

CITY OF HENDERSONVILLE CITY COUNCIL REGULAR MEETING

Operations Center - Assembly Room | 305 Williams St. | Hendersonville NC 28792

Thursday, June 03, 2021 – 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.*
 - <u>A.</u> Adoption of City Council Minutes *Angela Reece, City Clerk*
 - B. Budget Amendments June 2021 Adam Murr, Sr. Analyst
 - C. Special Event: July Fourth Festival and Fireworks *Lew Holloway, Community Development Director*
 - D. Technology Strategic Plan Brian Pahle, Assistant City Manager
 - E. Grant Funding for American Rescue Plan Adam Murr, Sr. Analyst
 - F. Grant Project Ordinance for the American Rescue Plan Project Adam Murr, Sr. Analyst
 - <u>G.</u> Fleetwood Infrastructure Improvement Project Ordinance Brian Pahle, Assistant City Manager
 - H. Laurel Park Automated Meter Infrastructure Project Brian Pahle, Assistant City Manager
 - I. FS#1 RFQ Construction Manager At Risk Selection Adam Murr, Sr. Analyst
 - <u>J.</u> Street Closure: A portion of right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to PIN 9568-86-855. Resolution of Intent (P21-32-SCL) *Matthew Manley, Planning Manager*
 - K. Utility Extension Agreement for the Arcadia Views Development Brent Detwiler, City Engineer
 - L. Clear Creek Greenway (BL-0008) NCDOT Grant Agreement, Brent Detwiler, City Engineer
 - M. Northside Water Improvements Engineering Amendment 2 Brent Detwiler, City Engineer

- N. Application for a NCDOT Comprehensive Pedestrian Planning Grant, Brent Detwiler, City Engineer
- O. Utility Extension Agreement for the Barksdale Avenue Subdivision Development Brent Detwiler, City Engineer
- P. Mud Creek Dump Additional Assessment Activities, Brent Detwiler, City Engineer
- Q. Adoption of an Ordinance Amending Chapter 18 Cemeteries of the City Code John Connet, City Manager, Angie Beeker, City Attorney and Tom Wooten, Public Works Director
- R. An Ordinance to Amend Chapter 52 of the Code of Ordinances for the City of Hendersonville to Add a New Section 52-96, Special Assessments *Drew Finley, Lead for NC Fellow*
- <u>S.</u> Resolution Adopting Utility Assessment Policy & Procedure *Drew Finley, Lead for NC Fellow*
- <u>T.</u> Settlement of Delinquent Taxes & Arrangements for Collection John Buchanan, Finance Director
- <u>U.</u> Resolution Approving Title VI Plan *Angela Reece, City Clerk*

6. PRESENTATIONS

- <u>A.</u> Juneteenth Proclamation
- <u>B.</u> Resolution to Recognize Distinguished Service to the City of Hendersonville and Awarding of Service Side Arm and Badge *Blair Myhand, Chief*

7. PUBLIC HEARINGS

- <u>A.</u> Budget Adoption FY21-22 *John Connet, City Manager*
- <u>B.</u> Annexation Public Hearing: Interfaith Assistance Ministry (P21-26-ANX) *Lew Holloway, Community Development Director*
- <u>C.</u> Annexation Public Hearing: Oak Preserve (P21-12-ANX) Lew Holloway, Community Development Director
- D. Conditional Zoning District Oak Preserve (P21-11-CZD) Matthew Manley, AICP Planning Manager

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- <u>A.</u> Resolution Approving the City of Hendersonville Core Values and Beliefs *John Connet, City Manager*
- <u>B.</u> Resolution Approving Diversity and Inclusion Advisory Committee Charter and Rules of Procedure *John Connet, City Manager*

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- C. Joint Resolution by the Hendersonville City Council and Henderson County Board of Education to Enter into an Agreement Exchanging Certain Properties *John Connet, City Manager*
- D. Stormwater Utility Ordinance & Credit Policy Michael Huffman, Stormwater Administrator
- E. Resolution of the City of Hendersonville City Council to Establish a No Parking Zone on the South Side of Woodcock Avenue *Blair Myhand, Chief of Police*

10. CITY COUNCIL COMMENTS

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

<u>A.</u> Cash & Investment Report – John Buchanan, Finance Director

12. BOARDS/COMMISSIONS/COMMITTEE APPOINTMENTS

A. Board & Commission Appointments – Angela L. Reece, City Clerk

13. CLOSED SESSION

A. Closed Session pursuant to NCGS § 143-318.11(a) (1) (3) (6) – John Connet, City Manager

14. ADJOURN

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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Angela Reece

MEETING DATE: June 3, 2021

AGENDA SECTION: CONSENT

DEPARTMENT: Administration

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

SUGGESTED MOTION(S):

I move that City Council adopt the minutes of the April 28, 2021 Second Monthly Meeting, May 6, 2021 Regular Meeting, and May 7, 2021 Budget Workshop Meeting as presented [or as amended].

SUMMARY:

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

- i. April 28, 2021 Second Monthly Meeting
- ii. May 6, 2021 Regular Meeting
- iii. May 7, 2021 Budget Workshop

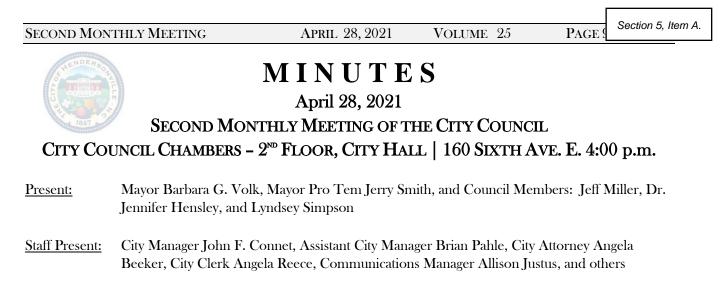
BUDGET IMPACT: \$0

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

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

ATTACHMENTS:

- i. April 28, 2021 Second Monthly Meeting (DRAFT)
- ii. May 6, 2021 Regular Meeting (DRAFT)
- iii. May 7, 2021 Budget Workshop Meeting (DRAFT)



1. CALL TO ORDER

Mayor Volk called the meeting to order at 4:02 p.m. and welcomed those in attendance. A quorum was established with all members in attendance.

2. <u>PRESENTATIONS</u>

A. Discussion Regarding Bronze Statute Placement on Main Street - Barbara G. Volk, Mayor

Mayor Barbara G. Volk updated City Council regarding placement of bronze statutes on Main Street referring to requests received by Mayor J. Carey O'Cain from the late Tom Orr. Mayor Volk sated the matter was referred to the Downtown Committee who are looking at a policy regarding public art placement on Mainstreet. Mayor Volk stated Mayor O'Cain was in agreement with the suggestion.

B. Budget Clarification - Special Appropriations- Brian Pahle, Assistant City Manager

City Manager John Connet recommend removing the special appropriation process from the FY 21-21 Budget process and proposed consideration of non-profit funding requests during the month of July to allow staff to fully understand the requirements of the American Recovery Plan (ARP) funds which are being allocated to municipalities. Manager Connet proposed creating a special process to vet applications utilizing City Council Goals, Objectives, and Core Values as criteria to judge funding a request. Manager Connet clarified the ARP funding must be spent by December 31, 2024 and asked for feedback from City Council. Council Members agreed with staff suggestions and agreed to hold a special meeting on July 14th at 4:00 p.m. in the City Operations Center located at 305 Williams St. to discuss special appropriations.

C. Stormwater Utility Ordinance & Policy – Michael Huffman, Stormwater Administrator

Stormwater Administrator Mike Huffman presented and discussed the proposed Stormwater Utility Ordinance including fee structures and exemptions. Mr. Huffman clarified responsibilities for maintaining infrastructure outside of the City's right of way and discussed specific instances in which this may be warranted where stormwater runoff leaves City right of way and flows onto private property. City Attorney Angela Beeker clarified funding for the drainage assistance program is only available to the extent that it is budgeted. Mr. Huffman presented and discussed the proposed Stormwater Management Utility Service Charges and Credit Policy which outlines guidelines for eligibility and credits. Mr. Huffman stated if a nonresidential property has a stormwater control mechanism that is maintained and functioning properly, they may receive a 50% credit on their stormwater service charge per month. Mr. Huffman clarified that property owners must apply to receive this credit Council Member Dr. Jennifer Hensley proposed having the \$50.00 application fee to be credited toward the applicants next monthly stormwater service charge if approved. City Council members agreed and directed staff to amend the proposed policy to reflect this.

Mr. Huffman further discussed the proposed Stormwater Service Charge Fee Schedule as outlined below. City Attorney Angela Beeker clarified this schedule would be included in the annual fee schedule as adopted within the Budget Ordinance.

SECOND MONTHLY MEETING APRIL	L 28, 2021 VOLUME 25 PAGE Section	n 5, Item A
Property Type	Stormwater Service Charge	
Residential unit: detached single-family house, duplex, or a manufactured home or mobile home located on an individual lot or parcel of land rather than in a manufactured home park.	1 ERU (\$5.00) per month	
Other residential uses: , land upon which there are residential structures that contain more than two units, such as triplexes, townhouses, condominiums, apartments, boardinghouses	1 ERU (\$5.00) per dwelling unit per month	
Non-Residential: including but not limited to churches; institutional buildings, whether public or private; commercial, office, and industrial buildings, including associated land containing improvements under construction or impervious surfaces that are not structures such as parking lots, private streets and driveways	1 ERU per 3000 SF Impervious area per month	
Сар	Stormwater service charges shall be capped at a \$250.00 per month for all non-residential parcels	
Credit	Non-residential parcels with permitted stormwater control measures that are being properly maintained to ensure long term operation are eligible for a 50% reduction in monthly stormwater service charges.	
	*A Stormwater Service Charge Credit Application must be submitted to the Stormwater Administrator to receive a credit on monthly stormwater service charges.	
	** NOTE: Property owners are eligible for EITHER a cap or credit, NOT both the cap and credit.	
Stormwater Service Charge Credit Application Fee	\$50 per parcel * fee will be credited to applicants next monthly stormwater charge.	

City Council Member Jeff Miller addressed citizen concerns regarding implementation of the ordinance and clarified much discussion has taken place with stakeholders and said he wanted to remind everyone this is a state mandated requirement.

City Attorney Beeker reminded everyone there will be a public hearing on this matter to coincide with the Budget adoption at the June 3, 2021 meeting.

D. Presentation of Draft Technology Plan – Brian Pahle, Assistant City Manager

Assistant City Manager Brian Pahle presented and discussed the proposed Information Technology (IT) Strategic Plan to City Council stating the plan is a proposal for how the City will move forward in the next three years. Assistant Manager Pahle stated IT is important and is affecting our services and performance. Assistant Manager Pahle discussed the history of IT in the City recalling how it was initially an in-house operation which migrated over time to a managed services approach and said the future goal identified by the team was that improvement of technology would benefit the citizens as well as the City. Assistant Manager Pahle stated there was much discussion of how IT affects the citizens and their interactions with the City and services. Manager Pahle stated the Technology Team consisted of 17 members with different backgrounds and skill sets and said the Team identified the following Vision Statement which incorporates City Council Goals:

The City of Hendersonville leverages smart, strong, secure, integrative, and innovative technology to make informed and transparent decisions, increase citizen engagement, empower its staff, and improve ease and reliability of service delivery.

Assistant Manager Pahle discussed the strategic focus area priorities and the need for a safe and resilient IT System and said staff training is a critical component. Assistant Manager Pahle discussed

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SECOND MONTHLY MEETING	April 28, 2021	VOLUME 25	PAGE 9	Section 5, Item A.
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hiring additional IT positions including an in-house IT Director and Application and Database Managers while continuing to utilize VC3 to provide a strong infrastructure and other critical resources. Assistant Manager Pahle discussed providing options for community engagement recalling the recent fiber buildout completion and stated the City has taken a lead in providing better access to broadband for citizens.

Assistant Manager Pahle clarified the focus areas were part of a coordinated approach to full implementation of this plan over a three-year period and said an IT Director Position was not requested in the FY21-22 Budget. City Council Member Jerry Smith stated he feels like waiting to implement an IT Director may not be prudent and said he feels like this is a form of protection and stated he feels the City Council owes this to the Citizens to protect its assets. Council Member Dr. Jennifer Hensley stated she would like to talk about having an IT Director during the budget workshops. Council Member Jeff Miller stated he supports the plan but would like to see optimization of the plan and what it will look like with workgroup recommendations.

City Manager John Connet stated the key point to having an IT Director is the position serving as an in-house liaison between staff, City Council and VC3, who will identify IT needs, evaluate software options, and assist with coordinating efforts within the organization. Manager Connet agreed with Council Member Miller and stated this position is a significant need but is not mission critical at this time and suggested taking the next year to prepare a job description and budget for it as this is something that would be hard to implement by July 1st. Council Members agreed with the City Manager's recommendation.

3. ADJOURN

There being no further discussion, the meeting was adjourned at 5:13 p.m. upon unanimous assent of the Council.

ATTEST:

Barbara G. Volk, Mayor

Angela L. Reece, City Clerk

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MINUTES

May 6, 2021

REGULAR MEETING OF THE CITY COUNCIL

CITY COUNCIL CHAMBERS – 2ND FLOOR, CITY HALL | 160 SIXTH AVE. E. 5:45 p.m.

- Present:Mayor Barbara G. Volk, Mayor Pro Tem Jerry Smith and Council Members: Jeff Miller,
Dr. Jennifer Hensley and Lyndsey Simpson
- Staff Present:City Manager John F. Connet, Assistant City Manager Brian Pahle, City Attorney Angela
Beeker, City Clerk Angela Reece, Communications Manager Allison Justus, and others

1. CALL TO ORDER

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

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

Katie Breckheimer of 1393 Macedonia Rd. Saluda addressed City Council in support of Working to Be Plastic Free, a voluntary effort to encourage less plastic use by city restaurants and merchants.

Tim Robinson of 38 Ivy Brook Ln. addressed City Council asking for consideration of a waiver of garbage sewer billing fees.

4. <u>CONSIDERATION OF AGENDA</u>

Council Member Jeff Miller moved that City Council approve the agenda as amended, moving item 7A, Continuation for Discussion: Conditional Rezoning: Neal Lechtner Mini Warehouses (P21-08-CZD) to become item 8A. A unanimous vote of the Council Member followed. Motion carried.

5. CONSENT AGENDA

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

I move that City Council adopt the minutes of the March 4 and 24, 2021 Regular Meeting, March 24, 2021 Second Monthly Meeting, and April 1, 2021 Regular Meeting as amended including the correction to the April 1, 2021 Regular as amended with the following:

Council Members agreed to continue the<u>is public hearing</u> <u>discussion</u> to their next regular meeting on May 6, 2021.

B. Budget Amendments: March FY20-21 – Adam Murr, Senior Analyst

I move that City Council approve budget amendments 05062021-02 and 05062021-03, as presented.

C. Henderson County Tax Adjustments - Jennifer Musselwhite, Deputy Tax Collector

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.

D. Purchase Approval of IT Items for New PD and Budget Amendment – Brian Pahle, Assistant City Manager

I move to approve sole source pricing for VC3 network upgrades for the new police departments IT needs in the amount of \$18,090.00, as approved by the USDA. I further move to approve budget amendment 05062021-01 as presented.

E. Governor's Crime Commission Technology and Rescue Grant Sole Source Purchases – *Blair Myhand, Chief of Police*

I move that City Council approve the Governor's Crime Commission Grant Sole Source requests and approve the associated Sole Source purchases in the amount of \$15,806.00 to Axon Enterprises for the purchase of tasers/equipment, \$4,274.20 to Kimball Communications for radios and equipment, and \$4,870.63 to IFak for equipment related to rescue essentials, pursuant to the City of Hendersonville Uniform Guidance Procurement Policy.

F. Special Event: Lupus Awareness Event – Lew Holloway, Community Development Director

I move that City Council approve the special event permit for the Lupus Awareness Event as presented.

G. Rental Agreement with Girl Scouts Carolinas Peaks to Piedmont Council for Use of Specific Areas of the Whitmire Center – John F. Connet, City Manager

I move that the City Council approve the attached resolution authorizing the Public Works Director execute a rental agreement with the Girls Scouts Carolina Peaks to Piedmont Council for use of specific area of the Whitmire Center.

Resolution #R-21-23

OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO ENTER INTO RENTAL AGREEMENT WITH GIRL SCOUTS CAROLINAS PEAKS TO PIEDMONT COUNCIL

WHEREAS, the Girl Scouts Carolinas Peaks to Piedmont supervise several Girl Scout Troops in Henderson County; and

WHEREAS, these troops help their events and meetings at the Girl Scout Building in Edwards Park; and

WHEREAS, the building has fallen into disrepair and the City of Hendersonville in negotiating the acquisition of Edwards Park for recreational facilities; and

WHEREAS, the Whitmire Center has adequate space for the Girl Scouts to meet and hold events.

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

- 1. The Facility Use Agreement with the Girl Scouts Carolinas Peaks to Piedmont Council for use of specific areas of the Whitmire Center and certain areas of Edwards Park if purchased by the City is approved as presented; however, the City Manager, in consultation with the City Attorney, shall have the authority to approve changes to the Agreement, except as to pricing and Agreement term.
- 2. The Public Works Director or designee is authorized to execute the Facility Use Agreement and serve as primary contact and arbitrator for all groups utilizing the Whitmire Center.

Adopted by the City Council of the City of Hendersonville, North Carolina this this 6th day of May 2021.

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

H. Environmental Services to Support the Mud Creek Interceptor Replacement Project – *Adam Steurer, Utilities Engineer*

I move that City Council adopt the Resolution by The City Of Hendersonville City Council To Authorize The City Manager To Enter Into A Contract For Environmental Services To Support The Mud Creek Interceptor Replacement.

Resolution #R-21-24

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR ENVIRONMENTAL SERVICES TO SUPPORT THE MUD CREEK INTERCEPTOR REPLACEMENT

WHEREAS, the Mud Creek Interceptor Replacement project was identified in the City's Sanitary Sewer Asset Inventory and Assessment Master Plan Report; and

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WHEREAS, City Council adopted a Resolution to Reduce Sanitary Sewer Overflows (SSOs) on April 2, 2020, in which construction of the Mud Creek Interceptor Replacement was listed as a SSO reduction activity; and

WHEREAS, environmental services are necessary to support the ultimate design and permitting of the Mud Creek Interceptor Replacement project.

WHEREAS, City Staff completed a qualifications-based selection process and is recommending based upon this process that Wildlands Engineering, Inc. of Asheville, NC, be designated as the best qualified firm to provide the environmental services.

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

- 1. Wildlands Engineering, Inc., of Asheville, NC, is hereby selected as the best qualified firm based upon the qualifications-based selection process conducted.
- 2. The scope of services presented for environmental professional services to support the Mud Creek Interceptor Replacement project from Wildlands Engineering, Inc. of Asheville, NC, is approved in the amount of \$47,200.00.
- 3. The City Manager is authorized to execute a contract with Wildlands Engineering, Inc., consistent with the terms of this Resolution, as approved by the City Attorney.

Adopted by the City Council of the City of Hendersonville, North Carolina this this 6th day of May 2021.

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

I. HPD Project Change Order – Brian Pahle, Assistant City Manager

I move to adopt the Resolution by The City Of Hendersonville City Council to Approve Certain Change Orders and to Authorize The City Manager to Approve Future Change Orders Related to the HPD Construction Project, as presented. I further move to adopt Budget Amendment 05062021-04, as presented.

Resolution #R-21-25

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE CERTAIN CHANGE ORDERS AND TO AUTHORIZE THE CITY MANAGER TO APPROVE FUTURE CHANGE ORDERS RELATED TO THE HPD CONSTRUCTION PROJECT

WHEREAS, the North Carolina General Assembly allows for construction management at risk contracts under G.S. 143-64.31; and

WHEREAS, the City entered into a contract with Edifice General Contractors for construction manager at-risk services for the HPD project, the "Contract"; and

WHEREAS, change orders made to the project after award of the project are not subject to competitive bidding requirements if the original contract was competitively bid and there is no limitation on the dollar amount of change order work under G.S. 143-129(e)(4); and

WHEREAS, there is a list of unforeseen circumstances in the design of the project that require changes to deliver a quality construction project; and

WHEREAS, these change orders require concurrence and approval from USDA, the lender for this project.

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

- 1. Proposed Contract change orders numbered 1-7 are approved as presented.
- 2. The City Manager is authorized to approve any future Contract changes orders for deductive changes to the Contract amount, and any future Contract change orders that do not requires a project budget ordinance amendment.

Adopted by the City Council of the City of Hendersonville, North Carolina this this 6th day of May 2021.

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

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J. Contract Award – Clear Creek Interceptor Replacement - Adam Steurer, Utilities Engineer

I move that City Council adopt the Resolution Authorizing the City Manager to enter into a contract for the construction of the clear creek interceptor replacement as presented. I further move to adopt budget amendment 05062021-05 to increase the project budget by \$2,464,000.

Resolution #R-21-26

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF THE CLEAR CREEK INTERCEPTOR REPLACEMENT

WHEREAS, the Clear Creek Interceptor Replacement project was identified in the City's Sanitary Sewer Asset Inventory and Assessment Master Plan Report; and

WHEREAS, City Council adopted a Resolution to Reduce Sanitary Sewer Overflows (SSOs) on April 2, 2020, in which construction of the Clear Creek Interceptor Replacement was listed as a SSO reduction activity; and

WHEREAS, on March 17, 2021 at 2:00pm, sealed formal bids were opened for the Clear Creek Interceptor Replacement by City Staff. Bids were received by three pre-qualified bidders.

WHEREAS, City Staff reviewed each bid for completeness and accuracy. Don Moorhead Construction, Inc. was the lowest responsive, responsible bidder. All of the bids including the lowest responsive, responsible bid exceeded the budgeted cost of the project.

WHEREAS, in accordance with NCGS 143-129, the City entered into negotiations with the lowest responsible bidder and made reasonable changes to the plans and specifications in order to reduce the total project cost. The negotiations and utilization of bid alternates have led to a bid price reduction of \$194,098.50.

WHEREAS, in addition to the negotiations of unit pricing and utilization of bid alternates, Staff is recommending adding the I-26 gravity sewer crossing alternate to the Clear Creek Interceptor project, removing this item from the NCDOT road-widening project (I-4400), resulting in a future savings of approximately \$338,000.00.

WHEREAS, staff have confirmed with NCDOT that this item can be non-performed in the road-widening project (I-4400).

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

- 1. The City Manager is authorized to award and execute a contract for the construction of the Clear Creek Interceptor Replacement to Don Moorhead Construction, Inc., the lowest responsive and responsible bidder, in the total amount of \$3,956,171.50, which includes the acceptance of the I-26 gravity sewer crossing alternate.
- 2. The City Manager is authorized to approve change orders which, cumulatively, do not exceed 10% of the approved contract amount of \$3,956,171.50, provided however that any necessary budget ordinance or project ordinance amendments must be brought back to the City Council for approval.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of May 2021.

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

K. Resolution Approving Selection of Auditor - John Buchanan, Finance Director

I move that City Council approve the Resolution the Resolution By The City Of Hendersonville City Council To Authorize A Contract With Mauldin Jenkins.

Resolution #R-21-27

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE A CONTRACT WITH MAULDIN JENKINS (AUDIT FIRM)

WHEREAS, the North Carolina General Assembly has enacted Chapter 159-34 of the North Carolina General Statutes which requires all local governments to have their accounts audited as soon as possible after the close of each fiscal year by a certified public accountant, or accountant certified by the Local Government Commission as qualified to audit local government accounts, selected by and reporting to the governing board; and

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WHEREAS, City staff issued a Request for Proposal from qualified auditing firms on March 8, 2021 and six proposals were received by the April 2, 2021 deadline; and

WHEREAS, staff reviewed the proposals based on the criteria outlined in the Request for Proposal; and

WHEREAS, Mauldin Jenkins, LLC scored the highest among the six proposals reviewed by staff.

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

- 1. City Council selects Mauldin Jenkins, LLC as auditor for fiscal years 2021 for the amount of \$33,000.
- 2. City Council directs the Finance Director to submit the completed LGC-205 Contract to Audit Accounts to the Local Government Commission.
- 3. City Council authorizes the City Manager to sign the Mauldin Jenkins, LLC Engagement Letter and the LGC-205 Contract to Audit Accounts for the fiscal year 2021 audit.

Adopted by the City Council of the City of Hendersonville, North Carolina this this 6th day of May 2021.

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

L. Meter Installation Project Management -Brian Pahle, Assistant City Manager

I move that City Council adopt the Resolution by The City of Hendersonville City Council to Authorize the City Manager to enter into a contract with Metersys.

Resolution #R-21-28

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH METERSYS

WHEREAS, the North Carolina General Assembly allows for exceptions to State competitive bidding requirement for local governments for information technology goods and services under G.S. 143-129.8; and

WHEREAS, G.S. 147-33.81(2) defines information technology as electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, and consulting or other services for design or redesign of information technology supporting business processes; and

WHEREAS, the oversight, procurement, installation, and reporting of an advanced metering infrastructure (AMI) is a data processing good and service; and

WHEREAS, the City has engaged a professional consulting firm, MeterSYS, to provide management services in the installation of AMI meters in Laurel Park for the continued business purpose of providing water and sewer in specific areas of the system.

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

1. The City Manager is authorized to negotiate and enter into a contract with MeterSYS to assist the City of Hendersonville with the installation of the Laurel Park AMI meter project, in the amount not to exceed \$49,571, as presented.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of May 2021.

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

M. Etowah Water Improvements Engineering Amendment 3 – Brent Detwiler, City Engineer

I move that City Council adopt the Resolution by The City of Hendersonville City Council To Authorize The City Manager To Enter Into An Amendment To An Agreement With Black & Veatch International Company As Part Of The Etowah Water Improvements Project.

Resolution #R-21-29

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VOLUME 25

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO AN AGREEMENT WITH BLACK & VEATCH INTERNATIONAL COMPANY AS PART OF THE ETOWAH WATER IMPROVEMENTS PROJECT

WHEREAS, the Etowah Water Improvements Project (Project No. 16003) is under construction; and

WHEREAS, an engineering agreement with Black and Veatch International Company was executed in November 2016 to complete the design, permitting, bidding and award work associated with the project; and

WHEREAS, construction of the project has been delayed to due COVID-19 and other issues; and

WHEREAS, the schedule delay has resulted in the need to amend the agreement with Black & Veatch to cover Contractor Submittal and Shop Drawing Review, Request for Information and Change Order Support, Record Drawing Production (Contractor to provide red-lined markups), and Site Visits/Inspections including Substantial and Final Completion punch lists.

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

1. The City Manager is authorized to enter into an Amendment to an Agreement with Black & Veatch International Company for the Etowah Water Improvements Project, in an amount not to exceed \$39,000.00, as presented.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of May 2021.

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

N. French Broad River Intake Project Engineering Amendment 6 – Brent Detwiler, City Engineer

I move that City Council adopt the Resolution adopt the Resolution to Authorize the City Manager to Enter Into An Amendment To An Agreement With Black & Veatch International Company As Part Of The French Broad River Intake Project.

Resolution #R-21-30

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO AN AGREEMENT WITH BLACK & VEATCH INTERNATIONAL COMPANY AS PART OF THE FRENCH BROAD RIVER INTAKE PROJECT

WHEREAS, the French Broad River Intake Project (Project No. 16007) was recently bid; and

WHEREAS, all bids were over the estimate; and

WHEREAS, all bids were rejected, and staff began to investigate and implement Value Engineering (VE) options to try to reduce the construction cost of the project; and

WHEREAS, when the design documents are revised, the project will be re-bid, which requires the need for additional services not planned or budgeted for in the original agreement; and

WHEREAS, the additional services, which include a review of current design documents to identify options and/or alternatives to reduce the construction cost of the project; revision of the design calculations and drawings; preparation and submission of appropriate documents to modify permits as required based upon the VE options implemented; and bidding and award services; and these services will be performed under an amendment to the original agreement with the Engineer, Black & Veatch International Company.

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

1. The City Manager is authorized to enter into an Amendment to an Agreement with Black & Veatch International Company for the French Broad River Intake Project in an amount not to exceed \$92,000.00, as presented.

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Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of May 2021.

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

O. Utility Extension Agreement for the Captain Smyth Preserve Review – Brent Detwiler, City Engineer

I move that City Council adopt the Resolution by The City Of Hendersonville City Council To Authorize The City Manager To Enter Into A Utility Extension Agreement With Four Seasons Investment Properties, Llc And Gregory Armitage Barber For The Captain Smyth Preserve Development.

Resolution #R-21-31

BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH FOUR SEASONS INVESTMENT PROPERTIES, LLC AND GREGORY ARMITAGE BARBER FOR THE CAPTAIN SMYTH PRESERVE DEVELOPMENT

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

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

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

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

WHEREAS, the Four Seasons Investment Properties, LLC, the "Developer", and Gregory Armitage Barber, the "Owner" will enter into a Utility Extension Agreement with the City to provide water service to the Captain Smyth Preserve Development.

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

- 1. The Utility Extension Agreement with Four Seasons Investment Properties, LLC, the "Developer", and Gregory Armitage Barber, the "Owner" to provide water service to the Captain Smyth Preserve Development is approved, as presented.
- 2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of May 2021.

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

P. Annexation Certificate of Sufficiency: Interfaith Assistance Ministry (P21-26-ANX) -*Tyler Morrow, Planner II*

I move that City Council to accept the City Clerk's Certificate of Sufficiency for the petition submitted by Interfaith Assistance Ministry and adopt the Resolution by The City Of Hendersonville City Council Fixing Date Of Public Hearing On Question Of Contiguous Annexation Pursuant To G.S. 160A-31 Interfaith Assistance Ministries P21-26-ANX.

Resolution #R-21-32

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL FIXING DATE OF PUBLIC HEARING ON QUESTION OF CONTIGUOUS ANNEXATION PURSUANT TO G.S. 160A-31 INTERFAITH ASSISTANCE MINISTRIES P21-26-ANX

WHEREAS, a petition requesting annexation of the contiguous area described herein has been received; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made.

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at City Operations Center located at 305 Williams St. Hendersonville NC 28792 at 5:45 p.m. June 3rd, 2021, or as soon thereafter as it may be heard.

Section 2. The area proposed for annexation is described as follows:

BEING all of that real property shown on that plat recorded in Book _____at page _____ of the Henderson County Registry [to be inserted at recording], and being more particularly described as follows:

Beginning at an existing iron pipe in the existing City of Hendersonville boundary, said existing iron pipe is situated N 53°45'53"E with a grid distance of 1996.11' and a ground distance of 1996.56' from N.C.G.S. Monument "LINDA" with (NAD 83-2007) coordinates of a Northing of 594021.43' and an Easting of 971614.94' and runs thence with the existing City of Hendersonville boundary S 79°19'50" E for a distance of 44.69' to an existing iron pipe; Thence continuing with the existing City of Hendersonville boundary S 61°32'24" E for a distance of 61.03' to an existing iron stake; Thence leaving the existing City of Hendersonville boundary N 63°40'04" E for a distance of 138.53' to an existing iron pipe within the 50' right of way for Jack Street (S.R. 1750) and runs Thence N 44°04'57" W for a distance of 109.46' to an existing iron stake within the right of way of Jack Street and in the existing City of Hendersonville boundary; Thence, and with the existing City of Hendersonville boundary S 54°47'43" W for a distance of 178.17' to the Point and Place of Beginning, said parcel containing 0.333 acre, more or less.

Section 3. Notice of the public hearing shall be published once in The Hendersonville Times-News, a newspaper having general circulation in the City of Hendersonville, at least 10 days prior to the date of the public hearing.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of May 2021.

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

Q. Annexation Certificate of Sufficiency: OP Management, LLC -Oak Preserve (P21-12-ANX) -Matthew Manley, Planning Division Manager

I move that City Council to accept the City Clerk's Certificate of Sufficiency for the petition submitted by Troy Lee (OP Management, LLC.) and adopt the Resolution By The City Of Hendersonville City Council Fixing Date Of Public Hearing On Question Of Annexation Pursuant to G.S. 160A-58.2 OP Management, LLC. – Oak Preserve P21-12-ANX

Resolution #R-21-33

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-58.2 OP MANAGEMENT, LLC. – OAK PRESERVE P21-12-ANX

WHEREAS, a petition requesting annexation of the non-contiguous area described herein has been received; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the non-contiguous area described herein will be held City Operations Center located at 305 Williams St. Hendersonville NC 28792 at 5:45 p.m. June 3rd, 2021, or as soon thereafter as it may be heard.

Section 2. The area proposed for annexation is described as follows:

BEING all of that real property shown that plat recorded in Book ______ at Page ______ of the Henderson County Registry [to be inserted at recording], and being more particularly described as follows:

BEGINNING at a point in the approximate centerline of Old Spartanburg Road (S.R. 1828),

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a paved road, said point being the southeasternmost corner of Deed Book 3693 at Page 10 of the Henderson County Registry, and moving thence from said beginning point along and with the approximate centerline of the paved road, North 29 deg. 17 min. 30 sec. West 100.13 feet to a point; thence North 29 deg. 15 min. 36 sec. West 64.36 feet to a point; thence North 28 deg. 38 min. 48 sec. West 54.95 feet to a point; thence North 28 deg. 33 min. 26 sec. West 59.36 feet to a point; thence North 27 deg. 27 min. 01 sec. West 71.07 feet to a point; thence North 25 deg. 36 min. 51 sec. West 62.93 feet to a point; thence North 26 deg. 22 min. 0 sec. West 39.34 feet to a point; thence turning and leaving the center of Old Spartanburg Road and traveling South 70 deg. 27 min. 23 sec. West 13.91 feet to a point; thence South 70 deg. 27 min. 23 sec. West 13.04 feet to a point; thence South 70 deg. 27 min. 23 sec. West 115.72 feet to a new iron pipe; thence turning North 28 deg. 33 min. 50 sec. West 88.48 feet to a new iron pipe; thence turning South 64 deg. 51 min. 41 sec. West 38.05 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 93.37 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 147.04 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 50.46 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 85.19 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 356.62 feet to a new iron pipe; thence turning South 83 deg. 33 min. 20 sec. East 77.46 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 90.08 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 90.16 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 89.90 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 290.04 feet to an existing steel pin; thence South 83 deg. 33 min. 20 sec. East 151.22 feet to a new iron pipe; thence turning North 0 deg. 26 min. 25 sec. East 20.04 feet to an iron bar in concrete; thence turning South 83 deg. 57 min. 12 sec. East 94.80 feet to an existing iron pipe; thence South 83 deg. 57 min. 12 sec. East 175.06 feet to an existing iron pipe; thence South 83 deg. 57 min. 12 sec. East 36.80 feet to a point in the center of Old Spartanburg Road, the point and place of BEGINNING, and containing 5.60 acres, more or less, according to a "Revised Annexation Plat for OP Management, LLC" by Robert Paul Patterson, NC PLS 4406, under date of April 21, 2021, and being job number 21-01-22-D.

Being all of that property described in Book of Record 3693 Page 10 of the Henderson County Registry.

Section 3. Notice of the public hearing shall be published once in The Hendersonville Times-News, a newspaper having general circulation in the City of Hendersonville, at least 10 days prior to the date of the public hearing.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of May 2021.

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

Council Member Jeff Miller moved that City Council approve the consent agenda as amended with the correction to the April 1, 2021 minutes as distributed at this meeting. A unanimous vote of the Council Members followed. Motion carried.

6. PRESENTATIONS

A. Proclamation Recognizing Police Week – Barbara G. Volk, Mayor

Proclamation

National Police Week May 9, 2021 – May 15, 2021

WHEREAS, Police Officers around the nation understand the tremendous responsibility bestowed upon them in protecting the freedom and liberty of all citizens; and

WHEREAS, the men and women of the Hendersonville Police Department are dedicated to protecting and treating all City residents and visitors with respect and dignity against deception, violence, and disorder; and

WHEREAS, the residents and visitors of the City of Hendersonville recognize the dangers of the law enforcement profession and understand the difficulties in performing the duties and responsibilities of a law enforcement officer in the State of North Carolina; and

WHEREAS, more than 800,000 law enforcement officers serve communities across the United States, including the 45 sworn police officers of the Hendersonville Police Department: and

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WHEREAS, while Officers are ever vigilant, 264 Police Officers died in the line of duty in 2020, including one in Henderson County amounting to over 22,000 line of duty deaths since the first death was recorded in 1786: and

NOW, THEREFORE, I, Barbara Volk, Mayor of the City of Hendersonville, and City Council Members, do hereby proclaim May 9, 2021 – May 15, 2021 as

"National Police Week"

in the City of Hendersonville and honor the service of all law enforcement officers and the sacrifices of the men and women killed in the line of duty in 2020 while safeguarding our communities and defending our democracy and call upon all people to show support to the law enforcement officers who devote themselves to delivering exceptional service to this community and in communities across this great nation.

PROCLAIMED this 6th day of May 2021.

/s/Barbara G. Volk, Mayor Attest: /s/Angela L. Reece, City Clerk

B. Quarterly MVP Recipients – John F. Connet, City Manager

City Manager John Connet presented the Quarterly MVPs recognizing Andrew Gunnin, HPD, Will Hutchinson, Engineering, Corban Hossley, HFD, Dillon Baker, HFD, and Mike McKay, HFD for going above and beyond their normal job duties to assist citizens by exemplifying excellent customer service. Mayor Volk also expressed thanks and appreciation to these employees.

C. Presentation of Voluntary Plastic Reduction *Program – Gray Jernigan, Environmental Sustainability Board Member*

Gray Jernigan, ESB Board Member presented information regarding a voluntary plastic reduction program to City Council. Mr. Jernigan stated the Environmental Sustainability Board has been working with Mountain True to develop a voluntary plastic reduction program for the City to reduce harm to the environment, protect wildlife and the watershed. Stormwater Administrator Mike Huffman addressed City Council in support of this program stating he and other volunteers have picked up thousands of pounds of trash from the local waterways and said upwards of 80% of this was single use plastics. Mr. Jernigan outlined the draft voluntary program structure where local businesses would make a pledge to reduce plastic usage and in exchange receive a free consultation regarding plastic reduction options. Council Member Lyndsey Simpson commended efforts of ESB Members and Mountain True for their on this project.

7. PUBLIC HEARINGS

A. Conditional Rezoning: Eagle Self-Storage (P21-10-CZD) – Tyler Morrow, Planer II

Community Development Planner Tyler Morrow stated the City has received an application from B & G Enterprises LLC and Larry Holbert for the development of a 99,480 square foot mini storage facility consisting of 7 buildings and 2 covered storage areas. Mr. Morrow stated the property currently contains a used car lot on the front of the property while most of the property is vacant and said the applicant is requesting to rezone the subject property to C-3 CZD Highway Business Conditional Zoning District. Mr. Morrow reminded everyone this project required a conditional rezoning due to the floor area exceeding 50,000 square feet and due to mini warehouses being a "Conditional Use" and permitted only upon the issuance of a conditional use permit in the C-3, Highway Business District.

Developer Bart Salvaggio representing B & G enterprises LLC addressed City council discussing the proposed site plan and existing conditions stating they feel their project will be a much-needed improvement for the neighborhood. Mr. Salvaggio discussed removal of invasive species such as Bradford Pear trees and said those would mostly be removed by the construction. Mr. Salvaggio recalled the Tree Board's recommendation to remove bamboo (invasive species) stated he feels it is important to leave the existing buffer on the south portion of the area in place and to supplement it to preserve and enhance the trees there and to prevent erosion for the residential neighbors who border this portion of the area and clarified that all new plantings would comply with the Tree Board's recommendation

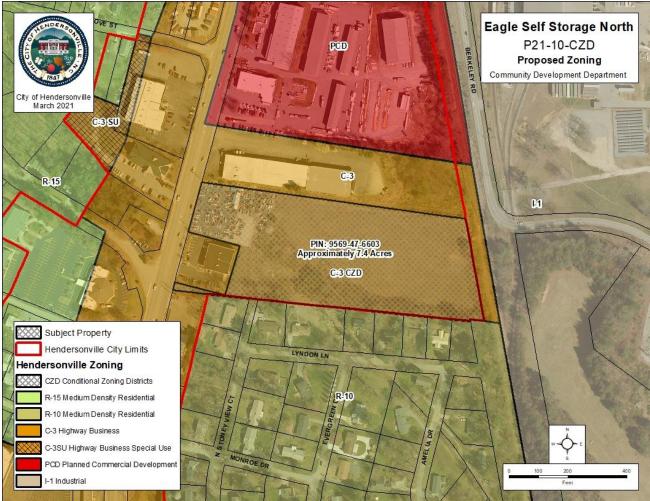
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and to allow the Developer to work with a landscape architect and City Staff to design an adequate buffer which will comply with stormwater and erosion while protecting the existing buffer.

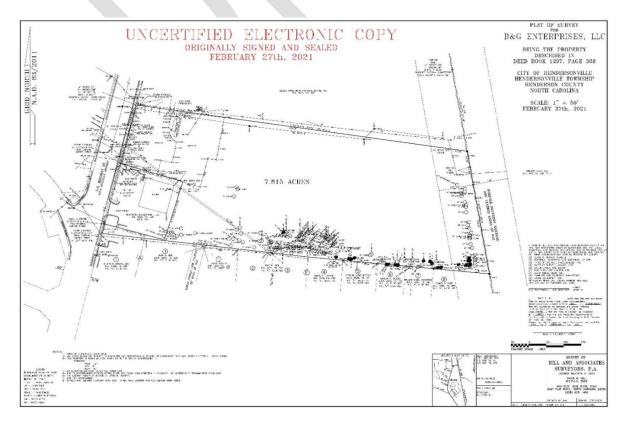
The City Clerk confirmed this hearing has been advertised in accordance with NC General Statutes. The Public hearing opened at 6:38 p.m.

City Council received one digital comment from Donna Duerr of 1308 Spartanburg Rd. expressing concerns regarding property values and quality of life in the neighborhood.

The public hearing was closed at 6:39 p.m.



This image is only an illustrative reference.



This image is only an illustrative reference. The full-size survey is recorded at the Henderson County Register of Deeds in Deed Book <u>1297</u>, Page 368.

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After much discussion, the following list of uses and conditions were agreed upon:

1. STIPULATED USES:

Only the following uses are authorized for the referenced development:

- a) Mini Warehouses
- b) Office
 - 2. CONDITIONS:
 - a) Shall be attached to the conditional rezoning and satisfied prior to issuance of final Site Plan approval:

City-Initiated Conditions:

1) The section along the southern border that does not currently have an existing vegetative buffer shall be planted with a type B buffer in accordance with the zoning ordinance, and that any area deemed to not have a sufficient existing buffer shall be supplemented on the final landscaping plan by the developer during the final site plan review.

Applicant-Initiated Conditions:

- 1) Plant 61 evergreen shrubs, 60 deciduous shrubs and 3 small flowering trees along the southern border, while maintaining the existing vegetative buffer as shown on the preliminary landscaping plan to count as the required type B buffer.
- b) Shall be attached to the conditional rezoning:
- 1) Final plans for the project shall comply with approved plans, the conditions agreed to on the record of this proceeding and applicable provisions of the Hendersonville Zoning Ordinance and Code of Ordinances.

Council Member Jerry Smith moved that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from I-1 Industrial to R-6 High Density Residential. Finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map and that the rezoning is reasonable and in the public interest for the following reasons: that the map amendment is consistent with the 2030 Comprehensive Plan, Chapter 2 – Population & Housing & Chapter 8 – Land Use & Development. A unanimous vote of the Council Members followed. Motion carried.

Ordinance #O-21-16

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCEL NUMBER 9569-47-6603 BY CHANGING THE ZONING DESIGNATION FROM C-3 HIGHWAY BUSINESS TO C-3 CZD, HIGHWAY BUSINESS CONDITIONAL ZONING DISTRICT

IN RE: Parcel Number: 9569-47-6603– Eagle Self Storage North (File # P21-10-CZD)

WHEREAS, the City is in receipt of a Conditional Rezoning application from applicant B & G Enterprises LLC and property owner Larry Holbert. for the development of a 99,480 square foot mini storage facility on approximately 7.4 acres., and

WHEREAS, the Planning Board took up this application at its regular meeting on April 12th, 2021; voting 6-0 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on May 6th, 2021, and

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

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel number 9569-47-6603 from C-3 Highway Business to C-3 CZD, Highway Business Conditional Zoning District

2. Development of the parcel shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina, and shall be subject to the site limitations and conditions stipulated on the list of uses and conditions.

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

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of May 2021.

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

B. Zoning Map Amendment – Edgewood Ave. Lot (P21-17-RZO) – Matthew Manley, Planning Manager

Community Development Planning Manager, Matthew Manley addressed City Council stating the City is in receipt of a Zoning Map Amendment application from Tamara Peacock Architects to rezone the property at Edgewood Ave (PIN # 9569812770) from I-1 Industrial to R-6 High Density Residential. Mr. Manley stated the .3 Acre (13,068 Sq Ft) site is currently a vacant wooded lot that is adjacent to a railroad line and is accessed by a platted right-of-way which extends from the corner of Edgewood Ave. Mr. Manley stated there is an additional vacant lot to the south of the subject property, accessed by the same platted right-of-way which has been approved for development as an R-6-CZD and said across the platted right-of-way, the lots are zoned R-6. Mr. Manley stated the residential use to the north of the subject property is zoned I-1 Industrial as is the railroad right-of-way to the east of the subject property and said the proposed rezoning from I-1 to R-6 would be an extension of the R-6 Zoning District that is prevalent in this area.



This image is only an illustrative reference.

Developer Joey Burnette representing Tamara Peacock Architects addressed City Council stating the lot was purchased initially to relocate a home to and said their plans indicate the maximum allowable density which would allow additional homes. Mr. Burnette stated he has spoken with adjacent property owners who share a vision to make the lots a cohesive neighborhood and asked City Council for consideration of the rezoning.

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The City Clerk confirmed the public hearing has been advertised in accordance with General Statutes. The public hearing was opened at 6:51 p.m.

There were no public comments.

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

City Council Member Dr. Jennifer Hensley moved that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from I-1 Industrial to R-6 High Density Residential. Finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map and that the rezoning is reasonable and in the public interest for the following reasons: that the rezoning will advance goals related to infill development and housing. A unanimous vote of the Council Members followed. Motion carried.

Ordinance # O-21-16

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCEL OF TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA, INC. (PIN# 9569812770) BY CHANGING THE ZONING DESIGNATION FROM I-1 (INDUSTRIAL) DISTRICT TO R-6 (HIGH DENSITY RESIDENTIAL) DISTRICT

IN RE: 0 No Address Assigned (PIN 9569812770) (File # P21-17-RZO)

WHEREAS, the City is in receipt of a Rezoning application from Joey Burnett on behalf of Tamara Peacock Company Architects of Florida, INC.

WHEREAS, the Planning Board took up this application at its regular meeting on April 12, 2021; voting to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on May 6, 2021, and

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

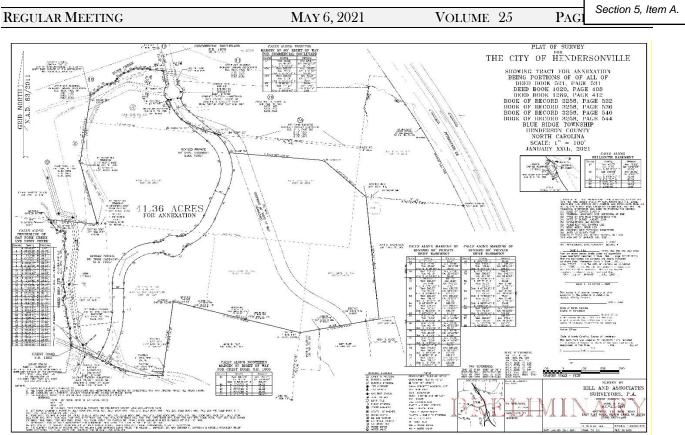
- Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel 9569-81-2770 from I-1 (Industrial) District to R-6 (High Density Residential) District
- 2. Any development of the parcels shall occur in accordance with the Zoning Ordinance of the City of Hendersonville, North Carolina.
- 3. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of May 2021.

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

C. Annexation Public Hearing: Garrison Property (P21-16-ANX) – Lew Holloway, Community Development Director

Community Development Director Lew Holloway stated the City is in receipt of a petition from Economic Investment Fund of Henderson County for noncontiguous annexation of PIN's 958-738-0701 (13.43 Acres), 958-738-7266 (18.65 Acres), 958-727-9887 (4.88 Acres) & 958-728-7026 (1.89) located adjacent to I-26 and laying between Upward Road and Crest Road on Garrison Lane. Director Holloway stated the total property acreage is approximately 41 acres.



This image is only an illustrative reference. The full-size survey is recorded at the Henderson County Register of Deeds in Deed Book ______. Page ______.

The City Clerk confirmed the public hearing has been advertised in accordance with General Statutes. The public hearing was opened at 6:54 p.m.

There were no comments. The public hearing was closed at 6:55 p.m.

Council Member Lyndsey Simpson moved that City Council adopt an ordinance annexing the noncontiguous parcels identified as PIN's 958-738-0701, 958-738-7266, 958-727-9887 & 958-728-7026, 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 Member followed. Motion carried.

Ordinance # O-21-17

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

(File # P21-16-ANX)

WHEREAS, The City of Hendersonville has been petitioned by the Economic Investment Fund of Henderson County 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 City Hall, Hendersonville, NC at 5:45 pm, on the 6th day of May 2021, after due notice by publication as provided by law on April 21st and April 28th, 2021; 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 6,283 feet.
- b. No point on the proposed satellite corporate limit 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 a subdivision as defined in NCGS 160A-376.
- 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.

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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 sixth day of May 2021.

Being all of that real property shown on that plat recorded on Plat Slide _____ [to be filled in upon recording] of the Henderson County Registry, and being described by metes and bounds as follows:

Beginning at a Point in the Northern Margin of pavement for Crest Road, S.R. 1803 and in the centerline of Bat Fork Creek. Point also stands N 49°00'13"E 93.82' from an existing MagHub with N.A.D. 83/2011 coordinates N- 577656.793' E- 982715.379'; Thence with the centerline of Bat Fork Creek the following 24 courses; N 06°48'07" E a distance of 6.97'; Thence N 08°36'19" W a distance of 35.78'; Thence N 01°46'15" W a distance of 54.53'; Thence N 17°52'49" W a distance of 28.71'; Thence N 07°39'07" W a distance of 34.17'; Thence N 15°03'54" W a distance of 23.99'; Thence N 00°02'47" E a distance of 28.47'; Thence N 21°29'09" W a distance of 49.33'; Thence N 09°58'43" E a distance of 18.47'; Thence N 45°37'46" E a distance of 11.56'; Thence N 00°12'24" E a distance of 24.04'; Thence N 17°52'54" W a distance of 24.72'; Thence N 06°15'21" E a distance of 20.89'; Thence N 12°55'42" W a distance of 26.27'; Thence N 07°31'11" E a distance of 130.93; Thence N 06°59'55" W a distance of 27.47'; Thence N 11°09'39" W a distance of 38.55'; Thence N 12°38'58" E a distance of 35.87'; Thence N 08°28'36" W a distance of 30.15'; Thence N 21°37'00" W a distance of 17.36'; Thence S 69°51'41" W a distance of 17.15'; Thence N 63°30'55" W a distance of 21.17'; Thence N 35°27'19" W a distance of 51.70'; Thence N 13°15'14" W a distance of 16.35' to a point in the centerline of Bat Fork Creek which stands S 55°19'05"E 16.71' from an existing Capped Rebar; Thence leaving the centerline of Bat Fork Creek S 84°07'47" E passing a #4 Rebar set online at 21.17, common corner of Lot 1 and Open Space slide 13013 and a #4 Rebar set online at 26.91' and an existing 1/2" Iron Pipe online at 189.56', a distance of 248.72; Thence N 14°38'37" W a distance of 361.32 #4 Rebar set, which stands S17°14'37"E 9.63' from an existing #5 Rebar; Thence N 08°15'35" E passing a #4 Rebar set online at 355.69', a distance of 383.21 to a point in the centerline of Dunn Creek; Thence with the centerline of Dunn Creek the following 16 courses N 53°47'57" E a distance of 22.04'; Thence N 49°53'23" E a distance of 28.33'; Thence N 50°49'44" E a distance of 25.79';

Thence N 59°45'10" E a distance of 32.06'; Thence N 78°56'59" E a distance of 22.89'; Thence N 59°45'34" E a distance of 25.79'; Thence N 29°47'06" E a distance of 14.58'; Thence N 44°32'54" E a distance of 27.68'; Thence N 51°23'01" E a distance of 22.78'; Thence N 70°48'26" E a distance of 24.53'; Thence N 62°34'17" E a distance of 31.58'; Thence N 81°04'48" E a distance of 23.40'; Thence S 78°45'41" E a distance of 24.00'; Thence N 81°46'42" E a distance of 26.36'; Thence S 66°58'34" E a distance of 14.74'; Thence S 83°40'09" E a distance of 69.31'to a point in centerline of Dunn creek in the Western margin of the 60' Right of Way for Commercial Boulevard, S.R. 1970, which stands S 11°17'07"E 131.02' from an existing 1" Iron Pipe the common corner of Lot 5 and Lot 10 in the Western margin of Commercial Boulevard, Appleland Business Park, Slide 1652 and Slide 1927. Also, the Southeastern corner of said Lot 10;

2: Upon and after the sixth day of May 2021, the above-described territory, and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Hendersonville and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10, as amended.

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

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of May 2021.

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

PAG

8. <u>UNFINISHED BUSINESS</u>

A. Continuation FOR DISCUSSION AND VOTE ONLY: Conditional Rezoning: Neal Lechtner Mini Warehouses (P21-08-CZD) – Lew Holloway, Community Development Director.

Community Development Director Lew Holloway provided additional information regarding the Duncan Hill/ Signal Hill/ N Main Area water and sewer topography and connection points and discussed ongoing capital improvement projects within this area. Director Holloway stated the closest gravity fed line is on Duncan Hill and said it is not feasible. City Manager John Connet reminded everyone of an affordable housing project which is planned across Signal Hill recalling this is a tax credit project and is dependent on state funding which is unknown at this time. City Manager Connet stated staff could not reliably inform City Council if or when this site can be served by any part of the affordable housing project water sewer infrastructure due to funding.

Austin Greenhalg of Pesterfield Engineering addressed city Council via zoom, in support of the project stating the applicant is willing to use building materials to match surrounding facilities and architecture and is willing to agree to any aesthetic modifications imposed by City Council.

Council Member Lyndsey Simpson stated she feels this project is not consistent with surrounding residential area. Council Member Jerry Smith agreed and said it does not seem to fit.

Council Member Jeff Miller inquired how large of an apartment building could be built on this site and Director Holloway clarified this site is under 3 acres and is not eligible for a major PRD designation and said there could be up to 4 residential units placed on the parcel. Director Holloway further clarified it could be rezoned to a denser type of usage but cautioned there may equal concerns regarding density and compatibility if this were considered.

Council Member Lyndsey Simpson moved that City Council deny the rezoning of the subject property for the following reasons: the development is not consistent with the Comprehensive Plan and the development is not compatible with the surrounding uses. Council Members Simpson, Miller, Smith, and Mayor Volk voted in favor and Council Member Hensley voted in opposition. Motion carried 4-1.

9. <u>NEW BUSINESS</u>

A. Review of Diversity & Inclusion Committee Bylaws – John Connet, City Manager

City Manager Connet presented a draft Charter for the Diversity & Inclusion Committee and discussed preferences of purpose, size, area representation and asked for feedback from City Council over the next month to finalize a draft to be presented at the next meeting for consideration. City Council members agreed.

B. Approval of Resolution Accepting Proposal from ADW Architecture for the Development of Architecture and Engineering Plans for New Fire Station I – John Connet, City Manager

Adam Murr, Budget & Management Analyst recalled solicitation of proposals from architecture firms for the design of the new Fire Station 1 and said after an objective review of all proposals, City staff have determined that ADW Architects are the most qualified firm to design the new fire station and recommend approval of the resolution. There was no discussion.

City Council Jeff Miller moved that the City Council approve the resolution accepting ADW Architectures' proposal for the development of architecture and engineering plans for the new Fire Station 1. A unanimous vote of the Council Member followed. Motion carried.

Resolution # R-21-34

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL ACCEPTING ADW ARCHITECTS' DESIGN AND ENGINEERING PROPOSAL FOR FIRE STATION 1 IN THE AMOUNT OF \$575,000

WHEREAS, City Council has determined that Hendersonville Fire Department needs an updated headquarters station; and

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WHEREAS, staff solicited proposals from architecture firms to develop the necessary design and engineering plans for the new fire station; and

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

WHEREAS, staff objectively evaluated all submitted proposals and determined that ADW Architects and their sub-consultants were the most qualified firms to develop the necessary design and engineering plans for the new fire station.

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

- 1. The City of Hendersonville accept ADW Architects' proposal to design the new fire station in the amount of \$575,000 and finds that they are the best qualified firm.
- 2. The City Manager is authorized to utilize additional services as described in the proposal when it is determined to be in the best interest of the City of Hendersonville.
- 3. The City Manager and City Attorney are authorized to negotiate and execute a final contract with ADW Architects for architecture and engineering design for the new Fire Station 1.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of May 2021.

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

C. Approval of Resolution to Accept the \$750,000 Community Development Block Grant – *John Connet, City Manager*

City Manager John Connet stated the City has been awarded a \$750,000 Community Development Block Grant for neighborhood revitalization to install public infrastructure and to rehabilitate four homes in the Ashe Street Neighborhood. Manager Connet stated staff is requesting approval of a resolution to accept the grant and execute the necessary documents to begin the implementation of the grant. Manager Connet reminded everyone that additional projects in the area not included in this grant are planned and include replacing water and sewer lines and working with HAC to build affordable housing in the community.

City Council Member Jeff Miller moved that City Council approve the resolution to accept the \$750,000 Community Development Block Grant. A unanimous vote of the Council Member followed. Motion carried.

Resolution #R-21-35

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ACCEPT THE COMMUNITY DEVELOPMENT BLOCK GRANT OF \$750,000.00- ASHE STREET NEIGHBORHOOD

WHEREAS, the City Council believes that all areas of the city should be economically strong and strong partnerships are critical to providing great public services and sound infrastructure; and

WHEREAS, the residents of the Ashe Street Neighborhood identified public infrastructure and housing rehabilitation as top priorities for their neighborhood; and

WHEREAS, the City has now been awarded a \$750,000 Neighborhood Revitalization Program Grant to install public infrastructure and renovate four homeowner occupied properties in the Ashe Street neighborhood.

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

- 1. The Mayor is hereby authorized to execute the Grant Agreement and Funding Approval between the City of Hendersonville and N.C. Department of Commerce.
- 2. The City Manager is hereby authorized to negotiate and enter a contract with Land of Sky Council of Governments to assist City staff with grant administration within budgeted funds available.
- 3. The following individuals are authorized to sign the Requisition for Funds forms and all other documents associated with the administration of this grant:
 - a. John Connet, City Manager
 - b. Brian Pahle, Assistant City Manager
 - c. John Buchanan, Finance Director
 - d. Krystal Powell, Assistant Finance Director

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4. The City Manager is authorized to negotiate and enter into an agreement with Housing Assistance Corporation to allow them to serve as a subrecipient and assist with housing rehabilitation within budgeted funds available.

Adopted by the City Council of the City of Hendersonville, North Carolina this 6th day of May 2021.

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

10. <u>CITY COUNCIL COMMENTS</u>

Council Member Lyndsey recalled attending the CityVision Conference and encouraged City Council to participate in the Entrepreneurs Program through NCLM and ECU. Council Member Simpson stated the dates were approaching to apply to participate in the program and asked City Council to consider applying to the program.

Council Member Dr. Jennifer Hensley encouraged participation in the Jump Off Rock Half Marathon and 10K. Council Member Hensley stated local restaurants are having to close down on holiday weekends due to lack of employees and said she encourages and supports any ideas that can help support local businesses.

Council Member Jeff Miller concurred and reminded everyone to visit the farmers market and other events coming up in the area.

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

City Manager John Connet updated City Council on the Police Department move stating there was a tornado that destroyed the distribution facility where the new elevator was being stored and said staff are working with the construction manager to find a solution and said there may be a slight delay on the move.

Manager Connet stated he and Mayor Volk have been working on drafting a letter to Senator Edwards with suggestions to improve SB349 and would like additional input from City Council Members. Manager Connet stated the letter expresses concerns with SB349 with regard to removing local authority from City Council and offers suggestions of how the City might want to improve the bill.

Manager Connet addressed earlier comments by Mr. Robinson regarding billing for waste cans. Manager Connet recalled staff looking into the fund and noticing it was losing money. He said staff performed an audit and discovered billing errors in the software and also identified property locations where businesses or locations which had multiple waste cans which were not being billed correctly. Manager Connet said the average billing errors were between \$200 and \$1,000 and said letters were sent out to inform the affected parties that they had been receiving this service but had not been billed correctly due to inefficiencies in the Legacy System which had been in place for many years. Manager Connet stated staff has remedied the billing error situation by utilizing a work order request system so there is a digital record. Manager Connet stated staff did not contact account holders by phone and apologized for this. Manager Connet stated he has had conversations with the City Attorney regarding legal issues with fee waivers as the customers did receive a service. Manager Connet stated state law allows back billing of up to three years and recalled a policy adopted by City Council which allows back billing for two years. Manager Connet offered a payment plan to the customers. Finance Director John Buchanan addressed City Council also apologizing for communications surrounding this and advised he has been working with staff to remedy this so it will not happen again. City Manager Angela Beeker addressed City Council and said the City Council has an obligation to collect funds for services and said that reducing or waiving fees may be considered a discriminatory billing practice and said case law supports fairness in utilizing tax dollars regardless of if a service was properly billed.

Council Member Dr. Jennifer Hensley stated she has received one of the letters and stated communication on the City's part was not adequate and said it is very confusing on the billing statement as to how many waste cans are being billed for.

City Manager Connet discussed improvements to the system and stated waste cans will now be identified by photo and size to properly track and bill them. He stated staff are looking at utilizing an RFID tagging system in the future to identify cans and link them to customers.

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Council Member Jeff Miller stated he would like staff to work with affected parties and to provide them a two-year window to pay it back. Council Members agreed unanimously.

Council Miller Jeff Miller moved that City Council adjust the pay back option for up to two years for unbilled waste cans discovered from the trash audit. A unanimous vote of the Council Member followed. Motion carried.

12. BOARDS/COMMISSIONS/COMMITTEE APPOINTMENTS

A. Board & Commission Appointments (Planning Board & Tree Board) – Angela L. Reece, City Clerk

Council Member Jeff Miller moved that City Council appoint <u>Marcia Kane</u> to serve a 3-year term expiring June 30, 2024 on the ABC Board. A unanimous vote of the Council Member followed. Motion carried.

Council Member Jeff Miller moved that City Council appoint <u>Chuck McGrady</u> to fill an unexpired term expiring June 30, 2022 on the ABC Board. A unanimous vote of the Council Member followed. Motion carried.

Council Member Jerry Smith moved that City Council appoint <u>Marcia Kane</u> as Board Chair. A unanimous vote of the Council Member followed. Motion carried.

13. ADJOURN

There being no further business, the meeting was adjourned at 8:07 p.m. upon unanimous assent of the Council.

ATTEST:

Barbara G. Volk, Mayor

Angela L. Reece, City Clerk



MINUTES

May 7, 2021 Special Call Meeting of the City Council FY21-22 Budget Workshop

CITY COUNCIL CHAMBERS – 2[№] FLOOR, CITY HALL | 160 SIXTH AVE. E. 8:30 a.m.

Present:Mayor Barbara G. Volk, Mayor Pro-Tem Jerry Smith, and Council Members: Jeff Miller
Dr. Jennifer Hensley, and Lyndsey Simpson

Staff Present:City Manager John F. Connet, Assistant City Assistant Manager Pahle, City Clerk Angela
Reece, Communications Manager Allison Justus, Senior Budget & Management Analyst Adam
Murr, and others

1. CALL TO ORDER

Mayor Volk called the meeting to order at 8:34 a.m. and welcomed those in attendance. A quorum was established with all members in attendance.

2. PRESENTATIONS

City Manager John Connet reviewed events over the last year and thanked Council for their support.

A. Presentation of Core Values and Beliefs – John Connet, City Manager

Manager Connet presented the draft Core Values and Beliefs that were developed by the City Council during the February Budget Retreat and asked City Council for feedback and/or changes. Manager Connet stated the budget is structured around these tenants and said staff would like to incorporate them into the budget to use a as a tool to guide priorities and decisions and will present to City Council for adoption at their June meeting.

City of Hendersonville Core Values and Beliefs

The City of Hendersonville believes municipal government should be non-partisan.

- Political affiliations are not productive to solving problems of local communities.
- *City leaders and staff must lead by example and meet regularly with people who have different points of view.*
- City leaders and staff must maintain an awareness of local, state and national political trends but must lead the City in a manner that serves all community members.

The City of Hendersonville values open, transparent communication and trust with the community and each other.

- The City will openly communicate with the public and each other to ensure information about services, policies and programs are available to all.
- The City will build trust through ethical and transparent leadership.
- The City will share information and solicit feedback prior to the implementation of new programs and policies.
- The City will be open to concerns and comments from all stakeholders and will ensure the community can easily speak to leaders without fear of retribution/embarrassment.

The City of Hendersonville believes community members expect services to be delivered at a high level.

- The City will deliver services at a high level to make people feel their taxes and fees are being used effectively and to encourage others to live in our community.
- *The City will deliver services in a manner that ensures the safety of the community.*
- The City will deliver services in a manner that limits the disruption of our community members' daily lives to the greatest extent possible.

- The City must evaluate all laws, policies, and rules to ensure that they can be implemented and enforced in a fair and equitable manner.
- The City must evaluate all current and future programs, projects, or initiatives to ensure they build a culture where differences are valued.
- The City must ensure that leaders and staff consistently work to build trust and positive relationships throughout our entire community.

The City of Hendersonville believes environmental sustainability is critical to preserving the community for future generations.

- The City will evaluate the environmental sustainability of all projects and programs while maintaining a solid relationship with residential and business development.
- The City believes that it is our responsibility to protect all our natural resources and the environment through the implementation of sustainable and responsible projects.
- The City must lead by example by evaluating all city operations to ensure they protect or repair the natural environment and are environmentally sustainable.

The City of Hendersonville values its employees and must support them to ensure the provision of high-quality services to its residents.

- The City must provide growth opportunities to employees and educational tools to allow them to grow in their roles and responsibilities.
- The City must respect and pay employees fairly and competitively.
- The City must support employees by providing a safe and hazard free workplace.

The City of Hendersonville believes that it must pursue and provide opportunity for responsible growth.

- The City will establish and maintain policies and programs that encourage economic opportunity and help grow small business and entrepreneurship.
- The City will work with our community to provide educational opportunities about growth and its impact on economic vitality and quality of life.
- The City will encourage responsible growth that provides opportunities for success to all segments of our community.
- The City will make efforts to generate affordable housing options and reduce the impacts of the high cost of living within our community.

The City of Hendersonville values the lives of all community members and must protect them through collective action.

- Our goal is to make the lives of all residents better through collective action.
- The City recognizes the sanctity of each person's life.
- The City must be open to change priorities and polices as circumstances change in the world around us.
- **B.** Presentation of Draft FY 2021-2022 Budget Brian Pahle, Assistant City Manager, and Adam Murr, Senior Budget & Management Analyst

Personnel and Benefits

Assistant Manager Pahle discussed health insurance premiums stating the health insurance policy renewal is a 3% decrease from FY21. Assistant Manager Pahle stated the City's health insurance is costs are claims driven but said it has stabilized over the last fiscal year and said staff does not expect an increase in the FY22 budget cycle. Assistant Manager Pahle stated employees pay \$345.08 per month for family coverage compared to \$711.50 per month in FY21 due to the change from 50% dependent coverage to 75% coverage. Assistant Manager Pahle discussed performance indicators highlighting overall claims paid in 2021 being significantly reduced to \$1.33M. Assistant Manager Pahle stated 1.01% of members drive 22.5% of total costs of the plan which came in around \$299,000. He discussed wellness programs and education assistance for employees with chronic conditions

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which aids in further reducing overall plan costs. Council Member Jerry Smith discussed comparable statistics as compared with other municipalities and Assistant Manager Pahle discussed the Milliman Advanced Risk Adjusters (MARA) scale and explained how this scale determines risk percentages. Assistant Manager Pahle expressed concern for increased chronic risk percentages and stated staff will be focusing more on the wellness program and education to assist employees in lowering these numbers. Council Member Dr. Jennifer Hensley clarified that the MARA scale is an indicator and said she feels that chronic risk factors are increasing as the aging population increases nationwide and said it is important to consider this when using this scale as it may be unattainable. Dr. Hensley inquired if alternative drugs are approved to treat diabetes and other chronic conditions and Assistant Manager Pahle stated the City currently has a program focused on this area and said staff are also looking at revamping the City's wellness program to add additional requirements such as screenings and BMI benchmarks.

Assistant Manager Pahle discussed pay philosophy recalling City Council direction to "lead" peers in pay and benefits and reminded everyone that the Pay and Classification Study and Implementation workshops were planned for June 2021 with implementation planned for January 2022. Assistant Manager Pahle stated staff have recommended a 7% cost of living adjustment (COLA) to assist in retention of employees until the study is fully implemented in January 2022. City Manager John Connet stated the City is losing employees to other organizations due to pay and thanked City Council for recognizing this and taking action. Council Member Jeff Miller praised staff for including measures in the budget to address this and said taking care of employees allows the City to provide the quality of services the citizens deserve. Council Member Jerry Smith concurred and reminded everyone the labor market is very competitive and said he would like additional focus on the cost of benefits provided to employees in addition to hourly pay. Council Member Dr. Jennifer Hensley additionally concurred and said she is very happy City Council is leading as there are families who are financially struggling due to medical costs alone. Council members clarified additional funding has been set aside in contingency for preparation and anticipation of the outcome of the pay & classification study for January and acknowledged they feel the study will show additional increases are necessary above the recommended 7%. Council Members unanimously directed staff to proceed with allocating the additional funding which was set aside in the contingencies to allow for a 10% COLA for salaries and wages. Assistant Manager Pahle stated it will be necessary to amend the budget in January after the pay and classification study is completed if additional adjustments are necessary.

Assistant Manager Pahle discussed Paid Family Leave and presented the cost matrix below which assumes 70% labor replacement rate and anticipates 204 weeks of leave per year. Council Member Jeff Miller clarified the City had an average of 17 employees who utilized leave of this nature last year. Assistant Manager Pahle stated the national retention average for employees utilizing this type of leave is 60% and said that is a cost savings.

<u>Cost Mat</u>	<u>rix</u>	We	eks of Lea	ve
		6	8	12
Retained	60%	104,177	182,824	340,118
% of Employees	80%	78,177	156,824	314,118
% of En	100%	58,677	137,324	294,618

Council Member Jerry Smith stated he supports family leave to allow all employees to utilize leave to take care of family members or children equally. Council Member Lyndsey Simpson concurred stating she supports family leave as an employee benefit and said she feels it further reduces stress and chronic illness associated with stress when employees have this option available when needed. Council Member Dr. Jennifer Hensley stated the City should consider offering all employees short-term disability and Assistant Manager Pahle clarified this would be a cost of \$12 per employee. Council Member Jeff Miller inquired of the cost to allow six weeks of leave and Assistant Manager Pahle stated this was an approximate cost of \$104,177. After much discussion Council Members conceded there is a need for family leave and a policy and directed staff to include 6 weeks of paid family leave and paid short-term disability for all employees pending underwriting from the insurance company.

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Stormwater Fund

Senior Budget & Management Analyst Adam Murr presented information on the City's stormwater fund.

The National Pollutant Discharge Elimination System (NPDES) program established a comprehensive two-phase approach to managing stormwater discharges. Phase I of the program required permits for municipal separate storm sewers (MS4s) serving populations greater than 100,000 people and for stormwater discharges associated with industrial activities.

Phase II requirements of the NPDES program applied to all non-point source discharges of stormwater from small MS4s with populations less than 100,000. Implementation of the NPDES phase I and II permitting program was delegated to the NC Department of Environment & Natural Resources (NCDENR), which designated that Hendersonville be brought into the program as an owner of an MS4. Mr. Murr clarified that the City is a Phase II Community and permitting requires certain control measures such as public education and outreach, public participation, illicit discharge detection and elimination, construction site runoff control, post-construction runoff control, and pollution prevention.

City Council Member Jeff Miller clarified this is a completely unfunded mandate and said the City can face hefty fines for noncompliance. City Manager John Connet reminded everyone that a stormwater utility is a dedicated source of revenue provided by user fees used to pay for the long-term compliance with State and Federal requirements, maintenance, and expansion of City stormwater system infrastructure. He reminded everyone the fees are set out in NC G.S. 160A-314 and are established to equitably share the cost of the public infrastructure and its benefit to private property.

Stormwater Fees

Mr. Murr stated the stormwater fund will increase by \$672,000 as a result of the recommended rate increase and said a \$5.00 per month stormwater fee for all customers is recommended in the fee schedule and are calculated as follows:

- Single family residential properties will be charged \$5.00 per month regardless of the square footage of the home.
- Multifamily residential units such as apartments, town homes, condos etc. will be charged \$5.00 per unit, per month.
- Non-residential properties will be charged \$5.00 per month per equivalent residential unit (ERU) with a maximum monthly fee of \$250.00. (1 ERU equals 3,000 sq. ft. of impervious surface area.) Non-residential property owners may also choose to receive a 50% credit if the property has a functioning stormwater control measure, whichever is less.

This fee structure will remain in place for two years and will be reevaluated by City Council for any adjustments.

Environmental Services Fund

Mr. Murr stated the total revenues for Fiscal Year 2019-2020 were \$1,257,426 and said expenditures were \$1,551,643 which includes Debt Service. Mr. Murr stated expenditures were less due to COVID-19 related issues and said the year end fund balance is \$170,177 which reflects \$51,778 fund balance appropriation.

Environmental Services Fees

The Environmental Services Fund FY22 budget is \$1,660,174 and includes an increase to charges for service to keep up with growing service demands. Mr. Murr stated the stormwater fund will increase by \$672,000 as a result of the recommended rate increase and said staff are monitoring usage of fund balance within this fund and are making adjustments to routes for efficiency and to gain a better understanding of customer needs and to shift away from dependence on fund balance toward a more sustainable financial practice. Mr. Murr stated there is an increase in expenditures in the amount of \$380,000 for a new sanitation truck and a portion of a new brush truck, to be split with the stormwater fund. Environmental services fees are recommended in the fee schedule as follows:

- Residential 32-gal waste and recycling fee \$20.00 per month (a \$3.75 monthly fee increase) Rates are the same for recycling and non-recycling customers.
- Residential 96-gal waste and recycling fee \$22.00 per month (a \$3.50 monthly fee increase) Rates are the same for recycling and non-recycling customers.

Council Member Dr. Jennifer Hensley clarified rates for participation in recycling were established in the early 2000's and City Manager John Connet stated the incentive will be removed moving forward to equalize the rates and to ensure financial sustainability of the fund. Council Members discussed the

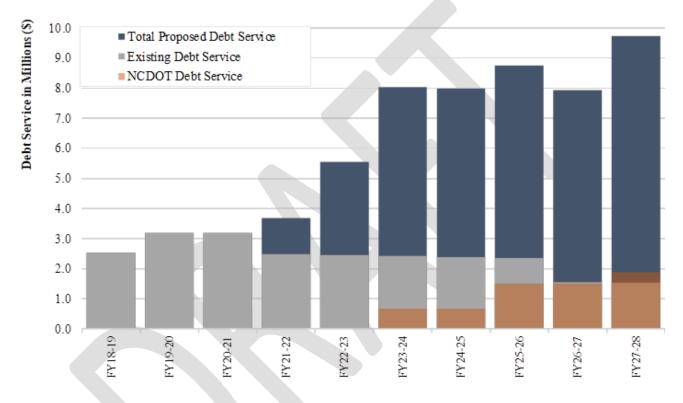
recycling market and challenges to communities and the vulnerability of this fund citing direct impacts due to impending growth and development in the City and increases in tipping fees at the landfill.

Water Sewer Fund

Mr. Murr discussed total revenues and expenditures of the Water Sewer Fund stating charges for service are the major revenue source which represents 96.1% of the total fund and said it is important to maintain rates to meet financing needs for debt services. Mr. Murr recalled prior discussions of the City's Water and Sewer Revenue Bond and stated a rate increase is necessary to meet the covenants of the Revenue Bond.

