transfer In (from 459)	-	133,780	-	133,780	UV Aeration Basin Project	Yes	Amendment	07062023-04
460-0000-470100-21045	Transfer In (from #G2204)	1,450,000	39,712	-	1,489,712	UV Aeration Basin Project	Yes	Amendment	07062023-04
460-1014-550103-21045	Capital Outlay CIP	1,450,000	173,492	-	1,623,492	UV Aeration Basin Project	Yes	Amendment	07062023-04
460-0000-470100-16023	Transfer In (from'22 NCDEQ, #G2204)	3,550,000	-	39,712	3,510,288	UV Aeration Basin Project	Yes	Amendment	07062023-04
460-0000-470100-16023	Transfer In (from 459)	400,000	-	-	400,000	UV Aeration Basin Project	Yes	Amendment	07062023-04
460-1014-550103-16023	Capital Outlay CIP	3,550,000	-	39,712	3,510,288	UV Aeration Basin Project	Yes	Amendment	07062023-04
460-1014-550102-16023	Capital Outlay Services and Fees	400,000	-	-	400,000	UV Aeration Basin Project	Yes	Amendment	07062023-04
010-1300-554001	C/O Equipment	282,500	-	70,000	212,500	Active Shooter PPE & Shields	Yes	Adjustment	
010-1300-534000	Non-Capital Equipment	6,000	70,000	-	76,000	Active Shooter PPE & Shields	Yes	Adjustment	
010-1300-554001	C/O Equipment	212,500	-	68,000	144,500	Computer Replacements	Yes	Adjustment	
010-1300-534000	Non-Capital Equipment	76,000	68,000	-	144,000	Computer Replacements	Yes	Adjustment	
010-1300-554001	C/O Equipment	30,500	-	4,200	26,300	Forensic system training adjustment	Yes	Adjustment	
010-1300-534000	Non-Capital Equipment	87,279	4,200	-	91,479	Active Shooter PPE & Shields	Yes	Adjustment	
				-					-
010-1300-554001	C/O Equipment	144,500	-	4,200	140,300	Cellular Forensic System Training	Yes	Adjustment	
010-1300-531225	Training	87,279	4,200	-	91,479	Cellular Forensic System Training	Yes	Adjustment	
				•					
010-1300-554001	C/O Equipment	140,300	-	114,000	26,300	Camera and AV Cloud Storage	Yes	Adjustment	
010-1300-557001	C/O Leases and Subscriptions - GASB 87 & 96	-	114,000	-	114,000	Camera and AV Cloud Storage	Yes	Adjustment	
				1	1		1	1	1
010-1502-519200	Contract Services	32,800	-	10,000	22,800	Cityworks	Yes	Adjustment	
010-1010-531215	Permits, License and Fees	79,300	10,000	-	89,300	Cityworks	Yes	Adjustment	
	1 - 1						T		
010-1525-552001	C/O Buildings	40,000	-	40,000	-	Furnace and Air Handlers at Ops - switched depts	Yes	Adjustment	
010-1523-552001	C/O Buildings	40,000	40,000	-	80,000	Furnace and Air Handlers at Ops - switched depts	Yes	Adjustment	
									11/2
212 1222 52221	I	4=0	0.000		0 = 10				
010-1002-502091	Worker's Comp. Insurance	453	8,289	-	8,742	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023	Yes	Adjustment	N/A
010-0000-534999	Contingency	227,500	-	- 8,289	219,211	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023	Yes	Adjustment	N/A
010-0000-534999 060-1002-502091	Contingency Worker's Comp. Insurance	227,500 453	8,289	-	219,211 8,742	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023	Yes Yes	Adjustment Adjustment	N/A N/A
010-0000-534999	Contingency	227,500	-	- 8,289 - 8,289	219,211	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023	Yes	Adjustment	N/A
010-0000-534999 060-1002-502091 060-0000-534999	Contingency Worker's Comp. Insurance Contingency	227,500 453 222,586	- 8,289 -	- 8,289	219,211 8,742 214,297	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023	Yes Yes Yes	Adjustment Adjustment Adjustment	N/A N/A N/A
010-0000-534999 060-1002-502091 060-0000-534999	Contingency Worker's Comp. Insurance Contingency R&M Equipment	227,500 453 222,586	- 8,289 -	-	219,211 8,742 214,297	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump	Yes Yes Yes	Adjustment Adjustment Adjustment Adjustment	N/A N/A N/A
010-0000-534999 060-1002-502091 060-0000-534999	Contingency Worker's Comp. Insurance Contingency	227,500 453 222,586	- 8,289 -	- 8,289	219,211 8,742 214,297	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023	Yes Yes Yes	Adjustment Adjustment Adjustment	N/A N/A N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than	227,500 453 222,586 8,000 10,000	- 8,289 -	3,700 -	219,211 8,742 214,297 4,300 13,700	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump	Yes Yes Yes Yes Yes	Adjustment Adjustment Adjustment Adjustment Adjustment Adjustment	N/A N/A N/A N/A N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees	227,500 453 222,586	- 8,289 - - 3,700	- 8,289	219,211 8,742 214,297 4,300 13,700	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment	Yes Yes Yes Yes Yes Yes	Adjustment Adjustment Adjustment Adjustment Adjustment Adjustment Adjustment	N/A N/A N/A N/A N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than	227,500 453 222,586 8,000 10,000	- 8,289 -	3,700 -	219,211 8,742 214,297 4,300 13,700	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump	Yes Yes Yes Yes Yes	Adjustment Adjustment Adjustment Adjustment Adjustment Adjustment	N/A N/A N/A N/A N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than	227,500 453 222,586 8,000 10,000 560,200	- 8,289 - - 3,700	- 8,289 3,700 - 20,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment	Yes Yes Yes Yes Yes Yes Yes Yes	Adjustment Adjustment Adjustment Adjustment Adjustment Adjustment Adjustment Adjustment Adjustment	N/A N/A N/A N/A N/A N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials	227,500 453 222,586 8,000 10,000 560,200 - 17,500	- 8,289 - - 3,700 - 20,000	3,700 -	219,211 8,742 214,297 4,300 13,700 540,200 20,000	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment	Yes Yes Yes Yes Yes Yes Yes Yes Yes	Adjustment	N/A N/A N/A N/A N/A N/A N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than	227,500 453 222,586 8,000 10,000 560,200	- 8,289 - - 3,700	3,700 - 20,000 - 10,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment	Yes Yes Yes Yes Yes Yes Yes Yes	Adjustment Adjustment Adjustment Adjustment Adjustment Adjustment Adjustment Adjustment Adjustment	N/A N/A N/A N/A N/A N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies	227,500 453 222,586 8,000 10,000 560,200 - 17,500	- 8,289 - - 3,700 - 20,000	- 8,289 3,700 - 20,000 - 10,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment	Yes	Adjustment	N/A N/A N/A N/A N/A N/A N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials	227,500 453 222,586 8,000 10,000 560,200 - 17,500	- 8,289 - - 3,700 - 20,000	3,700 - 20,000 - 10,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment	Yes Yes Yes Yes Yes Yes Yes Yes Yes	Adjustment	N/A N/A N/A N/A N/A N/A N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 219,211	- 8,289 - 3,700 - 20,000 - 10,000	- 8,289 3,700 - 20,000 - 10,000 - 20,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Equipment IT Equipment	Yes	Adjustment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp.	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 219,211 153,015	- 8,289 - 3,700 - 20,000 - 10,000	- 8,289 3,700 - 20,000 - 10,000 - 20,000 50,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 199,211 103,015	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees IT Permits, Licenses, Fees	Yes	Adjustment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp.	