



CITY OF HENDERSONVILLE
CITY COUNCIL SPECIAL CALLED MEETING
City Hall 2nd Floor Meeting Room | 160 6th Ave. E. | Hendersonville NC 28792
Tuesday, October 29, 2024 – 4:00 PM

AGENDA

1. **CALL TO ORDER**
2. **CONSIDERATION OF AGENDA**
3. **CONSENT AGENDA** - *Items are considered routine, noncontroversial in nature and are considered approved by a single motion and vote.*
4. **PUBLIC HEARINGS**
 - A. Second Public Hearing to Consider the Submission of a Community Development Block Grant Application, Neighborhood Revitalization, for the FY 24-25 Funding Cycle – *Angela S. Beeker, City Attorney/Daniel Heyman, Staff Attorney*
5. **NEW BUSINESS**
 - A. Amendments to Fee Schedule for Hurricane Helen– *Angela S. Beeker, City Attorney*
 - B. Consideration of Amendment to City Council Regular Meeting Agenda - *Jill Murray, City Clerk*
 - C. Ratification of Contracts Entered for Helene – *Angela Beeker, City Attorney*
 - D. Consideration of Amendments to City Policies as Necessary to Support Hurricane Helene Recovery Item Title As It Appears On The Agenda – *John Connet, City Manager*
 - E. City Manager Hurricane Helene Report Updates – *John Connet, City Manager*
 - F. Closed Session pursuant to NCGS § 143-318.11 (a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease. - *John Connet, City Manager*
6. **ADJOURN**

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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Daniel Heyman, Staff Attorney **MEETING DATE:** October 29, 2024

AGENDA SECTION: PUBLIC HEARINGS **DEPARTMENT:** Legal Department

TITLE OF ITEM: Second Public Hearing to Consider the Submission of a Community Development Block Grant Application, Neighborhood Revitalization, for the FY 24-25 Funding Cycle – *Angela S. Beeker, City Attorney/Daniel Heyman, Staff Attorney*

SUGGESTED MOTION(S):

I move that the City Council adopt the Resolution by the City of Hendersonville City Council Authorizing the Submittal of an Application for Community Development Block Grant Funding for the City of Hendersonville Housing Rehabilitation Assistance Program.

SUMMARY:

The purpose of the public hearing is to consider the submission of a Community Development Block Grant Application for the FY 2024-25 funding cycle. The City Council held an initial public hearing at the September 5, 2024 regular meeting. Following the first public hearing, City staff, Housing Assistance Corporation (HAC) and Land of Sky Regional Council (LOSRC) developed a draft application. A second public hearing is required to allow comment on the draft application prior to submittal.

The grant, a Neighborhood Revitalization Grant (CDBG-NR), is offered through the North Carolina Rural Economic Development Division of the Department of Commerce (REDD), and would be for the rehabilitation of four (4) homes owned by low-to-moderate income households located at the following addresses in the City of Hendersonville corporate limits: 221 Ashwood Road, 709 E Pace Street, 815 7th Avenue W, and 1739 Clairmont Drive. Low to moderate households are those having a household income equal to or less than 80% of the area median income. The total estimated cost of all activities included in the grant application is \$562,710.50, which includes an estimated \$511,555.00 for home rehabilitation and \$51,155.50 for administration costs.

The application would be submitted in partnership with HAC, who would serve as the subrecipient of the grant funds. HAC would manage the rehabilitation projects on the homes. The grant would be administered by LOSRC. The public is invited to the October 29, 2024 City Council meeting to comment on the draft application.

After this second public hearing, and if the City Council votes to proceed with the grant application, the City, HAC, and LOSRC will finalize the application for submission to REDD for consideration.

The proposed application is available by visiting: www.hendersonvillenc.gov/public-notice/CDBGFY25

ATTACHMENTS:

Resolution

Second Notice of Public Hearing

Project Description

Resolution #24-

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL
AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDING FOR THE CITY OF
HENDERSONVILLE HOUSING REHABILITATION ASSISTANCE PROGRAM**

WHEREAS, the City of Hendersonville City Council has previous indicated its desire to assist in in community development efforts for housing; and

WHEREAS, the City Council has held two public hearings concerning the proposed application for Community Development Block Grant funding for the a project known as the City of Hendersonville Housing Rehabilitation Assistance Program application; and

WHEREAS, The City Council wishes the City to pursue a formal application for Community Development Block Grant funding to benefit the City of Hendersonville Housing Rehabilitation Assistance Program; and

WHEREAS, The City Council certifies it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program.

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

1. The City is authorized to submit a formal application to the North Carolina Department of Commerce for the approval of a Community Development Block Grant to benefit the City of Hendersonville Housing Rehabilitation Assistance Program.
2. The Mayor and City Manager are authorized to execute all documents necessary to submit the formal application.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 29th day of October, 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

NOTICE

City of Hendersonville 160 Sixth Avenue East Hendersonville, NC 28792

CITY COUNCIL CITY OF HENDERSONVILLE NOTICE OF PUBLIC HEARING

Tuesday, October 29, 2024, at 4:00 p.m.

The City of Hendersonville City Council will hold a public hearing during a Special Called meeting on **Tuesday, October 29, 2024, at 4:00 p.m.**, or as soon thereafter as it may be heard, in the 2nd Floor Meeting Room of City Hall located at 160 6th Avenue E., Hendersonville, NC.

The purpose of the public hearing is to consider the submission of a Community Development Block Grant Application for the FY 2024-25 funding cycle. The grant, a Neighborhood Revitalization Grant (CDBG-NR), is offered through the North Carolina Rural Economic Development Division of the Department of Commerce (REDD), and would be for the rehabilitation of four (4) homes owned by low-to-moderate income households located at the following addresses in the City of Hendersonville corporate limits: 221 Ashwood Road, 709 E Pace Street, 815 7th Avenue W, and 1739 Clairmont Drive. Low to moderate households are those having a household income equal to or less than 80% of the area median income. The total estimated cost of all activities included in the grant application is \$562,710.50, which includes an estimated \$511,555.00 for home rehabilitation and \$51,155.50 for administration costs.

The application would be submitted in partnership with the Housing Assistance Corporation (HAC), who would serve as the subrecipient of the grant funds. HAC would manage the rehabilitation projects on the homes. The grant would be administered by Land of Sky Regional Council (LOSRC). The public is invited to the October 29, 2024 public hearing to comment on the proposed grant application. After this public hearing, and if the City Council votes to proceed with the grant application, the City, HAC, and LOSRC will finalize the application for submission to REDD for consideration.

The public may also view, listen, and verbally comment on public hearings or give general public comment live via ZOOM. For security reasons screen sharing will not be allowed. The meeting instructions to join by Zoom will be available on the City's website by visiting www.hendersonvillenc.gov/events-calendar and below. Comment period instructions will also be displayed at the appropriate times during the meeting.

ZOOM: zoom.us/join

OR

Dial-in by phone: (646) 558-8656

Meeting ID: 822 0104 2528

Passcode: 1847

In accordance with NC GS 166A-19.24(e), **written/digital public hearing comments** must be received 24 hours in advance of the public hearing/ by **4:00 p.m. on October 28, 2024**, to be considered by the City Council. Please visit www.hendersonvillenc.gov/comment to submit comments or contact the City Clerk's office. Comments must comply with the City's policy for security.

Jill Murray, City Clerk

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

Posted 10/16/24



www.hendersonvillenc.gov

Advertised in Times-News on 10/18/24

PROJECT DESCRIPTION- CDBG Neighborhood Revitalization

The project description must contain the following information and should answer the following questions. Limit total responses to 4 pages.

Project Title: Housing Rehabilitation Assistance Program

Project Overview:

The City of Hendersonville is applying for \$562,710.50 to assist with housing rehabilitation to serve very low to moderate-income households in the city. This project continues the work supported with a 2020 CDBG-NR grant and supplemented with approximately \$330,000 in city funds. The 2020-cycle focused on the Ashe St/7th Ave neighborhood. This project will continue work there and expand to the Druid Hills neighborhood to address needs identified through the Housing Assistance Corporation – a key partner in this effort.

1. What are the community development needs? Include a description of the housing and infrastructure needs of the lead applicant and Council of Government (COG) region.

The City of Hendersonville, like many communities, is facing a housing supply shortage which is increasing home and rental prices significantly. Typically, in healthy and well-balanced housing markets, availability rates are between 2.0% and 3.0%. Out of the 18-county WNC region, only Burke County (0.3%) and McDowell County (0.4%) have lower rates of housing availability than Henderson County (0.6%). The multi-family rental market in Henderson County, including Hendersonville, is equally limited in supply with only market-rate rentals showing any vacancies.