Water & Sewer Capital Projects

Mr. Murr discussed current and future capital projects in the Water & Sewer Fund stating over \$110M in capital projects are projected through FY26. City Manager John Connet stated the French Broad River Intake will be re-bid in the coming months and acknowledged the importance of this project to the Council and community as a whole as it will expand the City's ability to be more drought tolerant by moving the primary water intake off of Mills River and onto the French Broad River. Manager Connet stated the estimate is around \$17M and said he expects construction to begin in 2022. Mr. Murr provided the following debt service forecast:



Mr. Murr presented water rate comparisons with similar municipalities and said the City's rates are very affordable at an average of \$38.51 for an average monthly water and sewer bill with 3,000 gallons of usage. Mr. Murr stated proposed rate increases fall within the affordability range advertised by the UNC School of Government Environmental Finance Center (UNC SOG EFC) and outlined them as follows:

	FY20-21	FY21-22	FY22-23	FY.	23-24	FY2	4-25	FY2	5-26	F	26-27			FY20-21	FY21-22	FY	22-23	FY	23-24	FY	24-25	FY	25-26	F	¥26-27
	Adopted	Proposed	Forecast	For	recast	Fore	ecast	Fore	cast	Fo	recast			Adopted	Proposed	Fo	recast	Fo	recast	Fo	re cast	For	recast	Fo	recast
Base Charges												1	Base Charges												
3/4"	\$ 6.52		\$ 7.85	\$	8.23	\$	8.72	\$	9.38	\$	10.00		3/4"	\$ 9.45	\$ 10.40	\$	10.60	\$	10.70	\$	10.90	\$	11.25	\$	11.
1"	7.61	8.67	9.22		9.64		10.61		11.37		12.16		1"	11.03	12.14		12.44		12.54		13.27		13.65		13.
1.5"	10.51	11.74	12.60		13.14		15.29		16.33		17.49		1.5"	15.24	16.44		17.01		17.08		19.11		19.59		20
2"	14.04	15.67	16.66		17.34		20.92		22.29		23.93		2"	20.35	21.94		22.49		22.54		26.15		26.75		27
3"	22.29	24.89	26.16		27.18		34.07		36.22		38.94		3"	32.32	34.84		35.32		35.33		42.59		43.46		44
4"	34.06	38.04	39.73		41.22		52.85		56.11		60.39	~	4"	49.39	53.25		53.64		53.59		66.06		67.33		69
6"	63.48	70.89	73.63		76.29		99.77	1	05.81		113.96	1	6"	92.05	99.25		99.40		99.17		124.71		126.97		131
8"	98.79	110.32	114.32		118.40	1	156.10	1	65.46		178.27	С С	8"	143.25	154.45		154.33		153.92		195.12		198.55		205
Vol. Charges - R	esidential											به	Vol. Charges - R	lesidential											
0 - 6 kgal	\$ 3.17	\$ 4.00	\$ 4.41	\$	4.62	\$	4.84	\$	5.08	\$	5.35 5.88	ы Ц	0 - 6 kgal	\$ 4.60	\$ 5.60	\$	5.95	\$	6.00	\$	6.05	\$	6.10	\$	6
6 - 14 kgal	3.49	4.40	4.85		5.08		5.32		5.59		5.88	ž.	6 - 14 kgal	5.06	6.16	\$	6.55	\$	6.60	\$	6.66	\$	6.71	\$	6
> 14 kgal	3.97	5.00	5.51		5.77		6.05		6.35		6.68	5	> 14 kgal	5.75	7.00	\$	7.44	\$	7.50	\$	7.56	\$	7.63	\$	7
Vol. Charges - C	omme rcial/l	Indus trial										<u> </u>	Vol. Charges - C	Comme rcial/	Industrial										
0 - 40 kgal	\$ 3.17	\$ 4.00	\$ 4.41	\$	4.62	\$	4.84	\$	5.08	\$	5.35		0 - 40 kgal	\$ 4.60	\$ 5.60	\$	5.95	\$	6.00	\$	6.05	\$	6.10	\$	6
40 - 200 kgal	2.75	3.65	\$ 4.21	\$	4.62	\$	4.84	\$	5.08	\$	5.35		40 - 200 kgal	3.99	5.11	\$	5.69	\$	6.00	\$	6.05	\$	6.10	\$	6
> 200 kgal	2.53	3.28	\$ 3.74	\$	4.62	\$	4.84	\$	5.08	\$	5.35		> 200 kgal	3.67	4.60	\$	5.05	\$	6.00	\$	6.05	\$	6.10	\$	6
Vol. Charges - Ir	rigation											1	Vol. Charges - I	rrigation	_										
0 - 40 kgal	\$ 3.97	\$ 5.00	\$ 5.51	\$	5.77	\$	6.05	\$	6.35	\$	6.68		0 - 40 kgal	\$ 5.75	\$ 7.00	\$	7.44	\$	7.50	\$	7.56	\$	7.63	\$	7
> 40 kgal	3.97	5.00	\$ 5.51	\$	5.77	\$	6.05	\$	6.35	\$	6.68		> 40 kgal	5.75	7.00	\$	7.44	\$	7.50	\$	7.56	\$	7.63	\$	7
	Water Rat	e Differentia	al Summar	~								_				_		_		_					

water ivat	c Differentia	a Summa y										
FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27						
Adopted	Proposed	Forecast	Forecast	Forecast	Forecast	Forecast						
Base Charges												
145%	140%	135%	130%	125%	120%	115%						
Vol. Charges - Residential												
145%	140%	135%	130%	125%	120%	115%						
		Vol. Charges	- Commerci	al/Industrial								
145%	140%	135%	130%	125%	120%	115%						
		Vol. C	harges - Irrig	gation								
145%	140%	135%	130%	125%	120%	115%						

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	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27		FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27
	Adopted	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed		Adopted	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed
Base Charges								Base Charges							
3/4"	\$ 7.27	\$ 8.00	\$ 8.07	\$ 8.33	\$ 8.83	\$ 8.83		3/4'		\$ 12.00	\$ 12.10	\$ 12.50		\$ 13.25	\$ 13.25
1"	9.14	10.09	10.18	10.51	11.15	11.03	10.79	<u>></u> 1'	13.70	15.14	15.27	15.77	16.72	16.55	16.19
1.5"	13.77	15.29	15.41	15.92	16.88	16.70	16.29	1.5		22.93	23.12	23.88	25.32	25.06	24.43
2"	19.35	21.55	21.73	22.45	23.79	23.55	22.96	2		32.32	32.59	33.67	35.69	35.32	34.44
3"	32.39	36.27	36.57	37.78	40.05	39.64	38.64	3		54.41	54.86	56.67	60.07	59.45	57.96
4"	51.02	57.30	57.77	59.68	63.27	62.61	61.04			85.94	86.66	89.53	94.90	93.92	91.56
6"	97.53	109.82	110.73	114.39	121.26	120.01	116.99			164.73	166.10	171.59	181.88	180.01	175.49
8"	153.37	172.87	174.31	180.07	190.87	188.91	184.16	8	230.06	259.30	261.46	270.10	286.31	283.36	276.24
Vol. Charges	* * * * *							Vol. Charges							
Per 1 kgal	\$ 5.07	\$ 5.68	\$ 5.83	\$ 5.83	\$ 6.00	\$ 6.33	\$ 6.50	Per 1 kga	\$ 7.60	\$ 8.52	\$ 8.75	\$ 8.75	\$ 9.00	\$ 9.50	\$ 9.75
			199 1 1	~											
		ater Rate D		5											
	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27								
	Adopted	Proposed			Forecast	Forecast	Forecast								
				Base Charge											
	150%	150%	150%	150%		150%	150%								
				rges - All C											
	150%	150%	150%	150%	150%	150%	150%								

Mr. Murr presented the following rate assumptions depicting average inside and outside residential and billing rates based on ³/₄" connections at 3,000 gallons per month usage:

Assumpti	on:	Inside		<i>y</i> 1 (0)	uu	, c,	•			,	0 -			
	FY	720-21	F	Y21-22	F	Y22-23	F	Y23-24	F	Y24-25	F	Y25-26	F	Y26-27
Water		3,000		3,000		3,000		3,000		3,000		3,000		3,000
Base Rate	\$	6.52	\$	7.43	\$	7.85	\$	8.23	\$	8.72	\$	9.38	\$	10.00
Vol. Rate	\$	3.17	\$	4.00	\$	4.41	\$	4.62	\$	4.84	\$	5.08	\$	5.35
Water Bill	\$	16.03	\$	19.43	\$	21.08	\$	22.09	\$	23.24	\$	24.62	\$	26.05
Sewer		3,000		3,000		3,000		3,000		3,000		3,000		3,000
Base Rate	\$	7.27	\$	8.00	\$	8.07	\$	8.33	\$	8.83	\$	8.83	\$	8.83
Vol. Rate	\$	5.07	\$	5.68	\$	5.83	\$	5.83	\$	6.00	\$	6.33	\$	6.50
Sewer Bill	\$	22.47	\$	25.04	\$	25.57	\$	25.83	\$	26.83	\$	27.83	\$	28.33
TOTAL	\$	38.50	\$	44.47	\$	46.65	\$	47.92	\$	50.07	\$	52.45	\$	54.38
TOTAL Assumpti	on:		de (esid		3/4		nect		ing		ímo	
	on:	Outsi	de (City Re	esid	lential,	3/4	" Conr	nect	ion, us	ing	; 3kgal/	ímo	onth
Assumpti	on:	Outsi 720-21	de (City Re Y21-22	esid	lential, Y22-23	3/4	" Conr Y23-24	nect	ion, us Y24-25	ing	g 3kgal/ Y25-26	ímo	onth Y26-27
Assumpti Water	on: FY	Outsio 720-21 3,000	de (F	City Re Y21-22 3,000	esid F	lential, Y22-23 3,000	3/4 F	" Conr Y23-24 3,000	r F	ion, us Y24-25 3,000	ing F	; 3kgal/ Y25-26 3,000	ímo F	onth Y26-27 3,000
Assumpti <u>Water</u> Base Rate	on: FY \$	Outsie 720-21 <u>3,000</u> 9.45	de (F	City Re Y21-22 <u>3,000</u> 10.40	rsid F	lential, 1Y22-23 3,000 10.60	3/4 F	" Conr Y23-24 <u>3,000</u> 10.70	F	ion, us Y24-25 <u>3,000</u> 10.90	ing F	3kgal/ Y25-26 <u>3,000</u> 11.25	ímo F	onth Y26-27 <u>3,000</u> 11.50
Assumpti Water Base Rate Vol. Rate	on: FY \$ \$	Outsic (20-21 <u>3,000</u> 9.45 4.60	de (F \$ \$	City Re Y21-22 <u>3,000</u> 10.40 5.60	sid F \$ \$	lential, Y22-23 3,000 10.60 5.95	3/4 F \$ \$	" Conr Y23-24 <u>3,000</u> 10.70 6.00	F F \$ \$	ion, us Y24-25 <u>3,000</u> 10.90 6.05	F F \$	3kgal/ Y25-26 <u>3,000</u> 11.25 6.10	ímc F \$ \$	onth Y26-27 <u>3,000</u> 11.50 6.15
Assumpti Water Base Rate Vol. Rate	on: FY \$ \$	Outsic (20-21 <u>3,000</u> 9.45 4.60	de (F \$ \$	City Re Y21-22 <u>3,000</u> 10.40 5.60	sid F \$ \$	lential, Y22-23 3,000 10.60 5.95	3/4 F \$ \$	" Conr Y23-24 <u>3,000</u> 10.70 6.00	F F \$ \$	ion, us Y24-25 <u>3,000</u> 10.90 6.05	F F \$	3kgal/ Y25-26 <u>3,000</u> 11.25 6.10	ímc F \$ \$	onth Y26-27 <u>3,000</u> 11.50 6.15
Assumpti Water Base Rate Vol. Rate Water Bill	on: F \$ \$ \$	Outsic (20-21) 3,000 9.45 4.60 23.25	de (F \$ \$	City Re Y21-22 <u>3,000</u> 10.40 <u>5.60</u> 27.20	sid F \$ \$	lential, Y22-23 3,000 10.60 5.95 28.45	3/4 F \$ \$	" Conr Y23-24 <u>3,000</u> 10.70 <u>6.00</u> 28.70	F F \$ \$	ion, us Y24-25 <u>3,000</u> 10.90 <u>6.05</u> 29.05	F F \$	3kgal/ Y25-26 <u>3,000</u> 11.25 6.10 29.55	ímc F \$ \$	onth Y26-27 <u>3,000</u> 11.50 6.15 29.95
Assumpti Water Base Rate Vol. Rate Water Bill Sewer	on: F \$ \$ \$	Outsic (20-21) 3,000 9.45 4.60 23.25 3,000	de (F \$ \$	City Re Y21-22 <u>3,000</u> 10.40 <u>5.60</u> 27.20 <u>3,000</u>	sid F \$ \$ \$	lential, Y22-23 3,000 10.60 5.95 28.45 3,000	3/4 F \$ \$	" Conr Y23-24 <u>3,000</u> 10.70 <u>6.00</u> 28.70 <u>3,000</u>	rect F \$ \$ \$	ion, us Y24-25 <u>3,000</u> 10.90 <u>6.05</u> 29.05 <u>3,000</u>	F F \$ \$	3,000 11.25 6.10 29.55 3,000	′mc F \$ \$	onth Y26-27 <u>3,000</u> 11.50 <u>6.15</u> 29.95 <u>3,000</u>
Assumpti Water Base Rate Vol. Rate Water Bill Sewer Base Rate	on: F \$ \$ \$ \$	Outsie 720-21 3,000 9.45 4.60 23.25 3,000 10.90	de (F \$ \$ \$	City Re Y21-22 <u>3,000</u> 10.40 <u>5.60</u> 27.20 <u>3,000</u> 12.00	sid F \$ \$ \$	lential, Y22-23 3,000 10.60 5.95 28.45 3,000 12.10	3/4 F \$ \$ \$	" Conr Y23-24 <u>3,000</u> 10.70 <u>6.00</u> 28.70 <u>3,000</u> 12.50	F F \$ \$ \$ \$	ion, us Y24-25 <u>3,000</u> 10.90 <u>6.05</u> 29.05 <u>3,000</u> 13.25	ing F \$ \$ \$	3kgal/ Y25-26 <u>3,000</u> 11.25 <u>6.10</u> 29.55 <u>3,000</u> 13.25	'mc F \$ \$ \$	onth Y26-27 3,000 11.50 6.15 29.95 3,000 13.25
Assumpti Water Base Rate Vol. Rate Water Bill Sewer Base Rate Vol. Rate	on: FY \$ \$ \$ \$	Outsic (20-21) 3,000 9.45 4.60 23.25 3,000 10.90 7.60	de (F \$ \$ \$ \$ \$	City Re Y21-22 3,000 10.40 5.60 27.20 3,000 12.00 8.52	sid F \$ \$ \$ \$	lential, Y22-23 3,000 10.60 5.95 28.45 3,000 12.10 8.75	3/4 F \$ \$ \$ \$	" Conr Y23-24 <u>3,000</u> 10.70 <u>6.00</u> 28.70 <u>3,000</u> 12.50 <u>8.75</u>	s \$ \$ \$ \$ \$ \$	ion, us Y24-25 <u>3,000</u> 10.90 <u>6.05</u> 29.05 <u>3,000</u> 13.25 <u>9.00</u>	ing F \$ \$ \$ \$	3,000 11.25 6.10 29.55 3,000 13.25 9.50	/mc F \$ \$ \$ \$ \$	onth Y26-27 3,000 11.50 6.15 29.95 3,000 13.25 9.75

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Mr. Murr presented the following rate assumptions depicting average inside and outside commercial billing rates based on 2" connections at 15,000 gallons per month usage:

Assumpti	on	: Inside	Ci	ity Com	m	ercial, 2	2" (Connec	tio	n, using	g 1:	5kgal/n	nor	nth
	F	Y20-21	F	Y21-22	F	FY22-23	F	FY23-24	F	Y24-25	F	FY25-26	F	Y26-27
Water		15,000		15,000		15,000		15,000		15,000		15,000		15,000
Base Rate	\$	14.04	\$	15.67	\$	16.66	\$	17.34	\$	20.92	\$	22.29	\$	23.93
Vol. Rate	\$	3.17	\$	4.00	\$	4.41	\$	4.62	\$	4.84	\$	5.08	\$	5.35
Water Bill	\$	61.59	\$	75.67	\$	82.81	\$	86.64	\$	93.52	\$	98.49	\$	104.18
Sewer		15,000		15,000		15,000		15,000		15,000		15,000		15,000
Base Rate	\$	19.35	\$	21.55	\$	21.73	\$	22.45	\$	23.79	\$	23.55	\$	22.96
Vol. Rate	\$	5.07	\$	5.68	\$	5.83	\$	5.83	\$	6.00	\$	6.33	\$	6.50
Sewer Bill	\$	95.35	\$	106.75	\$	109.23	\$	109.95	\$	113.79	\$	118.55	\$	120.46
TOTAL	\$	156.94	\$	182.42	\$	192.04	\$	196.59	\$	207.31	\$	217.04	\$	224.64
										7				
Assumpti	on	: Outsi	de	City Co	m	mercial	, 2	" Conne	ecti	ion, usi	ng	15kgal	/m	onth
	F	Y20-21	F	Y21-22	F	Y22-23	F	Y23-24	F	Y24-25	F	Y25-26	F	Y26-27
Water		15,000		15,000		15,000		15,000		15,000		15,000		15,000
Base Rate	\$	20.35	\$	21.94	\$	22.49	\$	22.54	\$	26.15	\$	26.75	\$	27.52
Vol. Rate	\$	4.60	\$	5.60	\$	5.95	\$	6.00	\$	6.05	\$	6.10	\$	6.15
Water Bill	\$	89.35	\$	105.94	\$	111.74	\$	112.54	\$	116.90	\$	118.25	\$	119.77
Sewer		15,000		15,000		15,000		15,000		15,000		15,000		15,000
	\$	29.03	\$	32.32	\$	32.59	\$	33.67	\$	35.69	\$	35.32	\$	34.44
Base Rate					φ.	075	\$	8.75	\$	9.00	\$	9.50	\$	9.75
Base Rate Vol. Rate	\$	7.60	\$	8.52	\$	8.75	φ	0.75		9.00		,		
	\$ \$	7.60 143.03	\$ \$	8.52 160.12	\$ \$	8.75 163.84	۰ \$	164.92	\$	170.69	\$	177.82	\$	180.69
Vol. Rate							-							180.69
Vol. Rate							-							180.69 300.46

Permits & Fees

Mr. Murr discussed permits and fees for CCTV Inspections and said there is a revenue projection of \$198,000 due to planned developments in FY22. Mr. Murr stated the historical average water tap fee revenues are \$319,756 and the historical average sewer tap fee revenues are \$71,394. City Manager Connet discussed intricacies of the system, growth and pending NCDOT projects with City Council Members. City Council Member Jeff Miller recalled prior drought restrictions and said the projects are critical.

Financial Overview

Assistant Manager Pahle provided actual and estimated revenues for FY20 stating staff projected within a 2% margin of the actual revenues. City Council Members praised staff for their diligence in preparing accurate figures for the budget. Assistant Manager Pahle discussed the City's Fund Balance stating the total FY20 General Fund balance is \$8.5M, an increase of \$1.18M over the prior fiscal year.

Ad Valorem Taxes

Assistant Manager Pahle discussed Ad Valorem Taxes and said property values have increased 1.3% and stated a \$0.03 tax rate increase per \$100 is recommended in the FY22 budget bringing the rate to \$0.52. Assistant Manager Pahle stated the increase will generate approximately \$588,000 in real/personal property and \$42,000 for motor vehicles.

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Sales Tax

Assistant Manager Pahle discussed Sales Tax revenue and said FY21 actuals averaged +16.1% over FY20 or \$765,000 and said this figure could rise higher when disbursements are made over the next few months. Assistant Manager Pahle clarified this is an elastic revenue source but said overall this revenue source was performing well.

Revaluation

Assistant Manager Pahle stated revaluation rates for the city outperformed all other municipalities in the county, even with other jurisdictions raising their rates and discussed revaluation tax rate changes as follows:

- County | -\$0.004
- County Fire Districts | +\$0.115 (collectively)
- Saluda | +\$0.02
- Flat Rock | +\$0.02
- Mills River | +\$0.01
- Laurel Park | +\$0.005
- Main St. | -\$0.02
- 7th Ave. | +\$0.05
- FY21 Tax Values Increase the most in Mills River and Henderson County

Assistant Manager Pahle presented information on sales tax and stimulus and discussed increased disposable income spending stating this is a driver of increased sales tax revenues. Council Member Dr. Jennifer Hensley discussed contraction of the market and expressed concerns of future revenues. City Manager John Connet stated he has directed staff not to begin any new development projects for a twelve-month period to anticipate and evaluate revenues when the market settles. Assistant Manager Pahle discussed prior epidemic responses describing recovery rates and summarized budgeting 5% sales tax increase is prudent.

Personnel & Benefits – Retirement

Assistant Manager Pahle summarized personnel and benefits reminding everyone the SAFER Grant expires this year.

- Personnel & Benefits | +10%
 - Salary Increases (Market 7.0% | Merit 1.0% 2.5%)
 - Retirement Contribution (11.35% | 12.1% LEOs)
 - Dependent Coverage Increase (75% Coverage)
 - SAFER Increases
 - New Positions
 - 2 Police Officers, 1 Diversity, Equity, and Inclusion HR Coordinator, 1 Risk Manager, 1 Purchasing Administrator, 1 Property Maintenance Worker, and 1 Part-Time Administrative Assistant for the Fire Department

Operating Costs

Assistant Manager Pahle summarized operating costs and stated special appropriations have been removed in anticipation of the American Rescue Plan (ARP) funding.

<u>Capital</u>

Assistant Manager Pahle summarized capital expenditures reminding everyone Project Wheel will have an impact on the difference between the FY21 budget and the FY22 budget of \$1.2M.

Debt Service

Assistant Manager Pahle summarized debt service as follows:

- Debt Service | +21.4% or +\$305k
 - PD Headquarters Interim Financing | +\$192k
 - PD Headquarters Full Loan | +\$93,895
 - Fire Engine #3 Purchase | +\$70k
 - Vehicle Loan FY22 | +\$110k

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Fund Balance

Assistant Manager Pahle discussed the importance of increasing fund balance recalling 25% goal which is built into the strategic plan. Assistant Manager Pahle discussed projects under construction and discussed future needs stating the city will need additional revenue going into the FY24-25 to cover future debt service. He stated diligence on capital project costs and recommendations to recoup revenue at revaluation will be critical moving forward and outlined requirements and sources as depicted below:

Revenue Requirements and Sources							Ratio	Tracker	4.500
						Minimum	25%		15%
10	11	12	13	14	15	17	18	19	20
	Revenue	Targeted Tax	Add'l Increase	Actual Tax	Tax Increase		a % of	Amount Above	
FY	Required for DS	Increase	Required for DS	Increase	Revenues	Unassigned FB	Expenditures	(Under) Policy	D/S to Op. Exp.
Total	1,009,524	6.00	3.33	6.00					
2020	120,818		0.58	-	-	5,949,067	35.6%	1,244,777	6.0%
2021	113,276		0.54	-	-	6,057,063	35.4%	1,091,689	6.4%
2022	226,028	3.00	-	3.00	-	6,315,104	32.4%	746,454	6.9%
2023	-	3.00	-	3.00	636,234	5,784,123	27.5%	(221,081)	9.0%
2024	401,075		1.62	-	1,291,554	5,077,365	21.8%	(1,569,862)	14.2%
2025	6,748		0.03	-	1,485,288	3,819,315	15.7%	(3,104,533)	13.8%
2026	141,580		0.56	-	1,500,144	2,258,175	9.0%	(4,916,973)	14.0%
2027	-		-	-	1,515,144	455,962	1.8%	(6,906,613)	13.4%
2028	-		-	-	1,530,294	1,216,524	4.6%	(6,332,645)	12.6%
2029	-		-	-	1,836,354	1,620,062	5.9%	(6,153,258)	12.3%
2030	-		-	-	1,854,720	1,844,739	6.6%	(6,154,495)	11.8%

Assistant Manager Pahle discussed fund balance percentages potentially dropping below the recommended rates established by the Local Government Commission (LGC) in future years and said it is unknown if they will respond favorably. He stated the LGC has been more active in municipal finance and said staff are prepared to put a plan together to request an exception. City Manager John Connet clarified the City is in very good financial shape and recalled City Council's priority of being financially sustainable and said this is why staff presents this information. Assistant City Manager Pahle discussed potential cost saving opportunities with projects but cautioned it is dependent on growth, project costs and the market. Council Members Smith and Hensley expressed concerns of continued increases in property taxation and Dr. Hensley inquired regarding a quarter cent sales tax option. Assistant City Manager Pahle stated there are local bills circulating in the Legislature at this time and said a quarter cent sales tax generates six pennies on the tax rate. Council Members agreed to pursue interest in this option to equally distribute the burden on taxpayers and service users.

Main Street and Seventh Ave. Fund

Assistant Manager Pahle stated there is a recommended \$0.02 tax decrease to the Main Street MSD Fund to bring the MSD funds closer together. He stated any changes to Seventh Avenue will be proposed after projects are completed in that area. Assistant Manager stated the largest costs of these funds were for contracted services.

Customer Impact

Assistant Manager Pahle discussed the total monthly customer impacts as depicted below:

Monthly Customer Impacts	Property Value	Prop. Tax	Sanitation	Stormwater	Water	Sewer	Total (monthly)
Resident	250,000	6.25	3.50	0.00	3.40	2.56	15.71
Business	500,000	12.50	2.00	21.00	5.06	3.78	44.34
Business (Main St.)	500,000	4.17	2.00	21.00	5.06	3.78	36.01

- Proposed Changes for FY22
- \$0.03 Tax Increase
- \$0.02 Tax Decrease (Main St.)
- Sanitation Increase | \$3.50 (residential)
- Stormwater Increase | \$21.00 \$35.87 (non-residential)
- Water Increase | Base \$0.91 | Vol. \$0.73 per 1,000
- Sewer Increase | Base \$0.73 | Vol. \$0.61 per 1,000

Council Member Dr. Jennifer Hensley stated she believes these figures illustrate the costs of services continuing to rise and the impacts on families and business in the city and said this the prime reason to support a quarter cent sales tax option.

BUDGET WORKSHOP/RETREAT	MAY 7, 2021	VOLUME 25	PAGE 129	Section 5, Item A.
,	,		-	

Being no further discussion, the workshop was recessed at 11:29 a.m. for lunch and reconvened at 1:15 p.m. with all members present.

C. Special Presentation – Chuck Edwards, North Carolina Senator

Senator Chuck Edwards presented The Order of the Long Leaf Pine Society Award to retired Community Development Director, Susan Frady. The Order of the Long Leaf Pine award is presented to persons who have made significant contributions to the state and their communities through their exemplary service and exceptional accomplishments. Persons named to The Order become North Carolina "Ambassadors" with their names and award dates recorded on a Roster maintained by The Order of the Long Leaf Pine Society. The City of Hendersonville recognizes the significant contributions Ms. Frady has made over her career and extend thanks and appreciation to her for her efforts.

3. <u>ADJOURN</u>

There being no further discussion, the meeting was adjourned at 1:24 p.m. upon unanimous assent of the Council.

ATTEST:

Barbara G. Volk, Mayor

Angela L. Reece, City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr

MEETING DATE: June 3rd, 2021

AGENDA SECTION: CONSENT

DEPARTMENT: Administration

TITLE OF ITEM: Budget Amendments June 2021 – Adam Murr, Sr. Analyst

SUGGESTED MOTION(S):

I move to approve budget amendments 06032021-01, 06032021-02, 06032021-03, 06032021-04, 06032021-05, and 06032021-06, as presented.

SUMMARY:

- 01. An end-of-year budget amendment to clean up General Fund accounts.
 - a. No change to the bottom-line.
- 02. An end-of-year budget amendment to clean up Water and Sewer Fund accounts. a. Increase \$168,910.
- 03. An end-of-year budget amendment to clean up Stormwater Fund accounts. a. Increase \$13,480.
- 04. An end-of-year budget amendment to clean up Environmental Service Fund accounts. a. Increase \$5,340.
- 05. An end-of-year budget amendment to clean up Health and Welfare Fund accounts. a. Increase \$60,000.
- 06. An amendment for the Mud Creek Dump Investigation grant project. a. Increase \$21,000

BUDGET IMPACT: N/A

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

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

ATTACHMENTS:

Budget Amendment Forms: 06032021-01 – General Fund 06032021-02 – Water and Sewer Fund 06032021-03 – Stormwater Fund 06032021-04 – Environmental Service Fund 06032021-05 – Health and Welfare Fund 06032021-06 – Mud Creek Dump Investigation Project

Form Number - 06032021-01

BUDGET AMENDMENT

010

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
010-1001-540001	Special Appropriations	26,000	-
010-1002-502055	Retiree Insurance	6,000	-
010-1002-519104	Prof Services-Engring	-	10,000
010-1002-524020	R & M - Equipment	-	3,000
010-1002-531210	Permits, License And Fees	2,500	-
010-1002-531215	Dues & Subscriptions	1,000	-
010-1002-531220	Travel	-	7,500
010-1002-531225	Training	-	7,500
010-1002-539005	Health And Welfare Expenditures	49,000	-
010-1005-501001	Salaries - Regular	23,500	-
010-1005-501002	Salaries - Board/ Part Time/Temp/Aux	1,000	-
010-1005-502001	Fica Tax Expense	1,750	-
010-1005-502050	Retirement Expense	3,000	-
010-1005-519102	Prof Services-Legal	-	1,500
010-1005-519200	Contract Services	1,500	-
010-1005-521001	Supplies & Materials	1,000	-
010-1005-531210	Permits, License And Fees	250	-
010-1005-531215	Dues & Subscriptions		1,000
010-1005-531220	Travel	-	4,000
010-1005-531225	Training	-	2,500
010-1005-534000	Non-Capital Equipment	-	2,000
010-1008-501001	Salaries - Regular		6,000
010-1008-531220	Travel	-	5,000
010-1008-531225	Training	-	4,000
010-1014-501001	Salaries - Regular	-	10,000
010-1014-523003	Utilities - Telephone & Internet	3,500	-
010-1014-524030	R & M - Trucks	2,500	-
010-1014-531100	Fuel	1,750	-
010-1014-531210	Permits, License And Fees	15,000	-
010-1014-531215	Dues & Subscriptions	-	2,000
010-1014-531225	Training	-	1,750
010-1014-554001	Capital Outlay - Equipment/Other Than Vehicles	5,000	-
010-1200-501001	Salaries - Regular	-	25,000
010-1200-502055	Retiree Insurance	2,500	
010-1200-519104	Prof Services-Engring	-	10,000
010-1200-519200	Contract Services	-	5,000
010-1200-531220	Travel	-	4,000
010-1200-531225	Training	-	4,000
010-1300-501001	Salaries - Regular	_	30,000

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010-1300-519200	Contract Services	30,000	
010-1300-531220	Travel	-	5,000
010-1300-531225	Training	-	2,500
010-1300-532400	Miscellaneous	1,000	<u> </u>
010-1400-501001	Salaries - Regular)=	70,500
010-1400-502050	Retirement Expense	12,500	
010-1400-519104	Prof Services-Engring	-	15,000
010-1400-519200	Contract Services	15,000	-
010-1400-521110	Protective Clothing	-	16,000
010-1400-554001	Capital Outlay - Equipment/Other Than Vehicles	16,000	-
010-1502-531210	Permits, License And Fees	5,000	-
010-1521-521001	Supplies & Materials	6,000	=
010-1521-534000	Non-Capital Equipment	12,500	-
010-1523-523001	Utilities - Electricity	-	10,000
010-1523-524010	R & M - Bulidings	12,500	-
010-1535-524010	R & M - Bulidings	7,500	-
	TOTAL REVENUES		· · · · · ·
FUND 010	TOTAL EXPENDITURES	264,750	264,750

An end of FY20-21 amendment for the General Fund to clean-up accounts.

City Manager

City Clerk

Approved:

5-24-2 Date

Date

FISCAL YEAR 2021 Form Number - 06032021-02

BUDGET AMENDMENT

060

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
060-0000-430001	Miscellaneous Sales	-	120
060-0000-430003	Rental Income - Non Taxable	1,200	_
060-0000-430501	Water Sales - General	70,000	-
060-0000-430502	Water Sales - Miscellaneous	15,000	-
060-0000-430701	Sewer Charges	-	380,000
060-0000-430702	Sewer Septic Tank Disposal	60,000	
060-0000-444201	Water Sewer Late Fees	120,000	-
060-0000-444202	Disconnect Reconnect Admin Fee	70,000	
060-0000-444900	Brightwater Fees	30,000	
060-0000-445201	Sewer Billing Service Charges		10,500
060-0000-445202	Sewer Surcharges	150,000	: ÷
060-0000-445401	Water Tap Fees	10,325	_
060-0000-450001	Interest Income	-	8,000
060-0000-460001	Miscellaneous Income	6,500	-
060-0000-460090	¢ontributions Donations	15,695	
060-0000-460130	Warranty Fees - Service Partners	18,810	
060-1008-501001	Salaries - Regular	-	10,000
060-1008-501002	Salaries - Board/ Part Time/Temp/Aux	-	5,000
060-1008-501010	Salaries - Overtime	2,000	
060-1008-519200	Contract Services	1,000	-
060-1008-531215	Dues & Subscriptions		1,000
060-1008-531220	Travel		3,000
060-1008-531240	Uncollectible Accounts	2,000	
060-1008-531245	Cash Short/Over	60	_
060-1008-531260	Credit Card Processing Fees	10,000	
060-1008-532400	Miscellaneous	_	1,000
060-1008-554001	Capital Outlay - Equipment/Other Than Vehicles	_	1,000
060-1010-501001	Salaries - Regular	40,000	-
060-1010-501010	Salaries - Overtime	610	-
060-1010-502001	Fica Tax Expense	1,000	-
060-1010-519200	Contract Services	_	17,500
060-1010-521001	Supplies & Materials		2,500
060-1010-521010	Office Supplies	_	2,000
060-1010-531215	Dues & Subscriptions		150
060-1014-521001	Supplies & Materials	_	770
060-1014-523003	Utilities - Telephone & Internet		5,000
060-1014-524020	R & M - Equipment	-	400
060-1014-524030	R & M - Trucks		700
060-1014-531210	Permits, License And Fees		30,000

			Section 5
060-1521-501001	Salaries - Regular	10,000	
060-1521-501012	Salaries - Standby Pay	100	-
060-1521-519200	Contract Services	-	4,000
060-1523-523001	Utilities - Electricity	2,000	-
060-7002-501002	Salaries - Board/ Part Time/Temp/Aux	3,000	-
060-7002-501025	Salaries - Uniform/Taxab	400	
060-7002-502055	Retiree Insurance	7,000	-
060-7002-519200	Contract Services	-	20,000
060-7002-523001	Utilities - Electricity	-	5,000
060-7002-523003	Utilities - Telephone & Internet	-	1,000
060-7002-523004	Cellphone Stipend	2,000	-
060-7002-524010	R & M - Bulidings	2,000	-
060-7002-531210	Permits, License And Fees	-	2,000
060-7002-531215	Dues & Subscriptions	6,500	-
060-7002-531270	Employee Assist Prog	-	1,000
060-7002-531275	Tuition Reimbursement	-	2,000
060-7002-531280	Employee Events		1,000
060-7002-532255	Safety Program	_	1,000
060-7002-551000	Capital Outlay - Land, Easements, Row	3,400	
060-7032-501001	Salaries - Regular	5,000	
060-7032-501002	Salaries - Board/ Part Time/Temp/Aux	1,000	
060-7032-501002	Salaries - Overtime	1,000	2,000
060-7032-502055	Retiree Insurance	6,000	2,000
	Contract Services		
060-7032-519200		8,000	
060-7032-521001	Supplies & Materials	-	10,000
060-7032-523001	Utilities - Electricity		16,000
060-7032-524020	R & M - Equipment		85,000
060-7032-531100	Fuel	-	5,000
060-7032-531210	Permits, License And Fees	4,000	-
060-7032-531220	Travel	-	2,500
060-7032-531225	Training	-	2,000
060-7032-531600	Lease/Rental - Equipment	-	5,000
060-7032-534000	Non-Capital Equipment	8,000	-
060-7032-554001	Capital Outlay - Equipment/Other Than Vehicles	-	140,000
060-7035-501001	Salaries - Regular	36,000	
060-7035-501010	Salaries - Overtime		10,000
060-7035-501011	Salaries - Holiday Pay	-	10,000
060-7035-501025	Salaries - Uniform/Taxab	2,000	-
060-7035-502055	Retiree Insurance	20,000	-
060-7035-502091	Worker's Comp Ins	80	-
060-7035-519205	Sludge Management	-	20,000
060-7035-523001	Utilities - Electricity	2,000	-
060-7035-531210	Permits, License And Fees	300	-
060-7035-534000	Non-Capital Equipment	3,500	-
060-7035-551000	Capital Outlay - Land, Easements, Row	-	15,000
060-7035-552001	Capital Outlay - Buildings		15,000
060-7035-553000	Capital Outlay - Land Improvements	15,000	20,000

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Section	5,	Item	в

060-7050-501010	Salaries - Overtime		Section 5
060-7050-501012	Salaries - Standby Pay	8,000	-
060-7050-501012	Salaries - Uniform/Taxab	8,000	
060-7050-501025	Retiree Insurance	2,000	
060-7050-523003		10,000	-
	Utilities - Telephone & Internet	7,000	
060-7050-524030	R & M - Trucks	2,500	-
060-7050-524099	R & M - Indirect Charges	1,500	-
060-7050-531215	Dues & Subscriptions	500	
060-7050-531605	Lease/Rental - Building/Land	100	
060-7050-551000	Capital Outlay - Land, Easements, Row	400	-
060-7055-501001	Salaries - Regular	15,000	
060-7055-501010	Salaries - Overtime	2,000	-
060-7055-501012	Salaries - Standby Pay	4,000	<u> </u>
060-7055-501025	Salaries - Uniform/Taxab	6,000	
060-7055-502001	Fica Tax Expense	1,000	
060-7055-502005	Group Med & Life Ins	21,000	-
060-7055-502050	Retirement Expense	1,000	-
060-7055-521001	Supplies & Materials	85,500	-
060-7055-523003	Utilities - Telephone & Internet	4,000	-
060-7055-524030	R & M - Trucks	90	-
060-7055-531700	Liab & Prop Ins & Bonds	1,000	_
060-7055-555002	Capital Outlay - Lines	-	30,000
060-7132-501001	Salaries - Regular	2,000	
060-7132-501012	Salaries - Standby Pay	3,000	_
060-7132-519104	Prof Services-Engring	50	
060-7132-523001	Utilities - Electricity	55,000	
060-7132-523003	Utilities - Telephone & Internet	9,000	
060-7132-524010	R & M - Bulidings	2,000	
060-7132-524020	R & M - Equipment	500	
060-7132-524030	R & M - Trucks	7,000	
060-7132-531100	Fuel	10,000	
060-7132-531700	Liab & Prop Ins & Bonds	10,000	
060-7135-501001	Salaries - Regular	39,000	
060-7135-501010	Salaries - Overtime	200	
060-7135-501025	Salaries - Uniform/Taxab	300	
060-7135-519205	Sludge Management	15,000	
060-7135-521001	Supplies & Materials	10,000	
060-7135-521010	Office Supplies		
060-7135-531220	Travel	1,000	
060-7135-554001	Capital Outlay - Equipment/Other Than Vehicles		2,000
060-7150-501010	Salaries - Overtime		32,000
060-7150-501010	Salaries - Standby Pay	1,200	
		15,000	-
060-7155-501012	Salaries - Standby Pay	1,200	-
060-7155-501025	Salaries - Uniform/Taxab	100	-
060-7155-521001	Supplies & Materials	66,330	-
060-7155-524020	R & M - Equipment	25,000	
060-7155-524030	R & M - Trucks	45,000	-

Section 5, Item B.

060-7155-531225	Training	5,000	-
060-7155-554001	Capital Outlay - Equipment/Other Than Vehicles	-	10,000
	TOTAL REVENUES	567,530	398,620
FUND 060	TOTAL EXPENDITURES	697,430	528,520

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Philo Manager

<u>5-24-2</u> Date

City Clerk

Date

FISCAL YEAR 2021

Form Number - 06032021-03

BUDGET AMENDMENT

067

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
Account Nomber	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
067-0000-430901	Stormwater Fee	12,475	111 114 ° 🖬
067-0000-447000	Stormwater Permits	1,005	100 C La 14
067-7555-501001	Salaries - Regular	5,000	i to 🛥
067-7555-519104	Professional Services - Engineering	8,480	-
FUND 067	TOTAL REVENUES	13,480	
TOND 007	TOTAL EXPENDITURES	13,480	-

An end of FY20-21 amendment for the Stormwater Fund to clean-up accounts.

City Manager

5-24-2/ Date

City Clerk

Date

FISCAL YEAR 2021 Form Number - 06032021-04

BUDGET AMENDMENT

068

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
068-0000-430803	Solid Waste Disposal Tax	5,340	-
068-0900-560500	Debt Interest	1,200	-
068-7855-531500	Tipping Fees	4,140	-
FUND 068	TOTAL REVENUES	5,340	-
	TOTAL EXPENDITURES	5,340	-

An end of FY20-21 amendment for the Environmental Services Fund to clean-up accounts.

anager

5-24-2/ Date

City Clerk

Date

BUDGET AMENDMENT

080

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
080-0000-435001	H&W Charges	49,000	-
080-0000-470900	Fund Balance Appropriated	11,000	-
080-3101-519200	Contract Services	60,000	
	TOTAL REVENUES	60,000	-
FUND 080	TOTAL EXPENDITURES	60,000	-

An end of FY20-21 amendment for the Health and Welfare Fund to clean-up accounts.

City Manager

v

City Clerk

Approved:

Section 5, Item B. FISCAL YEAR 2021

Form Number - 06032021-05

5-21 Date

Date

FISCAL YEAR 2021 Form Number - 06032021-06

BUDGET AMENDMENT

301

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
301-0000-450110-16021	Reimbursements	21,000	-
301-1014-519104-16021	Professional Services Engineering	21,000	-
FUND 301	TOTAL REVENUES	21,000	1.
FUND SUT	TOTAL EXPENDITURES	21,000	-

An amendment for the Mud Creek Dump Investigation grant project. The City anticipates reimbursement funds for continued site investigation.

CityManager

City Clerk

5-242 Date

Date



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Lew Holloway, Community Development Director	MEETING DATE:	June 3, 2021
AGENDA SECTION:	CONSENT AGENDA	DEPARTMENT:	Community Development
TITLE OF ITEM:	Special Event: July Fourth Festiv Development Director	al and Fireworks – Le	w Holloway, Community

SUGGESTED MOTION(S):

I move that City Council resolve to approve the special event permit for the July Fourth Celebration.

SUMMARY:

The July Fourth Festival and Fireworks is proposed to be held on Sunday, July 4, 2021, from 4pm-10pm on Main Street between Second Avenue and Caswell Street. The event is jointly sponsored by Henderson County Tourism Development Authority and Henderson County Parks and Recreation. The request includes the closure of Main Street for activities including bounce houses, food trucks, and live music at both the Old Courthouse and Visitors Center stage. Additionally, the request includes a daylong closure of the South Grove Street lot, from which fireworks will begin at 9pm. The Special Events Committee has reviewed this event application and recommend approval as presented.

BUDGET IMPACT: NA

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

If no, describe how it will be funded.

ATTACHMENTS:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Brian Pahle	MEETING DATE:	June 3 rd , 2021
AGENDA SECTION:	Consent	DEPARTMENT:	Administration
TITLE OF ITEM:	Technology Strategic Plan – Bria	n Pahle, Assistant Cit	y Manager
SUGGESTED MOTIC	N(S):		

I move that City Council adopt the *Resolution by the City of Hendersonville City Council to Adopt the Hendersonville Technology Strategic Plan* as presented.

SUMMARY:

The City's Technology Committee began the process of developing a strategic plan in October of 2020. Through various meetings, input sessions, and reviews, the Committee is happy to present the final version of the plan for adoption by City Council. The Committee will continue utilizing the document to guide technology decision making and to set their strategic goals moving forward. A copy of our plan and goal setting outline is attached.

BUDGET IMPACT: \$N/A

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

Resolution by the City of Hendersonville City Council to Adopt the Hendersonville Technology Strategic Plan

Technology Strategic Plan

Priority Setting Guide

Resolution #__-

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ADOPT THE HENDERSONVILLE TECHNOLOGY STRATEGIC PLAN

WHEREAS, the City of Hendersonville Technology Committee has completed a strategic planning process;

WHEREAS, this planning process resulted in a strategic plan to guide the City in its future information technology endeavors for the next three (3) to five (5) years; and

WHEREAS, it is a responsible and proactive approach to pursue strategic planning processes to guide future decisions and initiatives; and

WHEREAS, staff and the Technology Committee will work to advance this plan through an annual workplan;

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

1. The City of Hendersonville Technology Strategic Plan is adopted as presented.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June, 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



City of Hendersonville IT Strategic Plan

Vision

The City of Hendersonville leverages smart, strong, secure, integrative, and innovative technology to make informed and transparent decisions, increase citizen engagement, empower its staff, and improve ease and reliability of service delivery.

Principles

Although technology evolves rapidly, these principles will guide and ground us as we enhance the City's IT system.

- **Mobile access and multiple options**: Residents can interact with the City without physical interaction if they choose. However, to be as accessible as possible, both old and new models will be available (ex: paying a utility bill online vs. coming into City Hall).
- Ease of use for staff and citizens: Technology is intuitive and user-friendly; it allows staff and citizens to easily accomplish what they need to. Systems are simple and allow for greater participation in the government process.
- Staff has the tools and training to do their job well: City employees feel empowered to use technology. We work as a team across departments to create IT solutions that enhance the experience of all.
- Secure and resilient systems: Cybersecurity and resiliency are top priorities. With redundant systems, staff and residents can be assured of business continuity in the event of a breach or emergency.
- Forward-looking and always re-evaluating: In a rapidly changing world and market, we stay informed about emerging technologies and continuously assess how we can utilize technology to improve governance and service delivery. The City is considered innovative and adaptable. We take proactive and creative approaches to problemsolving.
- Using technology to deliver services and understand needs: We leverage technology to learn what our residents and customers want and deliver on our promises in an effective and efficient manner.
- **Transparency**: The City uses technology and data to make informed decisions while avoiding unnecessary "data overload" so that it is clear to citizens that public resources are being put to good use. The City is a responsible steward of taxpayer resources and the implementation of technology.
- **Respect and Support**: We value and respect each other, our community, and our vendors as we strive for an IT system that best serves Hendersonville.





Current Context

This chart provides an overview of how different aspects of the City's technology are currently managed.

Software	VC3 (an IT Manage Service Provider that contracts with the City
	of Hendersonville) manages VOA (Virtual Office Advantage – our
	primary way of accessing our systems) and works with vendors
	for some business applications. However, City departments
	manage other areas. For example, service agreements, SCADA,
	access and door controls, audio/visual technology, and business
	applications.
Training	VC3 may pass along resources but does not conduct formal
	training. They are currently curating and compiling training
	resources, and the second phase of this initiative would be
	proactive, including webinars and Q&A sessions. The City works
	with vendors and within departments for training on business
	applications.
Database administration	City staff maintains data throughout departments/business
	applications.
Maintenance and repair	The Police Department manages some of their maintenance and
	repair, along with the Fire Department. The City handles its
	hardware replacement for City-owned equipment. VC3 will
	troubleshoot City-owned items and will work with vendors for
	business-critical items.
Security	VC3 and the City work in tandem to maintain security.
Network	VC3 manages the City's network and maintains critical network
	infrastructure.
Other infrastructure	City manages telephones, cabling (with vendors), cell phones
	and tablets, access control, cameras
IT consulting	VC3 has subject-matter expertise and acts as a "Tech Czar" and
_	works with City staff on best practices, alignment of technology
	to the City's needs and applications of technology, as well as
	developing the technology budget.
IT support	VC3 manages helpdesk support for VOA and SA (Service
	Advantage – our support agreement with VC3), but business
	applications are handled on a case-by-case basis. Individuals
	from different departments which deeper knowledge of their
	specific business applications serve as resources when questions
	or problems arise.
City website	City staff is in charge of the day-to-day updating of content. VC3
_	developed the site and set up the content management systems.





They also manage any major changes, hosting, archiving, analytics, and updates.

Future Trends

These trends and challenges may impact the way the City of Hendersonville operates its technology and will be considered as the City makes decisions and explores new initiatives over the next few years.

Community/External Trends:

- As an impact of COVID-19, there is an increasingly apparent need for dependable Internet access as more business, teaching, and healthcare services are conducted virtually.
- Models of work and citizen engagement may change. The City may adopt hybrid models of virtual and in-person engagement.
- There is a nationwide trend of increasing mistrust in government.
- Hendersonville has an influx of new residents from all over the country, many of whom may be used to different ways of interacting with their local government.
- People expect that they should be able to do everything online. At the same time, the City needs to be able to "meet people where they're at" in relation to technology, offering options where residents are already comfortable.
- Internet of Things (IOT) means that there are more connected devices present in homes, businesses, and the community at large.
- An increase in the number of emergencies will mean that emergency response, disaster recovery, and business continuity plans are of the utmost importance.
- ADA accessibility will always be an important consideration.
- The public expects more services while keeping costs down.
- There is increased attention and focus on the value of diversity and inclusion.

Organization/Internal Trends:

- A workplace with modern technologies and systems will improve employee recruitment and retention.
- Retaining and recruiting talent will be challenging if salaries are unable to keep up with cost-of-living demands.
- More of our work will be mobile.
- Workers depend on having reliable hardware (cameras, microphones, etc.) for virtual meetings.
- There are always going to be multiple potential solutions, but the City will need to choose a path and stick with it in order to create a stable workspace.
- Data transparency and performance indicators are critical for trust and accountability.





Strategic Focus Areas and Priorities

To be successful over the next few years, here are some major initiatives that the City should explore:

Build a Safe and Resilient IT System

Hendersonville will face increasing security issues ranging from ransomware to targeting of infrastructure. Technology used throughout the City is to be secure and able to continue operating even in the event of a crisis, breach, or power outage. We mitigate our risk of such events to the best of our ability.

- Strengthen awareness and training about technology and security
 - Users are up-to-date on how to best, and safely, use technology.
- Establish, and test, a disaster recovery/business continuity plan for technology
 - In case of an emergency or security breach, how exactly would the City work to continue operations?
- Implement Advanced Endpoint Detection tools
- **Continue to invest in networking equipment**, as part of an ongoing five-year investment plan
- Establish a clear electronic usage policy for City employees that will encompass internal control (e.g., sharing passwords verbally rather than via email)

Create a Coordinated Approach to IT Solutions

City staff and consultant partners are aligned on how to best use technology.

- **Hire an IT Director** who will direct IT projects and work with staff and consultants to explore potential applications of technology and stays abreast of emerging tools and solutions
- **Continue utilizing the City's relationship with VC3** as a knowledge base to provide strong infrastructure and other critical resources
- Develop an understanding of City user roles and needs
- Explore creating a position for an in-house "Power User/Business Application Czar" who is a subject-matter expert and can ensure business applications are being effectively utilized
- Explore creating a position for an in-house database administrator who understands systems across departments and breaks down silos to help the City streamline data across applications and improve general data intelligence





Develop a Culture of Ownership, Innovation, and Collaboration

City staff feel invested in the City's technology plan and consistently work together to improve their use of systems and tools.

- **Build a culture of ownership** around the City's technology vision so that staff feel involved in how the vision becomes a reality
 - o Establish departmental champions
- Establish the tech committee as a representative voice of City staff that are educated about our technology solutions
- Improve clarity around communication channels
 - How should staff best use channels like email, video conferencing, file management and sharing, chat platforms, and other software applications to effectively communicate with one another?
- Employees communicate with each other about best practices in IT, helping each other learn and improve, and understand how changes affect others

" Provide Easy, Transparent, and Effective Options for Community Access and Engagement

The City leverages technology to offer improved, and multiple, ways of participating in government. These tools are easily understood by the public and help increase citizen engagement.

- Expand the City's public Wi-Fi
- Support policies, practices, and organizations that result in the betterment of broadband access within the community
- Use and promote easily accessible tools and channels to meet residents where they are at and increase participation in government
- Continue to streamline processes and expand online options for service delivery requests while maintaining more traditional options like in-person and phone
- Empower citizens and increase transparency by making government information and processes available online (examples: municode for agendas/minutes/records, citizen reporter app, development project information)
- Continue to offer and improve virtual meeting access for public meetings





Hendersonville Technology Committee

Annual Work Plan FY21-22

Objective

Create a working plan to fulfill the priority areas of the City's IT Strategic Plan.

Vision

The City of Hendersonville leverages smart, strong, secure, integrative, and innovative technology to make informed and transparent decisions, increase citizen engagement, empower its staff, and improve ease and reliability of service delivery.

Structure & Schedule

The Technology Committee will work in teams of four to develop, monitor, and implement the focus areas of the IT Strategic Plan. Pat Spampinato will serve as liaison to each team and attend all meetings. The full committee will meet quarterly starting July 2021. Each team will report on their focus area at each meeting and share direction in accomplishing an annual workplan. Team leaders will be responsible for setting sub-committee meetings.

May – June 2021

• Teams develop their annual workplan for FY22

July 7th, 2021 at 10:00am

- First Tech. Committee meeting
- Teams report on annual workplan and share direction for year

July – September 2021

• Team meetings and workplan implementation

October 6th, 2021 at 10:00am

• Tech. Committee meeting

October – December 2021

• Team meetings and workplan implementation

December 8th, 2021 at 11:30am

• Tech. Committee Holiday Lunch

January 5th, 2022 at 10:00am

• Tech. Committee meeting

January – March 2022

• Team meetings and workplan implementation

April 6th, 2022 at 10:00am

• Tech. Committee meeting

May 25th, 2022

• Report on Accomplishments to City Council

May – June 2022

• Teams develop their annual workplan for FY23



SMART Goal Setting Framework

The SMART framework is a performance management strategy to create accountability in working towards achieving a goal. SMART stands for:

- S Specific
- M Measurable
- A Achievable
- R Results-Based
- T Time Bound

In developing each team's workplan please make sure to check all your goals for this framework. This will ensure success in developing your plan.

Some examples are presented below:



Priority 1

- Strengthen awareness and training about technology and security
 - o Goal 1
 - Understand which employees are prone to phishing attempts by developing a program to test, and report on those who are more likely to click on a phishing attempt by February 2022.
 - o Goal 2
 - Develop a reporting system to understand who is most at-risk for phishing attempts and implement training for specific users by June 2022.



- Employees communicate with each other about best practices in IT, helping each other learn and improve, and understand how changes affect others
 - o Goal 1
 - Develop an annual "City Technology Fare" day where departments showcase how they are using technology in the field and share ideas with one another on November 15th, 2021.

These are just examples of the type of goal. Notice how for each one you can identify specifically what the goal is (ex. "Develop a reporting system"), you can measure the result (ex. Was a system developed or not?), you can determine if it is achievable, you can see that it is results-based (ex. Results in training for those at-risk employees), and is time-bound (ex. Aiming to implement by June 2022). Using this framework will keep your workplan focused and achievable for the year. Goals can be as intricate or simple as makes sense. The overall goal is that we are working to accomplish our priorities.

A template for developing and reporting goals is provided as an appendix.

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Team 1 – Build a Safe and Resilient IT System

- Angela Reece (Lead)
- Jay Heatherly
- Garrett DeMoss
- Jesse lvens

${m >}$ Build a Safe and Resilient IT System

Hendersonville will face increasing security issues ranging from ransomware to targeting of infrastructure. Technology used throughout the City is to be secure and able to continue operating even in the event of a crisis, breach, or power outage. We mitigate our risk of such events to the best of our ability.

- Strengthen awareness and training about technology and security
 - Users are up-to-date on how to best, and safely, use technology.
- Establish, and test, a disaster recovery/business continuity plan for technology
 - In case of an emergency or security breach, how exactly would the City work to continue operations?
- Implement Advanced Endpoint Detection tools
- **Continue to invest in networking equipment**, as part of an ongoing five-year investment plan
- Establish a clear electronic usage policy for City employees that will encompass internal control (e.g., sharing passwords verbally rather than via email)



Team 2 – Create a Coordinated Approach to IT Solutions

- Ashley Staton (Lead)
- Brent Detwiler
- Brian Pahle
- Ricky Levi

m

Create a Coordinated Approach to IT Solutions

City staff and consultant partners are aligned on how to best use technology.

- **Hire an IT Director** who will direct IT projects and work with staff and consultants to explore potential applications of technology and stays abreast of emerging tools and solutions
- **Continue utilizing the City's relationship with VC3** as a knowledge base to provide strong infrastructure and other critical resources
- Develop an understanding of City user roles and needs
- Explore creating a position for an in-house "Power User/Business Application Czar" who is a subject-matter expert and can ensure business applications are being effectively utilized
- Explore creating a position for an in-house database administrator who understands systems across departments and breaks down silos to help the City streamline data across applications and improve general data intelligence



Team 3 – Develop a Culture of Ownership, Innovation, and Collaboration

- Jeremy Poss (Lead)
- Tracey Cox
- Justin Ward
- Lew Holloway

Develop a Culture of Ownership, Innovation, and Collaboration

City staff feel invested in the City's technology plan and consistently work together to improve their use of systems and tools.

- **Build a culture of ownership** around the City's technology vision so that staff feel involved in how the vision becomes a reality
 - Establish departmental champions
- Establish the tech committee as a representative voice of City staff that are educated about our technology solutions
- Improve clarity around communication channels
 - How should staff best use channels like email, video conferencing, file management and sharing, chat platforms, and other software applications to effectively communicate with one another?
- Employees communicate with each other about best practices in IT, helping each other learn and improve, and understand how changes affect others



Team 4 – Provide Easy, Transparent, and Effective Options for Community Access and Engagement

- Allison Justus (Lead)
- Travis Penland
- Tammy Ledford
- Jamie Carpenter

Provide Easy, Transparent, and Effective Options for Community Access and Engagement

The City leverages technology to offer improved, and multiple, ways of participating in government. These tools are easily understood by the public and help increase citizen engagement.

- Expand the City's public Wi-Fi
- Support policies, practices, and organizations that result in the betterment of broadband access within the community
- Use and promote easily accessible tools and channels to meet residents where they are at and increase participation in government
- Continue to streamline processes and expand online options for service delivery requests while maintaining more traditional options like in-person and phone
- Empower citizens and increase transparency by making government information and processes available online (examples: municode for agendas/minutes/records, citizen reporter app, development project information)
- Continue to offer and improve virtual meeting access for public meetings





Appendix A – Goal Setting Template Team 1

Build a Safe and Resilient IT System

	 Strengthen awareness and training about technology and
Priority 1	security
• Goal 1 -	
• Goal 2 -	Establish, and test, a disaster recovery/business continuity
Priority 2	plan
• Goal 1 -	
Priority 3	Implement Advanced Endpoint Detection tools
• Goal 1 -	
Priority 4	Continue to invest in networking equipment
• Goal 1 -	
Priority 5	Establish a clear electronic usage policy
• Goal 1 -	

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Appendix B – Goal Setting Template Team 2

Create a Coordinated Approach to IT Solutions

Priority 1	• Hire an IT Director
• Goal 1 -	
• Goal 2 -	
Priority 2	Continue utilizing the City's relationship with VC3
• Goal 1 -	
Priority 3	Develop an understanding of City user roles and needs
• Goal 1 -	
	Explore creating a position for an in-house "Power
Priority 4	User/Business Application Czar"
• Goal 1 -	
	Explore creating a position for an in-house database
Priority 5	administrator
• Goal 1 -	

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Appendix C – Goal Setting Template Team 3

Develop a Culture of Ownership, Innovation, and Collaboration

Priority 1	Build a culture of ownership
• Goal 1 -	
• Goal 2 -	
	Establish the tech committee as a representative voice of City
Priority 2	staff
• Goal 1 -	
Priority 3	Improve clarity around communication channels
• Goal 1 -	
	Employees communicate with each other about best practices in IT, helping each other learn and improve, and understand
Priority 4	how changes affect others
• Goal 1 -	



Appendix D – Goal Setting Template Team 4

Provide Easy, Transparent, and Effective Options for Community Access and Engagement

Priority 1	 Expand the City's public Wi-Fi
• Goal 1 -	
• Goal 2 -	Support policies, practices, and organizations that result in the
Priority 2	betterment of broadband access
• Goal 1 -	
Priority 3	Use and promote easily accessible tools and channels
• Goal 1 -	
	Continue to streamline processes and expand online options
Priority 4	for service delivery requests
• Goal 1 -	
	Empower citizens and increase transparency by making
Priority 5	government information and processes available online
• Goal 1 -	
	Continue to offer and improve virtual meeting access for
Priority 6	public meetings
• Goal 1 -	



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Alex Norwood	MEETING DATE:	06/03/2021	
AGENDA SECTION:	Consent	DEPARTMENT:	Administration	
TITLE OF ITEM:	Grant Funding for American Resc	cue Plan – Adam Murr	r, Sr. Analyst	
SUGGESTED MOTION(S):				

I move City Council adopt a resolution: (1) accepting American Rescue Plan grant funds from the State government of North Carolina, and (2) authorizing the City Manager to execute agreements and expend American Rescue Plan funds on behalf of the City Council.

SUMMARY:

The American Rescue Plan Act of 2021 provides grant funding for projects that relate directly to COVID-19 recovery efforts. The City of Hendersonville has received \$4,141,000 in grant funds from the American Rescue Plan. This agenda item accepts the funding from the State of North Carolina and authorizes the City Manager to expend funds on behalf of the City Council in a manner that meets grant fund requirements.

An additional agenda item has been prepared to create a Grant Project Ordinance (GPO) for the American Rescue Plan Project. The budget ordinance establishes a \$1,400,000 line item for Council to expend over four years (through December 31, 2024) for non-profit grants. The budget ordinance also appropriates the remaining \$2,741,000 for transfers to projects and initiatives that meet the legal requirements of the grant funds.

BUDGET IMPACT: \$4,141,000

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

If no, describe how it will be funded. This project will be funded through the grant funds provided by the American Rescue Plan of 2021.

ATTACHMENTS:

Fund acceptance and City Manager Authorization (Resolution)

Resolution #____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENTS AND EXPEND AMERICAN RESCUE PLAN FUNDS ON BEHALF OF THE CITY COUNCIL

WHEREAS, the North Carolina General Assembly has enacted Chapter 160A of the North Carolina General Statutes; and

WHEREAS, NCGS 160A-17.1 authorizes local governments to make contracts for and to accept grants-in-aid and loans from the federal and State governments and their agencies for constructing, expanding, maintaining, and operating any project or facility, or performing any function, which such city or county may be authorized by general law or local act to provide or perform; and

WHEREAS, the City Council may delegate authority to the City Manager or another employee to execute any necessary agreements on behalf of the City Council; and

WHEREAS, American Rescue Plan funds will remain available through December 31, 2024; and

WHEREAS, the City is carefully considering how to best appropriate the grant funds for maximum benefit to the community; and

WHEREAS, there are certain conditions imposed on the allowable expenditure of grant funds, limiting expenditures to areas including: public health, addressing negative economic impacts, replacing lost revenues, providing premium pay for essential workers, and investing in water, sewer, and broadband infrastructure;

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

- 1. The City of Hendersonville accepts the ARP funds granted by the State government of North Carolina and agrees to comply with conditions imposed by the grant, and applicable federal, state and laws in carrying out the grant.
- 2. Except where prohibited by ARP grant requirements, or state or federal laws, the City Manager is authorized to make and enter into contracts on behalf of the City to expend the grant funds received for the following:
 - a. Projects authorized by City Council through the adoption of a capital project ordinance;
 - b. Special appropriations to third party entities carrying out a public purpose in amounts as directed by City Council;
 - c. As otherwise directed or authorized by a vote of the City Council.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3^{rd} day of June 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Adam Murr	MEETING DATE:	06/03/2021
AGENDA SECTION:	Consent	DEPARTMENT:	Administration
TITLE OF ITEM:	Grant Project Ordinance for the Sr. Analyst	American Rescue Plai	n Project – Adam Murr,

SUGGESTED MOTION(S):

I move City Council adopt a grant project ordinance for the American Rescue Plan Project authorizing \$1,400,000 for City Council Special Appropriations and \$2,741,000 for transfers to projects and initiatives meeting legal requirements for funds.

SUMMARY:

The American Rescue Plan Act of 2021 provides grant funding for projects that relate directly to COVID-19 recovery efforts. The City of Hendersonville has received \$4,141,000 in grant funds from American Rescue Plan. This agenda item is a Grant Project Ordinance (GPO) for the American Rescue Plan Project. The budget ordinance establishes a \$1,400,000 line item for City Council to expend over four years (through December 31, 2024) for non-profit/special appropriation grants. The budget ordinance also appropriates the remaining \$2,741,000 for transfers to projects and initiatives that meet the legal requirements of the grant funds.

BUDGET IMPACT: \$4,141,000

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

If no, describe how it will be funded. This project will be funded through the grant funds provided by the American Rescue Plan of 2021.

ATTACHMENTS:

Grant Project Ordinance for the American Rescue Plan Project

Ordinance #____

GRANT PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE AMERICAN RESCUE PLAN PROJECT

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

Section 1: The project authorized is a City project described as the American Rescue Plan Project.

Section 2: The project will be complete in accordance with the requirements set by the American Rescue Act of 2021 grant requirements and all relevant North Carolina state statutes.

Section 3: The following amounts are appropriated for the project:

Account Codes		Account Name	Total Budget		
Fund	Dept.	Account	Project		
301	1002	540001	G2101	Council Special Appropriations	\$ 1,400,000
301	1002	598901	G2101	Transfers Out	\$ 2,741,000

Total Project Appropriation\$4,141,000

Section 4: The following revenues are anticipated to be available via grant proceeds:

Account Codes		Account Name	Total Budget		
Fund 1	Dept.	Account	Project		
301	0000	420050	G2101	Grant Revenue	\$4,141,000

Total Project Revenue	\$4,141,000
-----------------------	-------------

Section 5: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 6: Funds may be advanced from the General Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 7: 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 8: 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 9: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 3^{rd} day of June, 2021.

ATTEST:

Barbara G. Volk, Mayor

City Clerk

Approved as to form:

City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Alex Norwood, City Intern	MEETING DATE:	06/03/2021
AGENDA SECTION:	Consent	DEPARTMENT:	Admin
TITLE OF ITEM:	Fleetwood Infrastructure Assistant City Manager	Improvement Project Ord	inance - Brian Pahle,

SUGGESTED MOTION(S):

I move City Council adopt the Capital Project Ordinance for the Execution, Acquisition, Construction and Installation of the Fleetwood Infrastructure Improvement Project

SUMMARY:

The City of Hendersonville is planning on improving a water line in the Fleetwood neighborhood.

BUDGET IMPACT: \$1,400,000

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

If no, describe how it will be funded. This project will be funded using \$1,400,000 of existing reserves and transfers in.

ATTACHMENTS:

Capital Project Ordinance

Ordinance #____

CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE FLEETWOOD INFRASTRUCTURE IMPROVEMENT PROJECT

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

Section 1: The project authorized is a City project described as the Fleetwood Infrastructure Improvement Project.

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	7055	550103	21012	Capital Outlay CIP	\$1,400,000

Total Project Appropriation	\$1,400,000
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Section 3: The following revenues are anticipated to be available via grant proceeds:

PROJECT TO BE FUNDED USING \$1,400,000 OF EXISTING RESERVES AND TRANSFERS IN

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

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

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

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

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 3rd day of June, 2021.

ATTEST:

Barbara G. Volk, Mayor

City Clerk

Approved as to form:

City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Alex Norwood, City Intern	MEETING DATE:	06/03/2021
AGENDA SECTION:	Consent	DEPARTMENT:	Admin
TITLE OF ITEM:	Laurel Park Automated Meter In City Manager	nfrastructure Project -	Brian Pahle, Assistant

SUGGESTED MOTION(S):

I move City Council adopt the Capital Project Ordinance for the Execution, Acquisition, Construction and Installation of the Laurel Park Automated Meter Infrastructure Project

SUMMARY:

The City of Hendersonville Water and Sewer Department is planning on replacing water meters in Laurel Park.

BUDGET IMPACT: \$400,000

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

If no, describe how it will be funded. This project will be funded using \$400,000 of existing reserves and transfers in.

ATTACHMENTS:

Capital Project Ordinance

Ordinance #____

CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE LAUREL PARK AUTOMATED METER INFRASTRUCTURE PROJECT

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

Section 1: The project authorized is a City project described as the Laurel Park Automated Meter Infrastructure Project.

Account Codes		Account Name	Total Budget		
Fund	Dept.	Account	Project		
460	7055	550103	20011	Capital Outlay CIP	\$300,000
460	7055	550102	20011	Capital Outlay Services and Fees	\$100,000

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

Total Project Appropriation\$400,000

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

PROJECT TO BE FUNDED USING \$400,000 OF EXISTING RESERVES AND TRANSFERS IN

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

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

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

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

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 3^{rd} day of June, 2021.

ATTEST:

Barbara G. Volk, Mayor

City Clerk

Approved as to form:

City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Alex Norwood	MEETING DATE:	06/03/2021
AGENDA SECTION:	New Business	DEPARTMENT:	Administration
TITLE OF ITEM:	FS#1 RFQ Construction Manager	At Risk Selection – A	Adam Murr, Sr. Analyst

SUGGESTED MOTION(S):

I move the City Council adopt a Resolution directing the City Manager to negotiate a contract with Edifice General Contractors to provide construction manager at risk services, based on their review as most qualified firm to perform the work, and authorize the City Manager to negotiate with the next most qualified firm, based on the presented rankings, if the initial negotiations fail.

SUMMARY:

An agenda item directing the City Manager to negotiate a contract with Edifice General Contractors to provide construction manager at risk services as identified as the most qualified firm based on the City's RFQ process. Responses were due May 7th, 2021. Upon analysis of the recommendation of an RFQ review team, conversations with project references, and discussion with the project architect (ADW), the City ranked Edifice General Contractors as the highest scoring and ranking firm based on an average of all reviews. Firms Samet Corporation and Bobbitt were the next highest ranking, in order.

BUDGET IMPACT: TBD

Is this expenditure approved in the current fiscal year budget? To be funded by loan proceeds in future years.

If no, describe how it will be funded.

ATTACHMENTS:

Resolution

Scoring Sheet

Reference Check Summary

Architect Reference Summary

Resolution #____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO DIRECT THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH A SELECTED FIRM FOR THE FIRE STATION 1 AND PARK PROJECT

WHEREAS, the City of Hendersonville advertised a request for qualifications for construction manager at risk services for a Fire Station #1 and Park Project and;

WHEREAS, Edifice General Contractors was determined to have the highest aggregate score and was most frequently ranked as the highest firm by each reviewer; and

WHEREAS, firms Samet Corporation and Bobbitt were the next highest ranking firms, in order; and

WHEREAS, the City has completed appropriate due diligence work by contacting references for each of the top three scoring firms; and

WHEREAS, the City Council may authorize the City Manager to complete contract negotiations on the behalf of City Council for construction manager at risk services; and

WHEREAS, a contract for service is still to be established;

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

- 1. The City Manager is authorized to negotiate a contract for construction manager at risk services with Edifice General Contractors on behalf of City Council.
- 2. If negotiations fail, the City Manager is authorized to negotiate a contract with the next most qualified responsive firms, based on the rankings provided in the attached request for qualifications evaluation sheet.
- 3. The final negotiated agreement shall be presented to City Council for its approval.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

	3	1				2
EVALUATION CRITERIA	Bobbitt	Edifice	H&M	Harper	Hogan	Samet
 a. Reputation and quality (30 possible points) Experience with similar services of comparable size and complexity. Favorable responses from project references. 	25.8	28.3	16.8	23.0	25.8	27.5
b. Experience of proposed team (50 possible points)	46.3	46.5	33.0	36.3	44.5	46.0
Experience and technical qualifications. Experience of the project team providing service of similar scope. Defined org. structure and roles.						
c. Quality control (10 possible points)	8.3	9.0	3.8	8.8	8.3	9.0
Proper technology selected and available. Responsibilities and deliverables accurate. Response within 30 page limit. Adequacy of technical review process.						
d. Approach (10 possible points)	7.3	8.5	4.8	7.8	8.3	8.8
Proposed approach is innovative and effective.						

	SUB-TOTAL	87.5	92.3	58.3	75.8	86.8	91.3
	RANK	3.0	2.0	6.8	6.3	3.3	2.8
		3	1				2
		Bobbit	Edifice	H&M	Harper	Hogan	Samet
	a.	27	28	27	27	29	28
REVIEWER 1	b.	47	48	42	40	48	44
	с.	8	8	8	7	8	8
	d.	8	8	7	7	8	7
	SUB-TOTAL	90	92	84	81	93	87
	RANK	4	2	6	7	1	5
	a.	26	27	15	20	26	27
REVIEWER 2	b.	48	48	35	40	45	45
	с.	8	9	5	8	8	8
	d.	6	9	5	8	8	8
	SUB-TOTAL	88	93	60	76	87	88
	RANK	3	1	7	6	5	3
	a.	25	28	10	25	28	30
REVIEWER 3	b.	45	40	25	30	40	50
	с.	9	9	2	10	9	10
	d.	8	7	2	8	9	10
	SUB-TOTAL	87	84	39	73	86	100
	RANK	2	4	7	6	3	1
	a.	25	30	15	20	20	25
REVIEWER 4	b.	45	50	30	35	45	45
	с.	8	10	0	10	8	10
	d.	7	10	5	8	8	10
	SUB-TOTAL	85	100	50	73	81	90
	RANK	3	1	7	6	4	2

Section 5, Item I.

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RFQ Reference Process

Edifice

Reference 1 (Wilmore Centennial Park)

- 1. How well did they manage the budget that was presented for the project?
 - a. Very well
 - b. Underbudget
- 2. How well did they stay on the timeline that they presented before beginning the project?
 - a. They have stayed true to the timeline at this stage of the project
- 3. Were they easy to communicate with? How receptive were they to any concerns that were brought up throughout the process?
 - a. Very open and transparent
 - b. Pleasant
- 4. Did they meet the expectations you set for them at the beginning of the project?
 - a. They are currently meeting the expectations set
- 5. Did they seem to have a good relationship with the subcontractors they worked with?
 - a. Good relationship with subcontractors

Reference 2 (Pelham-Batesville Fire Station No. 1)

1. Attempted to contact on 05/19/2021 at 3:48pm but did not receive a response in a timely manner

<u>Samet</u>

Reference 1 (Sharon Elementary School)

- 1. How well did they manage the budget that was presented for the project?
 - a. Stayed on budget
- 2. How well did they stay on the timeline that they presented before beginning the project?
 - a. Finished 4 days late but they were approved by the school system so in their mind they finished on time
 - b. Very well
- 3. Were they easy to communicate with? How receptive were they to any concerns that were brought up throughout the process?
 - a. Very well
 - b. Communicated any potential problems before they happened
- 4. Did they meet the expectations you set for them at the beginning of the project?
 - a. Little rocky because it was their first relationship with them
 - b. Even though there were struggles due to COVID, they were still able to meet all expectations
- 5. Did they seem to have a good relationship with the subcontractors they worked with?
 - a. Very well
 - b. Did not lose any subcontractors

Reference 2 (Police Headquarters City of High Point)

- 1. How well did they manage the budget that was presented for the project?
 - a. Very well
- How well did they stay on the timeline that they presented before beginning the project?
 a. Stayed on the timeline even through COVID.
- 3. Were they easy to communicate with? How receptive were they to any concerns that were brought up throughout the process?
 - a. Very well
- 4. Did they meet the expectations you set for them at the beginning of the project?a. Met all expectations
- 5. Did they seem to have a good relationship with the subcontractors they worked with?
 - a. Excellent relationship

<u>Bobbit</u>

Reference 1 (Chatham Park Picnic Center)

- How well did they manage the budget that was presented for the project?
 a. Fantastic
- 2. How well did they stay on the timeline that they presented before beginning the project?
 - a. Stayed on timeline
- 3. Were they easy to communicate with? How receptive were they to any concerns that were brought up throughout the process?
 - a. Very good
- 4. Did they meet the expectations you set for them at the beginning of the project?
 - a. Met expectations.
- 5. Did they seem to have a good relationship with the subcontractors they worked with?
 - a. Very good

Reference 2 (Hoke County Agricultural Building)

1. Attempted to call on 05/19/2021 at 4:07pm but did not receive a response in a timely manner

RFQ Reference Process – ADW Referral Check

Edifice

- 1. How well does the firm adhere to the presented budgets for their projects?
 - a. Preconstruction budget/financial services are top-notch.
 - b. Very professional and experienced with managing guaranteed maximum prices.
 - c. Able to apply knowledge of materials/supplies market.
- 2. How well does the firm manage timelines as presented at the beginning of projects?
 - a. Manage timelines very well.
 - b. Don't rush projects because they want to ensure quality, but meet timelines.
- 3. Is the firm easy to communicate with? How receptive is the firm to managing feedback and addressing project concerns?
 - a. Very easy to communicate with, clear chain and contacts listed for different areas of expertise.
- 4. Does the firm meet set expectations and manage performance well?
 - a. Yes, they meet expectations set by the owner of the project.
- 5. Does the firm manage subcontractors well?
 - Edifice is consistently ranked among the highest general contracting firms and is very capable of managing subcontractors – they have a good history of sticking to safety programs, paying subcontractors on-time, and addressing concerns.

RFQ Reference Process – ADW Referral Check

Samet

- 1. How well does the firm adhere to the presented budgets for their projects?
 - a. Concerns over managing the budget/financials of projects in Greensboro, there were significant changes to project budgets and use of contingencies beginning at day 1 with site work and soils testing.
 - b. Budget changes may be political, but unlikely.
 - c. Preconstruction services were expensive and some preconstruction items appeared to be incorrect.
- 2. How well does the firm manage timelines as presented at the beginning of projects?
 - a. Hard to tell, their major projects are ongoing but seem to be on-target with timeline.
 - b. Other projects met close to or just above timeline.
- 3. Is the firm easy to communicate with? How receptive is the firm to managing feedback and addressing project concerns?
 - a. Samet would be easy to communicate with and capable of discussion on concerns with the City's team.
- 4. Does the firm meet set expectations and manage performance well?
 - a. Again, concerns over project budgeting and estimation.
- 5. Does the firm manage subcontractors well?
 - a. They are rated well among general contactors, although we are not sure exactly how high they rank.

RFQ Reference Process – ADW Referral Check

Bobbitt

- 1. How well does the firm adhere to the presented budgets for their projects?
 - a. Manage budget well, but mostly construct prefabricated facilities.
 - b. Budget for other projects is smaller than the proposed Fire Station 1 in Hendersonville.
- 2. How well does the firm manage timelines as presented at the beginning of projects?
 - a. Able to stay on timelines, no major concerns.
 - b. Project scopes are much different.
- 3. Is the firm easy to communicate with? How receptive is the firm to managing feedback and addressing project concerns?
 - a. Able to communicate effectively.
- 4. Does the firm meet set expectations and manage performance well?
 - a. Yes, but again, scope of projects completed by Bobbitt is different than the need of the City of Hendersonville for Fire Station 1.
- 5. Does the firm manage subcontractors well?
 - a. Yes, they are able to maintain good relationships and manage subcontractors but on a smaller scale.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Matthew Manley	MEETING DATE:	June 3, 2021		
AGENDA SECTION:	Consent Agenda	DEPARTMENT:	Community Development - Planning Division		
TITLE OF ITEM, Presenter Name, Title:	Street Closure: A portion of right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to PIN 9568-86- 855. Resolution of Intent (P21-32-SCL) – <i>Matthew Manley, Planning Manager</i>				
SUGGESTED MOTION(S):	I move that City Council a portion of unimproved righ Barnwell Street and S. Gro described in that deed reco Deed Book 657 at page 80 Ron & Maryann Merker an	nt-of-way lying within we Street located adja rded in the Hendersor 5, having PIN 9568-8	the intersection of E. cent to property County Registry in 6-855 as petitioned by		

SUMMARY:

The City has received an application from Ron & Maryann Merker to close a portion of unimproved right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to their property at 401 S Gove St (PIN 9568-86-855). A plat is included.

General Statue 160A-299 outline procedures and provides the City with authority for permanently closing streets and alleys. Whenever there is a proposal to permanently close any street or public alley, the City Council shall first adopt a resolution declaring its intent to close the street or alley and shall set a date for a public hearing. At this public hearing, any person may be heard on the question of whether the closing would be detrimental to the public interest or the property rights of any individual.

Because this area proposed for closure lies within an NCDOT right of way, NCDOT will have to consent before the closure is final. Staff has been in contact with NCDOT representatives who have verbally indicated they have no opposition to this request. Formal consent will be requested from NCDOT if the City Council approves the requested closure after the required public hearing on July 1, 2021.

The public hearing shall be set for July 1st, 2021.

PETITION NUMBER: P21-32-SCL

PETITIONER NAME: Ron & Maryann Merker

Section 5, Item J.

ATTACHMENTS:

- Resolution of Intent
- Right-of-Way Closure Plat
- Application
- Merker Deed
- Highway Right-of-Way Deed

RESOLUTION OF INTENT BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO CLOSE A PORTION OF AN UNIMPROVED RIGHT-OF-WAY LYING WITHIN THE INTERSECTION OF E. BARNWELL STREET AND S. GROVE STREET LOCATED ADJACENT TO PIN 9568-86-8555

WHEREAS, NC General Statute (G.S.) 160A-299 authorizes the City Council to close public streets and alleys; and

WHEREAS, Ronald and Maryann Merker, owners, have petitioned the City of Hendersonville City Council to close a portion of unimproved right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to property described in that deed recorded in the Henderson County Registry in Deed Book 657 at page 805, having PIN of 9568-86-855; and

WHEREAS, Ron P. Merker and wife, Maryann Merker granted a Deed for Highway Right-of-Way to the North Carolina Dept. of Transportation (NCDOT) pursuant to that deed recorded in the Henderson County Registry in Deed Book 1362 at page 430; and

WHEREAS, NCDOT has previously abandoned maintenance of the subject portion of the right-of-way requested for closure, but has not yet abandoned the right of way; and

WHEREAS, NC General Statute 160A-299 requires that City Council conduct a public hearing for the purpose of giving consideration to the petition; and

WHEREAS, At the public hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual; and

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

 City Council herewith calls a public hearing to be held at 5:45 p.m. (or as soon thereafter as it may be heard) on the 1st day of July 2021, in the Assembly Room of the City Operations Building at 305 Williams St to consider closing a portion of unimproved right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to PIN 9568-86-8555. Persons shall be allowed to attend and comment in person or via Zoom at the following address:

https://zoom.us/j/95746846396?pwd=YmlXdXdHcjRFVlM2VElqcEVwT1ZLZz09#success

Dial-in by phone: (646) 558-8656 Meeting ID: 957 4684 6396 Passcode: 28792

Written comments may be submitted prior to the public hearing on the City's webpage at <u>www.hendersonvillenc.gov/public-comment</u> or directly to the City Clerk, Angela Reece, <u>areece@hvlnc.gov</u> 160 6th Ave East, Hendersonville, NC 28792.

2. The legal description for the portion of the subject right-of-way proposed for closing is as follows:

Beginning on a new iron pin, said iron pin being located S83°40'00" E 24.33 feet and S 28°20'51" E 9.25 feet from a drill hole in concrete shown on SLIDE 9962 and being the North West corner of D.B. 657, PG. 805. From said beginning point along the edge of the existing asphalt parking area the following 10 calls: S71°52'15"E 5.04 feet to a new iron pin, thence S57°29'14"E 22.90 feet to a new iron pin, thence S42°56'51"E 7.90 feet to a new iron pin, thence S36°22'19"E 12.17 feet to a new iron pin, thence S18°45'11"E 9.40 feet to a new iron pin, thence S31°06'02"E 7.40 feet to a new iron pin, thence S18°45'11"E 5.81 feet to a new iron pin, thence S22°54'45"E 31.39 feet to an existing 5/8" iron pin. Thence N32°32'37"W 36.24 feet to a point, thence N31°37'17"W 21.09 feet to a point, thence N28°20'51"W 92.22 feet to a point, thence N28°20'51"W 5.79 feet to the point and place of beginning. Containing 0.034 Acres (1462.5 sq. ft) and being a portion of the right of way of the southwest side of the intersection of E Barnwell Street and S Grove Street.

The above-described portion of S. Grove St & E. Barnwell St right-of-way to be closed will also be shown on a plat to be recorded in the Henderson County Registry if approved by City Council.

- 3. At the close of the public hearing, it is the intent of City Council to close the proposed portion of the subject right-of-way, said closure to be effective upon the consent of the NCDOT to said closure.
- 4. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks.
- 5. The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of the Resolution of Intent.
- 6. The City Clerk is further directed to cause adequate notices of the Resolution of Intent and the scheduled public hearing to be prominently posted in at least two places along the portion of S. Grove St. and E. Barnwell St. proposed for closure as required by NC General Statute 160A-299.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June 2021.

Attest:

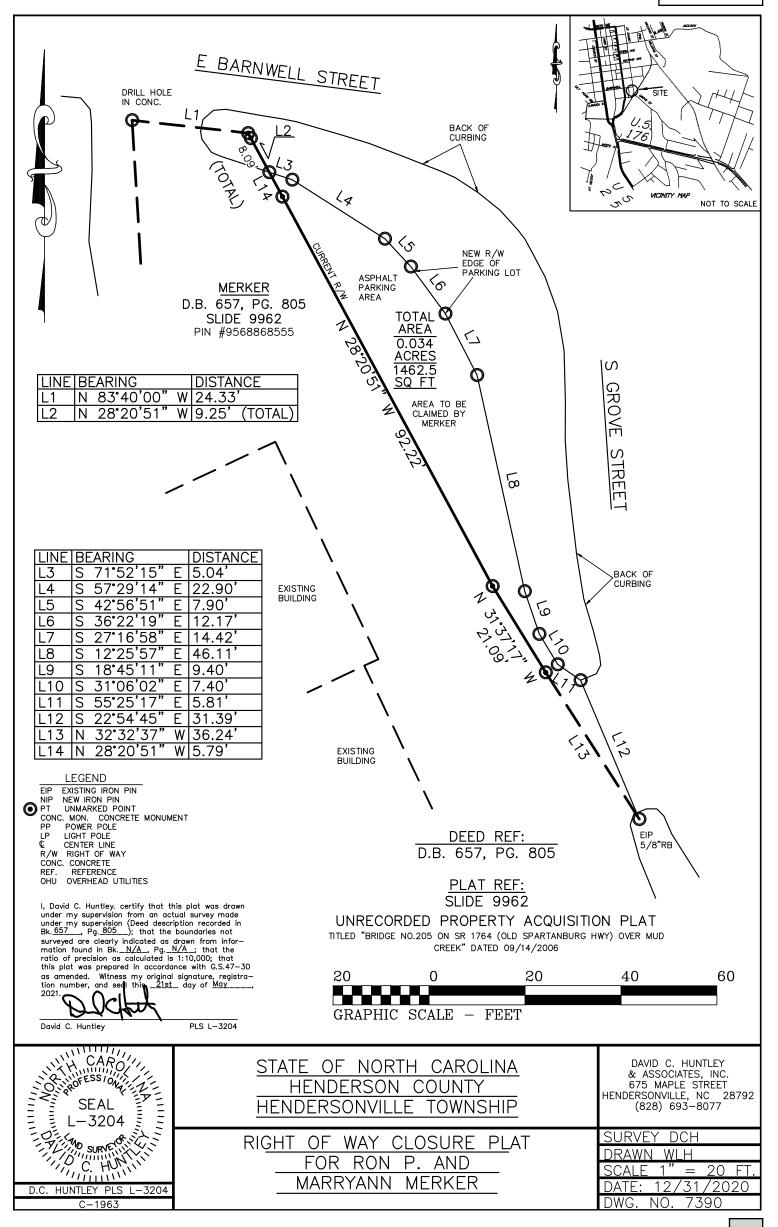
Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Section 5, Item J.



4/8/2021

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Petition to Permanently Close	a Street/Alley Section 5, Item
The following are required to constitute a complete application signature(s) of the property owner(s) adjoining the street of ownership of the property. A survey plat (8 1/2" x 11") of the to practice in the state of North Carolina. A typed boundary possible.	r alley. Appropriate fee. A copy of the deed indicating the property prepared by a registered surveyor licensed
Date:	Name of street/alley:
5-3-21	S. Grove St
List 10 digit PIN or 7 digit PID number:	
9568-86-8555	
Are you proposing to close a street or alley?	Are you closing all or a portion of the street/alley?
STREET ALLEY	
Upload or drag files here.	
Applicant Name: *	
First Ronald	Last Merker
Address	
Address Line 1 187 & Caswell S	t
Address Line 2	
City Hendersonville State NC	✓ Zip Code 28792
Phone	Email
828-697-7482	rmchrysler@gmail.com
Property Owner Name:	
First Ronald	Last Merker
Address	
Address Line 1 401 5. Grove St.	
Address Line 2	
City dendersonville State NC	► Zip Code 28792
Signature * Bondel P Werken	Printed Name: *
	Ronald P. Merker

https://www.cognitoforms.com/CityOfHendersonville4/PetitionToPermanentlyCloseAStreetAlley

ection 5, Item J 805 **Excise** Tax 3 Jam **CV3** MAY-3'85 P.B. 10749 Filed and recorded in the Register of Deeds Office for Henderson County, N. C. this 3 4<u></u>2 nai o'clock, r CO'F. Book 657 at r 1000 har An

Excise Tax 74.40	Recording Time, Book and Page				
Tax Lot No.					
Verified by County	y on the, day of, 19, 19				
by	* ************************************				
	· · ·				
This instrument was prepared by JAMES E. CREEKMAN	N.				
Brief description for the Index					
NORTH CAROLINA GE	NERAL WARRANTY DEED				
THIS DEED made this	, 19.85, by and between				
GRANTOR	GRANTEE				
D. O. THOMPSON, JR. and wife BRENDA U. THOMPSON	RON P. MERKER and wife MARYANN MERKER Box $\partial 93$ R+ 4				

CrabCree K Rd Hendersonville 28739

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.q. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

<u>Henderson</u> County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto and made a part hereof by reference.