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 219,211 153,015	- 8,289 - 3,700 - 20,000 - 10,000	- 8,289 3,700 - 20,000 - 10,000 - 20,000 50,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 199,211 103,015	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees IT Permits, Licenses, Fees	Yes	Adjustment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005 010-1010-531210	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp. Permits, Licenses, and Fees	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 219,211 153,015 89,300	- 8,289 - 3,700 - 20,000 - 10,000	- 8,289 3,700 - 20,000 - 10,000 - 20,000 50,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 199,211 103,015 159,300	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees IT Permits, Licenses, Fees IT Permits, Licenses, Fees	Yes	Adjustment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005 010-1010-531210	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp. Permits, Licenses, and Fees	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 219,211 153,015 89,300	- 8,289 - 3,700 - 20,000 - 10,000 - - 70,000	- 8,289 3,700 - 20,000 - 10,000 - 20,000 50,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 199,211 103,015 159,300	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees IT Permits, Licenses, Fees IT Permits, Licenses, Fees IT Permits, Licenses, Fees	Yes	Adjustment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005 010-1010-531210 410-0000-470010-VE024 410-0000-460090-VE024	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp. Permits, Licenses, and Fees Debt Proceeds (Vehicle & Equip. Loan) Contributions/Donations	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 219,211 153,015 89,300 403,000	- 8,289 - 3,700 - 20,000 - 10,000 - - 70,000 30,250 30,250	- 8,289 3,700 - 20,000 - 10,000 - 20,000 50,000 - -	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 199,211 103,015 159,300 433,250 30,250	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees IT Permits, Licenses, Fees IT Permits, Licenses, Fees IT Permits, Licenses, Fees VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Adjustment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005 010-1010-531210 410-0000-470010-VE024 410-0000-460090-VE024 410-1300-554002-VE024	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp. Permits, Licenses, and Fees Debt Proceeds (Vehicle & Equip. Loan) Contributions/Donations C/O-Vehicles (14-47, Marked)	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 219,211 153,015 89,300 403,000 - 60,500	- 8,289 - 3,700 - 20,000 - 10,000 - 70,000 30,250 30,250 -	- 8,289 3,700 - 20,000 - 10,000 - 20,000 50,000 - -	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 199,211 103,015 159,300 433,250 30,250 60,500	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees IT Permits, Licenses, Fees IT Permits, Licenses, Fees IT Permits, Licenses, Fees VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Adjustment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005 010-1010-531210 410-0000-470010-VE024 410-1300-554002-VE024 410-1300-554002-VE024	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp. Permits, Licenses, and Fees Debt Proceeds (Vehicle & Equip. Loan) Contributions/Donations C/O-Vehicles (14-47, Marked) C/O-Vehicles (14-53, Marked)	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 219,211 153,015 89,300 403,000 - 60,500 60,500	- 8,289 - 3,700 - 20,000 - 10,000 - 70,000 30,250 30,250 - -	- 8,289 3,700 - 20,000 - 10,000 - 20,000 50,000 - -	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 199,211 103,015 159,300 433,250 30,250 60,500 60,500	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees IT Permits, Licenses, Fees IT Permits, Licenses, Fees IT Permits, Licenses, Fees VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Adjustment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005 010-1010-531210 410-0000-470010-VE024 410-1300-554002-VE024 410-1300-554002-VE024 410-1300-554002-VE024	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp. Permits, Licenses, and Fees Debt Proceeds (Vehicle & Equip. Loan) Contributions/Donations C/O-Vehicles (14-47, Marked) C/O-Vehicles (14-53, Marked) C/O-Vehicles (14-52, Marked)	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 219,211 153,015 89,300 403,000 - 60,500 60,500 60,500	- 8,289 - 3,700 - 20,000 - 10,000 - 70,000 - 30,250 30,250 - -	- 8,289 3,700 - 20,000 - 10,000 - 20,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 199,211 103,015 159,300 433,250 30,250 60,500 60,500 60,500	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Adjustment Amendment Amendment Amendment Amendment Amendment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005 010-1010-531210 410-0000-470010-VE024 410-1300-554002-VE024 410-1300-554002-VE024 410-1300-554002-VE024 410-1300-554002-VE024	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp. Permits, Licenses, and Fees Debt Proceeds (Vehicle & Equip. Loan) Contributions/Donations C/O-Vehicles (14-47, Marked) C/O-Vehicles (14-53, Marked) C/O-Vehicles (14-55, Marked) C/O-Vehicles (14-55, Marked)	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 219,211 153,015 89,300 403,000 - 60,500 60,500 60,500 60,500	- 8,289 - 3,700 - 3,700 - 20,000 - 10,000 - 70,000 - 70,000 	- 8,289 3,700 - 20,000 - 10,000 - 20,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 199,211 103,015 159,300 433,250 30,250 60,500 60,500 60,500 60,500	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Adjustment Amendment Amendment Amendment Amendment Amendment Amendment Amendment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005 010-1010-531210 410-0000-470010-VE024 410-1300-554002-VE024 410-1300-554002-VE024 410-1300-554002-VE024 410-1300-554002-VE024 410-1300-554002-VE024	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp. Permits, Licenses, and Fees Debt Proceeds (Vehicle & Equip. Loan) Contributions/Donations C/O-Vehicles (14-47, Marked) C/O-Vehicles (14-53, Marked) C/O-Vehicles (14-55, Marked) C/O-Vehicles (14-55, Marked) C/O-Vehicles (14-48, Marked)	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 219,211 153,015 89,300 403,000 - 60,500 60,500 60,500 60,500 60,500	- 8,289 - 3,700 - 3,700 - 20,000 - 10,000 - 70,000 - 70,000 	- 8,289 3,700 - 20,000 - 10,000 - 20,000 50,000 - - - - - - -	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 199,211 103,015 159,300 433,250 30,250 60,500 60,500 60,500 60,500 60,500	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Adjustment Amendment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005 010-1010-531210 410-0000-470010-VE024 410-1300-554002-VE024 410-1300-554002-VE024 410-1300-554002-VE024 410-1300-554002-VE024 410-1300-554002-VE024 410-1300-554002-VE024 410-1300-554002-VE024	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp. Permits, Licenses, and Fees Debt Proceeds (Vehicle & Equip. Loan) Contributions/Donations C/O-Vehicles (14-47, Marked) C/O-Vehicles (14-53, Marked) C/O-Vehicles (14-55, Marked) C/O-Vehicles (14-48, Marked) C/O-Vehicles (14-48, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-49, Marked)	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 219,211 153,015 89,300 403,000 - 60,500 60,500 60,500 60,500 60,500 60,500 60,500	- 8,289 - 3,700 - 3,700 - 20,000 - 10,000 - 70,000 - 70,000 	- 8,289 3,700 - 20,000 - 10,000 - 20,000 50,000 - - - - - - -	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 199,211 103,015 159,300 433,250 30,250 60,500 60,500 60,500 60,500 60,500 60,500	