The supply of for-sale housing priced below \$100,000 makes up only 0.6% of the market share, while housing between \$100-\$200k is only 7.9% of the market. The greatest market share is for housing over \$500k (34.4%). According to the 2020 Housing Needs Assessment completed for the COG Region B including Hendersonville, median home prices for the region have risen steadily since 2010, from just under \$200,000 to \$419,000 in 2019. Henderson County ranks second behind Buncombe County with a median home price of nearly \$415,000 in 2019 compared to \$273,000 just 5 years earlier. According to Zillow, the median home price in Hendersonville in 2024 is \$418,443, up 4.6% since last year.

In the Ashe St/7th Ave project area (Census Tract 9311), much of the population is considered low or very low income. According to HUD's Low to Moderate Income Population by Block Group the percentages are 73.83% in Block Group 1 and 47.5% in Block Group 2. In Druid Hills (Census Tract 9309), both homes are located in Block Group 2 which has a lower percentage (37.25%) of low-to-moderate income households; however, much of the housing stock is from the early 1900s and is considered "naturally occurring affordable housing." Rehabilitation of this older housing stock is of utmost importance to preserve affordable housing options.

The Ashe St/7th Ave neighborhood has been the focus of community development efforts over the last several years, including new water and sewer infrastructure, sidewalks (still in development) and four home rehabs (both of the latter supported by the 2020 CDBG-NR grant award). However, there are still several abandoned and dilapidated homes, which pose health and safety issues, and require continued investment to stabilize and improve the neighborhood. Likewise, Druid Hills, recognized as both a local and national historic district since 2000, is also being prioritized for home rehab to preserve the overall

character of the neighborhood and to ensure the safety and well-being of the elderly residents living in homes with substantial repair needs.

2. What is the proposed scope of this project?

This project will rehabilitate four homes – two in the Ashe St/7th Ave neighborhood and two in the Druid Hills neighborhood. All four homes are occupied by elderly women living alone.

3. What livability principle(s) are most applicable to the proposed project?

The Housing Rehabilitation Assistance Program addresses two of the three NC Neighborhood Revitalization livability principles. It promotes equitable, affordable housing, and values communities and neighborhoods.

4. How will this be done?

Both livability principles are accomplished by addressing the substantial rehabilitation needs of “naturally occurring affordable housing” in historic, core city neighborhoods by preserving these existing homes, and ensuring the long-time, elderly residents can safely remain in their homes.

Partners:

5. Who are the project partners and explain the significance of the project partners and how their involvement will bolster the success of the project? Partnerships are strongly encouraged.

The City of Hendersonville will be partnering with the Housing Assistance Corporation for the project to continue the work supported by a 2021 CDBG-NR award. The Housing Assistance Corporation (HAC) is a private nonprofit organization in Hendersonville, NC, committed to providing low to moderate income persons with safe and affordable housing. Since 1988, they have provided the Hendersonville community with vital services such as home repairs, homeownership programs, and multifamily housing. Housing Assistance has built 209 single family homes and 360 apartment units in Henderson County and completes an average of 150-200 home repairs each year. The partnership between the City of Hendersonville and the Housing Assistance Corporation is crucial to the project's success. The Housing Assistance Corporation has an established relationship with the community due to having completed home repairs in the area previously. HAC also has expertise in substantial rehabilitation and construction of single family and multifamily housing- this specialty is crucial for this project.

6. What will be the level of effort and cost of these services? Include local match and in-kind services in the description. A match is not required under this program but, it will be favorably considered during the evaluation process. NOTE: Be sure the costs that are discussed here align with the proposed budget submitted with this application.

The current cost estimate for the home rehabilitation is \$511,555. A match is not being included in the current application; however, the city anticipates that additional funding will be required, once the detailed cost estimates are developed and bids are received, in part due to the differences in material and labor costs between the time the initial estimates are developed and when the homes actually go to bid, and in part due to the inevitable issues that may arise (like lead-based paint and asbestos abatement). For the current 2021 CDBG-NR project, the city committed an additional \$130,000 funds for

home rehab upfront, anticipates an additional funding gap of nearly \$200,000, for which funding has been approved by city council, and has covered an additional \$15,000 in grant administration costs. The city is committed to completing the home rehab work for the selected homeowners with supplemental funding as needed.

Expected Results and Outcomes:

7. What are project objectives and desired outcomes? Be specific, action-focused, achievable within the grant period, realistic, and time-bound.

Within the 30-month timeline, the City of Hendersonville's objectives for this project are to provide rehabilitation services to the four qualified homeowners identified.

8. How does the project act as a neighborhood to spur economic and community development growth?

This project continues efforts to improve the safety and quality of the homes in the Ashe St./7th Avenue neighborhood where the city has focused considerable investment over the last few years. The current CDBG-NR project also includes sidewalk improvements, in addition to home rehab, which can have a significant economic impact because those persons now have a safe ability to access every day needs such as employment, school, shopping, and recreation. The positive impact of walkability on property values is significant for public and private sector community revitalization efforts. Investments in infrastructure which support walkability can result in increased property values. The creation of safe and affordable housing also stimulates local economic development. As there is a significant shortage of housing in the Hendersonville area, every unit preserved makes a difference. With secure housing comes an increase of people in the workforce.

Outside of these projects, the City has already begun to bring new businesses to the area and improve the streetscape. Construction of the City's police department will be headquartered in the 7th Avenue district. The CDBG project will be a beneficial addition to the economic and development efforts that are currently being implemented this low-income area. Likewise, home rehabilitation in Druid Hills will also preserve community character in the locally and nationally recognized historic district.

9. Attach the Accomplishment and Beneficiaries form for each CDBG-NR activity except planning and administration.

Please see Tab 15.

Project Administration and Capacity:

10. What is the applicant's administrative capacity to manage the grant financially and to comply with CDBG program requirements?

The City of Hendersonville will rely on Finance Director John Buchanan for financial reporting oversight and management. General budgetary management will be overseen by Assistant City Manager Brian Pahle. Accountant Faith Holloway will be the lead financial accountant for the CDBG project. Additional compliance support and oversight will be provided by Mary Roderick, Planning Director at Land of Sky Regional Council, who will serve as the grant administrator.

11. What is the relationship between the applicant and other participants, other local governments, public and private sector organizations? Are they committed to the project? (Include letters of support, as applicable).

The City of Hendersonville and the Housing Assistance Corporation have a longstanding relationship. The Housing Assistance Corporation has been providing services in the City of Hendersonville for over 30 years and during that time has worked closely with the City of Hendersonville staff. Over the past few years, the Housing Assistance Corporation has built 24 single family homes within the City of Hendersonville's jurisdiction and completed 78 multifamily units in the area. The City of Hendersonville has identified the need for more safe and affordable housing for residents and has made great efforts to make that happen utilizing various programs through organizations like Housing Assistance. All parties are committed to this project and have provided a letter of commitment- please see attached.

12. Who will oversee and coordinate the project and how will parties be selected to carry out funded work?

General supervision of the project and coordination of activities between elected officials, City staff, the public, and the Housing Assistance Corporation will be conducted by City Manager John Connet.

Margaret Fenton Lebeck, the Executive Director of the Housing Assistance Corporation, will provide general supervision of HAC activities.

David Stoneman, HAC's Director of Housing Rehabilitation & Home Repair, will provide the detailed housing rehab needs assessments, and will assist the City's legal team in developing the bid packages and selecting the construction contractors through a transparent and competitive bid process. He will also supervise the rehabilitation work and ensure that it is completed to meet all requirements and specifications.

Mary Roderick, Planning Director, Land of Sky Regional Council, will ensure compliance with all CDBG requirements.

13. List the key players for the local government and partners to carry out the project. Include an organizational chart, a description of duties for each player, and a resumes.

Please see Tab 18.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Angela Beeker, City Attorney **MEETING DATE:** October 29, 2024
AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Legal Department
TITLE OF ITEM: Amendments to Fee Schedule for Hurricane Helen– *Angela S. Beeker, City Attorney*

SUGGESTED MOTION(S):

I move City Council to adopt **AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE BUDGET ORDINANCE BY ADOPTING AN AMENDED FEE SCHEDULE DUE TO THE IMPACTS OF HURRICANE HELENE**, as presented.

SUMMARY:

Attached for City Council’s consideration is the proposed **AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE BUDGET ORDINANCE BY ADOPTING AN AMENDED FEE SCHEDULE DUE TO THE IMPACTS OF HURRICANE HELENE**

City Council is requested to adopt this ordinance as presented.

ATTACHMENTS:

Draft Ordinance

Ordinance # ___ - ___

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE BUDGET ORDINANCE BY ADOPTING AN AMENDED FEE SCHEDULE DUE TO THE IMPACTS OF HURRICANE HELENE

WHEREAS, the City Council of the City of Hendersonville (“City Council”) adopted a fee schedules as part of the FY25 budget ordinance; and

WHEREAS, the City of Hendersonville and its residents have suffered devastating impacts due to Hurricane Helene, and will be in a state of recovery for a considerable period of time; and

WHEREAS, the City Council is desirous or amending the fee schedule to eliminate certain fees during the Mayoral declared State of Emergency due to Hurricane Helene to assist in the recovery efforts;

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

Section I. Amendment to Fee Schedule Adopted Pursuant to Section 8 of the FY25 Budget Ordinance

The official fee schedule adopted pursuant to Section 8 of the FY25 Budget Ordinance is hereby amended as follows:

[Remainder of this page left blank intentionally.]