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N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977. Printed by Agreement with the N.C. Bar Assoc.-1981.

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The property hereinabove described was acquired by Grantor by instrument recorded in

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TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

	J.J. Thompson, h. (SEAL)
,	(Corporate Name) D. O. THOMSPON, JR.
By:	(Bend (FADMOD) (SEAL)
	President BRENDA U. THOMPSON
ATTEST:	Sector (seal)
	Secretary (Corporate Seal)
SEAL-STAMP	NORTH CAROLINA, Henderson
	I, a Notary Public of the County and State aforesaid, certify that <u>0.0</u> Monpoon, <u>4</u> And <u>Blanda</u> . U. <u>Ahompson</u>
	personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
	hand and official stamp or seal, this 27 day of March
	My commission expires: Sapt: 29, 1926 Khonda & Hughed Notity, Marie
SEAL-STAMP	NORTH CAROLINA,County. I, a Notary Public of the County and State aforesaid, certify that
	y personally came before me this day and acknowledged that he is Secretary of
·	given and as the act of the corporation, the foregoing instrument was signed in its name by its
	9 President, sealed with its corporate seal and attested by as its as its Secretary.
	Witness my hand and official stamp or seal, thisday ofday, 19, 19,
	My commission expires: Notary Public
he foregoing Certificate(s)	» or Rhinda & Hughes
s/are-certified to be corre	ect. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the
fist page hereof.	Maisser of deeds for Araen county
yJ_J_J_Q_AL_	Deputy/Assistant - Register of Deeds
N.C. Bar Assoc. Form No. 3	© 1976, Revised 1977

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Printed by Agreement with the N.C. Bar Assoc.-1981.

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Exhibit A to deed from D. O. Thompson, Jr., and wife Brendd U. Thompson to Ron P. Merker and wife MaryAnn Merker, dated the 29th day of March, 1985.

BEING that property located in Hendersonville Township, Henderson County, North Carolina, and being more particularly described as follows:

BEING Lots 27, 28, 29, 30, 31, 32, 33 and 34 of the Marvin Sutherland Division as shown on the plat thereof recorded in the office of the Register of Deeds for Henderson County, North Carolina, in Deed Book 319, at Page 527, and being more particularly described under one consolidated boundary as follows:

BEGINNING at a stake at the point of intersection of the southern margin of the Barnwell Street sidewalk setback and the southwestern margin of the old Spartanburg Highway sidewalk setback, and running thence parallel with the southwestern margin of the old Spartanburg Highway the following courses and distances: South 33 deg. 06 min. East 111.1 feet; thence South 37 deg. East 28.2 feet; thence South 38 deg. East 28.2 feet; thence South 41 deg. 50 min. East 29.3 feet; thence South 47 deg. 15 min. East 47 feet to a stake at the point of intersection of the southwestern margin of the old Spartanburg Highway sidewalk setback and the northwestern margin of the Caswell Street sidewalk setback; and running thence parallel with the northwestern margin of Caswell Street (and parallel with the right of way of Transylvania Railway), South 33 deg. West 81 feet more or less to a stake, the same marking the northeast corner of Lot 26; thence with the northern line of said lot, South 81 deg. 30 min. West 122 feet more or less to a stake in the eastern margin of an unopened, 17-foot alley as shown on the aforementioned plat; thence with the eastern margin of said alley, North 11 deg. 51 min. East 26 feet, North 10 deg. 28 min. East 26.2 feet, North 7 deg. 41 min. East 25.2 feet, North 1 deg. 47 min. East 25.2 feet, North O deg. 08 min. West 25 feet, North 3 deg. 11 min. West 25 feet; North 6 deg. 12 min. West 25 feet; North 8 deg. 30 min. West 100 feet more or less to the southern margin of the Barnwell Street sidewalk setback; thence with the same, North 81 deg. 30 min. East 21 feet more or less to the Beginning.

BEING all of the property described in the deed from Elizabeth M. Israel, widow of Ben J. Israel, to D. O. Thompson, Jr., recorded in Deed Book 618, at Page 31, Henderson County Registry.

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Section 5. Item J.
DATE: 3-30-08 TIME: 4.00 P.M EXCISE TAX STAMP: 70 00
BOOK: 1362 PAGE: 430

Revenue Stamps \$ <u>'70.00</u> DE	ED FOR HIGHWAY RIGHT OF WAY
FR: HSChner THIS INSTRUMENT DRAWN BY	CHECKED BY
RETURN TO: NC Department of Teddy L. Greene 1594 E. Main Stre Sylva, NC 28779	
NORTH CAROLINA	STATE HIGHWAY PROJECT: MA14013B
COUNTY OF <u>Henderson</u> TAX MAP AND LOT	PARCEL NUMBER:MA14013B * ROUTE:SR1764
	made and entered into this theday of October20 07 r and wife, MaryAnn Merker

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the Department;

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ <u>\$35,000.00</u> agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in <u>Hendersonville</u> Township, <u>Henderson</u> County, North Carolina, which is particularly described as follows: **FEE SIMPLE RIGHT OF WAY DESCRIBED AS FOLLOWS**:

Beginning on a NCDOT Right-of-Way Monument, said Monument also being located on the existing western right-of-way of SR 1764 (Old Spartanburg Highway), and being more particularly located on said existing western right-of-way North 72°39'56" West 97.62 feet from NCDOT baseline control point stamped "BL-6" on the City of Hendersonville's Bridge Replacement Project #: MA14013B (Bridge No. 205 on SR 1764 (Old Spartanburg Hwy) over Mud Creek), and thence following said existing western right-of-way and running South 42°31'49" East 28.38 feet to a point; thence running South 47°56'49" East 47.00 feet to an existing iron pipe; thence running with the existing western right-of-way of Caswell Street South 32 *18'11" West 83.99 feet to an existing iron pipe on the southern property line; thence leaving said existing right-of-way and running with the southern property line South 81*55'20" West 9.64 feet to a NCDOT right-of-way monument and the beginning of a curve; thence along the arc of the curve to the left having an arc length of 10.69 feet, a radius of 65.00 feet, and a chord bearing and distance of North 06°50'55" East 10.67 feet to a NCDOT right-ofway monument; thence running North 02 '08'18" East 5.07 feet to a NCDOT right-of-way monument and the beginning of a curve; thence along the arc of the curve to the right having an arc length of 47.25 feet, a radius of 115.00 feet, and a chord bearing and distance of North 13°54'28" East 46.92 feet to a point and the beginning of a curve; thence along the arc of the curve to the right having an arc length of 9.70 feet, a radius of 115.00 feet, and a chord bearing and distance of North 28 °05'41" East 9.70 feet to a NCDOT right-of-way monument and the beginning of a curve; thence along the • آرابالا المناجب المراجب المستحد المسالح الأم المس

BY:		ANT ADDI WERKERY / VUMLING	VIWINASEAL)
D1	(President)	· //	
ATTEST:	(Secretary)		Section 5, Ite
Corporate Seal		DEPARTMENT OF TRANSPOR	TATION BY:
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	execution of the foregoing in	icial stamp or seal, this the $\frac{3}{2}$.	ℓ day of
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	l, and State, certify that personally came before me t of	a Notary Public for sai	
(Stamp/Seal)	a corporation, and that he/sh being authorized to do so, ex	ne, as xecuted the foregoing on behalf c icial stamp or seal, this the	
	My commission expires	Notary P	Jublia
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The foregoing Certificate(s) of				
is/are certified to be correct./This in	strument and this certi	ficate are duly reg	sistered on the	day of
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Revenue Stamps \$

a radius of 185.00 feet, and a chord bearing and distance of North 36 *31'32" West 23.38 feet to the point and place of beginning containing 2,413 square feet (0.055 Acres) according to a map prepared by TGS Engineers.

Acquired Right-of-Way Description #2:

Beginning on a NCDOT Right-of-Way Monument, said Monument also being located on the existing western right-of-way of SR 1764 (Old Spartanburg Highway), and being more particularly located on said existing western right-of-way North 72'39'56" West 97.62 feet from NCDOT baseline control point stamped "BL-6" on the City of Hendersonville's Bridge Replacement Project #: MA14013B (Bridge No. 205 on SR 1764 (Old Spartanburg Hwy) over Mud Creek), and thence following said existing western right-of-way and running North 42°31'49" West 0.92 feet to a point; thence running North 38'41'49" West 28.20 feet to a point; thence running North 37'41'49" West 7.11 feet to a point; thence running North 37°41'49" West 21.09 feet to a point; thence running North 34°25'23" West 92.22 feet to a point; thence running North 34°25'23" West 15.04 feet to a NCDOT right-of-way monument and the beginning of a curve, said monument being the true point and place of beginning; thence leaving said existing western right-of-way and running along the arc of the curve to the left having an arc length of 24.34 feet, a radius of 225.00 feet, and a chord bearing and distance of North 89'44'32" West 24.33 feet to a NCDOT right-of-way monument on the western property line; thence following the western property line and running North 08'15'07" West 2.45 feet to a point in the existing southern right-of-way of Barnwell Street; thence following said existing southern right-of-way and running North 82°59'34" East 21.32 feet to an existing iron pipe on the western right-of-way of SR 1764 (Old Spartanburg Highway); thence following said existing western right-of-way and running South 34°25'23" East 6.22 feet to the point and place of beginning containing 83 square feet (0.002 Acres) according to a map prepared by TGS Engineers.

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This temporary easement will revert to the Grantor upon completion of the Project <u>Temporary Construction Easement #1:</u>

Beginning on a NCDOT Right-of-Way Monument, said Monument also being located on the existing western right-of-way of SR 1764 (Old Spartanburg Highway), and being more particularly located on said existing western right-of-way North 72*39'56" West 97.62 feet from NCDOT baseline control point stamped "BL-6" on the City of Hendersonville's Bridge Replacement Project #: MA14013B (Bridge No. 205 on SR 1764 (Old Spartanburg Hwy) over Mud Creek), and thence leaving said existing western right-of-way and running along the arc of a curve to the left having an arc length of 23.39 feet, a radius of 185.00 feet, and a chord bearing and distance of South 36'31'32" East 23.38 feet to a NCDOT rightof-way monument and the beginning of a curve; thence along the arc of the curve to the right having an arc length of 38.72 feet, a radius of 31.40 feet, and a chord bearing and distance of South 04 °48'47" East 36.31 feet to a NCDOT right-of-way monument and the beginning of a curve; thence along the arc of the curve to the left having an arc length of 9.70 feet, a radius of 115.00 feet, and a chord bearing and distance of South 28°05'41" West 9.70 feet to a point; thence running North 13°42'09" East 22.32 feet to a point; thence running North 40°21'57" West 47.04 feet to a point; thence running North 15*57'52" West 35.68 feet to a point on the existing western right-of-way of SR 1764 (Old Spartanburg Highway); thence following said existing western right-of-way and running South 37 '41'49" East 7.11 feet to a point; thence running South 38 °41'49" East 28.20 feet to a point; thence running South 42°31'49" East 0.92 feet to the point and place of beginning containing 821 square feet (0.019 Acres) according to a map prepared by TGS Engineers.

Temporary Construction Easement #2:

Beginning on a NCDOT Right-of-Way Monument, said Monument also being located on the existing western right-of-way of SR 1764 (Old Spartanburg Highway), and being more particularly located on said existing western right-of-way North 72'39'56" West 97.62 feet from NCDOT baseline control point stamped "BL-6" on the City of Hendersonville's Bridge Replacement Project #: MA14013B (Bridge No. 205 on SR 1764 (Old Spartanburg Hwy) over Mud Creek), and thence following said existing western right-of-way and running North 42°31'49" West 0.92 feet to a point; thence running North 38°41'49" West 28.20 feet to a point; thence running North 37 °41'49" West 7.11 feet to a point; thence running North 37°41'49" West 21.09 feet to a point; thence running North 34 °25'23" West 92.22 feet to the true point and place of beginning; thence leaving said existing western right-of-way and running South 88'29'38" West 30.91 feet to a point on the western property line; thence following the western property line and running North 08°15'07" West 13.46 feet to a NCDOT right-of-way monument and the beginning of a curve; thence running along the arc of the curve to the right having an arc length of 24.34 feet, a radius of 225.00 feet, and a chord bearing and distance of South 89°44'32" East 24.33 feet to a NCDOT right-of-way monument on the existing western right-of-way of SR 1764 (Old Spartanburg Highway); thence following said existing western right-of-way South 34°25'23" East 15.04 feet to the point and place of beginning containing 362 square feet (0.008 Acres) according to a map prepared by TGS Engineers.

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Henderson _____ County Registry in Deed Book _____ 657 ____ Page __805

which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belon. Section 5, Item J. DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and the section of the se

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions:

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Brent Detwiler	MEETING DATE:	June 3, 2021
AGENDA SECTION:	CONSENT	DEPARTMENT:	Engineering
TITLE OF ITEM, Presenter Name, Title:	Utility Extension Agreement for the Arcadia Views Development – <i>Brent Detwiler, City Engineer</i>		
SUGGESTED MOTION(S):	I move that City Council adopt the Resolution to authorize the City Manager to execute the Utility Extension Agreement for the Arcadia Views Development as presented and recommended by staff.		

SUMMARY:

The Arcadia Views Development located off US 64 in the Town of Laurel Park proposes to extend the City's water distribution and sewer collection systems to serve said development. The attached Utility Extension Agreement (UEA) outlines the water and sewer 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: 17118

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Arcadia Views Development

Resolution

Map showing Arcadia Views parcel

Resolution #____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH WXZ RESIDENTIAL GROUP/ARCADIA ONE, LLC FOR THE ARCADIA VIEWS DEVELOPMENT

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

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

WHEREAS, the Developer extends public water and 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 process; and

WHEREAS, WXZ Residential Group/Arcadia One, LLC, the "Developer" and "Owner" will enter into a Utility Extension Agreement with the City to provide water service to the Arcadia Views Development.

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

- 1. The Utility Extension Agreement with WXZ Residential Group/Arcadia One, LLC, the "Developer" and "Owner" to provide water and sewer service to the Arcadia Views Development (the "Agreement") is approved as presented.
- 2. City Manager is authorized to execute the Agreement on behalf of the City of Hendersonville.
- 3. The City Manager is authorized to approve and execute any amendments to the Agreement as may be requested by the Developer or Owner in the future, provided such amendments do not impose any new financial obligations on the party of the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June 2021.

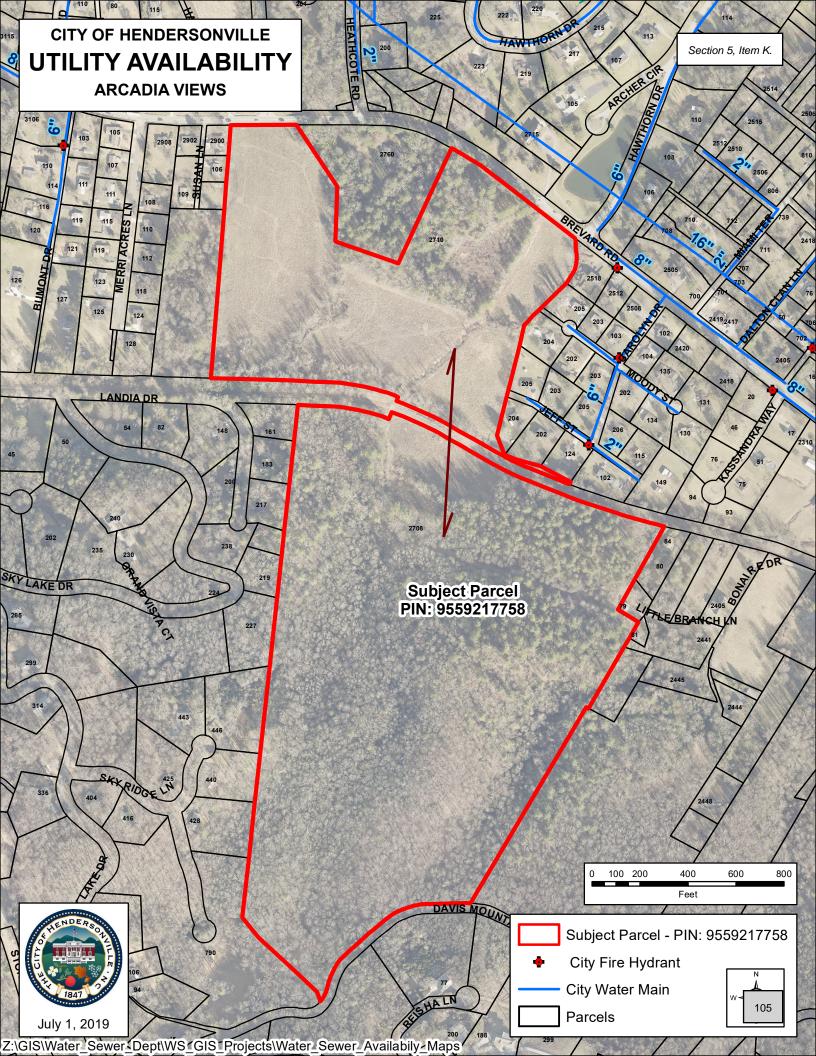
Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



Section 5, Item K.

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 **WXZ Residential Group/Arcadia One, LLC**, a North Carolina limited liability company, and **WXZ/SG Acquisition, LLC**, an Ohio limited liability corporation, collectively 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 +/- 90.80 acres, and being all of that real property described in that deed recorded in Deed Book <u>1375</u> at page <u>297</u>, Henderson County registry, having a REID of 113866, hereinafter referred to as the "Property"; and

WHEREAS, in the process of such development and improvement, Developer is desirous of constructing water infrastructure and/or sanitary sewer infrastructure to and on said tract(s) of land, for which the City requires that the Developer enter into a utility extension agreement with the City, said water and/or sewer infrastructure to consist of the following:

Being and consisting of: 1) Water Service Extension from an existing 8" ductile line on the south side of Brevard Road east of Hawthorn Drive consisting of +/- 880 lineal feet of 8" ductile iron pipe, +/- 1,355 lineal feet of 6" ductile iron pipe, +/- 1,730 lineal feet of 4" ductile iron pipe and all appurtenances to provide water for the initial 56 units of a 199 unit residential subdivision; and 2)

a Sanitary Service Extension consisting of a sanitary wet well and pump station and +/- 2048 lineal feet of 8" PVC and +/- 50 lineal feet of 8" ductile iron gravity pipe within the project confines and +/- 6,460 lineal feet of 4" HDPE/PVC sanitary force main running within the project confines to the intersection of Brevard

Road and Hawthorn Drive then running easterly from the intersection of Brevard Road and Hawthorn Drive on the north side of Brevard Road then continuing onto Windsor Drive and terminating at an existing gravity sanitary manhole on Windsor Drive, and being more particularly shown and described on those construction plans and specifications, dated December 19, 2019, prepared by Mercer Design Group a Civil Engineering firm, said plans being incorporated herein by reference. 1) and 2) collectively are hereinafter referred to as the "New Infrastructure"; and

WHEREAS, the Developer has received zoning approval from the designated governing body for such development and improvement on the Property, <u>if applicable</u>; and

WHEREAS, the Property is not located within the City's municipal boundaries but is located within the Town of Laurel Park, 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 his or her 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). Developer shall not be required to pay water and sewer inspection fees for the New Infrastructure because the extension application predated the effective date of the City's water and sewer inspection fees.
- 4. The Developer shall, at his or her own expense, furnish and transfer to the City all on-site and off-site easements, rights-of-way, and real property required for access to and perpetual maintenance and operation of the New Infrastructure and its appurtenances in accordance with the terms of this Agreement as provided herein below.

Developer will be required to enter into the City's standard Deed of Dedication and Conveyance With Associated Easements for conveyance of the New Infrastructure and on-site easements, as amended. Further Developer will be required to use the City's standard Utility Infrastructure Easement Agreement when securing the necessary off-site right of way for the operation and maintenance of the New Infrastructure. For the avoidance of doubt, both standard forms permit use of the easements for the future installation of water, sewer and stormwater lines, and their associated appurtenances and accessories, in addition to the New Infrastructure, by or on behalf of the City. The City shall provide a copy of these standard forms upon request by the Developer.

- 5. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
- 6. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.
- 7. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.
- 8. Developer shall submit the name, address, and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information

- 9. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.
- 10. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.
- 11. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.
- 12. Upon completion of construction, the Engineer shall arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's construction inspector to determine if the project is acceptable to the City. At this time, a draft as-built shall be submitted to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by the City. This report shall be transmitted to the responsible parties. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re-inspection of the system.
- 13. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by the City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.
- 14. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.
- 15. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Engineer shall submit as-builts in formats acceptable to the City. The Engineer shall also submit any recorded easements required for the New Infrastructure and any recorded deeds necessary to convey ownership to the City.
- 16. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).

- 17. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form proper for recording in the appropriate public registry. The conveyance of real property shall be in the form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City.
- 18. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.
- 19. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement or the Required Conveyances resulting from the Developer's acts or omissions, or the acts or omissions by any third party on behalf of Developer, which occur between the start of construction of the New Infrastructure and the expiration of the Developer Warranty Period, defined in Section 20 below, excluding any liability caused solely by the negligent acts or omissions of the City. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.
- 20. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of acceptance by the City ("Developer Warranty Period"). During the Developer Warranty Period, 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 the Developer Warranty Period.
- 21. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project

closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.

- 22. Once all items are complete, City staff shall submit the project to City Council for formal acceptance during a regularly scheduled meeting. The City shall issue a formal "Letter of Acceptance" upon acceptance by City Council to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers.
- 23. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
- 24. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City shall be in form approved by the City's legal counsel. Such consent by the City and approval by the City's legal counsel shall be for the sole and exclusive benefit and reliance of the City, and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.
- 25. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules or regulations.
- 26. This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.
- 27. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

The remainder of this page is left blank intentionally.

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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: WXZ Residential Group/ Arcadia One, LLC an Ohio Limited Liability Company	THE CITY OF HENDERSONVILLE
BY: (SEAL)	BY:(SEAL) John Connet, City Manager
Printed name: <u>James R. Wymer</u> Title: <u>President</u>	
STATE OF <u>OHIO</u> , COUNTY OF <u>CUYAHOGA</u> I, <u>Jurah A. King</u> , (printed name hereby certify that James R. Wymer, personally appeare they are the President for WXZ Residential Group/Arcad the foregoing instrument on behalf of WXZ Residential G by WXZ Residential Group/Arcadia One, LLC and that t Group/Arcadia One, LLC.	lia One, LLC, and that they executed and acknowledged Group/Arcadia One, LLC pursuant the due authorization
WITNESS my hand and official seal, this My commission expires 2/28/23 Motary Public Signature	day of <u>May</u> , 20 <u>21</u> SARAH A. KING NOTARY PUBLIC
STATE OF <u>NORTH CAROLINA</u> , COUNTY OF <u>HENDERSON</u>	FOR THE STATE OF OHIO My Commission Expires February 28, 2023
I,, (printed name of notary) a Not hereby certify that John Connet, personally appeared b Manager of the City of Hendersonville, North Carolina, instrument on behalf of the City of Hendersonville pursu instrument is the act and deed of the City of Hendersonvi	and that he executed and acknowledged the foregoing ant to order of the City Council of said City and that the

WITNESS my hand and official seal, this ______ day of ______, 20_____,

My commission expires _____

Notary Public Signature

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CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Brent Detwiler	MEETING DATE: 6/3/2021	
AGENDA SECTION:	Council Action	DEPARTMENT: Engineering	
TITLE OF ITEM, Presenter Name, Title:	Clear Creek Greenway (BL-0008) – NCDOT Grant Agreement, Brent Detwiler, City Engineer		
SUGGESTED MOTION(S):	I move City Council adopt the <i>Resolution By The City of Hendersonville</i> <i>City Council to Authorize the City Manager to Enter Into An Agreement</i> <i>With the North Carolina Department of Transportation for Clear Creek</i> <i>Greenway (Bl-0008) Grant</i>		

SUMMARY:

The City was recently awarded a \$1,687,000 Federal Highway Administration (FHWA) grant disbursed by the North Carolina Department of Transportation (NCDOT) for design and construction of the Clear Creek Greenway. The attached agreement between the City and NCDOT summarizes the grant amount, local government match (provided through donations, and other grants) and time period. Staff is working with other agencies to coordinate the other grants (PARTF and WRDG were both previously approved). We are asking Council to approve the agreement in order for the City Manager to execute. Please let us know if you have any questions.

BUDGET IMPACT: \$1,687,000

Is this expenditure approved in the current fiscal year budget? YES / NO

If no, describe how it will be funded.

N/A

PROJECT NUMBER: 18026

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Resolution By The City of Hendersonville City Council to Authorize the City Manager to Enter Into An Agreement With the North Carolina Department of Transportation for Clear Creek Greenway (Bl-0008) Grant

BL-0008 Clear Creek Greenway NCDOT Grant Agreement

Resolution #R-21-41

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTAION FOR CLEAR CREEK GREENWAY (BL-0008) GRANT

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of federal funds to be available for certain specified transportation activities; and

WHEREAS, the City of Hendersonville has requested federal funding for Clear Creek Greenway (BL-008), hereinafter referred to as the "Project", in Henderson County, North Carolina; and

WHEREAS, subject to the availability of federal funds, the City of Hendersonville has been designated as a recipient to receive funds allocated to the North Carolina Department of Transportation, hereinafter referred to as the "Department", by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$1,687,000 for the Project; and

WHEREAS, the City is required to enter into a grant agreement with the Department in order to memorialize the obligations of the Department and the City with regards to the funding, management, and completion of the Project utilizing the grant funds awarded, and City Council has been presented with such an agreement, hereinafter referred to as the "Agreement"; and

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the City for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and

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

- 1. The City agrees to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out in the Agreement; and
- 2. The City Manager is authorized to execute the Agreement with the North Carolina Department of Transportation for the Clear Creek Greenway (BL-0008), as presented.
- 3. The City Manager is authorized to approve amendments to the Agreement, in consultation with the City Attorney, as may be requested by the Department in the future provided such amendments do not create new financial obligations of the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: City of Hendersonville

County: Henderson

TIP: BL-0008

Project: Clear Creek Greenway

Scope: The construction of a 2 mile section of the Clear Creek Greenway. Beginning near Berkeley Mills Park it will cross Mud Creek, navigate under I-26 at Clear Creek, and cross over Allen Branch to the Highland Square Regional Activity Center (HSRAC). The 10' wide paved path will be ADA compliant, and will cross Clear Creek Road at grade with high-visibility markings on the roadway and flashing pedestrian crossing signs in both directions and will cross under Interstate 26.

Eligible Activities:

PE	49463.1.1	Design
		Environmental
ROW 494	49463.2.1	ROW Acquisition
	49403.2.1	Utility Relocation
CON	49463.3.1	Construction
FEDERAL-AID		

FUNDING TABLE

Fund Source	Federal Funds Amount		ibursemen t Rate	Non-Federal Match \$	Non-Federal Match Rate
BGDA	\$1,687,000	80 %		\$421,750	20 %
ADDITIONAL LOCAL				\$362,450	
Subtotal	\$1,687,000			\$784,200	
Total Estimated Cost			\$2,471,200		

Responsibility: The City of Hendersonville shall be responsible for all aspects of the project.

NORTH CAROLINA

HENDERSON COUNTY

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

CITY OF HENDERSONVILLE

LOCALLY ADMINISTERED PROJECT -FEDERAL

DATE: 5/21/2021

TIP #: BL-0008 AND WBS Elements: PΕ 49463.1.1 ROW 49463.2.1 CON 49463.3.1 FEDERAL-AID NUMBER: CFDA #: 20.205 Total Funds [NCDOT Participation] \$1,687,000

THIS 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 "Municipality".

WITNESSETH:

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Clear Creek Greenway, hereinafter referred to as the Project, in Henderson County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$1,687,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

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

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

 Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of the construction of a 2-mile section of the Clear Creek Greenway. Beginning near Berkeley Mills Park it will cross Mud Creek, navigate under I-26 at Clear Creek, and cross over Allen Branch to the Highland Square Regional Activity Center (HSRAC). The 10' wide paved path will be ADA compliant, and will cross Clear Creek Road at grade with highvisibility markings on the roadway and flashing pedestrian crossing signs in both directions and will cross under Interstate 26. The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Surface Transportation Block Grant Program (BGDA). The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse (80%) of eligible expenses incurred by the Municipality up to a maximum amount of One Million Six Hundred Eighty-Seven Thousand Dollars (\$1,687,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

Fund Source	Federal Funds Amount		ibursemen t Rate	Non-Federal Match \$	Non-Federal Match Rate
BGDA	\$1,687,000	80 %		\$421,750	20 %
ADDITIONAL LOCAL				\$362,450	
Subtotal	\$1,687,000			\$784,200	
Total Estimated Cost			\$2,471,200		·

FUNDING TABLE

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$247,120 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch.
 The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4,

incorporated in this Agreement by reference at

www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B

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and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at <u>www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm</u>; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at <u>www.ncleg.net/gascripts/Statutes/Statutes.asp</u>; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11.UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15.CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference

<u>www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm</u>. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16.CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17.CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Clear Creek Greenway, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the

Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$1,687,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

CONSTRUCTION ADMINISTRATION

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

CONSTRUCTION CONTRACT UNIT PRICES

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

RIGHT OF WAY

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

FORCE ACCOUNT

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

PROCEDURE

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx.

INTERNAL APPROVALS

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

TIMELY SUBMITTAL OF INVOICES

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the

Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

FINAL INVOICE

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

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 Municipality 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.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

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

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.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

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.

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, 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).

22. SUNSET PROVISION

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.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

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

L.S. ATTEST:	CITY OF HENDER	CITY OF HENDERSONVILLE				
BY:	BY:					
TITLE:	TITLE:					
	DATE:					
any gift from anyone with a c the State. By execution of a	e Order 24 prohibit the offer to, or accept contract with the State, or from any pers any response in this procurement, you a s, that you are not aware that any such g s of your organization.	son seeking to do business with ttest, for your entire organization				
Approved by	of the City of Hender	sonville as attested to by the				
signature of	Clerk of the	on				
(Date	2)					
		een pre-audited in the manner Government Budget and Fiscal				
(SEAL)	(FINANCE OFFICER)					
	Federal Tax Identificati	Federal Tax Identification Number				
	City of Hendersonville	City of Hendersonville				
	Remittance Address:	Remittance Address:				
	DEPARTMENT OF TR	RANSPORTATION				
	BY:					
	DATE:					
APPROVED BY BOARD OF	F TRANSPORTATION ITEM O:	(Date)				



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Brent Detwiler	MEETING DATE: June 3, 2021	
AGENDA SECTION:	CONSENT	DEPARTMENT: Engineering	
TITLE OF ITEM, Presenter Name, Title:	Northside Water Improvements Engineering Amendment 2 – Brent Detwiler, City Engineer		
SUGGESTED MOTION(S):	I move that City Council adopt the Resolution by the City of Hendersonville City Council to Authorize the City Manager to Enter Into an Amendment to an Agreement With Mckim & Creed, Inc. as Part of the Northside Water System Improvements Project.		

SUMMARY:

An engineering agreement with McKim & Creed, Inc. was executed in February 2016 along with a subsequent Amendment 1 to complete the design, permitting, bidding and award work associated with the Northside Water Improvements Project. Construction of the Northside Water System Improvements has extended beyond the original construction contract durations due to inclement weather delays and construction progress delays caused by the Contractor. This Amendment 2 provides for extended construction administration, construction observation, and post-construction services as a result of the extended duration of construction contract. The proposed amendment is attached for your reference. We welcome any questions that you may have.

BUDGET IMPACT: \$133,200

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

If no, describe how it will be funded.

N/A

PROJECT NUMBER: 16019

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Northside Water Engineering Amendment 2 - McKim & Creed

Resolution #____

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

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

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

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

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

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

1. The City Manager is authorized to enter into an Amendment to an Agreement with McKim & Creed, Inc. for the Northside Water System Improvements Project, as presented.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



Section 5, Item M.

ENGINEERS

SURVEYORS

PLANNERS

April 8, 2021

06496-0005

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

RE: Amendment to Professional Services Contract Hendersonville Northside Water System Improvements Amendment No. 2

Dear Mr. Detwiler,

McKim & Creed, Inc. has prepared this Amendment No. 2 to the Professional Services Contract for the Hendersonville Northside Water System Improvements project, dated February 22, 2016. Construction of the Northside Water System Improvements has extended beyond the original construction contract durations due to inclement weather delays and construction progress delays caused by the Contractor. This Amendment provides for extended construction administration, construction observation, and post-construction services as a result of the extended duration of construction contract.

As noted above, the original substantial and final completion dates of the construction contract will not be met due to inclement weather delays and construction progress delays caused by the Contractor. These delays will result in additional construction administration, construction observation, and post-construction services to be performed. The Contractor expects to reach substantial completion on August 24th, 2021 and final completion on October 8th, 2021, based on the most recent progress schedule. These time frames will result in a total construction period of approximately 17 months from the notice to proceed date of June 1, 2020. This will result in approximately 5 months of additional construction administration and observation services required beyond the original contract duration described in Amendment No. 1 to the Professional Services Contract, dated August 8, 2017.

8020 Tower Point Drive

Charlotte, NC 28227

704.841.2588

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Fax 704.841.2567

This Amendment has been prepared to provide for extended construction and post-construction services for an additional construction contract duration of up to 6 months, on a time and materials basis. The specific project scope items and compensation for the additional services are described in Attachment A to this Amendment. This letter Amendment and Attachment A form the entirety of Amendment No. 2.

If you find this Amendment acceptable, please return one signed copy to my attention. We appreciate this opportunity to continue to provide professional services to the City of Hendersonville.

Respectfully submitted,

McKIM & CREED, Inc.

Andres Fernand

Zachary Trammel, PE Project Manager

Attachment

Accepted:

John Connet City Manager

Date



AMENDMENT No. 2 – ATTACHMENT A DESCRIPTION OF ADDITIONAL SERVICES HENDERSONVILLE NORTHSIDE WATER SYSTEM IMPROVEMENTS

This Amendment No. 2 to the Northside Water System Improvements Professional Services Contract, dated February 22, 2016 between the City of Hendersonville, North Carolina (Owner) and McKim & Creed, Inc. (Engineer), is as outlined below:

I. PROJECT DESCRIPTION

The Northside Water System Improvements project (hereinafter referred to as the Project) is currently under construction by M. B. Kahn Construction Co., Inc. under contract with the City of Hendersonville. Construction of the project has extended beyond the original contract durations due to inclement weather delays and construction progress delays caused by the Contractor. This amendment is intended to provide for extended construction administration, construction observation, and post-construction services.

II. SCOPE OF SERVICES

A. The following Professional Services shall be performed by the Engineer.Amendment No. 1 dated August 8, 2017 is referenced for specific original tasks.There are no changes to the original scope of work.

III. ADDITIONAL SERVICES

A. Additional Construction Phase Services Related to the Extended Construction Contract Period

The Engineer will provide the following Construction Administration and Construction Observation services for an extended Construction Contract period of up to six (6) months. The new final completion date of the Construction Contract is estimated to be October 8, 2021 per the Contractor's most recent progress schedule.

Task 5.1: Construction Administration

- 1. Schedule and hold regular monthly construction meetings with the Owner and Contractor. Prepare and distribute construction meeting minutes to document discussions and responsibilities.
- 2. Receive, log, track and perform shop drawing reviews. Compare shop drawings to the plans and technical specifications, note deficiencies or compliance issues, and issue comments to the Contractor.

- 3. Receive, log, track, and respond to Contractor's written requests for information or clarification of the contract documents. Provide clarification of requirements as indicated on the construction plans and specifications if/when questions arise during construction.
- 4. Receive, log, track, and respond to notifications from Contractor of changes to work conditions and requests for change orders.
- 5. Review materials testing for conformance to the specifications.
- 6. Receive, log, track, and review contractor's monthly invoices and make recommendations for payment.
- 7. Conduct monthly site visits with the Construction Observer to review project status and confirm that work is progressing in general accordance with the approved construction documents.
- 8. Schedule and conduct the substantial completion evaluation. Prepare the substantial completion punch list and work with the contractor to determine outstanding work is completed.
- 9. Upon satisfactory completion of the Substantial Completion punch list and after reviewing test results from the Contractor, prepare the Engineer's Substantial Completion Certification.
- 10. Schedule and conduct the final completion evaluation. Prepare the final completion punch list and work with the Contractor to determine work is complete.
- 11. After the Contractor has satisfactorily completed the final punch list, submitted all test results, redlined drawings, and release of waivers and claims, the Engineer will prepare the Final Completion Certification.

Task 5.2: Construction Observation

The Engineer will provide a Construction Observer (Observer) who is qualified and experienced in the construction of municipal water systems. For this project, it is agreed that the Observer will visit the site on a part-time basis (varying during the construction period but on an average of twice per week). The Observer will provide the following services:

1. The Observer shall prepare reports for each day he is on site and submit them to the Engineer for review on a weekly basis.

- 2. The Observer will maintain a photographic record during construction to document aspects of the construction process.
- 3. The Observer will immediately call the Contractor's attention to work that is being completed that does not comply with the approved plans and specifications. Should the Contractor fail to remedy the situation, the Observer will immediately contact the Engineer.
- 4. The Observer shall document field conditions and will maintain a record as to the weather, Contractor's personnel on-site, Contractor's equipment on-site and the specific work completed since the last site visit.
- 5. The Observer shall confirm that Contractor's red-line drawings are continuously being kept up-to-date and being completed to the standards of care.
- 6. The Observer shall review the Contractor's monthly pay requests to confirm that all quantities are accurate and shall recommend payment.
- 7. The Observer shall participate in monthly construction meetings and may represent the Engineer in responding to technical questions.
- 8. The Observer shall participate in the Substantial Completion and Final Completion evaluations.

B. Post-Construction Services

The Engineer will provide the following post-construction services following substantial and final completion of the project.

Task 6.1: System Startup and Commissioning

The Engineer will provide observation and oversight of system startup and commissioning activities. The Engineer will work with the Contractor, equipment representatives, electrical subcontractor, and Owner's operators to systematically startup, test, and commission the new Project to determine that the system is completely functional and meets the project requirements.

Task 6.2: Record Drawings

The Engineer will prepare record drawings based on the Contractor's marked up red-lined "as-built" drawings and information from the Construction Observer. Final as-constructed surveys are not included for final horizontal and vertical elevation verifications of the completed project. After review of the Contractor's red-line documents by the Engineer's Construction Observer to ensure completeness, we will prepare after construction "Record Drawings" reflecting the identified changes (as compared to the Released for Construction set of documents) for the project. Record Drawings will be submitted to the Owner upon completion. After the Owner approval, digital (AutoCAD & pdf copies) will be made of the full drawing set and delivered to the Owner digitally.

Task 6.3: Contractor Warranty Period Reviews

The Engineer will assist the Owner with a mid-year warranty review with the Contractor to develop a warranty punchlist and then review the completed work of the Contractor to verity items have been corrected. The Engineer will assist the Owner with a final warranty review with the Contractor at 11-1/2 months after substantial certification to develop a warranty punchlist and then review the completed work of the Contractor to verify items have been corrected.

II. COMPENSATION

McKim & Creed will perform the additional services outlined above for the fee amounts listed below. Services will be billed monthly on an hourly time and expense basis in accordance with the hourly rate schedule included in the Amendment No. 1, dated August 8, 2017.

<u>Task</u>	Fee
A. Additional Services Task 5.1: Construction Administration	\$41,500.00 (N.T.E.)
B. Additional Services Task 5.2: Construction Observation	\$81,500.00 (N.T.E.)
C. Post-Construction Services	\$10,200.00 (N.T.E.)
Total:	\$133,200.00 (N.T.E.)

N.T.E. – Not To Exceed



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Brent Detwiler	MEETING DATE: 6/3/2021	
AGENDA SECTION:	Council Action	DEPARTMENT: Engineering	
TITLE OF ITEM, Presenter Name, Title:	Application for a NCDOT Comprehensive Pedestrian Planning Grant, Brent Detwiler, City Engineer		
SUGGESTED MOTION(S):	I move City Council to adopt the <i>Resolution by the City of Hendersonville</i> <i>City Council in Support of Application for NCDOT Bicycle and Pedestrian</i> <i>Planning Grant.</i>		

SUMMARY:

The North Carolina Department of Transportation has established a grant that provides funding to municipalities for the development of Comprehensive Municipal Bicycle and Pedestrian Plans. Staff are working with the French Broad River Metropolitan Planning Organization and Blue Ridge Bicycle Club to put together an application for a Comprehensive Pedestrian Planning Grant. The City's last Pedestrian Plan was adopted in 200. A resolution in support of the application has been provided. Please let us know if you have any questions.

BUDGET IMPACT: \$60,000 (\$48,000 grant/\$12,000 match)

Is this expenditure approved in the current fiscal year budget? YES / NO

If no, describe how it will be funded.

A capital project ordinance and associated budget amendment will be submitted if the project is selected.

PROJECT NUMBER: 21021 PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Comprehensive Pedestrian Planning Grant Resolution of Support

Resolution #__-

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL IN SUPPORT OF APPLICATION FOR NCDOT BICYCLE AND PEDESTRIAN PLANNING GRANT

WHEREAS, the North Carolina Department of Transportation has established a grant that provides funding to municipalities for the development of Comprehensive Municipal Bicycle and Pedestrian Plans; and

WHEREAS, the City of Hendersonville has a desire to provide its citizens with safe, convenient, and more complete pedestrian facilities within the community; and

WHEREAS, the City of Hendersonville's last Pedestrian Plan was adopted in 2007; and

WHEREAS, the City's financial and technical resources have limited its ability to update its Pedestrian Plan; and

WHEREAS, the City of Hendersonville desires a Pedestrian Plan update to obtain the following objectives:

- 1. Provide for multimodal forms of transportation.
- 2. Provide guidance for modifying infrastructure to safely accommodate walking in appropriate locations.
- 3. Ensure that the North Carolina Department of Transportation (NCDOT) funded projects incorporate the City of Hendersonville's objectives.
- 4. Move towards an effective network for active transportation, recreation, and exercise.
- 5. Have an approved plan that will support funding from NCDOT for pedestrian improvements.
- 6. Ensure land use decisions effectively incorporate multimodal objectives.

WHEREAS, the North Carolina Department of Transportation has announced a competitive Planning Grant Initiative to award funding for Comprehensive Pedestrian Plans; and

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

- 1. The City hereby endorses the application for a Comprehensive Pedestrian Planning Grant and, if the project is selected, agrees to provide matching funding up to 20%, and any staff assistance for the duration of the Project; and
- 2. The City Manager is authorized to execute said application.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June 2021.

Attest:

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Brent Detwiler	MEETING DATE: June 3, 2021	
AGENDA SECTION:	CONSENT	DEPARTMENT: Engineering	
TITLE OF ITEM, Presenter Name, Title:	Utility Extension Agreement for the Barksdale Avenue Subdivision Development – <i>Brent Detwiler, City Engineer</i>		
SUGGESTED MOTION(S):	Hendersonville City Cound Into a Utility Extension Ag	dopt the Resolution by the City of cil to Authorize the City Manager to Enter reement With Robert D. Crawford and Gloria dale Avenue Subdivision Development	

SUMMARY:

The Barksdale Avenue Subdivision Development located at the end of Barksdale Avenue, north of Old Spartanburg Highway, proposes to extend the City's water distribution system to serve said development. The attached Utility Extension Agreement (UEA) outlines the water extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

BUDGET IMPACT: \$0

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

If no, describe how it will be funded.

N/A

PROJECT NUMBER: 21121

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement - Barksdale Avenue Subdivision Development

Resolution

Map showing Barksdale Avenue Subdivision Development

Resolution #__-

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH ROBERT D. CRAWFORD AND GLORIA H. CRAWFORD FOR THE BARKSDALE AVENUE SUBDIVISION DEVELOPMENT

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

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

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

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

WHEREAS, Robert D. Crawford and Gloria H. Crawford, collectively the "Developer" will enter into a Utility Extension Agreement with the City to provide water service to the Barksdale Avenue Subdivision Development.

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

- 1. The Utility Extension Agreement with Robert D. Crawford and Gloria H. Crawford, collectively the "Developer" to provide water service to the Barksdale Avenue Subdivision Development (the "Agreement") is approved as presented.
- 2. City Manager is authorized to execute the Agreement on behalf of the City of Hendersonville.
- 3. The City Manager is authorized to approve and execute any amendments to the Agreement as may be requested by the Developer or Owner in the future, provided such amendments do not impose any new financial obligations on the party of the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE UTILITY AVAILABILITY Barksdale Avenue Subdivision

Section 5, Item O.

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- III

9578445102

9578444002

9578433932

Barksdale Avenue Subdivision PINs: As Labeled Blue Ridge Fire District Fire Chief: W. Sheehan

9578435706

9578446091

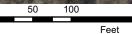
Sewer Layers Gravity Main → Public Gravity Main - Abandoned Water Layers Fire Hydrants ◆ City Fire Hydrant Water Main - City Water Main - Private Fire Line - Abandoned Water Main Road Layers - State Maintained Road - Non-State Maintained Road

BRADSHAWAVE



The City of Hendersonville makes every effort to confirm the accuracy of this information; however, it does not warrant or guarantee that any information provided is accurate or current.

Z:\GIS\Water Sewer Dept\WS_GIS_Projects\Water Sewer Availabily Maps





200

Section 5, Item O.

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 24^{44} day of 20, 20, 1, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **Robert D. Crawford and wife, Gloria H. Crawford, of 44 Warlick Rd, Mills River, 28759**, collectively 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 collectively of a total of +/- 3.3 acres, and being all of that real property described in that deed recorded in Deed Book <u>3526</u> at page <u>653</u>, Henderson County registry, including Lots 1,2,3 and 6 as shown on Plat Slide 1998-2814, and ALL of Lot 4R as shown on Plat Slide 2020-12353, all of the foregoing being recorded in the Henderson County Register of Deeds Office, and having the following Parcel Identification Numbers (PINs): 9578433932, 9578435706, 9578444002, 9578445102, 9578446091, collectively hereinafter referred to as the "Property"; and

WHEREAS, in the process of such development and improvement, Developer is desirous of constructing water infrastructure and/or sanitary sewer infrastructure to and on said tract(s) of land, for which the City requires that the Developer enter into a utility extension agreement with the City, said water and/or sewer infrastructure to consist of the following:

Being and consisting of: 1) water line extension consisting of +/- 440 lineal feet of 2" PEXa municipex pipe running northeasterly along Barksdale Ave from the water line already installed into the planned development and being more particularly shown and described on those construction plans and specifications, dated April 7, 2021, prepared by Odom Engineering PLLC a Civil Engineering firm, said plans being incorporated herein by reference. 1) collectively hereinafter referred to as the "New Infrastructure"; 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 not located within the City's municipal boundaries but is located within the City's ETJ Planning Jurisdiction, 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 his or her 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, encroachments from NCDOT (North Carolina Department of Transportation) if applicable, 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</u> <u>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.

It is understood and agreed among the parties hereto that Developer shall be required to secure an easement across the private portion of Barksdale Avenue in the name of the City using the City's <u>Utility Infrastructure</u> <u>Easement Agreement</u>, provided however that if NCDOT (North Carolina Department of Transportations) accept maintenance responsibilities for such private portion of Barksdale Avenue prior to acceptance of the New Infrastructure by the City, Developer may secure an encroachment from NCDOT across such portion as is currently private (as of the date of this Agreement, shown on Plat Slide 2020-12353) in the name of the City in lieu of providing an easement.

- 5. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
- 6. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.
- 7. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.
- 8. Developer shall submit the name, address and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but

not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information

- 9. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.
- 10. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.
- 11. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.
- 12. Upon completion of construction, the Engineer shall arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's construction inspector to determine if the project is acceptable to the City. At this time, a draft as-built shall be submitted to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by the City. This report shall be transmitted to the responsible parties. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re-inspection of the system.
- 13. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by the City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.
- 14. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.
- 15. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Engineer shall submit as-builts in formats acceptable to the City. The Engineer shall also submit any recorded easements required for the New Infrastructure and any recorded deeds necessary to convey ownership to the City.
- 16. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In

certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).

- 17. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form 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.
- 18. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.
- 19. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.
- 20. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period.
- 21. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project

closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.

- 22. Once all items are complete, City staff shall submit the project to City Council for formal acceptance during a regularly scheduled meeting. The City shall issue a formal "Letter of Acceptance" upon acceptance by City Council to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers.
- 23. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
- 24. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City shall be in form approved by the City's legal counsel. Such consent by the City and approval by the City's legal counsel shall be for the sole and exclusive benefit and reliance of the City, and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.
- 25. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules or regulations.
- 26. This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.
- 27. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

The remainder of this page is left blank intentionally.

PLEASE BE ADVISED: The City shall not allow the activation of any water or sewer services until the City receives partial certification approval or final approval from the permitting agency and shall not allow the issuance of any certificates of occupancy until the City deems the project complete.

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

DEVELOPER: Robert D. Crawford,	THE CITY OF HENDERSONVILLE
Robet D. Crubful (SEAL)	BY:(SEAL)
(signature) /	John Connet, City Manager
DEVELOPER: Gloria H. Crawford,	
HOALIA (SEAL) (signature)	
STATE OF NORTH CARDLINA	COUNTY OF Henderson
	ed name of notary) a Notary Public of said County and State, do loria H. Crawford, personally appeared before me this day and ing instrument.
	th day of MAY , 202
My commission expires 1209 202	32
Naucy W, Andus Notary Public Signature	NANCY W. ANDERS Notary Public, North Carolina (OFFICIAL SEAL) Henderson County My Commission Expires December 09, 2022

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, ______, (printed name of notary) a Notary Public in and for the State and County aforesaid, do hereby certify that John Connet, personally appeared before me and, being duly sworn, stated that he is City Manager of the City of Hendersonville, North Carolina, and that he executed and acknowledged the foregoing instrument on behalf of the City of Hendersonville pursuant to order of the City Council of said City and that the instrument is the act and deed of the City of Hendersonville.

WITNESS my hand and official seal, this _____ day of _____ 20____

My	commission	expires	
----	------------	---------	--

Notary Public Signature

(OFFICIAL SEAL)



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Brent Detwiler	MEETING DATE:	6/3/2021
AGENDA SECTION:	Council Action	DEPARTMENT:	Engineering
TITLE OF ITEM, Presenter Name, Title:	Mud Creek Dump – Addi City Engineer	tional Assessment Ac	ctivities, Brent Detwiler,
SUGGESTED MOTION(S):	I hereby move that City Co Hart & Hickman, PC for co Additional Assessment Ac execute a contract for said staff.	ompletion of the Mud tivities and to authoriz	Creek Dump – ze the City Manager to

SUMMARY:

Portions of the Mud Creek Dump were discovered during the Jackson Park Sewer Interceptor project. The discovery led to ongoing studies performed by Hart & Hickman, PC, an environmental consulting firm, and coordinated through the NC Department of Environmental Quality's (DEQ) Inactive Hazardous Sites Program. Several data gaps have been identified and additional work must be completed. This scope of work and associated work plan has been approved by DEQ and will be reimbursed. The proposal is attached, and we welcome any questions that you may have.

BUDGET IMPACT: \$21,000

Is this expenditure approved in the current fiscal year budget? YES / NO

If no, describe how it will be funded.

The City will be reimbursed by the NC DEQ Division of Waste Management's Inactive Hazardous Sites Branch for funds expended provided work was pre-approved by the Branch.

PROJECT NUMBER: 18026 PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Mud Creek Dump - Additional Assessment Activities Proposal and Work Plan



Via Email

May 14, 2021

City of Hendersonville Engineering Department – Water and Sewer Projects 145 Fifth Avenue East Hendersonville, NC 28792

Attn: Mr. Brent Detwiler, PE

Re: Work Plan and Cost Proposal Mud Creek Dump – Additional Assessment Activities Mud Creek Dump – NONCD0000798 Hendersonville, North Carolina <u>H&H Proposal No. 21-247a</u>

Dear Brent:

Hart & Hickman, PC (H&H) is pleased to present this work plan and cost proposal (Work Plan) to the City of Hendersonville (City) for additional assessment at the Mud Creek Dump (NONCD0000798) (Site or subject Site). The subject Site is located west of Mud Creek between William H. King Memorial Park and Lincoln Circle in Hendersonville, Henderson County, North Carolina. Previous assessment activities indicate that subsurface waste is present in two areas (Northern Waste Disposal Area and Southern Waste Disposal Area) at the Site. A Site location map is provided as Figure 1 and a Site map depicting the Site and surrounding area is provided as Figure 2.

The Work Plan outlines proposed assessment activities to address data gaps identified by the North Carolina Department of Environmental Quality (DEQ) Pre-Regulatory Landfill Unit (Unit) in emails to the City dated October 16, 2020 and January 8, 2021. The proposed assessment activities will be performed in general accordance with the DEQ Unit Guidelines for Addressing Pre-Regulatory Landfills and Dumps dated May 2020, the DEQ Division of Waste Management (DWM) Vapor Intrusion Guidance dated March 2018, and most recent versions of the U.S. Environmental Protection Agency (EPA) Region IV Science and Ecosystem Support Division (SESD) Field Branches Quality System and Technical Procedures guidance.

1.0 Scope of Work

This scope of work includes activities associated with the preparation of this work plan, proposed additional assessment activities, data evaluation and report preparations, risk assessment, and project

management. Proposed additional assessment activities (Task 1 through Task 6) include the following:

- Task 1: Preparation of this work plan and cost estimate;
- Task 2: Utility locating;
- Task 3: Surface water sampling;
- Task 4: Landfill gas probe (and/or flux chamber) installation, screening, and sampling;
- Task 5: Data evaluation, risk assessment, and report preparation; and
- Task 6: Project management.

Field days are assumed to be 12-hour field days which includes time for mobilization(s), field data evaluation, and shipment of samples collected for laboratory analyses.

The following sections outline the details of the proposed scope of work at the Site. In addition to performing the scope of work outlined for each subtask below, the below tasks will also be performed.

• Sampling Documentation

All sample locations will be given unique identifiers and locations will be estimated in the field using a hand-held Global Positioning System (GPS) unit capable of sub-meter accuracy using differential correction.

• Decontamination

Non-dedicated equipment and tools will be decontaminated prior to use at each sampling location, or following exposure to soil, groundwater, or waste material.

• Investigation Derived Waste

Investigation derived waste (IDW) generated during proposed assessment activities will be inspected for unusual odors, staining, and field screened for volatile organic vapors using a calibrated photoionization detector (PID). Cuttings generated during landfill gas assessment activities will be thin spread on site unless obvious evidence of significant impacts is observed during field screening or a boring is advanced into the saturated zone.

Should potentially impacted soil and/or waste be encountered during landfill gas probe (and/or flux chambers) installation activities, these materials will be containerized in 55-gallon steel drums, appropriately labeled, secured inside a chain link fence compound, and transported off-Site for disposal at a suitable permitted facility. Please note that containerized soil may need to be sampled for waste characterization and disposal purposes. Cost estimates for waste characterization analyses and drum disposal are not included in this proposal. The City will be contacted to discuss sampling and disposal of containerized IDW if potentially impacted media are encountered.



2.0 Additional Assessment Activities

Task 1 – Work Plan Preparation

H&H has prepared this Work Plan and cost estimate for additional assessment activities at the Site as requested by the City. This subtask includes project scoping, technical proposal, and cost estimate preparation. Upon completion and approval of this submittal, H&H will consider this task fulfilled.

Task 2 – Utility Locating for Proposed Sample Locations

Prior to initiating landfill gas assessment activities, H&H will contact North Carolina 811, the public utility locator, to identify and mark underground utilities in the vicinity of the proposed sampling locations. In addition, H&H will contract with a private utility locating firm to screen for subsurface utilities in the vicinity of proposed sample locations utilizing ground penetrating radar (GPR).

Task 3 – Surface Water Sampling

H&H will collect surface water samples (SW-15 and SW-16) from Mud Creek at locations upgradient of the Southern Waste Disposal Area. Proposed surface water sampling locations are shown on Figure 3. H&H will utilize a water quality meter to collect measurements of pH, temperature, dissolved oxygen, oxidation reduction potential, turbidity, and specific conductivity of the surface water sample. The surface water sample will be collected during base flow conditions. If the surface water samples are highly turbid, they will be collected in a separate collection container and then decanted into the sample container.

Samples will be analyzed for volatile organic compounds (VOCs) by EPA Method 8260B (U. S. Environmental Protection Agency (EPA Target Compound List plus 1,4-dioxane), metals (antimony, arsenic, beryllium, cadmium, chromium, copper, iron, lead, manganese, mercury, nickel, selenium, silver, thallium, and zinc) by EPA Methods 6020/7470/7471. For quality assurance purposes, one duplicate surface water sample will be collected for analysis of applicable parent sample parameters listed above and a trip blank will be included in each sample shipment and analyzed for VOCs by EPA Method 8260B.

Task 4 - Landfill Gas Probe Installation, Sampling, and Screening

H&H will install four temporary landfill gas probes (GP-13 through GP-16) within or in the vicinity of the Northern Waste Disposal Area. Proposed landfill gas probe locations are shown on Figure 4. The landfill gas probes will be installed using a decontaminated stainless steel hand auger. Boring for



SMARTER ENVIRONMENTAL SOLUTIONS

the landfill gas probes will initially be installed to a depth of 7 feet below ground surface (bgs) to evaluate the potential presence of groundwater or perched water at the probe location. If groundwater or perched water is not encountered in the borings, the landfill gas probes will be installed to an estimated depth of 5 bgs with a 6-inch 0.010-inch stainless steel screen. Teflon® tubing (¼-inch) will be connected to the stainless-steel screen and brought to the ground surface and terminated with a stop-cock. The annular space of the boreholes (including the approximately 5-7-ft interval beneath the screen) will be filled with filter sand to an approximate depth of 4 feet bgs followed by a hydrated bentonite seal to the ground surface to prevent short-circuiting of air from the surface.

As discussed above, if groundwater or perched water is encountered during the installation of the landfill gas probes, that specific probe will be abandoned and a flux chamber will be installed in lieu. Flux chambers will be installed by using a hand auger to advance a boring to a depth of 6-12 inches bgs. A stainless-steel dome equipped with sample port fittings will then be installed to a depth of approximately 3 inches bgs. A bentonite seal will be installed around the entire circumference of the stainless-steel dome to prevent short-circuiting of air from the surface.

After installation of the landfill gas probes and prior to screening and sample collection, a leak check will be conducted at each sample location by constructing a shroud around the sampling point, sampling fittings and sampling connections, and flooding the air within the shroud with helium gas. Helium within the shroud will be monitored using a helium gas detector. Using a syringe and three-way valve, the sample point will be purged and then vapor will be collected outside of the shroud into a Tedlar® bag and analyzed using the helium gas detector to ensure that helium concentrations are less than 10% of the concentration measured within the shroud. If flux chambers are used, a leak check will be accomplished by flooding the stainless-steel dome with helium gas. Helium within the shroud will be monitored using a helium gas detector. Once the air inside of the flux chamber is saturated, a helium gas detector will be run along the perimeter of the bentonite seal to check for leaks. After a successful leak check, the helium will be purged from the flux chamber.

Following a successful leak check, the landfill soil gas samples will be collected into laboratory-supplied 1 liter (or greater volume) stainless steel Summa canisters connected to in-line flow controllers with a laboratory calibrated vacuum gauge. The flow controller will be connected to the sample tubing at each sampling point using a brass nut and ferrule assembly to form an air-tight seal. The flow regulator will be pre-set by the laboratory to regulate the intake rate to approximately 100 milliliters per minute. Once the sample train is assembled, the intake valve on the canister will be fully opened to begin collection of the sub-slab soil gas sample. Vacuum readings on the Summa canister will be recorded prior to and following the sampling period to ensure adequate sample volume was collected. A vacuum will be maintained within the canisters at the conclusion of the sampling event. To evaluate the reproducibility of the sample results, one duplicate sub-slab soil gas sample will be collected using a laboratory-supplied T-sampler which allows collection of two samples from a single sample port simultaneously.



Upon completion of sample collection, the Summa canister's valve will be closed, and the regulator will be disconnected from the canister. The canisters will be placed in laboratory-supplied shipping containers, properly labeled, and shipped under standard chain-of-custody protocols to a qualified laboratory for analysis of select VOCs tetrachloroethylene (PCE), trichloroethylene (TCE), cis-1,2-dichloroethylene, naphthalene, and vinyl chloride by EPA Method TO-15. The laboratory will be requested to use reporting limits that are below DEQ DWM Residential Vapor Intrusion Sub-slab and Exterior Soil Gas Screening Levels (SGSLs). In addition, the laboratory will be requested to record and provide final vacuum readings upon receipt of the Summa canisters.

Following sampling, H&H will screen the newly installed landfill gas probes for target landfill gases (methane, oxygen, carbon dioxide, carbon monoxide, hydrogen sulfide, humidity, temperature, and barometric pressure) and VOCs using a MiniRAE PID, GEM2000+, Jerome 631x, and hygrometer. H&H will calibrate each instrument in the field per the manufacturer's specifications and will conduct bump tests before, periodically during, and after the landfill gas survey to ensure proper calibration. Calibration procedures will be documented in the field as well as information detailing the equipment manufacturer, model number, serial number, date of factory calibration gas and their expiration dates. In addition, field logs will include the name of the person conducting the evaluation, a description of weather conditions, alternate forms of cross-contamination, as well as hourly ambient temperature, humidity, and barometric pressure readings. For quality assurance/quality control, duplicate readings will be collected from two locations. An upwind background reading will also be collected. For sample locations where readings show equal to or greater than 2% change between two readings, an additional reading will be collected from those sampling locations.

Task 5 - Data Evaluation and Report Preparation

Upon completion of the proposed assessment activities and receipt of laboratory analytical results, H&H will prepare a report documenting the methods and results for each task including supporting tables and figures. The report will consist of the following:

Detailed description of methodologies and results including:

- Summary of the overall scope of work including any deviations from the DEQ approved work plan;
- Summary of surface water sampling activities, results, and evaluation of historical surface water as compared to background concentrations; and
- Summary of landfill gas probe (and/or flux chamber) installation activities, screening, sampling results, and evaluation of landfill gas analytical data using the DEQ Risk Calculator.



Tabular summaries of results will include:

- GPS coordinates for all sample locations;
- Landfill gas probe construction details; and
- Laboratory analytical results.

Supporting CAD generated figures will include the following:

- Most currently available USGS topographic map depicting contours within 1,000 feet of waste disposal boundaries. Topographic contours will be depicted on following supporting figures;
- A Site and Surrounding Area Map with locations of property boundaries, the interpreted horizontal extent of waste disposal based on results of previous assessment activities, Site structures and buildings, and additional information pertinent to future assessment activities (if warranted); and
- Surface water and landfill gas sample location maps depicting compounds detected at concentrations exceeding DEQ 15A NCAC 02B Surface Water Quality Standards (2B Standards) for a Class C water body, EPA Nationally Recommended Water Quality Criteria (if a 2B Standard has not been established for a specific compound), or North Carolina In-Stream Target Values (if a 2B Standard or EPA Nationally Recommended Water Quality Standard have not been established for a specific compound), and/or DEQ SGSLs.

The following raw data will be attached to the report as Appendices:

- Field notes documenting field activities;
- Instrument calibration information;
- Soil boring logs;
- Surface Water Sampling Logs;
- DEQ Risk Calculator documentation; and
- Analytical Data Sheets.

Task 6 – Project Management

This subtask includes labor for scheduling personnel and subcontractors, correspondence with the laboratories, coordination with field personnel, the City and the Unit, evaluation of data collected in the field, development of Site-specific sampling forms and logs, pre-loading the GPS unit, and general laboratory completeness checks.



3.0 Schedule

The following table is our proposed schedule for the scope of work and consists of three total field days.

Schedule	Task	Task Description	H&H Staff On-Site	Subcontractors On-Site
Day 1	Tasks 2 and 3	Utility Locating/Surface Water Sampling	2	Utility Locator (1 day only)
Day 2	Task 4	Landfill Gas Probe and/or Flux Chamber Installation	2	-
Day 3	Task 4	Landfill Gas Probe and/or Flux Chamber Sampling, Screening, and Abandonment	2	-

H&H plans to begin coordination of field work within approximately two to three weeks of the approval of this Work Plan and cost proposal. H&H estimates the field investigation activities outlined above can be completed in approximately three days including mobilization and demobilization. It is anticipated a draft summary of analytical data tables and figures documenting the scope of work can be submitted to the City within four weeks after completion of field activities. A final report can be submitted within four weeks of receiving comments from the Unit and the City. Invoices for work authorized and performed under this proposal will be issued monthly to the City.



4.0 Estimated Costs

H&H proposes to conduct the additional assessment activities at the Mud Creek Dump on a time and materials basis using the Unit's approved fee schedule. Please find the attached cost estimate *Cost Proposal – HVL-008* for a summary of these proposed costs.

The proposed activities will be conducted in accordance with the previously agreed upon Professional Services Agreement (PSA), which is hereby made a part of this proposal. In order to authorize our services, please sign the Authorization Page at the end of this proposal and return the signed page to us.

We appreciate the opportunity to assist with this project. Should you have any questions or need additional information please do not hesitate to call us at (919) 847-4241.

Very truly yours,

Hart & Hickman, PC

Justin Ballard, PG Project Manager

ROBERT HARRELL

Robert Harrell Project Environmental Scientist

Attachments

Figure 1: Site Location Map Figure 2: Site Map Figure 3: Proposed Surface Water Sample Location Map Figure 4: Proposed Landfill Gas Probe Location Map

Cost Proposal - HVL-008



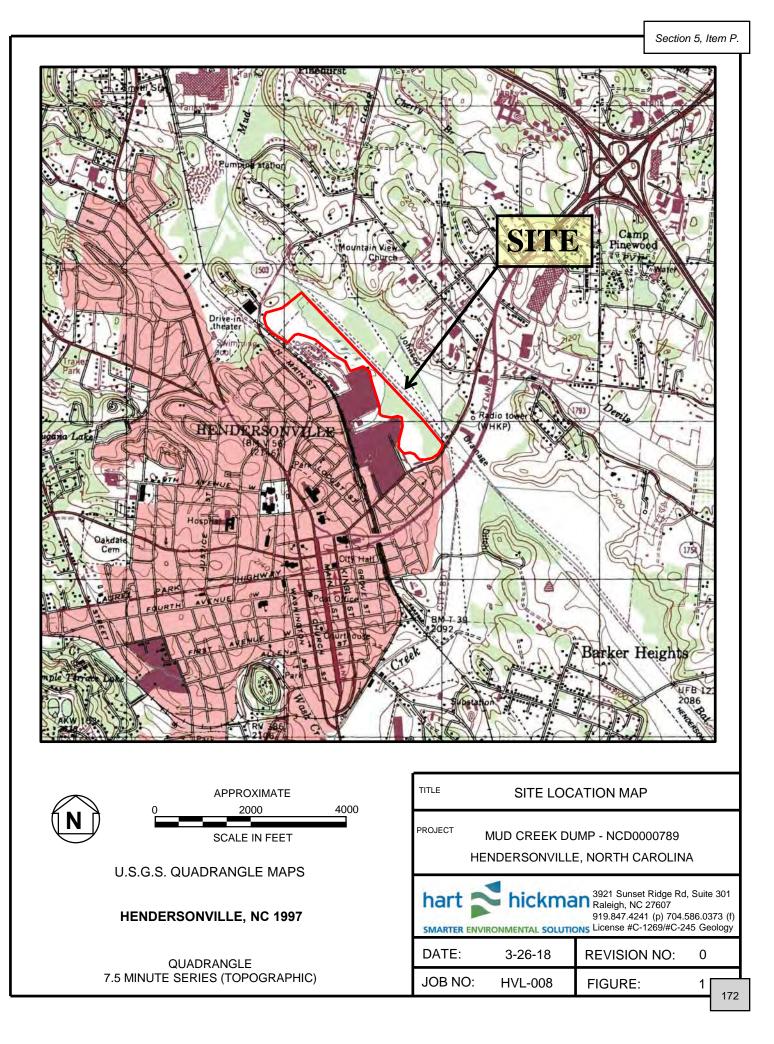
AUTHORIZATION

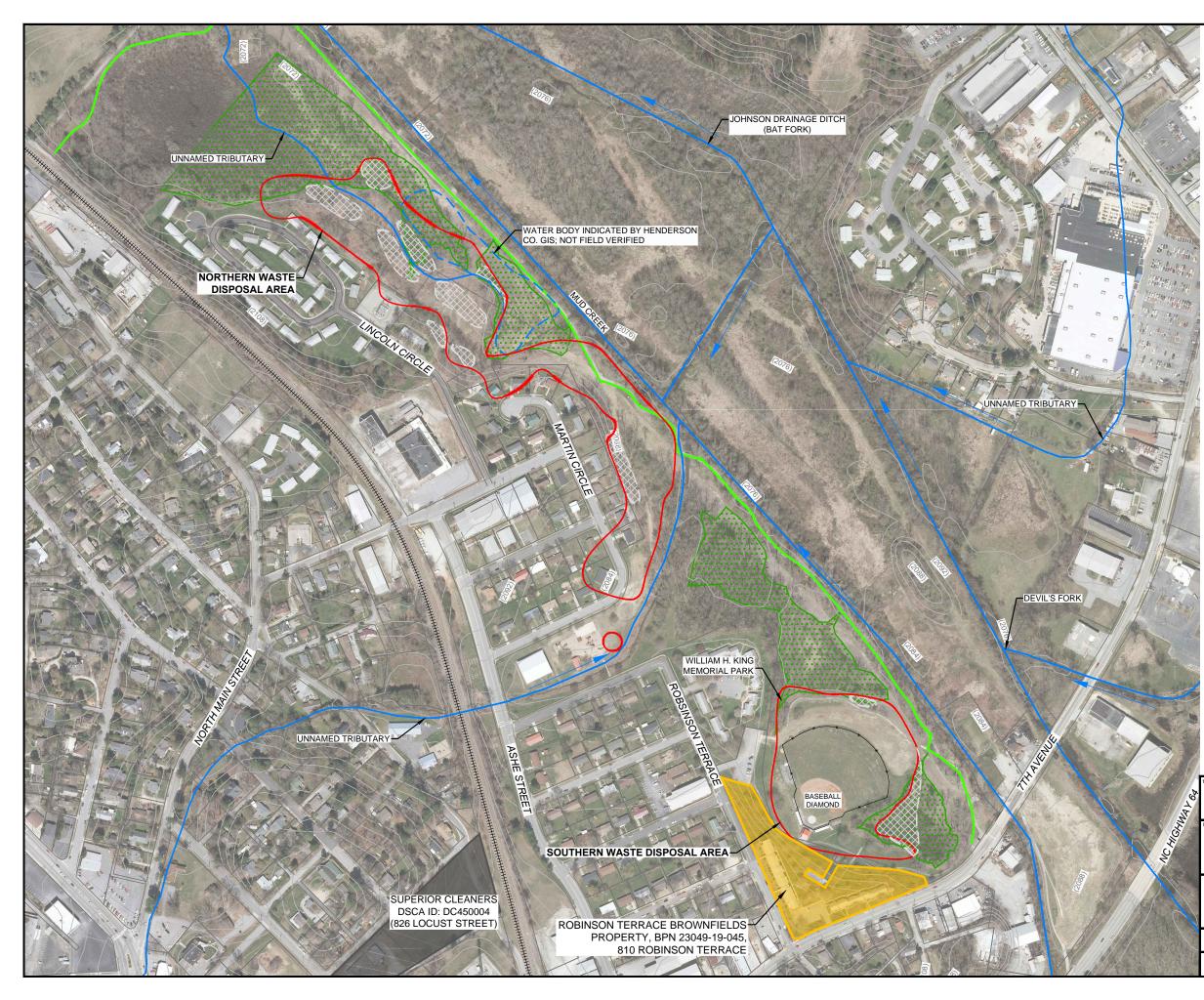
The scope of work and costs presented in H&H's Proposal No. 21-247a and the terms and conditions of the previously agreed upon Professional Services Agreement are acceptable. H&H is authorized to proceed with the scope of work.

By:	 _
Date:	 _
For:	 _
	 _



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LEGEND

Section 5, Item P.

BURIED WASTE DISPOSAL AREA

PARTIALLY BURIED SURFACE DEBRIS

FENCELINE

SURFACE WATER BODY

— PROPERTY BOUNDARY

RAILROAD TRACKS



(2076) INDEX CONTOUR (FT ABOVE MSL)

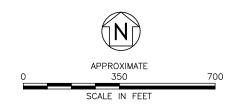
4 FOOT CONTOUR INTERVAL

OKLAWAHA GREENWAY

SURFACE WATER FLOW DIRECTION

NOTES:

- 1. ELEVATION DATA PROVIDED BY USGS 2007 LIDAR SURVEY.
- 2. WASTE DISPOSAL BOUNDARIES DETERMINED BY H&H DURING ASSESSMENT ACTIVITIES CONDUCTED IN JUNE 2016, APRIL 2017, JANUARY 2018, & FEBRUARY 2018.
- 3. BASEMAP OBTAINED FROM NC ONEMAP.
- 4. WETLAND AREAS SHOWN REFLECTIVE OF DELINEATION ACTIVITIES CONDUCTED BY H&H & FIELD APPROVED BY THE USACE ON MARCH 6, 2018.



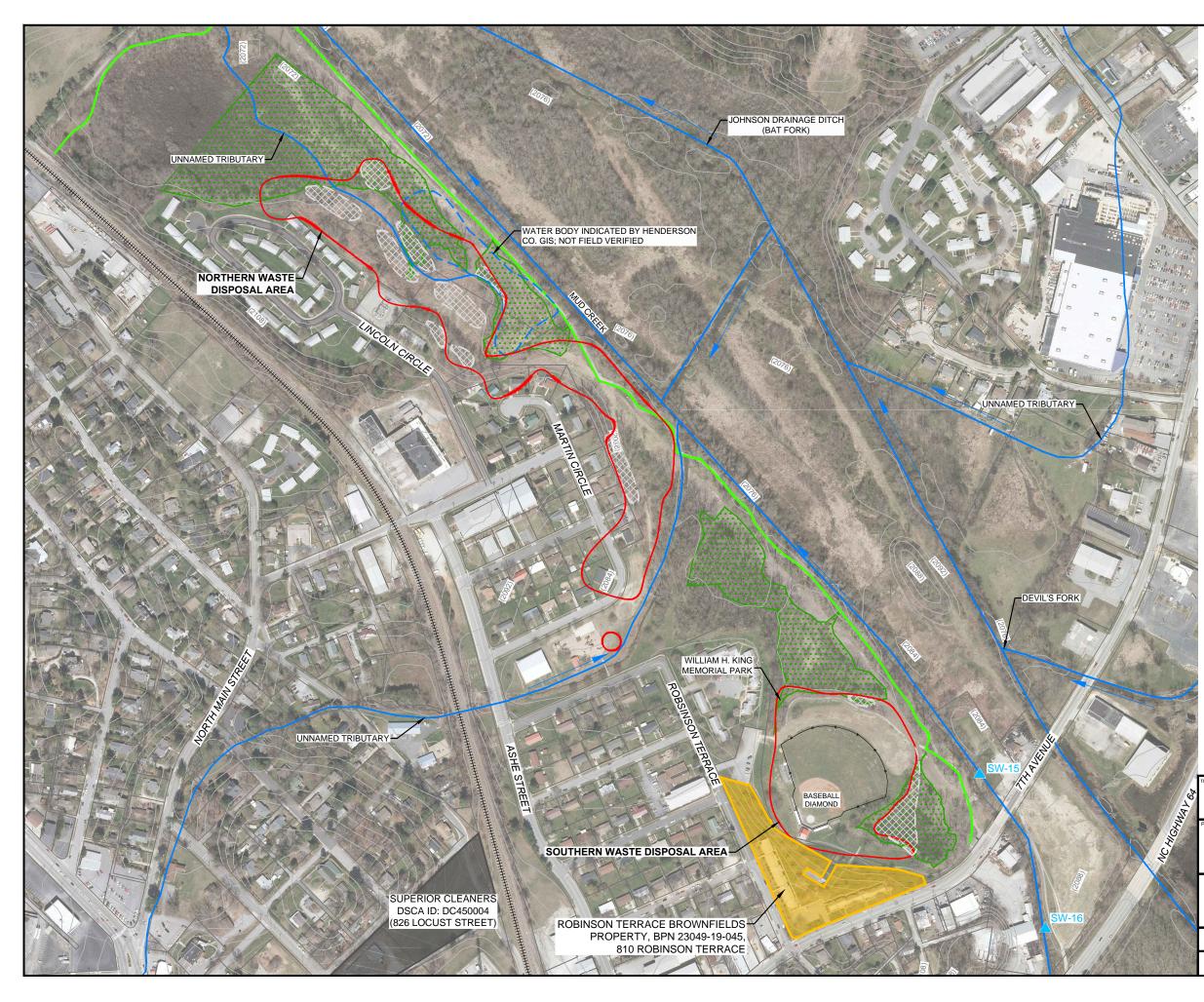
SITE MAP

MUD CREEK DUMP - NONCD0000798 HENDERSONVILLE, NORTH CAROLINA

hart hickman	3921 Sunset Ridge Road, Suite 301 Raleigh, North Carolina 27607 919-847-4241(p) 919-847-4261(f) License # C-1269 / #C-245 Geology	
DATE: 3-26-21	REVISION NO. 0	
		Ĩ

JOB NO. HVL-008

FIGURE NO. 2



LEGEND

Section 5, Item P.

BURIED WASTE DISPOSAL AREA

PARTIALLY BURIED SURFACE DEBRIS

FENCELINE

SURFACE WATER BODY

— PROPERTY BOUNDARY

RAILROAD TRACKS

WETLANDS

(2076) INDEX CONTOUR (FT ABOVE MSL)

4 FOOT CONTOUR INTERVAL

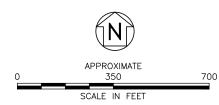
OKLAWAHA GREENWAY

SURFACE WATER FLOW DIRECTION

A PROPOSED SURFACE WATER SAMPLE LOCATION

NOTES:

- 1. ELEVATION DATA PROVIDED BY USGS 2007 LIDAR SURVEY.
- 2. WASTE DISPOSAL BOUNDARIES DETERMINED BY H&H DURING ASSESSMENT ACTIVITIES CONDUCTED IN JUNE 2016, APRIL 2017, JANUARY 2018, & FEBRUARY 2018.
- 3. BASEMAP OBTAINED FROM NC ONEMAP.
- 4. WETLAND AREAS SHOWN REFLECTIVE OF DELINEATION ACTIVITIES CONDUCTED BY H&H & FIELD APPROVED BY THE USACE ON MARCH 6, 2018.



PROPOSED SURFACE WATER SAMPLE LOCATION MAP

MUD CREEK DUMP - NONCD0000798 HENDERSONVILLE, NORTH CAROLINA

hart hickman	3921 Sunset Ridge Road, Suite 301 Raleigh, North Carolina 27607 919-847-4241(p) 919-847-4261(f) License # C-1269 / #C-245 Geology
DATE: 3-26-21	REVISION NO. 0

JOB NO. HVL-008

FIGURE NO. 3



LEGEND

Section 5, Item P.

BURIED WASTE DISPOSAL AREA

PARTIALLY BURIED SURFACE DEBRIS

FENCELINE

SURFACE WATER BODY

— PROPERTY BOUNDARY

RAILROAD TRACKS



(2076) INDEX CONTOUR (FT ABOVE MSL)

4 FOOT CONTOUR INTERVAL

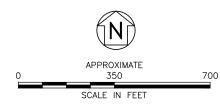
OKLAWAHA GREENWAY

SURFACE WATER FLOW DIRECTION

A PROPOSED LANDFILL GAS PROBE LOCATION

NOTES:

- 1. ELEVATION DATA PROVIDED BY USGS 2007 LIDAR SURVEY.
- 2. WASTE DISPOSAL BOUNDARIES DETERMINED BY H&H DURING ASSESSMENT ACTIVITIES CONDUCTED IN JUNE 2016, APRIL 2017, JANUARY 2018, & FEBRUARY 2018.
- 3. BASEMAP OBTAINED FROM NC ONEMAP.
- 4. WETLAND AREAS SHOWN REFLECTIVE OF DELINEATION ACTIVITIES CONDUCTED BY H&H & FIELD APPROVED BY THE USACE ON MARCH 6, 2018.