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Adjustment Amendment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005 010-1010-531210 410-0000-470010-VE024 410-1300-554002-VE024 410-1300-554002-VE024 410-1300-554002-VE024 410-1300-554002-VE024 410-1300-554002-VE024 410-1300-554002-VE024 410-1300-554002-VE024	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp. Permits, Licenses, and Fees Debt Proceeds (Vehicle & Equip. Loan) Contributions/Donations C/O-Vehicles (14-47, Marked) C/O-Vehicles (14-53, Marked) C/O-Vehicles (14-55, Marked) C/O-Vehicles (14-48, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-50, Un-marked)	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 219,211 153,015 89,300 403,000 - 60,500 60,500 60,500 60,500 60,500 40,000	- 8,289 - 3,700 - 3,700 - 20,000 - 10,000 	- 8,289 3,700 - 20,000 - 10,000 - 20,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 199,211 103,015 159,300 433,250 30,250 60,500 60,500 60,500 60,500 60,500 60,500 60,500 40,000	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Adjustment Amendment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005 010-1010-531210 410-0000-470010-VE024 410-1300-554002-VE024	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp. Permits, Licenses, and Fees Debt Proceeds (Vehicle & Equip. Loan) Contributions/Donations C/O-Vehicles (14-47, Marked) C/O-Vehicles (14-53, Marked) C/O-Vehicles (14-55, Marked) C/O-Vehicles (14-48, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-50, Un-marked) C/O-Vehicles (14-50, Un-marked) C/O-Vehicles (New BGC Vehicle)	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 219,211 153,015 89,300 403,000 - 60,500 60,500 60,500 60,500 60,500 40,000 - 40,000	- 8,289 - 3,700 - 3,700 - 20,000 - 10,000 - 70,000 - 70,000 	- 8,289 3,700 - 20,000 - 10,000 - 20,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 199,211 103,015 159,300 433,250 30,250 60,500 60,500 60,500 60,500 60,500 40,000 60,500	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Adjustment Amendment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005 010-1010-531210 410-0000-470010-VE024 410-1300-554002-VE024	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp. Permits, Licenses, and Fees Debt Proceeds (Vehicle & Equip. Loan) Contributions/Donations C/O-Vehicles (14-47, Marked) C/O-Vehicles (14-53, Marked) C/O-Vehicles (14-55, Marked) C/O-Vehicles (14-48, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-50, Un-marked) C/O-Vehicles (New BGC Vehicle) Debt Proceeds (Vehicle & Equip. Loan)	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 219,211 153,015 89,300 403,000 - 60,500 60,500 60,500 60,500 60,500 40,000 - 430,000	- 8,289 - 3,700 - 3,700 - 20,000 - 10,000 - 70,000 - 70,000 	- 8,289 3,700 - 20,000 - 10,000 - 20,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 199,211 103,015 159,300 433,250 30,250 60,500 60,500 60,500 60,500 60,500 60,500 40,000 60,500 430,000	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Adjustment Amendment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005 010-1010-531210 410-0000-470010-VE024 410-1300-554002-VE024	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp. Permits, Licenses, and Fees Debt Proceeds (Vehicle & Equip. Loan) Contributions/Donations C/O-Vehicles (14-47, Marked) C/O-Vehicles (14-53, Marked) C/O-Vehicles (14-55, Marked) C/O-Vehicles (14-48, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-50, Un-marked) C/O-Vehicles (New BGC Vehicle) Debt Proceeds (Vehicle & Equip. Loan) C/O-Equipment (SCBAs)	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 219,211 153,015 89,300 403,000 - 60,500 60,500 60,500 60,500 60,500 40,000 - 430,000 325,000	- 8,289 - 3,700 - 3,700 - 20,000 - 10,000 - 10,000 - 70,000 - 70,000 	- 8,289 3,700 - 20,000 - 10,000 - 20,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 199,211 103,015 159,300 433,250 30,250 60,500 60,500 60,500 60,500 60,500 40,000 430,000 325,000	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Adjustment Amendment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005 010-1010-531210 410-0000-470010-VE024 410-1300-554002-VE024 410-1400-554001-VE024 410-1400-554001-VE024	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp. Permits, Licenses, and Fees Debt Proceeds (Vehicle & Equip. Loan) Contributions/Donations C/O-Vehicles (14-47, Marked) C/O-Vehicles (14-53, Marked) C/O-Vehicles (14-55, Marked) C/O-Vehicles (14-48, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-50, Un-marked) C/O-Vehicles (New BGC Vehicle) Debt Proceeds (Vehicle & Equip. Loan) C/O-Equipment (SCBAs) C/O-Vehicles (14-61, SUV)	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 17,500 - 219,211 153,015 89,300 403,000 - 60,500 60,500 60,500 60,500 60,500 40,000 - 430,000 325,000 65,000	- 8,289 - 3,700 - 3,700 - 20,000 - 10,000 - 70,000 - 70,000 	- 8,289 3,700 - 20,000 - 10,000 - 20,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 10,000 433,250 30,250 60,500 60,500 60,500 60,500 60,500 40,000 430,000 430,000 325,000 65,000	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Adjustment Amendment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005 010-1010-531210 410-0000-470010-VE024 410-1300-554002-VE024 410-1400-554001-VE024 410-1400-554001-VE024 410-1400-554002-VE024	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp. Permits, Licenses, and Fees Debt Proceeds (Vehicle & Equip. Loan) Contributions/Donations C/O-Vehicles (14-47, Marked) C/O-Vehicles (14-53, Marked) C/O-Vehicles (14-55, Marked) C/O-Vehicles (14-55, Marked) C/O-Vehicles (14-48, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-50, Un-marked) C/O-Vehicles (14-50, Un-marked) C/O-Vehicles (New BGC Vehicle) Debt Proceeds (Vehicle & Equip. Loan) C/O-Equipment (SCBAs) C/O-Vehicles (14-61, SUV) C/O-Vehicles (14-61, SUV)	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 219,211 153,015 89,300 403,000 - 60,500 60,500 60,500 60,500 60,500 40,000 - 430,000 325,000 40,000 40,000	- 8,289 - 3,700 - 3,700 - 20,000 - 10,000 - 70,000 - 70,000 	- 8,289 3,700 - 20,000 - 10,000 - 20,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 199,211 103,015 159,300 433,250 60,500 60,500 60,500 60,500 60,500 40,000 430,000 325,000 65,000 40,000	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees IT Permits, Licenses, Fees IT Permits, Licenses, Fees IT Permits, Licenses, Fees VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Adjustment Amendment	N/A