CITY OF HENDERSONVILLE FIRST AMENDMENT FEE SCHEDULE	
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2024-2025	
Public Hearing required for items denoted with asterisk	
DEPARTMENT / DESCRIPTION	COST / CHARGE / FEE
ADMINISTRATION	
General	
Clerk's Certification of Public Records	\$3.00 per page (after first page)
Application for Certificate of Public Convenience & Necessity (taxicab)	\$60.00
Horse-Drawn Carriage Permit	\$60.00
Flash Drives:	
0-8 GB	\$5.00 each
16-128 GB	\$7.00 each
>= 128 GB	\$20.00 each
Copy Charges (per page)	
Black	\$0.15
Color	\$0.25
City Council Agenda Subscription	
Meeting Subscription & Printing	\$16.00 per agenda packet
Annual Subscription & Printing	\$180.00 per fiscal year
Special Event Fees	
Event Application Fee	\$25.00 per application
Class A Special Event Closure (High-Impact full Main Street MSD Closure)	\$700.00 per day
Class B Special event closure (moderate impact, full Main Street MSD Closure)	\$450.00 per day
Class C Special Event Closure (Full Main Street with Avenues Open)	\$300.00 per day
Class D Special Event Closure (Closure of 2 blocks or less)	\$75.00 per block, per day
Class E - Special Event Closure (Closure of parking spaces at Courthouse Plaza)	\$50.00 per day
Multi-Day Food Vendors	\$55.00 per day
COMMUNITY DEVELOPMENT	
FEES - For so long as the Mayor's Declared State of Emergency is in effect for Hurricane Helene, Community Development Fees, marked with a "*" are reduced to "\$0.00".	
General- Zoning Compliance	
Zoning Verification Letter *	\$50.00
Non-Conforming Use Alteration Request (BOA Review) *	\$100.00
Variance Request (BOA Review) *	\$75.00
Certificate of Appropriateness (Minor work) *	\$50.00
Certificate of Appropriateness (Major work) *	\$75.00
Telecommunications Towers, Antennas and Equipment	
Small Wireless Facilities (first 5 facilities)	\$100.00 each
Additional small wireless facilities on the same application	\$50.00 each
Administrative Review	No Charge
General - Copy & Scan Charges Per Page	
Black	\$0.15
Color	\$0.25
Conditional Use	
	\$200
Copy Charges (per page)	
Black	\$0.15
Color	\$0.25
General - Copy & Scan Charges Per Page	
Large Format Copy	\$10.00
Large Format Scan	\$5.00
Zoning Map	\$5.00

Future Land Use Map Copy	\$5.00
General - Code Enforcement	
Nuisance Fee (Admin. Cost Doubles for each Offense within a Year)	Cost + \$100.00 Admin. Cost
Encroachment Permit	
Outdoor Dining Fee (Annual)	\$0.50 per Sq. Ft.
Demolition	
Demolition Admin Fee #	\$100.00
Payments in Lieu	
In Lieu - Sidewalks	\$75.00 per Linear Ft.
In Lieu - Trees	\$1.53 per Sq. Ft.
Rezoning Requests	
Zoning Ordinance Map Amendment (Standard Rezoning)	
Commercial or Industrial	\$275.00
Residential < 3 acres	\$175.00
Residential > 3 acres	\$225.00
Zoning Map Amendment (Conditional Rezoning)	
Conditional Rezoning - Legislative Process	\$100 per acre, \$500 minimum
Final DRC Review	\$500.00
Zoning Ordinance Text Amendments	\$175.00
Site Plan Reviews & Amendments	
Commercial, Industrial or Institutional	
5,000 - 19,999 square feet in floor area	\$300.00
20,000 - 50,000 square feet in floor area	\$450.00
Residential Developments	
3 - 10 dwellings	\$300.00
11 - 50 dwellings	\$450.00
Traffic Impact Analysis Study (Administrative Review)	\$1,000.00
Plat Review	
Subdivision Plats	\$20.00 per lot
Street Closing Petition (\$1,000 deposit)	\$1,000.00
Annexation Petition & Plat Review	
Contiguous	\$300.00
Satellite	\$450.00
PERMITS	
General- Zoning Compliance	
Zoning Compliance Permit #	\$50.00
Temporary Use Permit # (The fee shall be reduced to \$0.00 for temporary residential uses only)	\$60.00
Special Use Permit #	\$200
Floodplain Development Permit #	\$300.00
Telecommunications Towers, Antennas and Equipment	
Basic Permit (C-3, I-1)	\$450.00
Special Use Permit	\$2,500.00
Sign Permits	
Sign Compliance Permit #	\$75.00
Special Use Permit	\$200
Note 1: Applicable only to applications required to meet the additional standards contained in Section 16-4-23.4.	
Note 2: Fees for towers proposed for siting in PCD or PID district are included in the fee for conditional use review.	
FIRE DEPARTMENT	
General	
FEES	
Construction Plans Review	
Commercial hood suppression systems	\$100.00

Explosives and fireworks	\$100.00
Petroleum tanks and appurtenances	\$100.00
Sprinkler systems, fire alarm systems and Emergency Responder Radio Coverage Systems	
Minimum up to 1,000 square feet	\$50.00
1,001 - 5,000 square feet	\$100.00
5,001 - 10,000 square feet	\$150.00
10,001 - 25,000 square feet	\$200.00
25,001 - 50,000 square feet	\$250.00
50,001 - 100,000 square feet	\$300.00
100,001 - 200,000 square feet	\$350.00
Over 200,000 square feet	\$400.00
Work without a permit	\$250.00
Fire Inspection Fees - Fire Inspection fees for inspections of facilities damaged by Hurricane Helene shall be \$0.00.	
Minimum up to 1,000 square feet	\$50.00
1,001 - 5,000 square feet	\$100.00
5,001 - 10,000 square feet	\$150.00
10,001 - 25,000 square feet	\$200.00
25,001 - 50,000 square feet	\$250.00
50,001 - 100,000 square feet	\$300.00
100,001 - 200,000 square feet	\$350.00
Over 200,000 square feet	\$400.00
R-2 & S Occupancies (Apartment Complexes, Storage Units, etc.)	
1-20 Units	\$50.00
21-50 Units	\$100.00
51-100 Units	\$150.00
101-150 Units	\$200.00
151-200 Units	\$250.00
201-250 Units	\$300.00
251-300 Units	\$350.00
Over 300 Units	\$400.00
PENALTIES	
Re-inspection Fee (Follow-up) per re-inspection	\$100.00
Annual Non-Compliant Inspection Fee	\$250.00
Hazardous Material Response Fees	
Chief Officer - per officer (per hr.)	\$75.00
Engine Company Response - per engine (per hr.)	\$150.00
Fire Marshal/Deputy Fire Marshal - per person (per hr.)	\$50.00
Ladder/Truck Response - per ladder/truck (per hr.)	\$200.00
Materials/Supplies Used	Actual replacement cost
Off Duty/Call Back Personnel	Average hourly rate x 1.5
Site Assessment Fee	\$50.00
PERMITS	
Operational Permits	
ABC License Fee	\$50.00
Amusement Buildings	\$50.00
Carnival and Fairs	\$50.00
Combustible dust-producing operations	\$100.00
Covered and Open Mall Buildings	\$50.00
Exhibits and trade shows (per event)	\$50.00
Explosives	\$100.00
Flammable and Combustible Liquids	\$100.00
Fumigation and thermal insecticide fogging	\$100.00
Liquid or gas-fueled vehicles or equipment in assembly buildings	\$100.00