PROPOSED LANDFILL GAS PROBE LOCATION MAP

MUD CREEK DUMP - NONCD0000798 HENDERSONVILLE, NORTH CAROLINA

hart hickman	3921 Sunset Ridge Road, Suite 301 Raleigh, North Carolina 27607 919-847-4241(p) 919-847-4261(f) License # C-1269 / #C-245 Geolo
ATE: 3-26-21	REVISION NO. 0

JOB NO. HVL-008

FIGURE NO. 4

Cost Proposal - HVL-008 Mud Creek Dump

Fask 1 - Work Plan and Cost Estimate Preparation				
Labor				
Personnel Level	Unit Rate	# Units	Cost	
Senior	\$130.00	4	\$520.00	
Project	\$115.00	14	\$1,610.00	
CAD	\$75.00	4	\$300.00	
Word Processor/Clerical	\$55.00	2	\$110.00	
	Subtotal			\$2,540.00
sk 2 – Utility Locating (combined with Task 3)				
Labor				
Personnel Level	Unit Rate	# Units	Cost	
Staff (field)	\$95.00	6	\$570.00	
Staff (prep)	\$95.00	2	\$190.00	
Subcontractor Fees				
Utility Locating Subcontractor	\$1,200.00	1	\$1,200.00	
Expendables (per Fee Schedule)				
Mileage (Tasks 2 -4)	\$0.555	630	\$349.65	
Per Diem (per person/per day) (Tasks 2 - 4)	\$130.00	4	\$520.00	
Field Expendables (Tasks 2 - 4)	\$30.00	6	\$180.00	
Trimble GeoX GPS Unit (Tasks 2 - 4)	\$150.00	1	\$150.00	
	Subtotal			\$3,159.65
sk 3 – Surface Water Sampling (combined with Task 2)				
Labor Personnel Level	Unit Rate	# Units	Cost	
Staff (field)	\$95.00	6	\$570.00	
Staff (prep)	\$95.00	4	\$380.00	
Technician (field)	\$80.00	12	\$960.00	
Technician (prep)	\$80.00	2	\$160.00	
Subcontractor Fees				
Laboratory Analysis				
VOCs by Method 8260B - water	\$68.00	4	\$272.00	
Metals by Method 6020 plus Mercury by Method 7471 - water	\$96.00	3	\$288.00	
Expendables (per Fee Schedule)	<u> </u>		<u> </u>	
pH/conductivity/temperature meter	\$30.00	1	\$30.00	
Telescopic dipper surface water sampler or Teflon bailer	\$15.00	1	\$15.00	
	Subtotal			\$2,675.00
ask 4 – Landfill Gas Probe Installation, Screening, and Sampling				
Labor				
Personnel Level	Unit Rate	# Units	Cost \$2,280.00	
Staff (field) Staff (gran)	\$95.00 \$95.00	24 4	\$2,280.00 \$380.00	
Staff (prep) Technician (field)	\$95.00 \$80.00	4 24	\$380.00 \$1,920.00	
Technician (prep)	\$80.00	24	\$1,920.00	
		-		
Subcontractor Fees				
Laboratory Analysis Select VOCs (PCE, TCE, cis-1,2-DCE, vinyl chloride, and naphthalene) by Method TO-1!	5 \$250.00	5	\$1,250.00	
	5 \$250.00	5	\$1,230.00	
Expendables (per Fee Schedule)				
Teflon Tubing	\$3.00	40	\$120.00	
Hand Auger	\$15.00	1	\$15.00	
Hygrometer	\$15.00	1	\$15.00	
MiniRae PID	\$100.00	1	\$100.00	
GEM 2000+ Flux Chamber	\$150.00 \$75.00	1 4	\$150.00 \$300.00	
	<i>\$13</i> .00	4	\$500.00	
Reimbursable Equipment	AAF	-	<i>64 40 00</i>	
AMS Soil Gas Implants	\$35.00	4	\$140.00	
Jerome 631X	\$245.00	1	\$245.00	
Helium detector Helium	\$85.00 \$40.00	1 1	\$85.00 \$40.00	
Sales Tax @ \$0.0725	\$40.00 \$36.98	1	\$40.00 \$36.98	
20103 10A (# \$0.0120	Subtotal	Ŧ	<i>930.30</i>	\$7,236.98
	Castotai			÷,,230,30

1

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Cost Proposal - HVL-008 Mud Creek Dump

\$20,891.63

Task 5 – Data Evaluation and Report Preparation

Labor					
	Personnel Level	Unit Rate	# Units	Cost	
	Senior	\$130.00	4	\$520.00	
	Project	\$115.00	8	\$920.00	
	Staff	\$95.00	16	\$1,520.00	
	Draftsperson/CAD	\$75.00	4	\$300.00	
	Word Processor/Clerical	\$55.00	2	\$110.00	
		Subtotal			\$3,370.00
Task 6 – Project Management					
Labor					
	Personnel Level	Unit Rate	# Units	Cost	
	Senior	\$130.00	5	\$650.00	
	Project	\$115.00	10	\$1,150.00	
	Word Processor/Clerical	\$55.00	2	\$110.00	
		Subtotal			\$1,910.00

2

Total



March 29, 2021 Hart & Hickman, PC Attn: Robert Harrell Project: HVL-008

Patriot Scanning appreciates the opportunity to provide this proposal. Please feel free to contact me if you have any questions, or if you need additional information including W9 and COI.

SCOPE OF WORK

We understand the scope to be to search for underground utilities around 4 proposed soil boring locations as provided by client (see page 2). The primary objectives are to locate all underground utilities that may be present, using Ground Penetrating Radar and Electromagnetic Means.

EQUIPMENT

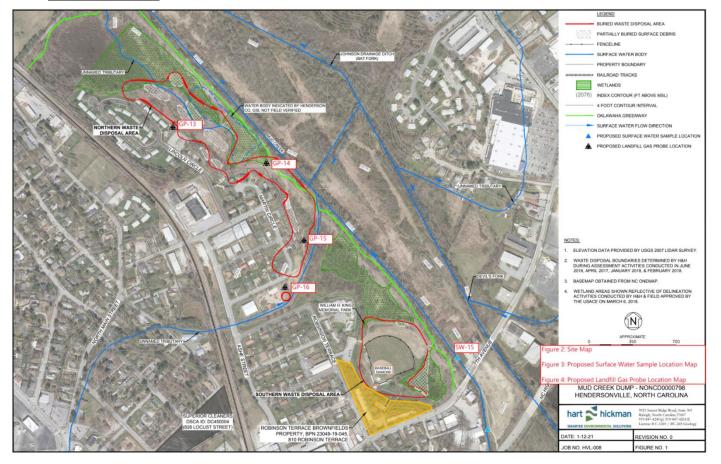
- 400 MHz GPR Antenna. The antenna is mounted in a stroller frame which rolls over the surface. The surface needs to be
 reasonably smooth and unobstructed in order to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will
 limit the feasibility of GPR. The data is displayed on a screen and marked in the field in real time. GPR works by sending pulses of
 energy into a material and recording the strength and the time required for the return of the reflected signal. Reflections are
 produced when the energy pulses enter into a material with different electrical properties from the material it left. The strength of
 the reflection is determined by the contrast in signal speed between the two materials. The total depth achieved can be as much as
 8' or more with this antenna but can vary widely depending on the conductivity of the materials. Depths provided should always be
 treated as estimates as their accuracy can be affected by multiple factors.
- Electromagnetic Pipe Locator. The EM locator can detect the electromagnetic fields from live power or radio frequency signals. It can also be used in conjunction with a transmitter to connect directly to accessible, metallic pipes, risers, or tracer wires. A current is sent through the pipe or tracer wire at a specific frequency and the resulting EM field can then be detected by the receiver. The receiver is moved over the surface without coming in contact with the ground so it is not affected by terrain. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. Depths achieved can be as much as 20' depending on the type of signal being traced or methods used.

OPTIONAL EQUIPMENT

• **GPS.** This handheld GPS unit offers accuracy down to 4 inches, however, the accuracy will depend on the satellite environment and obstructions and should not be considered to be survey-grade. Features can be collected as points, lines, or areas and then exported into Google Earth.



MAP OF SCAN AREA:



PROJECT COSTS

SERVICE	SCOPE	PRI	CE			
UP TO 2 HOURS ONSITE AND	4 soil boring locations		\$1,200.00			
MOBILIZATION						
TOTAL			*\$1,200.00			
OPTIONAL SERVICES (INITIAL IF DESIRED)						
WRITTEN REPORT	Basic report of findings with photos and	Initial	\$150			
	example data.					
REPORT WITH GPS	Report of findings with findings collected	Initial	\$350			
	with GPS and overlaid in Google Earth.					
	Results are not survey-grade accuracy.					

This price assumes that we will be given access to perform the work during normal weekday business hours (6am-5pm). As-builts and any other applicable drawings should be made available to Patriot Scanning prior to the project. A thorough utility search can only be completed if Patriot Scanning is given access to all utility structures, interior and exterior, however due to the nature of the site-location we understand that we may not granted access near/ inside of certain buildings.

Jonathan Brown • (919) 578-1992 Jonathan@patriotscanning.com • patriotscanning.com 324 S. Wilmington St #204, Raleigh NC 27601. EIN #: 83-4664307



TERMS & CONDITIONS

- 1. Patriot Scanning services in concrete and underground applications, including assisting in the detection of finding electrical conduits and reinforcing steel (including rebar, post tension cables, and wire mesh) in concrete, and location services in accordance with ASCE Standard 38-02, Quality Level "B". GPR is a great tool for detecting objects embedded in concrete and underground, however, site restrictions and environmental conditions can limit the accuracy and effective depth of GPR. For concrete scanning, these conditions could include, but are not limited to, moisture present in the concrete, amount of reinforcing steel reflection, depth of target being located, etc. Customer also fully understands that the GPR equipment cannot scan the 4" up to any wall/ceiling/corner. With these factors in mind, Patriot Scanning CANNOT guarantee it will be able to locate ALL reinforcing steel and conduits on site. Similarly, for underground scanning, depth is completely dependent on the composition of soils in the area being surveyed. Customer fully understands that for every foot in depth penetration with the GPR equipment, the pipe/utility must be at least 1" in diameter to be located. For example, at 4 feet in depth, the pipe/utility must be 4" or larger to be detected. Some types of pipes are very difficult to locate, such as clay or concrete pipes, and empty PVC type pipes. Given these factors, Patriot Scanning CANNOT guarantee it will be able to locate ALL utilities on site.
- Our goal is to provide you with the answers to your questions regarding what lies below the surface, and where it is located. Customer acknowledges it understands that our answers are based upon the quality of the data retrieved and what Patriot Scanning believes lies below the surface. The decision to proceed with cutting, coring, drilling, boring, or excavation is left entirely up to the customer.
- 3. Patriot Scanning will not accept liability for an inaccurate interpretation or any other reason, and customer agrees to release and indemnify Patriot Scanning and its owners and agents from all losses and damages from all alleged negligence and/or contract claims by customer or any third party. These terms and conditions supersede any other previous terms and conditions either oral or written.
- 4. If Patriot Scanning provides maps or CAD drawings, please note that the map is not survey quality. These are representations of Patriot Scanning's' utility findings performed on a previous date. The scan performed was of limited scope and utilities outside this scope are not shown.
- 5. Payment is due upon receipt of invoice.
- 6. If for some reason the technician arrives on site and the work is cancelled there will be a charge of \$500.00

ACCEPTED AND AGREED:

Billing Company Name:				
Billing Address:				
Company Phone/Email:		PO#:	Job#:	
Print Name:	Signature:		Date:	



Pace Analytical Services, LLC 39 East Longmead Section 5, Item P.

Phone: 413-525-2332

Contact Informat	ion		
Contact Name	Robert Harrell	Prepared By	Tabitha Dacal
Account Name	Hart & Hickman	Phone	(704) 875-9092
Phone	(919) 847-4241	Email	tabitha.dacal@pacelabs.com
Email	rharrell@harthickman.com	Pace Project Manager	Kerry McGee
Project Information	on		
Quote Name	Hart & Hickman_HVL-008_032621	Created Date	3/26/2021
Quote Number	00092120	Shipping Information	onCourier/FedEx
Project Location	NC	MINIMUM	\$200
Turn Around Time	5 BD	LABORATORY FE	E
		Report Level	Level II
		EDD Requirements	s TBD
		Certification	NC
		Requirements	
Address Information	tion		

Bill To Name	Hart & Hickman	Ship To Name	Hart & Hickman
Bill To	3921 Sunset Ridge Rd., Suite 301 Raleigh, NC 27607		

Quote Details

Quantity	Method	Product	Line Item Description	Sales Price	Sub-Total	Total-Price
3.00	EPA 8260	Volatile Organic Compounds (VOCs) (water)		\$68.00	\$204.00	\$204.00
	EPA 7196A	Hexavalent Chromium (Cr VI) (water)		\$30.00	\$90.00	\$90.00
3.00	EPA 6020A	Total Metals	Water. 15 metals + 7470	\$96.00	\$288.00	\$288.00
5.00	TO-15	Volatile Organic Compounds (standard list)	PCE, TCE, cis-1,2DCE, Vinyl chloride, Naphthalene	\$175.00	\$875.00	\$875.00
5.00	Air Media	Individually Certified Canister for TO-15		\$75.00	\$375.00	\$375.00
1.00		Sampling Media	\$50 for unused cans	\$0.00	\$0.00	\$0.00
1.00		Sampling Media	\$25 for unused regulators	\$0.00	\$0.00	\$0.00
1.00	Various	Trip Blank-Quality Control		\$68.00	\$68.00	\$68.00
1.00		Environmental Impact Fee (Per Invoice)		\$9.00	\$9.00	\$9.00



East Longmead

Section 5. Item P.

Phone: 413-525-2332

Grand-Total

\$1,909.00

Additional Pricing Considerations:

If you have specific questions about any conditions noted below, please contact your Pace Analytical Representative.

- Unless accepted, signed and returned, or unless noted above, proposal expires 60 days from Created Date above.
- Quoted prices include standard Pace Analytical QA/QC, reporting limits, compound lists and standard report format unless noted otherwise.
- If project specific MS/MSD samples are submitted, they may be billable.
 Volatile soils need to be frozen within 48 hours of collection. To facilitate this, they should be submitted to

• Volatile soils need to be frozen within 48 hours of collection. To facilitate this, they should be submitted to the lab within 40 hours of collection.

- TAT (Turn Around Time) is in working days unless otherwise specified above.
- To ensure requested TAT is available, please coordinate with your Pace Analytical representative at time of sample submittal.
- Any deviation from the above quoted scope of work, including sample arrival date and volume, may result in adjustment of prices.
- Please include Quote Number on Chain-of-custody to ensure proper billing.
- Pricing includes standard delivery of bottle/sample kits and coolers.
- Charges will apply for non-standard shipping and for projects where shipping exceeds 10% of the total analytical costs of the shipment.
- PACE RESERVES THE RIGHT TO SURCHARGE ON CREDIT CARD PAYMENTS BASED ON CARD TYPE AND ZIP CODE.

Pace Analytical Terms and Conditions

These Standard Terms (Terms) govern all services that Pace Analytical ______ ("Lab") will perform on behalf of

("Client"), and supersede any other written provisions (including purchase/work orders) related to the services, as well as all prior discussions, courses of dealing, and/or performance, unless a separate, executed agreement for the same or similar services already exists between the Lab and Client (collectively "the Parties), or the Parties subsequently agree to terminate or amend these Terms, as allowed in Sections 8 and 10, respectively.

1. Definitions:

Holding Time: The maximum amount of time a sample may be stored before being analyzed.

Sample Delivery Acceptance (SDA): The date and time when Lab officially receives a sample or Sample Delivery Group, as evidenced by either a notation on the Chain of Custody or an entry in the Lab's information management system (LIMS).

Sample Delivery Group (SDG): A set of samples normally shipped and reported to the Lab as a group.

Turnaround Time (TAT): The maximum allowable period within which Lab must report out its analytical testing results to Client, calculated from the date of SDA.

2. Client's Obligations:

- a. Client must complete one (1) of the following steps to initiate Lab's services:
 - i. submit a completed (hard-copy) purchase order
 - ii. place a telephone order
 - iii. email a request
 - iv. attach a completed purchase order to an email
 - v. approve Lab's quotation, or
 - vi. place an order for Lab's supplies via Lab's website.

b. Subject to occasional, mutually agreed-upon exceptions, Client must, for each sample delivered to Lab, provide all of the following information:

- i. a minimum of five (5) days' prior notice
- ii. the name of the responsible project manager
- iii. the name of the person submitting the sample
- iv. the specific collection site
- v. the date and time of collection
- vi. the specific testing being requested, and
- vii. sufficient details about reporting requirement(s).
- c. Client shall also:
 - i. remain liable for any loss or damage to sample(s) until SDA
 - ii. pay all invoices in full on a net 30 basis or as otherwise agreed in writing
 - iii. notify Lab about any disputed charges or results within 30 days of receiving applicable invoice
 - iv. reimburse Lab for any costs, including attorneys' fees, required to collect delinquent payments
 - v. demonstrate its (or, if applicable, the Prime Client's) credit worthiness by accessing the following link:

https://www.pacelabs.com/my-account.html and clicking on "Client Profile Information." (Note: Client must pre-pay for services pending completion of this process and LAB's approval of a credit line.)

vi. pay for any services it orders on any sample(s) already analyzed by Lab.

vii. obtain Lab's prior written consent before assigning billing or payment of Lab services to any credit-worthy third party,

(failure to do so shall mean Client remains responsible for the payment of any outstanding balance)



Section 5. Item P

Phone: 413-525-2332

viii. refrain from using any of Lab's supplies (e.g., sample containers) in connection with any non-Lab services ix. ensure that any sample(s) containing any known hazardous substance is (are) labeled, packaged, manifested, transported, and delivered to Lab in accordance with all applicable regulations

x. obtain Lab's prior written consent before publishing Lab's name and/or any data

xi. reimburse Lab for any out-of-scope services and related expenses (e.g., defending its analytical results or responding to a subpoena for documents and/or expert testimony)

xii. excuse Lab for any failure or delay in its performance caused by Client, a person for whom Client is responsible, or other "Force Majeure" event or circumstance beyond Lab's control, such as government shutdowns, natural disasters, labor strikes, or acts of God; and

xiii. accept responsibility for any claims, damages, losses, expenses, etc. (including reasonable attorneys ' fees) to the extent they were caused by Client's: breach of these Terms; negligence or willful misconduct (which expressly includes Client's use of Lab's name and/or data for anything other than the specific purpose for which it was intended); or violation of applicable laws.

3. Lab's Obligations:

Lab shall:

a. Perform its services in accordance with generally accepted analytical and environmental laboratory practices and professionally recognized standards.

- b. Promptly notify Client of any:
 - i. missing sample(s) and/or sample(s) received in damaged, contaminated, improperly preserved condition, or
 - ii. subpoena or similar legal/administrative order requiring action by Lab so that Client might also take appropriate action.
- c. Assume responsibility for the quality of its services.
- d. Prepare and maintain accurate records.
- e. Obtain or maintain any permit(s), license(s), or certification(s) as necessary for the performance of its services.

f. Charge its fees on a net 30 basis (unless otherwise agreed), including a one and a half percent (1.5 %) per month late charge on any unpaid balances.

- g. Invoice Client for each sample or SDG as reported.
- h. Assume risk of loss or damage to any Client sample(s) upon SDA.

i. Initiate analysis within established holding times - so long as SDA occurred within 48 hours of collection or the first half of the maximum allowed holding time.

j. Indemnify Client for any claims, damages, losses, expenses, etc. (including reasonable attorneys' fees) to the extent they were caused by Lab's: breach of these Terms; negligence or willful misconduct; or the negligence and willful misconduct of persons for whom Lab is legally responsible.

k. Warrant the results, with the express understanding that this warranty is exclusive and does not extend to any merchantability or fitness for a particular purpose.

4. Lab's Discretionary Actions:

Lab may:

- a. Cease all services, including any release of data, if Client does not pay as agreed
- b. Reject or rescind any SDA if Lab decides sample poses a risk
- c. Charge or bill Client directly for:
 - i. reasonable attornevs' fees
 - ii. any supplies (including containers) that are not used or returned
 - iii. outbound/return shipping
 - iv. disposal of any air samples that have not been reclaimed within seven (7) days of Lab's SDA thereof
 - v. disposal of any other samples that have not been reclaimed within 30 days of Lab's SDA thereof, or as otherwise required
 - vi. a minimum fee for invoicing and/or handling samples, and
 - vii. any sample that underwent SDA, but was subsequently, at Client's direction, not analyzed.
- d. Return unused portions of samples found or suspected to be hazardous to Client, at Client's cost.
- e. Retain Client's unreleased data and/or cancel Client's web portal access pending payment in full

5. Confidentiality: The Parties agree that they will take all reasonable precautions to prevent the unauthorized disclosure of any proprietary or confidential information of each other and that they will not disclose such information except to those employees, subcontractors, or agents who have expressly agreed to maintain confidentiality.

6. Governing Law: These Terms shall be construed and interpreted pursuant to the laws of the State of Minnesota without giving effect to the principles of conflicts of law thereof.

7. Term: The Parties shall perform the services identified in the applicable purchase order or other agreement until completed or terminated in accordance with Section 8. below

8. Termination:

- a. Either party may terminate these Terms upon 30 days' prior written notice.
- b. Lab may immediately terminate for any breach by Client, including its failure to pay within 60 days of Lab's dated invoice.



Phone: 413-525-2332

9. Limitation of Liability:

- a. If a court of competent jurisdiction finds that Lab failed to meet applicable standards and if Client suffers damages as a result, Lab's aggregate liability for its negligence or unintentional breach of contract shall not exceed the total fee paid for its services.
- b. This limitation shall not apply to any Client losses arising from Lab's negligence or willful misconduct, so long as Client:
 - i. Notifies Lab of any issue within thirty (30) days of receiving applicable invoice, and
 - ii. Allows Lab to defend its data, even to a regulatory agency that may have previously rejected same.

c. Notwithstanding the foregoing, neither Lab nor Client shall be liable to the other for special, incidental, consequential, or punitive damages.

10. Amendment/Change Order: Any attempt to modify, vary, supplement, or clarify any provision of these Terms is of no effect unless reduced to writing and signed by both Parties.

11. Storage of Data: Following final report issuance, Lab will retain back-up data for up to three (3) years and final reports for up to ten (10) years depending upon the applicable requirements.

<u>12. Intellectual Property</u>: Lab shall retain sole ownership of any new method, procedure, or equipment it develops or discovers while performing services for Client pursuant to these Terms. Lab may, however, grant a license to the Client for its use of same.

13. Non-competition: Client shall not solicit or recruit any Lab personnel for at least 12 months following the termination of the services governed by these Terms.

14. Non-assignment: Neither party may assign or transfer any right or obligation existing under these Terms without prior written notice to the other party, except that Lab may freely transfer the services to another Lab location or, with Client's permission, subcontract the services to a third-party.

15. Insurance: Lab carries insurance with the limits of coverage as indicated below and will, upon Client's request, submit certificates of insurance showing same.

- a. General Liability \$1,000,000 each occurrence; \$2,000,000 general aggregate;
- b. Personal and Advertising Injury \$1,000,000;
- c. Automobile Liability \$1,000,000 combined single limit;
- d. Excess Liability Umbrella \$5,000,000 aggregate; \$5,000,000 each occurrence;
- e. Worker's Compensation Insurance statutory limits; and
- f. Professional Liability \$5,000,000 aggregate, \$5,000,000 per claim.

16. Miscellaneous Provisions:

a. In the absence of an executed agreement between the Parties, the SDA will constitute acceptance of these Terms by Client.
b. The Parties may use and rely upon electronic signatures and documents for the execution and delivery of these Terms and any amendments, notices, records, disclosures, or other documents of any type sent or received in accordance with these Terms.
c. The Parties are at all times acting and performing as independent contractors; neither one shall ever be considered an agent, servant, employee, or partner of the other.

- d. These Terms shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.
- e. Lab's compliance with a subpoena or other order shall not violate any requirement for confidentiality between the Parties.
- f. If any Term herein is invalidated or deemed unenforceable, it shall not affect the validity or enforceability of the other Terms.

IN WITNESS WHEREOF, Client and Lab have executed this Agreement through their duly authorized representatives as of the last date below:

[Client]

By:	
Name:	
Title:	



Pace Analytical Services, LLC 39 East Longmead Section 5, Item P.

Phone: 413-525-2332

Date:

Pace Analytical

By:		
Name:		
Title:		
Date:		



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	John Connet	MEETING DATE:	6/3/2021
AGENDA SECTION:	CONSENT AGENDA	DEPARTMENT:	Legal / Public Works
TITLE OF ITEM:	Adoption of an Ordinance Amend – John Connet, City Manager, An Public Works Director	0 1	•

SUGGESTED MOTION(S):

I move that the City Council adopt the Ordinance Of The City Of Hendersonville City Council to Amend Chapter 18 of the Code Of Ordinances, Cemeteries

SUMMARY:

City staff identified the Chapter 18 – Cemeteries of the City Code is out of date with state law and cemetery best practices. City staff has completely revised Chapter 18 and recommend the adoption of the ordinance amending this chapter. Once the revision is adopted it will be distributed to local funeral homes. If adopted, the revisions to Chapter 18 will be effective at midnight on July 1, 2021.

BUDGET IMPACT: \$ None

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

If no, describe how it will be funded. NA

ATTACHMENTS:

Ordinance Of The City Of Hendersonville City Council toAmend Chapter 18 of the Code Of Ordinances, Cemeteries

Proposed Revised Chapter 18 without redlines

Ordinance #____

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND CHAPTER 18 OF THE CODE OF ORDINANCES, CEMETERIES

WHEREAS, City staff determined Chapter 18 Cemeteries had not been completely reviewedsince its original adoption in 1971; and

WHEREAS, City staff identified numerous conflicts between the current ordinance, state lawand cemetery best practices; and

WHEREAS, the City Manager, City Attorney and Public Works Director have worked to completely reviseChapter 18 – Cemeteries of the City Code.

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

Section 1. Chapter 18 - Cemeteries of the Code of Ordinances for theCity of Hendersonville shall be amended to read as follows (additions are underlined; deletions are shown with strikethroughs):

Chapter 18_CEMETERIES^[1]

Sec. 18-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

<u>Approved Container shall mean a container that meets the specifications for burial as adopted by the</u> <u>Public Works Director in the Rules Governing Public Cemeteries in the City of Hendersonville. The</u> <u>specifications for burial shall be published on the City's website.</u>

<u>Approved Vault shall mean a Vault meeting the specifications contained within the Rules Governing</u> <u>Public Cemeteries in the City of Hendersonville.</u>

<u>Applicant shall mean the person(s) or entity(ies) applying for an Interment Permit or for the purchase</u> of a License. Signature by an Applicant for an Interment Permit shall be deemed a representation by the <u>Applicant that they have the legal authority to inter or cause the interment of the human remains or</u> cremains proposed for interment.

Block means a section of a Public Cemetery or city cemetery that contains a specified number of Lots.

<u>City</u> means the cemetery owned<u>City of Hendersonville</u>.

Code means the Code of Ordinances for the City of Hendersonville.

<u>Container</u> shall mean the vessel in which human remains or cremains are placed for burial. Containers of human remains shall be required to be placed within an approved Vault for interment. <u>Grave shall mean a single space, having the dimensions specified in the Rules Governing Public</u> <u>Cemeteries in the City of Hendersonville</u>, to be used for the purpose of the interment of human remains or cremains, as allowed by this Ordinance and managed by the citythe Rules.

<u>License Application shall mean the form developed by the Public Works Director for use by an</u> <u>Applicant in applying to purchase a License for a Grave or for a Lot. The License Application must</u> <u>specify the person or persons permitted to be interred within the Grave or Lot.</u>

License shall mean a personal, revocable and unassignable, but devisable and inheritable, privilege granted for a fee to reserve a Grave or Lot in a Public Cemetery for the interment of human remains or cremains, having a duration of 100 years, without giving rise to any possessory interest in the land to the Licensee. Upon the burial or human remains or cremains within a Grave in accordance with the terms of this Ordinance and the Rules, the License for such Grave shall become irrevocable. A License shall list the person or person(s) permitted to be interred within the Grave or Lot. Licenses shall not be purchased for resale.

Licensee shall mean the lawful owner of a License.

Interment Application shall mean the form developed by the Public Works Director for use by Applicants in applying for an Interment Permit. The Interment Application shall name all Persons in Responsible Charge if different than the Applicant, including any new land added thereto the provisions of this Ordinance for which such named Persons are responsible for compliance. The Application must be signed by the Applicant and all named Persons in Responsible Charge.

Interment Permit shall mean a permit issued by the Public Works Director or his designee authorizing the imminent interment of human remains or cremains within a designated Grave at any time in the future. a Public Cemetery. The Interment Permit shall name all Persons in Responsible Charge and particular provisions of this Ordinance for which they have assumed responsibility for compliance.

Marker shall mean the single stone placed to identify a particular individual buried in a plot within a lot.

Lot shall mean a group of a number of contiguous Graves as specified in the Rules Governing Public Cemeteries in the City of Hendersonville. Lots may also be identified as a section of a Block.

Monument shall mean the above ground, <u>stone</u> structure located on a <u>grave lotGrave or Lot</u> typically identifying <u>a an individual (if for a Grave) or a group/</u>family <u>or families. (if for a Lot)</u>. <u>See also Permanent</u> <u>Marker</u>.

Ordinance shall mean this Chapter 18 of the Code, as amended or renumbered.

<u>Permanent Marker shall mean a stone or bronze marker, placed to identify the individual(s) buried in a Grave. A monument may also be considered as a Permanent Marker.</u>

<u>Person in Responsible Charge shall mean the person(s) or entity(ies) to whom an Interment Permit is</u> issued. <u>Person in Responsible Charge shall also include any persons or entities responsible for complying</u> with this Ordinance in addition to the named Interment Permit holder.

Public Cemetery shall mean a cemetery owned and operated by the City of Hendersonville.

Rules shall mean the Rules Governing Public Cemeteries in the City of Hendersonville.

<u>Rules Governing Public Cemeteries in the City of Hendersonville shall mean Rules adopted by the</u> <u>Public Works Director as allowed by this Ordinance to govern the use and operation of Public Cemeteries.</u> <u>All such Rules shall be consistent with the terms of this Ordinance.</u>

Section. See "Lot."

<u>Temporary Marker shall mean a marker used to identify the individual interred within a Grave</u> intended to mark a Grave until a Permanent Marker can be installed. All Temporary Markers must comply with the *Rules Governing Public Cemeteries in the City of Hendersonville*.

<u>Vault shall mean the vessel in which a Container is placed for burial, sealed, and designed to protect</u> the integrity of the burial space. All Vaults must comply with the *Rules Governing Public Cemeteries in* the City of Hendersonville. Vaults are not required for the interment of human cremains, but shall be required for all other interment of human remains.

(Code 1971, § 8-1; Ord. No. 09-0942, § 1, 9-10-09)

Cross reference(s) — Definitions generally, § 1-2Cross reference(s) —.

Sec. 18-2. - Application of cityCity laws.

All provisions of the eity Code now in force or hereafter enacted, relating to and defining public offenses in the eity<u>City</u>, shall, insofar as such provisions are applicable, be in full force and effect in the eity cemetery.<u>Public Cemeteries</u>.

(Code 1971, § 8-2)

Sec. 18-3. - Unlawful entry.

It shall be unlawful for any person, other than duly authorized officers, officials or employees of the eity<u>City</u>, to enter into or be upon the <u>cemetery</u> grounds of <u>the eitya Public Cemetery</u> during the time after sunset and before sunrise of any day without first obtaining the permission of the <u>eity officer in charge of</u> <u>such cemetery.Public Works Director or his designee.</u> It shall further be unlawful at all times for any person to enter or leave the grounds other than by the established and open entrances or gateways.

(Code 1971, § 8-3)

Sec. 18-4. - Trespass and loitering; exceptions.

It shall be unlawful for any person to loiter or trespass upon lotsLots and gravesGraves of the eity cemeteryPublic Cemeteries or for the parent or guardian of any child under the age of 16 to permit such child to be within the cemeterya Public Cemetery grounds unless accompanied by an adult person; provided, however, that nothing in this section shall be construed to prohibit any person having lawful business in the cemeterya Public Cemetery in connection with improvement thereof or in connection with the lawful interment or disinterment of human remains or cremains, or to prevent persons visiting the gravesGraves of relatives or friends from being in the cemetery in accordance with the rulesRules and this Ordinance.

(Code 1971, § 8-4)

Sec. 18-5. - Speed of vehicles.

It shall be unlawful for any person to drive any vehicle in the cemeterya Public Cemetery faster than five miles per hour.

(Code 1971, § 8-5)

Cross reference(s) Traffic, ch. 50Cross reference(s) .

Sec. 18-6. - Operation of vehicles and parking.

No person shall drive or move any vehicle within the cemeterya Public Cemetery except over a roadway open for vehicular traffic, or except as permitted by the Rules. No person shall obstruct any path or driveway within the cemeterya Public Cemetery open to vehicular traffic. No person shall use the cemetery Public Cemetery grounds or any driveway therein as a public thoroughfare or drive any vehicle

through such grounds except for purposes of making deliveries in the cemetery, attending a graveside service or burial service, or visiting any gravesite.

(Code 1971, § 8-6)

Cross reference(s) Traffic, ch. 50Cross reference(s)

Sec. 18-7. - Grave decorations (flowers).

The placing of cut flowers or plastic flowers over individual <u>gravesGraves</u> shall be permitted; however, the <u>eityplacing of cut flowers or plastic flowers shall be entirely at the risk of the person placing</u> them, and the City shall bear no risk of loss or damage to any flowers placed. Further the City shall not be responsible for the care of such flowers or the containers that they are placed in. Further, the eity shall-<u>The</u> <u>City may</u> remove, without notice, all flowers, real or artificial, that without notice to any person or entity; however generally, as a guideline and not a mandate, the City will permit fresh flowers to remain over-for a period of fifteen (15) days-, and artificial flowers to remain sixty (60) days from placement. No other <u>Grave decorations shall be permitted.</u>

(Code 1971, § 8-7)

Sec. 18-8. - Rubbish; debris.

It shall be unlawful for any person to dispose of any rubbish, trash, waste materials, litter or debris of any kind in the city cemeteryPublic Cemeteries or to place any permanent materials overon a lotLot which would prevent the perpetual maintenance, including mowing, of the cemeterya Public Cemetery.

(Code 1971, § 8-8; Ord. No. 09-0942, § 1, 9-10-09)

Cross reference(s) Environmental services, ch. 44Cross reference(s) .

Sec. 18-9. - Property damage.

No person shall remove, molest, injure, mar, deface, throw down or destroy any headstone, <u>monumentMonument, Permanent Marker</u>, survey marker, <u>Temporary Marker</u>, corner marker, tomb, vault or mausoleum, or decoration on any <u>cemetery lot in the city cemeteryLot</u>, or open, disturb or molest any <u>graveGrave</u> or place of burial therein.within a Public Cemetery. This shall not prohibit acts by <u>cemeteryPublic Cemetery</u> officers and employees or public officials in carrying out their duties.

(Code 1971, § 8-9)

Sec. 18-10. - Trees, shrubs and flowers.

It shall be unlawful for any <u>unauthorized</u> person to plant any tree, shrub or other plant in the <u>cemeterya Public Cemetery</u> except those <u>permitted planted</u> or <u>caused</u> to be planted by the <u>city official in</u> charge of the cemeteryPublic Works Director or his designee. It shall be unlawful for any unauthorized person to cut down, injure, break or destroy any tree, shrub or other plant growing in <u>the cemeterya Public</u> <u>Cemetery</u> or to pick, pluck or cut any flower or decorative plant, except as authorized by the <u>cemetery rules</u> <u>Rules</u>.

(Code 1971, § 8-10)

Sec. 18-11. - Interment of human remains.

(a) No person shall inter a human corpse or the remains remaining from the cremation of a human corpse at any place or location within the <u>eityCity</u> limits other than in a recognized and established cemetery

or other area regularly dedicated for this purpose. No interment shall occur in the city cemetery unless the city public works director or his designee shall have been notified of the interment at least 48 hours earlier.

- (b) No person or entity shall inter, or cause to be interred, human remains or cremains within a Public Cemetery without having first secured an Interment Permit from the Public Works Director or his designee, and having paid the permit fee associated with the issuance of such a permit. The issuance of an Interment Permit shall be in accordance with the *Rules Governing Public Cemeteries in the City of Hendersonville*. Such Interment Permit shall, at a minimum, contain the name, date of birth, date of death of the deceased, the date and time of the proposed interment, the Grave address/designation in which the interment will occur, and the name and address of the Persons in Responsible Charge if different from the Applicant. It shall be unlawful to inter or to cause the interment of human remains or cremains other than the named deceased within the designated Grave. The Persons in Responsible Charge shall be jointly and severally liable and responsible for compliance with all terms of this Ordinance and the *Rules Governing Public Cemeteries in the City of Hendersonville* related to the interment, the funeral, Gravesite services, placement of the Temporary Marker, and all other Ordinance provisions and Rules related to any of the foregoing.
- (c) Interment Permits must be secured at least forty-eighty (48) hours in advance, with the following exceptions:

(1) If the interment will occur on a Monday, the Interment Permit must be secured no later than 11:00 a.m. on the preceding City business day.

(2) If the interment will occur on a weekend, the Interment Permit must be secured no later than 11:00 am of the preceding Thursday.

(3) If the interment will occur on a City holiday, the Interment Permit must be secured not later than 11:00 a.m. of the preceding City business day that will provide at least forty-eight (48) hours notice to the City.

- (d) (b)No person shall cause to be built, installed or created any aboveground curbing, borders or fencing around any <u>plotLot</u> or <u>graveGrave</u>, or multiple <u>graveGrave</u> sites.
- (c) (e) Nothing may be placed in, on, or around a Grave or Lot other than flowers, monuments and markers that are specifically allowed by this Ordinance. By way of example, and not limitation, benches, flag poles, solar lights, and any other item not specifically allowed, are prohibited.
- (f) (c)No headstones, level stones or any other type of <u>graveGrave</u> marker shall be wider than the width of two adjacent <u>graveGrave</u> sites, or spaces.
- (d) (g) All interment shall be accomplished with the use of an approved container, and there and, for <u>human remains, an approved vault.</u>
- (h) All Licenses obtained after July 1, 2021, shall be only one limited to the interment on each grave site, provided that more thanof (1) one human remains and one cremated remains may be placed in a grave space, or site, upon the granting of permission for such second, or more, interment by human cremains, or (2) two human cremains per Grave. Nothwithstanding the city official foregoing, prior commitments documented in charge of City records for limits that exceed those contained in this paragraph shall be honored.
- (i) The lids of all vaults used for interments shall have affixed thereto by means of permanent attachment a <u>metal tag, composed of non-corrosive metal, bearing</u> the <u>cemetery is first obtained.</u> <u>name, birth date,</u> <u>and date of death of the deceased within the vault.</u>
- (ej) After interment is completed, the top of any concrete box or vault used in such interment shall not be less than 24 inches below the ground level, and <u>suchthe Grave and</u> concrete box or vault shall be <u>completely filled and</u> covered with 24 inches of compacted soil.
- (f) k) Prices, fees, charges and assessments representing the purchase price of burial rights in any cemetery lot or grave site for a License, Interment Permit, the opening and closing of graves, interment feesGraves, and any other services rendered by the eityCity incidental to, or relative to, the use of the

<u>cemeterya</u> <u>Public</u> <u>Cemetery</u> shall be determined by resolution of the <u>cityCity</u> council, and a fee schedule listing the amount and nature of such fees shall be filed in the office of the <u>cityCity</u> clerk.

- (g) 1) Within 24 hours after interment in a cemetery operated by the city the funeral director or other person arranging the intermentPerson in Responsible Charge shall place, or cause to be placed, at an appropriate place on the interment site a temporary markerTemporary Marker designating at least the identity of the person interred. The marker shallTemporary Marker must remain for six months or (and be replaced if removed) until the placement of a permanent identifying monument or other identifier, whichever is earlier. The temporary marker must be removed at the discretion Permanent Marker or Permanent Monument. A Permanent Marker must be placed within six (6) months of the public works department not earlier than six monthsdate of interment, and no later.
- (m) Within 48 hours after interment the burial the Person in Responsible Charge shall provide the City with a certification that internment was completed in the designated Grave and the required Temporary Marker has been placed.

(Code 1971, § 8-11; Ord. No. 09-0942, § 1, 9-10-09; Ord. No. 17-0101, § 1, 1-5-17)

Cross reference(s) Health and sanitation, ch. 26Cross reference(s) .

Sec. 18-12. - Care and cemetery maintenance.

The city<u>City</u> shall provide perpetual care in and for all <u>cemeteries owned and maintained by the</u> city<u>Public Cemeteries</u>. The term "perpetual care" shall be deemed to include the maintenance and care of all grounds, roadways, entrances, gates and fences constructed by the <u>eityCity</u>, but shall not include the maintenance, care, refurbishing, repair or replacement of any tomb, crypt, mausoleum, <u>monumentMonument</u>, vault, headstone, <u>markerPermanent Marker</u>, Temporary Marker, or any other structure of a like nature used in the interment of human remains or the disposition of the ashes resulting from cremation. <u>Notwithstanding the foregoing, the City may elect to repair or maintain select Monuments</u> or Permanent Markers within a Public Cemetery as allowed by law, but such repair or maintenance shall not be deemed an assumption of responsibility for perpetual maintenance and repair of such Monuments or Permanent Markers.

(Code 1971, § 8-12)

Sec. 18-13. - Monuments in the city cemetery. Public Cemeteries.

- (a) All monuments Graves shall have a Permanent Marker.
- (b) All Monuments and markersPermanent Markers within the eity cemeteryPublic Cemeteries shall be erected in accordance with the specifications set by the department of public works and shall be subject to the approval of the director thereof or his designee.contained in the Rules. Only one group/family monumentMonument shall be permitted on any lotLot, with individual markersPermanent Markers set flush with the ground for individual gravesGraves.
- (b) The requirements as to monuments in the city cemetery shall be as follows:
 - (1) The foundations for all monuments shall be of solid masonry concrete and columns of sufficient number to sustain the weight of the monument. All foundations for monuments must be laid not less than 24 inches below the grade of the lot. The area at the top of such foundations must be a 1-2-4 mix. Foundation shall be constructed by the monument company under the specifications set out above at the expense of the owner/company.
 - (2) The owner of monument and other memorial structures shall keep them in good repair, and any structure found to be unsightly and in dilapidated condition may be removed by the city.

- (3) A vase may be attached as part of the monument, as long as the dimensions of the vase shall not be included in the overall dimensions of the monument.
- (c) The requirements as to markers in the city cemetery shall be as follows:
 - (1) No more than one marker may be placed on any grave, and in turn, no more than one grave may be embraced by any one marker within the city cemetery.
 - (2) All markers which shall be placed on any grave within the city cemetery shall be 12 inches wide and 24 inches in length, and six inches in thickness. Any standard markers furnished to the family of any deceased veteran by the government of the United States, and which may not be within the specifications and may be placed on the grave of any deceased veteran.
 - (3) All markers shall be installed so the face is flush to the ground.
 - (4) Bronze markers shall be of a size 12 inches wide and 24 inches long. Bronze markers shall be installed in a concrete base so as to lie flush with the ground.

(Ord. No. 09-0942, § 1, 9-10-09)

Sec. 18-14. Unused Graves and Lots

- (a) Licenses for individual Graves or for Graves within a Lot which are not used within 100 years shall expire.
- (b) Individual Graves and Graves within a Lot which were purchased prior to July 1, 2021 which have not been used within 100 years, shall be deemed abandoned and shall revert to the City if the purchaser shall have died, and there are no known devisees or heirs at law of the purchaser. In such case, the City shall publish a notice once a week for four weeks in a newspaper published in the City, and if no devisee nor heir at law of the purchaser appears within 30 days from the last day of publication, then the individual Grave or Graves that were part of a Lot or part of Lot thereof, as the case may be, shall revert to the City.

Sec. 18-15 Procedures and fees for disinterment

(a) Except as may be otherwise authorized by City Council, no human remains shall be disinterred from a Public Cemetery without the prior delivery to the City Manager of a disinterment permit lawfully issued by the Henderson County Director of Public Health or by other lawful authority, or by a valid court order. Upon receipt, the City Manager may conduct such investigation as deemed necessary to verify the disinterment permit or court order, and shall forward a copy to the Public Works Director. The Public Works Director or his designee shall update the Public Cemetery records to indicate the date of disinterment and the name, and new location of the burial of the deceased.

(b) The disinterment permit holder shall coordinate the disinterment with the Public Works Director or his designee.

(c) An administrative fee set by the City council will be charged to review and coordinate each disinterment request received by the City, and payment is due at the time of request for disinterment.

18-16 Violations of this Ordinance

(a) The City may debar any funeral home from being eligible to apply for an Interment Permit, or to otherwise inter or cause the interment of human remains or human cremains within any Public Cemetery for repeated violations of this Ordinance.

(b) In addition to Sec. 18-16(a) above, Section 1-6 of the Code shall apply to violations of this Ordinance.

Section 2. This Ordinance shall be effective at midnight, July 1, 2021.

Section 3. If any word, phrase, section, paragraph, sentence or other portion of this Ordinance should be declared void, unenforceable, unconstitutional or otherwise of no force and effect by a court of competent jurisdiction, such word, phrase, section, paragraph, sentence or other portion of this Ordinance shall be deemed severable from the remainder of this Ordinance, and such remainder shall be remain valid.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June, 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Drew Finley	MEETING DATE:	6/3/2021
AGENDA SECTION:	New Business	DEPARTMENT:	Water & Sewer
TITLE OF ITEM:	An Ordinance to Amend Chapter Hendersonville to Add a New S <i>Finley, Lead for NC Fellow</i>		5

SUGGESTED MOTION(S):

I move that City Council adopt An Ordinance to Amend Chapter 52 of the Code of Ordinances for the City of Hendersonville to Add a New Section 52-96, Special Assessments

SUMMARY:

Staff have developed a Utility Assessment Policy to provide an organized and coordinated process by which existing area residents may petition the City to receive public sewer and/or water service. A draft version of this policy was presented to you at your November 5, 2020 Regular Meeting. Staff has revised the policy to reflect the guidance received at that meeting. The Water and Sewer Advisory Council has also reviewed this policy and recommends that City Council adopt it. The adoption of this Ordinance will allow the Utility Assessment Policy to take effect.

BUDGET IMPACT: \$0

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

If no, describe how it will be funded.

ATTACHMENTS:

Ordinance to Establish a Utility Assessment Policy

Ordinance #____

AN ORDINANCE TO AMEND CHAPTER 52 OF THE CODE OF ORDINANCES FOR THE CITY OF HENDERSONVILLE TO ADD A NEW SECTION 52-96, SPECIAL ASSESSMENTS

WHEREAS, The City desires to provide an organized and coordinated process by which existing area residents may petition the City to receive public sewer and/or water service through an extension of the City's water or sewer system and pay for these extensions through special assessments and

WHEREAS, through its sewer master planning efforts, the City identified various areas adjacent to the existing sewer service area that have the potential to convert from septic systems to public sewer and

WHEREAS, the City also conducted water master planning efforts that identified areas that have the potential to be served through extensions of the City's water system and

WHEREAS, North Carolina General Statutes Chapter 160A Article 10 ("Special Assessments") authorizes any City to make special assessments for constructing, reconstructing, extending, and otherwise building or improving water systems and sewage collection and disposal systems,

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

Section 1. A new Section 52-96, Special Assessments, to be added to Chapter 52 of the Code of Ordinances for the City of Hendersonville, is hereby adopted as follows:

Sec. 52-96. – Special Assessments.

In addition to the methods for requesting a utility extension provided in this Article III, property owners may petition the City for a utility extension to be financed through the special assessment process in accordance with the City's Utility Assessment Policy and Procedure, adopted by the City Council as authorized by North Carolina General Statutes Chapter 160A, Article 10, Special Assessments.

Section 2. This Ordinance shall be effective upon its adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of May 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Drew Finley	MEETING DATE:	6/3/2021
AGENDA SECTION:	Unfinished Business	DEPARTMENT:	Water & Sewer
TITLE OF ITEM:	Resolution Adopting Utility As Lead for NC Fellow	sessment Policy & Pro	ocedure – Drew Finley,

SUGGESTED MOTION(S):

I move that City Council approve the Resolution adopting the Utility Assessment Policy & Procedure as presented.

SUMMARY:

Staff have developed this Utility Assessment Policy to provide an organized and coordinated process by which existing area residents may petition the City to receive public sewer and/or water service. A draft version of this policy was presented to you at your November 5, 2020 Regular Meeting. Staff has revised the policy to reflect the guidance received at that meeting. The policy was made available to Water and Sewer Advisory Council Members. The updated policy is included here for your review.

BUDGET IMPACT: \$0

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

If no, describe how it will be funded.

ATTACHMENTS:

Utility Assessment Policy & Procedure

Resolution

Resolution #__-

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ADOPT A UTILITY ASSESSMENT POLICY & PROCEDURE

WHEREAS, the City of Hendersonville desires to provide a fiscally responsible method for area residents to connect to the City's public sewer and water systems; and

WHEREAS, through its sewer master planning efforts, the City identified various areas adjacent to the existing sewer service area that have the potential to convert from septic systems to public sewer; and

WHEREAS, the City has also conducted water master planning efforts that identified areas that have the potential to be served through extensions of the City's water system; and

WHEREAS, this process resulted in the development of a Utility Assessment Policy & Procedure for Sewer and Water Improvements which outlines the process by which existing area residents may petition the City to receive public sewer and/or water service through an extension of the City's water or sewer system and pay for these extensions through special assessments; and

WHEREAS, this policy outlines the procedure for the City's consideration and approval of utility infrastructure improvements to be funded in whole or in part by special assessments.

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

- 1. The City of Hendersonville policy is adopted by the City Council of the City of Hendersonville in accordance with the authority granted by North Carolina General Statutes Chapter 160A Article 10 ("Special Assessments") and Sec. 52-89 et seq of the City of Hendersonville Code of Ordinances.
- 2. Nothing herein shall be deemed to limit or restrict any other available options to proceed with utility infrastructure improvements as are now or may be prescribed by the general laws of the State.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June, 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Section 5, Item S.

Angela S. Beeker, City Attorney

UTILITY ASSESSMENT POLICY AND PROCEDURE

FOR SEWER AND WATER IMPROVEMENTS

Introduction and Purpose

The City of Hendersonville ("City") desires to provide a fiscally responsible method for area residents to connect to the City's public sewer and water systems. Through its sewer master planning efforts, the City identified various areas adjacent to the existing sewer service area that have the potential to convert from septic systems to public sewer. The City also conducted water master planning efforts that identified areas that have the potential to be served through extensions of the City's water system. The purpose of this utility assessment policy is to provide an organized and coordinated process by which existing area residents may petition the City to receive public sewer and/or water service through an extension of the City's water or sewer system and pay for these extensions through special assessments.

Scope

This policy applies to all property-owner driven requests to extend the sewer and/or water system owned and operated by the City of Hendersonville where the requested extension is proposed to be paid for by special assessments. This policy shall only be applied to existing, developed, residential areas and shall not be applied to new commercial, industrial, or residential development. These requests shall be in the form of a written petition submitted to the City in accordance with the process and procedure outlined herein.

Authority

This policy is adopted by the City Council of the City of Hendersonville in accordance with the authority granted by North Carolina General Statutes Chapter 160A Article 10 ("Special Assessments") and Sec. 52-89 et seq of the City of Hendersonville Code of Ordinances. This policy outlines the procedure for the City's consideration and approval of utility infrastructure improvements to be funded in whole or in part by special assessments as is hereinafter provided. Nothing herein shall be deemed to limit or restrict any other available options to proceed with utility infrastructure improvements as are now or may be prescribed by the general laws of the State.

PROCESS AND PROCEDURE

Phase I – Petition

1. Area property owner(s) expressing interest in extending the sewer and/or water system owned and operated by the City shall first contact the City and communicate such interest to appropriate City staff along with any additional background

information that may assist in identifying the level of interest present in the given area.

- 2. After receiving such notification of interest, City staff shall conduct a preliminary review of the feasibility of the proposed project and determine the project area including the properties within such area with cooperation from neighboring local government jurisdictions as applicable.
- 3. After conducting a feasibility review of the proposed project, City staff shall send interested property owner(s) a map of the potential project area along with a rough cost estimate (including a single-family equivalent assessment amount) and petition forms to be circulated among area residents. As part of the cost estimate, City staff shall identify the recommended basis upon which assessments would be determined. The single-family equivalent assessment amount shall be calculated by City staff in accordance with the recommended basis and shall be adjusted over time based on the Construction Cost Index provided by the Engineering News-Record. Until confirmation of an assessment roll, the City reserves the right to reevaluate and alter this amount from time to time at its discretion.
- 4. The interested property owner(s) shall be responsible for the circulation of petition forms and may identify a "neighborhood champion" to organize and coordinate the petition distribution and collection process. All assessment amounts and project cost estimates provided by the City at this stage are preliminary and subject to change. City staff shall notify other local government jurisdictions if required based on the location of the potential project.
- 5. Before a water and/or sewer extension will be considered by City Council under this policy, the owners of at least 66% of the assessable properties in the proposed project area shall submit signed petitions to the City requesting that the City extend the sewer and/or water system to serve the project area. Such petitions must acknowledge that **all** property owners in the proposed project area will be required to pay the full assessment amount once the petition percentage threshold requirement has been met.
- 6. The signed petitions shall be submitted in form and manner acceptable to and approved by the City. Upon receipt of the signed petitions, City staff shall secure approval to make special assessments from other local government jurisdictions, if required, by interlocal agreement. Alternatively, petitioners may request annexation into a municipality.
- 7. City Council Resolution #20-0582, adopted October 1, 2020, and all its provisions are hereby incorporated into this policy. All official actions of the City Council pertaining to water and/or sewer extensions, whether effectuated by Ordinance, Resolution, or otherwise, shall be incorporated into this policy.

Phase II - Project

- 1. In accordance with the provisions stipulated in G.S.§160A-223, as amended, the City Council shall adopt a preliminary assessment resolution containing, at a minimum, the following information:
 - a. A statement that the City Council intends to undertake the requested extension(s) (the "project").
 - b. A general description of the nature, location, and scope of the project. (Please note that the scope of the project may not be increased after adoption of the preliminary assessment resolution.)
 - c. The percentage of the total cost that will be assessed.
 - d. The proposed basis for making the assessments.
 - e. The proposed terms of payment of the assessment, either payment in full within 30 days of confirmation of the assessment roll or payment in 10 annual installments at the specified interest rate.
 - f. A statement as to which, if any, assessments will be held in abeyance and for how long.
 - g. An order setting the time and place for a public hearing on all matters covered by the preliminary assessment resolution.
- 2. After the adoption of the preliminary assessment resolution by the City Council, a notice describing the project and its location, and summarizing the terms of the preliminary assessment resolution shall be published in the newspaper, at least 10 days prior to the public hearing date, in the manner prescribed by G.S. §160A-224, as amended. The City shall mail this notice to all affected property owners at least 10 days prior to the public hearing date.
- 3. Following the publication of this notice, a public hearing as outlined in G.S. §160A-225 shall be held on the preliminary resolution.
- 4. After this public hearing, the City Council may approve or reject the project. If the City Council elects to approve the project, the City Council shall adopt a final assessment resolution directing City staff to undertake the project. The final assessment resolution shall, at a minimum, contain the following information:
 - a. A general description of the project.
 - b. The basis on which the special assessments will be levied. (Please note, the basis of assessment may not be changed after adoption of the final assessment resolution.)
 - c. The percentage of the project costs to be assessed. (Please note, this must be the same percentage as was stated in the preliminary assessment resolution.)

- d. The terms of payment, including the conditions under which assessments will be held in abeyance, if any. (Please note, the City may not change the terms of payment after the final assessment resolution is adopted.)
- e. City staff shall then establish an official project budget and present a capital project ordinance to City Council for adoption.
- 5. After the capital project ordinance has been adopted, the City shall complete the design, permitting, bidding, and construction of the project.

Phase III – Assessment

- 1. After the project has been completed, City staff shall prepare a preliminary assessment roll in accordance with the provisions in G.S. §160A-227. This preliminary assessment roll shall include a map showing each property to be assessed, the basis of the assessment, the amount to be assessed against each property, the name of each property owner, and the terms of payment.
- 2. The preliminary assessment roll shall then be filed in the City Clerk's office where it shall be available for public inspection. The City shall notify all affected property owners when the preliminary assessment roll has been filed.
- 3. The City shall then hold a public hearing on the contents of the preliminary assessment roll and make any modifications to it as are appropriate. Notice of the public hearing must be published at least ten days before the date of the public hearing. The notice must provide a general description of the project and alert individuals that the preliminary assessment roll is available in the City Clerk's office for inspection. In addition, a copy of the preliminary assessment roll must be mailed to each owner of the property subject to assessment, along with the amount of the assessment against the particular property.
- 4. At that same public hearing and after all persons in attendance have had an opportunity to be heard, the City Council may confirm the assessment roll, annul the assessments, or modify them as allowed by law. The City Clerk shall enter the date, hour, and minute of the confirmation in the minutes. From and after the time of confirmation, the assessments shall be a lien on the property assessed of the same nature and to the same extent as the lien for county and City property taxes, according to the priorities set out in G.S. §160A-233(c).
- 5. Following the confirmation of the assessment roll, the City shall publish a notice in accordance with G.S. §160A-229 that the assessment roll has been confirmed and the assessment roll shall be forwarded to the City Tax Collector for collection.
- 6. After the publication of this notice, all affected property owners shall make the assessment payments to the City in up to 10 (ten) annual installments over time or in one lump sum payment as may be authorized by the City. If the assessments are

to be paid annually, they shall be included on the property tax bill for each assessed property for all years in which payment is due.

7. Once confirmed, assessments may be set aside in whole as allowed by N.C.G.S. § 160A-231. The assessments on an individual property may not be released or altered.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:John BuchananMEETING DATE: 6/3/2021AGENDA SECTION:CONSENTDEPARTMENT:TITLE OF ITEM:Settlement of Delinquent Taxes & Arrangements for Collection – John
Buchanan, Finance Director

SUGGESTED MOTION(S):

I move that the City Council approve the resolution accepting settlement of the delinquent taxes charged to the Deputy Tax Collector and approving temporary arrangements for the collection of taxes.

SUMMARY:

The Revenue Collection Supervisor/ Deputy Tax Collector Jennifer Musselwhite resigned from her position. As permitted by G.S. 105-373, John Buchanan, Finance Director is submitting settlement of the delinquent taxes on her behalf. Until a new Deputy Tax Collector can be appointed, the delinquent tax receipts and records will be delivered to Jesse Ivens, Senior Accountant in the interim.

BUDGET IMPACT: \$TBD

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

If no, describe how it will be funded. NA

ATTACHMENTS:

Resolution List of delinquent real property tax bills List of delinquent personal property tax bills Tax Settlement Report Tax Collection Percentage Report

Resolution #____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ACCEPT SETTLEMENT OF DELINQUENT TAXES CHARGED TO DEPUTY TAX COLLECTOR

WHEREAS, General Statute 105-373 requires the tax collector to provide settlement of all taxes charged to the collector to the governing board upon their last day in office and;

WHEREAS, In default of such a settlement, or in case of a vacancy occurring during a term for any reason, it shall be the duty of the chief accounting officer or, in the discretion of the governing body, of some other qualified person appointed by it immediately to prepare and submit to the governing body a report in the nature of a settlement made on behalf of the former tax collector.; and

WHEREAS, Whenever a settlement must be made in behalf of a former tax collector, as provided in this subsection (d), the governing body may deliver the tax receipts, tax records, and tax sale certificates to a successor collector immediately upon the occurrence of the vacancy, or it may make whatever temporary arrangements for the collection of taxes as may be expedient.

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

- 1. The settlement of taxes charged to Deputy Tax Collector Jennifer Musselwhite, prepared and submitted by Finance Director John Buchanan is satisfactory and approved.
- 2. Pending appointment of a new Deputy Tax Collector, Jesse Ivens, Senior Accountant is charged with the total amount of delinquent taxes, fees, and interest as approved in the Tax Settlement. He shall be responsible to make settlement upon appointment of the new Deputy Tax Collector.

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

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

			Tax District	
Customer Num	CUSTOMER_NAME	City	Downtown	7th Ave
38601	CALDWELL, DIANE	78.40		
232346	PARRIS, SHANNON DELORES	78.69		
243683	ANGRAM, SAMUEL N	49.00		
245630	JOHNSON LAW FIRM PA	263.87		
247760	WALKER, ANDREW J	674.11		
262526	AMERIGAS PROPANE HENDERSONVILLE	38.62		
263862	MILES, GENE	973.14		
264673	H STEPPE PROPERTIES LLC	19.27		
264851	CARDINAL CARE, INC	92.64		
264977	KEATING, FRANK	6.80		
265311	STEPHENS, RICHARD	302.33		
265332	WILLIAMS, JOSEPH	86.24		
265640	STENCEL, JERRY I	1,072.12		
266421	DOBBS, THOMAS M. CO-TRUSTEES	478.56		
267949	CREASMAN, ROBERT EST	2.38		
271091	FERGUSON, BROOKE T	22.94		
274427	HAYWOOD MANOR HOMEOWNERS ASSOC	2.45		
274606	SMITH, TONY	278.71		
274930	PRIDMORE, DANIEL	46.73		
276347	WEST, MARCIE LEE	19.23		
280500	LANDRUM, KEVIN D	247.68		
282785	NELSON, DAVID A	23.96		
283004	LONG, CAROLINE	13.60		
284400	PARKS, REGINA	3,097.00		
284462	SMOKEY MOUNTAIN RESTAURANT LLC	766.36		
288155	BELLARUE PROPERTIES LLC A NC LL COMPANY	1,870.82		
288167	NAPOLITANO, THERESA	453.25		
288293	SLAUGHTER, GAIL	17.54		
288299	CLARKE, ROBERT M II	130.45		
288429	SANTOS, NESTOR HERNADEZ	1,090.56		
288468	BARNES, CAROL C	690.90		
288623	LIFE CENTER OF DELIVERANCE IN A NC CORPO	70.41		
288650	RAMIREZ, JEFFERY L	391.53		
288698	EVERETT, ERIN	952.63		
288714	DAVES, MARY SUE	41.30		
288815	TAYLOR, TIMOTHY	946.19		
288834	ROEDER, DONALD PATRICK JR.	818.30		
288880	WEISBERG, MAE G	901.60		
	GREENE, MALLORY	749.70		
289092	HORNE, KENNETH T	648.09		

	Tax District			
stomer Num CUSTOMER_NAME	City	Downtown	7th Ave	
289133 FRANKLIN, SHERRY ANN	18.24			
289221 SULLIVAN, MILDRED M	168.80			
289237 STEINBURG, LEONARD	948.15			
289414 ROBINSON, CARROLL THERIAN	481.76	70.00		
289453 EWING, ROY	1,717.06			
289497 MCKENCAL LLC A NC LLCOMPANY	1,730.19			
289511 JACKSON, SHIRLEY ANNE	151.66			
289558 MOSELEY, TROY E & JOYCE M	250.57			
289586 CALDWELL, DIANE R	980.00			
289633 SMITH, ELIZABETH R HEIRS	164.15			
289666 WORSHAM, CLIFFORD LEE	33.38			
289693 ROBINSON, CARROLL K	2,870.48			
289703 BARNWELL, GROVER	3.85			
289848 KNIGHT, RUTH			2.93	
289858 GRAHAM, HELEN R	232.75			
289922 PRIDMORE, DEBORAH	518.68			
290085 DAVIS, MARY	1,008.42			
290247 NELSON, ELIZABETH SMALL	70.98			
290418 NIX, LINDSEY M	629.16			
290701 WARDRUP, JEFFREY R	358.68			
290751 KEELS, HAROLD F JR	83.01			
290788 VOGEL, CHRISTINE FERRIER	1,256.85			
290789 REYNOLDS, SHERRIE LYNN	701.65			
290804 PLACE, VERNON	7.95			
290866 LANDRUM, LAQUANNA	368.48			
290921 HERNANDEZ, J SANTOS	606.13			
290935 VEATCH, LARRY W	4.17			
290981 HARVEY, GERALD	410.13			
291006 BOWMAN, PAUL ANDREW	33.12			
291159 GRAHAM, HELEN R	23.03			
291215 EUDY, CAROL LOVE	644.60			
291305 BROCK, DONALD D	689.92			
291334 MOORE, CYNTHIA ANN	200.00			
291536 STAR NC POOH, LLC	13.38			
291683 WELLMAN, ALYCE	27.05			
291717 KATTERMANN4 HOLDINGS LLC	2,220.04			
291744 BLACK, ARTHUR J	294.98			
296296 HARPER, WILLIAM L	1,788.55			
296325 THOMAS, MARGARET S TRUSTEE	4.12			
296368 BROWN, GUSSIE	835.15			

		Tax District	
Customer Num CUSTOMER_NAME	City	Downtown	7th Ave
296377 TIHPEN, PETSON	280.83		
296425 ALEXANDER, CHRISTOPHER	616.54		
296520 HUDSON, JAMES WILLIAM	1.11		
296661 SMITH, ELEWHEW	149.76		
296731 SHEPHERD, THOMAS R TRUSTEE	712.56		
296832 JAMES, KAREN NEWBORN	241.57		
296954 GORANSON, DAVID MAURICE	358.68		
297087 HODGES, KATHLEEN C. CO-TRUSTEE	6.32		
297119 FAKHOURY, KEVIN A	237.92		
297224 TURK, LAWRENCE M	807.52		
297544 A CUT ABOVE CONSTRUCTION AND INTERIOR DE	269.50		
297769 REESE EXPEDITED FREIGHT LLC	1,067.71		
297773 POLLARD, FRED D	1.96		
298137 WARD, NELLIE F	317.52		
298161 C&S FUTURES LLC	664.44		
298204 JOHNSON, LISA R	14.70		
298213 TWEED, ARTHUR	1,005.97		246.36
298354 WILKINS, CHARLES A	94.02		
298420 COUNTRY BEAR DAY SCHOOL OF HENDERSONVILL	728.14		
298434 SOMERS, ANTHONY B	14.20		
298449 ORR, DORS H	329.28		
298458 PRESSLY, ANNA TRUITT	950.11		
298675 WHITE, MARK K	43.84	1.47	
298700 HYDER, LILLIE	132.84		
298769 CORDARO, MATTHEW ROBERT	1.61		
298774 WILLIAMS, MAMIE D	841.11		
298867 OSTEEN, CAROL LANNING	34.30		
298897 PRIESTER, CAROLYN E.	4.99		
298899 ROMERO, REINA ISABEL	271.95		
298922 WHITTENBURG, MYRTLE ESTATE	88.36		
302482 URIBE, NANCY VARGAS	452.27		
306468 URIBE, ELEUTERIO LOZANO	108.78		
306623 GRANITE PROPERTIES INC	1.96		
306679 UNKNOWN OWNER	983.33		
	52,893.07	71.47	249.29

	I	ax District	
Customer Num CUSTOMER_NAME	City	Downtown	7th Ave
59148 UNITED PARCEL SERVICE(MOTOR FREIGHT)	2,158.39		
188519 CELLCO PARTNERSHIP	3,539.97		
193624 HENDERSONVILLE SERVICE CENTER	79.42		
194718 CAROLINA LIVING CENTER	3,879.04		
194855 DUKE ENERGY CAROLINAS, LLC	1,473.36	13.59	2.43
199292 JERRY'S AUTO SERVICE	229.90		
199514 AUTO BARN	1,634.49		
211546 BURKE REALTY	739.86	1,017.75	
211650 PISGAH REALTY INC	300.96		
226484 ZARGOZA, JOSE	29.56		
227085 CASTANEDA, JOSE	155.81		
227160 CORN, JOHN	5.43		
227380 GONZALEZ, LOURDES	112.29		
227398 GUIDO- PEREZ, NICHOLAS	51.14		
227443 HENDERSONVILLE HEALTH PARTNERS	66.22		
227457 HENNESSY FLOOR CO	276.80		
227532 INVESTOR SERVICES	4.36	2.60	
227559 JETER, JOHN B	20.90	13.75	
227702 MARIN, JULIA	13.04	15.75	
227706 MAROQUIN, WALTER	10.03		
227874 OWL MUSIC CO INC	14.00		
227963 RAETHOR INC	8.50		
228441 BRIX SALON	31.35		
231324 2 GUYS PIZZA & RIBS INC	310.48		
231511 AMUSEMENTS UNLIMITED INC	1.06		
231701 CB GROUP LLC	6.68		
232336 OVER THE TOP PIZZA INC	533.37		
232375 PLANET ZEUS MEDIA LLC	41.55		
232416 REECE, SHEILA RUFF	32.72		
	12.18		
232509 SHEALY, SARITA DARLENE			
232622 TRAN, HUNG HUU	179.74		
232665 WADDELL, KENRIC A	130.95		
235528 AIR CARE & MEDICAL EQUIPMENT	167.20		0.00
235611 ANGRAM, SAMUEL N - EQUIPT.LESSOR	41.80		8.80
235640 ARMENTA, JAVIER TOVAR	13.30	10.24	
235743 BARAM INC	15.71	10.34	
235953 BLOCKBUSTER, INC	611.93		
236207 CABRERA, ESTEBAN	79.89		
236211 CAFE ENTERPRISES, INC	3,690.69		
236265 CAPPS, EDWARD	139.81		
236292 CAROLINA EXCELLENCE INC	57.66		
236307 CAROLINA SEAFOOD INC. SOUTH	439.72		
236544 CONSTRUCTION LOGIC, INC	87.75		
237166 FOUR SEASONS DRY CLEANERS	344.67		
237247 FUNKY BUNGALOW MOSAIC CO LLC	10.19		
237398 GONZALEZ, ROSA	17.14		
237492 GUERRERO, IRMA	32.60		
237710 HERNANDEZ, HELIO	135.44		
237798 HOLDER, CLAUDE JR	97.29		
238163 KASEY REALTORS LLC	521.60		

		ax District	
r Num CUSTOMER_NAME	City	Downtown	7th Av
238234 KING JUCKETT FINANCIAL SERVICES	8.47		
238438 LGH INC	127.49		
238533 LUNA, RIGOBERTO	14.53		
238557 M & L ASSOCIATES, INC.	7.86	5.17	
238828 MENDOZA, INES	12.54		
239005 MOUNTAIN MAN PIZZA LLC	1,682.84		
239025 MUNOZ, DAVID	76.40		
239308 PANIAGUA, FERNANDO	12.12		
239612 RAY INC	271.50		
239718 RIVERA, MARIA NUNEZ	12.18		
239815 RUFF, ANDREW JEFFERY	28.42		
240049 SILVA, NICOLAS HEREDIA	35.53		
240209 SPEARMAN FURNITURE INC.	208.16		
240430 TEAM GLADE LLC	88.87		
240616 VALDEZ, SAVINO	55.59		
240668 WADDELL, DESSIE MAE	69.42		
244278 CELLULAR AIR OF SC LLC	9.49		
244304 CHINA GRILL #25	65.85		
245037 GATEKEEPERS PROPERTY LLC	77.17		
245100 GONZALEZ, MIGUEL A	30.62		
245337 HENDERSONVILLE CONSIGNMENT	29.44		
246421 MURILLO'S CABINETS LLC	37.62		
246850 PROFESSIONAL FIREPLACE INSTALLERS	156.80		
246997 RODRIQUEZ, ISMAEL	59.11		
247010 ROJAS, JORGE	132.02		
254693 BRANNOCK, DAVID	90.20	61.60	
254825 BURNS, BRUCE	22.55	01.00	
254954 CARRILLO, NICANOR	22.67		
255300 D SAMUEL NEILL ATTORNEY	405.90		
255306 DALTON GEORGIA WORLD OF CARPETS	1.95		
255322 DAVID W MOATES D.D.S., P.A.	320.33		
255731 FLIGHT WOOD GRILL & WINE BAR	130.74	89.28	
255944 GLADE HOLDINGS INC.	491.47	05.20	
256167 HARRISON, JUNE MARIE	36.08		
256247 HENDERSONVILLE COMPUTER SYSTEMS	15.08		
256497 ISLE OF SKY CHIROPRACTIC	695.81		
257109 MAGNUM OPUS GRAPHICS INC	7,247.61		
257715 OLMEDO, EVA	19.81		
258165 RICO, ELVIA CHAVEZ	183.62		
258389 SEDIK & COMPANY INC	5.59		
258785 SWORDFISH AMUSEMENT LLC	162.36		
258966 TURBYFILL, JERRY NATHAN	25.17		
259888 LINKOUS & ASSOC LAW OFFICES	1,069.21		
263399 WENDT, LEONA P	6.69		
263618 TRACTOR SHED	203.28	07.00	
263643 ARISTOCRAT WORKSHOP, LLC	143.29	97.86	
264934 TRI STATE FLOORING AND SUPPLY	27.97		
265567 BRENA, ESPERNAZA OLGUIN	15.17		
265575 GUERRA, OSCAR ORNELAS	57.73		
265580 PORTER, MARVIN	7.38		

	T	ax District	
omer Num CUSTOMER_NAME	City	Downtown	7th Av
265785 RODRIGUES, MARIO	8.20		
265911 GRIFFIN GROUP OF NC, INC	139.19		
266470 NEILL, SAMUEL D	46.87		
266479 PEREZ, EBELIO	34.64		
266522 SANCHEZ, MARTIN	14.88		
266543 LUNA, RIGOBERTO	11.73		
267378 GOMEZ, FELIX	12.63		
267394 PINEDA, VERONICA	12.63		
267395 DIAZ, LILLY	29.45		
267408 ENTWISTLE, THOMAS EVERETT	16.15		
267448 FAMILY DOLLAR STORES OF NC #28283	2.60		
270890 TRI-5 ENTERPRISE	248.05		
271571 WILLOW SPRINGS ASSISTED LIVING 2 INC.	1,225.52		
271640 WIGGINS, JACLYN DIANE	978.23		
271663 AVANTCARE INC	6,120.98		
271677 OBSIDIAN COLLECTIVE LLC	24.28	14.77	
271776 MRS G AND ME LLC	90.20	61.60	
271974 RUFF, DOROTHY WILLIAMS	23.66		
272561 RODRIGUEZ, OLIVO	14.88		
273068 CLARK, GREGORY MICHAEL	5.17		
273355 KILOWATT ELECTRIC LLC	80.96		
273402 ESTRADA, ZENAIDA	39.06		
273416 ZOELLER, HEATHER KRISTINA	120.74		
273440 WORKMAN, TELISHA LOREE	927.60		
273450 SMITH, SANDRA R	16.69		
274517 ADVANTAGE HOME CARE, INC	2.67		
274525 LAQUE, MARC	198.44	135.52	
274540 HAIRABEDIAN, DAVID ALAN	6.41		
274572 MY GARDEN OF BEADIN	21.57		
274707 CHEF STARR FOOD SERVICE INC	193.95		
274720 BRABHAM, FELICIA MD.	80.48		
275378 MONTOYA, JOSE	17.42		
275758 BATTISTA, CHRISTOPHER C	6.51		
276204 HERRERA, ERNESTO	38.91		
276247 ZABALETA, MIGUEL ANGEL	540.54		
276250 DEL ANGEL, MARIO ROBLES	14.43		
280074 STARR, JOANNA	106.67		
280079 FALLAS, AMBER	23.72		
280117 HEWITT, MARK W	13.41		
280359 HARRIMAN, JAMIE SUEANNE	29.70		
280779 KP COFFEE	177.39		
280794 OSHIELDS, CHRIS	40.66		
281115 GE CAPITAL INFO TECH SOLUTIONS	9.03		
281115 GE CATTALINI O TECH SOLOTIONS 281195 TOYNE, DANIEL	19.36		
281195 YOTNE, DANIEL 281198 VELAZQUEZ, BERTIN	52.80		
281198 VELAZQUEZ, BERTIN 281399 NHP CARILLON LLC			
	1,165.83		
281401 TRU EXPRESS #6137	40.90		
281402 BLOOMFIELD, ANDREW J	6.13		
281409 CARTER, JOSHUE STEVEN	28.16		

	Tax District		
Customer Num CUSTOMER_NAME	City	Downtown	7th Ave
281418 MORA, JESSICA VALVERDE	51.05		
281441 RALEIGH DURHAM MEDICAL GROUP	96.80	61.60	
281777 REPAIR RIGHT LLC	52.06		
281810 DRAKE, DAVID MICHAEL	32.08		
282097 OSBORNE, JIM	13.64		
282101 WILKIE, ROBERT	10.34		
282107 CEDARWOOD INN INC	97.14		
282119 WILLIAMS, DAVID BLAKLEY	87.36		
282323 STOUT, MICHAEL LAMAR	17.45		
282357 LUBIAN, MARGARITO A	43.08		
282666 RAMIREZ, CLAUDIA ISBETH TAMAYO	64.41		
282686 MONTGOMERY, LAURA	4.09		
282692 CARDENAS, JANET	13.16		
283033 YUSUF, AMANDA NEAL	14.96		
283047 ODIN CORP	222.40		
283063 JOINT SPECIALISTS OF WNC PA	26.11		
283252 GRAVES, JOYCE	1.23		
283260 JACOBSEN, GEORGE	4.60		
283270 MARANATHA CORPORATION	11.82		
283288 RUFF, ANDY	68.90		
283929 MATTHEWS, COURTNEY	53.60		
283958 DAVIS ENTERPRISES	56.05		
284271 CPI IMAGES LLC	147.14		
284283 PEREZ, NICHOLAS GUIDE	10.65		
284556 HARDEE'S RESTAURANTS LLC	458.17		
284577 HAMM, DARRELL W	14.38		
284604 ALAMAN, SANTIAGO	17.25		
284877 WHITE, KIMBERLY	19.80		
291360 PRONGER, RONALD GORDON	12.30		
291979 BOYLES, FRANK JOHN	39.35		
292011 MCWHORTER, RICKEY	127.97		
292013 VIP INVESTMENTS INC	241.45		
292018 SOUTH PAINTING LLC	105.02		
292038 CFV INC	1,578.21	943.66	
292062 LUNA, LEON	19.44	545.00	
292081 JAX LLC	7.09		
292086 DAVISCO, INC	40.99		
292095 PARKHILL, PATRICK EARLE	368.56		
292101 NEILL, SAMUEL D	58.23		
292101 NEILE, SAMOLE D 292125 ADB BLYTHE, INC	1,222.89		
292125 AD5 BETTIL, INC 292135 MATTRESS FIRM INC #3824	1,222.85		
292133 IMAT INCS TIMMING #3824 292143 LUPTON, STACEY	106.09		
292151 PRINCE, JOSEPH O	50.13		
292151 FKINCL, JOSEFILO 292153 FLEX 4 FITNESS	1,422.76		
292167 TIMEPAYMENT CORP LLC	,		
	66.27		
292173 GONZALES, FELIPE PANCHERO	61.25		
292189 GBS BUILDING SUPPLY INC	110.90		
292194 DAVIS, SHERRIE REYNOLDS	65.34		
292195 J WARD GROUP INC	757.59	44 44	
292197 NEVER BLUE ART		11.44	

	Tax District			
Customer Num CUSTOMER_NAME	City	Downtown	7th Ave	
292198 GONZALES, HUGO MANUEL	47.76			
292201 JONGO JAVA LLC	498.67	291.03		
292217 CIGARETTE DEPOT INC	306.22			
292246 MCHENRY, MERRICK CHARLES	5.48			
292260 STARR, HEATHER	3.58			
292261 MINER, DAVID R	5.23			
292273 MOORE, EMANUEL	2.70			
292283 YUSUF, AMANDA NEAL	8.10			
292286 SCHULTE, CORNELIUS P	19.46			
292305 DAVIS HOUSE RETIREMENT HOME	171.53			
292306 CRUZ, MARCO	54.80			
292319 ROGEL, J JESUS NAVA	8.09			
292333 TIRE COUNTRY OF HVILLE INC	2,037.54			
292336 UPSTATE SMOKERS LLC	511.23	304.65		
292354 BLACK BEAR COFFEE COMPANY ESPRESSO BAR &	01110	39.91		
292362 STMC INC MERLE NORMAN COSMETIC STUDIO	82.57	00.01		
292378 MAHLE, GERALD	541.46			
292393 BLACKWOOD, ROBERT ALEXANDER	5.69			
292396 PAR HOLDINGS, LLC	74.78			
292410 JUSTICE LAW FIRM PA	34.77			
292410 JOSTICE LAW FIRM FA	125.02			
292411 DENNY, DIANNE MARTETN 292414 SIMPSON, DAVID				
,	45.54		107.24	
292415 EXECUTIVE AUTO DETAILING	422.41		107.34	
292443 GARCIA, GEMA GARCIA	31.68			
292457 PEREZ, ALFREDO	33.96			
292460 CASE, MARTA ROBLES	13.52			
292473 ZIMMERMAN, OSWALD	42.24			
292480 MENDIETA, EMILIA A	14.01			
292497 THOS. SHEPHERD & SON INC.	987.16			
292505 CHESTER, JAMES LAMAR	3.85			
292511 HUMISTON FAMILY CHIROPRACTIC	25.05			
292512 SISTER & ME INC	71.80			
292521 DAY, ANTHONY	126.25			
292523 MARTIN, PETE	200.15			
292552 MOUNTAIN HOME EXCAVATION	402.78			
292557 HERITAGE HALL SCHOOL	794.61			
292558 QUALITY RECYCLING EQUIPMENT INC	21.42	12.49		
292565 LAND OF THE SKY PAINTING	10.37			
292574 BERLEW, CHARLES	10.29			
292578 STUTTGART MOTORWERKS, INC	1,263.60			
292583 MUSIC CITY VENTURES INC	54.43			
292586 STEVENS, ELIZABETH NICHOLE	30.50			
292587 BISHOP, AUDREY G	396.96			
292611 KILPATRICK AND SONS UPHOLSTERY	185.17		50.03	
292613 DANIELSON, JIMMY CHARLES	110.81			
292615 PALACIOUS, GREGORIO	55.27			
292622 HENDERSONVILLE MOBILE ESTS	12.42			
292643 FOUR SEASONS CHRISTMAS GARDEN DECOR & MO	35.42	4.38		
292647 DANCE ETC	344.98			

	Tax District			
Customer Num CUSTOMER NAME	City	Downtown	7th Ave	
292659 KIBBE, BRADLEY	4.55			
292664 HEEGAARD, INGRID	18.62			
292681 CASTILLO, JOSE MANUEL	27.30			
292725 ARITA, MARIATELA	124.08			
292726 H AND R BLOCK	1.95			
292742 JAMIE, NEEL	307.14			
292765 DRAKE, ROBERT A	2.53			
292773 DREAMSWORK PROPERTIES LLC	359.57			
292786 WOODWARD & RICK PHOTOGRAPHY INC	124.40	75.72		
292798 PARSON INSURANCE AGENCY INC	126.82			
292799 WILSON FUNERAL DIRECTORS	24,567.84			
292810 MACDONALD, NANCY	51.06			
292839 MOUNTAIN VALUATION SERVICES LLC	11.64			
292859 SMOKEY MOUNTAIN FUNDING, INC	284.98			
292876 YANOVOK, JEREMY ALAN	27.01			
292877 OUTAR, DAVID	1.58			
292879 WRAY, MAURY DANA	2.45			
292895 WILLIAM L DAY COMPANIES INC	96.21			
292898 RICHEY, EVA	17.24	10.69		
292909 BLUE BEND PHOTOGRAPHY INC	2.02	10.05		
292913 LEVITT, LAWRENCE	31.75			
292917 ZAPOT, MARCOL	33.09			
292925 CAHUANCI, CATALINA MERINO	68.82			
292928 RICHARDSON, ROBERT M JR	776.96			
292929 KUCHARCHUK, MARK STEPHEN	42.47			
292937 THOMAS, TERRY KEITH	2.53			
292943 PORTER, MARTIN WYATT	46.11			
292945 PORTER, MARTIN WTATT 292960 TEMPO MUSIC CENTER	235.51	307.95		
	47.21	507.95		
292977 HAMM, DARRELL W 292994 MEZZULANA PIZZA COMPANY	821.31	1 172 06		
292994 MEZZOLANA PIZZA COMPANY 293005 MOUNTAIN CAMPER SALES		1,172.06		
	374.44			
293007 CAROLINA MOUNTAIN INTERNAL MEDICINE, P.A ATTN: ERI	4.21			
293016 RAMOS, ELIDEL	53.86			
293024 EDUCATIONAL TRAVEL CONSULTANTS	2.16			
293040 SITTON, THOMAS L	67.28			
293042 PICARIELLO, ANTHONY	12.40			
293064 MESA WOODWORKING	1.26			
293077 ALARCON, HECTOR	3,379.60			
293092 RONNINGEN DESIGN LLC		4.35		
293108 BAILES, JAMES PARKERSON III	22.64			
293111 GLAWSON, GAILYA TALBERT	9.80			
293525 BALSAM WEST FIBERNET LLC	69.05			
296026 EVERGREEN MEDICAL SERVICE	411.77		107.42	
296061 SKYLINE LOGISTICS LLC	91.13			
296071 KUEBLER, DAVID	595.49	152.21		
296077 AARON'S INC.	10,030.89			
296081 ALIXA RX #500235	3.87			
296083 RICKER, WILLIAM DOUGLAS	1.99			
296115 CANTRELL, STANLEY EDWARD	56.64			
296121 BLACK ROSE PUBLIC HOUSE	1,123.67	1,456.93		