010-0000-534999 060-1002-502091 060-0000-534999 010-1535-524020 010-1535-554001 060-1010-531210 060-1010-534000 060-1010-521001 060-1010-521010 010-0000-534999 010-1002-539005 010-1010-531210 410-0000-470010-VE024 410-1300-554002-VE024 410-1400-554001-VE024 410-1400-554001-VE024 410-1400-554002-VE024	Contingency Worker's Comp. Insurance Contingency R&M Equipment C/O Equipment Other Than Permits, Licenses, and Fees C/O Equipment Other Than Supplies & Materials Office Supplies Contingencies Health and Welfare Exp. Permits, Licenses, and Fees Debt Proceeds (Vehicle & Equip. Loan) Contributions/Donations C/O-Vehicles (14-47, Marked) C/O-Vehicles (14-53, Marked) C/O-Vehicles (14-55, Marked) C/O-Vehicles (14-55, Marked) C/O-Vehicles (14-49, Marked) C/O-Vehicles (14-50, Un-marked) C/O-Vehicles (14-50, Un-marked) C/O-Vehicles (New BGC Vehicle) Debt Proceeds (Vehicle & Equip. Loan) C/O-Equipment (SCBAs) C/O-Vehicles (14-61, SUV) C/O-Vehicles (14-84, Truck) Debt Proceeds (Vehicle & Equip. Loan)	227,500 453 222,586 8,000 10,000 560,200 - 17,500 - 17,500 - 219,211 153,015 89,300 403,000 - 60,500 60,500 60,500 60,500 60,500 40,000 - 430,000 325,000 40,000 40,000 469,000	- 8,289 - 3,700 - 3,700 - 20,000 - 10,000 - 70,000 30,250 30,250 	- 8,289 3,700 - 20,000 - 10,000 - 20,000	219,211 8,742 214,297 4,300 13,700 540,200 20,000 7,500 10,000 199,211 103,015 159,300 433,250 30,250 60,500 60,500 60,500 60,500 60,500 40,000 430,000 325,000 459,000 469,000	BA For FY24 Worker's Comp Insurance Invoice 07/17/2023 Backup Pool Pump Backup Pool Pump IT Equipment IT Equipment IT Equipment IT Equipment IT Equipment IT Permits, Licenses, Fees IT Permits, Licenses, Fe	Yes	Adjustment Amendment	N/A

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410-1525-554002-VE024	C/O-Vehicles (14-58, 2500 Series)	53,000	-	-	53,000	VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Amendment	08092023-03
410-1525-554001-VE024	C/O-Equipment (43-03 Ventrac)	100,000	-	-	100,000	VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Amendment	08092023-03
410-1555-554001-VE024	C/O-Equipment (20-01 Dump)	150,000	-	-	150,000	VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Amendment	08092023-03
460-0000-470100-VE024	Transfer In (from 060)	589,000	-	_	589,000	VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Amendment	08092023-03
460-7002-554002-VE024	C/O-Vehicles (All W&S Vehicles)	205,000	-	_	205,000	VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Amendment	08092023-03
460-7002-554001-VE024	C/O-Equipment (42-06, Skid Steer)	100,000	_	_	100,000	VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Amendment	08092023-03
460-7002-554001-VE024	C/O-Equipment (44-08 Excavator)	82,000	-	_	82,000	VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Amendment	08092023-03
				-	,				
460-7002-554001-VE024	C/O-Equipment (LSL Crew Dump)	120,000	-	-	120,000	VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Amendment	08092023-03
460-7002-554001-VE024	C/O-Equipment (LSL Crew Excavator)	82,000	-	-	82,000	VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Amendment	08092023-03
468-0000-470100-VE024	Transfer In (from 010)	49,065	-	-	49,065	VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Amendment	08092023-03
468-0000-470010-VE024	Debt Proceeds (Vehicle & Equip. Loan)	500,000	-	-	500,000	VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Amendment	08092023-03
468-7855-554002-VE024	C/O-Vehicles (14-18, 3500 Series+Refuse Bed)	75,000	-	-	75,000	VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Amendment	08092023-03
468-7855-554001-VE024	C/O-Equipment (61-17 Leaf Machine)	174,065	-	-	174,065	VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Amendment	08092023-03
468-7855-554001-VE024	C/O-Equipment (Waste Truck)	300,000	-	-	300,000	VE024 vehicle and equipment project amendment for HPD/BGC vehicle	Yes	Amendment	08092023-03
010-0000-460090	Contributions/Donations	45,000	50,000	-	95,000	Comp Plan amendment increasing contributions/donations \$50k	Yes	Amendment	08092023-04
010-1200-519200	Contracted Services	225,000	50,000	-	275,000	Comp Plan amendment increasing contributions/donations \$50k	Yes	Amendment	08092023-04
		-,	,	•	-,				
010-0000-470030	Insurance Proceeds	-	1,368	_	1,368	Insurance reimbursement August 2023	Yes	Amendment	08092023-05
010-1525-524030	R&M Trucks	14,500	1,368	-	15,868	Insurance reimbursement August 2023	Yes	Amendment	08092023-05
010-1323-324030	NOW HUCKS	14,500	1,500	_	13,000	insurance reimbursement August 2025	163	Amendment	00032023-03
010 0000 470000	Fund Delence Annuaryieted	2.716.510	100.000		2.016.510	Dayler plan commission in the CF reverse CDO	Ves	A was a walless a water	00002022.00
010-0000-470900	Fund Balance Appropriated	2,716,519	100,000	-	2,816,519	Parks plan completion in the GF - reverse CPO	Yes	Amendment	08092023-06
010-1502-519200	Contract Services	22,800	100,000	-	122,800	Parks plan completion in the GF - reverse CPO	Yes	Amendment	08092023-06
							•	•	
010-1008-519101	Prof. Services Audit	25,500	1,000	-	26,500	Parks plan completion in the GF - reverse CPO	Yes	Amendment	08092023-06
010-1008-531255	Bank Service Charges	32,000	-	1,000	31,000	Parks plan completion in the GF - reverse CPO	Yes	Amendment	08092023-06
010-1008-519101	Prof. Services Audit	25,500	1,000	-	26,500	Parks plan completion in the GF - reverse CPO	Yes	Amendment	08092023-06
010-1008-531225	Training	24,270	-	1,000	23,270	Parks plan completion in the GF - reverse CPO	Yes	Amendment	08092023-06
	<u> </u>		•	•		<u> </u>	•	•	
010-1010-534000	Non-Capital	84,000	-	6,200	77,800	IT software	Yes	Adjustment	
010-1010-531210	Permits, Licenses, Fees	171,300	6,200	-	177,500	IT software	Yes	Adjustment	
010 1010 331210	1 Citilita, Electises, 1 ces	171,500	0,200		177,500	11 Software	103	Aujustinent	
010-1010-539005	Health and Welfare	103,015	-	42,000	61,015	IT software	Yes	Adjustment	
010-1010-5339003	Permits, Licenses, Fees	177,500	42,000	42,000	219,500	IT software	Yes	Adjustment	
010-1010-331210	Permits, Licenses, Fees	177,300	42,000	-	219,300	11 SOITWale	163	Aujustinent	
040 0000 534000	Continuo	162 244		16.000	116 211	NC Association of Delice Chiefe	V	A -11: 4 4	
010-0000-534999	Contingency	162,211	-	16,000	146,211	NC Association of Police Chiefs	Yes	Adjustment	
010-1300-519200	Contract Services	18,650	16,000	-	34,650	NC Association of Police Chiefs	Yes	Adjustment	
067-7555-521040								_	
007 7000 0220 10	Construction & Repair Supplies	50,000	-	1,000	49,000	PW trailer	Yes	Adjustment	
067-7555-554001	Construction & Repair Supplies Capital Outlay Other Than	50,000 20,000	- 1,000	1,000	49,000 21,000	PW trailer PW trailer	Yes Yes	Adjustment Adjustment	
								,	
								,	09072023-01
067-7555-554001 459-0000-470090	Capital Outlay Other Than Fund Balance Appropriated	20,000	1,000 386,000	-	21,000	PW trailer Church St. Sewer Project 18033 transfer in	Yes	Adjustment	
067-7555-554001	Fund Balance Appropriated Transfer Out (to 460, #19014)	20,000	1,000	-	21,000	PW trailer	Yes	Adjustment Amendment	09072023-01 09072023-01 09072023-01
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-470010-18033	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond)	20,000	1,000 386,000 386,000	-	21,000 386,000 386,000 636,000	PW trailer Church St. Sewer Project 18033 transfer in Church St. Sewer Project 18033 transfer in Church St. Sewer Project 18033 transfer in	Yes Yes Yes Yes	Adjustment Amendment Amendment Amendment	09072023-01 09072023-01
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-470010-18033 460-0000-470100-18033	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459)	20,000 - - 636,000	1,000 386,000 386,000 - 386,000	-	21,000 386,000 386,000 636,000 386,000	PW trailer Church St. Sewer Project 18033 transfer in	Yes Yes Yes Yes Yes Yes Yes	Adjustment Amendment Amendment Amendment Amendment Amendment	09072023-01 09072023-01 09072023-01
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-470010-18033	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond)	20,000	1,000 386,000 386,000	-	21,000 386,000 386,000 636,000	PW trailer Church St. Sewer Project 18033 transfer in Church St. Sewer Project 18033 transfer in Church St. Sewer Project 18033 transfer in	Yes Yes Yes Yes	Adjustment Amendment Amendment Amendment	09072023-01 09072023-01