Private Hydrants	\$50.00
Pyrotechnic special effects material	\$100.00
Spraying and Dipping	\$100.00
Temporary membrane structures, tents, and canopies (excludes special events)	\$50.00
Construction Permits	
Automatic fire extinguishing systems	\$100.00
Battery systems	\$100.00
Compressed gas	\$100.00
Cryogenic fluids	\$100.00
Emergency responder radio coverage system	\$100.00
Fire alarm and detection systems and related equipment	\$100.00
Fire pumps and related equipment	\$100.00
Flammable and Combustible liquids	\$100.00
Gates and barricades across fire apparatus access roads	\$100.00
Hazardous Materials	\$100.00
Industrial Ovens	\$100.00
LP Gas	\$100.00
Private fire hydrant	\$100.00
Smoke control or smoke exhaust systems	\$100.00
Solar photovoltaic power systems	\$100.00
Spraying and Dipping	\$100.00
Standpipe systems	\$100.00
Temporary membrane structures, tents, canopies (per site, excludes special ev	\$50.00
PENALTIES	
Illegal Burn Fee	\$100.00
FINANCE	
General	
Beer License - On Premises	\$15.00
Beer License - Off Premises	\$5.00
Carnival Permit	\$100/week + \$5 per device
Delinquent Account Fee. <u>Delinquent Account Fees shall not be assessed against accounts becoming delinquent during the period of time that the Mayor declared State of Emergency for Hurricane Helene is in effect. Delinquent Account Fees for delinquencies predating the State of Emergency shall continue to be assessed. Delinquencies remaining after the termination of the Mayor declared state of emergency shall be assessed from and after the date of termination of the state of emergency, but shall not be retroactively applied for the period of the state of emergency.</u>	\$40.00
Returned item fee	\$25.00
Itinerant Merchant/Peddlers Permit	\$100.00
Utility Application Fee	\$10.00
Motor Vehicle Tag Fee	\$15.00
Wholesale Dealers License - Beer Only	\$37.50
Wholesale Dealers License - Wine Only	\$37.50
Wholesale Dealers License - Beer & Wine	\$62.50
Wine License - On Premises	\$15.00
Wine License - Off Premises	\$10.00
<p><i>Note: In accordance with G.S. 105-113.77 and G.S. 105-113.79 if a business has multiple locations in one county or city, that business will need to obtain separate ABC licenses for each location. City beer and wine taxes must increase by 10% for each additional license of the same type issued to the same taxpayer for use at a separate location. Furthermore, G.S. 105-236 applies penalties for failure to pay for and obtain local beer and wine license taxes. Operating a business without the required privilege license triggers a monthly penalty of 5 % of the applicable privilege license tax, up to a total of 25 %. Failure to pay the required tax triggers a separate 10% penalty. These violations are also Class 1 misdemeanors.</i></p>	

POLICE	
FEES	
Fingerprinting	\$10.00
Precious Metals Dealer Background Check	\$75.00
PENALTIES	
Precious Metals Dealer Permit	\$180.00
PARKING	
FEES	
Lost Ticket Fee (Parking Deck)	\$20.00
Lost/Replacement/2nd Parking Deck Puck	\$25.00
Monthly Parking Space - Deck Permit	\$80.00
Monthly Parking Space - Exterior Lot Permit	\$25.00
Monthly Parking Space - Interior Lot Permit	\$60.00
Special Event Rate	\$10.00 per session
Parking Meter - Main St. and Avenues	\$0.50 per 15-minutes (5-hour max.)
Parking Meter - Surface Lots and Decks	\$0.75 per 30-minutes (\$10 max. per session)
PENALTIES	
Illicit Crosswalk Parking	\$25.00
Illicit Fire Hydrant Parking	\$100.00
Illicit Fire Lane Parking	\$100.00
Habitual Parking Offender (3 Tickets or more in 30 days)	\$100.00
Illicit Handicapped Parking	\$250.00
Illicit Loading Zone Parking	\$25.00
Overtime/Expired Meter Parking	\$25.00
Penalty after 30 days additional	\$50.00
Penalty after 60 days additional	\$100.00
Construction parking permit (per day)	\$15.00
All Other Parking Violations Chapter 50	\$25.00
PUBLIC WORKS	
FEES	
Boyd Park Mini-Golf Admission	
Adults	\$3.00
Children	\$2.00
Course Rental (half day - with concessions) *At the discretion of the City	\$300.00
Course Rental (half day - without concessions) *At the discretion of the City	\$200.00
General	
Backhoe (per hour)	\$125.00
Building Maintenance Fees (per hour)	\$75.00
Bush Hogs/Tractor Mowing (per hour)	\$80.00
Electrical Usage - 20 Amps or Less (at parks)	\$25.00 per day
Electrical Usage- 21 Amps - 50 Amps (at parks)	\$50.00 per day
Electrical Usage - over 50 Amps (at parks)	\$100.00 per day
Fleet Maintenance Fees (per hour)	\$100.00
Sidearm Mower Rental (per hour)	\$125.00
Water/Flusher Truck (per load)	\$100.00
Weed Eater/Hedge Trimmer (per hour)	\$40.00
Asphalt Curb Installation - per linear foot	\$15.00
Oakdale Cemetery	
City Resident (per grave space)	\$1,000.00
Out of City Resident (per grave space)	\$2,000.00
Mausoleum Space	\$5,000.00
Temporary Grave Marker Not Installed - Fine ¹	\$100.00
Operation Center Room Rental Rates	
Large Assembly Room (5 p.m. - 10 p.m.)	\$100.00
Railroad Depot Room Rental Rate	
Meeting Room (8 a.m. - 5 p.m.)	\$100.00
Meeting Room (5 p.m. - 10 p.m.)	\$50.00
Park Usage	

Patton Park - Small Pavilion	\$25.00 per half day
Patton Park - Large Pavilion (May through September)	\$50.00 per half day
Patton Park - Field Usage for Organized Groups (per player per season)	\$30.00
Patton Pool	
Daily Admittance Fee (adults)	\$5.00
Daily Admittance Fee (children) (3yrs or younger will be free with adult)	\$4.00
Lap Swim	\$4.00
Paving Cut Repairs	
Mobilization/Base Fee (cuts less than or equal to 25square feet)	\$600.00
Repair fee per square foot, greater than 25 square feet	\$12.00/sqft
Concrete & Sidewalk Mobilization/Base Fee (cuts less than or equal to 25squ	\$600.00
Concrete Curb and Sidewalk Replacement (W&S Cut Repairs per Sq ft over 2	\$25.00 / sqft
PERMITS	
Encroachment Permit Fee (asphalt & concrete cuts)	\$100.00
Encroachment Permit Fee (temporary sidewalk and road closure)	\$50.00
Encroachment Permit Violations - (Per Day) For Unrepaired Encroachments	\$50.00
<i>Note 1: The City requires the installation of a temporary grave marker within 24 hours of a burial. Failure to install a temporary marker identifying the occupant of a grave site results in a \$100.00 fine.</i>	
ENVIRONMENTAL SERVICES	
FEEs	
General	
Sanitation Service Deposit	\$60.00
Small Special Load (collected with pickup truck and city staff)	\$50.00
Medium Special Load (more than one pickup truck load and tipping fees adde	\$100.00
Large Special Loads (tipping fee added to special fee)	\$150.00
Cart Switch Out Fee (large cart to small cart and small cart to large cart)	\$30.00
Televisions/computer monitors - per item	\$30.00
White Goods (washers, dryers, refrigerators, hot water heaters, etc.) - per item	\$25.00
Special Event - Cart Delivery, Pickup, and Material Disposal - per cart fee	\$20.00
Commercial Waste and Recycling	
Commercial Recycling (up to four 65gal. bins, collected once/week)	\$15.00 per bin
Commercial Recycling (up to four 65gal. bins, collected twice/week)	\$30.00 per bin
Commercial Waste (per 96gal. bin)	\$30.00 per bin
Commercial Waste and Recycling (96gal. bin)	\$30.00 per set of bins
Residential Waste and Recycling	
Residential Waste - 32gal.	\$23.00 per bin
Residential Waste, Assisted - 32gal.	\$23.00 per bin
Residential Waste and Recycling - 32gal.	\$23.00 per set of bins
Residential Waste and Recycling, Assisted - 32gal.	\$23.00 per set of bins
Residential Waste - 96gal.	\$25.00 per bin
Residential Waste, Assisted - 96gal.	\$25.00 per bin
Residential Waste and Recycling - 96gal.	\$25.00 per set of bins
Residential Waste and Recycling, Assisted - 96gal.	\$25.00 per set of bins
PENALTIES	
Utility Bill Late Fee: <u>Late Fees shall not be assessed against accounts becoming delinquent during the period of time that the Mayor declared State of Emergency for Hurricane Helene is in effect. Late fees for delinquencies predating the State of Emergency shall continue to be assessed. Delinquencies remaining after the termination of the Mayor declared state of emergency shall be assessed from and after the date of termination of the state of emergency, but shall not be retroactively applied for the period of the state of emergency.</u>	\$10.00 or 5% of past due balance, whichever is greater
Stolen/Damaged Cart Replacement Fee	\$100.00
Illegal Dumping Fee - Offense 1	Warning
Illegal Dumping Fee - Offense 2	\$50.00
Illegal Dumping Fee - Offense 3	\$100.00
Illegal Dumping Fee - Offense 4 (+)	\$150.00
<i>Note: 1 set of bins includes 1 waste and 1 recycling container.</i>	