	T	ax District	ct		
er Num CUSTOMER_NAME	City	Downtown	7th Av		
296122 ROSENGARTEN, WALTER	23.31				
296124 CLARK, ERIC M	69.18				
296132 JARVIS, JACOB DANIEL	29.76				
296136 BARNWELL, SHERRY L/FKA SHERRY L GOODE	6.43				
296226 CRUZ, TALIA CRISTINA	32.74				
296228 ANDERS, TERRY BRIAN	21.31				
296230 CAROLINA SEAFOOD INC TN	445.03				
296231 FRANK, MICHAEL FREDERICK	2.88				
296234 LINHART REALTY DBA REMAX RESULTS	65.94	37.68			
296239 KEIL, JASON EDWARD	5.00				
296250 CALLOWAY & ASSOCIATES LAW FIRM, PC	2,117.88	1,264.99			
296393 SCHULZE, LEATHA	1,063.88	_,			
296396 PERFECT DELIVERY INC.	2,000.00	14.70			
296400 WADDELL, KENRIC A	86.68	14.70			
296410 CARDINAL CARE INC	6,019.82				
296413 GOLDEN NAIL SPA INC	942.68				
	35.33				
296536 MAYBIN, LISA D					
296537 SMITH, SCOTT JEFFREY	44.82	21.00			
296539 JOHNSON, JOANNE	53.55	31.90			
296550 ESCALANTE, HUGO ORLANDO	73.88				
296559 STRETCH ZONE WNC LLC	125.18	74.57			
296560 BURNS, MICHAEL JACOBY	13.37				
296567 GONZALEZ, GEORGE	109.34				
296614 SWEET GYPSY COFFEE INC	675.94				
296620 LEON, JOSE GUADALUPE PEREZ	153.67				
296624 BOWDREN, MAUREEN	33.42				
296628 ETNIRE, JOHN ANDY	2.53				
296630 WILLIAMS SCOTSMAN INC.	187.58				
296632 GUERRERO, MARTIN	19.64				
296637 LEMMENS, FREDERIC PHILIPPE	65.20				
296688 BETANCOURT, RICARDO	40.75				
296700 GATEHOUSE MEDIA	24.77				
296701 BARRY ENTERPRISES INC.	14.10				
296702 A DOGS DAY OUT INC	73.72				
296704 SHAMBURGER ARCHITECTURAL GROUP PLLC	1.69				
296713 LAUB, JAMES R JR SOLE MBR	248.09				
296719 COMPASS GROUP USA INC.	62.05				
296723 SOUTHEAST JACK INC*	378.82				
296877 SOUTHERN ATHLETICS	72.09				
296880 CALDERON, CARMEN ALUNOZ	184.83				
296896 DUCKWORTH, ANITA GASSNER	119.33				
296898 PHIL CLARK CABINETS INC	95.46				
296908 SIGNATURE SIGNS & GRAPHICS, INC.	900.22				
296909 VERGARA, FORTINA GUADARRAMA	657.22				
296927 OWEN, JAMES MICHAEL	5.23				
296960 CONOPCO INC	8.83				
296964 MARTINEZ, JOSE	57.60				
296973 SANCHEZ, ANDRE TELLEZ	221.96				
296977 ELITE REPEAT BOUTIQUE INC	55.79				

	Tax District		
Customer Num CUSTOMER_NAME	City	Downtown	7th Ave
296984 GONZALEZ, MIGUEL ANGEL	71.85		
296990 NEFFGEN FAMILY STORES LLC	71.49		
297140 WEIMERS, MIKE	377.07		
297144 MILHOLEN, JAMES EDWARD	27.89		
297145 WRAY, MAURY	18.53		
297159 BRAM, MATT	9.71		2.38
297162 HOUCK, KENNETH L	2.53		
297163 WILSON, LARRY	164.01		
297182 BRITTAIN, FREDA	62.40		
297190 VAZQUEZ, MANUAL	129.65		
297306 NEW DEAL PAWN	21.73		
297311 SEEBO, LOUIS HORPELL III	94.04		
297312 GROOMINGDALES PET SALON	470.97		
297313 HOLBERTS HEATING & AIR COND.	3,051.44		
297325 SHEAR MAGNOLIAS SALON	1,276.15		
297330 V ANTIVEROS CONSTRUCTION LLC	34.12		
297460 STAFFORD, CONRAD SCOTT	3.36		
297479 SMITH, MATHEW	24.99		
297481 SABAS, PEREZ SANTIAGO	17.62		
297484 CANDY CAKES BATH BAKERY	12.24		
297498 HARRIMAN, JAMIE SUEANNE	9.50		
297610 WILLIAMS, KIMBERLY R	46.35		
297621 VAZQUEZ, GILBERTO	21.25		
297703 TINSLEY, GREGORY SCOTT	49.64		
297707 ANGLIN, ERIC DEAN	5.18		
297721 WHITMIRE, HANK CHARLES	10.76		
297827 LIGHTNING MEDIA INC	33.89		
297843 CARRASCO, MICHELLE	116.74		
297868 JAMES, CELESTE TURVIN	25.01		
297871 HVILLE DEPARTMENTS 991/994/957	3,070.62	1,829.31	
297970 LEITNER COMPANY	436.41	,	
297971 MOXIE SALON & SPA	90.60	52.81	
297983 STAAB, JOSEPH HENRY	47.04		
297984 ISRAEL, THOMAS MICHAEL	105.85		
298011 ADAMS, ROBERT WHITING JR	9.83		
298019 PATTERSON, ROBIN	23.28		
298087 DIRZO, CRISTINA	25.30		
298307 J E F ENTERPRISES LLC	19.98		
298321 BABER, LARRY GENE	81.93		
298322 ESTRADA, BRENDA	9.40		
298327 ORDONEZ, JOSE LUIS CERA	106.33		
298328 FISH AND PETS	38.50		
298330 ESHEVERRIA, MARIO	13.66		
298335 GILLIAM, GARY SHAWN	13.00		
298339 GILLIAW, GARY SHAWN 298339 KENDALL, MARK	31.02		
298473 MCCALL, STUART ADAM	2.51		
298475 SUMMEY, REGINALD MICHAEL	192.68		
298492 MCCARRICK, GINA	242.04		
298494 J IANNUCCI & SONS INC	3.52		
298499 PABST, JAMES ALEXANDER	11.23		

	T	Tax District				
stomer Num CUSTOMER_NAME	City	Downtown	7th Ave			
298501 SAAVEDRA, LUIS ALBERTO	50.60					
298504 CAMPOS, JOSE	45.39					
298507 AKS FITNESS INC.	14.41					
298515 J MILLER INC	7.56					
298523 BLANCHARD, RONALD G	85.38					
298530 GARCIA, EMELIA	47.17					
298616 GENERAL WIRELESS OPERATIONS INC	235.55					
298636 RANDOLPH C ROMEO-ATTORNEY	633.11					
298646 BLUE RIDGE EYE CARE	3.69					
298651 HADDAD, EDWARD	14.48					
298708 GLISSON, JERALD W	2.53					
298728 SONVICK INC	3,636.55					
298730 PRICE, ROBERT BRIAN	15.87					
298736 ZENITH PRODUCTS CORPORATION	12.55					
300115 MITTEN VAPORS	85.05					
300168 SUMO'S JAPANESE STEAKHOUSE	24.10					
300254 SOUTHEAST CLIMATE CARE	407.32					
300619 BLUE RIDGE RETIREMENT	2,433.11					
301381 ASAP PROMOTIONALS	1.03					
302400 GARRITT, PAUL ELTON	58.16					
302403 PEREZ CANSECO, MAURO GUSTAVO	10.36					
302404 LANNING, KAMIYO	9.31					
302414 EXECUTIVE HOLDINGS INTERNATIONAL LLC	98.04					
302432 JACK BRYSON	95.73					
302476 BREVARD, WILLIAM ZACHARY	27.81					
302477 LATRELLA, PETE	8.27					
302479 OWENBY, MARY	78.69					
302500 A SOUTHERN CUP FINE TEAS	423.28					
302509 MORENO, SUGEY	15.09					
302512 WOODRING, STEVEN DOUGLAS	22.53					
302518 SLACHCIAK, GEORGINA M	10.76					
302521 PF HENDERSONVILLE	2.96					
302536 RAY, MARK	375.85	218.83				
302542 COOL BEANS COFFEE	563.28					
302548 BROWN, NAPOLEON EUGENE	21.20					
302562 AMERI QUIPT OF N C INC	39.57					
302580 DAVIS, BRYAN RICHARD	6.62					
302602 CRUZ, VENANCIO ELISEO	30.94					
302619 INOGEN	8.54					
302622 WHITE, L	17.52					
302674 CHAPEL-HORST, SUKA JO	20.09					
302675 COX, ELBERT EUGENE JR	14.69					
302678 BRAZIL, J C JR	271.43					
302682 CORRAL, MIRIAM	33.96					
302683 GARLAND, TOM	18.61					
302685 HOWLAND, WILLOWDEAN	42.39					
302686 WESTLAND GROUP INC.	5,650.66					
303142 SUPERIOR COMFORT SYSTEMS	1,439.30					
303142 SUPERIOR COMPORT STSTEMS 303181 MOUNTAIN APPLIANCES	433.76					
	433./0					

	Tax District					
Customer Num CUSTOMER_NAME	City	Downtown	7th Ave			
304176 TONY'S AUTO REPAIR	2,234.79					
305219 THE POE HOUSE	537.21					
305423 SHEFITNESS	76.00					
306435 MERRILL, DALE CAROL	2.23					
306436 LUGO, CHRISTIAN ULISES-FUENTES	5.80					
306438 RODRIGUEZ, ERIC	12.73					
306444 JACKSON, RANDOLPH LAWRENCE	3.29					
306445 BLYTHE, AARON DAVID	2.38					
306447 HARRIS, STEVEN JOE	3.22					
306448 HUNTLEY, DAVID CHARLES	9.83					
306451 PEREZ, DOMINGO	1,322.70					
306454 LUX SALON, LLC	88.55		26.41			
306460 MOVEMENT MORTGAGE, LLC	9.93		-			
306467 THE DUGOUT SPORTS BAR & GRILL	2,556.64	1,515.07				
306479 CORE, JIMMY R	5.39	1,515.07				
306482 ISLAS, ALEJANDRO	24.50					
306496 MORGAN, STEPHANIE KYLE	1.50					
306497 MANTZ, HENRY	8.60					
306498 MCMANUS, JACQUELINE WHELCHEL	1.06					
306500 CARR, SABINA H	9.32					
306522 DETOURS		497.05				
	823.90	487.95				
306538 PRATT, SHARON SCHULTZ	18.33					
306539 MORROW, RYAN CRAIG	128.28					
306545 WILLOUGHBY, PETER ALAN	5.81					
306547 TURNER, JAMES SETH	18.87					
306553 VAPE ON	117.25					
306580 MARWIN, ANGELA HILDEGARD	159.62					
306585 JARRELL, CHARLIE C	18.76					
306597 UNIVERSAL HOSPITAL SERVICES INC	3.32					
306602 FLAT ROCK CIDER WORKS LLC	847.53	484.30				
306607 ORR, EVELYN DIANE	58.75					
306612 RELEVE PERFORMING ARTS CENTER, LLC	24.14					
306635 MEZA, ERNESTO ZAMUDIO	2.70					
306646 HOLCOMB, ANTHONY	43.12					
306648 OWEN, RONNIE DALE JR	25.61					
306670 KING, DICKIE H	90.81					
306674 RHA HEALTH SERVICES	178.22					
306675 DADDY D'S SUBER SOULFOOD	150.56		43.29			
306693 DUFFY, MICHAEL PATRICK	3.58					
306695 COXWELL, JAMES EDWARD JR	7.17					
306697 TAYLOR, JAMES DAVID JR	50.02					
306705 MORROW, DAKOTA LANE	5.13					
306706 SMITH, CHRISTOPHER LEE	1.80					
306723 PARLOUR 232	426.38					
306726 HEART OF GOLD BODY ARTS, LLC	22.49					
306731 ALLIANCE CORP INC	359.78					
306787 ROOT PERFORMANCE FITNESS	157.59					
306810 SOHO NAIL SPA	656.29					
307568 NORTHSTATE BUILDING CORP	2.15					

		1	ax District		
Customer Num	CUSTOMER_NAME	City	Downtown	7th Ave	
307592	DUNCAN, BILLY DALE	35.98			
307702	RADCLIFFE, RICHARD	32.34			
307744	DROP AND PLAY, LLC	109.69			
307745	THE BREWERY EXPERIENCE	3.31			
307748	CHILDREN'S WORLD CENTER, INC.	236.82			
307762	GATEWAY OCCUPATIONAL THERAPY, PLLC	72.65			
307769	STEPS TO HOPE ACADEMY, LLC	1,184.48			
307789	MATTRESS MAN	1,196.55			
307804	THE BAKER'S BOX	155.89			
307813	COLLINS AUTO SALES & DETAIL	358.15			
Grand Total		174,574.82	12,385.01	348.10	187,

City of Hendersonville Tax Settlment of Taxes Charged to Deputy Tax Collector 5/25/2021

	Charged to the Deputy Tax Collector	Adjustments Inso	olvent Collections	Uncollected
Real/Personal Property	395,256.74	(15,403.58)	139,331.40) 240,521.76
Fees	2,627.64	(3.57)	1,341.12	1,282.95
Interest	148,139.24	(269.56)	44,801.02	103,068.67
Total	\$ 546,023.62	\$ (15,676.71) \$	- \$ 185,473.53	\$ \$ 344,873.38

City of Hendersonville Tax Collection Percentage Report 5/25/2021

		2018			2017			2016			2015	
Taxes	Billed	Unpaid	% Collected	Billed	Unpaid	% Collected	Billed	Unpaid	% Collected	Billed	Unpaid	% Collected
City	8,092,449.05	85,705.22	98.94%	7,609,436.45	33,823.76	99.56%	7,388,772.72	18,457.86	99.75%	7,265,409.58	23,092.61	99.68%
Main St	236,420.81	4,419.99	98.13%	239,804.17	3,381.25	98.59%	239,240.67	1,147.15	99.52%	236,775.97	621.38	99.74%
7th Avenue	17,938.86	323.02	98.20%	17,830.49	34.34	99.81%	17,917.39	140.53	99.22%	17,914.43	27.87	99.84%
	8,346,808.72	90,448.23	98.92%	7,867,071.11	37,239.35	99.53%	7,645,930.78	19,745.54	99.74%	7,520,099.98	23,741.86	99.68%
	Collected % Year	of Levy	97.97%	Collected % Year	r of Levy	97.15%	Collected % Yea	r of Levy	98.17%	Collected % Year	of Levy	98.01%

		2014			2013			2012			2011	
Taxes	Billed	Unpaid	% Collected									
City	6,931,482.25	14,079.28	99.80%	6,422,734.81	15,589.40	99.76%	6,379,758.00	7,155.49	99.89%	6,449,354.56	10,234.52	99.84%
Main St	229,054.70	464.05	99.80%	231,915.62	995.31	99.57%	239,908.42	229.46	99.90%	258,968.00	150.88	99.94%
7th Avenue	10,780.30	57.67	99.47%	11,092.32	5.16	99.95%	11,110.22		100.00%	11,588.08	-	100.00%
	7,171,317.25	14,601.00	99.80%	6,665,742.75	16,589.87	99.75%	6,630,776.64	7,384.95	99.89%	6,719,910.64	10,385.40	99.85%
	Collected % Year	of Levy	97.87%	Collected % Year	of Levy	98.58%	Collected % Year	r of Levy	97.92%	Collected % Year	of Levy	97.17%

		2010			2009	
Taxes	Billed	Unpaid	% Collected	Billed	Unpaid	% Collected
City	6,366,739.97	9,882.59	99.84%	6,314,913.50	9,447.24	99.85%
Main St	235,783.18	5.17	100.00%	238,636.60	1,041.84	99.56%
7th Avenue	8,458.76	-	100.00%	8,612.33	8.80	99.90%
	6,610,981.91	9,887.76	99.85%	6,562,162.43	10,497.88	99.84%
	Collected % Year	of Levy	96.86%	Collected % Year	r of Levy	97.10%



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Angela Reece, City Clerk	MEETING DATE:	June 3, 2021					
AGENDA SECTION:	CONSENT	DEPARTMENT:	Administration					
TITLE OF ITEM:	Resolution Approving Title VI Pl	Resolution Approving Title VI Plan – Angela Reece, City Clerk						

SUGGESTED MOTION(S):

I move that City Council approve the Resolution adopting a Title VI Plan to prohibit discrimination in programs and services and in activities receiving Federal financial assistance.

SUMMARY:

Title VI activities are mandated by the federal government to ensure that people of all races, income levels, ages, and abilities have an equal voice in the planning and project delivery processes and receive equal benefit from the results of such planning. The City of Hendersonville is actively engaged in Title VI activities as a direct recipient of federal funding. The City of Hendersonville has developed a robust Title VI program, the goal of which is to ensure all people have a meaningful role in processes associated with the delivery of the City's programs and services.

All recipients are required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 forbids discrimination against anyone in the United States because of race, color, or national origin by any agency receiving Federal funds. The Federal-Aid Highway Act of 1973 added the requirement that there be no discrimination on the grounds of sex. Additionally, the Civil Rights Restoration Act of 1987 defined the word "program" to make clear that discrimination is prohibited through an entire agency if any part of the agency receives Federal financial assistance.

Simply stated, The City of Hendersonville is to ensure that none of its activities or programs treats any part of the community any differently than another. The City of Hendersonville expects every manager, contractor, and employee of federal-aid funds administered by the City to be aware of and apply the intent of Title VI in performing assigned duties.

This Plan outlines the requirements, roles, method of administration, and analysis that supports the City's Title VI objectives.

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

Section 5, Item U.

ATTACHMENTS:

Resolution

Resolution #R-21-47

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL ADOPTING A TITLE VI PLAN TO PROHIBIT DISCRIMINATION IN PROGRAMS AND SERVICES AND IN ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

- **WHEREAS,** in 1964, Congress enacted the Civil Rights Act of 1964, which included that section labeled Title VI which prohibits discrimination in any activity which is financed by federal funds or receives federal financial assistance; and
- **WHEREAS,** since the adoption of Title VI, additional federal regulations and court decisions have further refined the definition of "federal financial assistance" and what entities are affected and controlled by Title VI; and
- **WHEREAS,** the City of Hendersonville has no formal policy in place for defining and preventing discrimination in the activities and for the entities Title VI affects; and
- **WHEREAS,** the interpretation and application are not intuitive or readily understood, requiring an understanding of what "federal financial assistance" might be in any particular situation and what persons or entities must comply with Title VI; and
- **WHEREAS,** a policy and procedure for reporting violations will provide guidelines for the City, City Departments and private persons and companies doing business with the City and receiving federal financial assistance.

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

- 1. The attached "Title VI Policy" is hereby adopted as the official policy of the City of Hendersonville for applying, reporting and enforcing Title VI of the Civil Rights Act of 1964
- 2. That the City Manager shall have authority to amend this policy as necessary to comply with Title VI of the Civil Rights Act of 1964, including but not limited to the addition of a grievance procedure.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

City of Hendersonville

Title VI Plan



Adopted by City Council: _____

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Introduction

The City of Hendersonville (hereinafter referred to as the City) has adopted this Title VI Plan to ensure that the City is in compliance with the provisions of Title VI of the Civil Rights Act of 1964. This program was developed to guide the City in its administration and management of Title VI-related activities.

Title VI prohibits discrimination on the basis of race, color or national origin in programs or activities receiving federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency. Discrimination on the basis of gender, age, and disability is prohibited under related statutes. These Presidential Executive Orders and the related statutes fall under the umbrella of Title VI.

Federal-aid recipients, subrecipients and contractors are required to prevent discrimination and ensure nondiscrimination in all of their programs, activities, and services whether these programs, activities and services are federally funded or not. The City of Hendersonville Title VI Coordinator(s) are responsible for providing leadership, direction, and policy to ensure compliance with Title VI and environmental justice principles.

Title VI is a mechanism that directs the federal financial assistance, which drives or promotes economic development. By legislative mandate, Title VI examines the following public policy issues:

- Accessibility for all persons
- Accountability in public funds expenditures
- Disparate impact
- Economic empowerment
- Environmental justice
- Infrastructure development

- Minority participation in decision making
- Program service delivery
- Public and private partnerships built in part or whole with public funds
- Site and location of facilities

Title VI was enacted to ensure equal distribution of federal funds regardless of race, color, or national origin. Because of this, Title VI:

- Encourages the participation of minorities as members of planning or advisory bodies for programs receiving federal funds.
- Prohibits discriminatory activity in a facility built in whole or part with federal funds.
- Prohibits entities from denying an individual any service, financial aid, or other benefit because of race, color, or national origin.
- Prohibits entities from providing a different service or benefit, or providing these in a different manner from those provided to others under the program.
- Prohibits entities from requiring different standards or conditions as prerequisites for serving individuals.
- Prohibits locating facilities in any way that would limit or impede access to a federally funded service or benefit.
- Prohibits segregation or separate treatment in any manner related to receiving program services or benefits.

City of Hendersonville Title VI Plan

- Requires assurance of nondiscrimination in purchasing of services.
- Requires entities to notify the respective population about applicable programs.
- Requires information and services to be provided in languages other than English when significant numbers of beneficiaries are of limited English-speaking ability.

Title II of the Americans with Disabilities Act (ADA) protects qualified individuals with disabilities. It requires accessibility to protected individuals to all programs and services offered by the City of Hendersonville. Title II applies to State and local government entities, and, in subtitle A, protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities. Title II extends the prohibition on discrimination established by section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, to all activities of State and local governments regardless of whether these entities receive Federal financial assistance.

Additional Authorities in Summary

The City of Hendersonville establishes the Title VI plan not only on the adoption of a local policy, but by long standing federal law.

Title VI of the Civil Rights Act of 1964 [Pub. L. 88-352 (1964), codified as 42 U.S.C. §§2000d through 2000d-4]:

Title VI of the Civil Rights Act of 1964 prohibits the discrimination in, or the denial of benefits under, any program or activity receiving federal financial assistance on grounds of race, color or national origin.

The Civil Rights Restoration Act of 1987, [Pub. L. 100-259, Sec. 6 (1988), codified as 42 U.S.C. §2000d-4a] :

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms "programs or activities" to include all programs or activities of federal aid recipients, subrecipients, and contractors, whether such programs and activities are federally assisted or not.

Federal Aid Highway Act of 1973, [Pub. L. 93-87 (1973), codified as 23 U.S.C. §324]:

The Federal Aid Highway Act of 1973 provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

Age Discrimination Act of 1975, [Pub. L. 94-135 (1975), codified as 42 U.S.C. §6102):

The Age Discrimination Act of 1975 provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

Americans with Disabilities Act of 1990, Subchapter 2, Part A [Pub. L. 101-336 (1990); codified as 42 U.S.C. §§12131-12134]:

The Americans with Disabilities Act of 1990 provides that no qualified individual with a disability shall, by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a state or a local government.

Section 504 of the Rehabilitation Act of 1973 [Pub. L. 93-112 (1973), codified as 29 U.S.C. §794]:

Section 504 of the Rehabilitation Act of 1973 provides that no qualified handicapped person, shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

23 CFR Part 200:

23 CFR 200 are administration regulations promulgated by the Federal Highway Authority that specify the Title VI implementation requirements for state departments of transportation at state and local levels.

49 CFR Part 21:

49 CFR 21 are administration regulations promulgated by the US Department of Transportation that specify the Title VI implementation requirements for state departments of transportation at state and local levels.

Executive Order No. 12898:

Executive Order 12898 regards federal actions to address Environmental Justice in minority populations and low-income populations. (Environmental justice seeks equal protection from environmental and public health hazards for all people regardless of race, income, culture and social class. Additionally, environmental justice means that no group of people including racial, ethnic or socioeconomic groups should bear a disproportionate share of the negative environmental consequences resulting from industrial, land-use planning and zoning, municipal and commercial operations or the execution of federal, state, local and municipal program and policies).

Executive Order No. 13166:

Executive Order 13166 regards the improvement of access to services for persons with Limited English Proficiency.

Definitions

As used in this Title VI Plan, the following mean:

Affected Parties: persons protected against discrimination because of race, color, national origin, sex, age, disability, or income by the Title VI Requirements, and the City of Hendersonville's Non-Discrimination Policy.

American Community Survey: The American Community Survey is an ongoing survey conducted by the United States Census Bureau. This ACS provides vital information on an annual basis about our nation and its people. Local communities depend on information from the American Community Survey, as well as the 2020 Census, to decide where schools, highways, hospitals, and other important services are needed. The data collected through the American Community Survey (ACS) and the 2020 Census help determine how to distribute more than \$675 billion of federal spending each year.

Contractor: a person or entity who has entered into an agreement with the City that is subject to the Title VI Requirements.

Limited English Proficiency (LEP): Limited English Proficiency (LEP) refers to individuals who cannot speak, read, write, or understand the English language at a level that permits them to interact effectively.

Locating and siting actions: a recommendation by City staff or decision by the City staff or the City Council that will result in the construction of a public facility that could have adverse environmental impacts on the surrounding area.

Meaningful access: the provision of communicative assistance by the City necessary to allow affected persons to participate in governmental services/activities.

Proposed Project: a project that receives federal funds and is subject to the Title VI Requirements.

Subrecipient: a person or entity that receives federal funds from the City to be used by the entity to further the objectives of the federal grant. The City is the recipient of the grant, and the person or entity is a subrecipient of those grant funds. An example of a subrecipient relationship would be where the City grants federal funds to a non-profit corporation that the corporation uses to provide assistance for low-income households to pay utility bills.

Title VI Assurances: conditions imposed upon contractors or subrecipients as a result of federal funding being directly or indirectly provided to the contractor or subrecipient.

Title VI Requirements: the nondiscrimination provisions contained in Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898 and Executive Order 13166.

Appendices

City Council Resolution, Appendix A

The City includes in this plan, the Resolution adopting a Title VI Policy to prohibit discrimination in programs and services and in activities receiving federal financial assistance.

Non-discrimination Policy, Appendix B

The City includes in this plan, the adoption of a non-discrimination policy. This policy is referenced in Appendix B and is therefore adopted by the City as part of the Title VI Plan.

Non-discrimination Notice, Appendix C

The City uses the general non-discrimination policy to reflect the adopted policy and to support all activities and services provided by the City of Hendersonville.

Equal Employment Opportunity Statement, Appendix D

This statement is included on the City's job application forms.

Title VI Complaint Form English/Spanish, Appendix E

The City uses the attached complaint forms to receive Title VI complaints. The forms will be translated into Spanish and digitized using Cognito Forms and made available on the City's website.

Staffing and Organization for Implementation of this Title VI Plan

The City Manager is ultimately responsible for ensuring the City's compliance with Title VI Requirements, including, but not limited to, monitoring City programs, preparing required reports and undertaking such other responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 CFR 21 (Appendix D- Complaint Form). To ensure compliance the City Manager has appointed the City Clerk to serve as the Title VI Plan and Program Coordinator who will work in conjunction with Department Directors or his/her designee as necessary to ensure required compliance. The City Manager may designate supervised employees to be additional Title VI Coordinators for individual Departments as necessary.

Management of the Title VI Plan

The City Clerk or his/her designee, serving as the Title VI Plan and Program Coordinator is responsible for the overall management of the Title VI Plan, under the direct supervision of the City Manager to include the following responsibilities:

• Process and research complaints regarding compliance with the Title VI Plan that are received by the City.

- Maintain permanent records, which include, but are not limited to copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations.
- Work with Department Directors or his/her designee to review City programs or projects receiving federal funding for matters regarding Title VI compliance and reporting and coordinate with relevant and appropriate staff and/or the City Attorney to compile statistical data related to race, color, national origin, sex, age, disability, and income of participants in, and beneficiaries of, federally funded programs to ensure compliance with the Title VI Plan Requirements. e.g. relocates, affected citizens, and impacted communities.
- Coordinate training with Department Directors related to Title VI Requirements for City staff who are responsible for Title VI Plan compliance.
- Make recommendations to the City Manager on ways to achieve compliance with Title VI Plan requirements.
- Develop information regarding this Title VI Plan for dissemination to the general public and, where appropriate, use the LEP Program to ensure dissemination of the information to affected populations.
- Ensure that individuals who will be affected by locating and siting actions obtain meaningful access to the public awareness/involvement process.
- Identify deficiencies in complying with the Title VI Plan Requirement and make recommendations to the City Manager for remedial actions to be taken to promptly resolve such deficiencies.
- Annually prepare a Title VI Plan Compliance Report that documents progress, accomplishments, impediments, and goals in fulfilling this Title VI Plan.
- Disseminating the City of Hendersonville Title VI Plan to City employees and publishing on the City's website.
- Identify and promote opportunities for City staff to receive Title VI training.

Departmental Responsibility

Each Department Director is responsible for Title VI compliance, with support from the Title VI Coordinator, for individual projects. Compliance activities include, but are not limited to:

- Ensuring that all aspects of a project's planning process and operations comply with the Title VI Plan Requirements.
- Conduct Title VI reviews of construction contractors, consultant contractors, suppliers, and other recipients of federal-aid highway fund contracts administered through the City.
- Ensuring that Affected Parties have meaningful access to a project's planning processes.
- Assisting the Title VI Coordinator in gathering and organizing data and reviewing programs or projects receiving federal funding for the Title VI Plan Report.
- Reviewing the Department work programs, policies, and other directives to ensure compliance with the Title VI and ADA Compliance Plan Requirements.
- Verifying the level of participation of Affected Parties at public outreach meetings.
- Maintaining a list of Interpretation Service Providers.

- Reviewing the City of Hendersonville Title VI Plan with Department employees and coordinate with appropriate federal and state transportation agencies to periodically provide staff with training opportunities regarding nondiscrimination.
- Maintaining a list of employees who have received Title VI training.
- Ensuring that City contractors and sub-recipients are aware of the City's Title VI Policy.
- Working with staff involved with consultant contracts and the sub-recipients found to be noncompliant to resolve the deficiency status.
- Familiarizing themselves and staff with Federal and state nondiscrimination regulations and procedures in respective subject areas.
- Work with the City Attorney to ensuring proper Title VI Language is in all contracts.
- Supervising staff activities pertaining to nondiscrimination regulations and procedures set forth in federal guidance and in accordance with the City's Title VI Plan.
- Reviewing important issues related to nondiscrimination with the Title VI Coordinator, as needed.

Title VI information Dissemination

Title VI information posters shall be prominently and publicly displayed at City of Hendersonville offices. The name of the Title VI Coordinator and supporting information is available on the City's website at <u>https://www.hendersonvillenc.gov/</u>. Additional information relating to nondiscrimination obligations can be obtained from the Title VI Coordinator.

Title VI and Limited English Proficiency Training

Title VI information shall be disseminated to City of Hendersonville employees via the Policies and Procedures and/or Employee Handbook. This document will be given at this time as a reminder to employees of the City of Hendersonville Title VI policy statement and of their Title VI responsibilities in their daily work and duties.

The City of Hendersonville staff and agency members will be trained to understand their obligations to provide meaningful access to information and services for LEP persons to ensure that staff knows about LEP policies and procedures and is able to implement the LAP. The City will include training as part of Title VI training and refresh procedures and policies prior to conducting public outreach for any project or program in likely LEP areas. For staff with more frequent contact with LEP persons, in-depth training will be provided. All staff, even if they do not interact regularly with LEP persons, will be fully aware of and understand the plan so they can reinforce its importance and ensure its implementation.

The following training will be provided, but not limited to, all City's staff:

- Information on Title VI Policy and LEP responsibilities
- Description of language assistance services offered to thepublic
- Use of the Language Identification Placards
- Documentation of language assistance requests

• Use of the City's Language line service

• How to handle a potential Title VI/LEP complaint

Subcontracts and Vendors

All subcontractors and vendors who receive payments from the City of Hendersonville, where funding originates from any federal assistance, are subject to the provisions of Title VI of the Civil Rights Act of 1964 as amended.

Written contracts shall contain non-discrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

Title VI Plan: Areas of Practice

Policy and Public Notice

The City adopts within this plan a Non-Discrimination Policy. Appendix B.

The City adopts within this plan a Non-Discrimination Notice. Appendix C.

The City adopts within this plan an Equal Employment Opportunity Statement. Appendix D.

The City adopts within this plan a Discrimination Complaint Form. Appendix E.

Elimination of Discrimination

The City will continue its practice of identifying discrimination based on race, color, religion, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income, and where such discrimination is found to exist, implementing programs or practices to eliminate the discrimination.

Public Dissemination of Information

The Title VI Plan and Program Coordinator or his/her designee shall assist City staff in the creation and dissemination of Title VI Program information and materials to City employees, subrecipients, contractors, Affected Parties, and the general public. Public dissemination efforts may include posting public statements setting forth the City's non-discrimination policy; inclusion of Title VI Assurances in City contracts and grants; and publishing the City's Non-Discrimination Policy Statement on the City's website; including the notice and policy into all adopted plans and program documents.

Title VI Assurances in Contracts and Grants

Contracts and procurement are integrated into each department. Department Directors in conjunction with the City Attorney will ensure that all federally funded contracts administered by the City contain Title VI Assurances. In the event that the City distributes federal funds to another entity through grants or other agreements, the Department Director administrating the grant or agreement will ensure that such grants and agreements contain the Title VI Assurances. The Department's project administrator or grant administrator, or his or her designee will monitor the performance of the contract or grant for compliance. The Department Director will coordinate efforts to ensure that the requirements of Title VI are met throughout the entire contracting and grant performance process.

Data collection

Statistical data on Affected Parties will be compiled by each Department Director or his/her designee and provided to the Title VI Plan and Program Coordinator or his/her designee. The data compilation process will be reviewed regularly to ensure the data is sufficient to meet the requirements of this Title VI Plan.

Site and Facility Location

The City shall not make selection of a site or location of a facility for participants in and beneficiaries of the City's federal aid programs if that selection could exclude individuals from participation in, or deny them benefits of, or subject them to discrimination on grounds of race, color or national origin, or could substantially impair the accomplishment of the objectives of the non-discrimination policy.

Environmental Justice in Minority and Low-Income Populations

In accordance with Executive Order 12898, titled "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," the City will develop strategies to review, consider, and address disproportionally high and adverse human health or environmental effects on minority and low-income populations, and will provide minority and low-income communities access to public information and an opportunity for public participation in matters relating to human health or the environment.

Limited English Proficiency (LEP)

Title VI of the Civil Rights Act of 1964 and its implementing regulations require that recipients of federal funds take responsible measures to ensure meaningful access to benefits, services, information and other important portions of programs and activities are available for individuals who are LEP.

Authority

Executive Order (EO) 13166 -Improving Access to Services or Persons with LEP (August 11, 2000) sets forth the compliance standards that recipients of federal funds must follow to ensure that the program and activities they normally provide in English are accessible to LEP persons and thus does not discriminate on the basis of national origin in violation of Title VI of the Civil Rights

Act of 1964, as amended, and its implemented regulations. Recipients must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons.

Limited English Proficiency (LEP) Policy Statement

It is the policy of the City of Hendersonville to take reasonable steps to provide meaningful access to its programs, activities, and services for persons with Limited English Proficiency (LEP). The City is committed to complying with federal requirements in providing meaningful access to its programs, activities, and services for LEP individuals who cannot speak, read, write, or understand the English language at a level that permits them to interact effectively.

Purpose of the Limited English Proficiency (LEP) Plan

The purpose of this Limited English Proficiency (LEP) Plan is to demonstrate compliance with Title VI of the Civil Rights Act of 1964, and to fulfill the requirements of Executive Order 13166. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the grounds of race, color, or national origin by any entity receiving federal financial assistance. The purpose of Executive Order 13166 is to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language. The purpose of the LEP Plan is to address access needs of persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

Limited English Proficiency Assessment- Persons Served

Approximately <u>8.8% of residents</u> in Hendersonville primarily speak a language other than English. About 5.8% of these residents speak Spanish and of that percentage, 35.3% speak English less than "very well". The City of Hendersonville will review demographic data and solicit data from the LEP community to identify language assistance needs within its service areas, utilizing the <u>American Community Survey</u> (ACS).

Available Resources

Given the small population of LEP individuals, the City does not have specified language resources. The City does have access to a language line, if needed. The City also collaborates with federal, state, and local agencies to provide language translation and interpretation services. Spanish language outreach materials from organizations such as federal, state, and local transportation agencies are used when possible. Users of the City of Hendersonville's website have online access to Google Translate, an online language translation service which allows users to translate to and from Spanish and 56 other languages.

At a minimum, the following documents will be translated into Spanish and posted on the City's website:

- Title VI Public Notice
- Title VI & ADA Complaint Form

City of Hendersonville Title VI Plan

- Title VI Plan
- Customer Service Forms
- All Development Permits
- Notification of Language Assistance

Language Assistance Measures

The City of Hendersonville utilizes <u>Relay North Carolina</u>, a free telecommunication service that enables people who are Deaf, Hard of Hearing, or DeafBlind to place and receive phone calls. The City also utilizes <u>LanguageLine Solutions</u> for translation of written documents and materials and for interpretation services. The City may also utilize other interpretation services. Staff will continue to monitor and evaluate the City's LEP Plan based on requests for LEP assistance and frequency of contact with LEP Persons, and will make adjustments or changes as needed. There are several measures that can be taken to identify persons who may need language assistance in our service area which include the following recommendations:

- City staff will utilize the services of the language line when encountering an LEP person on the telephone.
- City staff will continue to seek partner organizations proficient in Spanish to provide information about the City plans and programs. Translation and/or interpretation services, for Spanish and other languages, will be considered upon request and in coordination with partner agencies in the area.
- The City will include this statement when running general public meeting/hearing notices: "The City of Hendersonville will strive to provide reasonable accommodations and services for persons who require special assistance to participate in this public involvement opportunity. Contact the City Clerk at 1-828-697-3005 for more information."
- When the City of Hendersonville sponsors an event, it will have a staff person greet participants as they arrive. By informally engaging participants in conversation, it is possible to gauge each attendee's ability to speak and understand English. In addition, during the first encounter of a LEP individual in a face-to-face situation, the City staff plans to use language identification "I Speak" flashcards developed by the U.S. Census Bureau. These cards have the phrase, "Mark this box if you read or speak 'name of language," translated into 38 languages. The Census Bureau's Language Identification Flashcard can be downloaded for free at http://www.lep.gov/ISpeakCards2004.pdf. The City plans will make the "I Speak" cards available at public meetings and other community input events. Once a language is identified, a relevant point of contact will be notified to assess feasible translation or oral interpretation assistance. Staff may not be able to provide translation assistance at the time but will utilize the cards as a tool to identify language needs for future events/meetings.
- Examine record requests for language assistance from past meetings and events to anticipate the possible need for assistance at upcoming meetings.
- Translate vital documents in languages other than English.
- Train staff
- Monitory and update the LEP Plan.

Planning-specific activities:

The City is committed to gathering input from all stakeholders, and every effort is taken to make the planning process as inclusive as possible. The impacts of transportation improvements resulting from these planning activities have an impact on all residents. Understanding and continued involvement are encouraged throughout the planning process. As a result of the longrange transportation planning process, selected projects receive approval for federal funding and progress towards project planning and construction under the responsibility of local jurisdictions or state transportation agencies. These state and local organizations have their own policies to ensure LEP individuals can participate in processes, how and when a specific transportation project is implemented.

Title VI Program Review and Report

Department Directors or his/her designee will conduct <u>Title VI Program Reviews</u> to assess the Department's effectiveness in ensuring compliance with the Title VI Requirements which shall be submitted to the Title VI Plan and Program Coordinator on or before <u>November 30th</u> of each year. The Title VI Program review shall include a list of Departmental programs or projects subject to the Title VI Requirements; a summary of any complaints of violations of the Title VI requirements and how each complaint was resolved; a summary of the statistical data, a summary of any Title VI training provided; and a general assessment of the Title VI compliance by the Department.

The Title VI Plan and Program Coordinator shall prepare a <u>Title VI Annual Report</u> to be submitted to the City Manager on or before <u>December 31st</u> of each year. The Report will be based on the Title VI Program Reviews and shall include an executive summary; a list of programs subject to the Title VI Requirements; a summary of any complaints of violations of the Title VI requirements and how each complaint was resolved; a summary of the statistical data, a summary of any Title VI training provided; a general assessment of the Title VI compliance by the Department; an evaluation of administrative procedures and staffing; review of operational guidelines for Department staff, contractors and subrecipients; and assessment of resources available to ensure compliance with the Title VI Requirements.

Reports and shall contain an assessment of the accomplishments during the preceding year; a list of recommended changes to the programs subject to the Title VI Requirements; and a list of recommended goals and objectives for the upcoming year.

Prevention

The City will actively seek to prevent Title VI deficiencies or irregularities. In taking such action, the Department Director will work with the Title VI Plan and Program Coordinator or designee to create an action plan within 90 days of the date that the need for preventive or remedial action is identified by City staff. A copy of the action plan will be provided to the Department Director and the City Manager and retained by the Title VI Plan and Program Coordinator. When the Department Director reasonably believes a contractor or subrecipient has violated a Title VI Requirement, the Department Director will follow the following process:

The project or grant administrator and the Department Director will meet with the contractor or subcontractor to conduct an initial review of the facts supporting a finding that a violation of the Title VI Requirements has occurred or is occurring.

If, after the initial review, the Department Director in conjunction with the City Attorney concludes that the contractor or subrecipient has violated the Title VI Requirements, the contractor or subrecipient will be given a reasonable time, not to exceed 90 days from the date notice is provided to the contractor or subrecipient, to voluntarily correct noncompliance.

The City will seek to obtain the cooperation of the contractor or subrecipient in correcting noncompliance and will offer to provide technical assistance needed by the contractor or subrecipient to obtain voluntary compliance with the Title VI Requirements.

A follow-up review will be conducted within 180 days of the date notice is provided to the contractor or subrecipient to ensure that the violation of the Title VI Requirements has been corrected. If after the review, the contractor or subrecipient has failed to correct the violation, the City Manager may take appropriate action (e.g., withhold funds, cancel contract) required to comply with the City's obligation under the federal grant.

When a contractor or subrecipient has failed or has refused to comply with Title VI requirements within the 180-day period after the initial review, the Department Director will submit two copies of the file to the appropriate state or federal agency, along with a recommendation that the file be reviewed for a determination of whether the contractor or subrecipient has violated the Title VI Requirements.

Title VI Complaint Process

Any person who believes that he or she or any other program beneficiaries have been subjected to unequal treatment or discrimination in their receipt of benefits and/or services from the City, or on the grounds of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income, may file a complaint. The complaint form is included in **Appendix E** of this document and will be made available on the City's website and in paper form at City facilities.

Every effort will be made to obtain early resolution of complaints. The option of information mediation meeting(s) between the Title VI Plan and Program Coordinator or his or her designee, City staff, contractors, subrecipients and Affected Parties may be utilized for resolution.

The following procedures cover all complaints filed under Title VI. These procedures do not deny the right of the complainant to file a complaint with state or federal agencies or to bring private action based on the complaint.

 Any person, group of persons, or entity that believes they have been subjected to discrimination under the Title VI requirements may file a written complaint using the form provided in Appendix E of this document with the Title VI Plan and Program Coordinator. The complaint must be filed within 180 days of the alleged discriminatory act or occurrence.

- 2. Upon receipt of the complaint, the Title VI Plan and Program Coordinator will confer with the City Attorney to determine whether the City has jurisdiction over the complaint, whether the complaint contains the necessary information, what additional information is needed, and whether further investigation is needed.
- 3. Upon finding the City has jurisdiction over the complaint the City Clerk will forward to the City Manager, Department Director or his or her designee and any relevant staff.
- 4. The Title VI Plan and Program Coordinator will provide the respondent the opportunity to respond in writing to the allegations of the complaint. The respondent shall have fifteen working days from receipt of notification to provide a response to the allegation in the complaint.
- 5. If the complaint is against a contractor or subrecipient, the City shall have fifteen days from receipt of the complaint to advise the appropriate state or federal agency of the receipt of complaint and statutes of the investigation.
- 6. Within sixty days of the receipt of the complaint the Title VI Plan and Program Coordinator, or Department Director shall prepare a written investigative report. The report shall include narrative description of the incident, identification of persons interviewed, findings, and recommendations for resolution and corrective action. The written report will be sent to the City Attorney.
- 7. The City Attorney will review the report and meet with the City Manager, Title VI Plan and Program Coordinator, Department Director or his or her designee to determine the appropriate action.
- 8. When the investigative report is complete and appropriate action has been determined, the complainant and respondent shall receive a copy of the report, statement of appropriate action, and notification of appeal rights.
- 9. Within fifteen working days of the complainant and respondent receiving a copy of the report and determination of appropriate action, the Title VI Plan and Program Coordinator, Department Director or his or her designee will meet with each party to discuss the determination of appropriate action as well as the findings made in the investigative report.
- 10. Within sixty working days of receipt of the original compliant, a copy of the complaint and the City's investigative report and determination of appropriate action will be provided to the appropriate federal or state agency for comments.
- 11. Within fifteen working days of receiving comments from the federal or state agency, the Title VI Plan and Program Coordinator, Department Director or his or her designee will meet with all parties to discuss comments provided by the responding agencies.
- 12. After receiving comments from the federal or state agency, the City Manager shall review the comments and adopt a final decision that includes taking appropriate actions to address any comments provided by a federal or state agency. The final decision shall be provided to all parties of the proceedings and shall include a statement that a party has a right to appeal the decision if the party produces evidence of new facts that were not previously considered and could not have been reasonably discovered during the investigation.

13. If a party is not satisfied with the results of the investigation or the resolution of the complaint, the party may appeal the City Manager's decision to the appropriate federal or state agency, by filing a request for an appeal no later than 180 days after the date of the City Manager's final decision.

APPENDIX A: RESOLUTION TO ADOPT A TITLE VI POLICY

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL ADOPTING A TITLE VI PLAN TO PROHIBIT DISCRIMINATION IN PROGRAMS AND SERVICES AND IN ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

- **WHEREAS,** in 1964, Congress enacted the Civil Rights Act of 1964, which included that section labeled Title VI which prohibits discrimination in any activity which is financed by federal funds or receives federal financial assistance; and
- **WHEREAS,** since the adoption of Title VI, additional federal regulations and court decisions have further refined the definition of "federal financial assistance" and what entities are affected and controlled by Title VI; and
- **WHEREAS,** the City of Hendersonville has no formal policy in place for defining and preventing discrimination in the activities and for the entities Title VI affects; and
- **WHEREAS,** the interpretation and application are not intuitive or readily understood, requiring an understanding of what "federal financial assistance" might be in any particular situation and what persons or entities must comply with Title VI; and
- **WHEREAS,** a policy and procedure for reporting violations will provide guidelines for the City, City Departments and private persons and companies doing business with the City and receiving federal financial assistance.

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

- The attached "Title VI Policy" is hereby adopted as the official policy of the City of Hendersonville for applying, reporting and enforcing Title VI of the Civil Rights Act of
- 2. That the City Manager shall have authority to amend this policy as necessary to comply with applying, reporting and enforcing Title VI of the Civil Rights Act of 1964.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

City of Hendersonville Title VI Plan

Angela S. Beeker, City Attorney

APPENDIX B: TITLE VI NON-DISCRIMINATION POLICY

It is the policy of the City of Hendersonville to ensure that no person shall, on the grounds of race, color, national origin, Limited English Proficiency, income-level, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City of Hendersonville program or activity, including, where applicable, religion, as provided by Title VI of the Civil Rights Act of 1964 and other pertinent nondiscrimination authorities.

The following practices are hereby prohibited throughout the City of Hendersonville to comply, at a minimum, with Title VI and related requirements:

- Denying to an individual any standard service, financial aid, or other program benefit without good cause.
- Providing any service, financial aid, or other benefit to a person which is distinct in quantity or quality, or is provided in a different manner, from that provided to others under the program.
- Subjecting a person to segregation or separate treatment in any part of a program.
- Restricting in the enjoyment of any advantages, privileges, or other benefits enjoyed by others.
- Using methods of Administrations, which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination.
- Applying different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual or other integral activities.
- Using acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because s/he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing.
- Allowing discrimination in any employment resulting from a program, the primary purpose of which is to provide employment.

APPENDIX C: NON-DISCRIMINATION NOTICE AND ACCESSIBILITY RIGHTS

The City of Hendersonville complies with Title VI of the Civil Rights Act of 1964 and other pertinent nondiscrimination authorities, and will not exclude from participation in, deny the benefits of, or subject to discrimination any person based on **race**, **color**, **national origin**, **limited English Proficiency**, **income-level**, **sex**, **age**, **or disability (or religion**, **where applicable)**, under any programs or activities conducted or funded by the City of Hendersonville.

ATTENTION: If you speak a language other than English, the North Carolina Relay service is available to you, free of charge by calling 711 or toll free 888-825-6570

Anyone with a hearing or speech impairment may use Relay NC, a free telecommunications relay service that enables people who are Deaf, Hard of Hearing or DeafBlind to place or receive phone calls. This service may be used to call the City of Hendersonville. <u>Relay NC</u> can be accessed by dialing 1-800-735-2962 (TTY) or 1-800-735-8200 (Voice), Voice Carry-Over:711 or 877-735-8260, Hearing Carry-Over:711 or 800-735-2962, Speech-to-Speech:711 or 877-735-8261, Spanish Relay:711 or 888-825-6570. For more information, please visit the Relay NC website at: <u>https://relaync.com/</u>

ATENCION: Si habla un idioma distinto del inglés, los siguientes servicios de asistencia de idiomas están disponibles para usted, de forma gratuita. Intérpretes cualificados e información escrita en otros idiomas.

Any person who believes they have been wronged by a discriminatory act (action or inaction) of the City of Hendersonville or its funding recipients, has the right to file a complaint with the City of Hendersonville. For instructions on how to file a complaint, or additional information regarding the City of Hendersonville's nondiscrimination obligations, please contact:

The Discrimination Complaint Form is included in **Appendix D** of this document and will be made available on the City's website. You can file a complaint in person or by mail, fax, or email. The City Clerk will assist persons requesting accommodation in filling out the form.

Angela Reece City Clerk 160 Sixth Ave. East Hendersonville, NC 28792 828-697-3005 828-697-3014 (Fax) areece@hvlnc.gov | https://www.hendersonvillenc.gov/

You can also **file a civil rights complaint** with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the <u>Office for Civil Rights Compliant</u> <u>Portal, at the following link: https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf</u> or by mail or phone at:

U.S. Department of Health and Human Services 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201 1-800-368-1019 800-537-7697 (TDD)

City of Hendersonville Title VI Plan

APPENDIX D: EQUAL EMPLOYEMENT OPPORTUNITY STATEMENT

The City of Hendersonville is an equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity, national origin, veteran status, or genetic information. The City of Hendersonville is committed to providing access, equal opportunity, and reasonable accommodation for individuals with disabilities in employment opportunities.

APPENDIX E: DISCRIMINATION COMPLAINT FORM IN ENLIGH AND SPANISH

Hendersonville, North Carolina

Discrimination Complaint Form

RETURN COMPLAINT FORM TO: The City of Hendersonville Title VI Plan and Program Coordinator 160 6 th Ave E. Hendersonville, NC 28792 828-697-3005								
	FOR	R OFFICE USE ONLY						
Date Complaint Received:								
Processed by:								
Case #:								
Date Referred:								
Any person who believes that he/ may file a written complaint with	she has been subjected to d the City of Hendersonville, w	discrimination based upon race, within 180 days after the discrim	color, creed	l, sex, age, nati urred.	onal origin, or disability			
Last Name:		First Name:			□Male			
					□Female			
Mailing Address:		City		State	Zip			
Home Telephone:	Work Telephone:	E-mail Address		·				
Identify the Category of Discrimin	ation:							
		NATIONAL ORIGIN		□ SEX				
CREED (RELIGION)			FICIENCY					
*NOTE: Title VI bases are race, color, na		ound in the "Nondiscrimination Assuran	nce" of the FTA	Certifications & A	ssurances.			
Identify the Race of the Complair				_ • · •				
□ Black	□ White	□ Hispanic		□ Asian A				
American Indian	Alaskan Native	Pacific Islande						
Date and place of alleged discrim	iinatory action(s). Please inc	clude earliest date of discrimina	tion and mo	st recent date o	of discrimination.			
Names of individuals responsible	for the discriminatory action	n(s):						
How were you discriminated agai as possible what happened and v were treated differently from you.	why you believe your protect	ted status (basis) was a factor i						

Name Address Telephone 12		the discrimination alleged above, please explain	prohibits intimidation or retaliation against anyone because he/she has either i d by these laws. If you feel that you have been retaliated against, separate fron ances below. Explain what action you took which you believe was the cause for			
1.			plaint: (Attached additional page(s), if necessary).			
2		relepitone				
3.						
4						
all that apply. INC Department of Transportation						
all that apply. NC Department of Transportation						
all that apply. NC Department of Transportation						
all that apply. NC Department of Transportation						
Federal Transit Administration US Department of Transportation US Department of Justice Federal or State Court Other Have you discussed the complaint with any Hendersonville representative? If yes, provide the name, position, and date of dis Please provide any additional information that you believe would assist with an investigation.	filing dates. Check	lowing? If yes, please provide the filing dates. Cl				
US Department of Transportation			INC Department of Transportation			
US Department of Justice Federal or State Court Other Have you discussed the complaint with any Hendersonville representative? If yes, provide the name, position, and date of dis Please provide any additional information that you believe would assist with an investigation.			Federal Transit Administration			
Federal or State Court Other Have you discussed the complaint with any Hendersonville representative? If yes, provide the name, position, and date of dis Please provide any additional information that you believe would assist with an investigation.			US Department of Transportation			
Other Have you discussed the complaint with any Hendersonville representative? If yes, provide the name, position, and date of dis Please provide any additional information that you believe would assist with an investigation.			□ US Department of Justice			
Have you discussed the complaint with any Hendersonville representative? If yes, provide the name, position, and date of discussed provide any additional information that you believe would assist with an investigation.			Federal or State Court			
Please provide any additional information that you believe would assist with an investigation.			□ Other			
	liscussion.	Have you discussed the complaint with any Hendersonville representative? If yes, provide the name, position, and date of discussion.				
		on	rovide any additional information that you believe would assist with an investig			
Briefly explain what remedy, or action, are you seeking for the alleged discrimination.		01.				
Briefly explain what remedy, or action, are you seeking for the alleged discrimination.						
Briefly explain what remedy, or action, are you seeking for the alleged discrimination.						
			colain what remedy, or action, are you seeking for the alleged discrimination			
**WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FOR						
WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FOR	TRIVI DELUVV.		CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AN			
COMPLAINANT'S SIGNATURE DATE		DATE	AINANT'S SIGNATURE			

Hendersonville, North Carolina

Formulario de reclamación de discriminación

RETURN COMPLAINT FORM TO: The City of Hendersonville Title VI Plan and Program Coordinator 160 6 th Ave E. Hendersonville, NC 28792 828-697-3005						
Date Complaint Received: Processed by: Case #: Date Referred:		OFFICE USE ONLY				
		ón por motivos de raza, color, credo, rsonville, dentro de los 180 días sigu Nombre de pila:				
Dirección Postal: Teléfono de Casa :	Teléfono de Trabajo :	Ciudad Dirección de Correo Electrónico	Estado	Código de Area		
Identificar la Categoría de Dis □ RAZA □ CREDO (RELIGIÓN)		ORIGEN NACIONAL Daint LIMITED ENGLISH PROFI	□ S CIENCY □ A			
, , , , , , , , , , , , , , , , , , ,	ational origin. All other bases are foun	<i>d in the "Nondiscrimination Assurance" of the</i> ☐ Hispanic ☐ Pacific Islander	e FTA Certifications & As □ Asian Ai	merican		
American Indian Alaskan Native Pacific Islander Other Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination.						
Names of individuals responsible	e for the discriminatory action(s):				
How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional page(s), if necessary).						

The law prohibits intimidation or retaliation against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.						
Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attached additional page(s), if necessary).						
Name	Address	Telephone				
1		-				
3						
4						
Have you filed, or inte all that apply.	end to file, a complaint regarding the matter raised with any of the f	ollowing? If yes, please provide the filing dates. Check				
	□NC Department of Transportation					
	Federal Transit Administration					
	US Department of Transportation					
	US Department of Justice					
	Federal or State Court					
	Other					
Have you discussed t	the complaint with any Hendersonville representative? If yes, provid					
I						
Please provide any ac	dditional information that you believe would assist with an investiga	tion.				
, iterra (
Briefly explain what re	emedy, or action, are you seeking for the alleged discrimination.					
**WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FORM BELOW.						
	ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AN					
COMPLAINANT'S SI	IGNATURE	DATE				
		DATE				

Proclamation

Juneteenth Day 2021

WHEREAS, on September 22, 1862, President Abraham Lincoln issued the Emancipation Proclamation, declaring that as of January 1, 1863, all slaves in the rebellious states would be thenceforward and forever free; and

WHEREAS, it took almost three more years of conflict and loss to bring about the end of the Civil War, and in December 1865, the Thirteenth Amendment to the United States Constitution was nationally ratified, ending the sanctioned institution of slavery; and

WHEREAS, the news of freedom disseminated gradually throughout the nation; on June 19, 1865, Union Soldiers, led by General Gordon Granger, arrived in Galveston, Texas, and issued General Order No. 3 announcing freedom to some of the last slaves in America; and

WHEREAS, June 19, or Juneteenth, became nationally recognized as National Freedom Day, commemorating the abolition of sanctioned slavery in the United States: and

WHEREAS, on this anniversary each year, organizations and individuals throughout the City of Hendersonville and our nation celebrate African American heritage, history, freedom, and culture with events and ceremonies that reflect the power of community, family, art, and tradition in the face of oppression.

NOW, THEREFORE, I, Barbara Volk, Mayor of the City of Hendersonville, and City Council Members, do hereby proclaim June 19, 2021 as

"Juneteenth Day"

in the City of Hendersonville and encourages people to observe Juneteenth as an opportunity to reflect, rejoice, and plan for a brighter future as we continue to address racial injustices in our society today.

PROCLAIMED this 3rd day of June 2021.

Seal

Barbara G. Volk, Mayor City of Hendersonville

Attest:_

Angela Reece, City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Chief Blair Myhand	MEETING DATE:	June 3, 2021
AGENDA SECTION:	PRESENTATIONS	DEPARTMENT:	Police
TITLE OF ITEM:	Resolution to Recognize Disting and Awarding of Service Side Ar		•

SUGGESTED MOTION(S):

Motion to approve the resolution to award Lieutenant Michael Gerard Vesely with his badge and service side arm for a cost of \$1.00.

SUMMARY:

The City of Hendersonville recognizes and appreciates the service provided to the citizens of our community by the commitment of sworn law enforcement officers of the Hendersonville Police Department.

North Carolina General Statute 20-187.2 and City of Hendersonville Policy Granting of Badges and Service Side Arms for Sworn Law Enforcement Officers enables the City Council to award a retiring member or surviving relatives, the badge and service side arm of law enforcement officers.

Lieutenant Michael Gerard Vesely has served the citizens of the City of Hendersonville for 25 years.

The attached resolution will allow the Hendersonville Police Department to award retiring Lieutenant Michael Gerard Vesely with his badge and service side arm for a cost of \$1.00.

BUDGET IMPACT: \$

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

If no, describe how it will be funded.

ATTACHMENTS:

Resolution-Mike Vesely-Service Side Arm and Badge 06-03-21

Resolution

RESOLUTION TO RECOGNIZE DISTINGUISHED SERVICE TO THE CITY OF HENDERSONVILLE AND AWARDING OF SERVICE SIDE ARM

- **WHEREAS,** North Carolina General Statutes 20-187.2 provides that retiring members of law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service; and
- WHEREAS, NCGS 20-187.2 further provides that the governing body of the governing law enforcement agency may, at its discretion, award to a retiring member their service side arm, at a price determined by such governing body, upon determining that the person receiving the weapon is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law; and
- WHEREAS, the City of Hendersonville hereby recognizes 25 years of distinguished service as a law enforcement officer by Michael Gerard Vesely for the City of Hendersonville and its residents; and
- **WHEREAS,** the City of Hendersonville wishes to recognize **Lieutenant Mike Vesely's** service in a manner that is customary for persons retiring from distinguished law enforcement service; and
- NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville that the City of Hendersonville hereby awards to Lieutenant Michael Gerard Vesely his service side arm, Glock model 45, 9 mm, serial number BLPU705, for a cost of \$1.00 as determined in the Policy for the Granting of Badges and Service Side Arms for Sworn Law Enforcement Officers, as a token of appreciation for his many years of service and dedication to the City of Hendersonville and its residents.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Brian Pahle	MEETING DATE:	June 3 rd , 2021		
AGENDA SECTION:	Public Hearing	DEPARTMENT:	Administration		
TITLE OF ITEM:	Budget Adoption FY21-22 – John Connet, City Manager				
SUCCESTED MOTIO					

SUGGESTED MOTION(S):

I move to adopt the fiscal year 2021-22 Budget Ordinance, FY22 Capital Reserve Fund Ordinance, Capital Improvement Plan Resolution of Intent, Capital Project Ordinances (CPO) #21017, #21018, #21019, and #21020, and Reimbursement Resolutions for CPO #21017, #21018, #21019, as presented.

SUMMARY:

This item contains the City Manager's recommended budget for the City of Hendersonville for fiscal year 2021-22. The recommended budget is balanced in accordance with G.S. 159-8. The budget document, its preparation, and adoption express the basic political values of the City. The Local Government Budget and Fiscal Control Act (LGBFCA) requires mandatory dates at which certain processes must be completed per G.S. 159-10-13.

The annual budget ordinance may be amended any time after its official adoption; however, amendments cannot increase or decrease the tax levy or alter a taxpayer's liability unless the City is ordered to do so by a court of competent jurisdiction, or by a State agency having the power to compel the levy of taxes. Appropriations between departments or division with one fund, other than salaries, including contingency appropriations, may be transferred therein by the City Manager as long as the original total appropriated balance for the funds is not changed.

Please note that the budget ordinance as proposed also adopts the City's fee schedule for FY2021-22 which includes, among other fees, the amended stormwater fees being implemented as part of the stormwater utility.

Upon adoption of a budget for FY2021-22, a final approved budget document will be compiled, posted on the City website, and furnished in the office of the City Clerk, City Manager, and Finance Officer.

BUDGET IMPACT: \$N/A

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

If no, describe how it will be funded. EnterTextHere

ATTACHMENTS:

Attachment A – Budget FY21-22



Account Number:	488558
Customer Name:	City Of Hendersonville
Customer Address:	City Of Hendersonville 160 6Th AVE E City Clerk Hendersonville NC 28792-3775
Contact Name:	Angela Reece
Contact Phone:	828-697-3005
Contact Email:	areece@hvlnc.gov
PO Number:	

Print

Product	#Insertions	Start - End	Category
HEN Times-News	1	05/20/2021 - 05/20/2021	Public Notices
HEN blueridgenow.com	1	05/20/2021 - 05/20/2021	Public Notices

Date:	05/18/2021
Order Number:	5871910
Prepayment Amount:	\$ 0.00

Column Count:	1				
Line Count:	89.0000				
Height in Inches:	0.0000				

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\$15.68

Ad Preview

NOTICE City of Hendersonville 160 Sixth Avenue East Henderson-CITY COUNCIL CITY OF HENDERSONVILLE FY21-22 BUDGET PUBLIC HEARING Thursday, June 3, 2021, at 5:45 The City of Hendersonville City Council will hold the FY21-22 Budget Public Hearing during Budget Public Hearing during their regularly scheduled meet-ing on Thursday, June 3, 2021, at 5:45 p.m. in the Assembly Room of the City Operations Building located at 305 Williams St. Hendersonville, NC. On May 19, 2021, the proposed annual operating and capital budget for Fiscal Year 2021-22 was submitted to the City Council of the City of Hendersonville. The proposed budget has been filed with, and is available for public inspecis available for public inspec-tion in the office of the City Clerk, City Hall, 160 Sixth Ave. E., Hendersonville, NC, and on the City's website: www.hvlnc.gov. In accordance with NCGS § 159-12, a public hearing on the Fiscal Year 2021-22 Budget will be held during their regularly sched-uled meeting on June 3, 2021 at 5:45 p.m., or as soon thereafter as it may be heard. Please note that this public hearing will also include (a) the City's fee schedules for Fiscal Year tee schedules for Fiscal Year 2021-22, including but not limited to land development fees and the revised stormwa-ter utility fees; and (b) proposed expenditures for economic development pursuant to N.C.G.S. § 158-71. The public may used listre pursuant to N.C.G.S. § 158-7.1. The public may view and listen to the meeting 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 visithttps://www.hendersonvillenc.g ov/events-calendar and are below. ZOOM Link below: https://zoom.us/join Meeting ID: 957 4684 6396 Passcode: 28792 Dial-in by phone: US: (646) 558-8656 558-8656 Meeting ID: 957 4684 6396 Passcode: 28792 International numbers available: https://us02web.zoom.us/u/kvU RyhOUb Angela L. Reece, City Clerk Angela L. Reece, City Clerk The City of Hendersonville is committed to providing acces-sible facilities, programs and services for all people in compliance with the Ameri-cans with Disabilities Act (ADA), Should you need assis-tance or a particular accom tance or a particular accom-modation for this meeting please contact the City Clerk no later than 24 hours prior to the meeting at 697-3005. Posted 5/20/2021 Advertised in Times-News on 5/21/2021 https://www.hendersonvillenc.g

Section 7, Item A.

ov 05/20/2021 5871910

City of Hendersonville, Section 7, Item A.

Recommended Budget FY2021-2022

Section 7, Item A.

Vision Statement

Hendersonville is a vibrant mountain city where the government and citizens work together for a high quality of life.

Mission Statement

The City of Hendersonville is committed to providing quality, efficient services to all citizens, visitors, and businesses through open communication, timely responses, and quality results.

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About the Cover

"Seasons"

Sponsor(s): Friends of Downtown

Artist: Teresa Duncan

To Benefit: Friends of Downtown Hendersonville

Auction Date: October 2021

Bearfootin' Public Art

Started in 2003, Bearfootin' was created as a fun way to raise money for local charities, while displaying colorful artwork along the downtown sidewalks. A yearly event, the public display of art begins every April and continues through October. Local artists create unique and beautiful artwork, made of fiberglass and hand painted, and every year the new art display is unveiled for exhibition in the spring.

The Bearfootin' Public Art Walk has consistently brought joy to visitors of Historic Downtown Hendersonville while raising a considerable amount of money for local charities and art in Historic Downtown. Sponsored by downtown businesses, each year has a different theme. While most of the years have been bears, there have been several that were other animals. In 2009 it was the year of goats.

Each work is unique and creative, with their personal theme. They are displayed along the sidewalks throughout Main Street and 7th Avenue in Downtown Hendersonville, and can be viewed at any time of the day or night.

Preface

No other aspect of public administration has undergone as much reform or been the focus of attention for political leaders, mayors to presidents, as the annual budget. The budget document and its preparation and adoption express the basic political values of a government. Budgets reflect the negotiations and compromises undergone during the continuous process of budget adoption. They define government's economic and political role in a community, guiding, sanctioning, and limiting administrative action. Budgets not only represent plans for the future, they also mold that future by the policies they contain. A good budget establishes a vision for its respective community and communicates, with utmost transparency, the vision for the future.

The budget document is a tool for maintaining financial accountability. Yet as its preparation has evolved, it has become a forum for establishing strategic goals and performance expectations. The resulting budget has become the public record of a community dialogue for improving organizational performance and management oversight. These attributes demand accountability from administrators and policy makers alike. The budget's quality is dependent upon the quality of input provided throughout the budgeting process.

As the City of Hendersonville continues to advance its organizational excellence and budgetary practices, ultimately making the leap from a good organization to a great one, it will be mindful of the aforementioned role of public budgeting. Providing a transparent document, setting policy and providing accountability will be common practice in this City. The most successful cities are helping citizens, customer, and partners discover budget linkages. Our City will provide the tools necessary to not only decipher this important document but also participate in its conception. This practice is not an accomplishment easily achieved however, by acknowledging the aforementioned criteria and goals the City of Hendersonville continues its pursuit of exemplary budget practices.

FY2

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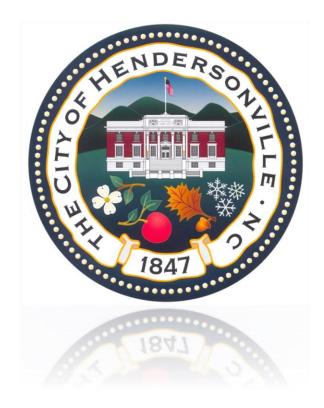
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Capital Project Ordinances	49
Reimbursement Resolutions	57
Fee Schedule	63
10-Year Rate Forecast for Water and Sewer	77
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Pay & Classification Schedule	89

FY2

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FY

The purpose of the *Budget Guide* is to introduce readers to the budget document and processes, assisting in the reader's understanding of the information contained throughout. The Local Government Budget and Fiscal Control Act (LGBFCA) defines the annual budget as "a proposed plan for raising and spending money for specified programs, functions, activities, or objectives during a fiscal year" [G.S. 159-7(b)(1)]. The *Budget Guide* will briefly describe the sections contained within the budget document, explain the budget process, explain how to read charts and graphs and interpret numbers, as well as how to understand the effects of inflation. Note that sample charts and tables do not reflect accurate financial information for the City of Hendersonville.



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The Budget Document

This annual budget provides local officials an opportunity to review and evaluate programs and services. During most of the year, local officials are hard pressed to maintain day-to-day duties and may not have time to evaluate how efficiently and effectively a particular program is achieving its established goals. Even if no changes are made, the City of Hendersonville benefits from the overview of programs and enhances perspective for decisions that must be made every day. The budget document submitted for FY21-22 will consist of six (6) major sections: Introduction and Guide, Budget Message, Budget Ordinances and Resolutions, Fee Schedule, Capital Improvement Plan (CIP), and Pay and Classification Schedule.

Budget Message & Ordinance

The Budget Message is a letter from the City Manager to the City Council that provides an overview of the upcoming fiscal year budget and how it fits with the City Council's priorities. This message should introduce and summarize the budget document, including issues facing the development of the budget, significant budgetary items and trends, and the budgetary effect on short and long-term plans. General Statute 159-11(b) states that the message should include the following:

- A concise explanation of the governmental goals fixed by the budget for the budget year
- Important features of the activities anticipated by the budget
- Reasons for stated changes from the previous year in program goals, programs, and appropriation levels
- Any major changes in fiscal policy

Budget Ordinance & Resolutions

The Budget Ordinance is a statute, legally adopted by the City Council to set spending limits for the coming fiscal year, which runs from July 1 to June 30. The Budget Ordinance also establishes the Capital Improvement Plan, Pay and Classification Schedule, and Fee Schedule set for the coming fiscal year.

The City additionally adopts a variety of ordinances and resolutions to establish capital reserve funds, capital and grant project ordinances, and resolutions of intent to follow future fee schedules and future CIP schedules.

Fee Schedule

The Fee Schedule is a legally adopted schedule listing specific fees, licenses, and utility rates charged by the City of Hendersonville for the use of City facilities and equipment for the purposes of making them available to public, specific utility rates the proceeds of which are for the maintenance and expansion of its utility systems, the reproduction of public records and other miscellaneous services to cover the actual cost of producing these documents and information

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under the provision of NCGS §132-6.2, and other various fees associated with enhanced direct services provided by the City.

Capital Improvement Plan (CIP)

A Capital Improvement Plan (CIP) is the central planning tool for capital projects and acquisitions. The CIP is a multiyear forecast detailing major capital infrastructure and equipment needs, appropriations needed to satisfy needs, sources of financing for specified projects, and the impacts of projects on the organization. The CIP is reevaluated annually, and the document changes as project timelines come closer to execution.

Pay & Classification Schedule

This section contains the listing of all approved City positions and their respective salary range between the minimum salary and maximum potential salary. This schedule is considered, revised, and adopted annually.

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The Budget Process

In accordance with the Local Government Budget and Fiscal Control Act (LGBFCA), the budget document for fiscal year ending June 30, 2022, meets the balanced budget and inclusiveness requirements. The inclusiveness requirement means the City may only spend moneys that have been budgeted [G.S. 159-8(a)]. The balanced budget requirement means that any budget ordinance, project ordinance, financial plan, or internal service fund must balance. General Statute 159-8(a) defines a balanced budget as "the sum of estimated net revenues and appropriated fund balances is equal to the appropriations." A final legal limit on this budget document is G.S. 159-15, addressing a local government's ability to set a property tax levy and the regulations regarding that levy. Whether this budget is used primarily as a planning vehicle or as a means of reaching political agreement about budgetary policies, this document adheres to the three legal limits listed above and follows a process provided by the LGBFCA.

There are three general stages of budget preparation and enactment including: (1) departmental formulation of expenditure requests and revenue estimates, (2) preparation of a recommended budget document by the budget officer, and (3) review and enactment of the annual budget ordinance by the respective governing body.

At the start of the budgeting process, it is common for the budget officer to produce a budget calendar, detailing the dates by which each stage in the annual budget process is to be completed. The LGBFCA requires mandatory dates at which certain processes must be completed [G.S. 159-10-13]. Departmental requests must be submitted to the budget officer before April 30. A recommended budget must be given to the governing body no later than June 1, and the governing body must enact the budget ordinance at the start of the fiscal year, July 1.

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	City of Hendersonville Budget Calendar Fiscal Year 2021-2022	
Budget Procedure	Legally Required Date	Projected Date
Distribute CIP Requests		10/12/2020
Department Head Retreat		12/04/2020
CIP Requests Due		12/07/2020
CIP Meeings w/ Department Heads		December & January
Distribute Budget Request Forms		01/04/2021
Budget Request Forms Due	04/30/2021	02/08/2021
Preliminary Rev./Exp. Estimates		02/15/2021 - 02/19/2021
Council Retreat & Budget Preview		02/25/2021 - 02/26/2021
Special Appropriations Due		02/26/2021
Prelim. Budget Review - Admin.		03/08/2021 - 03/12/2021
Meetings w/ Dept. Heads		03/15/2021 - 03/26/2021
Revised Rev./Exp. Estimates		03/29/2021
Budget Review & Adjustments		April
Budget Memos		April
Budget Workshop		05/07/2021
Public Notice of Budget Hearing	By 06/01/2021	05/17/2021
Budget to City Council and Clerk	By 06/01/2021	05/17/2021
Public Budget Hearing & Adoption	By 07/01/2021	06/03/2021

The following is a copy of the City of Hendersonville's proposed Budget Calendar for FY21-22:

Fee Schedule, Pay Scale, Special Budgets, and CIP included in Budget Ordinance *See the Local Government Budget and Fiscal Control Act for information on budget formulation and adoption*

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Upon submission of the annual budget document, the governing body must schedule a public hearing, detailing that a budget has been submitted and that copies are available for public inspection [G.S. 159-12(b)]. The notice will provide the time, date, and place of the budget hearing. The City of Hendersonville strives to provide ample time between notice and the hearing date in order to provide the public an opportunity to attend the hearing. These strong public participation practices will improve the City's responsiveness and accountability. Stakeholder input throughout the planning and budgeting process is highly recommended by the National Advisory Council on State and Local Budgeting Recommended Budget Practices.

Several legal provisions apply to the governing body review and adoption of the Budget Ordinance. First, ten days must elapse between submission of the budget and adoption of the Budget Ordinance [G.S. 159-13(a)]. Also, the governing body may conduct its review in both special and regular meetings. Open meetings laws (see G.S. 143-318.12) apply to the aforementioned situations, each board member must be notified of said meetings, and only budget matter may be discussed during said meetings (G.S. 159-17). There is no provision allowing for closed sessions for the local budget process.

Another process in budget preparation and enactment is amending the budget. A policy statement detailing the procedures required in amending the budget is found in the *Budget Ordinance* section of this document. A budget may need to be amended because revenue forecasts are developed months in advance of the fiscal year, these revenue collections may deviate, and expenditures and emergencies may arise requiring extra funding. A policy should specify the exact circumstances under which the legislative body may amend the budget. Most budget amendments follow the same deliberative process: the Manager first proposes a package of amendments and the full Council then considers and acts upon the proposal.

Finally, the budget is enacted upon official adoption of the Budget Ordinance, not later than July 1st. If the budget is not adopted, then G.S. 159-16 requires that an interim budget be adopted. The purpose of an interim budget is to ensure normal operations continue without any changes in program funding. Upon adoption of the Budget Ordinance, G.S. 159-13(d) requires the budget be entered into governing body's minutes within five days of adoption.

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Reading the Budget Document

The budget document contains an abundance of diverse and valuable information. The hefty amount of numbers and information can make navigating and deciphering the document a difficult task for any reader. This section is meant to assist the reader in understanding the data presented and other supplemental information.

Sections of the budget are identified in the top right corner of each page. These headings identify the subject, fund, department, or division being discussed and assist the reader in locating the information for which they are looking. Within each section, bold and underlined headings identify major topics related to that section. Under these headings, the reader may find written information as well as information presented in table or chart form. The document highlights other important terms and categories by identifying them in **bold** or *italic*.

Interpreting Tables & Charts

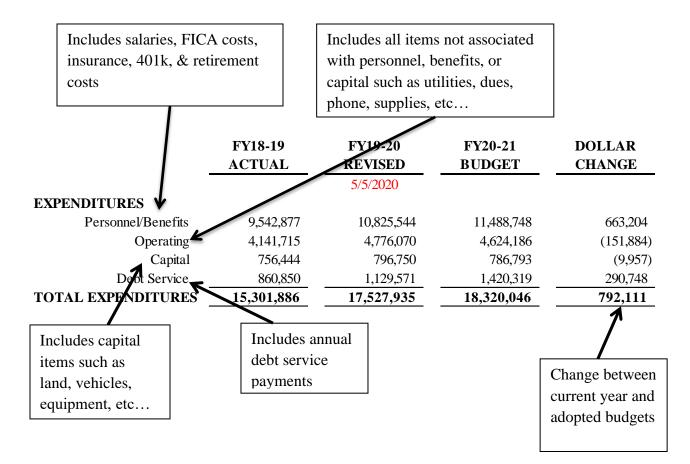
The budget document uses tables and charts to provide visual representations of data. The tables and charts allow readers to easily compare funds and departments as well as observe historical trends. Most sections contain tables and charts similar to the examples depicted in this section. The diagrams identify the major characteristics of each table and chart and explain what information the reader can find.

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The following are examples of summary tables which a reader may encounter in reading this budget document (all data is fictional):

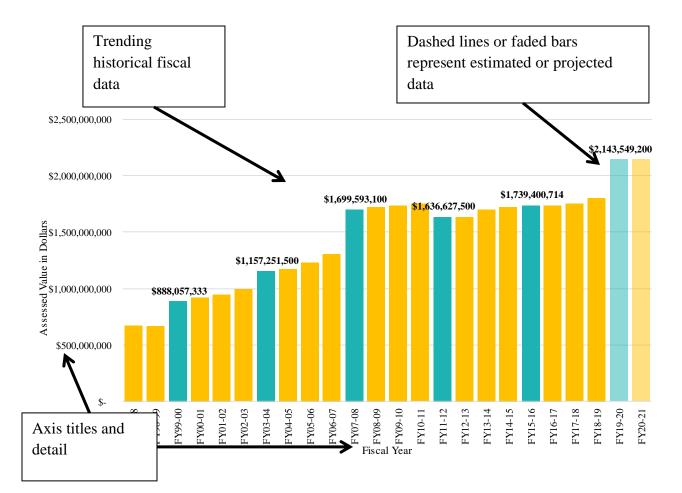
Prior year ac budget data f audit reports		Current year budget, including amendments	-	ed budget upcoming
\mathbf{h}		Ţ		
4	FY18-19	FY19-20	FY20-21	DOLLAR
_	ACTUAL	REVISED	BUDGET	CHANGE
_		5/5/2020		
EXPENDITURES				
Personnel/Benefits	9,542,877	10,825,544	11,488,748	663,204
Operating	4,141,715	4,776,070	4,624,186	(151,884)
Capital	756,444	796,750	786,793	(9,957)
Debt Service	860,850	1,129,571	1,420,319	290,748
TOTAL EXPENDITURES	15,301,886	17,527,935	18,320,046	792,111



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The following is an example of a historical chart which a reader may encounter in reading this budget document (all data is fictional):



Performance Budgeting

Performance measurement is the creation of criteria for reporting the quality or quantity of performance by a specific individual or organization. In response to heightened public scrutiny and pressure for increased service quality, the public sector has seen an equal increase in performance measurement initiatives. A good set of performance measures will reveal how efficiently a given service was rendered, at what level of quality it was delivered, and what effect it is having on the recipients of the service and the community as a whole. The following is a list of some of the advantages of engaging in performance measurement:

- ✓ Accountability/communication
- ✓ Support of planning/budgeting efforts
- ✓ Catalyst for improved operations
- ✓ Program evaluation
- ✓ Reallocation of resources

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- ✓ Directing operations
- ✓ Contract monitoring
- ✓ Benchmarking

The City of Hendersonville is aware that without considerable thought and planning a performance measurement initiative can produce externalities, or unwanted/anticipated results. For example, say the City adopts a *tons of asphalt used per employee* performance measure. If not monitored and communicated effectively, then the City may experience employees digging cutouts wider and deeper than necessary (i.e., using more asphalt) to "improve" their performance ratings. The overall implication of any performance measurement is that managers and supervisors can select the appropriate measure by narrowly defining the function they want to know more about and effectively communicating the purpose to which they want to put that information.

Current Dollars, Constant Dollars, and Inflation Comparisons

Comparing the amount of revenues received or expenditures spent by a local government one year to the amount received or spent in another year can be misleading. Although the more recent number may be large, it might represent resources with less buying or spending power than the smaller figure from an earlier year. This is the result of market inflation. So, steadily increasing expenditures may be more attributable to inflation rather than loss of efficiency or service expansion. Meaningful comparisons can be made possible by controlling for inflation and converting current dollars to constant dollars. Comparisons can also be seen by converting revenue and expenditure numbers to an index.

The saying "a dollar doesn't go as far as it used to," is exactly right. Consider the case of current dollars and constant dollars. First, current dollars are those dollars that are represented in financial statements. They are real and represent the actual spending that year. Constant dollars are a conversion of the current dollars, controlling for the effects of inflation. So, a current dollar is \$1.00; however, a constant dollar may be worth \$0.85. This conversion is done using a price index. There are two good indexes that provide representative effects of inflation. They are the Consumer Price Index (CPI) and the Implicit Price Deflator (IPD); this document utilizes the CPI. It is important to remember that these gauges are not perfect but do provide more meaningful values for comparisons.

CITY COUNCIL: BARBARA G. VOLK Mayor JERRY A. SMITH, JR Mayor Pro Tem JEFF MILLER DR. JENNIFER HENSLEY LYNDSEY SIMPSON

CITY OF HENDERSONVILLE

The City of Four Seasons



May 19th, 2021

The Honorable Barbara G. Volk, Mayor Members of the City Council Hendersonville, North Carolina

Dear Mayor Volk and Members of the City Council,

Pursuant to section 159-11 of the North Carolina General Statutes, I am pleased to present the recommended budget for Fiscal Year (FY) 2021-2022 for your review and consideration.