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-470010-18033 460-0000-470100-18033 460-7055-550103-18033	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP	20,000 - - 636,000 - 636,000	1,000 386,000 386,000 - 386,000	-	21,000 386,000 386,000 636,000 386,000 1,022,000	PW trailer Church St. Sewer Project 18033 transfer in	Yes Yes Yes Yes Yes Yes Yes Yes	Adjustment Amendment Amendment Amendment Amendment Amendment Amendment	09072023-01 09072023-01 09072023-01 09072023-01
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-470010-18033 460-0000-470100-18033 460-7055-550103-18033	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23)	20,000 - - 636,000 - 636,000 53,401	1,000 386,000 386,000 - 386,000 386,000	-	21,000 386,000 386,000 636,000 386,000 1,022,000	PW trailer Church St. Sewer Project 18033 transfer in	Yes Yes Yes Yes Yes Yes Yes Yes	Adjustment Amendment Amendment Amendment Amendment Amendment Amendment Amendment	09072023-01 09072023-01 09072023-01 09072023-01
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-470010-18033 460-7055-550103-18033 410-0000-470100-21042 410-0000-470010-21042	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23) Debt Proceeds	20,000 - - 636,000 - 636,000 53,401 -	1,000 386,000 386,000 	-	21,000 386,000 386,000 636,000 1,022,000	Church St. Sewer Project 18033 transfer in Blythe 21042 & Grove 21043 debt proceeds change Blythe 21042 & Grove 21043 debt proceeds change	Yes	Adjustment Amendment Amendment Amendment Amendment Amendment Amendment Amendment Amendment	09072023-01 09072023-01 09072023-01 09072023-01 09072023-02 09072023-02
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-470010-18033 460-7055-550103-18033 410-0000-470100-21042 410-0000-470010-21042 410-1014-550102-21042	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services	20,000 - - 636,000 - 636,000 53,401 - 53,401	1,000 386,000 386,000 386,000 386,000 53,401 	- - - - - 53,401	21,000 386,000 386,000 636,000 386,000 1,022,000	PW trailer Church St. Sewer Project 18033 transfer in Blythe 21042 & Grove 21043 debt proceeds change Blythe 21042 & Grove 21043 debt proceeds change Blythe 21042 & Grove 21043 debt proceeds change	Yes	Adjustment Amendment	09072023-01 09072023-01 09072023-01 09072023-01 09072023-02 09072023-02 09072023-02
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-470010-18033 460-7055-550103-18033 410-0000-470100-21042 410-0000-470010-21042 410-1014-550102-21042 410-0000-470100-21042	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23)	20,000 - - 636,000 - 636,000 53,401 -	1,000 386,000 386,000 - 386,000 386,000 - 53,401	-	21,000 386,000 386,000 636,000 386,000 1,022,000 - 53,401 53,401	Church St. Sewer Project 18033 transfer in Blythe 21042 & Grove 21043 debt proceeds change	Yes	Adjustment Amendment	09072023-01 09072023-01 09072023-01 09072023-01 09072023-02 09072023-02 09072023-02 09072023-02
459-0000-470090 459-0000-598901 460-0000-470010-18033 460-7055-550103-18033 410-0000-470100-21042 410-0000-470100-21042 410-1014-550102-21042 410-0000-470100-21043 410-0000-470100-21043	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds	20,000 636,000 - 636,000 53,401 - 53,401 54,700 -	1,000 386,000 386,000 386,000 386,000 53,401 	- - - - - 53,401	21,000 386,000 386,000 636,000 1,022,000 - 53,401 53,401 - 54,700	PW trailer Church St. Sewer Project 18033 transfer in Blythe 21042 & Grove 21043 debt proceeds change	Yes	Adjustment Amendment	09072023-01 09072023-01 09072023-01 09072023-01 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-470010-18033 460-7055-550103-18033 410-0000-470100-21042 410-0000-470010-21042 410-1014-550102-21042 410-0000-470100-21042	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23)	20,000 636,000 - 636,000 53,401 - 53,401 54,700	1,000 386,000 386,000 - 386,000 386,000 - 53,401	- - - - - 53,401	21,000 386,000 386,000 636,000 386,000 1,022,000 - 53,401 53,401	Church St. Sewer Project 18033 transfer in Blythe 21042 & Grove 21043 debt proceeds change	Yes	Adjustment Amendment	09072023-01 09072023-01 09072023-01 09072023-01 09072023-02 09072023-02 09072023-02 09072023-02
459-0000-470090 459-0000-598901 460-0000-470010-18033 460-7055-550103-18033 410-0000-470100-21042 410-0000-470100-21042 410-1014-550102-21042 410-0000-470100-21042 410-0000-470100-21043 410-0000-470100-21043	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds	20,000 636,000 - 636,000 53,401 - 53,401 54,700 -	1,000 386,000 386,000 386,000 53,401 54,700	- - - - - 53,401 - - 54,700	21,000 386,000 386,000 636,000 1,022,000 - 53,401 53,401 - 54,700	PW trailer Church St. Sewer Project 18033 transfer in Blythe 21042 & Grove 21043 debt proceeds change	Yes	Adjustment Amendment	09072023-01 09072023-01 09072023-01 09072023-01 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02
459-0000-470090 459-0000-598901 460-0000-470010-18033 460-7055-550103-18033 410-0000-470100-21042 410-0000-470100-21042 410-1014-550102-21042 410-0000-470100-21042 410-0000-470100-21043 410-0000-470100-21043	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds	20,000 636,000 - 636,000 53,401 - 53,401 54,700 -	1,000 386,000 386,000 386,000 53,401 54,700	- - - - - 53,401 - - 54,700	21,000 386,000 386,000 636,000 1,022,000 - 53,401 53,401 - 54,700	PW trailer Church St. Sewer Project 18033 transfer in Blythe 21042 & Grove 21043 debt proceeds change	Yes	Adjustment Amendment	09072023-01 09072023-01 09072023-01 09072023-01 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-47010-18033 460-7055-550103-18033 410-0000-470100-21042 410-0000-470010-21042 410-1014-550102-21042 410-0000-470100-21043 410-0000-470010-21043 410-1014-550102-21043	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Capital Outlay- Fees and Services	20,000 636,000 - 636,000 53,401 - 53,401 54,700 - 54,700	1,000 386,000 386,000 386,000 53,401 54,700	- - - - - 53,401 - - 54,700 - -	21,000 386,000 386,000 636,000 1,022,000 - 53,401 53,401 - 54,700 54,700	PW trailer Church St. Sewer Project 18033 transfer in Blythe 21042 & Grove 21043 debt proceeds change	Yes	Adjustment Amendment	09072023-01 09072023-01 09072023-01 09072023-01 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-47010-18033 460-7055-550103-18033 410-0000-470100-21042 410-0000-470100-21042 410-1014-550102-21042 410-0000-470100-21043 410-1014-550102-21043 410-1014-550102-21043 010-0000-534999 010-1002-502056	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Contingency COH Retirement Match (401k)	20,000 636,000 - 636,000 53,401 - 53,401 54,700 - 54,700 146,211	1,000 386,000 386,000 386,000 386,000 53,401 54,700 9,205	- - - - - 53,401 - - 54,700 - -	21,000 386,000 386,000 636,000 386,000 1,022,000 - 53,401 53,401 - 54,700 54,700 69,971 9,205	Church St. Sewer Project 18033 transfer in Blythe 21042 & Grove 21043 debt proceeds change	Yes	Adjustment Amendment	09072023-01 09072023-01 09072023-01 09072023-01 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-47010-18033 460-7055-550103-18033 410-0000-470100-21042 410-0000-470100-21042 410-1014-550102-21042 410-0000-470100-21043 410-1014-550102-21043 410-1014-550102-21043 010-0000-534999 010-1002-502056 010-1005-502056	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Contingency COH Retirement Match (401k) COH Retirement Match (401k)	20,000 636,000 - 636,000 53,401 - 53,401 54,700 - 54,700 146,211 -	1,000 386,000 386,000 386,000 - 386,000 - 53,401 - 54,700 - 9,205 2,730	- - - - - 53,401 - - 54,700 - - - 76,240	21,000 386,000 386,000 636,000 386,000 1,022,000 - - 53,401 - 54,700 54,700 69,971 9,205 2,730	Church St. Sewer Project 18033 transfer in Blythe 21042 & Grove 21043 debt proceeds change	Yes	Adjustment Amendment	09072023-01 09072023-01 09072023-01 09072023-01 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 090702023-03 090702023-03