STORMWATER	
FEE	
Single-Family Residential Stormwater Fee	\$7.00 per month
Multi-Unit Residential Stormwater Fee	\$7.00 per unit, per month
Non-Residential Property Stormwater Fee, per ERU ¹	\$7.00 per month
Non-Residential Property Stormwater Fee Cap ²	\$350.00 per month
OR	
Non-Residential Property Stormwater 50% Credit (if < \$350.00) ²	50% Credit
Stormwater Service Charge Credit Application Fee	\$50.00
Post-Construction Stormwater Management Review Fee	\$500.00
Note 1: 1 Equivalent Residential Unit (ERU) = 3,000sqft.	
Note 2: Non-Residential properties are eligible for either a cap or a credit, not both.	
WATER & SEWER	
WATER	
FEE	
Inside City Limits	
Base Charge by Meter Size	
3/4"	\$10.76
1"	\$13.09
1.5"	\$18.91
2"	\$25.89
3"	\$48.00
4"	\$77.09
6"	\$164.36
8"	\$193.45
Volumetric Charges	
Residential	
0 to 3,000 gallons	\$4.06 per 1000 gallons
3,000 to 6,000 gallons	\$5.41 per 1000 gallons
6,000 to 14,000 gallons	\$6.76 per 1000 gallons
14,000 gallons and greater	\$8.12 per 1000 gallons
Commercial/Industrial	
0 to 40,000 gallons	\$5.41 per 1000 gallons
40,000 to 200,000 gallons	\$5.41 per 1000 gallons
200,000 gallons and greater	\$5.41 per 1000 gallons
Irrigation	
0 to 40,000 gallons	\$10.82 per 1000 gallons
40,000 gallons and greater	\$11.36 per 1000 gallons
Outside City Limits	
Base Charge by Meter Size	
3/4"	\$13.45
1"	\$16.36
1.5"	\$23.63
2"	\$32.36
3"	\$60.00
4"	\$96.36
6"	\$205.45
8"	\$241.82
Volumetric Charges	
Residential	
0 to 3,000 gallons	\$5.07 per 1000 gallons
3,000 to 6,000 gallons	\$6.76 per 1000 gallons
6,000 to 14,000 gallons	\$8.46 per 1000 gallons
14,000 gallons and greater	\$10.15 per 1000 gallons
Commercial/Industrial	
0 to 40,000 gallons	\$6.76 per 1000 gallons
40,000 to 200,000 gallons	\$6.76 per 1000 gallons
200,000 gallons and greater	\$6.76 per 1000 gallons

Irrigation	
0 to 40,000 gallons	\$13.53 per 1000 gallons
40,000 gallons and greater	\$14.21 per 1000 gallons
Wholesale	
Base Charge by Meter Size	
3/4"	\$13.45
1"	\$16.36
1.5"	\$23.63
2"	\$32.36
3"	\$60.00
4"	\$96.36
6"	\$205.45
8"	\$241.82
Volumetric Charges	
Wholesale	
All Usage	\$5.41 per 1000 gallons
Bulk Water	
All Usage	\$10.15 per 1000 gallons
Public Schools	
Base Charge per Account	\$10.76
All Usage	\$5.41 per 1000 gallons
Water System Development Fees (effective January 1, 2025)	
Residential Single-Family Dwelling (per unit, Heated Sq. Ft.)	
<1000 sq ft	\$312.00
1,000 - 1,500 sq ft	\$333.00
1,501 - 2,000 sq ft	\$340.00
2,001 - 2,500 sq ft	\$361.00
2,501 - 3,000 sq ft	\$375.00
3,001 - 3,500 sq ft	\$403.00
3,501 - 4,000 sq ft	\$431.00
4,000+ sq ft	\$498.00
Multi-Family Master Meter (per unit)	\$224.00
Mobile Home Park (per unit)	\$350.00
Non-Residential	
3/4" meter	\$624.00
1" meter	\$1,039.00
1.5" meter	\$2,078.00
2" meter	\$3,325.00
3" meter	\$7,273.00
4" meter	\$13,092.00
6" meter	\$27,016.00
8" meter	\$58,187.00
10" meter	\$87,281.00
Taps & Connections	
Water Main Tap and Service, 3/4" Meter	\$1,625.00
Water Main Tap and Service, 1" Meter	\$1,700.00
Water Main Tap and Service, 1.5" and 2" Meter	Cost
Water Service - Stub Out, 3/4" (install meter box and meter)	\$975.00
Water Service - Stub Out, 1" (install meter box and meter)	\$1,050.00
Water Service - Drop Meter, 3/4" (install meter only)	\$350.00
Water Service - Drop Meter, 1" (install meter only)	\$425.00
Water Service - Drop Meter, >1" (install meter and MXU only)	
1.5" Meter and Set-up	\$1,960.00
2" Meter and Set-up	\$2,125.00
3" Meter and Set-up	\$2,720.00
4" Meter and Set-up	\$4,474.00
6" Meter and Set-up	\$7,500.00
8" Meter and Set-up	\$11,620.00
Irrigation Tee, 3/4" (install meter box and meter)	\$975.00
Irrigation Tee, 1" (install meter box and meter)	\$1,050.00

Water Service and Meter Relocation/Reconnection Charge (Residential Only)		Cost, Not to Exceed New Tap Fee
Meters		
Turn On/Off/Set Meter During Business Hours		\$47.00
Turn On/Off/Set Meter After Business Hours		\$117.50
Test Meter, at customer's request (<1-in.); if meter faulty - No Charge		\$45.00
Test Meter, at customer's request (>1-in.); if meter faulty - No Charge		Cost
Miscellaneous Water Fees		
Hydrant Flow/Pressure Test		\$175.00
Chemical Analysis of Water		Cost
Drill Water Main for Tap		\$650.00
Water System Shutdown for Connection		\$600.00
Fire Hydrant Installation		Cost
Small Meter Box Access Training Program Permit Fee (per Company)	\$75.00 per training	
Small Meter Box Access Key, each		\$20.00
Premise Visit		\$40.00
Water Conservation Incentives Program Rebates		
Customer-Side Shut-Off Valve - Limit one per account		up to \$300.00
Weather-Based Irrigation System Controller - Limit one per account	50% of purchase price or \$200, whichever is less	
Residential High Efficiency Toilet - Limit 2 per account		\$50 per toilet
Commercial High Efficiency Toilet - Limit 4 per account		\$50 per toilet
EnergyStar High Efficiency Dishwasher - Limit one per account		\$75
EnergyStar High Efficiency Washing Machine - Limit one per account		\$100
<i>Note: Limited number of rebates offered annually. *Toilets must be 1.1 gpf or less</i>		
PENALTIES		
<u>Utility Bill Late Fee - Late Fees shall not be assessed against accounts becoming delinquent during the period of time that the Mayoral declared State of Emergency for Hurricane Helene is in effect. Late fees for delinquencies predating the State of Emergency shall continue to be assessed. Delinquencies remaining after the termination of the Mayoral declared state of emergency shall be assessed from and after the date of termination of the state of emergency, but shall not be retroactively applied for the period of the state of emergency.</u>		10.00 or 5% of past due balance, whichever is greater
SEWER		
FEE		
Inside City Limits		
Base Charge by Meter Size		
3/4"		\$12.16
1"		\$14.75
1.5"		\$21.22
2"		\$28.98
3"		\$53.56
4"		\$86.90
6"		\$182.93
8"		\$215.27
Volumetric Charges		
All Usage		\$7.50 per 1000 gallons
Sewer Only-Flat Rate		\$40.66 per month
Outside City Limits		
Base Charge by Meter Size		
3/4"		\$18.24
1"		\$22.13
1.5"		\$31.83
2"		\$43.47
3"		\$80.34
4"		\$128.85
6"		\$274.39
8"		\$322.91
Volumetric Charges		
All Usage		\$11.25 per 1000 gallons
Sewer Only-Flat Rate		\$60.99 per month

Wholesale	
Base Charge by Meter Size	
3/4"	\$18.24
1"	\$22.13
1.5"	\$31.83
2"	\$43.47
3"	\$80.34
4"	\$128.85
6"	\$274.39
8"	\$322.91
Volumetric Charges	
All Usage	\$11.25 per 1000 gallons
Public Schools	
Base Charge per Account	\$12.16
All Usage	\$7.50 per 1000 gallons
MSD Sewer	
Base Charge per Account	See Wholesale Charges
All Usage	\$11.25 per 1000 gallons
Sewer System Development Fees (effective January 1, 2025)	
Residential Single-Family Dwelling (per unit, Heated Sq. Ft.)	
<1000 sq ft	\$512.00
1,000 - 1,500 sq ft	\$547.00
1,501 - 2,000 sq ft	\$558.00
2,001 - 2,500 sq ft	\$593.00
2,501 - 3,000 sq ft	\$616.00
3,001 - 3,500 sq ft	\$663.00
3,501 - 4,000 sq ft	\$708.00
4,000+ sq ft	\$818.00
Multi-Family Master Meter (per unit)	\$367.00
Mobile Home Park (per unit)	\$575.00
Non-Residential	
3/4" meter	\$1,024.00
1" meter	\$1,707.00
1.5" meter	\$3,414.00
2" meter	\$5,463.00
3" meter	\$11,950.00
4" meter	\$21,509.00
6" meter	\$44,384.00
8" meter	\$95,596.00
10" meter	\$143,394.00
Taps and Connections	
4" Gravity Sewer Service Installation	\$1,600.00
6" Gravity Sewer Service Installation	\$2,000.00
8" Gravity Sewer Service Installation	\$2,400.00
Surcharges	
Biochemical Oxygen Demand (BOD), per lb. in excess of 250-mg/l	\$0.31
Total Suspended Solids (TSS), per lb. in excess of 250-mg/l	\$0.19
Ammonia Nitrogen, per lb. in excess of 30-mg/l	\$1.85
Miscellaneous Fees	
Food Services Sewer Connection Application Fee	\$75.00
Septic Tank Waste Disposal, per 1000-gallons	\$60.00
Industrial Pretreatment Program	Cost
GENERAL / OTHER	
Residential Water & Sewer Deposit	
Tier 1 - Based on Credit Risk	\$0.00
Tier 2 - Based on Credit Risk	\$80.00
Tier 3 - Based on Credit Risk	\$120.00
Customer unable to perform utility credit check - Residential	\$240.00
Residential - Rental Water & Sewer Deposit	
Tier 1 - Based on Credit Risk	\$60.00