The FY22 Budget is based upon information presented and discussed during our City Council and Staff Retreat on February $25^{th} - 26^{th}$, 2021. Additionally, City Council reviewed the City Manager's recommended budget for FY22 at the May 7th, 2021 Budget Workshop. These meetings provided an avenue for priority setting, fact finding, and general inquiries regarding the City's FY22 Budget.

The City maintains six goals, provided below.

Economic Vitality. Hendersonville is a welcoming place for all businesses and promotes growthencouraging policies.

Strong Partnerships. Hendersonville develops strong partnerships with residents, government agencies, non-profits, and visitors to ensure effective two-way communication.

Sound Infrastructure. Hendersonville constructs and maintains efficient and accessible roads, sidewalks, and greenway trails – extending connectivity. Hendersonville provides high quality water and wastewater services and protects natural resources – ensuring capacity for sustainable growth.

Numerous Amenities. Hendersonville advances the beauty, diversity, and well-being of western North Carolina by supporting the community's ability to provide educational, recreational, and cultural activities, events, and programs for all residents and visitors.

Great Public Services. Hendersonville provides high quality customer service – enhancing the health, safety, and quality of life for citizens and visitors.

Financial Sustainability. Hendersonville supports fiscal policies and controls that ensure the long-term financial health and responsiveness of the City to unforeseen challenges and opportunities. Hendersonville promotes the responsible management of public resources to ensure efficient and effective delivery of quality services.

Section 7, Item A. City Manager ANGELA S. BEEKER City Attorney ANGELA REECE City Clerk City Council Members brainstormed a set of values that will guide decision-making as they strive to achieve their six goals. The values below, identified at the February 26th, 2021 workshop, represent the approach to achieving established goals.

The City of Hendersonville believes municipal government should be non-partisan.

- Political affiliations are not productive to solving problems of local communities.
- City leaders and staff must lead by example and meet regularly with people who have different points of view.
- City leaders and staff must maintain an awareness of local, state, and national political trends but must lead the City in a manner that serves all community members.

The City of Hendersonville values open, transparent communication and trust with the community and each other.

- The City will openly communicate with the public and each other to ensure information about services, policies and programs are available to all.
- The City will build trust through ethical and transparent leadership.
- The City will share information and solicit feedback prior to the implementation of new programs and policies.
- The City will be open to concerns and comments from all stakeholders and will ensure the community can easily speak to leaders without fear of retribution/embarrassment.

The City of Hendersonville believes community members expect services to be delivered at a high level.

- The City will deliver services at a high level to make people feel their taxes and fees are being used effectively and to encourage others to live in our community.
- The City will deliver services in a manner that ensures the safety of the community.
- The City will deliver services in a manner that limits the disruption of our community members' daily lives to the greatest extent possible.

The City of Hendersonville values all community members through promoting diversity, equity, and inclusion.

- The City must evaluate all laws, policies, and rules to ensure that they can be implemented and enforced in a fair and equitable manner.
- The City must evaluate all current and future programs, projects, or initiatives to ensure they build a culture where differences are valued.
- The City must ensure that leaders and staff consistently work to build trust and positive relationships throughout our entire community.

The City of Hendersonville believes environmental sustainability is critical to preserving the community for future generations.

- The City will evaluate the environmental sustainability of all projects and programs while maintaining a solid relationship with residential and business development.
- The City believes that it is our responsibility to protect all our natural resources and the environment through the implementation of sustainable and responsible projects.
- The City must lead by example by evaluating all city operations to ensure they protect or repair the natural environment and are environmentally sustainable.

The City of Hendersonville values its employees and must support them to ensure the provision of high-quality services to its residents.

- The City must provide growth opportunities to employees and educational tools to allow them to grow in their roles and responsibilities.
- The City must respect and pay employees fairly and competitively.
- The City must support employees by providing a safe and hazard free workplace.

The City of Hendersonville believes that it must pursue and provide opportunity for responsible growth.

- The City will establish and maintain policies and programs that encourage economic opportunity and help grow small business and entrepreneurship.
- The City will work with our community to provide educational opportunities about growth and its impact on economic vitality and quality of life.
- The City will encourage responsible growth that provides opportunities for success to all segments of our community.
- The City will make efforts to generate affordable housing options and reduce the impacts of the high cost of living within our community.

The City of Hendersonville values the lives of all community members and must protect them through collective action.

- Our goal is to make the lives of all residents better through collective action.
- The City recognizes the sanctity of each person's life.
- The City must be open to change priorities and polices as circumstances change in the world around us.

Following a values discussion, City Council deliberated "Big Ideas" for the City of Hendersonville. Council Members devised a plan for the City's future growth and strategized on working through competing interests and decision-making points. The priority areas noted below summarize the conversation among City Council members. Areas of elevated interest are noted with a star ($\dot{\star}$).

Narrowing King Street. 🛧

- Enhanced connectivity to downtown and the east side.
- Opportunity for parkway overlook and investment partnership with NCDOT.

Improve US-64.

- Removal of litter, brush, and other obstructions.
- Enhanced community gateway.
- Opportunity for partnerships with local organizations.

Encourage Re-Investment of Blue Ridge Mall.

• Opportunity creation for commercial development and high-density housing.

- Expand available addiction and mental health-related resources.
- Shift narrative to focuses on causes and assisting people.
- Seek affordable housing development opportunities.
- Research and mirror successful programs.
- Create a "Restart Committee" to build partnerships, find solutions, and focus on big picture items.
- Work with the Department of Social Services to identify City roles and responsibilities.

City Council Member Safety. 🛧

- Research underway to identify best practices and develop guidance on free speech v. threats.
- Meeting security is being updated and improved.

Mud Creek Water Quality.

- The City of Hendersonville should lead by example on water quality.
- Partnerships with external organizations should continue to alleviate environmental concerns.
- Identification of issues and roles in management of water upstream from the City.

2021 Special Events.

- Safely operate and adapt to "new normal" resulting from the pandemic.
- Seek Downtown Advisory Board input on Rhythm and Brews restart in June or July.
- Art Walk scheduled for May with online streaming options.
- Farmers Market and Holiday Event planning should continue with precautions.

Employee Pay and Benefits. 🗡

• Retain employees and provide a salary level needed to support family.

First Responder Mental Health.

- Add staff or create a partnership to assist with mental health needs of first responders.
- Build community trust and identify practices used to relieve burden on first responder staff.
- Continue making mental health staff available for all City staff.

Sustainability – Non-Compostable Items.

- Recycling and reduction of litter is important to sustainability efforts.
- The City should identify methods and best-practices for sustainability promotion.

Non-Profit Partnerships for Credit Counseling.

- A financially educated population contributes to a vibrant local economy.
- Resources should be made available to high-school students to get education.

City Elections Schedule.

- Pursue discussions on switching municipal elections to even years to increase participation.
- More voices could be heard if elections are switched from odd years to even years.
- Understand how COVID has impacted local government voting practices.
- Research the challenges and opportunities of precinct-aligned elections.

Broadband. 🛧

- The City will continue to actively advocate for a change in North Carolina law that prevents municipal government form expanding broadband or identify alternative ways to improve broadband service.
- Broadband improvements will attract remote workers to relocate to Hendersonville.
- The City should assemble a broadband advocacy committee including community stakeholders.
- The Business Advisory Committee should provide input and advocate for broadband infrastructure.

Park Development. 🛧

- The City will establish a Parks Department to manage programs, land, and advocate.
- Downtown Park opportunity in existing Dogwood Parking Lot.
- Create plans for Berkeley Park, Edwards Park, the Ecusta Trail, Aquatics Center, and others.
- Program to offer free swim lessons to the community to reduce risks, recognizing the minority community everyone should have access to swim lessons.
- Research and advocate a bond referendum for future park projects.

We continue to enhance our programs and services in the fiscal year 2021-2022 budget. We plan to review our accomplishments and conduct a goal-setting exercise again in fiscal year 2023-2024. Staff will use the goals, values, and big-picture ideas identified by City Council as direction moving forward.

The following budget message contains an overview of all budgeted funds for FY22.

Introduction

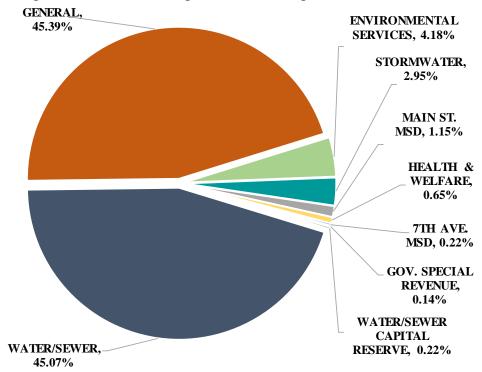
The following document contains the City Manager's FY22 Recommended Budget. This budget includes nine (9) governmental and proprietary funds.

The table below presents the budget for each City fund and the total budget in balance.

MAJOR FUNDS OVERVIEW FY21-22

FUND	EXPENDITURES	REVENUES	F	UND BALANCE APPROP.
GENERAL	\$ 20,538,343	\$ 19,276,599	\$	1,261,744
WATER/SEWER	20,394,676	20,008,725		385,951
ENVIRONMENTAL SERVICES	1,892,981	1,872,100		20,881
STORMWATER	1,336,642	1,311,090		25,552
MAIN ST. MSD	522,366	503,000		19,366
HEALTH & WELFARE	295,209	294,459		750
7TH AVE. MSD	100,982	84,375		16,607
WATER/SEWER CAPITAL RESERVE	100,000	100,000		-
GOV. SPECIAL REVENUE	65,500	16,000		49,500
SUB-TOTAL	\$ 45,246,699	\$ 43,466,348	\$	1,780,351
TOTAL IN BALANCE		\$ 45,246,699	_	

The chart below presents each fund as a percent of total expenditures.



General Fund

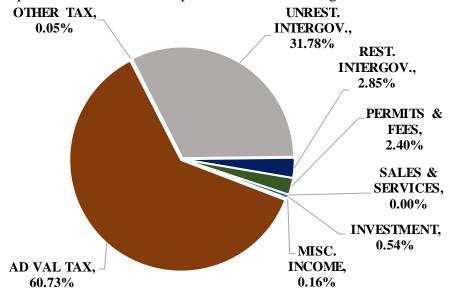
The General Fund is the primary fund in terms of the operating budget. It is "general" because any transaction that cannot be accounted for in another fund must be recorded in the General Fund. The General Fund Budget totals **\$20,538,343**, for FY22.

General Fund – Revenues

The following section will detail the City's operating revenues for the General Fund. The total budget for General Fund revenues, excluding "Other Financing Sources", is **\$18,468,599**. The table below details the City's General Fund operating revenues by source for FY22:

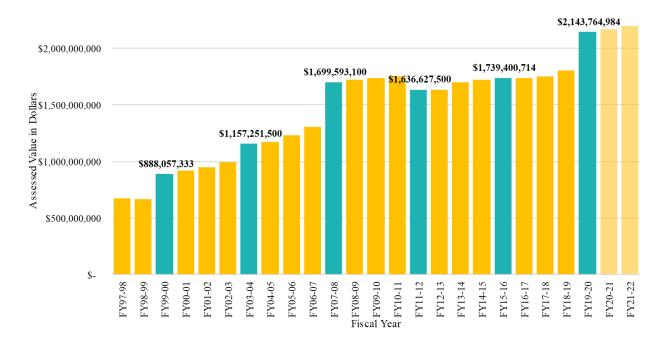
_	FY20-21FY20-21REVISEDESTIMATE		FY21-22 BUDGET	FY21-22 ESTIMATE
REVENUES	(10.277.500)	(10.020.254)	(11.215.600)	(11.401.422)
Ad Valorem Taxes	(10,377,500)	(10,939,354)	(11,215,690)	(11,491,432)
Other Taxes & Licenses	(9,500)	(10,043)	(9,500)	(9,734)
Unrestricted Intergov.	(5,356,346)	(5,205,479)	(5,868,846)	(6,013,134)
Restricted Intergov.	(542,244)	(596,941)	(526,163)	(539,099)
Permits & Fees	(461,750)	(469,819)	(443,350)	(454,250)
Sales & Services	(256,550)	(292,315)	(276,050)	(282,837)
Investment Earnings	-	-	(100,000)	(100,000)
Miscellaneous	(74,066)	(70,304)	(29,000)	(29,713)
TOTAL REVENUES	(17,077,956)	(17,584,255)	(18,468,599)	(19,022,657)

The chart below presents each source as a percent of the total budgeted revenues for FY22.



Ad Valorem Tax. Ad valorem taxes encompass the largest portion of the General Fund revenues. These are the most controllable revenues in the City budget. The recommended tax rate is **\$0.52** per **\$100** valuation, a \$0.03 increase over last fiscal year. The \$0.52 level is budgeted to generate **\$10,488,690** in ad valorem tax revenue for the current year and **\$700,000** in ad valorem motor vehicle tax revenue.

\$2,500,000,000



The chart below presents the total assessed value for all property in the City of Hendersonville, less tax-exempt property:

The green columns represent years where a county-wide revaluation of real property took place. Transparent column represents estimates for FY21 and FY22.

Property taxes total **\$11.2M** for the FY22 budget. They are estimated to total **\$10.6M** for FY21. The FY22 budget includes an **\$838k** (**8.1%**) increase over the current year budget. The recommended \$0.03 per \$100 increase is driven primarily by the City's expansive list of critical capital projects and the need to improve salaries and benefits to retain and attract dedicated, fulfilled employees. We have estimated a **98.0%** rate for tax collections through a partnership with Henderson County. Property tax continues to be the most stable revenue source for local government in North Carolina and pending any major externalities should remain relatively stable until the next county-wide revaluation in FY24.

Unrestricted Intergov. – **Sales Taxes.** Two and one-half percent (2.5%) of sales tax paid on retail sales in North Carolina represents the local sales tax portion levied by the City and County. These taxes consist of a one percent (1.0%) tax that was first levied in 1971, a one-half cent (\$0.50) levied in 1983, a one-half cent (\$0.50) levied in 1986 and a one-half cent (\$0.50) levied in 2001. The State of North Carolina collects the sales tax and distributes it to the local units. Sales tax revenues are distributed on a proportional ad valorem tax levy basis in Henderson County. The City of Hendersonville has the second largest tax levy in Henderson County.

Local option sales taxes are an elastic revenue source, totaling approximately **\$4.6M** in the FY22 budget. This budget amount represents an approximate **\$1.0M** increase over our FY21 estimated collection. Despite COVID conditions, we have experienced a positive year for collections and forecast increases to the revenue source next fiscal year.

A few indicators are driving the recommended increase in FY22:

- Sales taxes for FY22 are reflective of property tax levies in FY21, an estimated 0.1% decrease in the City's share of sales tax distributions are included in the FY22 budget, which is approximately **\$50k**.
- Despite COVID-related market impacts, sales tax revenue collections for FY21 increased, on average, by 16.1% compared to the same periods in FY20.
- As of April 12, 2021, we estimate a General Fund FY21 sales tax collection of **\$4.8M**, a • \$461k (12.7%) increase over the total collection of \$3.6M in FY20.
- A portion of sales tax is distributed to the Municipal Service District Funds -5% for Main Street, 1% for 7th Avenue.
- The City expects an increase in its percentage share of sales tax distributions in FY23 based on a proposed \$0.03 per \$100 tax rate increase in FY22, also pending tax decisions made by other local jurisdictions this year.

The table below displays actual sales tax data from FY20, estimates for FY21, and budget for FY22.

				Sale	es Tax C	omparison						
Reflects Sales	Collection	FY19-20 Actual	FY20-21 Actual		§ Change (20 - FY21)	% Change (FY20 - FY21)	FY20- Budge		\$ Change (A to B)	FY21-22 Budget	\$ Chang (FY21 - FY	0
July	Oct.	322,477	375,802		53,325	16.54%	29),229	85,573	394,593	104	1,363
Aug.	Nov.	331,148	335,050		3,902	1.18%	29	8,033	37,017	351,802	53	3,769
Sep.	Dec.	310,301	367,103		56,802	18.31%	27	9,271	87,832	385,458	106	5,187
	Q1	963,926	1,077,955	\$	114,029	11.83%	867	,533	210,422	1,131,853	264,	,319
Oct.	Jan.	315,075	369,740		54,666	17.35%	29	3,020	76,721	388,227	95	5,208
Nov.	Feb.	324,699	382,039		57,340	17.66%	30	1,970	80,069	401,141	99	9,171
Dec.	March	346,410	418,197		71,787	20.72%	32	2,162	96,035	439,107	116	5,945
	Q2	986,184	1,169,976	\$	183,792	18.64%	917	,151	252,825	1,228,475	311,	,324
Jan.	April	286,237	346,531		60,294	21.06%	27	7,650	68,881	363,857	86	5,207
Feb.	May	282,771	305,991		23,220	8.21%	23	8,235	67,756	321,291	83	3,055
March	June	303,334	328,242		24,908	8.21%	32	1,678	6,564	344,655	22	2,976
	Q3	872,343	980,764	\$	108,421	12.43%	837	,564	143,201	1,029,802	192,	,239
April	July	285,980	309,463		23,483	8.21%	25	1,663	57,801	324,936	73	3,274
May	August	339,999	367,918		27,919	8.21%	29	9,200	68,719	386,314	87	7,115
June	Sep.	403,038	436,133		33,095	8.21%	35	4,674	81,460	457,940	103	3,266
	Q4	1,029,018	1,113,515	\$	84,497	8.21%	905	,536	207,979	1,169,191	263,	,655
То	tal	\$ 3,851,471	\$ 4,342,210	\$	490,739	12.74%	\$ 3,527	.784	\$ 814,426	\$ 4,559,320	\$ 1,031,	.537
Minus Transfers		\$ 231,088	\$ 260,533	\$	29,444	12.74%	. ,	,667	\$ 48,866	273,559		,892
Sub-To		\$ 3.620.383	\$ 4.081.677	\$	461.295	12.74%	\$ 3,316	·	\$ 765,560	4,285,761	\$ 969.	-
Sub-Total M		\$ 192,574	\$ 217,110	\$	24,537	0.64%	,	,389	\$ 40,721	227,966	,	,577
Sub-Total 7t		\$ 38,515	\$ 43,422	\$	4,907	0.13%		,278	\$ 8,144	45,593		,315

It is important to note that the City's collections lag the actual taxable sale by four months. The "Minus Transfers to MSD Funds" row reflects a portion of sales tax revenue that is distributed to the City's two municipal service districts (MSDs), based on the percentage of assessed value. The Main St. MSD receives **5.0%** of the actual revenues and the 7th Avenue MSD receives **1.0%** of the actual revenues. This continues to be a strong revenue source for the two MSDs.

Restricted Intergov. – Powell Bill Street Allocation. In 2015, the General Assembly eliminated the tie between the gas tax and Powell Bill funds and instead made the Powell Bill a direct appropriation of state dollars (Session Law 2015-241, Section 29.17D[a]). The General Assembly could choose to adjust the amount of Powell Bill funds during its budget process. The current year includes no increase in Powell Bill allocation from last year, we anticipate **\$380,200** in allocations from the State. In addition to Powell Bill funds provided by the State, the City contributes approximately **\$200,000** of motor vehicle tag fee revenue to the program. The total funding budgeted for the Powell Bill line item in FY22 is **\$580,000**. This revenue source includes various other restricted intergovernmental contributions. Some of these funds are for ABC law enforcement, Hendersonville Housing Authority police officers, and school resource officer reimbursements. Other restricted intergovernmental revenues total **\$145,963**.

Sales & Services. Sales and services revenues are budgeted to remain constant at \$276,050. This reflects a conservative budget for an expected steady usage of services and their related fees.

Other Financing Sources – Fund Balance. The North Carolina Local Government Commission (LGC) recommends that local governments maintain a minimum available fund balance of no less than eight percent (**8.0%**) of expenditures. The City of Hendersonville's fund balance goal is to maintain an available fund balance greater than the 50th percentile of its population group average, as encouraged by the LGC.

According to LGC's calculation methods, the City's unassigned fund balance as of June 30th, 2020 is **\$5,949,267**, or **35.5%** of total General Fund expenditures. The total fund balance (assigned + unassigned) is **\$8,552,569** as of June 30th, 2020. The proposed FY21 budget estimates that the total fund balance will increase by **\$319,231**, based on historical revenue and expenditure trend averages, at the end of the year. This is a strong fund balance and is within City Council's stated goal. The table below summarizes other financing sources and uses, as well as fund balance estimates.

_	FY20-21 REVISED	FY20-21 ESTIMATE	FY21-22 BUDGET	FY21-22 ESTIMATE	
OTHER FINANCING (SOURCES)/USES					
Insurance Proceeds	(32,606)	-	-	-	
Debt Proceeds	(290,000)	(290,000)	(798,000)	(798,000)	
Capital Lease	-	-	-	-	
Sale of Capital Assets	(70,000)	-	(10,000)	(10,000)	
Transfers (In)	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL OTHER					
FINANCING					
(SOURCES)/ USES	(392,606)	(290,000)	(808,000)	(808,000)	
Fund Balance Appropriated	2,631,547	(372,344)	1,261,744	(319,231)	
NET CHANGE IN FUND					
BALANCE	2,631,547	(372,344)	1,261,744	(319,231)	

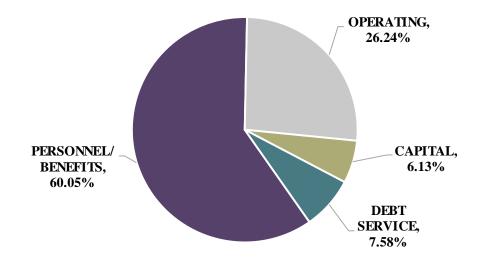
General Fund – Expenditures

The following section will detail the City's operating expenditures for the General Fund. The total budget for General Fund expenditures is **\$20,538,343**.

-	FY20-21 REVISED	FY20-21 ESTIMATE		
EXPENDITURES				
Personnel/Benefits	11,276,946	10,928,486	12,333,212	11,665,948
Operating	5,241,509	4,398,682	5,389,315	5,097,737
Capital	2,157,335	748,424	1,258,250	1,190,175
Debt Service	1,426,319	1,426,319	1,557,566	1,557,566
TOTAL EXPENDITURES	20,102,109	17,501,912	20,538,343	19,511,426

The table below details the City's General Fund expenditures by type for FY22.

The chart below presents each expenditure type as a percent of total budgeted expenditures for FY22.



Personnel and benefits type expenditures make up the largest portion of General Fund expenditures, at approximately **60.1%** of the total budget. Operating expenditures make up another large portion at **26.2%** of the total budget. The remainder of the General Fund budget is spent on capital outlay and debt service.

Personnel/Benefits. Personnel and benefits type expenditures include salaries, stipends, insurance, retirement contributions, and respective taxes (i.e. income tax, etc.). The total increase, for this expenditure type, between the FY21 and FY22 budgets is **\$1.0M**, or **+9.4%**. Notable personnel/benefits items are listed below.

- Salary increases 10.0% COLA and merit pay 1.00%, 1.75%, or 2.50%.
- 75.0% of dependent medical insurance coverage, an increase from the current 50% coverage.
- Addition of a short-term disability coverage policy and a paid family leave policy.
- Retirement benefit contributions increased to 12.10% for sworn police officers and 11.35% for all other employees.
- The City will be 100.0% responsible for SAFER Grant #1 Firefighters salary and benefits beginning November 2021, when grant funds are scheduled to taper-off the City is currently responsible for 65.0%.
- SAFER Grant #2 Firefighters will begin year 3 beginning in March 2022 at that point, the City will be responsible for 65.0% of pay for 12 firefighters, up from the current 25.0% grant match.
- Addition of recommended positions, including: 2 Police Officers, 1 Diversity, Equity, and Inclusion HR Coordinator, 1 Risk Manager, 1 Purchasing Administrator, 1 Property Maintenance Worker, and 1 Part-Time Administrative Assistant for the Fire Department.

Included in this budget is a percentage of payment for an ongoing pay and classification study. The pay and classification study will be completed by mid-year FY22. We anticipate the budget will be amended to follow recommendations of the study in January of 2022. Additionally, the 10.0% COLA recommendation will supplement pay through the completion and enaction of the study.

Operating & Capital. The FY22 operating budget is set **\$147,806**, or **2.8%** above the FY21 revised budget. The General Fund's capital fluctuated upwards in FY21 by approximately **\$1.2M** to provide a loan associated with the economic development project near the intersection of I-26 and Upward Road. This was a one-time event; therefore, a recommended **\$899,085** (**41.7%**) decrease can be found in the recommended FY22 capital budget.

The recommended capital budget includes critical equipment needed to sustain operations and provide high-level service across various departments. Items in the budget for FY22 include, but are not limited to:

- Replacement of 8 marked and 1 unmarked Police Department vehicles, 2 Fire Department vehicles, and 4 Public Works vehicles.
- Replacement of fleet service-related equipment.
- Extrication equipment replacement.
- Replacement of Fire Department thermal imaging devices.
- Beginning a pedestrian and vehicle bridge replacement at Patton Park.
- Re-surfacing the City Operations facility parking area.

Debt Service. The total debt service budget for FY22 totals, **\$1,557,566**. This is a **\$131,247** (**9.2%**) increase over the FY21 revised budget. The increase in debt service can be attributed to the purchase of a new Fire Engine #3, coding lease agreement cost for Enterprise leased vehicles to debt service, and a loan for vehicle purchases in the Police, Fire, Engineering, and Public Works Departments.

Upcoming debt service projections are a major driver for the proposed tax increase this year and needed increases in future years. Based on our financial model, we forecast a \$0.03 tax increase will be needed in FY23. During prior budget workshops we had planned for a \$0.06 increase in FY22; however, strong sales tax and property tax collections have allowed us to space out these increases. Upcoming debt projects through 2024 include:

• 7th Avenue Streetscape Project	\$1.4M
City Hall and Operations Renovations	\$3.0M
• Edwards and Dogwood Park Development	\$1.5M
• Fire Engine #1 Replacement	\$800k
• Fire Ladder #1 Replacement	\$1.5M
• Fire Station #1 Construction	\$9.5M

An expanded list of capital projects with General Fund impacts is listed below.

		Timing				Principal	
Description	Amount	(FY)	Funding Type	Structure	Term	Deferral	Rate
Fire Engine 3 Purchase	800,000	2021	L.O.B.	Level D/S	15	0	3.500%
Police Headquarters Facility (Interim)	11,500,000	2020	Interim Funding				
Police Headquarters Facility (Long Term Takeour	11,500,000	2022	USDA	Structured	30	0	2.750%
7th Avenue Streetscape	1,400,000	2022	L.O.B.	Level Principal	15	0	3.000%
Annual Vehicle Replacement FY22	572,341	2022	L.O.B.	Level D/S	4	0	3.500%
City Hall/Ops Renovations	3,000,000	2023	L.O.B.	Level Principal	15	0	3.500%
Fire Engine 1 Replacement	800,000	2023	L.O.B.	Level D/S	15	0	3.500%
Fire Station 1 Construction	9,500,000	2023	L.O.B.	Level Principal	20	0	3.500%
Edwards/Dogwood Park Development	1,500,000	2023	L.O.B.	Level Principal	20	0	3.500%
Annual Vehicle Replacement FY23	517,446	2023	L.O.B.	Level D/S	4	0	3.750%
Annual Vehicle Replacement FY24	507,208	2024	L.O.B.	Level D/S	4	0	4.000%
Fire Ladder 1 Replacement	1,500,000	2025	L.O.B.	Level D/S	15	0	4.000%
Annual Vehicle Replacement FY25	511,560	2025	L.O.B.	Level D/S	4	0	4.000%
Annual Vehicle Replacement FY26	659,829	2026	L.O.B.	Level D/S	4	0	4.000%
Annual Vehicle Replacement FY27	630,078	2027	L.O.B.	Level D/S	4	0	4.000%
Annual Vehicle Replacement FY28	646,504	2028	L.O.B.	Level D/S	4	0	4.500%
Annual Vehicle Replacement FY29	567,820	2029	L.O.B.	Level D/S	4	0	4.500%
Annual Vehicle Replacement FY30	654,971	2030	L.O.B.	Level D/S	4	0	4.500%

The City will continue to evaluate project timelines, budgets, and the market to determine the best financing option for each project to obtain the best long-term financial outcome.

Water & Sewer Fund

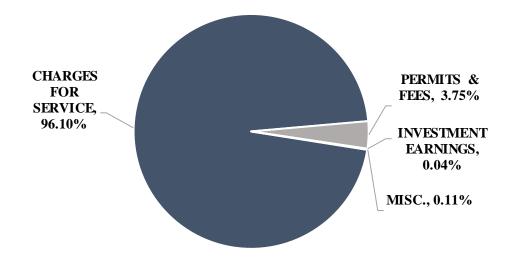
The Water and Sewer Fund is an enterprise fund and is primarily funded through user charges. The Fund is the second largest part of the City of Hendersonville's operating budget, **45.07%** or **\$20,394,676** of the total **\$45,246,699** budget for FY22.

Water & Sewer Fund – Revenues

The following section will detail the City's operating revenues for the Water and Sewer Fund. The total operating revenue budget for this Fund, excluding "Other Financing Sources" is **\$20,008,725**. The table below shows the revenues for FY22.

-	FY20-21 REVISED	FY20-21 ESTIMATE	FY21-22 BUDGET	FY21-22 ESTIMATE	
REVENUES					
Charges for Service	(16,733,500)	(16,945,201)	(19,228,200)	(19,420,559)	
Permits & Fees	(562,675)	(668,372)	(751,325)	(758,841)	
Investment Earnings	(46,305)	(46,305)	(8,000)	(8,000)	
Miscellaneous	(4,000)	(33,825)	(21,200)	(21,412)	
TOTAL REVENUES	(17,346,480)	(17,693,703)	(20,008,725)	(20,208,812)	

The chart below presents revenue sources as a percent of total budgeted revenues for FY22.



The Water and Sewer Fund's primary revenue source is water and charges for service – fees assessed for the consumption/usage of service. Charges for service account for approximately **96.1%** of the total FY22 recommended budget. Other revenues sources include but are not limited to, permits and fees (**1.9%**), water and sewer taps (**1.8%**), and miscellaneous sources (**0.1%**).

Inside/Outside Rate Differential. In FY21, City Council adopted a water rate structure which gradually phases out the 150% inside/outside customer differential - allowable by statute. The current plan is to reduce the differential 5% (over a 10-year period) until both inside-city and outside-city customers pay equal rates for water service. A 145% differential was adopted with the FY21 budget. A 140% water rate differential is recommended in the FY22 budget. This rate differential is currently applied only to water service, wastewater service will remain at the 150% differential.

Charges for Service. Charges for service total **\$19.2M** (**96.1%**) for the FY22 Water and Sewer Fund budget. They are estimated to total **\$16.9M** for FY21. The budget includes estimated revenues earned from meter-based and volumetric usage charges. We hope as COVID-19 related restrictions are lifted there will be a return to normalcy for service use. Examining government regulation related to the virus, it is reasonable to assume we may continue to see a depression in commercial and industrial customer service usage and an increase in residential usage as businesses operate under unique, restricted, circumstances and families spend more time at home. These pandemic-influenced usage trends are similar among water and sewer utilities in North Carolina.

Permits and Fees. Permits and fees are the second largest revenue source for the Water and Sewer Fund. The budget is composed of estimated revenues from late fees, permit issuance, surcharges, inspections, and taps. Permits and fees are an elastic revenue source, primarily driven by the amount of development and connection to the water and sewer system. For the FY22, permits and fees are budgeted at **\$751,352**. This is a **14.7%** increase over the FY21 end of year estimate of **\$668,581**.

Industrial/Commercial Rate Comparisons. The City Manager is recommending that City Council continue to phase commercial and industrial rates to a flat block structure over a 5-year period, opposed to the historical declining block structure. The phase-in will give current industries time to react to the changes and provide an opportunity to maintain a competitive edge for utility costs as they relate to economic development. FY22 will be year 3 of the 5-year plan. The 5-year phased implementation maintains an affordable Hendersonville water and sewer rate for a majority of meter size and usage scenarios.

Other Financing Sources – Fund Balance. The Water and Sewer Fund maintains a fund balance or retained earnings; however, the LGC does not provide a recommended minimum level for the Water and Sewer Fund. The City Council has established and adopted its own fund balance goal of a range from 50% - 75% of expenditures. This level is higher than the General Fund because water and sewer type infrastructure and expenditures are typically more costly. The fund balance as of June 30th, 2020 was **\$9,719,033**, or **55.6%** of estimated FY20 operating expenditures. This fund balance calculation is provided on a modified accrual basis of accounting. It is estimated that the Water and Sewer Fund's fund balance will increase by **\$101,010** to end FY21 at **\$9,820,043**. In FY22, we estimate an increase in fund balance of **\$828,870**, bringing the total fund balance at the end of FY22 to **\$10,648,913**.

It is important to note the fund balance increases are planned for the financing of future capital projects. The City continually monitors its rates and works to prioritize, plan, and execute capital projects. The fund balance level in the Water and Sewer Fund is an indicator the City is taking necessary steps to carry out projects essential to providing water and wastewater service to customers.

The table below summarizes other financing sources and uses, as well as fund balance estimates.

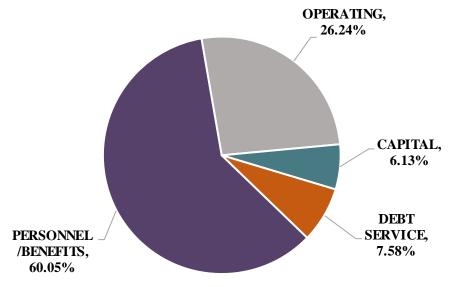
-	FY20-21 REVISED	FY20-21 ESTIMATE	FY21-22 BUDGET	FY21-22 ESTIMATE
OTHER FINANCING (SOURCES)/USES				
Insurance Proceeds	(16,200)	-	-	-
Debt Issuance	-	-	-	-
Debt Proceeds	-	-	-	-
Capital Lease	-	-	-	-
Sale of Capital Assets	-	-	-	-
Transfers (In)	-	-	-	-
Transfers Out	177,362	100,000	100,000	100,000
TOTAL OTHER				
FINANCING				
(SOURCES)/USES -	161,162	100,000	100,000	100,000
Fund Balance Appropriated	1,196,720	(101,010)	385,951	(828,870)
BALANCE	1,196,720	(101,010)	385,951	(828,870)
FUND BALANCE, BEGINNING OF YEAR	9,719,033	9,719,033	9,820,043	9,820,043
FUND BALANCE, END OF YEAR	8,522,313	9,820,043	9,434,092	10,648,913

Water & Sewer Fund – Expenditures

Hendersonville Water and Sewer is responsible for providing water service to more than 65,000 residents and businesses and sewer service to more than 21,000 residents and businesses of both Hendersonville and Henderson County. The Water and Sewer Fund continues to evaluate and improve its already high-quality services through work with various outside consultants, stakeholder groups, and internal strategic priority meetings. The recommended expenditures in this memo reflect the priorities identified in the above-mentioned initiatives. Below is a breakdown of the Fund's total expenditures for FY22.

-	FY20-21 REVISED	FY20-21 ESTIMATE	FY21-22 BUDGET	FY21-22 ESTIMATE
EXPENDITURES				
Personnel/Benefits	8,398,350	7,556,187	9,058,601	8,520,503
Operating	6,159,156	6,201,258	6,740,905	6,340,482
Capital	1,072,391	983,108	1,283,000	1,206,787
Debt Service	2,752,141	2,752,141	3,212,170	3,212,170
TOTAL EXPENDITURES	18,382,038	17,492,693	20,294,676	19,279,942

The chart below presents expenditures by type as a percent of total budgeted expenditures for FY22.



Personnel and benefits type expenditures make up the largest portion of Water and Sewer Fund expenditures, at approximately **44.6%** of the total budget. Operating expenditures make up another large portion at **33.2%** of the total budget. The remainder of the Water and Sewer Fund budget is spent on capital outlay (**6.3%**) and debt service (**15.8%**).

Personnel/Benefits. Personnel and benefits expenditures include salaries, insurance, retirement contributions, and respective taxes (i.e. income tax, etc.). The total personnel/benefits budget for FY22 totals, **\$9.1M**. This is a **\$660,251**, or **7.9%** increase over the FY21 revised budget. Some personnel/benefits items to note are listed below.

- Salary increases 10.0% COLA and merit pay 1.00%, 1.75%, or 2.50%.
- 75.0% of dependent medical insurance coverage, up from the current 50.0% plan.
- Addition of a short-term disability coverage policy and a paid family leave policy.
- Retirement benefit contributions increased 11.35% for all other employees, other than law enforcement officers.
- Addition of positions with budget allocated to the Water and Sewer Fund: 1 I.T. System Administrator, 1 Crew Leader and 1 Technician for CCTV operations, 1 WWTP Operator, 1 Civil Engineer, 1 Construction Inspector, 1 Diversity, Equity, and Inclusion Coordinator, 1 Risk Manager, 1 Purchasing Administrator, and other existing positions with budget allocations to the Fund.

Operating. Operating type expenditures include everything that is not considered capital, salaries/benefits, or debt; it includes a wide array of expenditures. The recommended operating budget is set to increase **\$581,749** (**9.4%**) in FY22, compared to FY21 revised budget. A total of **\$1.0M** was adjusted out of the requested budget for operating costs during the budget prioritization process. It is important to note when considering operating expenditures, is their likelihood to fluctuate from budget to actual spending. This is common due to the nature of system repair and maintenance. Leaks and other damage to the system vary in severity and tend to drive the need for a high initial budget that may not always be completely used during the year.

Capital. The recommended pay-go capital budget will increase **\$210,609** (**19.6%**) in FY22, compared to the FY21 revised budget. A total of **\$3.2M** was adjusted out of the department requested pay-go capital during the budget prioritization process. This budget includes the most essential operating and capital items. Some priority items in the FY22 recommended budget include, but are not limited to:

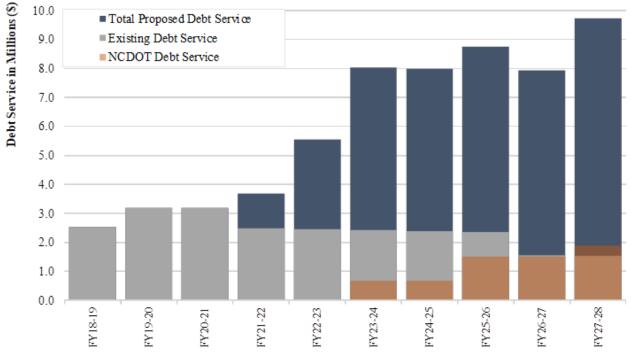
•	CCTV inspection vehicle	\$350,000
•	Finance/customer service kiosk	\$30,000
•	Generators/ATS	\$150,000
•	Motor vehicle replacement	\$140,000
•	SCADA upgrades	\$50,000
•	Sewer-shed 3 planning and assessment	\$125,000
•	Sewer pump station metering and upgrades	\$125,000
•	Water pump station metering and upgrades	\$125,000
•	WTP equipment purchases	\$110,000

Debt Service. The total debt service budget for FY22 totals, **\$3.2M**. This is a **16.7%** increase over the FY21 revised budget. The increased debt service budget is attributable to a Streambank SRF Loan and a Northside SRF Loan. Below is a summary of all debt funded projects the City continues to pay debt service on.

	1 2	
٠	2001 - WWTP SRF Loan	\$681,779
•	2011 - Brightwater SRF Loan	\$35,679
•	2015 - Jackson Park Sewer SRF Loan	\$277,798
•	2015 - Shepard Creek/Atkinson SRF Loan	\$116,160
•	2016 - Wolfpen Water and Sewer SRF Loan	\$178,238
•	2019 - Etowah Revenue Bond	\$1,443,489
•	2020 - Streambank SRF Loan	\$149,124
•	2020 - Northside SRF Loan	\$329,903

The City has a list of future year capital projects, planned through FY26, which totals **\$110.8M**. In FY22, our debt service costs will increase by **\$460,062** (**16.7%**). We anticipate this number will grow as additional and high-priority projects are identified to serve our customers. To fund this list of projects, we use pay-go and debt financing options.

The chart below details the Water and Sewer Fund's existing and proposed debt service payments through FY28.



In addition to in-house financial metrics, the Water and Sewer Fund's financial metrics are also tracked through the Environmental Finance Center (EFC), a Division of the University of North Carolina School of Government (UNC SOG). The public may access financial metrics from the UNC SOG any time by visiting <u>https://efc.sog.unc.edu</u>.

Revenue Bond Covenants. In FY20, the City secured its first Water and Sewer System Revenue Bond. Associated with the revenue bond is a General Indenture which details certain covenants. Section 6.6 of the General Indenture includes a detailed list of covenants and bond tests to be met. In FY20, we met both requirement (a) and (b) of the revenue bond covenant. In summary, the City has agreed to establish and maintain rates that will fulfil the requirements below.

Annual Net Revenues in the current Fiscal Year, together with 20% of the balance in the Surplus Fund at the end of the preceding Fiscal Year, at least equal to:

- 100% of Current Expenses.
- 120% of annual principal and interest requirements of parity bonds.
- 100% of debt service requirements for subordinate, general obligation, and other indebtedness.

AND

Annual Net Revenues in the current Fiscal Year at least equal to:

• 100% of Current Expenses.

Covenant Met (b)

- 110% of annual principal and interest requirements of parity bonds.
- 100% of debt service requirements for subordinate, general obligation, and other indebtedness.

Requirement	Code	Amount	
Revenues plus 20% of Surplus Fund (a)	(a)	19,231,074	Ratio Calc. (a)
100% of Current Expenses (a)	(a)(i)	13,103,793	
120% of Annual Principal and Interest on Revenue Bond (a)	(a)(ii)	1,092,262	
100% of Annual Principal and Interest on Other Indebtedness (a)	(a)(iii)	2,271,611	1.00
Subtotal of Revenue Coverage (a)	(a) Subtotal	16,467,666	1.82
Covenant Met (a)	Covenant Met Requirement (a)	2,763,409	
		V E	
Revenues (b)	(b)	16,389,172	Ratio Calc. (b)
100% of Current Expenses (b)	(b)(i)	13,103,793	
110% of Annual Principal and Interest on Revenue Bond (b)	(b)(ii)	1,001,240	
100% of Annual Principal and Interest on Other Indebtedness (b)	(b)(iii)	2,271,611	1 00
Subtotal of Revenue Coverage (b)	(b) Subtotal	16,376,644	1.00

Transfers Out. A \$100,000 in transfer is budgeted for FY22. This is a planned transfer to the Water and Sewer Capital Reserve Fund. The Capital Reserve Fund transfer will support water and sewer system expansion.

Covenant Met Requirement (b)

12.528

Other Funds

In addition to the two largest City funds, the City budgets for a variety of other funds. These include enterprise funds, special revenue funds, capital reserve funds, and internal service funds. These remaining funds make up approximately **9.5%**, or **\$4,181,024**, of the total budget for FY22.

Downtown Program

Under the authority provided by N.C.G.S. 160A-536, the City levies two separate municipal service district (MSD) taxes in addition to its base ad valorem taxing authority. These two MSDs participate in the North Carolina Main Street Program and provide services above and beyond the standard services provided throughout the City. Using the National Trust for Historic Preservation's Main Street Four Point Approach, the Advisory Committees seek to support and build upon inherent strengths in the City's two historic commercial districts. The Main Street Four Point approach includes Organization, Design, Economic Restructuring and Promotions. The two historic commercial districts that are part of the City of Hendersonville's Downtown Economic Development Program are each defined by Municipal Service Districts.

Advisory Boards. In February of FY21, the City Council voted to merge the two downtown advisory groups to form one board, the Downtown Advisory Board (DAB). This Board serves to advise City Council in matters pertaining to the Main Street and 7th Avenue Municipal Service Districts (MSDs). The merger is one result of the desire to create one vision for downtown, initially conceived as a strategic goal during a 2016 community charette focused on the future of downtown. The intervening years have seen several the identified strategies implemented, such as the restoration of the Grey Hosiery Mill, facilitating the advisory committees' merger. The proposed budget reflects recommendations from this joint Board and Staff.

Department Structure. The new structure of the Community Development Department has led to a variety of changes in vision and function within what had previously been the Development Assistance and Downtown Departments. Additionally, increased development activity and a need for enhanced community engagement are necessitating a more involved approach from Staff and Council.

The Community Development Department has two divisions, the Downtown Division, and the Planning Division. The Downtown Division focuses on the City's two municipal service districts, their connection, and the surrounding areas that directly impact the districts. The Planning Division provides site plan review and support, zoning, and code enforcement. The Planning Division looks to develop a focus on long range planning, transportation planning, affordable housing, and growth strategies.

The new divisions have developed a focus and vision as follows:

- 1. Encourage representative and meaningful public participation and partner with our citizens to contribute to vision-building and overall community development with a focus that goes beyond statutory requirements.
- 2. Identify methods to "hyper-share" development-related information.
- 3. Connect the community's vision to their daily work.
- 4. Actively work with the development community to provide them the tools to understand the vision for the community and to transparently represent the process for development approval.

The new Community Development Department is structured as follows:



Main Street MSD Fund. The Main Street municipal service district is bounded by Church and King Streets to the west and east and 7th Avenue and Allen Street to the north and south. In the FY22 budget, the Main Street MSD tax rate is recommended to decrease by \$0.02 to \$0.24 per \$100 valuation. The total FY22 budget is \$522,366. Notable budget items include:

- Sales tax budgeted revenue increased **\$60k** over the adopted FY21 budget.
- Fund balance is stable and available to fund needed surprise repairs or to take advantage of unforeseen capital opportunities.
- Increased staff capacity by adding a part-time events coordinator position.
- Personnel and benefits costs decreased **\$40k** compared to the adopted FY21 budget.
- Capital outlay includes electric panel upgrades, water barricades, and holiday decorations.
- Debt service for the public restroom project totals \$47,002 for FY22.

7th Avenue MSD Fund. The 7th Avenue District's boundary encompasses the Avenue from Four Seasons Boulevard east to the Oklawaha Greenway and extends down Locust Street at its intersection with 7th north to 9th Avenue. The 7th Avenue MSD is proposed to stay at **\$0.17 per \$100 valuation**. The total budget for the Fund is **\$100,982** in FY22. Important facts and trends include:

- Upon completion of the 7th Ave. Streetscape Project, an increase in the tax rate is recommended.
- Sales tax budgeted revenue increased **\$11k** over the adopted FY21 budget.
- Fund balance is estimated to end FY21 at **\$116,407**, or **115.3**% of budgeted FY22 expenditures.
- This budget will share in the costs of the new part-time events coordinator position.
- Personnel and benefits costs decreased **\$6k** compared to the adopted FY21 budget.
- There are no funds included for capital outlay.
- The 7th Ave. Streetscape Project is budgeted in a capital project ordinance with a budget of \$1.4M and is expected to start this fall 2021.
- There are no current debt service requirements for this budget.

Environmental Services Fund

The Environmental Services Fund (ESF) provides sanitation services to rate payers within the City. The ESF's total budget for FY22 is **\$1,892,981**, including a fund balance appropriation of **\$20,881**. The Fund's balance as of June 30th, 2020 totals **\$242,578**. The Fund balance is anticipated to decrease in FY21 by approximately **\$67,137**.

Important budget facts and trends include:

- If estimates prove accurate, the ESF could end FY21 (current year) with **\$175,441** remaining fund balance, down from **\$242,578** at the end of FY20.
 - FY18-19 Actual Fund Balance \$294,357
 - FY19-20 Actual Fund Balance \$242,578
 - FY20-21 Estimated Fund Balance \$175,441
- If the ESF follows budget precisely, it will end FY22 with a remaining fund balance of **\$154,560**.
- On Feb. 26, 2021, City Council reviewed a rate proposal for next budget year, which will increase revenues to sustain operations and enable Staff to study operational efficiencies and best-practices.
- The City Manager recommends City Council adopt an updated schedule of rates and fees for the ESF, summarized below:
- Residential 32gal Waste and Recycling Fees \$20.00
 - Increase of **\$3.75 per month**.
 - Raises the rate for customers who participate in recycling to the same rate as customers who do not recycle.
- Residential 96gal Waste and Recycling Fees \$22.00
 - Increase of **\$3.50 per month**.
 - Raises the rate for customers who participate in recycling to the same rate as customers who do not recycle.

- FY22 recommended expenditures include major projects listed below:
 - Purchase of a solid waste truck estimated total loan of **\$260,000**.
 - Purchase of a portion of a brush truck estimated total loan of \$160,000.
 - The ESF will contribute **\$120,000** (**75%**).
 - The Stormwater Fund will be responsible for **\$40,000** (**25%**).
 - Funding for a route analysis estimated at **\$40,000**.
 - Annual leaf/brush griding contract cost of **\$35,000**.
 - Tree removal contracted services \$15,000.

Stormwater Fund

The Stormwater Fund provides stormwater infrastructure improvements, street and gutter cleaning, and maintains the City's NPDES Phase II Permit with the State of North Carolina. The total FY22 budget for this Fund is **\$1,336,642**. There is a budgeted fund balance appropriation of **\$25,552**; however, we estimate adding **\$14,547** to fund balance at the end of FY22.

Important facts and trends include:

- A stormwater rate study and strategic plan to identify service levels was completed in FY21.
- Stormwater rates are currently earned through a **\$5.00 monthly fee** for all property types.
- The City Manager recommends City Council adopts a schedule of rates and fees for the Stormwater Fund which reflects discussion between the City and professional consultants:
 - **\$5.00/month** flat fee for single family residential properties.
 - \$5.00/month per equivalent residential unit (ERU) fee for non-residential properties with either: (1) a maximum payment of \$250.00/month; OR, (2) a 50% credit for properties with functioning stormwater control measures, whichever is less.
- The FY22 capital improvement plan (CIP) includes a budget of **\$650,000** for project construction, infrastructure assessments, and necessary equipment listed below.
 - Equipment \$40,000
 - Projects \$485,000
 - Studies \$125,000
- The FY22 Stormwater Fund includes a **\$512,687** salaries and benefits budget, a **170.7%** increase over the FY21 revised budget of **\$189,361** this increase reflects more staff focus on stormwater-related activities, a new full-time stormwater position, and is also driven by a 10.0% COLA and 75% dependent insurance coverage.

Internal Service Fund

The City provides one internal service fund for the provision of health and welfare employee benefits. Internal service funds are used to account for the financing of goods or services provided by one department or agency of a governmental unit to other departments or agencies of the same governmental unit on a cost-reimbursement basis. The City's Health and Welfare Fund is adopted by ordinance as a financial plan, in accordance with North Carolina law.

Health & Welfare Fund. The total budget for this Fund is **295,209** in FY22, an increase over the FY21 revised budget of **\$282,480**. This Fund pays for the City's MERP plan claims and provides other employee benefit services. These services are managed by the Wellness Committee and program. Each City fund makes annual contributions to this Fund to pay for the services provided.

Governmental Special Revenue Fund

The City supports a variety of other programs. These programs are relatively small in comparison to the other functions of the City. Some of the functions that these programs provide are related to police and fire community services, historic preservation, and the City's Walk of Fame Committee. The FY22 Governmental Special Revenue Fund budget makes up **\$65,500** of the total budget. The primary revenue source comes from donations or events which creates uncertainty when budgeting for revenues. The Government Special Revenue Fund is balanced using fund balance until revenues are realized; therefore, the fund is budgeted to need **\$49,500** in fund balance for FY22.

Water and Sewer Capital Reserve Fund

North Carolina General Statute 159-18 authorizes local governments to establish and maintain capital reserve funds for any purpose which a bond (debt) may be issued. The Water and Sewer Capital Reserve Fund (CRF) was established to raise funds for future economic development projects. In FY22, the City will transfer **\$100,000** to the Water and Sewer CRF from the Water and Sewer Fund.

Budget in Total

The City of Hendersonville, like many other local governments, is looking forward to the continued return to normalcy on the tail-end of the COVID-19 pandemic. We are observing the economy re-open gradually as vaccines are administered globally. In April of 2020, the St. Louis, MO Federal Reserve Economic Data (FRED) reported a 14.6% unemployment rate for Henderson County, NC. We have seen this 14.6% unemployment rate decrease to 4.0% for April of 2021. The decreased unemployment and other economic factors, including sales tax collections, lead me to believe we will resume a state of economic growth.

The 2019 property revaluation resulted in an average increase of twenty five percent, which followed a ten-year period of little or no property base growth. Two large residential development projects are currently being designed and permitted and several other residential and commercial projects are in the pre-development stages. I expect this activity to continue for at least the next twelve months as Hendersonville continues to expand its position as a major residential and commercial center in the Asheville Metropolitan Statistical Area.

Thanks to higher than anticipated sales tax collections revenue in FY20-21 and a favorable forecast for FY21-22, the City is able to increase property tax by \$0.03 per \$100 valuation, a less impactful property tax change compared to a previously forecasted \$0.06 per \$100 need for FY21-22. We are budgeting for sales tax conservatively but anticipate a 5% increase in collections over our current year. Remember that long term sales tax revenue is dependent upon greater economic forces – pandemics, resource shortages, cyber-attacks, and global trade malfunctions may interfere with sales tax revenues. The City Council will have to balance the need for future revenue with maintaining a reasonable cost of living in our community, this balancing act has led to discussion around quarter-cent sales tax being discussed with the North Carolina General Assembly. We believe it is important to collect revenues from not only residents, but those who visit our community and utilize our services without carrying a property tax burden.

While the FY21-22 Budget is conservative, the City Council has made a commitment to maintaining a high level of service to our citizens by significantly investing in facilities, equipment, and people. City Council has strongly committed to supporting our employees and their families by directing a 10% cost of living wage increase for all employees and by backing a 75% City-funded dependent medical insurance benefit. Additionally, City Council has provided direction to advance our on-going pay and classification study and pursue reform in paid family medical leave and supplemental insurance.

The City Council is continuing to support the Hendersonville Fire Department by providing matching grant funds for twelve firefighters and supporting the development of the new Fire Station 1. The construction of the new police headquarters is underway, with Police Department staff anticipated to occupy the facility in late summer. Staff are continuing to pursue a downtown parking deck. Over the next twenty-four months, the City will be making significant water and sewer infrastructure improvements. Water and sewer improvements include a new water intake on the French Broad River, a Clear Creek sewer line upgrade, renewing the infrastructure under Church Street ahead of NCDOT projects, and other line replacements in older parts of our system. A stormwater master plan and rate study has been completed; based

on recommendations, we will make increased investment in our stormwater infrastructure, preserving and protecting properties in the Wash Creek Basin while pursuing further master planning. Our environmental service/solid waste program will begin operational efficiency studies moving forward. These items as well as numerous other capital projects, employee benefits, and equipment purchases in the FY21-22 Budget are positioning the City of Hendersonville to serve our citizens for the next fifty years.

We must be vigilant in understanding how the growth of the community affects how services are provided to our citizens and visitors. Service and program costs can directly impact the long-term financial health of the City of Hendersonville and the affordability of our community. In addition, expecting City departments to maintain a high level of service in a fast-growing community without additional resources will lead to low morale, significant organizational turnover, and poor service. City management will work with the City Council to balance service level expectations and the needs for additional personnel and equipment. However, it must be recognized that Hendersonville is a unique community with unique challenges. It will be the responsibility of the City Council, staff, and our residents to develop unique solutions to these challenges. We will be responsible for our own destiny.

In summary, this proposed budget is balanced in accordance the State statutes and attempts to address the priorities, which have been set by the City Council for the 2021-2022 Fiscal Year.

The budget is fiscally sound, and although it does not fund all the requests made by departments or external agencies, it does address the top priority needs of the City and is set at a level to maintain a high level of service for Hendersonville citizens, customers and partners.

My appreciation is expressed to Brian Pahle, Adam Murr and other staff members who assisted in preparing this budget.

I recommend the proposed budget for Fiscal Year 2021-2022 to the Mayor and City Council.

Respectfully submitted,

John F. Connet City Manager

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Ordinance #_____

BUDGET ORDINANCE

AN ORDINANCE MAKING APPROPRIATIONS FOR CERTAIN EXPENSES, CAPITAL IMPROVEMENTS AND INDEBTEDNESS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022

WHEREAS, the City of Hendersonville is coming to the conclusion of its fiscal year and will enter into a new fiscal year on July 1, 2021; and

WHEREAS, it is necessary and required that prior to entering into a new fiscal year a budget must be passed and adopted for the operation of the city government; and

WHEREAS, the FY 21-22 budget and budget message were submitted to the Hendersonville City Council by the budget officer, the City Manager on May 19, 2021 as required by N.C.G.S. § 159-11(b); and

WHEREAS, a copy of the FY 21-22 budget was filed with the Hendersonville City Clerk on May 19, 2021 as required by N.C.G.S. § 159-12(a); and

WHEREAS, a duly advertised public hearing and a work session have been held wherein the public has been notified and invited to be present.

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA:

SECTION 1: That the following amounts are hereby appropriated for the following governmental and proprietary funds for the fiscal year beginning July 1, 2021 and ending June 30, 2022, with the estimated, budgeted revenues and other finance sources for each fund being as stated:

GOVERNMENTAL FUNDS

General Fund	
General Fund	
Budgeted Revenues	\$(18,468,599)
Ad Valorem Taxes	(11,215,690)
Other Taxes & Licenses	(9,500)
Unrestricted Intergovernmental	(5,868,846)
Restricted Intergovernmental	(526,163)
Permits & Fees	(444,350)
Sales & Services	(276,050)
Investment Earnings	(100,000)
Miscellaneous	(29,000)
Budgeted Expenditures	20,538,343
General Government	2,898,179
Community Development	832,240

Fire	4,406,771
Police	6,251,780
Public Works	4,591,807
Debt Service	1,557,566
Other Finance (Sources)/Uses	(2,069,744)
Proceeds of Debt	(798,000)
Sale of Capital Assets	(10,000)
Transfers (In)	(-)
Transfers Out	-
Fund Balance Appropriated	(1,261,744)
Sub-Total Estimated Revenues & Other Finance Sources	\$(20,538,343)
Sub-Total Appropriations	\$20,538,343
Special Devenue Funda	
Special Revenue Funds	
Governmental Special Revenue Fund	\$(16,000)
Budgeted Revenues	\$(16,000)
Miscellaneous Dudgeted Europeditures	(16,000)
Budgeted Expenditures	65,500
Fire Historic Preservation	4,000
Police	7,500
Walk of Fame	50,000 4,000
Other Finance (Sources)/Uses	(49,500)
Fund Balance Appropriated	(49,500)
Sub-Total Estimated Revenues & Other Finance Sources	\$(65 , 500)
	φ(05,500)
Sub-Total Annronriations	\$65 500
Sub-Total Appropriations	\$65,500
Sub-Total Appropriations Main Street MSD Fund	\$65,500
Main Street MSD Fund	
	\$65,500 \$(503,000) (276,750)
Main Street MSD Fund Budgeted Revenues	\$(503,000)
Main Street MSD Fund Budgeted Revenues Ad Valorem Taxes	\$(503,000) (276,750)
Main Street MSD Fund Budgeted Revenues Ad Valorem Taxes Other Taxes & Licenses	\$(503,000) (276,750) (-)
Main Street MSD Fund Budgeted Revenues Ad Valorem Taxes Other Taxes & Licenses Unrestricted Intergovernmental	\$(503,000) (276,750) (-)
Main Street MSD Fund Budgeted Revenues Ad Valorem Taxes Other Taxes & Licenses Unrestricted Intergovernmental Restricted Intergovernmental	\$(503,000) (276,750) (-) (225,000) (-)
Main Street MSD Fund Budgeted Revenues Ad Valorem Taxes Other Taxes & Licenses Unrestricted Intergovernmental Restricted Intergovernmental Permits & Fees Sales & Services Investment Earnings	\$(503,000) (276,750) (-) (225,000) (-) (250)
Main Street MSD Fund Budgeted Revenues Ad Valorem Taxes Other Taxes & Licenses Unrestricted Intergovernmental Restricted Intergovernmental Permits & Fees Sales & Services Investment Earnings Miscellaneous	\$(503,000) (276,750) (-) (225,000) (-) (250) (-)
Main Street MSD Fund Budgeted Revenues Ad Valorem Taxes Other Taxes & Licenses Unrestricted Intergovernmental Restricted Intergovernmental Permits & Fees Sales & Services Investment Earnings	\$(503,000) (276,750) (-) (225,000) (-) (250) (-) (1,000)
Main Street MSD Fund Budgeted Revenues Ad Valorem Taxes Other Taxes & Licenses Unrestricted Intergovernmental Restricted Intergovernmental Permits & Fees Sales & Services Investment Earnings Miscellaneous Budgeted Expenditures Downtown Program	\$(503,000) (276,750) (-) (225,000) (-) (250) (-) (1,000) (-)
Main Street MSD Fund Budgeted Revenues Ad Valorem Taxes Other Taxes & Licenses Unrestricted Intergovernmental Restricted Intergovernmental Permits & Fees Sales & Services Investment Earnings Miscellaneous Budgeted Expenditures Downtown Program Debt Service	$\begin{array}{c} \$(503,000)\\(276,750)\\(&-\end{array})\\(225,000)\\(&-\end{array})\\(250)\\(&-\end{array})\\(1,000)\\(&-\end{array})\\522,366\\475,364\\47,002\end{array}$
Main Street MSD Fund Budgeted Revenues Ad Valorem Taxes Other Taxes & Licenses Unrestricted Intergovernmental Restricted Intergovernmental Permits & Fees Sales & Services Investment Earnings Miscellaneous Budgeted Expenditures Downtown Program	(503,000) (276,750) (-) (225,000) (-) (250) (-) (1,000) (-) 522,366 475,364 475,364 47,002 (19,366)
Main Street MSD Fund Budgeted Revenues Ad Valorem Taxes Other Taxes & Licenses Unrestricted Intergovernmental Restricted Intergovernmental Permits & Fees Sales & Services Investment Earnings Miscellaneous Budgeted Expenditures Downtown Program Debt Service Other Finance (Sources)/Uses Fund Balance Appropriated	(503,000) (276,750) (-) (225,000) (-) (250) (-) (1,000) (-) 522,366 475,364 475,364 47,002 (19,366) (19,366)
Main Street MSD Fund Budgeted Revenues Ad Valorem Taxes Other Taxes & Licenses Unrestricted Intergovernmental Restricted Intergovernmental Permits & Fees Sales & Services Investment Earnings Miscellaneous Budgeted Expenditures Downtown Program Debt Service Other Finance (Sources)/Uses Fund Balance Appropriated Sub-Total Estimated Revenues & Other Finance Sources	(503,000) (276,750) (-) (225,000) (-) (250) (-) (1,000) (-) (522,366) (19,366) (19,366) (522,366)
Main Street MSD Fund Budgeted Revenues Ad Valorem Taxes Other Taxes & Licenses Unrestricted Intergovernmental Restricted Intergovernmental Permits & Fees Sales & Services Investment Earnings Miscellaneous Budgeted Expenditures Downtown Program Debt Service Other Finance (Sources)/Uses Fund Balance Appropriated	(503,000) (276,750) (-) (225,000) (-) (250) (-) (1,000) (-) 522,366 475,364 475,364 47,002 (19,366) (19,366)
Main Street MSD Fund Budgeted Revenues Ad Valorem Taxes Other Taxes & Licenses Unrestricted Intergovernmental Restricted Intergovernmental Permits & Fees Sales & Services Investment Earnings Miscellaneous Budgeted Expenditures Downtown Program Debt Service Other Finance (Sources)/Uses Fund Balance Appropriated Sub-Total Estimated Revenues & Other Finance Sources	(503,000) (276,750) (-) (225,000) (-) (250) (-) (1,000) (-) 522,366 475,364 475,364 475,364 475,366) (19,366) (19,366) \$(522,366)
Main Street MSD FundBudgeted RevenuesAd Valorem TaxesOther Taxes & LicensesUnrestricted IntergovernmentalRestricted IntergovernmentalPermits & FeesSales & ServicesInvestment EarningsMiscellaneousBudgeted ExpendituresDowntown ProgramDebt ServiceOther Finance (Sources)/UsesFund Balance AppropriatedSub-Total Estimated Revenues & Other Finance SourcesSub-Total Appropriations	(503,000) (276,750) (-) (225,000) (-) (250) (-) (1,000) (-) (522,366) (19,366) (19,366) (522,366)
Main Street MSD FundBudgeted RevenuesAd Valorem TaxesOther Taxes & LicensesUnrestricted IntergovernmentalRestricted IntergovernmentalPermits & FeesSales & ServicesInvestment EarningsMiscellaneousBudgeted ExpendituresDowntown ProgramDebt ServiceOther Finance (Sources)/UsesFund Balance AppropriatedSub-Total Estimated Revenues & Other Finance SourcesSub-Total Appropriations	(503,000) (276,750) (-) (225,000) (-) (250) (-) (1,000) (-) (522,366) (19,366) (19,366) (19,366) (522,366) (522,366)
Main Street MSD FundBudgeted RevenuesAd Valorem TaxesOther Taxes & LicensesUnrestricted IntergovernmentalRestricted IntergovernmentalPermits & FeesSales & ServicesInvestment EarningsMiscellaneousBudgeted ExpendituresDowntown ProgramDebt ServiceOther Finance (Sources)/UsesFund Balance AppropriatedSub-Total Estimated Revenues & Other Finance SourcesSub-Total Appropriations	(503,000) (276,750) (-) (225,000) (-) (250) (-) (1,000) (-) (522,366) (19,366) (19,366) (19,366) (19,366) (522,366) (522,366) (522,366) (522,366)
Main Street MSD Fund Budgeted Revenues Ad Valorem Taxes Other Taxes & Licenses Unrestricted Intergovernmental Restricted Intergovernmental Permits & Fees Sales & Services Investment Earnings Miscellaneous Budgeted Expenditures Downtown Program Debt Service Other Finance (Sources)/Uses Fund Balance Appropriated Sub-Total Estimated Revenues & Other Finance Sources Sub-Total Appropriations Seventh Avenue MSD Fund Budgeted Revenues Ad Valorem Taxes	(503,000) (276,750) (-) (225,000) (-) (250) (-) (1,000) (-) (522,366) (19,366) (19,366) (19,366) (522,366) (522,366) (522,366) (522,366) (522,366)

FY2 Section 7, Item A.

Permits & Fees	(-)
Sales & Services	(-)
Investment Earnings	(1,000)
Miscellaneous	(5,000)
Budgeted Expenditures	100,982
Downtown Program	100,982
Other Finance (Sources)/Uses	(16,607)
Fund Balance Appropriated	(16,607)
Sub-Total Estimated Revenues & Other Finance Sources	\$(100,982)
Sub-Total Appropriations	\$100,982

PROPRIETARY FUNDS

\$(1,492,100)
(1,490,000)
(-)
(-)
(-)
(-)
(-)
(300)
(1,800)
1,892,981
1,818,838
74,143
(400,881)
(380,000)
(20,881)
\$(1,892,981)
\$1,892,981
\$(1,271,090)
(1,270,000)
(-)
(-)
(-)
(1,040)
(-)
(50)
(-)
1,336,642
1,296,329
40,313
(65,552)
(40,000)
(25,552)
\$(1,336,642)
\$1,336,642

FY2 Section 7, Item A.

Enterprise Funds (Continued)	
Water & Sewer Capital Reserve Fund	
Budgeted Revenues	\$(-)
Miscellaneous	(-)
Budgeted Expenditures	100,000
General Administration	100,000
Other Finance (Sources)/Uses	(100,000)
Fund Balance Appropriated	(-)
Transfers (In)	(100,000)
Transfers Out	-
Sub-Total Estimated Revenues & Other Finance Sources	\$(100,000)
Sub-Total Appropriations	\$100,000
Water & Sewer Fund	
Budgeted Revenues	\$(20,008,725)
Charges for Services	(19,228,200)
Other Taxes & Licenses	(-)
Unrestricted Intergovernmental	$\begin{pmatrix} & - \end{pmatrix}$
Restricted Intergovernmental	$\begin{pmatrix} & - \end{pmatrix}$
Permits & Fees	(751,325)
Sales & Services	(-)
Investment Earnings	(8,000)
Miscellaneous	(21,200)
Budgeted Expenditures	20,294,676
General Business	5,607,913
Water Distribution	2,523,305
Water Facilities Maintenance	1,450,700
Water Operations Support	656,382
Water Treatment Plant	2,311,287
Water Treatment Fiant Wastewater Collection	1,938,394
Wastewater Concertion Wastewater Facilities Maintenance	473,091
Wastewater Operations Support	180,200
Wastewater Operations Support Wastewater Treatment Plant	1,744,085
Debt Service	3,212,170
Other Finance (Sources)/Uses Transfers (In)	(285,951)
Transfers Out	(-)
	100,000
Fund Balance Appropriated	(385,951)
Sub-Total Estimated Revenues & Other Finance Sources	\$(20,394,676)
Sub-Total Appropriations	\$20,394,676
Internal Service Funds	
Health & Welfare Fund	
Budgeted Revenues	\$(294,459)
Charges for Services	(282,459)
Grant Revenue	(-)
Miscellaneous	(12,000)
Budgeted Expenditures	295,209
Employee Benefits	295,209
Other Finance (Sources)/Uses	(750)

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Fund Balance Appropriated	(750)
Sub-Total Estimated Revenues & Other Finance Sources	\$(295,209)
Sub-Total Appropriations	\$295,209
Total Estimated Revenues & Other Finance Sources	\$(45,246,699)
Total Appropriations	\$45,246,699

SECTION 2: That the attached detailed budget document reflects the estimated revenues, revenue contributions, and budget appropriations of the City of Hendersonville, North Carolina, for the period beginning July 1, 2021, and ending June 30, 2022. A copy of said document shall be furnished to the City Clerk, City Manager and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

SECTION 3: That the financial plan supporting the Internal Service Fund as required by N.C.G.S. § 159-13.1 is approved.

The *Financial Plan* for the Internal Service Fund is incorporated herein by reference and shall be placed on file in the office of the City Clerk.

SECTION 4: That no appropriations for salaries shall be changed unless authorized by the Council. Appropriations between departments or divisions within one fund, other than salaries, including contingency appropriations, may be transferred therein by the City Manager for the purpose of equalizations when necessary as long as the original total appropriated balance for the fund is not changed. Appropriations within a department, other than salaries, may be transferred by the department head to make equalizations when necessary.

SECTION 5: That there is hereby levied a tax at the rate of fifty-two cents (\$0.52) per one hundred dollars (\$100) valuation of property. This rate is based on an estimated total valuation of property for the purpose of taxation of \$2,061,784,659 and estimated collection rate of 98.00%.

SECTION 6: That there is hereby levied a tax at the rate of twenty-four cents (\$0.24) per one hundred dollars (\$100) valuation of property, for the Main Street Municipal Service District formed upon a petition of some of the property owners, established for the purpose of infrastructure improvements and special events in the district. This rate is based on an estimated total valuation of property for the purpose of taxation of \$115,977,088 and an estimated collection rate of 98.00%.

SECTION 7: That there is hereby levied a tax at the rate of seventeen cents (\$0.17) per one hundred dollars (\$100) valuation of property, for the Seventh Avenue Municipal Service District formed upon a petition of some of the property owners, established for the purpose of infrastructure improvements and special events in the district. The rate is based on an estimated total valuation of property for the purpose of taxation of \$19,454,754 and an estimated collection rate of 98.00%.

FY

SECTION 8 That there is hereby adopted an official Fee Schedule listing specific fees, licenses, and utility rates charged by the City of Hendersonville for the use of City facilities and equipment for the purposes of making them available to public, specific utility rates the proceeds of which are for the maintenance and expansion of its utility systems, the reproduction of public records and other miscellaneous services to cover the actual cost of producing these documents and information under the provision of NCGS \$132-6.2, and other various fees associated with enhanced direct services provided by the City.

The *Fee Schedule* is incorporated herein by reference and shall be placed on file in the office of the City Clerk.

SECTION 9: That the City's Position Allocation to Salary Range which provides all jobs and associated pay bands be adopted as the official Pay and Classification Schedule of the City of Hendersonville.

The *Pay and Classification Schedule* is incorporated by reference and shall be placed on file in the office of the City Clerk.

SECTION 10: This ordinance shall become effective on and after July 1, 2021.

SECTION 11: That all ordinances and parts of ordinances in conflict herewith be and the same hereby repealed.

Passed and adopted at the regular meeting of the City Council of the City of Hendersonville, North Carolina, held this 3rd day of June, 2021.

ATTEST:

Barbara Volk, Mayor, City of Hendersonville

City Clerk

Approved as to form:

City Attorney

Ordinance #_____

CAPITAL RESERVE FUND ORDINANCE

AN ORDINANCE SETTING CAPITAL RESERVE GUIDELINES FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA FOR THE YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022

- WHEREAS, under North Carolina General Statute 159-18 the City of Hendersonville is authorized to establish and maintain a capital reserve for any purposes for which bonds may be issued; and
- WHEREAS, the City Council deems it is in the best interest of the citizens of Hendersonville to establish a capital reserve to fund future capital improvements; and
- WHEREAS, the capital reserve fund will be used in conjunction with a multi-year capital improvement program to be reviewed annually during the budget process;

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA:

- **SECTION 1 BUDGET:** That the following Capital Reserve Fund (CRF) budget, purpose, anticipated revenues, and project appropriations are hereby adopted for the operation of the City of Hendersonville and its activities for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in the amount of \$100,000.
- **SECTION 2 PURPOSE:** That the purpose of the City of Hendersonville CRF will be to (1) raise funds for water and sewer system expansion projects, (2) provide greater levels of transparency and flexibility in raising and expending funds on capital projects, (3) delineate the timeframe for which revenues will be raised for and expended on capital projects, (4) display the amounts of revenues and expenditures for capital projects funded through the CRF, and (5) detail revenue sources of the fund.

This Capital Reserve Fund Ordinance will, more specifically, be established alongside the City's Budget Ordinance to provide for Water and Sewer Fund system expansion. The City has recognized the need to fund future system expansion projects and desires to fund such projects through a CRF to enhance transparency and accountability.

- **SECTION 3 TIMEFRAME:** That revenues for Water and Sewer Fund related capital projects will be raised over a period of five (5) fiscal years- from July 1, 2022 to June 30, 2026.
- SECTION 4 AMOUNTS ACCUMULATED: That this fiscal year, the City will transfer \$100,000 from the Water and Sewer Fund (Fund 60) to the Capital Reserve Fund. The Capital Reserve Fund has an estimated balance to end the fiscal year June 30th, 2021 of \$0. The City will save \$500,000 of revenue in the CRF for future system expansion projects. The City anticipates expending \$500,000 on system expansion projects.

FY

SECTION 5 REVENUE SOURCES: That the revenue source planned for the CRF is the Water and Sewer Fund. Each year delineated, the City will transfer \$100,000 from the Water and Sewer Fund to the CRF until \$500,000 is accumulated.

Passed and adopted at the regular meeting of the City Council of the City of Hendersonville, North Carolina, held this 3rd day of June, 2022.

ATTEST:

Barbara Volk, Mayor, City of Hendersonville

City Clerk

Approved as to form:

City Attorney

Resolution #_____

RESOLUTION OF INTENT

A RESOLUTION TO CONSIDER AND ADOPT THE RECOMMENDED CAPITAL IMPROVEMENT PLAN (CIP) AND FOLLOW THE RATE SCHEDULE FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA FOR THE FISCAL YEAR 2021-22 THROUGH THE FISCAL YEAR 2030-31

WHEREAS, the City of Hendersonville recognizes that a Capital Improvement Plan (CIP) enables staff and the Board to plan for a vibrant community; and

WHEREAS, the CIP is a 10-year planning tool designed to help the City plan for the repair, replacement, and acquisition of capital items; to assist in financial planning; to ensure better coordination and evaluation of projects; to provide necessary lead time for project planning, and to maintain or improve the City's credit rating and fiscal health; and

WHEREAS, the recommended FY21-22 through FY30-31 CIP updates preceding budgets and CIPs of prior fiscal years; and

WHEREAS, this plan is updated annually for Board review; and

WHEREAS, this flexibility in the planning and implementation of capital needs makes the City's CIP responsive to the changing needs of its community; and

WHEREAS, the City intends to reimburse itself for funds expended with debt proceeds for any projects identified as such in the CIP table; and

WHEREAS, the Board intends to follow the recommendations of the water and sewer rate recommendations as to provide adequate funding for the projects identified in the CIP while maintaining a strong financially sustainable fiscal position; and

WHEREAS, the Board intends to equalize outside and inside water rates by FY29-30, providing a rate differential of 140% for FY21-22; and

WHEREAS, the Board intends to follow the proposed stormwater rate schedule with a maximum monthly charge of \$250 for FY21-22 and FY22-23 to fund stormwater projects; and

WHEREAS, the Board intends to generate revenues through targeted tax increases and the County-wide real property revaluation, effective FY23-24, to provide funding for the debt service payments on General Fund projects; and

WHEREAS, this CIP will provide a vibrant future for our community and is intended to further the vision and mission of the City.

FY

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA that the City of Hendersonville City Council has received and adopts the recommended Capital Improvement Plan (CIP) in conjunction with the annual City Budget for Fiscal Year 2021-2022.

Passed and adopted at the regular meeting of the City Council of the City of Hendersonville, North Carolina, held this 3rd day of June, 2021.

ATTEST:

Barbara Volk, Mayor, City of Hendersonville

Angela Reece, MMC, City Clerk

Approved as to form:

Angela Beeker, City Attorney

Ordinance #____

CAPITAL PROJECT ORDINANCE FOR THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE CITY HALL AND OPS SPACE STUDY RENOVATIONS PROJECT

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

Section 1: The project authorized is a City facilities infrastructure project described as the City Hall and Ops Space Study Renovations Project.

Section 2: The project will include interior and exterior renovations of City Hall and the City Operations Center in accordance with plans drafted by professional engineers and architects.

Section 3: The following amounts are appropriated for the project:

Account Number		Account Name	To	tal Budget		
Fund	Dept.	Acct.	Project			
410	1002	550103	21017	Capital Outlay - CIP	\$	3,000,000

Total Project Appropriation\$3,000,000

Section 4: The following revenues are anticipated to be available via debt proceeds and transfers from the General Fund and Water/Sewer Fund for project expenses:

	Accoun	t Codes		Account Name	Tot	al Budget
Fund	Dept.	Acct.	Proj.			
410	0000	470010	21017	Debt Proceeds	\$	3,000,000

Total Project Revenue	\$	3,000,000
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Section 5: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 6: Funds may be advanced from the General Fund and Water/Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 7: 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 8: 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 9: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 3^{rd} day of June, 2021.

ATTEST:

Barbara G. Volk, Mayor

City Clerk

Approved as to form:

City Attorney

Ordinance #____

CAPITAL PROJECT ORDINANCE FOR THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE DOGWOOD PARK DEVLEOPMENT PROJECT

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

Section 1: The project authorized is a City parks infrastructure project described as the Dogwood Park Development Project.

Section 2: The project will include land and utility improvements of the City's Dogwood Parking Lot, to convert it into green space and downtown park, in accordance with plans drafted by professional engineers and architects.

Section 3: The following amounts are appropriated for the project:

Account Number				Account Name	Tot	tal Budget
Fund	Dept.	Acct.	Project			
410	1002	550103	21018	Capital Outlay - CIP	\$	750,000

Total Project Appropriation\$750,000

Section 4: The following revenues are anticipated to be available via debt proceeds and transfers from the General Fund for project expenses:

	Accoun	t Codes		Account Name	Tot	tal Budget
Fund	Dept.	Acct.	Proj.			
410	0000	470010	21018	Debt Proceeds	\$	750,000

Total Project Revenue\$750,000

Section 5: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 6: Funds may be advanced from the General Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 7: 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 8: 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 9: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 3^{rd} day of June, 2021.

ATTEST:

Barbara G. Volk, Mayor

City Clerk

Approved as to form:

City Attorney

Ordinance #____

CAPITAL PROJECT ORDINANCE FOR THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE EDWARDS PARK DEVLEOPMENT PROJECT

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

Section 1: The project authorized is a City parks infrastructure project described as the Edwards Park Development Project.

Section 2: The project will include land and utility improvements of the City's land at Edwards Park, to convert it into green space and park amenities, in accordance with plans drafted by professional engineers and architects.

Section 3: The following amounts are appropriated for the project:

Account Number				Account Name	Tot	al Budget
Fund	Dept.	Acct.	Project			
410	1002	550103	21019	Capital Outlay - CIP	\$	750,000

Total Project Appropriation\$750,000

Section 4: The following revenues are anticipated to be available via debt proceeds and transfers from the General Fund for project expenses:

	Accoun	t Codes		Account Name	To	tal Budget
Fund	Dept.	Acct.	Proj.			
410	0000	470010	21019	Debt Proceeds	\$	750,000

Total Project Revenue\$750,000

Section 5: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 6: Funds may be advanced from the General Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 7: 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 8: 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 9: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 3^{rd} day of June, 2021.

ATTEST:

Barbara G. Volk, Mayor

City Clerk

Approved as to form:

City Attorney

Ordinance #____

CAPITAL PROJECT ORDINANCE FOR THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE WATER TREATMENT PLANT MASTER PLAN PROJECT

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

Section 1: The project authorized is a City parks infrastructure project described as the Water Treatment Plant Master Plan Project.

Account Codes				Account Name	Tot	al Budget
Fund	Dept.	Account	Project			
460	7035	550102	21020	Capital Outlay - Fees and Services	\$	300,000

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

Total Project Revenue	\$	300,000
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Section 3: The following revenues are anticipated to be available via Water and Sewer Fund reserves:

PROJECT TO BE FUNDED USING \$300,000 OF EXISTING RESERVES.

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

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

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

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

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 3rd day of June, 2021

ATTEST:

Barbara G. Volk, Mayor

City Clerk

Approved as to form:

City Attorney

Resolution #____

HENDERSONVILLE, NORTH CAROLINA DECLARATION OF OFFICIAL INTENT TO REIMBURSE

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

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

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for THE ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE CITY HALL AND OPS SPACE STUDY RENOVATIONS PROJECT, ORDINANCE #_____ (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is **\$3,000,000**.

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 3^{rd} day of June, 2021.

Barbara G. Volk, Mayor

ATTEST:

City Clerk

Resolution #____

HENDERSONVILLE, NORTH CAROLINA DECLARATION OF OFFICIAL INTENT TO REIMBURSE

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

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

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for THE ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE DOGWOOD PARK DEVELOPMENT PROJECT, ORDINANCE #_____ (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$750,000.

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 3^{rd} day of June, 2021.

Barbara G. Volk, Mayor

ATTEST:

City Clerk

Resolution #____

HENDERSONVILLE, NORTH CAROLINA DECLARATION OF OFFICIAL INTENT TO REIMBURSE

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

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

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for THE ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE EDWARDS PARK DEVELOPMENT PROJECT, ORDINANCE #_____ (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is **\$750,000**.

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 3^{rd} day of June, 2021.