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-47010-18033 460-7055-550103-18033 410-0000-470100-21042 410-0000-470100-21042 410-1014-550102-21042 410-0000-470100-21043 410-1014-550102-21043 410-1014-550102-21043 010-0000-534999 010-1002-502056 010-1008-502056	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Contingency COH Retirement Match (401k) COH Retirement Match (401k) COH Retirement Match (401k)	20,000 636,000 - 636,000 53,401 - 53,401 54,700 - 54,700 146,211	1,000 386,000 386,000 386,000 - 386,000 - 53,401 - 54,700 - 9,205 2,730 4,265		21,000 386,000 386,000 636,000 386,000 1,022,000 53,401 53,401 54,700 54,700 69,971 9,205 2,730 4,265	PW trailer Church St. Sewer Project 18033 transfer in Blythe 21042 & Grove 21043 debt proceeds change 401k Match amednments from contingency	Yes	Adjustment Amendment	09072023-01 09072023-01 09072023-01 09072023-01 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 090702023-03 090702023-03 090702023-03
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-47010-18033 460-7055-550103-18033 410-0000-470100-21042 410-0000-470100-21042 410-1014-550102-21042 410-0000-470100-21043 410-1014-550102-21043 410-1014-550102-21043 010-0000-534999 010-1002-502056 010-1008-502056 010-1010-502056	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Contingency COH Retirement Match (401k) COH Retirement Match (401k) COH Retirement Match (401k) COH Retirement Match (401k)	20,000 636,000 - 636,000 53,401 - 53,401 54,700 - 54,700 146,211	1,000 386,000 386,000 386,000 386,000 53,401 54,700 9,205 2,730 4,265 885		21,000 386,000 386,000 636,000 1,022,000 53,401 53,401 54,700 54,700 69,971 9,205 2,730 4,265 885	Church St. Sewer Project 18033 transfer in Blythe 21042 & Grove 21043 debt proceeds change 401k Match amednments from contingency	Yes	Adjustment Amendment	09072023-01 09072023-01 09072023-01 09072023-01 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 090702023-03 090702023-03 090702023-03 090702023-03
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-470100-18033 460-7055-550103-18033 410-0000-470100-21042 410-0000-470100-21042 410-1014-550102-21042 410-0000-470100-21043 410-1014-550102-21043 410-1014-550102-21043 010-0000-534999 010-1002-502056 010-1008-502056 010-1010-502056 010-1014-502056	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Contingency COH Retirement Match (401k)	20,000 636,000 - 636,000 53,401 - 53,401 54,700 - 54,700 146,211	1,000 386,000 386,000 386,000 386,000 53,401 54,700 9,205 2,730 4,265 885 3,500		21,000 386,000 386,000 636,000 386,000 1,022,000 53,401 53,401 54,700 54,700 69,971 9,205 2,730 4,265 885 3,500	Church St. Sewer Project 18033 transfer in Blythe 21042 & Grove 21043 debt proceeds change 401k Match amednments from contingency	Yes	Adjustment Amendment	09072023-01 09072023-01 09072023-01 09072023-01 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-03 090702023-03 090702023-03 090702023-03 090702023-03 090702023-03 090702023-03
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-470100-18033 460-7055-550103-18033 410-0000-470100-21042 410-0000-470100-21042 410-1014-550102-21042 410-0000-470100-21043 410-0000-470100-21043 410-1014-550102-21043 010-0000-534999 010-1002-502056 010-1008-502056 010-1010-502056 010-1014-502056 010-1200-502056	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Contingency COH Retirement Match (401k)	20,000 636,000 - 636,000 53,401 - 53,401 54,700 - 54,700 146,211	1,000 386,000 386,000 386,000 386,000 53,401 54,700 9,205 2,730 4,265 885 3,500 6,100		21,000 386,000 386,000 636,000 386,000 1,022,000 53,401 53,401 54,700 54,700 69,971 9,205 2,730 4,265 885 3,500 6,100	Church St. Sewer Project 18033 transfer in Blythe 21042 & Grove 21043 debt proceeds change 401k Match amednments from contingency	Yes	Adjustment Amendment	09072023-01 09072023-01 09072023-01 09072023-01 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-03 090702023-03 090702023-03 090702023-03 090702023-03 090702023-03 090702023-03 090702023-03
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-470100-18033 460-7055-550103-18033 460-7055-550103-18033 410-0000-470100-21042 410-0000-470100-21042 410-1014-550102-21042 410-0000-470100-21043 410-0000-470100-21043 410-1014-550102-21043 010-0000-534999 010-1002-502056 010-1008-502056 010-1010-502056 010-1014-502056 010-1200-502056 010-1200-502056 010-1300-502056	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Contingency COH Retirement Match (401k)	20,000 636,000 - 636,000 53,401 - 53,401 54,700 - 54,700 146,211	1,000 386,000 386,000 386,000 386,000 53,401 54,700 9,205 2,730 4,265 885 3,500 6,100 7,175		21,000 386,000 386,000 636,000 386,000 1,022,000 53,401 53,401 54,700 54,700 69,971 9,205 2,730 4,265 885 3,500 6,100 7,175	Church St. Sewer Project 18033 transfer in Blythe 21042 & Grove 21043 debt proceeds change 401k Match amednments from contingency	Yes	Adjustment Amendment	09072023-01 09072023-01 09072023-01 09072023-01 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-03 090702023-03 090702023-03 090702023-03 090702023-03 090702023-03 090702023-03 090702023-03
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-47010-18033 460-7055-550103-18033 460-7055-550103-18033 410-0000-470100-21042 410-0000-470100-21042 410-1014-550102-21042 410-0000-470100-21043 410-0000-470100-21043 410-1014-550102-21043 010-0000-534999 010-1002-502056 010-1008-502056 010-1010-502056 010-1014-502056 010-1200-502056 010-1300-502056 010-1300-502056 010-1300-502056	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Contingency COH Retirement Match (401k)	20,000 636,000 - 636,000 53,401 - 53,401 54,700 - 54,700 146,211	1,000 386,000 386,000 386,000 386,000 53,401 54,700 9,205 2,730 4,265 885 3,500 6,100 7,175 24,775		21,000 386,000 386,000 636,000 386,000 1,022,000 53,401 53,401 54,700 54,700 69,971 9,205 2,730 4,265 885 3,500 6,100 7,175 24,775	Church St. Sewer Project 18033 transfer in Blythe 21042 & Grove 21043 debt proceeds change 401k Match amednments from contingency	Yes	Adjustment Amendment	09072023-01 09072023-01 09072023-01 09072023-01 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-03 090702023-03 090702023-03 090702023-03 090702023-03 090702023-03 090702023-03 090702023-03 090702023-03 090702023-03