Tier 2 - Based on Credit Risk	\$80.00
Tier 3 - Based on Credit Risk	\$120.00
Customer unable to perform utility credit check - Residential Rental	\$240.00
Non-Residential Water & Sewer Deposit	
Tier 1 - Based on Credit Risk	\$125.00
Tier 2 - Based on Credit Risk	\$175.00
Tier 3 - Based on Credit Risk	\$250.00
Customer unable to perform utility credit check - Non-Residential	\$500.00
Engineering Review Fees	
Availability Approval Fee	\$100.00
Extension Project Review Fee (water or sewer)	\$400.00
Extension Project Review Fee - Cost per sheet	\$15.00 per sheet
Extension Project Re-submittal fee (second re-submittal)	\$200.00
Extension Project Re-submittal fee (fourth re-submittal)	\$200.00
Extension Project Re-submittal fee (sixth re-submittal)	\$200.00
Water Line Inspections (\$100 min)	\$3.00 per linear foot
Sewer Line Inspections (\$100 min)	\$6.00 per linear foot
Sewer Line CCTV Re-inspection	\$3.00 per linear foot (per re-inspection)
Recording Fees for First UEA, Deed of Dedication, or Easement:	
Up to 15 pages	\$30 per instrument
Each additional page	\$4.10
Subsequent recording fees for UEA, Deed of Dedication, or Easement	\$60 per instrument
Nonstandard document fee	\$26 per nonstandard instrument
Equipment Usage (hourly rates)	
Rubber-Tired Backhoe, Small	\$49.41
Rubber-Tired Backhoe, Large	\$58.73
Excavator, 8,000-lb, <40hp	\$48.97
Excavator, 12,000-lb, 40-89hp	\$96.16
Excavator, 30,000-lb, 90-143hp	\$100.52
Vac Truck	\$95.06
Dump Truck (single-axle), Small	\$55.98
Dump Truck (single-axle), Large	\$74.83
Dump Truck (dual axle)	\$94.94
Dump Truck (tri axle)	\$96.03
Pick-Up Truck	\$16.68
Sewer Jetter/Harben	\$32.81
Camera Truck	\$104.82
Air Compressor	\$20.32
Air Hammer/Pusher	\$1.40
Soil Tamp	\$43.36
PERMITS	
Non-discharge Permit Fee	\$300.00
Septic Tank Waste Disposal Permit	\$75.00
PENALTIES	
Utility Bill Late Fee <u>Late Fees shall not be assessed against accounts becoming delinquent during the period of time that the Mayor declared State of Emergency for Hurricane Helene is in effect. Late fees for delinquencies predating the State of Emergency shall continue to be assessed. Delinquencies remaining after the termination of the Mayor declared state of emergency shall be assessed from and after the date of termination of the state of emergency, but shall not be retroactively applied for the period of the state of emergency.</u>	10.00 or 5% of past due balance, whichever is greater
Failure to Install Backflow Assembly, 1st Notice	\$400.00
Failure to Install Backflow Assembly, 2nd Notice	\$500.00
Failure to Test Backflow Assembly Annually	\$100.00
Failure to Replace/Repair Backflow Assembly	\$500.00
Falsifying Records Regarding the Testing of Backflow Assemblies	\$500.00
Illegal Use of Fire Hydrant	\$500.00 + Damages
*schedule of costs and rates maintained on file with the Utilities Department	

This amended fee schedule, adopted by this Ordinance, is hereby incorporated by reference into Section 8 of the FY Budget Ordinance.

Section II. It is the intention of the city council and it is hereby ordained, that the provisions of Section I shall become and be made part of the FY25 Budget Ordinance.

Section V. Effective Date

This Ordinance shall be effective retroactive to September 26, 2024.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 29th day of October, 2024.

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: Jill Murray, City Clerk **MEETING DATE:** 10/29/2024
AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration
TITLE OF ITEM: Consideration of Amendment to City Council Regular Meeting Agenda

SUGGESTED MOTION(S):

I move that City Council approve the City Council Regular Meeting Agenda as amended.

SUMMARY:

Due to the impact of Hurricane Helene on the City’s Operations Center, the Council meetings for October, November and December need to be moved to the City Hall Meeting Room on the 2nd Floor so the address has been changed. Another proposed change is to cancel the November workshop meeting on November 27th as that is the day before the Thanksgiving holiday.

BUDGET IMPACT: NONE

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

If no, describe how it will be funded. NA

ATTACHMENTS:

NOTICE

City of Hendersonville City Council

160 6th Avenue E., Hendersonville, NC 28792

AMENDED NOTICE OF CITY COUNCIL MEETINGS 2024

The Remaining Regular Meetings of the City of Hendersonville City Council will be held on the **first Thursday** of each month beginning at **5:45 p.m.** in the ~~Assembly Room of the Operation Center located at 305 Williams Street,~~ **2nd Floor Meeting Room inside City Hall located at 160 6th Avenue E., Hendersonville, NC.**

~~January 4, 2024~~

~~February 7, 2024~~

~~March 7, 2024~~

~~April 4, 2024~~

~~May 2, 2024~~

~~June 6, 2024~~

~~July 10, 2024~~

~~August 1, 2024~~

~~September 5, 2024~~

~~October 3, 2024~~

November 7, 2024

December 5, 2024

****Council/Staff Retreat — March 14 - 15, 2024 — Location TBD**

****City Council Budget Workshop — May 3, 2024**

The Remaining Second Monthly Meetings will be held on the **fourth Wednesday** of each month beginning at **4:00 p.m.** in the **2nd Floor Meeting Room inside of City Hall located at 160 6th Avenue E., Hendersonville NC.**

~~January 24, 2024~~

~~February 28, 2024~~

~~March 27, 2024~~

~~April 24, 2024~~

~~May 22, 2024~~

~~June 26, 2024~~

~~July 24, 2024~~

~~August 28, 2024~~

~~September 25, 2024~~

October 23, 2024

November 25, 2024 - Cancelled

December 25, 2024 - Cancelled

Jill Murray
City Clerk

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

Posted 10/30/2024

Published in Times-News 11/01/2024

<https://www.hendersonvillenc.gov>





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Angela Beeker, City Attorney **MEETING DATE:** 10/29/2024
AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Legal
TITLE OF ITEM: Ratification of Contracts Entered for Helene – *Angela Beeker, City Attorney*

SUGGESTED MOTION(S):

I move that City Council approve and ratify the contracts and agreements as presented by the City Manager or City Attorney

SUMMARY:

City staff continues to move forward with recovery activities following Hurricane Helene. This agenda item will serve as a placeholder for contracts or agreements that may be necessary to expedite recovery efforts. Staff is committed to providing as much advance notice to City Council and the public as possible on these items.

City Council is asked to ratify the following contracts or agreements:

1. NCDOT Disaster Related Debris Removal Agreement
2. Interlocal Agreement for Debris Removal

BUDGET IMPACT: \$ TBD

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

If no, describe how it will be funded. EnterTextHere

ATTACHMENTS:

1. NCDOT Disaster Related Debris Removal Agreement
2. Interlocal Agreement for Debris Removal

**NO FUNDING
DISASTER RELATED DEBRIS REMOVAL AGREEMENT
AGREEMENT ID # 13041**

AGREEMENT OVERVIEW

NORTH CAROLINA
HENDERSON COUNTY

DATE: 10/7/2024

PARTIES TO THE AGREEMENT:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

AND

CITY OF HENDERSONVILLE

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT ("Project"): Removal and disposal of disaster related debris on all released State Routes.