Barbara G. Volk, Mayor

ATTEST:

City Clerk

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK *

DES CRIPTION	COST / CHARGE / FEE
ADMINISTRATION	
General	
Application for Certificate of Public Convenience & Necessity (taxicab)	\$60.00
CDs	\$1.00
Copy Charges (per page)	
Black	\$0.15
Color	\$0.25
City Council Agenda Subscription	
Meeting Subscription & Printing	\$15.00 per agenda packet
Annual Subscription & Printing	\$180.00 per fiscal year
Special Event Vendors: (per day)	
Single-Day Food Vendors	\$30.00
Multi-Day Food Vendors	\$55.00 per day
Non-Food Vendors	\$15.00
	410100
DEVELOPMENT ASSISTANCE	
General	
Administrative Review	No Charge
Annexation Waiver, Voluntary (contiguous or satellite)	\$26.00
Comprehensive Plan (per page)	
Black	\$0.15
Color	\$0.25
Conditional Use	\$200.00
Copy Charges (per page)	\$ 2 00100
Black	\$0.15
Color	\$0.25
Large Format Copy	\$10.00
Demolition Admin Fee	\$100.00
Floodplain Development Permit	\$300.00
Non-Conforming Use	\$100.00
Nuisance Fee (Admin. Cost Doubles for each Offense within a Year)	Cost + \$100 Admin. Cost
Outdoor Dining Fee (Annual)	\$0.50 per Sq. Ft.
Sign Permits (based on cost of sign)	\$6.56 per 54.11.
Minimum	\$40.00
\$1,000	\$45.00
\$2,000	\$50.00
\$3,000	\$55.00
\$4,000	\$60.00
\$5,000	\$65.00
\$6,000	\$70.00
\$7,000	\$75.00
\$8,000	\$80.00
\$9,000	\$85.00
\$10,000	\$83.00
Over \$10,000	\$40.00 per \$1000 over \$10,000
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PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK *

DESCRIPTION	COST / CHARGE / FEE
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
Minor Planned Residential Developments	
3 - 10 dwellings	\$300.00
11 - 50 dwellings	\$450.00
Conditional Use Reviews & Amendments	\$100/acre
Conditional Ose Reviews & Amendments	(\$500 minimum)
Street Closing Petition (\$1,000 deposit)	Actual Cost
Subdivision Ordinance (per page)	\$0.15
Subdivision Plats	\$20/lot
Telecommunications Towers, Antennas and Equipment	
Basic Permit (C-3, I-1)	\$450.00
Special Use Permit	\$2500.00 ¹
Small Wireless Facilities (first 5 facilities)	\$100.00 each
Additional small wireless facilities on the same application	\$50.00 each
Temporary Use Permit	\$60.00
Traffic Impact Analysis Study	\$1,000.00
Variance	\$75.00
Zoning Map	\$5.00
Zoning Ordinance (per page)	\$0.15
Zoning Ordinance Map Amendment (Legislative Rezoning)	
Commercial or Industrial	\$275.00
Residential < 3 acres	\$175.00
Residential > 3 acres	\$225.00
Zoning Ordinance Text Amendments	\$175.00
Zoning Permit	\$50.00
¹ Applicable only to applications required to meet the additional standards contained in Se	ction 16-4-23.4.
Fees for towers proposed for siting in PCD or PID district are included in the fee for cond	ditional use review.

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK *

DES CRIPTION	COST / CHARGE / FEE
FIRE DEPARTMENT	
General	
Illigal Burn Fee	\$100.00
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 barridades 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	\$50.00
Construction Plans Review	420.00
Commercial hood suppression systems	\$100.00
Explosives and fireworks	\$100.00
Petroleum tanks and appurtenances	\$100.00

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK *

DES CRIPTION	COST / CHARGE / FEE
Sprinkler systems, fire alarm systems and Emergency Responder Rad	
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	
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
Re-inspections	
Re-inspection Fee (Follow-up) per re-inspection	\$100.00
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

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK *

DESCRIPTION	COST / CHARGE / FEE
FINANCE	
General	
Beer License - On Premises	\$15.00
Beer License - Off Premises	\$5.00
Carnival Permit	\$100/week + \$5 per device
Returned item fee	\$25.00
Itinerant Merchant/Peddlers Permit	\$100.00
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
*In accordance with G.S. 105-113.77 and G.S. 105-113.79 If a business ha	s multiple locations in one county or city, that business

will need to obtain separate ABC licenses for each location. City beer and wine taxes 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 ot 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.

POLICE	
General	
Fingerprinting	\$10.00
Precious Metals Dealer Background Check	\$75.00
Precious Metals Dealer Permit	\$180.00
Parking Fees, Fines & Penalties:	
All Other Parking Violations C.O. 50	\$25.00
Construction parking permit (per day)	\$5.00
Crosswalk	\$25.00
Fire Lane	\$100.00
Fire Hydrant	\$100.00
Habitual Offender (3 Tickets or more in 30 days)	\$100.00
Handicapped	\$250.00
Limited Zone (Same Block Parking)	\$50.00
Loading Zone/15 minute parking	\$25.00
Monthly Parking Space - GPermit Interior	\$40.00
Monthly Parking Space - GPermit Exterior	\$30.00
Monthly Parking Space - R Permit Interior	\$30.00
Monthly Parking Space - R Permit Exterior	\$20.00
Monthly Parking Space - S Permit Interior	\$20.00
Monthly Parking Space - S Permit Exterior	\$10.00
Overtime/Expired meter	\$25.00
Parking meter (per 1/2 hour)	\$0.50
Penalty after 15 days	\$25.00
Penalty after 30 days additional	\$50.00
Subsequent overtime	\$50 + Doubles each O/T

DESCRIPTION	COST / CHARGE / FEE
PUBLIC WORKS	
Ball Field Rates and Fees	
Field Rental (6:00am to 10:00pm)	
12 Week Seasons	\$20.00 per player
Tournaments	\$150.00 per day
Camps	\$100.00 per day
Field Operation and Maintenance	
Field Preparation by City Staff	\$75.00
Key Deposit for Field Lighting Access	\$25.00
Facility Cleaning by City Staff	\$50.00
Permit Cancellation Processing Fee	\$25.00
Boyd Park Mini-Golf Admission	
Adults	\$3.00
Children	\$2.00
Course Rental (full day - with concessions)	\$200.00
Course Rental (full day - without concessions)	\$300.00
Miscellaneous	
Backhoe (per hour)	\$80.00
Building Maintenance Fees (per hour)	\$45.00
Bush Hogs/Tractor Mowing (per hour)	\$80.00
Electrical Usage for Special Events - 20 Amps or Less	\$25.00 per day
Electrical Usage for Special Events - 21 Amps - 50 Amps	\$50.00 per day
Electrical Usage for Special Events - over 50 Amps	\$100.00 per day
Encroachment Permit Fee	\$20.00
Fleet Maintenance Fees (per hour)	\$45.00
Gas Utility Cuts (per 5' X 5' cut)	\$400.00
Sidearm Mower Rental (per hour)	\$125.00
Water/Flusher Truck (per load)	\$100.00
Water/Sewer Utility Cuts	\$400.00
Weed Eater/Hedge Trimmer (per hour)	\$40.00
Oakdale Cemetery Lots (per grave space)	
City Resident	\$500.00
Out of City Resident	\$1,000.00
Infant Lots - City Resident	\$250.00
Infant Lots - Out of City Resident	\$500.00
Operation Center Room Rental Rates	
Large Assembly Room (8 a.m 5 p.m.)	\$100.00
Large Assembly Room (5 p.m 10 p.m.)	\$50.00
Small Assembly Room (8 a.m 5 p.m.)	\$20.00
Small Assembly Room (5 p.m 10 p.m.)	\$10.00
Park Usage	
Berkeley Park - Large Pavilion (May through September)	\$50.00 per half day
Berkeley Park - Field Usage for Organized Groups (per player per season)	\$20.00
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)	\$10.00
	¢10.00

DES CRIPTION	COST / CHARGE / FEE
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
Punch Pass - Adult - City Resident (15 admissions)	\$38.00
Punch Pass - Adult - Non City Resident (15 admissions)	\$60.00
Punch Pass - Youth - City Resident (15 admissions)	\$30.00
Punch Pass - Youth - Non City Resident (15 admissions)	\$45.00
Season Pass - Family - City Resident	\$150.00
Season Pass - Family - Non City Resident	\$300.00
Season Pass - Individual Adult - City Resident	\$75.00
Season Pass - Individual Adult - Non City Resident	\$150.00
Season Pass - Individual Senior - City Resident	\$60.00
Season Pass - Individual Senior - Non City Resident	\$120.00
Season Pass - Individual Youth - City Resident	\$60.00
Season Pass - Individual Youth - Non City Resident	\$120.00

ENVIRONMENTAL	SERVICES

General	
Sanitation Service Deposit	\$60.00
Utility Bill Late Fee	\$10.00 or 5% of past due balance, whichever is greater
Small Special Load (collected with pickup truck and city staff)	\$50.00
Large Special Loads (tipping fee added to special fee)	\$150.00
Stolen/Damaged Cart Replacement Fee	\$100.00
General	
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
Commercial Waste and Recycling	
Commercial Recycling (up to four 65gal. bins, collected once/we	ek) \$14.00 per bin
Commercial Recycling (up to four 65gal. bins, collected twice/we	eek) \$28.00 per bin
Commercial Waste (per 96gal. bin)	\$28.00 per bin
Commercial Waste and Recycling (96gal. bin)	\$28.00 per set of bins
Residential Waste and	Recycling
Residential Waste - 32gal.	\$20.00 per bin
Residential Waste, Assisted - 32gal.	\$20.00 per bin
Residential Waste and Recycling - 32gal.	\$20.00 per set of bins
Residential Waste and Recycling, Assisted - 32gal.	\$20.00 per set of bins
Residential Waste - 96gal.	\$22.00 per bin
Residential Waste, Assisted - 96gal.	\$22.00 per bin
Residential Waste and Recycling - 96gal.	\$22.00 per set of bins
Residential Waste and Recycling, Assisted - 96gal.	\$22.00 per set of bins
Note: 1 set of bins includes 1 waste and 1 recycling container.	

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DESCRIPTION	COST / CHARGE / FEE
STORMWATER	
Residential (single-family) Stormwater Fee	\$5.00 per month
Other Residential (2 or more units) Stormwater Fee	\$5.00 per unit, per month
Non-Residential Property Stormwater Fee, per ERU*	\$5.00 per month
Non-Residential Property Stormwater Fee Cap**	\$250.00 per month
OR	
Non-Residential Property Stormwater 50% Credit (if < \$250.00)**	50% Credit
Stormwater Service Charge Credit Application Fee	\$50.00
*Note 1: 1 Equivalent Residential Unit (ERU) = 3,000sqft.	
**Note 2: Non Pasidantial proparties are divible for either a cap or a credit not both	

**Note 2: Non-Residential properties are eligible for either a cap or a credit, not both.

Water	
General	
Residential Water & Sewer Deposit	
Tier 1	\$0.00
Tier 2	\$80.00
Tier 3	\$120.00
Customer unable to perform utility credit check - Residential	\$240.00
Residential - Rental Water & Sewer Deposit	
Tier 1	\$60.00
Tier 2	\$80.00
Tier 3	\$120.00
Customer unable to perform utility credit check - Residential Ren	tal \$240.00
Commercial Water & Sewer Deposit	
Tier 1	\$125.00
Tier 2	\$175.00
Tier 3	\$250.00
Customer unable to perform utility credit check - Commercial/Ind	ustrial \$500.00
Utility Bill Late Fee \$10	0.00 or 5% of past due balance, whichever is greater

DESCRIPTION	COST / CHARGE / FEE
Inside City	Limits
Base Charge by Meter Size	
3/4"	\$7.43
1"	\$8.67
1 ^{1/2} "	\$11.74
2"	\$15.67
3"	\$24.89
4"	\$38.04
6"	\$70.89
8"	\$110.32
Volumetric Charges	
Residential	
0 to 6,000 gallons	\$4.00 per 1000 gallons
6,000 to 14,000 gallons	\$4.40 per 1000 gallons
14,000 gallons and greater	\$5.00 per 1000 gallons
Commercial/Industrial	
0 to 40,000 gallons	\$4.00 per 1000 gallons
40,000 to 200,000 gallons	\$3.65 per 1000 gallons
200,000 gallons and greater	\$3.28 per 1000 gallons
Irrigation	
0 to 40,000 gallons	\$5.00 per 1000 gallons
40,000 gallons and greater	\$5.50 per 1000 gallons
Outside Cit	y Limits
Base Charge by Meter Size	
3/4"	\$10.40
1"	\$12.14
1 ^{1/2} "	\$16.44
2"	\$21.94
3"	\$34.84
4"	\$53.25
6"	\$99.25
8"	\$154.45
Volumetric Charges	
Residential	
0 to 6,000 gallons	\$5.60 per 1000 gallons
6,000 to 14,000 gallons	\$6.16 per 1000 gallons
14,000 gallons and greater	\$7.00 per 1000 gallons
Commercial/Industrial	
0 to 40,000 gallons	\$5.60 per 1000 gallons
40,000 to 200,000 gallons	\$5.11 per 1000 gallons
200,000 gallons and greater	\$4.60 per 1000 gallons
Irrigation	
0 to 40,000 gallons	\$7.00 per 1000 gallons
40,000 gallons and greater	\$7.70 per 1000 gallons

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CITY OF HENDERSONVILLE FEE SCHEDULE ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2021 - 2022

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK *

DESCRIPTION	COST / CHARGE / FEE
Wholesale	
Base Charge by Meter Size	
3/4"	\$10.40
1"	\$12.14
1 ^{1/2} "	\$16.44
2"	\$21.94
3"	\$34.84
4"	\$53.25
6"	\$99.25
8"	\$154.45
Volumetric Charges	
Municipal/Wholesale	
All Usage	\$4.00 per 1000 gallons
Bulk Water	
All Usage	\$7.00 per 1000 gallons
Other Customers	
Public Schools	
Base Charge per Account	\$7.43
All Usage	\$4.00 per 1000 gallons
Taps & Connections	
Water Main Tap and Service, 3/4" Meter	\$1,000.00
Water Main Tap and Service, 1" Meter	\$1,400.00
Water Main Tap and Service > 1" Meter	Cost plus 10%
Water Service - Stub Out, 3/4" (install meter box and meter)	\$600.00
Water Service - Stub Out, 1" (install meter box and meter)	\$650.00
Water Service - Stub Out, >1" (install meter box/multi-box/vault and meter)	Cost plus 10%
Water Service - Drop Meter, 3/4" (install meter only)	\$300.00
Water Service - Drop Meter, 1" (install meter only)	\$350.00
Water Service - Drop Meter, >1" (install meter and MXU only)	
1.5" Meter and Set-up	\$1,850.00
2" Meter and Set-up	\$2,125.00
4" Meter and Set-up	\$4,350.00
6" Meter and Set-up	\$7,275.00
8" Meter and Set-up	\$11,575.00
Irrigation Tee, 3/4" (install meter box and meter)	\$600.00
Irrigation Tee, 1" (install meter box and meter)	\$650.00
Meters	
Turn On/Off/Set Meter During Business Hours	\$40.00
Turn On/Off/Set Meter After Business Hours	\$100.00
Meter Replacement Charge	Cost plus 10%
Meter Tampering Fee	\$250.00
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 plus 10%

DES CRIPTION	COST / CHARGE / FEE
Engineering Review Fees	
Line Extensions	\$400.00
Pump Stations	\$150.00
Storage Tanks	\$75.00
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
Water Line Inspections (\$100 min)	\$3.00 per linear foot
Miscellaneous Fees	
Assist with Fire Hydrant Flow/Pressure Testing Conducted by Others	\$50.00
Chemical Analysis of Water	Cost plus 10%
Drill for Main Tap, Cost/Inch of Diameter	\$150.00
Fire Hydrant Installation	Cost plus 10%
Assist with Hydrant Flow/Pressure Testing Conducted by Others	\$50.00
Small Meter Box Access Program Permit Fee (good for 5-years, requires renewa	\$50.00
Small Meter Box Access Key, each	Cost plus 10%
Illegal Use of Fire Hydrant/Tampering Fee	\$500 + Damages
Premise Visit	\$40.00
Reconnection of Service at Main	Cost plus 10%
Replace Removed Meter due to additional usage after non-payment cut-off	
During Business Hours	\$75.00
After Business Hours	\$100.00
Water Conservation Incentives Program Rebate Schedule	
Clothes Washer (\$75 min; \$150 max) - Limit one per account	15% of purchase price
High-Efficiency Toilet (\$25 min; \$100 max) - Limit 2 per residential account	15% of purchase price
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
Limited number of rebates offered annually	

Sewer General Residential Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Residential - Rental Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 3 Customer unable to perform utility credit check - Commercial/Industrial Utility Bill Late Fee Inside City Limits Base Charge by Meter Size 3/4" 1" 1 ^{1/2} " 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	\$0.00 \$80.00 \$120.00 \$240.00 \$60.00
Residential Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Residential - Rental Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Commercial/Industrial Utility Bill Late Fee \$10.00 or 5% of past due balance, whichever Inside City Limits Base Charge by Meter Size 3/4" 1" 1 ^{1/2} " 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	\$80.00 \$120.00 \$240.00 \$60.00
Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Residential - Rental Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Commercial/Industrial Utility Bill Late Fee \$10.00 or 5% of past due balance, whichever Inside City Limits Base Charge by Meter Size 3/4" 1" 1 ^{1/2} " 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	\$80.00 \$120.00 \$240.00 \$60.00
Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Residential - Rental Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Commercial/Industrial Utility Bill Late Fee \$10.00 or 5% of past due balance, whichever Inside City Limits Base Charge by Meter Size 3/4" 1" 1 ^{1/2} " 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	\$80.00 \$120.00 \$240.00 \$60.00
Tier 3 Customer unable to perform utility credit check - Residential Residential - Rental Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 2 Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Commercial/Industrial Utility Bill Late Fee \$10.00 or 5% of past due balance, whichever 1 Inside City Limits Base Charge by Meter Size 3/4" 1" 1 ^{1/2} " 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	\$120.00 \$240.00 \$60.00
Customer unable to perform utility credit check - Residential Residential - Rental Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Commercial/Industrial Utility Bill Late Fee \$10.00 or 5% of past due balance, whichever is Inside City Limits Base Charge by Meter Size 3/4" 1" 1 ^{1/2} " 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	\$240.00 \$60.00
Residential - Rental Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 3 Customer unable to perform utility credit check - Commercial/Industrial Utility Bill Late Fee \$10.00 or 5% of past due balance, whichever and the set of the set	\$60.00
Residential - Rental Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 3 Customer unable to perform utility credit check - Commercial/Industrial Utility Bill Late Fee \$10.00 or 5% of past due balance, whichever and the set of the set	
Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Commercial/Industrial Utility Bill Late Fee \$10.00 or 5% of past due balance, whichever 1 Inside City Limits Base Charge by Meter Size 3/4" 1" 1 ^{1/2} 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	
Tier 2 Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Commercial/Industrial Utility Bill Late Fee \$10.00 or 5% of past due balance, whichever Inside City Limits Base Charge by Meter Size 3/4" 1" 1 ^{1/2} ." 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	
Tier 3 Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Commercial/Industrial Utility Bill Late Fee \$10.00 or 5% of past due balance, whichever is Inside City Limits Base Charge by Meter Size 3/4" 1" 1 ^{1/2} " 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	\$80.00
Customer unable to perform utility credit check - Residential Rental Commercial Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Commercial/Industrial Utility Bill Late Fee \$10.00 or 5% of past due balance, whichever is Inside City Limits Base Charge by Meter Size 3/4" 1" 1 ^{1/2} " 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	\$120.00
Commercial Water & Sewer Deposit Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Commercial/Industrial Utility Bill Late Fee \$10.00 or 5% of past due balance, whichever is Inside City Limits Base Charge by Meter Size 3/4" 1" 1 ^{1/2} " 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	\$240.00
Tier 1 Tier 2 Tier 3 Customer unable to perform utility credit check - Commercial/Industrial Utility Bill Late Fee \$10.00 or 5% of past due balance, whichever is Inside City Limits Base Charge by Meter Size 3/4" 1" 1/2" 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	¢ _
Tier 2 Tier 3 Customer unable to perform utility credit check - Commercial/Industrial Utility Bill Late Fee \$10.00 or 5% of past due balance, whichever Inside City Limits Base Charge by Meter Size 3/4" 1" 1 ^{1/2} " 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	\$125.00
Tier 3 Customer unable to perform utility credit check - Commercial/Industrial Utility Bill Late Fee \$10.00 or 5% of past due balance, whichever is Inside City Limits Base Charge by Meter Size 3/4" 1" 1" 1 ^{1/2} " 2" 3" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	\$175.00
Customer unable to perform utility credit check - Commercial/Industrial Utility Bill Late Fee \$10.00 or 5% of past due balance, whichever is Inside City Limits Base Charge by Meter Size 3/4" 1" 1" 1 ^{1/2} " 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 per 100	\$250.00
Utility Bill Late Fee \$10.00 or 5% of past due balance, whichever is Inside City Limits Base Charge by Meter Size 3/4" 1" 1" 1 ^{1/2} " 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 pt	\$500.00
Inside City Limits Base Charge by Meter Size 3/4" 1" 1 ^{1/2} " 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate	
Base Charge by Meter Size 3/4" 1" 1" 1 1 ^{1/2} " 2" 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 per 100	s gicater
3/4" 1" 1 ^{1/2} " 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	
1" 1 ^{1/2} " 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 per 100	\$8.00
1 ^{1/2} " 2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	\$10.09
2" 3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	
3" 4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	\$15.29
4" 6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	\$21.55
6" 8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 per 100	\$36.27
8" Volumetric Charges All Usage \$5.68 per 100 Sewer Only-Flat Rate \$29.58 p	\$57.30
Volumetric ChargesAll Usage\$5.68 per 100Sewer Only-Flat Rate\$29.58 p	\$109.82
All Usage\$5.68 per 100Sewer Only-Flat Rate\$29.58 p	\$172.87
Sewer Only-Flat Rate \$29.58 p	
$O_{1} + f_{2}^{2} = O_{2}^{2} + I_{2}^{2} + I_{2}^{2} + I_{2}^{2}$	er month
Outside City Limits	
Base Charge by Meter Size	
3/4"	\$12.00
1"	\$15.14
$1^{1/2}$ "	\$22.93
2"	\$32.32
3"	\$54.41
4"	\$85.94
6"	\$164.73
8"	\$259.30
Volumetric Charges	
All Usage \$8.52 per 100	1
Sewer Only-Flat Rate \$44.66 p) gallons

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CITY OF HENDERSONVILLE FEE SCHEDULE ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2021 - 2022

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK *

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED W DES CRIPTION	COST / CHARGE / FEE
Wholesale	
Base Charge by Meter Size	
3/4"	\$12.00
1"	\$15.14
1 ^{1/2} "	\$22.93
2"	\$32.32
3"	\$54.41
4"	\$85.94
6"	\$164.73
8"	\$259.30
Volumetric Charges	ψ257.50
All Usage	\$8.52 per 1000 gallons
Other Customers	\$6.52 per 1000 galons
Public Schools	
Base Charge per Account	\$8.00
All Usage	\$5.68 per 1000 gallons
Municipal	\$5.08 per 1000 galoris
Base Charge per Account	\$8.00
All Usage	\$8.52 per 1000 gallons
Internal Sewer	\$6.52 per 1000 gallotis
Base Charge per Account	See Wholesale Charges
All Usage	\$8.52 per 1000 gallons
Henderson County Sewer	\$8.52 per 1000 gallotis
Base Charge per Account	See Wholesale Charges
All Usage	\$8.52 per 1000 gallons
Note: City sewer rates are not applicable to the Cane Creek Sanitary Sewer District	\$6.52 per 1000 gallotis
Taps and Connections	
4" Gravity Sewer Service Installation	\$1,600.00
6" Gravity Sewer Service Installation	\$1,000.00
8" Gravity Sewer Service Installation	\$2,400.00
Surcharges	\$2,400.00
Biochemical Oxygen Demand (BOD), per lb. in excess of 250-mg/l	\$0.28
Total Suspended Residue (TSR), per lb. in excess of 250-mg/l	\$0.28
Ammonia nitrogen, per lb. in excess of 30-mg/l	\$0.17
Engineering Review Fees	\$1.05
Line Extensions	\$300.00
Pump Stations	\$300.00
Sewer Line Inspections (\$100 min)	\$5.00 per linear foot
Miscellaneous Fees	\$5.00 per linear 100t
Concrete Core Drill (manhole), Cost/Inch of Diameter	\$200.00
Drill for Main Extension or Fire Line Connection, Cost/Inch of Diameter	\$200.00
Food Services Sewer Connection Application Fee	\$150.00
Nondischarge Permit Fee	\$73.00
	Cost of Program Per SIU
Pretreatment Program Septia Tank Weste Dispessel per 1000 gallons	
Septic Tank Waste Disposal, per 1000-gallons	\$60.00
Septic Tank Waste Disposal Permit	\$75.00

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK *

DESCRIPTION	COST / CHARGE / FEE
Equipment Usage (hourly rat	tes)
Rubber-Tired Backhoe, Small	\$33.00
Rubber-Tired Backhoe, Large	\$38.00
Mini-Excavator, 8,000-lb	\$18.00
Mini-Excavator, 12,000-lb	\$39.00
Excavator, 30,000-lb	\$65.00
Vac Truck	\$75.00
Dump Truck (single-axle), Small	\$20.00
Dump Truck (single-axle), Large	\$35.00
Dump Truck (dual axle)	\$55.00
Dump Truck (triaxle)	\$65.00
Pick-Up Truck	\$14.00
Harben	\$25.00
Camera Truck	\$75.00
Air Compressor	\$20.00
Air Hammer/Pusher	\$0.65
Soil Tamp	\$20.00

10-`	Year	Water	Rate	Forecast
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| qualization (%): | 150% | 145% | 140% | 135% | 130 | %
 | 125% |
 | 120%
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 | 115% | 1
 | 10% | 105 | %
 | 100% | 1 | 00% | 1 | 00% |
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 | Y26-27 | FY
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 | FY29-30 | FY | 30-31 | FY. | 31-32 |
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| 3/4" | \$ 6.00 | \$ 6.52 | \$ 7.43 | \$ 7.85 | \$ 8. | 23 \$
 | \$ 8.72 | \$
 | 9.38
 | \$
 | 10.00 | \$
 | 10.91 | \$ 11. | 67
 | \$ 12.25 | \$ | 12.25 | \$ | 12.25 |
| 1" | 7.11 | 7.61 | 8.67 | 9.22 | 9. | 64
 | 10.61 |
 | 11.37
 |
 | 12.16 |
 | 13.22 | 14. | 11
 | 14.78 | | 14.74 | | 14.71 |
| 1.5" | 9.87 | 10.51 | 11.74 | 12.60 | 13. | 14
 | 15.29 |
 | 16.33
 |
 | 17.49 |
 | 18.96 | 20. | 17
 | 21.06 | | 20.94 | | 20.82 |
| 2" | 13.17 | 14.04 | 15.67 | 16.66 | 17. | 34
 | 20.92 |
 | 22.29
 |
 | 23.93 |
 | 25.87 | 27. | 46
 | 28.61 | | 28.39 | | 28.18 |
| 3" | 20.92 | 22.29 | 24.89 | 26.16 | 27. | 18
 | 34.07 |
 | 36.22
 |
 | 38.94 |
 | 42.00 | 44. | 48
 | 46.24 | | 45.78 | 4 | 45.32 |
| 4" | 31.96 | 34.06 | 38.04 | 39.73 | 41. | 22
 | 52.85 |
 | 56.11
 |
 | 60.39 |
 | 65.05 | 68. | 79
 | 71.44 | | 70.63 | | 69.82 |
| 6" | 59.58 | 63.48 | 70.89 | 73.63 | 76. | 29
 | 99.77 |
 | 105.81
 |
 | 113.96 | 1
 | 122.61 | 129. | 54
 | 134.35 | 1 | 32.68 | 1 | 31.01 |
| 8" | 92.71 | 98.79 | 110.32 | 114.32 | 118. | 40
 | 156.10 |
 | 165.46
 |
 | 178.27 | 1
 | 191.71 | 202. | 45
 | 209.88 | 2 | 207.18 | 2 | 04.48 |
| l. Charges - Resid | lential | | | | |
 | |
 |
 |
 | |
 | | |
 | | | | | |
| 0 - 6 kgal | \$ 2.85 | \$ 3.17 | \$ 4.00 | \$ 4.41 | \$ 4. | 62 \$
 | \$ 4.88 | \$
 | 5.08
 | \$
 | 5.35 | \$
 | 5.64 | \$ 5. | 95
 | \$ 6.27 | \$ | 6.30 | \$ | 6.32 |
| 6 - 14 kgal | | 3.49 | 4.40 | 4.85 | 5. | 08
 | 5.37 |
 | 5.59
 |
 | 5.88 |
 | 6.20 | 6. | 55
 | 6.90 | | 6.93 | | 6.95 |
| > 14 kgal | 3.56 | 3.97 | 5.00 | 5.51 | 5. | 77
 | 6.10 |
 | 6.35
 |
 | 6.68 |
 | 7.05 | 7. | 44
 | 7.84 | | 7.88 | | 7.90 |
| Ŭ | | | | | |
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 | | |
 | | | | | |
| | | \$ 3.17 | \$ 4.00 | \$ 4.41 | \$ 4. | 62 \$
 | \$ 4.88 | \$
 | 5.08
 | \$
 | 5.35 | \$
 | 5.64 | \$ 5. | 95
 | \$ 6.27 | \$ | 6.30 | \$ | 6.32 |
| 40 - 200 kgal | 2.35 | 2.75 | 3.65 | \$ 4.21 | \$ 4. | 62 \$
 | \$ 4.88 | \$
 | 5.08
 | \$
 | 5.35 | \$
 | 5.64 | \$ 5. | 95
 | \$ 6.27 | \$ | 6.30 | \$ | 6.32 |
| > 200 kgal | 2.22 | 2.53 | 3.28 | \$ 3.74 | \$ 4. | 62 \$
 | \$ 4.88 | \$
 | 5.08
 | \$
 | 5.35 | \$
 | 5.64 | \$ 5. | 95
 | \$ 6.27 | \$ | 6.30 | \$ | 6.32 |
| l. Charges - Irriga | | | | | |
 | |
 |
 |
 | |
 | | |
 | | | | | |
| | | \$ 3.97 | \$ 5.00 | \$ 5.51 | \$ 5. | 77 §
 | \$ 6.10 | \$
 | 6.35
 | \$
 | 6.68 | \$
 | 7.05 | \$ 7. | 44
 | \$ 7.84 | \$ | 7.88 | \$ | 7.90 |
| > 40 kgal | 3.56 | 3.97 | 5.50 | \$ 6.06 | \$ 6. | 35 \$
 | \$ 6.71 | \$
 | 6.99
 | \$
 | 7.35 | \$
 | 7.75 | \$ 8. | 18
 | \$ 8.62 | \$ | 8.66 | \$ | 8.69 |
| | se Charges
3/4"
1"
1.5"
2"
3"
4"
6"
8"
1. Charges - Resid
0 - 6 kgal
6 - 14 kgal
> 14 kgal
2 - 14 kgal
1. Charges - Com
0 - 40 kgal
40 - 200 kgal
> 200 kgal
2 - 40 kgal
0 - 40 kgal | FY19-20 Adopted Se Charges $3/4"$ \$ 6.00 1" 7.11 1.5" 9.87 2" 13.17 3" 20.92 4" 31.96 6" 59.58 8" 92.71 I. Charges - Residential 0 - 6 kgal \$ 2.85 6 - 14 kgal 3.14 > 14 kgal 3.56 I. Charges - Commercial/Inde 0 - 40 kgal \$ 2.85 40 - 200 kgal 2.35 > 200 kgal 2.22 Letharges - Irrigation 0 - 40 kgal \$ 3.56 | FY19-20 FY20-21 Adopted Adopted Se Charges $3/4"$ 6.00 6.52 1" 7.11 7.61 1.5" 9.87 10.51 2" 13.17 14.04 3" 20.92 22.29 4" 31.96 34.06 6" 59.58 63.48 8" 92.71 98.79 I. Charges - Residential $0 - 6$ kgal 2.85 3.17 $6 - 14$ kgal 3.14 3.49 > 14 kgal 3.56 3.17 $0 - 40$ kgal 2.85 3.17 $40 - 200$ kgal 2.22 2.53 I. Charges - Irrigation $0 - 40$ kgal 3.56 3.97 | FY19-20FY20-21FY21-22AdoptedAdoptedProposedSe Charges $3/4"$ \$ 6.00\$ 6.52\$ 7.431"7.117.618.671.5"9.8710.5111.742"13.1714.0415.673"20.9222.2924.894"31.9634.0638.046"59.5863.4870.898"92.7198.79110.32I. Charges - Residential0 - 6 kgal\$ 2.85\$ 3.17\$ 4.006 - 14 kgal3.143.494.40> 14 kgal3.563.975.00I. 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Charges - Irrigation $0 - 40$ kgal\$ 3.56\$ 3.97\$ 5.00\$ 5.51 | FY19-20FY20-21FY21-22FY22-23FY23-24AdoptedAdoptedProposedForecastForecastSe Charges $3/4"$ \$ 6.00\$ 6.52\$ 7.43\$ 7.85\$ 8.3 $1"$ 7.117.618.679.229.4 $1.5"$ 9.8710.5111.7412.6013. $2"$ 13.1714.0415.6716.6617.3 $3"$ 20.9222.2924.8926.1627.3 $4"$ 31.9634.0638.0439.7341.3 $6"$ 59.5863.4870.8973.6376.3 $8"$ 92.7198.79110.32114.32118.3LCharges - Residential14.833.143.494.404.85 $0 - 6$ kgal\$ 2.85\$ 3.17\$ 4.00\$ 4.41\$ 4.41 $0 - 40$ kgal\$ 2.85\$ 3.17\$ 4.00\$ 4.41\$ 4.41 $40 - 200$ kgal\$ 2.85\$ 3.17\$ 4.00\$ 4.41\$ 4.41 $40 - 200$ kgal\$ 2.222.533.28\$ 3.74\$ 4.41 $40 - 200$ kgal2.222.533.28\$ 3.74\$ 4.41 $4.0 - 200$ kgal\$ 2.85\$ 3.17\$ 4.00\$ 4.41\$ 4.41 $40 - 200$ kgal\$ 2.222.533.28\$ 3.74\$ 4.41 $0 - 40$ kgal\$ 3.56\$ 3.97\$ 5.00\$ 5.51\$ 5.51Charges - Irrigation $0 - 40$ kgal\$ 3.56\$ 3.97\$ 5.00 <td< td=""><td>FY19-20FY20-21FY21-22FY22-23FY23-24AdoptedAdoptedProposedForecastForecastSe Charges$3/4"$\$$6.00$\$$6.52$\$$7.43$\$$7.85$\$$8.23$$1"$$7.11$$7.61$$8.67$$9.22$$9.64$$1.5"$$9.87$$10.51$$11.74$$12.60$$13.14$$2"$$13.17$$14.04$$15.67$$16.66$$17.34$$3"$$20.92$$22.29$$24.89$$26.16$$27.18$$4"$$31.96$$34.06$$38.04$$39.73$$41.22$$6"$$59.58$$63.48$$70.89$$73.63$$76.29$$8"$$92.71$$98.79$$110.32$$114.32$$118.40$I. Charges - Residential$0 - 6$ kgal$\$ 2.85$$\$ 3.17$$\$ 4.00$$\$ 4.41$$\$ 4.62$$0 - 40$ kgal$\$ 2.85$$\$ 3.17$$\$ 4.00$$\$ 4.41$$\$ 4.62$$40 - 200$ kgal$\$ 2.22$$2.53$$3.28$$\$ 3.74$$\$ 4.62$$> 200$ kgal$2.22$$2.53$$3.28$$\$ 3.74$$\$ 4.62$$> 200$ kgal$2.22$$2.53$$3.97$$\$ 5.00$$\$ 5.51$$\$ 5.77$</td><td>FY19-20FY20-21FY21-22FY22-23FY23-24FY24-25AdoptedAdoptedProposedProposedForecastForecastForecast$3/4^{"}$\$ 6.00\$ 6.52\$ 7.43\$ 7.85\$ 8.23\$ 8.721"7.117.618.679.229.6410.611.5"9.8710.5111.7412.6013.1415.292"13.1714.0415.6716.6617.3420.923"20.9222.2924.8926.1627.1834.074"31.9634.0638.0439.7341.2252.856"59.5863.4870.8973.6376.2999.778"92.7198.79110.32114.32118.40156.101. 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Charges - Commercial/Industrial$0$$4.41$$4.42$$4.62$$4.88$$5.08$$5$0 40 kgal$2.25$$2.75$$3.65$$3.77$$5.77$$6.10$$5.57$$5.77$$6.10$$5.57$$5.77$$5.10$$5.77$$5.10$$5.57$$5.77$$5.10$$5.57$$5.77$$5.10$$5.57$$5.77$$5.10$$5.57$$5.77$$5.10$</td><td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 Adopted Adopted Proposed Forecast Forecast<td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY Adopted Adopted Proposed Forecast Forecast</td><td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY27-28 Adopted Adopted Proposed Forecast Forecast</td><td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY27-28 FY28-2 Adopted Adopted Proposed Forecast Forecast</td><td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY26-27 FY26-27 FY27-28 FY28-29 Adopted Adopted Proposed Forecast Forecast</td><td>$\begin{array}{ c c c c c c c c c c c c c c c c c c c$</td><td>$\begin{array}{ c c c c c c c c c c c c c c c c c c c$</td><td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY27-28 FY28-29 FY29-30 FY30-31 Adopted Adopted Proposed Forecast Forecast</td><td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY27-28 FY28-29 FY29-30 FY30-31 FY3 Adopted Adopted Proposed Forecast Forecast</td></td></td></td></td<> | FY19-20FY20-21FY21-22FY22-23FY23-24AdoptedAdoptedProposedForecastForecastSe Charges $3/4"$ \$ 6.00 \$ 6.52 \$ 7.43 \$ 7.85 \$ 8.23 $1"$ 7.11 7.61 8.67 9.22 9.64 $1.5"$ 9.87 10.51 11.74 12.60 13.14 $2"$ 13.17 14.04 15.67 16.66 17.34 $3"$ 20.92 22.29 24.89 26.16 27.18 $4"$ 31.96 34.06 38.04 39.73 41.22 $6"$ 59.58 63.48 70.89 73.63 76.29 $8"$ 92.71 98.79 110.32 114.32 118.40 I. 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Charges - Commercial/Industrial$0$$4.41$$4.42$$4.62$$4.88$$5.08$$5$0 40 kgal$2.25$$2.75$$3.65$$3.77$$5.77$$6.10$$5.57$$5.77$$6.10$$5.57$$5.77$$5.10$$5.77$$5.10$$5.57$$5.77$$5.10$$5.57$$5.77$$5.10$$5.57$$5.77$$5.10$$5.57$$5.77$$5.10$</td> <td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 Adopted Adopted Proposed Forecast Forecast<td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY Adopted Adopted Proposed Forecast Forecast</td><td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY27-28 Adopted Adopted Proposed Forecast Forecast</td><td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY27-28 FY28-2 Adopted Adopted Proposed Forecast Forecast</td><td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY26-27 FY26-27 FY27-28 FY28-29 Adopted Adopted Proposed Forecast Forecast</td><td>$\begin{array}{ c c c c c c c c c c c c c c c c c c c$</td><td>$\begin{array}{ c c c c c c c c c c c c c c c c c c c$</td><td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY27-28 FY28-29 FY29-30 FY30-31 Adopted Adopted Proposed Forecast Forecast</td><td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY27-28 FY28-29 FY29-30 FY30-31 FY3 Adopted Adopted Proposed Forecast Forecast</td></td> | FY19-20FY20-21FY21-22FY22-23FY23-24FY24-25FY25-26IAdoptedAdoptedProposedProposedForecastForecastForecastForecastForecastForecastF3/4"\$ 6.00 \$ 6.52 \$ 7.43 \$ 7.85 \$ 8.23 \$ 8.72 \$ 9.38 \$1.5" 9.87 10.51 11.74 2.60 13.14 15.29 16.33 2" 13.17 14.04 15.67 16.66 17.34 20.92 22.29 3" 20.92 22.29 24.89 26.16 27.18 34.07 36.22 4" 31.96 34.06 38.04 39.73 41.22 52.85 56.11 6" 59.58 63.48 70.89 73.63 76.29 99.77 105.81 8" 92.71 98.79 110.32 114.32 118.40 156.10 165.46 4. Charges - Residential 6 3.97 5.00 5.51 5.77 6.10 6.35 4. Charges - Commercial/Industrial 0 4.41 4.42 4.62 4.88 5.08 5 0 40 kgal 2.25 2.75 3.65 3.77 5.77 6.10 5.57 5.77 6.10 5.57 5.77 5.10 5.77 5.10 5.57 5.77 5.10 5.57 5.77 5.10 5.57 5.77 5.10 5.57 5.77 5.10 | FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 Adopted Adopted Proposed Forecast Forecast <td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY Adopted Adopted Proposed Forecast Forecast</td> <td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY27-28 Adopted Adopted Proposed Forecast Forecast</td> <td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY27-28 FY28-2 Adopted Adopted Proposed Forecast Forecast</td> <td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY26-27 FY26-27 FY27-28 FY28-29 Adopted Adopted Proposed Forecast Forecast</td> <td>$\begin{array}{ c c c c c c c c c c c c c c c c c c c$</td> <td>$\begin{array}{ c c c c c c c c c c c c c c c c c c c$</td> <td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY27-28 FY28-29 FY29-30 FY30-31 Adopted Adopted Proposed Forecast Forecast</td> <td>FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY27-28 FY28-29 FY29-30 FY30-31 FY3 Adopted Adopted Proposed Forecast Forecast</td> | FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY Adopted Adopted Proposed Forecast Forecast | FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY27-28 Adopted Adopted Proposed Forecast Forecast | FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY27-28 FY28-2 Adopted Adopted Proposed Forecast Forecast | FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY26-27 FY26-27 FY27-28 FY28-29 Adopted Adopted Proposed Forecast Forecast | $ \begin{array}{ c c c c c c c c c c c c c c c c c c c$ | $ \begin{array}{ c c c c c c c c c c c c c c c c c c c$ | FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY27-28 FY28-29 FY29-30 FY30-31 Adopted Adopted Proposed Forecast Forecast | FY19-20 FY20-21 FY21-22 FY22-23 FY23-24 FY24-25 FY25-26 FY26-27 FY27-28 FY28-29 FY29-30 FY30-31 FY3 Adopted Adopted Proposed Forecast Forecast |

10-	Year	Water	Rate	Forecast
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Rate Equalization (%):	150%	145%	140%	135%	13	0%	125%		120%		115%]	10%]	105%]	100%	1	00%	1(00%
	FY19-20	FY20-21	FY21-22	FY22-23	FY23-	24	FY24-25	F	Y25-26	F	FY26-27	FY	(27-28	FY	Y28-29	FY	29-30	FY	30-31	FY.	31-32
	Adopted	Adopted	Proposed	Forecast	Forec	ast	Forecast	Fo	orecast	F	orecast	Fo	recast	Fo	recast	Fo	recast	Fo	recast	For	ecast
		•	•	•																	
Base Charges																					
3/4"	\$ 9.00	\$ 9.45	\$ 10.40	\$ 10.60	\$ 1	0.70	\$ 10.90	\$	11.25	\$	11.50	\$	12.00	\$	12.25	\$	12.25	\$	12.25	\$	12.25
1"	10.66	11.03	12.14	12.44	1	2.54	13.27		13.65		13.99		14.54		14.81		14.78		14.74		14.71
1.5"	14.80	15.24	16.44	17.01	1	7.08	19.11		19.59		20.11		20.86		21.18		21.06		20.94		20.82
2"	19.76	20.35	21.94	22.49	2	2.54	26.15		26.75		27.52		28.45		28.84		28.61		28.39		28.18
3"	31.37	32.32	34.84	35.32	3	5.33	42.59		43.46		44.78		46.20		46.71		46.24		45.78	•	45.32
4"	47.95	49.39	53.25	53.64	5	3.59	66.06		67.33		69.45		71.56		72.23		71.44		70.63	(69.82
ity.	89.37	92.05	99.25	99.40	9	9.17	124.71		126.97		131.05		134.87		136.02		134.35	1	32.68	1	31.01
U 8"	139.07	143.25	154.45	154.33	15	3.92	195.12		198.55		205.01		210.88		212.57		209.88	2	07.18	20	04.48
Vol. Charges - Resid	lential			1																	
Vol. Charges - Resid 0 - 6 kgal 6 - 14 kgal > 14 kgal	\$ 4.28	\$ 4.60	\$ 5.60	\$ 5.95	\$	6.00	\$ 6.10	\$	6.10	\$	6.15	\$	6.20	\$	6.25	\$	6.27	\$	6.30	\$	6.32
6 - 14 kgal	4.70	5.06	6.16	\$ 6.55	\$	6.60	\$ 6.71	\$	6.71	\$	6.77	\$	6.82	\$	6.88	\$	6.90	\$	6.93	\$	6.95
		5.75	7.00	\$ 7.44	\$	7.50	\$ 7.63	\$	7.63	\$	7.69	\$	7.75	\$	7.81	\$	7.84	\$	7.88	\$	7.90
Vol. Charges - Com		1		1																	
0 - 40 kgal						6.00	•		6.10		6.15		6.20	\$	6.25	\$	6.27	\$	6.30		6.32
40 - 200 kgal		3.99	5.11	\$ 5.69	\$	6.00	\$ 6.10	\$	6.10	\$	6.15	\$	6.20	\$	6.25	\$	6.27	\$	6.30	\$	6.32
> 200 kgal	3.33	3.67	4.60	\$ 5.05	\$	6.00	\$ 6.10	\$	6.10	\$	6.15	\$	6.20	\$	6.25	\$	6.27	\$	6.30	\$	6.32
Vol. Charges - Irriga				1																	
0 - 40 kgal			\$ 7.00			7.50		\$		\$	7.69		7.75	\$	7.81	\$	7.84	\$	7.88	\$	7.90
> 40 kgal	5.34	5.75	7.70	\$ 8.18	\$	8.25	\$ 8.39	\$	8.39	\$	8.46	\$	8.53	\$	8.59	\$	8.62	\$	8.66	\$	8.69

Rate Equalization (%):	150%	145%	140%	135%	130%	125%	120%	115%	110%	105%	100%	100%	100%	
	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	FY31-32	
	Adopted	Adopted	Proposed	Forecast										
Base Charges														
3/4"	\$ 9.00	\$ 9.45	\$ 10.40	\$ 10.60	\$ 10.70	\$ 10.90	\$ 11.25	\$ 11.50	\$ 12.00	\$ 12.25	\$ 12.25	\$ 12.25	\$ 12.25	
1"	10.66	11.03	12.14	12.44	12.54	13.27	13.65	13.99	14.54	14.81	14.78	14.74	14.71	
L 1.5"	14.80	15.24	16.44	17.01	17.08	19.11	19.59	20.11	20.86	21.18	21.06	20.94	20.82	
2"	19.76	20.35	21.94	22.49	22.54	26.15	26.75	27.52	28.45	28.84	28.61	28.39	28.18	
3"	31.37	32.32	34.84	35.32	35.33	42.59	43.46	44.78	46.20	46.71	46.24	45.78	45.32	
4"	47.95	49.39	53.25	53.64	53.59	66.06	67.33	69.45	71.56	72.23	71.44	70.63	69.82	
3 6"	89.37	92.05	99.25	99.40	99.17	124.71	126.97	131.05	134.87	136.02	134.35	132.68	131.01	
۳8 (B	139.07	143.25	154.45	154.33	153.92	195.12	198.55	205.01	210.88	212.57	209.88	207.18	204.48	
8 133.07 143.23 134.43 134.33 133.32 133.12 198.33 203.01 210.86 212.37 209.86 207.16 2 Vol. Charges - Municipal/Wholesale All Usage \$ 2.85 \$ 3.17 \$ 4.00 \$ 4.41 \$ 4.62 \$ 4.88 \$ 5.08 \$ 5.35 \$ 5.64 \$ 5.95 \$ 6.27 \$ 6.30 \$														
	\$ 2.85	\$ 3.17	\$ 4.00	\$ 4.41	\$ 4.62	\$ 4.88	\$ 5.08	\$ 5.35	\$ 5.64	\$ 5.95	\$ 6.27	\$ 6.30	\$ 6.32	
2 Vol. Charges - Bulk	Water													
All Usage	\$ 5.34	\$ 5.75	\$ 7.00	\$ 7.44	\$ 7.50	\$ 7.63	\$ 7.63	\$ 7.69	\$ 7.75	\$ 7.81	\$ 7.84	\$ 7.88	\$ 7.90	
Base Charges - Pub	lic Schools													
	\$ 6.00	\$ 6.52	\$ 7.43	\$ 7.85	\$ 8.23	\$ 8.72	\$ 9.38	\$ 10.00	\$ 10.91	\$ 11.67	\$ 12.25	\$ 12.25	\$ 12.25	
Vol. Charges - Publi	c Schools			1										
All Usage	\$ 2.85	\$ 3.17	\$ 4.00	\$ 4.41	\$ 4.62	\$ 4.88	\$ 5.08	\$ 5.35	\$ 5.64	\$ 5.95	\$ 6.27	\$ 6.30	\$ 6.32	

10- Year Water Rate Forecast

ate Equalization (%):	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%
	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	FY31-32
	Adopted	Adopted	Proposed										
			°										
Base Charges													
3/4"	\$ 7.21	\$ 7.67	\$ 8.00	\$ 8.07	\$ 8.33	\$ 8.83	\$ 9.00	\$ 9.17	\$ 9.33	\$ 9.40	\$ 9.47	\$ 9.50	\$ 9.67
1"	9.07	9.64	10.09	10.18	10.51	11.15	11.24	11.20	11.37	11.83	11.88	12.16	12.54
1.5"	13.66	14.53	15.29	15.41	15.92	16.88	17.02	16.90	16.90	17.85	17.84	18.42	19.09
2"	19.20	20.42	21.55	21.73	22.45	23.79	23.99	23.82	23.83	25.09	25.03	25.78	26.67
3"	32.14	34.18	36.27	36.57	37.78	40.05	40.38	40.10	40.11	42.01	41.82	42.89	44.22
4"	50.62	53.82	57.30	57.77	59.68	63.27	63.79	63.34	63.36	66.18	65.80	67.34	69.30
6"	96.77	102.90	109.82	110.73	114.39	121.26	122.27	121.41	121.44	126.55	125.68	128.40	131.93
8"	152.17	161.81	172.87	174.31	180.07	190.87	192.47	191.11	191.16	199.02	197.58	201.70	207.12
Vol. Charges													
Per 1 kgal	\$ 5.05	\$ 5.07	\$ 5.68	\$ 5.20	\$ 5.20	\$ 5.93	\$ 6.33	\$ 6.67	\$ 6.73	\$ 6.80	\$ 6.87	\$ 10.40	\$ 10.50

10- Year Wastewater Rate Forecast

	10	- Year Wastew	vater Ra	te Fore	cas	st														
]	Rat	e Equalization (%):	150%	150	%	150%	1	50%		150%		150%		150%		150%	-	150%]	150
_			FY19-20	FY20-2	21	FY21-22	FY	/22-23	F	Y23-24	F	Y24-25	\mathbf{F}	Y25-26	\mathbf{F}	Y26-27	F	Y27-28	F	Y28-2
			Adopted	Adopt	ed	Proposed	Pro	posed	Pr	oposed	Pr	oposed	Pr	oposed	Pr	oposed	Pr	oposed	Pro	opos
			•	·			-													
		Base Charges																		
		3/4"	\$ 10.82	\$ 11.	50	\$ 12.00	\$	12.10	\$	12.50	\$	13.25	\$	13.50	\$	13.75	\$	14.00	\$	14
		1"	13.60	14.	46	15.14		15.27		15.77		16.72		16.86		16.80		17.06		17
		1.5"	20.49	21.	79	22.93		23.12		23.88		25.32		25.53		25.35		25.36		26
		2"	28.81	30.	63	32.32		32.59		33.67		35.69		35.99		35.74		35.74		37
1	de	3"	48.21	51.	26	54.41]	54.86		56.67		60.07		60.58		60.15		60.16		63
ſ	utsi	4"	75.93	80.	74	85.94	1	86.66		89.53		94.90		95.69		95.02		95.04		99
	IU	6"	145.16	154.	35	164.73		166.10		171.59		181.88		183.41		182.11		182.16		189
(\bigcirc	8"	228.26	242.	72	259.30		261.46		270.10		286.31		288.71		286.67		286.74		298
		Vol. Charges					_													
		Per 1 kgal	\$ 7.58	\$ 7.	60	\$ 8.52	\$	7.80	\$	7.80	\$	8.90	\$	9.50	\$	10.00	\$	10.10	\$	10

10 Voor Westewater Data Forecast

0%		150%		150%		150%		150%
-28	F	Y28-29	F	Y29-30	F	Y30-31	F	Y31-32
sed	Pr	oposed	Pr	oposed	Pr	oposed	Pr	oposed
4.00	\$	14.10	\$	14.20	\$	14.25	\$	14.50
7.06		17.75		17.81		18.24		18.82
5.36		26.77		26.76		27.62		28.64
5.74		37.64		37.55		38.66		40.00
).16		63.02		62.73		64.34		66.34
5.04		99.27		98.69		101.01		103.95
2.16		189.82		188.52		192.59		197.89
5.74		298.54		296.37		302.54		310.68
).10	\$	10.20	\$	10.30	\$	10.40	\$	10.50

Rate Equalization (%):	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%
	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	FY31-32
	Adopted	Adopted	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed
Base Charges													
3/4"	\$ 10.82	\$ 11.50	\$ 12.00	\$ 12.10	\$ 12.50	\$ 13.25	\$ 13.50	\$ 13.75	\$ 14.00	\$ 14.10	\$ 14.20	\$ 14.25	\$ 14.50
L 1"	13.60	14.46	15.14	15.27	15.77	16.72	16.86	16.80	17.06	17.75	17.81	18.24	18.82
1.5"	20.49	21.79	22.93	23.12	23.88	25.32	25.53	25.35	25.36	26.77	26.76	27.62	28.64
2"	28.81	30.63	32.32	32.59	33.67	35.69	35.99	35.74	35.74	37.64	37.55	38.66	40.00
3"	48.21	51.26	54.41	54.86	56.67	60.07	60.58	60.15	60.16	63.02	62.73	64.34	66.34
⅔ 4"	75.93	80.74	85.94	86.66	89.53	94.90	95.69	95.02	95.04	99.27	98.69	101.01	103.95
0 6"	145.16	154.35	164.73	166.10	171.59	181.88	183.41	182.11	182.16	189.82	188.52	192.59	197.89
8"	228.26	242.72	259.30	261.46	270.10	286.31	288.71	286.67	286.74	298.54	296.37	302.54	310.68
Vol. Charges - Wh	olesale, Int	ternal, Hen	derson Co	unty									
All Usage	\$ 7.58	\$ 7.60	\$ 8.52	\$ 7.80	\$ 7.80	\$ 8.90	\$ 9.50	\$ 10.00	\$ 10.10	\$ 10.20	\$ 10.30	\$ 10.40	\$ 10.50
Base Charges - Pu	ublic School	S											
	\$ 7.21	\$ 7.67	\$ 8.00	\$ 8.07	\$ 8.33	\$ 8.83	\$ 9.00	\$ 9.17	\$ 9.33	\$ 9.40	\$ 9.47	\$ 9.50	\$ 9.67
Vol. Charges - Pul	blic Schools												
All Usage	\$ 5.05	\$ 5.07	\$ 5.68	\$ 5.20	\$ 5.20	\$ 5.93	\$ 6.33	\$ 6.67	\$ 6.73	\$ 6.80	\$ 6.87	\$ 10.40	\$ 10.50

10- Year Wastewater Rate Forecast

1 1			TOTAL															
DEPARTMENT	FISCAL YEAR	TITLE	TOTAL COST	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	FY31+	Fund.	Dept.	Obj.	Funding Sou
y Engineer		7th Avenue Streetscape Improvements, Phase I	1,400,000	1,400,000	-	-	-	-	-	-	-	-	-	-	410/460	1014	550103	Loan/Grant
0		City Hall/Ops Renovations	3,000,000	300,000	2,700,000	-	-	-	-	-	-	-	-	-	410/460	1014	550103	Loan
		Clear Creek Greenway	2,200,000	2,200,000	-	-	-	-	-	-	-	-	-	-	410	1014	550103	Grant
		Mud Creek Dump - Investigation Phase II	100,000	100,000	-	-	-	-	-	-	-	-	-	-	410	1014	550102	GF Cash/Gra
	2022 Total		6,700,000	4,000,000	2,700,000	-	-	-	-	-	-	-	-	-				
		EB-5860 Blythe Street Sidewalk Improvements	2,070,000	-	-	-	270,000	1,800,000	-	-	-	-	-	-	10 / 60	1014	555001	GF/WS Cash/L
	2025 TL 1	EB-5963 Grove Street Sidewalk Improvements	1,610,000	-	-	-	210,000	1,400,000	-	-	-	-	-	-	10 / 60	1014	555001	GF/WS Cash/I
	2025 Total	Ecusta Trail Greenway Extension	3,680,000 1,400,000	-	-	-	480,000	3,200,000 200.000	- 1,200,000	-	-			-	410	1014	550103	Loan/Grant
	2026 Total		1,400,000	-	-			200,000	1,200,000	-	-	-			410	1014	550105	Loan/Gran
	2020 1000	7th Avenue Streetscape Improvements, Phase II & III	3,200,000	-	-	-	-	-	200,000	1.500.000	1,500,000	-	-		410	1014	550103	Loan/Grant
	2027 Total	All Prende Dieekseupe Improvements, Phase Pree II	3,200,000	-	-	-	-	-	200,000	1,500,000	1,500,000	-	-	-		1011	000100	Bour Gran
		Cherry Branch Greenway	1,400,000	-	-	-	-	-	-	-	200,000	1,200,000	-	-	410	1014	550103	Loan/Gran
	2029 Total		1,400,000	-	-	-	-	-	-	-	200,000	1,200,000	-	-				
		Brittain Creek Greenway, Phase I	450,000	-	-	-	-	-	-	-	-	100,000	350,000	-	410	1014	550103	Loan/Gran
	2030 Total		450,000	-	-	-	-	-	-	-	-	100,000	350,000	-				
y Engineer Total	· ·		6,700,000	4,000,000	2,700,000	-	480,000	3,400,000	1,400,000	1,500,000	1,700,000	1,300,000	350,000	-				
vironmental Services		Annual Brush and Leaf Grinding	415,000	35,000	35,000	35,000	38,000	38,000	38,000	38,000	38,000	40,000	40,000	40,000		7855	519200	ESF Cash
		Brush Truck Replacement (at 75%)	120,000	120,000	-	-	-	-	-	-	-	-	-	-	67/68	7855	554001	Loan
		Miscellaneous Tree Removal from Street ROW	172,500	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	17,500	17,500	17,500		7855	519200	ESF Cash
	2022 Total	Truck Replacement	460,000 1,167,500	260,000 430,000	- 50.000	200,000 250,000	53.000	53.000	- 53.000	- 53.000	- 53.000	57,500	- 57,500	57,500	68	7855	554001	Loan
	2022 10181	Leaf Machine Replacement	60.000	430,000	- 50,000	- 250,000	60,000	53,000	- 53,000	53,000	- 55,000	57,500	57,500	57,500	68	7855	554001	Loan
	2025 Total		60,000	-	-		60,000	-	-	-	-		-		00	1033	554001	LUall
vironmental Services To			1,227,500	430,000	50,000	250,000	113,000	53,000	53,000	53,000	53,000	57,500	57,500	57,500				
e		Replace 11-04 2002 Van	39,000	39,000	-	-	-	-	-	-	-	-	-		10	1400	554002	Loan
		Replace 14-51 2015 Ford Explorer	41,000	41,000	-	-	-	-	-	-	-	-	-		10	1400	554002	Loan
		Replace Extrication 554001 (Over 3 Years)	75,000	35,000	-	-	-	-	-	-	20,000	-	-	20,000	10	1400	554001	GF Cash
		Replace Masimo - Rad 57 Monitors	16,000	16,000	-	-	-	-	-	-	-	-	-	-	10	1400	554001	GF Cash
		Thermal Imaging Camera Replacement (Over two years) - Recurring every 5 years	90,000	30,000	15,000	-	-	-	30,000	15,000	-	-	-	-	10	1400	554001	GF Cash
	2022 Total		261,000	161,000	15,000	-	-	-	30,000	15,000	20,000			20,000				
		Fire Engine #1 Replacement	800,000	-	800,000	-	-	-	-	-	-	-	-	-	410	1400	550103	Loan
		Fire Station #1 Construction	9,500,000	-	9,500,000	-	-	-	-	-	-	-	-	-	410	1400	550103	Loan
		Kubota RTU 900 w/ Trailer	27,500	-	27,500	-	-	-	-	-	-	-	-	-	10	1400	554001	GF Cash
		Lion Digital Fire Extinguisher Trainer	17,000	-	17,000	-	-	-	-	- 17.000	-	-	-	-	10 10	1400 1400	554001	GF Cash
		LUCAS Chest Compression System - Recurring every 9 years Replace 14-43 2011 Chevy Tahoe	34,000 51,000	-	17,000 51,000	-	-	-	-	17,000	-	-	-	-	10	1400	554001 554002	GF Cash Loan
		Replace 14-67 2016 Jeep Patriot	41,000	-	41,000	-	-	-	-	-	-	-	-	-	10	1400	554002 554002	Loan
		Replace Multi Gas Monitors - Recurring every 4 years	100,000	-	20,000	20,000		-		10,000	10,000			40,000		1400	554001	GF Cash
		Tablet Replacement – Recurring every 3 years	80,000	-	20,000	-	-	20,000	-	-	20,000	-	-	20,000		1400	554001	GF Cash
	2023 Total		10,650,500	-	10,493,500	20,000	-	20,000	-	27,000	30,000			60,000				
		Commission on Fire Accreditation International – Applicant Agency	16,250	-	-	6,250	-	10,000	-	-	-	-	-	-	10	1400	519000	GF Cash
		Fire Ladder #1 Replacement	1,500,000	-	-	1,500,000	-	-	-	-	-	-	-	-	410	1400	550103	Loan
		Replace 14-61 2016 Chevy Tahoe	51,000	-	-	51,000	-	-	-	-	-	-	-	-	10	1400	554002	Loan
		Replace 14-101 2019 Ford F150	38,000	-	-	38,000	-	-	-	-	-	-	-	-	10	1400	554002	Loan
		Replace Station Lawnmowers (Over 2 Years)	16,000	-	-	8,000	8,000	-	-	-	-	-	-	-	10	1400	554001	GF Cash
		Replacement of Self-Contained Breathing Apparatus	325,000	-	-	325,000	-	-	-	-	-	-	-	-	10	1400	554001	Loan
	2024 Total		1,946,250	-	-	1,928,250	8,000	10,000	-	-	-			-				
		Fire Department Training Facility	250,000	-	-	-	250,000	-	-	-	-	-	-	-	10	1400	552001	Loan
		Purchase a Service/Rescue Company for Station 1	900,000	-	-	-	900,000	-	-	-	-	-	-	-	10	1400	550103	Loan
		Replace 14-84 2018 Ford F150 Replace 14-103 2019 Ford F150	38,000	-	-	-	38,000 38,000	-	-	-	-	-	-	-	10 10	1400 1400	554002 554002	Loan
		Replace 14-103 2019 Ford F150 Replace 15-29 2020 Battlion Chief	38,000 51,000	-	-	-	38,000 51,000	-	-	-	-	-	-	-	10	1400 1400	554002 554002	Loan Loan
		Replace 15-29 2020 Battion Chief Replace AED's	51,000 65,000	-	-	-	51,000 65,000	-	-	-	-	-	-	-	10	1400	554002 554001	GF Cash
		Replace Station 1 Breathing Air Compressor	85,000	-	-	-	85,000	-	-	-	-	-	-	-	10	1400	552001	GF Cash
	2025 Total		1,427,000				1,427,000	-	-	-	-		-		10	1400	552001	Gr Cash
		Replace 14-105 2019 4x4 Pickup	38,000	-	-	-	-	38,000	-	-	-	-	-		10	1400	554002	Loan
		Vehicle Stabilization Struts	20,000	-	-	-	-	20,000	-	-	-	-	-	-	10	1400	554001	GF Cash
	2026 Total		20,000	-	-	-	-		-	-	-			-	1			
		Replace 15-28 2020 4x4 SUV	51,000	-	-	-	-	-	51,000	-	-	-	-	-	10	1400	554002	Loan
		Replace Engine 4 (Engine 2 will go into Reserve)	800,000	-	-	-	-	-	800,000	-	-	-	-	-	10	1400	550103	Loan
		Replace Exercise Equipment	30,000	-	-	-	-	-	30,000	-	-	-	-	-	10	1400	554001	GF Cash
			881,000	-	-	-	-	-	881,000	-	-	-	-					
	2027 Total			-					001,000									
	2027 Total 2028 Total	Replace 14-01 2002 Ford F150	38,000	-	-	-	-	-	-	38,000	-	-	-		10	1400	554002	Loan



DEPARTMENT	FISCAL YEAR	TITLE	TOTAL COST	FY21-22	FY22-23	FY23-24	F Y24-25	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	FY31+	Fund.	Dept.	Obj.	Funding Sou
lice		Body Camera Systems Replacements & Cradle	32,000	4,000	8,000	4,000	-	8,000	-	-	8,000	-	-	-	10	1300	554001	GF Cash
		Domain Server Replacement	10,000	10,000	-	-	-	-	-	-	-	-	-	-	10	1300	554001	GF Cash
		Laptop Replacements	176,000	22,000	22,000	-	-	22,000	22,000	-	-	22,000	22,000	44,000	10	1300	554001	GF Cash
		New Vehicle (marked)	53,000	53,000	-	-	-	-	-	-	-	-	-	-	10	1300	554002	Loan
		New Vehicle (marked)	53,000	53,000	-	-	-	-	-	-	-	-	-	-	10	1300	554002	Loan
		Replace 14-42 2009 Jeep Cherokee (unmarked)	39,000	39,000	-	-	-	-	-	-	-	-	-	-	10	1300	554002	Loan
		Replace 14-44 2013 Ford Explorer (marked)	53,000	53,000	-	-	-	-	-	-	-	-	-	-	10	1300	554002	Loan
		Replace 14-47 2014 Ford Explorer (marked)	53,000	53,000	-	-	-	-	-	-	-	-	-	-	10	1300	554002	Loan
		Replace 14-48 2014 Ford Explorer (marked)	53,000	53,000	-	-	-	-	-	-	-	-	-	-	10	1300	554002	Loan
		Replace 14-49 2014 Ford Explorer (marked)	53,000	53,000	-	-	-	-	-	-	-	-	-	-	10	1300	554002	Loan
		Replace 14-52 2015 Ford Explorer (marked)	53,000	53,000	-	-	-	-	-	-	-	-	-	-	10	1300	554002	Loan
		Replace 14-53 2015 Ford Explorer (marked)	53,000	53,000	-	-	-	-	-	-	-	-	-	-	10	1300	554002	Loan
		Tasers	48,750	16,250	-	16,250	-	16,250	-	-	-	-	-	-	10	1300	554001	GF Cash
		Video Server	45,000	15,000	-	-	-	-	-	-	15,000	15,000	-	-	10	1300	554001	GF Cash
	2022 Total		774,750	530,250	30,000	20,250	-	46,250	22,000	-	23,000	37,000	22,000	44,000				
		Annual Vehicle Replacement	334,866	-	334,866	-	-	-	-	-	-	-	-	-	10	1300	554002	Loan
	2023 Total		334,866	-	334,866	-	-	-	-	-	-	-	-	-				
		911 Computer Replacement (all 911 funds)	10,000	-	-	10,000	-	-	-	-	-	-	-	-	10	1300	554001	GF Cash
		Annual Vehicle Replacement	385,528	-	-	385,528	-	-	-	-	-	-	-	-	10	1300	554002	Loan
		Computer Replacements	50,000	-	-	25,000	25,000	-	-	-	-	-	-	-	10	1300	554001	GF Cash
		Laptop Replacements	88,000	-	-	22,000	22,000	-	-	-	22,000	-	-	22,000	10	1300	554001	GF Cash
	2024 Total		533,528	-	-	442,528	47,000	-	-	-	22,000	-	-	22,000				
		911 Voice Logger (all 911 funds)	30,000	-	-	-	30,000	-	-	-	-	-	-	-	10	1300	554001	N/A
		Annual Vehicle Replacement	367,710	-	-	-	367,710	-	-	-	-	-	-	-	10	1300	554002	Loan
	2025 Total		397,710	-	-	-	397,710	-	-	-	-	-	-	-				
		Annual Vehicle Replacement	335,469	-	-	-	-	335,469	-	-	-	-	-	-	10	1300	554002	Loan
	2026 Total		335,469	-	-	-	-	335,469	-	-	-	-	-	-				
		Annual Vehicle Replacement	327,776	-	-	-	-	-	327,776	-	-	-	-	-	10	1300	554002	Loan
	2027 Total		327,776	-	-	-	-	-	327,776	-	-	-	-	-				
		Annual Vehicle Replacement	322,504	-	-	-	-	-	-	322,504	-	-	-	-	10	1300	554002	Loan
	2028 Total		322,504	-	-	-	-	-	-	322,504	-	-	-	-				
		Annual Vehicle Replacement	325,820	-	-	-	-	-	-	-	325,820	-	-	-	10	1300	554002	Loan
	2029 Total		325,820	-	-	-	-	-	-	-	325,820	-	-	-				
		Annual Vehicle Replacement	393,921	-	-	-	-	-	-	-	-	393,921	-	-	10	1300	554002	Loan
	2030 Total		393,921	-	-	-	-	-	-	-	-	393,921	-	-				
		Annual Vehicle Replacement	377,545	-	-	-	-	-	-	-	-	-	377,545	-	10	1300	554002	Loan
	2031 Total		377,545	-	-	-	-	-	-	-	-	-	377,545	-				
		Netmotion Server Replacement	10,000	-	-	-	-	-	-	-	-	-	-	10,000	10	1300	554001	GF Cash
	2031+ Total		10.000	-	-	-	-	-	-	-	-	-	-	10.000				

ARTMENT	FISCAL TITLE YEAR	TOTAL COST	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	FY31+	Fund.	Dept.	Obj.	Funding S
orks	60 Month Lease Agreement for 5 Zero Turn Mowers, UTV, and Sprea		15,114	15,114	15,114	15,114	-	-	-	-	-	-	-	10	1525	554001	GF Cas
	Christmas Decorations for Downtown	5,000	5,000	-	-	-	-	-	-	-	-	-	-	20	2102	554001	GF Cas
	City Hall Exterior Improvements	1,218,000	70,000	257,000	580,000	285,000	26,000	-	-	-	-	-	-	410	1523 1560	550103 554001	GF Cash/I
	Conflict Monitor Tester Greenways Trail Annual Tree Maintenance	15,000 77,000	15,000 7,000	7,000	- 7,000	- 7,000	- 7,000	7,000	7,000	- 7,000	- 7,000	- 7,000	- 7,000	10 10	1500	555000	GF Cas GF Cas
	Main Street Electrical Panel Upgrade	28,000	7,000	7,000	7,000	7,000	-	7,000	-	7,000	7,000	7,000	-	20	2102	554001	GF Cas
	New 1M Dive Platforms	28,000	28,000	-	-	-	-	-	-	-	-	-	-	10	1535	519200	GF Ca
	New Garage Door/Opener for Sugarloaf	15,000	15,000	-	-	-	-	-	-	-	-	-	-	10 / 60	1523	519200	GF/WS C
	New Lifegaurd Stands	10,000	10,000	-	-	-	-	-	-	-	-	-	-	10	1535	519200	GF Ca
	New Lockers, Desks, and Flooring	10,000	10,000	-	-	-	-	-	-	-	-	-	-	10	1560	554001	GF Ca
	New Vehicle A/C (Freon) Service Machine	8,000	8,000	-	-	-	-	-	-	-	-	-	-	10	1521	554001	GF Ca
	Painting Contract for City Buildings	250,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	50,000	10 / 60	1523	519200	GF/WS
	Patton Park Pedestrian Bridge and Vehicular Bridge Replacement	100,000	30,000	70,000	-	-	-	-	-	-	-	-	-	10	1525	555001	GF Ca
	Powell Bill Improvements	7,630,000	580,000	600,000	650,000	650,000	650,000	650,000	750,000	750,000	775,000	775,000	800,000	10	1556	555001	GF Ca
	Purchase Mechanics Tool Box and Tools	48,000	12,000	12,000	12,000	12,000	-	-	-	-	-	-	-	10	1521	554001	GF C
	Replace 16-04 2002 Ford F250	30,000	30,000	-	-	-	-	-	-	-	-	-	-	10 10	1560	554002	Loa
	Replace 16-06 2003 Chevy 2500 Replace 17-11 1995 Ford F350	30,000 45,000	30,000 45,000	-	-	-	-	-	-	-	-	-	-	10	1525 1555	554002 554002	Loa Loa
	Replace 17-11 1993 Ford F350 Replace 17-14 2004 Bucket Truck	150,000	45,000 150,000	-	-	-	-	-	-	-	-	-	-	10	1555	554002 554002	Loa
	Replace HVAC at Depot	22,000	7,000	15,000		-	-	-	-					10	1523	552001	GF C
	Replace Vehicle Lifts #4 and #5	15,000	15,000	-	-	-	-	-	-	-	-	-	-	10	1523	554001	GF C
	Replace Vehicle Lift with HD 29 Ton Lift	30,000	30,000	-	-	-	-	-	-	-	-	-	-	10	1523	554001	GF C
	Replacement Water Barriers	25,000	5,000	-	5,000	-	5,000	-	5,000	-	-	-	5,000	20	2102	554001	GF C
	Resurface City Ops parking lot	40,000	40,000	-	-	-	-	-	-	-	-	-	-	10	1555	555001	GF C
	Resurface Whitmire Parking Lot	20,000	20,000	-	-	-	-	-	-	-	-	-	-	10	1555	555001	GF C
	Traffic Signal Cabinet Replacements	136,000	17,000	17,000	-	17,000	17,000	-	17,000	17,000	-	-	34,000	10	1560	554001	GF C
	2022 Total	10,045,456	1,221,114	1,020,114	1,296,114	1,013,114	725,000	677,000	799,000	794,000	802,000	802,000	896,000				
	Annual Vehicle Replacement	130,560	-	130,560	-	-	-	-	-	-	-	-	-	10	1502	554002	Loa
	Expand Greenway Parking	25,000	-	25,000	-	-	-	-	-	-	-	-	-	10	1555	555001	GF C
	Large Fans at Building and Grounds	30,000	-	30,000	-	-	-	-	-	-	-	-	-	10	1525	552001	GF C
	Patton Park Tennis Lights	36,000	-	36,000	-	-	-	-	-	-	-	-	-	10	1523	552001	GF C
	Racquetball Court Demolition	25,000	-	25,000	-	-	-	-	-	-	-	-	-	10 10	1523	553000 554001	GF C
	Redesign and Re-roof City Garage Remarsite Pool	100,000 150,000	-	100,000 150,000	-	-	-	-	-	-	-	-	-	10	1523 1535	554001 519200	GF C GF C
	Replace Equip # 22-05 (2007 Pothole Patcher)	200,000	-	200,000	-	-	-	-	-	-	-	-	-	10	1555	554001	GFC
	Replace Equip # 44-02 (1997 New Holland Backhoe)	80,000		200,000	-	-	-	-	-			_	-	10	1555	554001	GFC
	Replace Two EV Charging Stations	8,000	-	8,000	_	_	_	-	_	_	-	-	_	10	1560	554001	GF C
	Rotary Park Playground 554001	15,000	-	15,000	-	-	-	-	-	-	-	-	-	10	1525	554001	GF C
	Stainless Steel Salt Spreader Stands	22,500	-	7,500	7,500	7,500	-	-	-	-	-	-	-	10	1555	554001	GF C
	VanAir All in One Power System	18,000	-	18,000	-	-	-	-	-	-	-	-	-	10	1525	554001	GF C
	West Lake Avenue Widening ROW	400,000	-	400,000	-	-	-	-	-	-	-	-	-	10	1555	555001	Loa
	2023 Total	1,240,060	-	1,225,060	7,500	7,500	-	-	-	-	-	-	-				
	Annual Vehicle Replacement	68,640	-	-	68,640	-	-	-	-	-	-	-	-	10	1502	554002	Loa
	Berkeley Park Improvements	700,000	-	-	150,000	200,000	200,000	150,000	-	-	-	-	-	10	1523	553000	GF C
	Columbarium at Oakdale Cemetery	7,000	-	-	7,000	-	-	-	-	-	-	-	-	10	1525	552001	GF C
	Lazer Level Baseball Field	14,000	-	-	7,000	-	-	-	7,000	-	-	-	-	10	1525	553000	GF C
	New Tractor with Loader Bucket & Blower Unit	55,000	-	-	55,000	-	-	-	-	-	-	-	-	10	1525	554001	GF C
	Replace Furnace and Air Handlers at City Ops	40,000	-	-	40,000	-	-	-	-	-	-	-	-	10	1525	552001	GF C
	Replace the Sheds at Sugarloaf	30,000	-	-	30,000	-	-	-	-	-	-	-	- 20.000	10	1523	552001	GF C
	Street and Sidewalk Assessment for Resurfacing Project Wayfinding/Gateway Signage	60,000 75,000	-	-	30,000 25,000	- 25,000	- 25,000	-	-	-	-	-	30,000	10 10	1555 1560	519200 554001	GF C GF C
	2024 Total	1,049,640	-		412,640	23,000	23,000	150,000	7,000				30,000	10	1500	554001	Ur C
	Annual Vehicle Replacement	90,300	-	-	- 412,040	90,300	- 225,000	,					,	10	1502	554002	Loa
	2025 Total	90,300	-	-	-	90,300	-							10	1002	20-1002	Eor
	Annual Vehicle Replacement	243,800	-	-		-		-						10	1502	554002	Loa
	2026 Total	243,800	-	-		-		-									200
	Annual Vehicle Replacement	221,970	-	-		-			-	-	-			10	1502	554002	Loa
	2027 Total	221,970	-	-	-	-			-								
	Annual Vehicle Replacement	224,640	-	-	-	-	-		15 5	-	-	-	-	10	1502	554002	Loa
	2028 Total	224,640	-	-	-	-	-	-	224,640	-	-	-	-				
	Annual Vehicle Replacement	99,000	-	-	-	-	-	-	-		-	-	-	10	1502	554002	Loa
	2029 Total	99,000		-	-	-	-	-	-	99,000	-	-					

FY2] Section 7, Item A.