067-7555-554001 459-0000-470090 459-0000-598901 460-0000-470100-18033 460-7055-550103-18033 460-7055-550103-18033 410-0000-470100-21042 410-0000-470100-21042 410-1014-550102-21042 410-0000-470100-21043 410-0000-470100-21043 410-1014-550102-21043 010-0000-534999 010-1002-502056 010-1008-502056 010-1010-502056 010-1014-502056 010-1200-502056 010-1200-502056 010-1300-502056	Capital Outlay Other Than Fund Balance Appropriated Transfer Out (to 460, #19014) Debt Proceeds ('23 Rev. Bond) Transfer In (from 459) Capital Outlay CIP Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Transfer In (from 010, FY23) Debt Proceeds Capital Outlay- Fees and Services Contingency COH Retirement Match (401k)	20,000 636,000 - 636,000 53,401 - 53,401 54,700 - 54,700 146,211	1,000 386,000 386,000 386,000 386,000 53,401 54,700 9,205 2,730 4,265 885 3,500 6,100 7,175		21,000 386,000 386,000 636,000 386,000 1,022,000 53,401 53,401 54,700 54,700 69,971 9,205 2,730 4,265 885 3,500 6,100 7,175	Church St. Sewer Project 18033 transfer in Blythe 21042 & Grove 21043 debt proceeds change 401k Match amednments from contingency	Yes	Adjustment Amendment	09072023-01 09072023-01 09072023-01 09072023-01 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-02 09072023-03 090702023-03 090702023-03 090702023-03 090702023-03 090702023-03 090702023-03 090702023-03 090702023-03

010-1523-502056	COH Retirement Match (401k)	_	3,000	_	3,000	401k Match amednments from contingency	Yes	Amendment	090702023-03
010-1525-502056	COH Retirement Match (401k)	_	1,625	_	1,625	401k Match amediments from contingency	Yes	Amendment	090702023-03
010-1525-502056	COH Retirement Match (401k)	-	5,450		5,450	401k Match amediments from contingency	Yes	Amendment	090702023-03
010-1560-502056	COH Retirement Match (401k)	-	870		870	401k Match amediments from contingency	Yes	Amendment	090702023-03
010-7855-502056	COH Retirement Match (401k)	-	110	-	110	401k Match amediments from contingency	Yes	Amendment	090702023-03
020-0000-534999	Contingency	7,600	-	2,365	5,235	401k Match amediments from contingency	Yes	Amendment	090702023-03
020-1502-502056	COH Retirement Match (401k)	-	70	2,303	70	401k Match amediments from contingency	Yes	Amendment	090702023-03
020-1502-502050	COH Retirement Match (401k)	-	160		160	401k Match amediments from contingency	Yes	Amendment	090702023-03
020-1525-502056	COH Retirement Match (401k)	-	95	-	95	401k Match amediments from contingency	Yes	Amendment	090702023-03
020-1560-502056	` ,		45		45	ğ ,	Yes		090702023-03
020-1360-302036	COH Retirement Match (401k) COH Retirement Match (401k)	-	1,860	-	1,860	401k Match amednments from contingency 401k Match amednments from contingency	Yes	Amendment	090702023-03
020-2102-502056	` '	-		-	·	<u> </u>		Amendment	
	COH Retirement Match (401k)	- 750	135	-	135	401k Match amediments from contingency	Yes	Amendment	090702023-03
021-0000-534999	Contingency	750	-	690	60	401k Match amednments from contingency	Yes	Amendment	090702023-03
021-1502-502056	COH Retirement Match (401k)	-	20	-	20	401k Match amednments from contingency	Yes	Amendment	090702023-03
021-1521-502056	COH Retirement Match (401k)	-	40	-	40	401k Match amednments from contingency	Yes	Amendment	090702023-03
021-1525-502056	COH Retirement Match (401k)	-	25	-	25	401k Match amednments from contingency	Yes	Amendment	090702023-03
021-1556-502056	COH Retirement Match (401k)	-	20	-	20	401k Match amednments from contingency	Yes	Amendment	090702023-03
021-2202-502056	COH Retirement Match (401k)	-	555	-	555	401k Match amednments from contingency	Yes	Amendment	090702023-03
021-7855-502056	COH Retirement Match (401k)	-	30	-	30	401k Match amednments from contingency	Yes	Amendment	090702023-03
060-0000-534999	Contingency	214,297	-	81,603	132,694	401k Match amednments from contingency	Yes	Amendment	090702023-03
060-1002-502056	COH Retirement Match (401k)	-	5,176	-	5,176	401k Match amednments from contingency	Yes	Amendment	090702023-03
060-1005-502056	COH Retirement Match (401k)	-	2,727	-	2,727	401k Match amednments from contingency	Yes	Amendment	090702023-03
060-1008-502056	COH Retirement Match (401k)	-	9,075	-	9,075	401k Match amednments from contingency	Yes	Amendment	090702023-03
060-1010-502056	COH Retirement Match (401k)	-	2,879	-	2,879	401k Match amednments from contingency	Yes	Amendment	090702023-03
060-1014-502056	COH Retirement Match (401k)	-	8,766	-	8,766	401k Match amednments from contingency	Yes	Amendment	090702023-03
060-1502-502056	COH Retirement Match (401k)	-	380	-	380	401k Match amednments from contingency	Yes	Amendment	090702023-03
060-1521-502056	COH Retirement Match (401k)	-	1,543	-	1,543	401k Match amednments from contingency	Yes	Amendment	090702023-03
060-1523-502056	COH Retirement Match (401k)	-	2,972	-	2,972	401k Match amednments from contingency	Yes	Amendment	090702023-03
060-7002-502056	COH Retirement Match (401k)	-	15,318	-	15,318	401k Match amednments from contingency	Yes	Amendment	090702023-03
060-7032-502056	COH Retirement Match (401k)	-	4,997	-	4,997	401k Match amednments from contingency	Yes	Amendment	090702023-03
060-7035-502056	COH Retirement Match (401k)	-	5,244	-	5,244	401k Match amednments from contingency	Yes	Amendment	090702023-03
060-7050-502056	COH Retirement Match (401k)	-	3,072	_	3,072	401k Match amednments from contingency	Yes	Amendment	090702023-03
060-7055-502056	COH Retirement Match (401k)	_	8,535	_	8,535	401k Match amednments from contingency	Yes	Amendment	090702023-03
060-7132-502056	COH Retirement Match (401k)	_	2,461	_	2,461	401k Match amednments from contingency	Yes	Amendment	090702023-03
060-7135-502056	COH Retirement Match (401k)	-	2,475	-	2,475	401k Match amediments from contingency	Yes	Amendment	090702023-03
060-7150-502056	COH Retirement Match (401k)	-	1.778		1,778	401k Match amednments from contingency	Yes	Amendment	090702023-03
060-7155-502056	COH Retirement Match (401k)	-	4,205	_	4,205	401k Match amediments from contingency	Yes	Amendment	090702023-03
064-7455-519200	Contracted Services	5,000	-	155	4,845	401k Match amediments from contingency	Yes	Amendment	090702023-03
064-7433-319200	COH Retirement Match (401k)	-	155	155	155	401k Match amediments from contingency	Yes	Amendment	090702023-03
067-0000-534999	` ,	5,600		5,300	300	ğ ,	Yes	Amendment	090702023-03
067-0000-534999	COLUMN CO	,	325	5,300		401k Match amednments from contingency 401k Match amednments from contingency			090702023-03
	COH Retirement Match (401k)	-		-+	325	6 ,	Yes	Amendment	
067-1014-502056	COH Retirement Match (401k)	-	150	-	150	401k Match amednments from contingency	Yes	Amendment	090702023-03
067-1502-502056	COH Retirement Match (401k)	-	325	-	325	401k Match amednments from contingency	Yes	Amendment	090702023-03
067-1525-502056	COH Retirement Match (401k)	-	600	-	600	401k Match amednments from contingency	Yes	Amendment	090702023-03
067-1555-502056	COH Retirement Match (401k)	-	1,300	-	1,300	401k Match amednments from contingency	Yes	Amendment	090702023-03
067-7555-502056	COH Retirement Match (401k)	-	2,600	-	2,600	401k Match amednments from contingency	Yes	Amendment	090702023-03
068-0000-534999	Contingency	29,600	-	5,910	23,690	401k Match amednments from contingency	Yes	Amendment	090702023-03
068-1502-502056	COH Retirement Match (401k)	-	850	-	850	401k Match amednments from contingency	Yes	Amendment	090702023-03
068-1521-502056	COH Retirement Match (401k)	-	460	-	460	401k Match amednments from contingency	Yes	Amendment	090702023-03
068-7855-502056	COH Retirement Match (401k)	-	4,600	-	4,600	401k Match amednments from contingency	Yes	Amendment	090702023-03