EFFECTIVE DATES OF AGREEMENT:

START: Upon full execution of this agreement

END: Five (5) years from the date of execution

This special **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the **City of Hendersonville**, hereinafter referred to as the **Local Government**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

**NO FUNDING
DISASTER RELATED DEBRIS REMOVAL AGREEMENT
AGREEMENT ID # 13041**

WHEREAS, this Agreement is made between the **Department** and the **Local Government** for the emergency removal of disaster related debris during a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to the North Carolina General Statutes, Chapter 14, and Chapter 166A; and,

WHEREAS, during a declared State of Disaster or Imminent Threat of Disaster which implements the North Carolina Emergency Operations Plan, hereinafter referred to as “the NCEOP”, the **Department** may be called upon to perform certain functions, including the removal of debris from the right of way of public roads and streets, pursuant to the NCEOP; and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, herein referred to as the “Stafford Act”, as it relates to this Agreement; and,

WHEREAS, in certain instances, the Moving Ahead for Progress in the 21st Century Act, hereinafter referred to as “MAP-21,” allows the Federal Emergency Management Agency, hereinafter referred to as “FEMA,” to reimburse for debris removal on Federal Highway Administration, hereinafter referred to as “FHWA,” routes; and,

WHEREAS, the **Local Government** has requested and the **Department** is in agreement that it be allowed the opportunity and responsibility to perform certain **Department** functions as set forth in the NCEOP, in order to assure that its citizens are served and protected; and,

WHEREAS, the **Parties** have conferred as to the best methods and practices to allow the **Local Government** to assume these responsibilities.

NOW, THEREFORE, the **Parties** hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant, and agree, each with the other, as follows:

I. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

A. STATE ROUTES

“State Routes” shall mean those roads maintained by the Department on the National Highway System, including US and NC Routes and Secondary Routes that are identified by a four-digit State Route (SR) number.

B. DISASTER RELATED DEBRIS

“Disaster related debris” shall be such debris for which removal costs are considered eligible for reimbursement by FEMA during a particular State of Disaster, Imminent Threat of Disaster or State of Emergency.

II. DESCRIPTION OF WORK

**NO FUNDING
DISASTER RELATED DEBRIS REMOVAL AGREEMENT
AGREEMENT ID # 13041**

A. REMOVAL OF DEBRIS

The **Local Government** shall remove and dispose of disaster related debris on all released State Routes. In so doing, the **Local Government** shall comply with all State and Federal policies, guidance, and requirements regarding procurement, storm debris removal, monitoring and disposal including landfill quantity calculations and site disposal costs.

B. EXECUTION OF WORK

The **Local Government** shall remove all disaster related debris even if such removal requires multiple passes on a particular route and shall continue until the mutually agreed upon completion date. All work pursuant to this Agreement shall be completed to the satisfaction of the **Department's** Division Engineer of the Transportation Division in which **Local Government** is located. The Division Engineer's decision as to the completeness of the work shall be final.

III. TIME FRAME

A. DURATION OF AGREEMENT

This Agreement shall remain in effect for five (5) years from the date of execution included herein. This Agreement may be extended for two (2) additional years, contingent upon the availability of funds, if mutually agreed upon in writing by the **Parties**. On behalf of the **Local Government**, extensions may be authorized and executed by the official as designated without further resolution of the **Local Government**.

B. COMPLETION DATE

All work pursuant to this Agreement shall be completed by a date mutually agreed to by the Division of Emergency Management (DEM), FEMA, the **Department** and **Local Government**.

IV. REIMBURSEMENT FOR ELIGIBLE COSTS

The **Local Government** shall apply directly to FEMA for reimbursement of eligible debris removal costs in accordance with the rules, regulations and procedures of those agencies for such debris removal at that time. Any reimbursement must be governed by the current rules, regulations, and procedures of those agencies for the specific State of Disaster, Imminent Threat of Disaster or State of Emergency, and the **Department** shall not be responsible for any portion of reimbursement costs whatsoever to **Local Government**.

**NO FUNDING
DISASTER RELATED DEBRIS REMOVAL AGREEMENT
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V. PROCEDURES FOR REMOVAL OF DISASTER RELATED DEBRIS

A. REQUEST RELEASE OF STATE SYSTEM ROADS

During a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes and upon a determination by the **Parties** that is desirable that **Local Government** be responsible for removal of debris from the right of way of State Routes, the **Local Government** shall submit a completed Request Release of State System Roads, Form SSR-01, (see Appendix A) to the **Department's** Division Engineer. This request, if approved, will release the identified State Routes to the **Local Government** for disaster related debris removal.

B. DEPARTMENT APPROVAL

The **Department** will review the **Local Government's** Request Release of State System Roads, Form SSR-01 (attached as Appendix A) and respond in writing indicating whether the **Department** has approved or denied the request from the **Local Government** for removal of disaster related debris under the terms of this Agreement. If approved, this action will be considered the **Local Government's** "Notice to Proceed" with the work.

C. COMPLIANCE WITH DEPARTMENT RULES

When the **Local Government** is approved for the removal of disaster related debris on State Routes under the terms of this Agreement, the **Local Government** will be responsible for complying with all **Department** rules, regulations and procedures including, but not limited to, safety, insurance, and traffic control in accordance with the Manual on Uniform Traffic Control Devices when undertaking the work.

D. WRITTEN REPORT

The **Local Government** shall provide a written report to the **Department's** Division Engineer that includes a detailed description and quantities of the work accomplished for each Notice to Proceed issued by the **Department** within sixty (60) days of the completion of the work.

E. RESPONSIBILITY FOR DAMAGES

The **Local Government** shall be responsible for repair of any damages to the state-maintained rights of way, which may be caused by debris removal operations undertaken pursuant to this Agreement. All repairs shall be completed to the satisfaction of the **Department's** Division Engineer of the Transportation Division in which the **Local Government** is located. The Division Engineer's decision as to the completeness of the work shall be final.

**NO FUNDING
DISASTER RELATED DEBRIS REMOVAL AGREEMENT
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VI. STANDARD PROVISIONS

A. TERMINATION OF AGREEMENT

This Agreement may be terminated by either **Party** upon submission of a thirty (30) day advance written notice of termination to the other **Party**, except in instances where there is active debris removal. In these instances where active debris removal is ongoing, the termination will be effective no sooner than thirty (30) days after the completion of all active debris removal already underway.

B. CERTIFICATION OF COMPLIANCE

The **Local Government** shall certify to the **Department** compliance with all State laws and regulations and ordinances that are applicable to the **Local Government** in connection with the work included in this Agreement and shall indemnify the **Department** against any fines, assessments or other penalties resulting from noncompliance by the Agency or any **Local Government** performing work included in this Agreement under contract with the **Local Government**.

C. CONFLICT OF INTEREST POLICY

In compliance with state policy, the **Local Government** shall have a Conflict of Interest Policy for its employees, in addition to the statutory conflict of interest restrictions applicable to its directors.

D. COMPLIANCE WITH EXISTING LAW

In no way shall it be construed or implied that either the **Department** or the **Local Government** is by this Agreement intending to abrogate its obligation and duty to comply with the regulations promulgated under Federal and state law.

E. AGREEMENT MODIFICATIONS

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

F. ASSIGNMENT OF RESPONSIBILITIES

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

G. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

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H. OTHER AGREEMENTS

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

I. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

J. FACSIMILE

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

K. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

L. DEBARMENT POLICY

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

M. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Local Government** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall

**NO FUNDING
DISASTER RELATED DEBRIS REMOVAL AGREEMENT
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not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Local Government's** negligence and/or responsibilities under the terms of this agreement.

N. AVAILABILITY OF FUNDS

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

O. DOCUSIGN

The **Department** and **Local Government** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or **Local Government**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and **Local Government** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes the **Department's** signature as if actually signed by the **Department** in writing or **Local Government's** signature as if actually signed by **Local Government** in writing. The **Department** and **Local Government** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and **Local Government** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

P. GIFT BAN

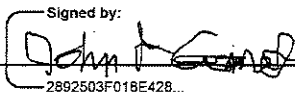
By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

**NO FUNDING
DISASTER RELATED DEBRIS REMOVAL AGREEMENT
AGREEMENT ID # 13041**

SIGNATURE PAGE

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

(DOCUSIGN ONLY)

Authorized Signer: 
Signed by:
2892503F018E428...

Print Name: John Connet

Title: City Manager

Date Signed: 10/15/2024

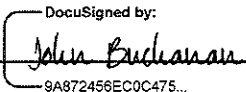
If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

CITY OF HENDERSONVILLE

FED TAX ID NO: 56-6001242

REMITTANCE ADDRESS:

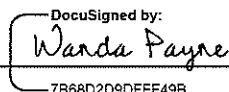
160 6th Avenue
Hendersonville, NC 28792

Finance Officer: 
DocuSigned by:
9A872456EC0C475...

Print Name: John Buchanan

Date Signed: 10/15/2024

DEPARTMENT OF TRANSPORTATION

BY: 
DocuSigned by:
7B68D2D9DFFF49B...

TITLE: Division Engineer

DATE: 10/15/2024

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 11/7/2024 (DATE)

**NO FUNDING
DISASTER RELATED DEBRIS REMOVAL AGREEMENT
AGREEMENT ID # 13041**

SIGNATURE PAGE

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

(INK SIGNATURES ONLY)

ATTEST:	Authorized Signer: _____
BY: _____	Print Name: _____
TITLE: _____	Title: _____
	Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

CITY OF HENDERSONVILLE

FED TAX ID NO: 56-6001242

REMITTANCE ADDRESS:

160 6th Avenue
Hendersonville, NC 28792

Finance Officer: _____
Print Name: _____
Date Signed: _____

DEPARTMENT OF TRANSPORTATION (DocuSign)

BY: _____
TITLE: _____
DATE: _____

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

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

DISASTER DEBRIS INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this the _____ day of _____, 2024, by and between the City of Hendersonville, a North Carolina municipal corporation, hereinafter "City," and the Henderson County, a North Carolina body politic and corporate, hereinafter "County,"

WITNESSETH:

THAT WHEREAS, that due to the effects of Hurricane Helene, the State of North Carolina has declared Henderson County a natural disaster area, making Henderson County and the municipalities within Henderson County eligible for Federal and/or state disaster relief, including funds for the cleanup of debris; and

WHEREAS, that storm related debris cleanup is a critical component of the disaster recovery process; and

WHEREAS, in order to achieve the orderly and efficient cleanup of debris, it is appropriate for the County to coordinate the storm related debris collection effort County-wide, including within the City of Hendersonville corporate limits; and

WHEREAS, the County has activated prepositioned State contracts with Southern Disaster Recovery, LLC for debris removal and DebrisTech, LLC for monitoring the debris removal for County-wide debris removal; and

WHEREAS, the City wishes to formalize its participation in the above referenced prepositioned State contracts; and

WHEREAS, the City is entering into a Memorandum of Agreement with the North Carolina Department of Transportation that provides for debris removal within NCDOT rights-of-way in the City of Hendersonville and the City wishes to contract with the County to remove this debris on the City's behalf; and

WHEREAS, the parties are authorized by G.S. § 160A-461 to enter this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained hereinbelow, the parties agree as follows:

1. The County shall collect and dispose of: all vegetative debris, construction and demolition debris, white goods, yard and household items damaged by the storm, and all other storm related debris (hereinafter collectively "Storm Related Debris") on all City streets and NCDOT owned and/or maintained streets within the corporate limits of the City of Hendersonville.
 - a. Collection and disposal shall occur on an ongoing basis, at an interval determined to be reasonable by the County, during the Term of this Agreement.
 - b. The County shall perform all inspection/monitoring/and recording keeping necessary for disaster relief funding associated with the collection of Storm Related Debris under this Agreement.
2. The City herewith grants jurisdiction to Henderson County for the limited purpose of performing the County's obligations under this Agreement.

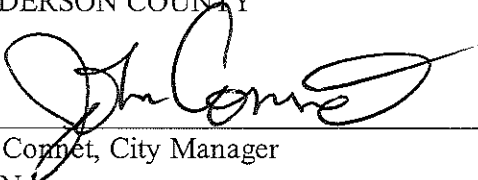
3. The County is responsible for compliance with any and all state and federal regulations and laws required to seek reimbursement for services rendered hereunder from FEMA or the State of North Carolina.
4. This Agreement shall commence upon execution by all of the parties hereto, and shall continue for a Term of 180 days, unless sooner terminated as provided herein.
5. Each party agrees to indemnify and hold harmless the other party for any claims of damage, loss, injury, or any other legal, judicial, or administrative claims arising out of or resulting from the indemnifying party's acts or omissions.
6. If any provisions of this Agreement are held, for any reason, to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provisions.
7. This instrument contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.
8. This Agreement may be amended or terminated prior to its expiration by a subsequent agreement entered into by the City and the County.
9. This Agreement may be executed in duplicate, each to have the force and effect of an original.

*[The remainder of this page intentionally left blank.
Signatures appear on the following page.]*

In witness whereof, the parties have set their hand and seal.

HENDERSON COUNTY

THE CITY OF HENDERSONVILLE

BY: 
John Cornet, City Manager
Print Name:

BY: _____

Title:

RATIFIED BY ACTION OF:

BOARD OF COUNTY COMMISSIONERS

CITY OF HENDERSONVILLE CITY COUNCIL

BY: _____
Chairman

BY: _____
Mayor

Attest:

Attest:

Clerk to the Board of Commissioners

City Clerk

(County Seal)

(City Seal)



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 10/29/2024

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration

TITLE OF ITEM: Consideration of Amendments to City Policies as Necessary to Support Hurricane Helene Recovery Item Title As It Appears On The Agenda – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that City Council approve and ratify the amendments to City policies as presented by the City Manager or City Attorney

SUMMARY:

City staff continues to move forward with recovery activities following Hurricane Helene. This agenda item will serve as a placeholder for last minute policy revisions that may be necessary to expedite recovery efforts. Staff is committed to providing as much advance notice to City Council and the public as possible on these items.

Since the last meeting of City Council, the following administrative policy amendments were put into place. City Council is asked to ratify these policy amendments:

1. Administrative Policy Amendment – Discontinue Overtime for Exempt Employees during Helene
2. Leak Adjustment Policy

BUDGET IMPACT: \$ TBD

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

If no, describe how it will be funded. EnterTextHere

ATTACHMENTS:

1. Leak Adjustment Policy
2. Administrative Policy Amendment – Discontinue Overtime for Exempt Employees during Helene

Preamble. On October 3, 2024, the Hendersonville City Council adopted a resolution to provide for amendments to certain administrative policies during federally, state and locally declared states of emergency.

Leak Adjustment Policy

- General
 - o Amendments herein to the City of Hendersonville Leak Adjustment Policy are only applicable for leaks that were caused directly by Hurricane Helene at the sole discretion of the City.
- Amendment to Section 1
 - o Leak adjustments for leaks caused directly by Hurricane Helene do not count towards the customer's one leak per 36-month limit.
- Amendment to Section 3
 - o Leak adjustments for leaks caused directly by Hurricane Helene may exceed \$1,000.
- Amendment to Section 4
 - o Customers are not required to submit a Leak Adjustment Request if City staff have previously determined that a leak was caused directly by Hurricane Helene. Leaks previously determined by City staff to be caused directly by Hurricane Helene will be adjusted prior to billing.
 - o Customers may submit a Leak Adjustment Request for leaks caused directly by Hurricane Helene before February 1, 2025.



John Connet, City Manager







LeakAdjustmentAmendments-HurricaneHelene

Final Audit Report

2024-10-23

Created:	2024-10-22
By:	Adam Steurer (aasteurer@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa-nFuzNp-eX-S-Jb4g0GJUxj3wZcCmTq

"LeakAdjustmentAmendments-HurricaneHelene" History

-  Document created by Adam Steurer (aasteurer@gmail.com)
2024-10-22 - 2:02:21 PM GMT
-  Document emailed to John Connet (jconnet@hvlnc.gov) for signature
2024-10-22 - 2:02:24 PM GMT
-  Email viewed by John Connet (jconnet@hvlnc.gov)
2024-10-22 - 6:39:35 PM GMT
-  Email viewed by John Connet (jconnet@hvlnc.gov)
2024-10-23 - 3:35:04 PM GMT
-  Document e-signed by John Connet (jconnet@hvlnc.gov)
Signature Date: 2024-10-23 - 4:01:47 PM GMT - Time Source: server
-  Agreement completed.
2024-10-23 - 4:01:47 PM GMT



Administrative Policy Amendment

A State of Emergency was declared by Mayor Barbara Volk on September 26, 2024 due to the devastating impacts of Hurricane Helene. It is anticipated that this declaration will be in effect will be in effect for a continued period of time due to the severe and unusual circumstances and devastation of Helene's aftermath. Therefore, pursuant to the authority granted to me as City Manager by Section 13-6) of the City of Hendersonville Personnel Policy, I hereby adopt the following administrative policy amendment, to be specific to the Hurricane Helene event, and accompanying Declaration of the State of Emergency:

Beginning Saturday, October 19, 2024, exempt employees will no longer be compensated at a rate of one and one half (1 ½) hours for hours worked above their normal pay period.

This shall be an amendment to the Inclement Weather Policy and the Personnel Policy, to be in effect for so long as the State of Emergency Declaration for Hurricane Helene is in effect

Adopted this 18th day of October, 2024.

John Connet, City Manager



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 10/29/2024
AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration
TITLE OF ITEM: City Manager Hurricane Helene Report Updates – *John Connet, City Manager*

SUGGESTED MOTION(S):

NA

SUMMARY:

City staff continues to move forward with recovery activities following Hurricane Helene. The City Manager will provide a report regarding these activities at all City Council meetings for the foreseeable future.

BUDGET IMPACT: \$ TBD

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

If no, describe how it will be funded. EnterTextHere

ATTACHMENTS:

TBD



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet

MEETING DATE: 10/29/24

AGENDA SECTION: CLOSED SESSION

DEPARTMENT: Administration

TITLE OF ITEM: Closed Session – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that City Council enter closed session pursuant to NCGS § 143-318.11 (a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

SUMMARY:

City staff is requesting a closed session to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

BUDGET IMPACT: \$ TBD

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

If no, describe how it will be funded. NA

ATTACHMENTS:

None