080-3101-521001	Supplies and Materials	13,000	6,000	-	19,000	Turkey Trot interim adjustment until 10/05 meeting	Yes	Adjustment	9/12/2023
080-3101-519200	Contracted Services	70,125	-	6,000	64,125	Turkey Trot interim adjustment until 10/05 meeting	Yes	Adjustment	9/12/2023
301-0000-420050-G2401	Grant Revenue (GHSP)	-	20,000	-	20,000	HPD - GHSP- Overtime (corrected project code 10/16/2023)	Yes	Amendment	10052023-01
301-1300-501010-G2401	Overtime	-	16,576	-	16,576	HPD - GHSP- Overtime (corrected project code 10/16/2023)	Yes	Amendment	10052023-01
301-1300-502001-G2401	FICA Tax Expense	-	1,264	-	1,264	HPD - GHSP- Overtime (corrected project code 10/16/2023)	Yes	Amendment	10052023-01
301-1300-502050-G2401	Retirement Expense	-	2,160	-	2,160	HPD - GHSP- Overtime (corrected project code 10/16/2023)	Yes	Amendment	10052023-01
460-0000-470010-18032	Debt Proceeds	5,600,000	2,400,000	_	8,000,000	Mud Creek Interceptor Project 18032	Yes	Amendment	10052023-02
460-7055-550103-18032	Capital Outlay - CIP	5,600,000	2,400,000	-	8,000,000	Mud Creek Interceptor Project 18032 Mud Creek Interceptor Project 18032	Yes	Amendment	10052023-02
400-1033-330103-1603Z	Capital Outlay - CIP	5,000,000	۷,400,000	-	٥,000,000	mind Creek interceptor Project 16032	res	Amenament	10052023-02
467-0000-470100-G2306	Transfer in (from 067, FY24)	109,300	-	-	109,300	Stormwatet GoldenLEAF for Lower Mud Creek G2306	Yes	Amendment	10052023-03
467-0000-420050-G2306	Grant Revenue (NCLWF)	1,120,929	-	-	1,120,929	Stormwatet GoldenLEAF for Lower Mud Creek G2306	Yes	Amendment	10052023-03
467-0000-420050-G2306	Grant Revenue (NCDWI)	1,897,236	-	-	1,897,236	Stormwatet GoldenLEAF for Lower Mud Creek G2306	Yes	Amendment	10052023-03
467-0000-460900-G2306	Contribution (GoldenLEAF)	-	250,000	-	250,000	Stormwatet GoldenLEAF for Lower Mud Creek G2306	Yes	Amendment	10052023-03
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467-7555-551000-G2306	Capital Outlay - Land/Easement/ROW	609,000	-	-	609,000	Stormwatet GoldenLEAF for Lower Mud Creek G2306	Yes	Amendment	10052023-03
467-7555-550103-G2306	Capital Outlay - CIP	2,518,465	250,000	_	2,768,465	Stormwatet GoldentEAF for Lower Mud Creek G2306	Yes	Amendment	10052023-03
407-7555-550105-02500	Capital Outlay - CIF	2,318,403	230,000	-	2,700,403	Stormwater Goldente Ar Tor Lower Widd Creek G2500	163	Amendment	10032023-03
060-0000-534999	Contingency	132,694	-	83,905	48,789	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7032-501001	Salaries - Regular	382,677	13,110	-	395,787	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7032-502001	FICA	32,314	880	-	33,194	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7032-502050	Retirement	54,280	1,475	-	55,755	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7050-501001	Salaries - Regular	450,437	13,400	-	463,837	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7050-502001	FICA	34,458	1,025	-	35,483	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7050-502050	Retirement	57,881	1,725	-	59,606	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7055-501001	Salaries - Regular	1,194,004	20,920	-	1,214,924	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7055-502001	FICA	91,894	1,370	-	93,264	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7055-502050	Retirement	154,359	2,305	-	156,664	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7132-501001	Salaries - Regular	188,483	6,460	-	194,943	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7132-502001	FICA	14,529	435	-	14,964	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7132-502050	Retirement	24,406	725	-	25,131	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7150-501001	Salaries - Regular	222,508	6,600	-	229,108	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7150-502001	FICA	17,022	505	-	17,527	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7150-502050	Retirement	28,592	850	-	29,442	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7155-501001	Salaries - Regular	588,191	10,310	-	598,501	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7155-502001	FICA	45,269	675	-	45,944	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
060-7155-502050	Retirement	76,039	1,135	-	77,174	W&S Staff budget amendment for reclassified positions	Yes	Amendment	10052023-04
080-0000-460001	Misc. Income (Shirt/Packet Sales)	13,000	6,000	-	19,000	Turkey Trot Shirt Increase	Yes	Amendment	10052023-05
080-3101-519200	Contracted Services	64,125	6,000	-	70,125	Turkey Trot Shirt Increase	Yes	Amendment	10052023-05
064-7455-524010	R&M Building	50,000	-	15,000	35,000	Trash/Recycling Bins	Yes	Adjustment	
064-7455-521001	Contracted Services	64,125	15,000	-	79,125	Trash/Recycling Bins	Yes	Adjustmnet	
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010-1010-534000	Non-Capital Equipment	77,800	-	4,200	73,600	IT Training	Yes	Adjustment	
010-1010-531225	Tranining	-	4,200	-	4,200	IT Training	Yes	Adjustmnet	
010 1501 550001	Le wheel ends	10.500		7.050	24.552	EL LOS DE MIN	Ly	T . 1:	
010-1521-552001	Capital Outlay- Buildings	42,500	7.050	7,950	34,550	Fleet Storage Building	Yes	Adjustment	
010-1521-534000	Non-Capital Equipment	-	7,950	-	7,950	Fleet Storage Building	Yes	Adjustmnet	
010-0000-534999	Contingency	69,971		2,031	67,940	NCLM Attorney Fees - Patton Pool	Yes	Adjustment	
010-0000-534999	Prof. Services Legal		2,031	2,031	2,031	NCLM Attorney Fees - Patton Pool	Yes	Adjustment	
010-1535-519102	Prof. Services Legal	-	2,031	-	2,031	NCLIVI ALLOTTIEV FEES - Pattori Pool	res	Aujustiffilet	
010-1002-519200	Contracted Services	100,000	-	15,000	85,000	Talent Management- Oracle	Yes	Adjustment	
010-1010-519200	Contracted Services Contracted Services	305,850	15,000	13,000	320,850	Talent Management - Oracle	Yes	Adjustmnet	
010-1010-313200	Contracted Services	303,830	13,000		320,630	Talche Management - Oracle	103	Aujustilliet	
068-7855-524030	R&M Trucks	60,000	_	6,150	53,850	ESF Equipment Purchase 10/02/23 - Brandon	Yes	Adjustment	10/2/2023
068-7855-554001	Capital Outlay Equipment	-	6,150	-	6,150	ESF Equipment Purchase 10/02/23 - Brandon	Yes	Adjustment	10/2/2023
000 7000 00 1001	cupital outlay Equipment		0,130		0,130	Est Equipment arenase 10/02/25 Brandon	103	riajastinent	10/2/2023
010-1001-534000	Non-Capital Equipment	4,000	-	500	3,500	Council Member Smith - Rocking Chair	Yes	Adjustment	10/9/2023
010-1001-521010	Office Supplies	250	500	-	750	Council Member Smith - Rocking Chair	Yes	Adjustment	10/9/2023
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010-0000-534999	Contingency	67,940	-	1,220	66,720	NCLM litigation bill	Yes	Adjustment	10/9/2023
010-1300-519102	Professional Services - Legal	15,100	1,220	-	16,320	NCLM litigation bill	Yes	Adjustment	10/9/2023
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060-7155-524060	R&M Lines	150,000	-	18,000	132,000	Chad- Capital and Training	Yes	Adjustment	10/11/2023
060-7155-531225	Training	5,000	15,000	-	20,000	Chad- Capital and Training	Yes	Adjustment	10/11/2023
060-7155-531220	Travel	-	1,700	-	1,700	Chad- Capital and Training	Yes	Adjustment	10/11/2023
060-7155-554001	Capital Outlay - Equipment Other Than	42,000	1,300	-	43,300	Chad- Capital and Training	Yes	Adjustment	10/11/2023
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