	FISCAL		TOTAL															
DEPARTMENT	YEAR	TITLE	COST	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	FY31+	Fund.	Dept.	Obj.	Funding Sou
rmwater		Assest Inventory Assessment (AIA), Phase II	100,000	100,000	-	-	-	-	-	-	-	-	-	-	67	7555	519200	SW Cash
		Invasive Species Control/Removal	275,000	15,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	30,000	30,000	60,000	67	7555	519200	SW Cash
		Replace Brush Truck - FY22 554001 Loan	40,000	40,000	-	-	-	-	-	-	-	-	-	-	67	7555	554001	Loan
		Stormwater AIA Projects	1,940,000	90,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	200,000	200,000	400,000	67 67	7555	550103	SW Cash
		Stormwater Easement Acquisition Stormwater Pipe CCTV Survey	210,000 215,000	10,000 50,000	100,000 15,000	100,000 15,000	- 15,000	- 15,000	- 15,000	- 15,000	- 15,000	- 15,000	- 15,000	- 30,000	67 67	7555 7555	551000 519200	SW Cash SW Cash
		Sullivan Park Stream Restoration	50,000	50,000	-	-	-	- 15,000	-	-	-	- 15,000	-		67	7555	553000	SW Cash
		Wash Creek Master Plan CIP Projects	270,000	270,000	-	-	-	-	-	-	-	-	-	-	67	7555	550103	SW Cash
		Water Quality Grant Matching	55,000	25,000	-	-	-	-	-	-	30,000	-	-	-	67	7555	556001	SW Cash
	2022 Total		3,155,000	650,000	285,000	285,000	185,000	185,000	185,000	185,000	215,000	245,000	245,000	490,000				
		Green Infrastructure in City ROW	1,650,000	-	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	300,000	67	7555	553000	SW Cash
	2023 Total	Stream Bank Stabilization/Riparian Buffer Enhancement	235,000 1.885.000		20,000 170,000	20,000	20,000	20,000	20,000	20,000	20,000 170,000	20,000	25,000 175,000	50,000 350,000	67	7555	553000	SW Cash
	2023 10tal	Stormwater Vehicle Replacement	45.000	-	-	-		45,000	-	-	-	- 170,000	-	-	67	7555	554002	SW Cash
	2026 Total		45,000	-	-	-	-	45,000	-	-	-	-	-	-				
rmwater Total			5,085,000	650,000	455,000	455,000	355,000	400,000	355,000	355,000	385,000	415,000	420,000	840,000				
ter & Sewer		4th Ave. & Ashe St. Improvements (SRF) #18017	2,683,620	2,683,620	-	-	-	-	-	-	-	-	-	-	460	1014	550103	Loan
		7th Avenue Streetscape Improvements #18022	300,000	300,000	-	-	-	-	-	-	-	-	-	-	460	1014	550103	Reserve
		Basin Six I&I Study #20009 CCTV Sewer Inspection Vehicle	150,000 1,050,000	150,000 350,000	-	- 350.000	-	-	-	-	-	-	-	- 350,000	460 60	1014 7155	550103 554001	Reserve WS Cash
		CLTV Sewer Inspection Vencie Church & King Improvements #19014	5,780,000	5,780,000	-		-	-	-	-	-	-	-		60 460	1014	550103	Loan
		Clear Creek Interceptor #18033	4,078,232	4,078,232	-	-	-	-	-	-	-	-	-	-	460	1014	550103	Loan
		Correlator Replacement	40,000	40,000	-	-	-	-	-	-	-	-	-	-	60	7055	554001	WS Cash
		Fleetwood (Laurel Park) - ARP Funded	1,400,000	1,400,000	-	-	-	-	-	-	-	-	-	-	460	1014	550103	Grant
		French Broad Intake (SRF) #16007	17,209,228	8,604,614	8,604,614	-	-	-	-	-	-	-	-	-	460	1014	550103	Loan
		Generator Lube Skid	10,000	10,000	-	-	-	-	-	-	-	-	-	-	60 60	7032	554001	WS Cash
		Generator Lube Skid (sewer portion) Generators and ATS - Sewer	10,000 225,000	10,000 75,000	- 75,000	- 75,000	-	-	-	-	-	-	-	-	60 60	7132 7132	554001 554001	WS Cash WS Cash
		Generators and ATS - Sewer	225,000	75,000	75,000	75,000	-		-	-	-	-	_	-	60	7032	554001	WS Cash
		Mini-Excavator Replacement (44-06)	77,000	77,000	-	-	-	-	-	-	-	-	-	-	60	7055	554001	WS Cash
		NCDOT - Highland Lake Rd. #17127	400,000	400,000	-	-	-	-	-	-	-	-	-	-	460	1014	550103	Reserve
		Old Brickyard Rd. Water Improvements #20010	460,000	460,000	-	-	-	-	-	-	-	-	-	-	460	1014	550103	Reserve
		Painting Contract for City Buildings	80,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	-	-	-	60	1523	519200	WS Cash
		Rutledge Road Improvements #17002	476,000	476,000	-	-	-	-	-	-	-	-	-	-	460	1014	550103	Reserve
		Sewer Extensions for Petition/Assessment - Study/Evaluate	6,450,000 100,000	50,000 25,000	200,000 25,000	300,000 25,000	400,000 25,000	500,000	600,000	700,000	800,000	900,000	1,000,000	1,000,000	60 60	7155 7132	555002 554001	WS Cash WS Cash
		Sewer Pump Station Metering and Rain Gauges Sewer Pump Station Upgrades	1,100,000	100,000	100,000	100,000	100,000	100,000	- 100,000	- 100,000	- 100,000	- 100,000	- 100,000	100,000	60	7132	552001	WS Cash
		Sewershed 3 SSES	125,000	125,000	-	-	-		-	-	-	-	-	-	60	7155	519200	WS Cash
		Skid Steer Shin Grinder	106,000	35,000	-	-	-	71,000	-	-	-	-	-	-	60	7055	554001	WS Cash
		Truck Toolboxes (16-17 and 16-18)	30,000	30,000	-	-	-	-	-	-	-	-	-	-	60	7032	554001	WS Cash
		Vehicle Replacement	2,190,000	140,000	205,000	205,000	205,000	205,000	205,000	205,000	205,000	205,000	205,000	205,000	60	7002	554002	WS Cash
		Water Pump Station Metering	100,000	25,000	25,000	25,000	25,000	-	-	-	-	-	-	-	60	7032	554001	WS Cash
		Water Pump Station Upgrades WS Finance Kiosk	1,100,000 30,000	100,000 30,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	60 60	7032 1008	552001 554001	WS Casl WS Casl
		WTP - Electric hoist for sludge building	20,000	20,000	-	-	-		-	-	-	-	-	-	60	7035	554001	WS Casi WS Casi
		WTP - Enclosed trailer (7' x 16')	6,000	6,000	-	-	-	-	-	-	-	-	-	-	60	7035	554001	WS Cash
		WTP - Laser turbidity meter, bench-top (TU5200)	8,000	8,000	-	-	-	-	-	-	-	-	-	-	60	7035	554001	WS Casl
		WTP - Laser turbidity meters, in-line (TU5300)	22,000	22,000	-	-	-	-	-	-	-	-	-	-	60	7035	554001	WS Casl
		WTP - Replace Zeta meter	40,000	40,000	-	-	-	-	-	-	-	-	-	-	60	7035	554001	WS Cas
		WTP - SC200 controllers	15,000	15,000	-	-	-	-	-	-	-	-	-	-	60 460	7035	554001	WS Cas
		WTP Master Plan #21020 WWTP Master Plan #19007	300,000 300,000	300,000 300,000	-	-	-	-	-	-	-	-	-	-	460 460	7035 1014	550102 550103	Reserve Reserve
	2022 Total		46,696,080	26,350,466	9,419,614	1,265,000	865,000	986,000	1,015,000	1,115,000	1,215,000	1,305,000	1,405,000	1,755,000	100	1014	550105	1(0501 /0
		Air Compressor Replacement	84,000	-	21,000	21,000	21,000	21,000	-	-	-	-	-	-	60	7032	554001	WS Cash
		CCTV Generator Replacement	7,700	-	7,700	-	-	-	-	-	-	-	-	-	60	7155	554001	WS Cash
		Dump Truck (17-05)	82,000	-	82,000	-	-	-	-	-	-	-	-	-	60	7155	554001	WS Cash
		Ewart security upgrades (additional fencing and cameras)	45,000	-	45,000	-	-		-	-	200.000	-	-	-	60 60	7035 7055	555003	WS Cas
		Fire Flow (AFF) Improvements Forklift Replacement - Warehouse	2,400,000 35,000	-	300,000 35,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	-	-	60 60	7055 7050	555002 554001	WS Cas WS Cas
		Front-end Loader (50-01)	190,000	-	33,000 82,000	-	-	-	-	-	-	- 108,000	-	-	60 60	7050	554001	WS Cas
		Mud Creek Interceptor (SRF) #18032	8,802,000	-	8,802,000	-	-	-	-	-	-		-	-	460	1014	550103	Loan
		Parallel Water Main- Willow Rd. from Price Rd. & PRV Bypass Champion Hill P.S.	502,000	-	502,000	-	-	-	-	-	-	-	-	-	60	7055	552001	WS Cas
		Replacement of Aging and Undersized Sewer Mains	4,400,000	-	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	-	-	60	7155	555002	WS Cas
		Replacement of Aging and Undersized Water Mains	4,400,000	-	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	-	-	60	7055	555002	WS Ca
		Water Dist. Master Plan	300,000	-	300,000	-	-	-	-	-	-	-	-	-	60	7055	519200	WS Cas
		Water Extensions for Petition/Assessment	3,300,000	-	150,000	225,000	300,000	375,000	450,000	525,000	600,000	675,000	-	-	60	7055	555002	WS Cas
	1	WTP - Maintenance/storage	446,000	-	30,000	-	-	-	-	-	-	-	-	416,000	60	7035	552001	WS Cas
		WITH NULLE LD LL MICOLO	000															
		WTP - North Fork Dredging #19010 WTP Security upgrade (fencing, gates and camera additions)	800,000 25,000	-	800,000 25,000	-	-	-	-	-	-	-	-	-	460 60	1014 7035	550103 552001	Loan WS Casl

1ENT	FISCAL TITLE YEAR	TOTAL COST	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	FY31+	Fund.	Dept.	Obj.	Funding
	Excavator (44-08)	82,000	-	-	82,000	-	-	-	-	-	-	-	-	60	7002	554001	WS
	HDD Machine and 554001	250,000	-	-	250,000	-	-	-	-	-	-	-	-	60	7055	554001	WS
	NCDOT - I-26 #17141	3,941,645	-	-	3,941,645	-	-	-	-	-	-	-	-	460	1014	550103	L
	NCDOT - White St. #17126	4,000,000	-	-	4,000,000	-	-	-	-	-	-	-	-	460	7135	550103	L
	NCDOT 64 #18140	1,200,000	-	-	1,200,000	-	-	-	-	-	-	-	-	460	1014	550103	L
	Sewer Vactor Truck	920,000	-	-	460,000	-	-	-	-	-	-	460,000	-	60	7155	554001	WS
	WTP - Expansion to 15MGD #19207	1,387,000	-	-	1,387,000	-	-	-	-	-	-	-	-	460	7055	550103	I
	WWTP - Sludge Drying System #16036	13,235,000	-	-	13,235,000	-	-	-	-	-	-	-	-	460	7055	550103	I
	WWTP - UV Disinfection System #16023	1,794,000	-		1,794,000				-				-	460	1014	550103	I
2	2024 Total	26,809,645	-		26,349,645	-	-	-	-			460,000	-				
	All Terrain Vehicle	16,400	-	-	-	16,400	-	-	-	-	-	-	-	60	7155	554001	W
	Dump Truck (22-07)	82,000	-	-	-	82,000	-	-	-	-	-	-	-	60	7005	554001	W
	Dump Truck (22-13)	82,000	-	-	-	82,000	-	-	-	-	-	-	-	60	7002	554001	W
	Old Hendersonville Rd. Parallel Water Main	502,000	-	-	-	502,000	-	-	-	-	-	-	-	460	7055	550103	Re
	WWTP SCADA Server Replacement	75,000	-	-	-	35,000	-	-	-	-	-	40,000	-	60	7135	519200	W
2	2025 Total	757,400	-	-	-	717,400	-	-	-	-	-	40,000	-			551001	
	Dump Truck (17-21)	139,000	-	-	-	-	139,000	-	-	-	-	-	-	60	7002	554001	WS
	Dump Truck (22-12)	85,000	-	-	-	-	85,000	-	-	-	-	-	-	60 60	7055	554001	W
	Dump Truck (22-17)	154,000	-	-	-	-	154,000	-	-	-	-	-	-	60 60	7002	554001	W
	Dump Truck (22-20)	154,000	-	-	-	-	154,000	-	-	-	-	-	-	60	7002	554001	W
	Excavator (44-16)	140,000	-	-	-	-	140,000	-	-	-	-	-	-	60	7002	554001	W
	Excavator (44-11)	77,000	-	-	-	-	77,000	-	-	-	-	-	-	60	7002	554001	W
	Excavator (44-17)	77,000	-	-	-	-	77,000	-	-	-	-	-	-	60	7002	554001	W
	Long John Mountain Interconnect (SRF) #18014	8,450,000	-	-	-	-	8,450,000	-	-	-	-	-	-	460	1014	550103]
	NCDOT 191 #16126	11,275,000	-	-	-	-	11,275,000	-	-	-	-	-	-	460	7055	550103	
	Skid Steer (50-03)	71,000	-	-	-	-	71,000	-	-	-	-	-	-	60	7002	554001	W
2	WWTP - EQ Basin (SRF) #19013	6,000,000	-				6,000,000						-	460	7055	550103	
2	2026 Total	26,622,000	-		-		26,622,000	-	-		-	-	-	(0)	7022	552001	
	Smokey Ridge Apts Sewer Pump Station WWTP Lawnmower	410,000	-	-	-	-	-	410,000	-	-	-	-	-	60 60	7032	552001	W
2	2027 Total	21,000 431,000	-	-		-	-	21,000 431,000	-		-		-	60	7135	554001	W
2	Dump Truck (22-03)	80,000	-	-	-	-		451,000	- 80,000	-	-	-	-	60	7035	554001	W
	Eastside Transmission Main	· · · · · ·	-	-	-	-	-	-	,	-	-	-	-	460		550103	
		5,100,000	-	-	-	-	-	-	5,100,000 500,000	-	-	-	-	460 460	1014	550103	п
	Highland Lake Rd. to Elkamet/Demmel	500,000	-	-	-	-	-	-	,	-	-	-	-		1014		R
	NCDOT - Kanuga	2,700,000 2,500,000	-	-	-	-	-	-	2,700,000 2,500,000	-	-	-	-	460	1014 1014	550103 550103	
	NCDOT Blythe Skid Steer, Construction Crew (50-00)	2,500,000	-	-	-	-	-	-		-	-	-	-	460 60	7002	554001	W
			-	-	-	-	-	-	108,000 502,000	-	-	-	-	460		550103	
	Willow Rd. and Price Rd. Improvements WTP - Centrifuge Replacement	502,000 1,200,000	-	-	-	-	-	-	1,200,000	-	-	-	-	460	1014 1014	550103	R
2	2028 Total	12,690,000	-	-	-	-		-	12,690,000	-	-		-	400	1014	550105	
2	Brittain Creek Sewer Replacement G-03	2,500,000	-	-	-	-		-	12,090,000	2,500,000		-	-	460	7155	550103	
	Brookwood Sewer Pump Station Replacement	359,000	-	-	-	-		-	-	359,000		-	-	400 60	7032	555003	W
2	2029 Total	2,859,000	-		-		-			2,859,000	-			00	7032	555005	
2	Slope Mower	108,000	-					-		2,859,000	108,000		-	60	7155	554001	W
	Soll Screen	45,000	-	-	-	-	-	-	-	-	45,000	-	-	60 60	7133	554001	W
	Tapping Machine (4" to 12")	43,000 64,000	-	-	-	-	-	-	-	-	43,000 64,000	-	-	60 60	7002	554001	W
	Trailer mounted sewer jetter (29-04)	56,000	-	-	-	-	-	-	-	-	56,000	-	-	60 60	7055	554001	W
	Vacuum Excavator	64,000	-	-	-	-	-	-	-	-	56,000 64,000	-	-	60 60	7133	554001	W
2	2030 Total	337,000	-			-			-		337,000		-	00	7002	334001	
2	16-inch Transmission Water Main from WTP to Ewart Hill Slip Lining	3,881,000	-	-	-	-	-	-	-	-	557,000	3,881,000	-	460	7055	550103	
	Bradley Creek Raw Water Line Sliplining	2,962,000	-	-	-	-	-	-	-	-	-	2,962,000	-	460	7055	550103	
	Fruitland Rd. Water Main Extension	2,902,000		-	-	-	-	-	-	-	-	2,902,000	-	460	7055	550103	
	Howard Gap Rd. Water Extension Mid	2,029,000	-	-	-	-	-	-	-	-	-	2,029,000	-	460	7055	550103	
	Howard Gap Rd. Water Extension Mid Howard Gap Rd. Water Extension North End	1,230,000	-	-	-	-	-	-	-	-	-	1,230,000	-	460	7055	550103	
2	2031 Total	12,111,000	-			-		-	-		-	12,111,000	-	400	1055	550105	
2	North Fork Raw Water Line Sliplining	3,978,000	-	-	-	-		-	-	-	-	12,111,000	3,978,000	460	7002	550103	
	Pace Rd. Water Main Extension and Interconnect	1,384,000	-	-	-	-	-	-	-	-	-	-	1,384,000	460	7002	550103	
		3,128,000	-	-	-	-	-	-	-	-	-	-	3,128,000	460 460		550103	
	Southside Water System Improvements		-	-	-	-	-	-	-	-	-	-			7002		
	S. Rugby Road Water Main Interconnect	1,935,000	-	-	-	-	-	-	-	-	-	-	1,935,000	460	7002	550103	
	S. Mills Gap Rd. Water Main Extension	1,421,000	-	-	-	-	-	-	-	-	-	-	1,421,000	460 460	7002 7002	550103 550103	
	WTP Raw Water Intake - Mills River	1,073,330 12,919,330	-	-	-	-		-	-	-	-	-	1,073,330 12,919,330	400	7002	330103	
						-	-	-	-				1/919330				

					FY2	0-21			FY2	1-22			FY2	2-23			FY2	3-24			FY24	-25			FY25-	-26
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3 Q4
Project	Project #	Funding Source	Estimated Cost	Jul	Oct	Jan	Apr																			Jan Apr
				-	-	-	-	-	-	-		-	-		-	-		-	-	-	-	-	-	-	-	
NCDOT - Shepherd / Erkwood	17119	Reserve	150,000		Dec	Mar P	Jun	Sep	Dec	Mar	Jun	Sep	Dec	Mar	Jun	Sep	Dec				Dec uisition				Dec N ent Du	Mar Jun
NCDOT - Old Airport Road	17115	Reserve	700,000			-	Р											Eval			usition			-		Design
Basin Six I&I Study	20009	Reserve	150,000									-				******		Study		1		- 1			0	truction
Multi-Area Streambank Restoration	16012	2022 SRF	2,982,484						P									Bidd						•	bleted	luction
WWTP Master Plan	190072	Reserve	300,000						<u> </u>							······L		Diuu	ng			_		Com	neteu	
Etowah Water Improvements	16003	2020 Rev. Bond	7,000,000									-														
Northside Water Improvements	16003	2022 SRF	5,370,932								Р							-								
NCDOT - I-26	17141	2023 Rev. Bond	3,941,645								-							Р								
Hebron Pressure Zone Water Improvements	19037	Reserve	450,000																							
Clear Creek Interceptor	18033	2022 Rev. Bond	4,078,232																							
7th Avene Streetscape - Water Replacement	18022	Reserve	300,000																							
Ewart Hill Reservior Rehabilitation	19025	Reserve	500,000																							
French Broad River Intake	16007	2020 SRF	17,209,228														P									
NCDOT - Highland Lake Road	17127	Reserve	400,000										P													
4th and Ashe Improvements	18017	2023 SRF	2,683,620										-		Р											
Church Street Improvements	19014	2022 Rev. Bond	5,780,000																							
WTP Master Plan	20026	Reserve	300,000																							
Rutledge Road Improvements	17002	Reserve	476,000																							
Old Brickyard Road	20010	Reserve	460,000															-								
Mud Creek Interceptor Replacement	18032	2024 SRF	8,802,000		Е	E	E	E	E			~					Р									
Water Distribution System Master Plan Update	TBD	Reserve	300,000															-								
WTP 15 MGD Expansion	19207	2023 Rev. Bond	1,387,000																							
North Fork Reservior Dredging	19010	2023 Rev. Bond	800,000																							
Biosolids Handling and Disposal Dryer - Phase I	16036	2023 Rev. Bond	13,235,000																*****				~~~~~			
WWTP UV Disinfection System	16023	2023 Rev. Bond	1,794,000																							
Equalization Basin I&I Improvements	19013	2023 Rev. Bond	6,000,000																							
Sewer Collection System Master Plan Update	TBD	Reserve	300,000																							
Long John Mountain Interconnect	18014	2026 Rev. Bond	8,450,000										E	E	E	E	E									
NCDOT - Highway 191	16126	2028 Rev. Bond	11,275,000							1																
NCDOT - Highway 64	18140	2028 Rev. Bond	1,200,000											1												
NCDOT - White/South Main	17126	2028 Rev. Bond	4,000,000																							
TOTAL PROJECT COST			110,775,141																							



Market Increase = 10.00% July 1st, 2021 - June 30th, 2022

Grade	e Job Classification Title	Minimum	Midpoint	Maximum
1	Not assigned	22,609.96	28,510.73	34,406.48
		<u>a</u> *		· · · · · · · · · · · · · · · · · · ·
2	Not assigned	23,740.46	29,936.26	36,126.80
				· · · · · · · · · · · · · · · · · · ·
3	Not assigned	24,927.48	31,433.08	37,933.15
				· · · · · · · · · · · · · · · · · · ·
4	Not assigned	26,173.86	33,004.73	39,829.80
5	Not assigned	27,482.55	34,654.97	41,821.29
6	Environmental Services Worker I	28,856.68	36,387.72	43,912.36
6	Property Maintenance Worker I	28,856.68	36,387.72	43,912.36
6	Street Maintenance Worker I	28,856.68	36,387.72	43,912.36
7	Customer Service Collection Specialist	30,299.51	38,207.10	46,107.97
7	Facilities Maintenance Technician	30,299.51	38,207.10	46,107.97
8	Administrative Assistant I	31,814.49	40,117.46	48,413.37
8	Customer Service Representative	31,814.49	40,117.46	48,413.37
8	Environmental Services Worker II	31,814.49	40,117.46	48,413.37
8	Line Maintenance Mechanic I	31,814.49	40,117.46	48,413.37
8	Meter Services Technician	31,814.49	40,117.46	48,413.37
8	Police Support Specialist	31,814.49	40,117.46	48,413.37
8	Property Maintenance Worker II	31,814.49	40,117.46	48,413.37
8	Street Maintenance Worker II	31,814.49	40,117.46	48,413.37
8	Warehouse Specialist	31,814.49	40,117.46	48,413.37
8	WTP Operator I	31,814.49	40,117.46	48,413.37
8	WWTP Operator I	31,814.49	40,117.46	48,413.37
9	Evidence Technician/Admin Assistant	33,405.21	42,123.33	50,834.04
9	Facilities Maintenance Mechanic I	33,405.21	42,123.33	50,834.04
9	Senior Police Support Specialist	33,405.21	42,123.33	50,834.04
9	Traffic Control Technician I	33,405.21	42,123.33	50,834.04

Market Increase = 10.00% July 1st, 2021 - June 30th, 2022

Grade	*Market Increase = 10.00% July 1st, 2 Job Classification Title	Minimum	Midpoint	Maximum
			-	
10	Building Maintenance Technician	35,075.47	44,229.50	53,375.74
10	Environmental Services Equip Operator	35,075.47	44,229.50	53,375.74
10	Fleet Technician I	35,075.47	44,229.50	53,375.74
10	Line Maintenance Mechanic II	35,075.47	44,229.50	53,375.74
10	Property Maintenance Equip Operator	35,075.47	44,229.50	53,375.74
10	Telecommunicator	35,075.47	44,229.50	53,375.74
10	Street Maintenance Equipment Operator	35,075.47	44,229.50	53,375.74
10	Utility Billing Specialist	35,075.47	44,229.50	53,375.74
10	Utilities Locator	35,075.47	44,229.50	53,375.74
10	WTP Operator II	35,075.47	44,229.50	53,375.74
10	WWTP Operator II	35,075.47	44,229.50	53,375.74
·				
11	Administrative Assistant II	36,829.24	46,440.97	56,044.53
11	Downtown Event Coordinator	36,829.24	46,440.97	56,044.53
11	Environmental Services Crew Leader	36,829.24	46,440.97	56,044.53
11	Facilities Maintenance Mechanic II	36,829.24	46,440.97	56,044.53
11	Firefighter/EMT	36,829.24	46,440.97	56,044.53
11	Generator Maintenance Technician	36,829.24	46,440.97	56,044.53
11	Lead Telecommunicator	36,829.24	46,440.97	56,044.53
11	Property Maintenance Crew Leader	36,829.24	46,440.97	56,044.53
11	Street Maintenance Crew Leader	36,829.24	46,440.97	56,044.53
11	Traffic Control Technician II	36,829.24	46,440.97	56,044.53
11	Utility Operations Support Specialist	36,829.24	46,440.97	56,044.53
11	Utility Production Specialist	36,829.24	46,440.97	56,044.53
	· · · · · · · · · · · · · · · · · · ·			
12	CCTV Crew Leader	38,670.71	48,763.02	58,846.76
12	Fire Inspector I	38,670.71	48,763.02	58,846.76
12	Fleet Technician II	38,670.71	48,763.02	58,846.76
12	Inflow Infiltration Technician	38,670.71	48,763.02	58,846.76
12	Leak Detection Technician	38,670.71	48,763.02	58,846.76
12	Line Maintenance Crew Leader	38,670.71	48,763.02	58,846.76
12	Police Officer	38,670.71	48,763.02	58,846.76
12	Senior Firefighter/EMT	38,670.71	48,763.02	58,846.76
12	WTP Operator III	38,670.71	48,763.02	58,846.76
12	WWTP Operator III	38,670.71	48,763.02	58,846.76
12	Zoning Enforcement Officer	38,670.71	48,763.02	58,846.76

Market Increase = 10.00% July 1st, 2021 - June 30th, 2022

Grade	Job Classification Title	Minimum	Midpoint	Maximum
13	Administrative Assistant III	40,604.25	51,201.17	61,789.10
13	Fire Engineer	40,604.24	51,201.17	61,789.10
13	Fire Inspector II	40,604.24	51,201.17	61,789.10
13	GIS Technician I	40,604.24	51,201.17	61,789.10
13	Parking Services Supervisor	40,604.24	51,201.17	61,789.10
13	Police Communications Supervisor	40,604.24	51,201.17	61,789.10
13	Revenue Clerk	40,604.24	51,201.17	61,789.10
13	Utilities Operations Support Supervisor	40,604.24	51,201.17	61,789.10
13	WTP Laboratory Technician	40,604.24	51,201.17	61,789.10
13	WWTP Laboratory Technician	40,604.24	51,201.17	61,789.10

14	Accounting Coordinator	42,634.45	53,761.22	64,878.55
14	Customer Service Supervisor	42,634.45	53,761.22	64,878.55
14	Engineering Technician I	42,634.45	53,761.22	64,878.55
14	Environmental Complaince Coordinator	42,634.45	53,761.23	64,878.55
14	Fire and Life Safety Educator	42,634.45	53,761.23	64,878.55
14	Fleet Technician III	42,634.45	53,761.22	64,878.55
14	Instrumentation & Electrical Technician	42,634.45	53,761.23	64,878.55
14	Meter Services Supervisor	42,634.45	53,761.23	64,878.55
14	Paralegal & Grants Coordinator	42,634.45	53,761.23	64,878.55
14	Police Detective	42,634.45	53,761.23	64,878.55

15	AMI Data Analyst	44,766.18	56,449.29	68,122.48
15	Assistant Fire Marshal	44,766.17	56,449.29	68,122.48
15	Assistant to the Utilities Director	44,766.17	56,449.29	68,122.48
15	Budget & Management Analyst I	44,766.18	56,449.29	68,122.48
15	Building Maintenance Supervisor	44,766.18	56,449.29	68,122.48
15	Chief WTP Operator	44,766.18	56,449.29	68,122.48
15	Chief WWTP Operator	44,766.18	56,449.29	68,122.48
15	Construction Inspector I	44,766.18	56,449.29	68,122.48
15	Engineering Technician II	44,766.18	56,449.29	68,122.48
15	Environmental Services Supervisor	44,766.18	56,449.29	68,122.48
15	Facilities Maintenance Supervisor	44,766.18	56,449.29	68,122.48
15	Fire Lieutenant	44,766.18	56,449.29	68,122.48
15	Fleet Coordinator	44,766.17	56,449.29	68,122.48

Market Increase = 10.00% July 1st, 2021 - June 30th, 2022

Grade	Job Classification Title	Minimum	Midpoint	Maximum
15	IT Analyst I	44,766.18	56,449.29	68,122.48
15	GIS Technicain II	44,766.18	56,449.29	68,122.48
15	Human Resources Analyst	44,766.18	56,449.29	68,122.48
15	Human Resources Coordinator	44,766.18	56,449.29	68,122.48
15	Planner I	44,766.18	56,449.29	68,122.48
15	Police Sergeant	44,766.18	56,449.29	68,122.48
15	Property Maintenance Supervisor	44,766.18	56,449.29	68,122.48
15	Sewer Collection Systems Supervisor	44,766.18	56,449.29	68,122.48
15	Street Maintenance Supervisor	44,766.18	56,449.29	68,122.48
15	Traffic Control Supervisor	44,766.18	56,449.29	68,122.48
15	Water Distribution Systems Supervisor	44,766.18	56,449.29	68,122.48
15	WTP Laboratory Supervisor	44,766.18	56,449.29	68,122.48
15	WWTP Laboratory Supervisor	44,766.18	56,449.29	68,122.48
. <u> </u>	· · · ·			
16	Accountant I	47,004.49	59,271.75	71,528.60
16	Construction Inspector II	47,004.49	59,271.75	71,528.60
16	Engineering Technician III	47,004.49	59,271.75	71,528.60
16	Fleet Shop Foreman	47,004.49	59,271.75	71,528.60
16	Stormwater Technician	47,004.49	59,271.75	71,528.60
		·		
17	Accountant II	49,354.71	62,235.34	75,105.03
17	Budget & Management Analyst II	49,354.71	62,235.34	75,105.03
17	Construction Inspector III	49,354.71	62,235.34	75,105.03
17	GIS Technician III	49,354.71	62,235.34	75,105.03
17	Human Resources Analyst II	49,354.71	62,235.34	75,105.03
17	Human Resources Coordinator II	49,354.71	62,235.34	75,105.03
17	Planner II	49,354.71	62,235.34	75,105.03
18	Accounting Supervisor	51,822.44	65,347.11	78,860.28
18	Cityworks Administrator	51,822.44	65,347.11	78,860.28
18	Civil Engineer I	51,822.44	65,347.11	78,860.28
18	Construction Manager	51,822.44	65,347.11	78,860.28
18	Deputy Fire Marshal	51,822.44	65,347.11	78,860.28
18	Fire Captain	51,822.44	65,347.11	78,860.28
18	Fire Training Officer	51,822.44	65,347.11	78,860.28
18	Fleet Manager	51,822.44	65,347.11	78,860.29
18	Purchasing Administrator	51,822.44	65,347.11	78,860.29
18	Revenue Supervisor	51,822.44	65,347.11	78,860.28
18	Wastewater Treatment Facilities Manager	51,822.44	65,347.11	78,860.28
18	Water Treatment Facilities Manager	51,822.44	65,347.11	78,860.28
<u>.</u>				

Pay & Classification Schedule

City of Hendersonville Pay and Classification Schedule

Market Increase = 10.00% July 1st, 2021 - June 30th, 2022

	Market Increase = 10.00% July 1st, 2021 - June 30th, 2022				
Grade		Minimum	Midpoint	Maximum	
19	Police Lieutenant	54,413.57	68,614.46	82,803.30	
r			r		
20	Civil Engineer II	57,134.25	72,045.18	86,943.46	
20	Downtown Division Manager	57,134.24	72,045.18	86,943.46	
20	Fire Battalion Chief	57,134.25	72,045.19	86,943.46	
20	Senior Accountant	57,134.25	72,045.19	86,943.46	
20	Stormwater Administrator	57,134.25	72,045.19	86,943.46	
20	Utilities Technology Manager	57,134.25	72,045.19	86,943.46	
			1		
21	Fire Marshal	59,990.96	75,647.45	91,290.64	
22	Assistant Finance Director	62,990.51	79,429.82	95,855.17	
22	Assistant Public Works Director	62,990.51	79,429.82	95,855.17	
22	City Clerk	62,990.51	79,429.82	95,855.17	
22	Civil Engineer III	62,990.51	79,429.82	95,855.17	
22	Communications Manager	62,990.51	79,429.82	95,855.17	
22	GIS Administrator	62,990.51	79,429.82	95,855.17	
22	Planning Division Manager	62,990.51	79,429.82	95,855.17	
22	Operations Manager	62,990.51	79,429.82	95,855.17	
22	Police Captain	62,990.51	79,429.82	95,855.17	
23	Assistant Police Chief	66,140.03	83,401.31	100,647.93	
23	Deputy Fire Chief	66,140.03	83,401.31	100,647.93	
24	Civil Engineer IV	69,447.03	87,571.38	105,680.32	
25	Not assigned	72,919.38	91,949.94	110,964.34	
26	Not assigned	76,565.36	96,547.45	116,512.56	
27	Not assigned	80,393.62	101,374.81	122,338.18	
28	City Engineer	84,413.30	106,443.55	128,455.09	
28	Community Development Director	84,413.31	106,443.56	128,455.10	
28	Finance Director	84,413.30	106,443.55	128,455.09	
28	Fire Chief	84,413.30	106,443.55	128,455.09	
28	Human Resources Director	84,413.30	106,443.55	128,455.09	
28	Police Chief	84,413.30	106,443.55	128,455.09	
28	Public Works Director	84,413.30	106,443.55	128,455.09	
28	Utilities Director	84,413.30	106,443.55	128,455.09	
-	I	,	/	,	

Market Increase = 10.00% July 1st, 2021 - June 30th, 2022

Grade	Job Classification Title	Minimum	Midpoint	Maximum
29	Not assigned	88,633.97	111,765.73	134,877.85
30	Not assigned	93,065.67	117,354.02	141,621.74
31	Assistant City Manager	97,718.95	123,221.72	148,702.83
32	Not assigned	102,604.90	129,382.81	156,137.97
33	Not assigned	107,735.14	135,851.95	163,944.87
34	Not assigned	113,121.90	142,644.54	172,142.11
35	Not assigned	118,777.99	149,776.77	180,749.22
r			Γ	r1
36	Not assigned	124,716.89	157,265.61	189,786.68

FY2

Pay Scal	e – Summary
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GRADE	MIN	MID	MAX
1	22,609.96	28,510.73	34,406.48
2	23,740.46	29,936.26	36,126.80
3	24,927.48	31,433.08	37,933.15
4	26,173.86	33,004.73	39,829.80
5	27,482.55	34,654.97	41,821.29
6	28,856.68	36,387.72	43,912.36
7	30,299.51	38,207.10	46,107.97
8	31,814.49	40,117.46	48,413.37
9	33,405.21	42,123.33	50,834.04
10	35,075.47	44,229.50	53,375.74
10	36,829.24	46,440.97	56,044.53
11	38,670.71	48,763.02	58,846.76
12	40,604.24	51,201.17	61,789.10
13	42,634.45	53,761.23	64,878.55
14	44,766.18	56,449.29	68,122.48
16	47,004.49	59,271.75	71,528.60
10	49,354.71	62,235.34	75,105.03
18	51,822.44	65,347.11	78,860.28
10	54,413.57	68,614.46	82,803.30
20	57,134.25	72,045.19	86,943.46
20	59,990.96	75,647.45	91,290.64
22	62,990.51	79,429.82	95,855.17
23	66,140.03	83,401.31	100,647.93
24	69,447.03	87,571.38	105,680.32
25	72,919.38	91,949.94	110,964.34
26	76,565.36	96,547.45	116,512.56
27	80,393.62	101,374.81	122,338.18
28	84,413.30	106,443.55	128,455.09
29	88,633.97	111,765.73	134,877.85
30	93,065.67	117,354.02	141,621.74
31	97,718.95	123,221.72	148,702.83
32	102,604.90	129,382.81	156,137.97
33	107,735.14	135,851.95	163,944.87
34	113,121.90	142,644.54	172,142.11
35	118,777.99	149,776.77	180,749.22
36	124,716.89	157,265.61	189,786.68



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY PLANNING DIVISION

SUBMITTER:	Lew Holloway – Community Development Director	MEETING DATE:	June 3rd, 2021
AGENDA SECTION:	PUBLIC HEARING	DEPARTMENT:	Community Development

TITLE OF ITEM: Annexation Public Hearing: Interfaith Assistance Ministry (P21-26-ANX) – *Lew Holloway, Community Development Director*

SUGGESTED MOTION(S):

1. <u>For Approval:</u>	2. <u>For Denial:</u>
I move Council adopt <i>An Ordinance of the City of</i> <i>Hendersonville City Council to Extend the Corporate</i> <i>Limits of the City as a Contiguous Annexation</i> , to annex that property owned by Interfaith Assistance Ministries, identified as PIN 9579-35-2187, finding that the standards established by North Carolina General Statute 160A-31have been satisfied and that the annexation is in the best interest of the City.	I move that City Council deny the petition received from Interfaith Assistance Ministry, requesting the annexation of that property having a PIN of 9579-35- 2187.

SUMMARY:The City of Hendersonville has received a petition from Interfaith Assistance Ministry for contiguous annexation of PIN 9579-35-2187 located on Jack Street that is approximately 0.333 acres. Please refer to the attached maps for additional information.

On May 6th, 2021 City Council accepted the City Clerk's Certificate of Sufficiency for the petition submitted by Interfaith Assistance Ministry and set June 3rd, 2021 as the date for the public hearing.

PROJECT/PETITIONER NUMBER:	P21-26-ANX	
PETITIONER NAME:	Interfaith Assistance Ministry	
ATTACHMENTS:	 Annexation Ordinance Resolution to Set Public Hearing Annexation Application Certificate of Sufficiency Deed Plat Legal Description GIS Map w/distance to corporate limits 	

Section 7, Item B.

Ordinance #___-

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

WHEREAS, The City of Hendersonville has been petitioned by Interfaith Assistance Ministry pursuant to North Carolina General Statutes (NCGS) 160A-31, as amended, to annex the area described herein below; and,

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

WHEREAS, a public hearing on the question of this annexation was held at City Hall, Hendersonville, NC at 5:45 pm, on the 3rd day of June, 2021, after due notice by publication as provided by law on May 23rd and May 30th, 2021; and,

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

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

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

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

1: By virtue of the authority granted by N.C.G.S. 160A-31, as amended, the following described contiguous area is hereby annexed and made part of the City of Hendersonville as of the third day of June 2021.

Being all of that real property shown on that plat recorded on Deed Book 3424; page 191, Plat Slide 2086 of the Henderson County Registry, and being described by metes and bounds as follows:

Beginning at an existing iron pipe in the existing City of Hendersonville boundary, said existing iron pipe is situated N 53°45'53"E with a grid distance of 1996.11' and a ground distance of 1996.56' from N.C.G.S. Monument "LINDA" with (NAD 83-2007) coordinates of a Northing of 594021.43' and an Easting of 971614.94' and runs thence with the existing City of Hendersonville boundary S 79°19'50" E for a distance of 44.69' to an existing iron pipe;

Thence continuing with the existing City of Hendersonville boundary S 61°32'24" E for a distance of 61.03' to an existing iron stake; Thence leaving the existing City of Hendersonville boundary and running with the proposed New City of Hendersonville boundary N 63°40'04" E for a distance of 138.53' to an existing iron pipe within the 50' right of way for Jack Street (S.R. 1750) and runs Thence N 44°04'57" W for a distance of 109.46' to an existing iron stake within the right of way of Jack Street and in the existing City of Hendersonville boundary;

Thence, and with the existing City of Hendersonville boundary S 54°47'43" W for a distance of 178.17' to the Point and Place of Beginning, said parcel containing 0.333 acre, more or less.

2: Upon and after the third day of June 2021, 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 _____ day of _____, 20____.

Attest: Hendersonville Barbara G. Volk, Mayor, City of

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, <u>Amy H. Knight</u>, a Notary Public in Henderson County, State of North Carolina, do hereby certify that <u>Barbara G. Volk</u> in her capacity of <u>Mayor of the City of Hendersonville</u>; <u>Angela L.</u> <u>Reece</u>, in her capacity of <u>City Clerk</u>; and <u>Angela S. Beeker</u>, in her capacity as <u>City Attorney</u>, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of _____, 2020.

My commission expires:

Amy H. Knight



CITY OF HENDERSONVILLE DEVELOPMENT ASSISTANCE DEPARTMENT

100 N. King St. ~ Hendersonville, NC ~ 28792 Phone (828) 697-3010 ~ Fax (828) 697-6185 www.hendersonvillenc.gov

PETITION REQUESTING ANNEXATION

 The following are required to constitute a complete application for voluntary annexation: ~This form including the property owner's signature ~A copy of the deed indicating ownership of the property. ~A survey plat (8 1/2 " by 11") of the property prepared by a registered surveyor licensed to practice in the state of North Carolina. 			
~ A typed boundary description of the property, in digital format if possible.			
Date April 15, 2021 Location / Property Address 119 Jack St.			
List 10 digit PIN or 7 digit PID number 9579352187			
Does this property adjoin the present City Limits?			
Is the property within the ETJ? YES NO			
Reason for annexation Already recombined with 310 Freeman St, building a Thrift Store and connecting to city sewer. Property adjoins city limits on the west and north lines of the subject			
Applicant Name Interfaith Assistance Ministry			
Address PO Box 2562 Hendersonville, NC 28793			
Phone 828 697 7029 Fax Email elizabethmoss@iam-			
Property Owner: Name Interfaith Assistance Ministry			
Address PO Box 2562 Hendersonville, NC 28793			
Signature Eugo de Mo SS			
Elizabeth Moss, Executive Director			
Printed Name			
Official Use: DATE RECEIVED: BY			
Annexation Page 1 of 1 Application Rev. 2.2020			

CERTIFICATE OF SUFFICIENCY

Re: Petition for Contiguous Annexation Petitioners: Interfaith Assistance Ministry File No. P21-26-ANX

To the Honorable Mayor and members of the City Council of Hendersonville, North

Carolina:

I, Angela L. Reece, City Clerk, being first duly sworn, hereby certify that:

- A petition has been received for contiguous annexation of that property consisting of +/-0.35 acres located at 119 Jack Street in Hendersonville, NC, being tax parcel (PIN 9579352187), and being more particularly described on that plat recorded in Deed Book 3424 at Page 191, in the Henderson County, North Carolina Register of Deeds Office, hereinafter "Petition."
- 2. An investigation has been completed as required by N.C.G.S. § 160A-58.2 of the Petition for compliance with the requirements of N.C.G.S. § 160A-58.1.

Based upon this investigation, I find that

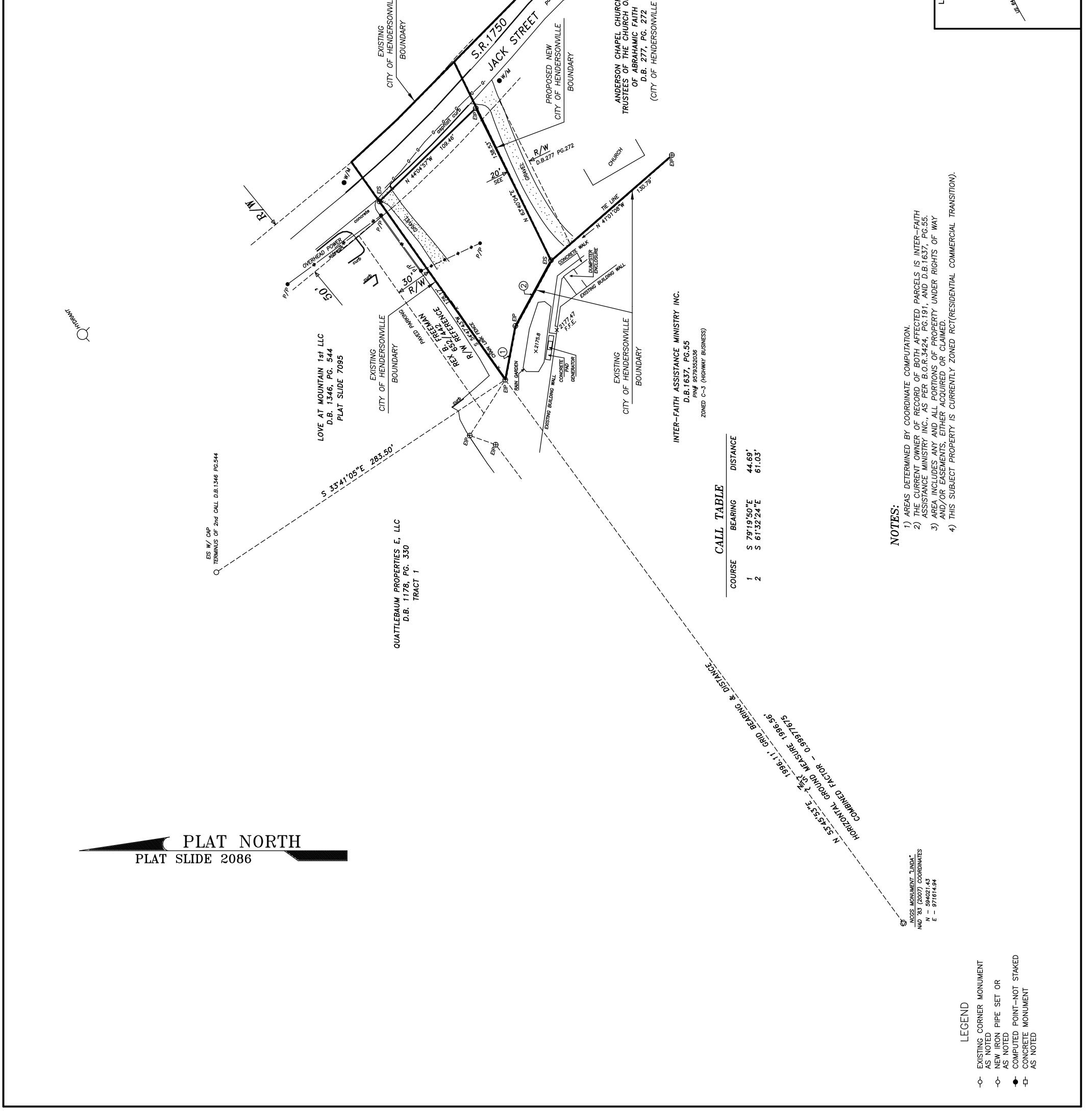
- 1. The Petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed contiguous area.
- 2. The Petition includes the names and addresses and signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S. 160A-58.1(a).
- 3. The area is situated so the City will be able to provide the same services within the proposed corporate limits that is provided within the primary corporate limits.
- 4. The area proposed for annexation is not a subdivision as defined in N.C.G.S. §160A-376 (now N.C.G.S. § 160D-802).
- 5. The area for annexation meets all other requirements defined in NC 160A-58.54 regarding the character of the area to be annexed.

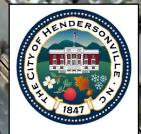
Having made the findings stated above, I hereby certify the Petition appears to be valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this ____28___ day of __April_____, 2021.

Angela L. Reece, City Clerk

ANNEXATION PLAT FOR THE CITY OF HENDERSONVILLE TAX PARCEL: 9579352187 PREPARED FOR (OWNER): TAX PARCEL: 9579352187 PREPARED FOR (OWNER): PREPARED FOR (O	I, <u>STACY KENT RHODES</u> , PROFESSIONAL LAND SURVEYOR, certify that this plat represents a survey of an existing parcel or parcels of land and does not create a new street or change an existing street. G.S. 47–30 (f) (11) (c)	I, <u>STACY KENT RHORES</u> , a PROFESSIONAL LAND SURVEYOR, criftly that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book <u>AS</u> .) Page <u>SHOW</u> .); that the boundaries not surveyed are clearly indicated drawn from information found in Book <u>AS</u> . Page <u>SHOW</u> .; that this plat was prepared in acculated is 17, <u>10,000</u> ; that this plat was prepared in accudance with G.S. 47–30 as amended. Witness my original signature, registration number and seal. this day of, A.D., 20	PURPOSE STATEMENT THE PURPOSE OF THIS PLAT IS TO ANNEX PARCEL (PIN# 9579352187) (0.00 CONTIGUOUS ACRE+-) INTO THE CITY LIMITS OF HENDERSONVILLE AS SHOWN ON THIS SURVEY.	$\frac{40}{\text{GRAPHIC SCALE} - \text{FEET}}$ $\frac{40}{\text{GRAPHIC SCALE} - \text{FEET}}$ $SCALE 1"= 40"$	REFERENCES: SURVEY BY DED: B.O.R.3424 PG.191 SURVEY BY PLAT: SURVEY BY PLAT: SURVEY BY PLAT: NC PLS 2959 PLAT: NC PLS 2959 PLAT: NC PLS 2959 TAX ID REFERENCE: SCREEN FLC: 9579352187 NC PLS 2959 SCREEN FILE: 12-11175 NC FILS 2959 DWG FILE: 12-11175 NC FILM #C-1129 DWG FILE: 12-11175 SA5 SOUTH GROVE STREET DWG FILE: 12-11175 S45 SOUTH CROVE STREET DWG FILE: 12-11175 S45 SOUTH CROVE STREET DWG FILE: 12-11175 S45 SOUTH CROVE STREET PUNDES: FAX: (828) 693-1022 FAX: (828) 693-4019 FAX: (828) 693-4019	DATE: MARCH 25th, 2021 DRAWN BY: DKS / SLW JOB NUMBER: 12–111
	ONVILLE	HURCH CH OF GOD MITH 272 WILLE ETU)			LOCATION MAP (NTS)	





City of Hendersonville April 2021



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ORRS CAMP RD

Contiguous Annexation Map

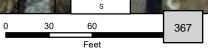
Community Development Department

PIN 9579-35-2187 Approximately 0.333 Acres

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11111







This document presented and filed: 12/09/2019 02:10:07 PM

WLK

WILLIAM LEE KING, Henderson COUNTY, NC Transfer Tax: \$200.00

NORTH CAROLINA GENERAL WARRANTY DEED



 \rightarrow YYM Excise Tax: \$200.00

Parcel Identifier No. <u>115170</u> By:	Verified by	County on the day of	, 20
Mail/Box to: This instrument was prepared by:	William G. Burgin, III Tuggle Dugg	ins PO Box 2888, Greensboro, NC 27402 (w/out title	examination)
÷ •	: <u>119 Jack Street, Hendersonvil</u>		
THIS DEED made this	day of	<u>, 2019</u> , by and between	
GRAI	NTOR	GRANTEE	<i></i>
HUNTING CREE	K ASSOCIATES, LLC	INTER-FAITH ASSISTANCE	E
a NC limited liabili	ity company	MINISTRY, INC.	
	• - •	a NC non-profit corporation	
104 Mull Street			
Morganton, NC 286	555	Mailing Address:	
		301 5 th Avenue West	
		Hendersonville, NC 28739	

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain Township, <u>Henderson</u> County, North lot or parcel of land situated in the City of Carolina and more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1201 page 16 All or a portion of the property herein conveyed $\underline{\ }$ includes or $\underline{\ } x_{\underline{\ }}$ does not include the primary residence of a Grantor. A map showing the above described property is recorded in Plat Book (Cabinet) <u>B</u> page <u>303A</u>.

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TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Restrictions, easements, rights of way of record, if any, and ad valorem taxes for the current year.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

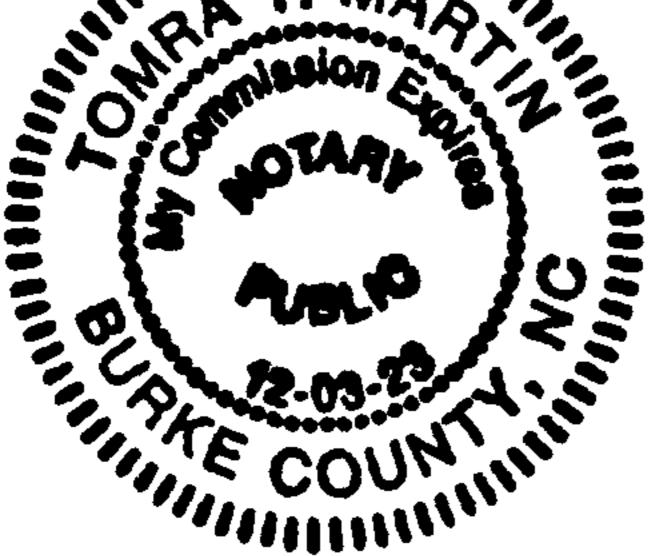
HUNTING CREEK ASSOCIATES, LLC, a North Carolina limited liability company By: <u>1. 22</u> (SEAL) C. Michael Fulenwider II, Authorized Signatory

State of North Carolina - County of Burke

I, the undersigned Notary Public of the County of Burke and State aforesaid, certify C. Michael Fulenwider II personally came before me this day and acknowledged that he is an Authorized Signatory of Hunting Creek Associates, LLC, a North Carolina limited liability company, and that by authority duly gives and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 22 day of November, 2019.

My Commission Expires: 12-03-23 (Affix Seal)

Notary Public ar omra Notary's Printed or Typed Name



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Book 3424 Page 193

Exhibit "A"

(Description of Real Property)

BEING all of LOTS 20 and 21 of the FREEMAN SUBDIVISION as shown by plat recorded in Plat Book 4 at Page 27 and reindexed in Plat Cabinet B, Slide 303A, Henderson County Registry, and more specifically described as follows:

BEGINNING at a point in the southwest margin of Jack Avenue also known as Jack Street (SR1750), said point located 321.3 feet measured along said margin of said Jack Avenue in a southeasterly direction from its intersection with the southeast margin of Highway 64 East (formerly Old Chimney Rock Highway) as shown on said plat, said beginning point being the extreme eastern corner of Lot 19 of the Freeman Subdivision as shown by plat recorded in Plat Book 4 at Page 27 and reindexed in Plat Cabinet B, Slide 303A, Henderson County Registry, and running thence with said margin of said Avenue, South 49° East 108.7 feet to a point, corner of Lot 22 of the Freeman Subdivision as shown by plat recorded in Plat Book 4 at Page 27 and reindexed in Plat Cabinet B, Slide 303A, Henderson County Registry; thence of Lot 22 of the Freeman Subdivision as shown by plat recorded in Plat Book 4 at Page 27 and reindexed in Plat Cabinet B, Slide 303A, Henderson County Registry; thence with line of Lot 22, South 60° West 150 feet to a point; thence North 64° West 61 feet to a point; thence North 79° West 44.6 feet to a point, southernmost corner of Lot 19; thence with line of Lot 19, North 51° 30' East 183 feet to the BEGINNING.

1285019v2

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RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL FIXING DATE OF PUBLIC HEARING ON OUESTION **OF CONTIGUOUS ANNEXATION PURSUANT TO G.S. 160A-31 INTERFAITH ASSISTANCE MINISTRIES P21-26-ANX**

WHEREAS, a petition requesting annexation of the contiguous area described herein has been received: and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made.

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at City Operations Center located at 305 Williams St. Hendersonville NC 28792 at 5:45 p.m. June 3rd, 2021, or as soon thereafter as it may be heard.

Section 2. The area proposed for annexation is described as follows:

BEING all of that real property shown on that plat recorded in Book at page of the Henderson County Registry [to be inserted at recording], and being more particularly described as follows:

Beginning at an existing iron pipe in the existing City of Hendersonville boundary, said existing iron pipe is situated N 53°45'53"E with a grid distance of 1996.11' and a ground distance of 1996.56' from N.C.G.S. Monument "LINDA" with (NAD 83-2007) coordinates of a Northing of 594021.43' and an Easting of 971614.94' and runs thence with the existing City of Hendersonville boundary S 79°19'50" E for a distance of 44.69' to an existing iron pipe; Thence continuing with the existing City of Hendersonville boundary S 61°32'24" E for a distance of 61.03' to an existing iron stake; Thence leaving the existing City of Hendersonville boundary and running with the proposed New City of Hendersonville boundary N 63°40'04" E for a distance of 138.53' to an existing iron pipe within the 50' right of way for Jack Street (S.R. 1750) and runs Thence N 44°04'57" W for a distance of 109.46' to an existing iron stake within the right of way of Jack Street and in the existing City of Hendersonville boundary; Thence, and with the existing City of Hendersonville boundary S 54°47'43" W for a distance of 178.17' to the Point and Place of Beginning, said parcel containing 0.333 acre, more or less.

Section 3. Notice of the public hearing shall be published once in The Hendersonville Times-News, a newspaper having general circulation in the City of Hendersonville, at least 10 days prior to the date of the public hearing.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of May 2021.

Attest:

Angela L. Reece, City Clerk

Barbara G. Volk, Mayor, City of Hendersonville



Account Number:	488558
Customer Name:	City Of Hendersonville
Customer Address:	City Of Hendersonville 160 6Th AVE E City Clerk Hendersonville NC 28792-3775
Contact Name:	Angela Reece
Contact Phone:	828-697-3005
Contact Email:	areece@hvlnc.gov
PO Number:	

Print

Product	#Insertions	Start - End	Category
HEN Times-News	2	05/23/2021 - 05/30/2021	Public Notices
HEN blueridgenow.com	2	05/23/2021 - 05/30/2021	Public Notices

Date:	05/19/2021
Order Number:	5878180
Prepayment Amount:	\$ 0.00

Column Count:	1
Line Count:	137.0000
Height in Inches:	0.0000

Total Order Confirmation	\$37.88
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Ad Preview

PUBLIC HEARING NOTICE Notice is hereby view flot the City of Hendersonville City Generation of Hendersonville City Generations of Hendersonville City Generations of Hendersonville City Generations of Hendersonville City Generations of Hendersonville City Hendersonville NC to consider the Assistance Ministry (Train Living) City City Generations of Henderson City Generations of Henderson City Applications of Henderson International City Applications on Henderson Internation Internation Applications on Henders

the Historic Designation of the Generative Construction of the decod Historic Lendmark. The Mayor and City Cancil Members will thank the organization of the second second second of the designated time at this meeting. The sublic hearing live via 200M. For security built for this public hearing and the sublic hearing and the sublic hearing and the sublic hearing website by visiting the sublic hearing instructions to lon by Zoom website by visiting the sublic hearing and the sublic hearing website by visiting the sublic hearing and the sublic hearing website by visiting the sublic hearing and thearin

Section 7, Item B.

PUBLIC HEARING NOTICE

Notice is hereby given that the City of Hendersonville City Council will hold five public hearings on Thursday, June 3, 2021, at 5:45 p.m., in the City Operations Assembly Room located at 305 Williams Street, Hendersonville NC to consider the following:

- I. Annexation Petition Interfaith Assistance Ministry (P21-26-ANX) Application from Interfaith Assistance Ministry for the contiguous annexation of 0.35 acre tract identified as tax parcel 9579-35-2187 located at 119 Jack Street.
- II. Annexation Petition Oak Preserve (P21-12-ANX) Application from Troy A. Lee of OP Management, LLC and President of TMFL Consultants, Inc. for the contiguous annexation of 5.5 acres identified as tax parcel 9557-88-3870 located at 2201 Old Spartanburg Road.
- III. Conditional Rezoning: Oak Preserve (P21-11-CZD)- Application for a conditional rezoning from Troy A. Lee of OP Management, LLC and President of TMFL Consultants, Inc. The applicant is requesting to rezone the subject property, PIN 9577-88-3870 and located on 2201 Old Spartanburg Road, from Henderson County R1 to City of Hendersonville PRD CZD, Planned Residential Development Conditional Zoning District for the construction of a two-family development containing 15 duplexes with a total of 30 dwelling units on approximately 5.5 acres.
- IV. Conditional Zoning District Amendment West Ave. Villas (P21-24-CZD) -Application to amend a previously approved Conditional Zoning District application from Andrew Riddle of Riddle Development, LLC. The Hendersonville City Council voted to approve the original conditional zoning district at their August 6th, 2020 meeting. The approved project is File #P20-01-CZD. The property is identified as PIN 9568-77-1057 and is currently a vacant lot. The amendment is to add one additional apartment above the garage for a total of 3 apartments instead of the 2 apartments that were approved by City Council. The previously approved Conditional Zoning District was approved for 10 units, the amendment is for a total of 11 units.
- V. Local Landmark Designation Grey Mill Parking Lot & Common Space (H21-10-LL) An ordinance to amend Ordinance #19-1186 to include the parking lot and common area (PIN 9568-88-9541) as part of the Historic Designation of the Grey Hosiery Mill property as a Local Historic Landmark.

The Mayor and City Council Members will attend the hearings in person. Public hearing comments will be accepted from those attending in person at the designated time at this meeting. The public may also view and verbally comment during this public hearing 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 <u>https://www.hendersonvillenc.gov/events-calendar</u>. Comment period instructions will also be displayed at the appropriate times during the meeting.

Anyone wishing to submit digital comments for the public hearings prior to the meeting may visit <u>https://www.hendersonvillenc.gov/comment</u> to submit their comment. Digital comment submissions for public hearings must be received by **8:00 a.m. on June 2, 2021** to be considered by the City Council in accordance with the City's Public Comment Policy and security protocols. All comments and materials submitted are considered public records as defined in §132.1.

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, Angela Reece at 697-3000 no later than 24 hours in advance of the meeting.

Run two times: Sunday, May 23, 2021 Sunday, May 30, 2021



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY PLANNING DIVISION

SUBMITTER:	Lew Holloway – Community Development Director	MEETING DATE:	June 3rd, 2021
AGENDA SECTION:	PUBLIC HEARING	DEPARTMENT:	Community Development

 TITLE OF ITEM:
 Annexation Public Hearing: Oak Preserve (P21-12-ANX) – Lew Holloway, Community Development Director

SUGGESTED MOTION(S):

1. <u>For Recommending Approval:</u>	2. <u>For Recommending Denial:</u>
I move Council adopt <i>An Ordinance of the City of</i> <i>Hendersonville City Council to Extend the Corporate</i> <i>Limits of the City as a Satellite Annexation</i> , annexing the noncontiguous parcel identified as PIN 9577883870, 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.	I move that City Council deny the petition to annex the noncontiguous parcel owned by OP Management, LLC, identified as PIN 9577883870.

SUMMARY:

The City of Hendersonville has received a petition from Troy Lee, Managing Member – OP Management, LLC for noncontiguous annexation of PIN 9577883870. The total property acreage is approximately 5.6 acres and is located at 2201 Old Spartanburg Road. Please refer to the attached maps for additional information.

PROJECT/PETITIONER NUMBER:	P21-12-ANX	
PETITIONER NAME:	Troy Lee, Managing Member – OP Management, LLC.	
ATTACHMENTS:	 Annexation Ordinance Resolution to Set Public Hearing Annexation Application Certificate of Sufficiency Deed Plat Legal Description GIS Map w/distance to corporate limits 	

Section 7, Item C.

Section 7, Item C.

Ordinance #___-

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

WHEREAS, The City of Hendersonville has been petitioned by Troy Lee, Managing Member of OP Management, LLC 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 City Hall, Hendersonville, NC at 5:45 pm, on the 3rd day of June 2021, after due notice by publication as provided by law on May 23rd and May 30th, 2021; 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 313.74 feet.
- b. No point on the proposed satellite corporate limit 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 a subdivision as defined in NCGS 160A-376.
- 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 third day of June 2021.

Being all of that real property shown on that plat recorded in Book ______ at Page ______ of the Henderson County Registry [to be inserted at recording], being also that property described in Book of Record 3693 at Page 10 in the Henderson County Registry, and being described by metes and bounds as follows:

BEGINNING at a point in the approximate centerline of Old Spartanburg Road (S.R. 1828), a paved road, said point being the southeasternmost corner of Deed Book 3693 at Page 10 of the Henderson County Registry, and moving thence from said beginning point along and with the approximate centerline of the paved road, North 29 deg. 17 min. 30 sec. West 100.13 feet to a point; thence North 29 deg. 15 min. 36 sec. West 64.36 feet to a point; thence North 28 deg. 38 min. 48 sec. West 54.95 feet to a point; thence North 28 deg. 33 min. 26 sec. West 59.36 feet to a point; thence North 27 deg. 27 min. 01 sec. West 71.07 feet to a point; thence North 25 deg. 36 min. 51 sec. West 62.93 feet to a point; thence North 26 deg. 22 min. 0 sec. West 39.34 feet to a point; thence turning and leaving the center of Old Spartanburg Road and traveling South 70 deg. 27 min. 23 sec. West 13.91 feet to a point; thence South 70 deg. 27 min. 23 sec. West 13.04 feet to a point; thence South 70 deg. 27 min. 23 sec. West 115.72 feet to a new iron pipe; thence turning North 28 deg. 33 min. 50 sec. West 88.48 feet to a new iron pipe; thence turning South 64 deg. 51 min. 41 sec. West 38.05 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 93.37 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 147.04 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 50.46 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 85.19 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 356.62 feet to a new iron pipe; thence turning South 83 deg. 33 min. 20 sec. East 77.46 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 90.08 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 90.16 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 89.90 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 290.04 feet to an existing steel pin; thence South 83 deg. 33 min. 20 sec. East 151.22 feet to a new iron pipe; thence turning North 0 deg. 26 min. 25 sec. East 20.04 feet to an iron bar in concrete; thence turning South 83 deg. 57 min. 12 sec. East 94.80 feet to an existing iron pipe; thence South 83 deg. 57 min. 12 sec. East 175.06 feet to an existing iron pipe; thence South 83 deg. 57 min. 12 sec. East 36.80 feet to a point in the center of Old Spartanburg Road, the point and place of BEGINNING, and containing 5.60 acres, more or less, according to a "Revised Annexation Plat for OP Management, LLC" by Robert Paul Patterson, NC PLS 4406, under date of April 21, 2021, and being job number 21-01-22-D.

2: Upon and after the third day of June 2021, 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 _____ day of _____, 20____.

Attest: Hendersonville Barbara G. Volk, Mayor, City of

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, <u>Amy H. Knight</u>, a Notary Public in Henderson County, State of North Carolina, do hereby certify that <u>Barbara G. Volk</u> in her capacity of <u>Mayor of the City of Hendersonville</u>; <u>Angela L. Reece</u>, in her capacity of <u>City Clerk</u>; and <u>Angela S. Beeker</u>, in her capacity as <u>City Attorney</u>, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this ______ day of ______, 2020. My commission expires:

Amy H. Knight

CERTIFICATE OF SUFFICIENCY

Re: Petition for Satellite Annexation Petitioners: Troy Lee, Managing Member – OP Management, LLC. File No. P21-12-ANX

To the Honorable Mayor and members of the City Council of Hendersonville, North

Carolina:

I, Angela L. Reece, City Clerk, being first duly sworn, hereby certify that:

- A petition has been received for satellite annexation of that property consisting of +/-5.60 acres located at 2201 Old Spartanburg Rd in Hendersonville, NC, being tax parcel (PIN 9577883870), and being more particularly described on that plat recorded in Deed Book 3693 at Page 10, in the Henderson County, North Carolina Register of Deeds Office, hereinafter "Petition."
- 2. An investigation has been completed as required by N.C.G.S. § 160A-58.2 of the Petition for compliance with the requirements of N.C.G.S. § 160A-58.1.

Based upon this investigation, I find that

- 1. The Petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area.
- 2. The nearest point on the proposed satellite corporate limit is approximately 313.74' from the primary corporate limits of the City of Hendersonville, which is less than 3 miles.
- 3. The Petition includes the names and addresses and signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S. 160A-58.1(a).
- 4. 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.
- 5. The satellite area is situated so the City will be able to provide the same services within the proposed satellite corporate limits that is provided within the primary corporate limits.
- 6. The area proposed for annexation is not a subdivision as defined in N.C.G.S. §160A-376 (now N.C.G.S. § 160D-802).

7. The total area within the proposed satellite corporate limits, when added to the area within all the other satellite corporate limits of the City, does not exceed ten (10%) of the area within the primary corporate limits of the City.

Having made the findings stated above, I hereby certify the Petition appears to be valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this <u>29</u> day of <u>April</u>, 2021.

Angela L. Reece, City Clerk



воок 3693 раде 10 (6) 949899

This document presented and filed: 04/16/2021 04:06:07 PM

WLK

WILLIAM LEE KING, Henderson COUNTY, NC Transfer Tax: \$600,00

Excise Tax: \$600.00 Recording Time, Book and Page Mail To: COLLIE LAW FIRM, 1645 Asheville Hwy., Hendersonville, NC 28791

This instrument prepared by: **THERON E. MULLINAX, JR.**, ATTORNEY AT LAW MULLINAX LAW FIRM, P. O. Box 2648, Hendersonville, NC 28739

DEED PREPARATION ONLY-TITLE NOT EXAMINED-NO TITLE OPINION GIVEN

Parcel #:109937 Description for Index: 221 Old Spartanburg Road, East Flat Rock, NC

NORTH CAROLINA WARRANTY DEED

THIS DEED made this 16th day of April, 2021, by and between

GRANTOR

KAREN PACE DAVIS, AND SPOUSE, GENE T. DAVIS; ROBERT TERRELL PACE AND SPOUSE, REBECCA H. PACE; WILLIAM L. PACE III AND SPOUSE, CAROLYN PACE; AND ALICE PACE DARNELL, Unmarried.

P.O. Box 1625 Fletcher, NC 28732 GRANTEE

OP MANAGEMENT, LLC a North Carolina Limited Liability Company

15904 Kilmarnock Drive Miami Lakes, FL 33014

The designated Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

The property herein conveyed ______ does _X ___ does not include the primary residence of the Grantor(s).

WITNESSETH, that the Grantors, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in **Hendersonville** Township, Henderson County, North Carolina and more particularly described as follows:

BEING all that property described on Exhibit A attached hereto and incorporated into this instrument as if fully set forth herein.

TO HAVE AND TO HOLD the above described premises, with all appurtenances thereunto belonging unto Grantee, its successors or assigns in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Title to the property hereinabove described is subject to the following exceptions:

2021 ad valorem property taxes

Right of Way of Old Spartanburg Road as it extends to its full legal width.

All rights of way, easements, reservations, restrictions and amendment to restrictions, if any, of public record of even date herewith.

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

en taco La (SEAL) PACE DAVIS (SEAL)

STATE OF NORTH CAROLINA COUNTY OF HENDERSON

I, Beverly S. Hawkins, a Notary Public in and for the above County and State, do hereby certify that KAREN PACE DAVIS AND SPOUSE, GENE T. DAVIS, personally appeared before me this day and acknowledged the due execution by them of the foregoing instrument.

WITNESS my hand and seal, this the 13th day of April, 2021.

My commission expires: 4-12-2024

Burenty S. Hawking

BEVERLY S. HAWKINS Notary Public Henderson County, NC

Section 7, Item C.

Book 3693 Page 12

ROBER

(SEAL) REBECCA H.

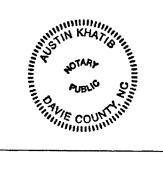
STATE OF NORTH CAROLINA

Khatib SU. Кł

I, <u>ACSEM</u> (Charle), a Notary Public in and for the above County and State, do hereby certify that ROBERT TERRELL PACE AND WIFE, REBECCA H. PACE, personally appeared before me this day and acknowledged the due execution by them of the foregoing instrument.

WITNESS my hand and seal, this the $_{-}$ day of _ ANU (2021. My_commission expires: NOTARY PUBLIC

Please insert Notary stamp/seal inside box only



WILLIAM L. PACE, III

Pare (SEAL) CAROLYN PACE

STATE OF NORTH CAROLINA

I, <u>Jackson</u> Baning, a Notary Public in and for the above County and State, do hereby certify that WILLIAM L. PACE, III AND WIFE, CAROLYN PACE, personally appeared before me this day and acknowledged the due execution by them of the foregoing instrument.

84 WITNESS my hand and seal, this the day of pril , 2021. My commission expires: eu de NOTARY PUBLIC

Please insert Notary stamp/seal inside box only

JACKSON BRUNING

Notary Public Durham Co., North Carolina My Commission Expires Feb. 16, 2025

(SEAL) ALICE PACE DARNELL, UNMARRIED

STATE OF NORTH CAROLINA

I, <u>Allison von Peterffy</u>, a Notary Public in and for the above County and State, do hereby certify that ALICE PACE DARNELL, UNMARRIED, personally appeared before me this day and acknowledged the due execution by her of the foregoing instrument.

WITNESS my hand and seal, this the 10^{+10} day of Apr. 1, 2021.

NOTARY PUBLIC

My commission expires:

Please insert Notary stamp/seal inside box only

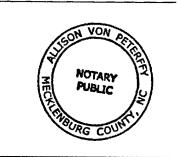
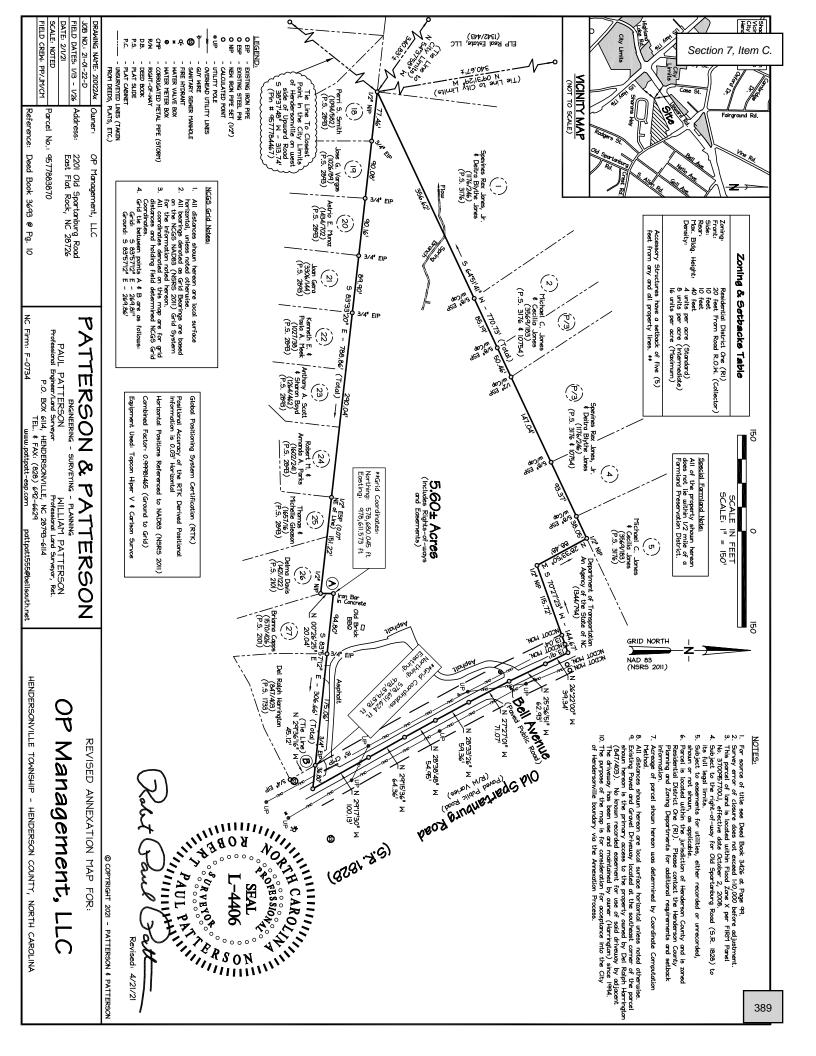


EXHIBIT A

BEGINNING at a point in the approximate centerline of Old Spartanburg Road (S.R. 1828), a paved road, said point being the southeasternmost corner of Deed Book 377 at Page 175 of the Henderson County Registry, and moving thence from said beginning point along and with the approximate centerline of the paved road, North 27deg. 40 min. 44 sec. West 87.63 feet to a point; thence North 27deg. 22 min. 04 sec. West 160.79 feet to a point; thence North 25deg. 21 min. 18 sec. West 173.07 feet to a point; thence North 22deg. 18 min. 21 sec. West 30.41 feet to a point; thence turning and leaving the center of Old Spartanburg Road and traveling South 71 deg. 52 min. 59 sec. West 148.76 feet to a new iron stake; thence turning North 25 deg. 01 min. 01 sec. West 88.43 feet to a new iron stake; thence turning South 66 deg. 24 min. 30 sec. West 38.05 feet to an existing iron stake; thence South 66 deg. 29 min. 58 sec. West 93.37 feet to an existing iron stake; thence South 66 deg. 24 min. 12 sec. West 147.06 feet to an existing iron stake; thence South 66 deg. 24 min. 12 sec. West 50.49 feet to an existing iron stake; thence South 66 deg. 32 min. 43 sec. West 441.26 feet to a new iron stake; thence turning South 81 deg. 55 min. 00 sec. East 788.36 feet to an iron bar in concrete; thence turning North 02 deg. 21 min. 41 sec. East 20.03 feet to a point; thence South 82 deg. 18 min. 30 sec. East 95.05 feet to an existing iron pin; thence South 82 deg. 22 min. 44 sec. East 211.71 feet passing an iron pin on line to a point in the center of Old Spartanburg Road, the point and place of BEGINNING, and containing 5.596 acres, more or less, according to a "Plat of Survey of the Jeanne A. Pace Estate" by Steven Lloyd Waggoner, NC PLS 2874, under date of January 3, 2018, and being Job Number 17-093.

This conveyance is made and accepted SUBJECT TO the right-of-way of Old Spartanburg Road (S.R. 1828) as it extends to its full legal width.

This conveyance is further SUBJECT TO an easement near the southeastern corner of the above-described tract to allow access to the Del Ralph Harrington tract (now or formerly) as shown and described in deed found in Deed Book 847 at Page 403, Plat Slide 1733 of the Record of Plats of the Registry for Henderson County, North Carolina, and the purported easement is also being shown on survey by Steven Lloyd Waggoner referenced above.



PESTERFIELD CIVIL ENGINEERING

Oak Preserve Legal Description

BEGINNING at a point in the approximate centerline of Old Spartanburg Road (S.R. 1828), a paved road, said point being the southeasternmost corner of Deed Book 3693 at Page 10 of the Henderson County Registry, and moving thence from said beginning point along and with the approximate centerline of the paved road, North 29 deg. 17 min. 30 sec. West 100.13 feet to a point; thence North 29 deg. 15 min. 36 sec. West 64.36 feet to a point; thence North 28 deg. 38 min. 48 sec. West 54.95 feet to a point; thence North 28 deg. 33 min. 26 sec. West 59.36 feet to a point; thence North 27 deg. 27 min. 01 sec. West 71.07 feet to a point; thence North 25 deg. 36 min. 51 sec. West 62.93 feet to a point; thence North 26 deg. 22 min. 0 sec. West 39.34 feet to a point; thence turning and leaving the center of Old Spartanburg Road and traveling South 70 deg. 27 min. 23 sec. West 13.91 feet to a point; thence South 70 deg. 27 min. 23 sec. West 13.04 feet to a point; thence South 70 deg. 27 min. 23 sec. West 115.72 feet to a new iron pipe; thence turning North 28 deg. 33 min. 50 sec. West 88.48 feet to a new iron pipe; thence turning South 64 deg. 51 min. 41 sec. West 38.05 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 93.37 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 147.04 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 50.46 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 85.19 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 356.62 feet to a new iron pipe; thence turning South 83 deg. 33 min. 20 sec. East 77.46 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 90.08 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 90.16 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 89.90 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 290.04 feet to an existing steel pin; thence South 83 deg. 33 min. 20 sec. East 151.22 feet to a new iron pipe; thence turning North 0 deg. 26 min. 25 sec. East 20.04 feet to an iron bar in concrete; thence turning South 83 deg. 57 min. 12 sec. East 94.80 feet to an existing iron pipe; thence South 83 deg. 57 min. 12 sec. East 175.06 feet to an existing iron pipe; thence South 83 deg. 57 min. 12 sec. East 36.80 feet to a point in the center of Old Spartanburg Road, the point and place of BEGINNING, and containing 5.60 acres, more or less, according to a "Revised Annexation Plat for OP Management, LLC" by Robert Paul Patterson, NC PLS 4406, under date of April 21, 2021, and being job number 21-01-22-D.

This conveyance is made and accepted SUBJECT TO the right-of-way of Old Spartanburg Road (S.R. 1828) as it extends to its full legal width.

This conveyance is further SUBJECT TO an easement near the southeastern corner of the abovedescribed tract to allow access to the Del Ralph Harrington tract (now or formerly) as shown and described in deed found in Deed Book 847 at Page 403, Plat Slide 1733 of the Record of Plats of the Registry for Henderson County, North Carolina.



CITY OF HENDERSONVILLE DEVELOPMENT ASSISTANCE DEPARTMENT 100 N. King St. ~ Hendersonville, NC ~ 28792 Phone (828) 697-3010 ~ Fax (828) 697-6185 www.hendersonvillenc.gov

PETITION REQUESTING ANNEXATION

The following are required to constitute a complete application for voluntary annexation:

"This form including the property owner's signature

~A copy of the deed indicating ownership of the property.

~A survey plat (8 1/2 " by 11") of the property prepared by a registered surveyor licensed to practice in the state of North Carolina.

~ A typed boundary description of the property, in digital format if possible.

Date 04/19/2021 Location / Property Address 2201 Old Spartanburg Road
List 10 digit PIN or 7 digit PID number 9557-88-3870
Does this property adjoin the present City Limits?
s the property within the ETJ? YES NO
Reason for annexation Planned Residential Development in need of access to city sewer.
Applicant Name Troy Lee
Address 2626 Glenwood Ave Ste 550 Raleigh, NC 27608
Phone 305-509-1220 Fax Email troy.a.lee@gmail.com
Property Owner: Name OP Management, LLC
Address 2626 Glenwood Ave Ste 550 Raleigh, NC 27608
Signature Tryfee
Signature <u>Troy Lee</u> Printed Name
Dfficial Use: DATERECEIVED: BY

City of Hendersonville General Application Owner Signature Addendum

Section 7, Item C.

Owner signature Addendum
Application Information
Date of Application 04/19/2021 Application Number P21-12-ANX
Name of Project <u>Oak Preserve PRD</u> Phase # (if subdivision)
Parcel Identification Number(s) (PIN) 9557-88-3870
Additional Owners: (Signature indicates intent that this page be affixed to Application.)
* ^ Printed NameOP Management, LLC Corporation ⊠Limited Liability Company □ Trust □ Partnership □ Other:
By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the City Council except through sworn testimony at the public hearing. (Applicable if box is checked.)
Signature
Title <u>Managing Member</u> Email troy.a.lee@gmail.com
Address of Property Owner 2626 Glenwood Ave Ste 550 Raleigh, NC 27608
 * ^ Printed Name
Signature
TitleEmail
Address of Property Owner
* ^ Printed Name Corporation CLimited Liability Company Trust Partnership Other:
By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the City Council except through sworn testimony at the public hearing. (Applicable if box is checked.) Signature
Title Email
Address of Property Owner
* Property owner hereby grants permission to the City of Hendersonville personnel to enter the subject property for any

 Property owner hereby grants permission to th purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.



RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-58.2 OP MANAGEMENT, LLC. – OAK PRESERVE P21-12-ANX

WHEREAS, a petition requesting annexation of the non-contiguous area described herein has been received; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the non-contiguous area described herein will be held City Operations Center located at 305 Williams St. Hendersonville NC 28792 at 5:45 p.m. June 3rd, 2021, or as soon thereafter as it may be heard.

Section 2. The area proposed for annexation is described as follows:

BEING all of that real property shown that plat recorded in Book ______ at Page ______ of the Henderson County Registry [to be inserted at recording], and being more particularly described as follows:

BEGINNING at a point in the approximate centerline of Old Spartanburg Road (S.R. 1828), a paved road, said point being the southeasternmost corner of Deed Book 3693 at Page 10 of the Henderson County Registry, and moving thence from said beginning point along and with the approximate centerline of the paved road, North 29 deg. 17 min. 30 sec. West 100.13 feet to a point; thence North 29 deg. 15 min. 36 sec. West 64.36 feet to a point; thence North 28 deg. 38 min. 48 sec. West 54.95 feet to a point; thence North 28 deg. 33 min. 26 sec. West 59.36 feet to a point; thence North 27 deg. 27 min. 01 sec. West 71.07 feet to a point; thence North 25 deg. 36 min. 51 sec. West 62.93 feet to a point; thence North 26 deg. 22 min. 0 sec. West 39.34 feet to a point; thence furning and leaving the center of Old Spartanburg Road and traveling South 70 deg. 27 min. 23 sec. West 13.91 feet to a point; thence South 70 deg. 27 min. 23 sec. West 13.04 feet to a point; thence South 70 deg. 27 min. 23 sec. West 115.72 feet to a new iron pipe; thence turning North 28 deg. 33 min. 50 sec. West 88.48 feet to a new iron pipe; thence turning South 64 deg. 51 min. 41 sec. West 38.05 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 93.37 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 147.04 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 50.46 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 85.19 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 356.62 feet to a new iron pipe; thence turning South 83 deg. 33 min. 20 sec. East 77.46 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 90.08 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 90.16 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 89.90 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 290.04 feet to an existing steel pin; thence South 83 deg. 33 min. 20 sec. East 151.22 feet to a new iron pipe; thence turning North 0 deg. 26 min. 25 sec. East 20.04 feet to an iron bar in concrete; thence turning South 83 deg. 57 min. 12 sec. East 94.80

feet to an existing iron pipe; thence South 83 deg. 57 min. 12 sec. East 175.06 feet to an existing iron pipe; thence South 83 deg. 57 min. 12 sec. East 36.80 feet to a in the center of Old Spartanburg Road, the point and place of BEGINNING, <u>Section</u> containing 5.60 acres, more or less, according to a "Revised Annexation Plat for OP Management, LLC" by Robert Paul Patterson, NC PLS 4406, under date of April 21, 2021, and being job number 21-01-22-D.

Section 7, Item C.

Being all of that property described in Book of Record 3693 Page 10 of the Henderson County Registry.

Section 3. Notice of the public hearing shall be published once in The Hendersonville Times-News, a newspaper having general circulation in the City of Hendersonville, at least 10 days prior to the date of the public hearing.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of May 2021.

Attest:

Angela L. Reece, City Clerk

Barbara G. Volk, Mayor, City of Hendersonville



Account Number:	488558
Customer Name:	City Of Hendersonville
Customer Address:	City Of Hendersonville 160 6Th AVE E City Clerk Hendersonville NC 28792-3775
Contact Name:	Angela Reece
Contact Phone:	828-697-3005
Contact Email:	areece@hvlnc.gov
PO Number:	

Print

Product	#Insertions	Start - End	Category
HEN Times-News	2	05/23/2021 - 05/30/2021	Public Notices
HEN blueridgenow.com	2	05/23/2021 - 05/30/2021	Public Notices

Date:	05/19/2021
Order Number:	5878180
Prepayment Amount:	\$ 0.00

Column Count:	1
Line Count:	137.0000
Height in Inches:	0.0000

Total Order	Confirmation	\$37.88	
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Ad Preview

PUBLIC HEARING NOTICE Notice is hereby view flot the City of Hendersonville City Generation of Hendersonville City Generations of Hendersonville City Generations of Hendersonville City Generations of Hendersonville Hendersonville NC to consider the adversonville NC to consider the defersonville NC to consider the defension of the defension of the defension to the defension of the defension to the defension of the defension to the defension of the defension test of the defension of the defension of the defension test of the defension of the defension of the defension test of the defension of the defension of the defension test of the defension of the defension of the defension test of the defension of the defension of th

the Historic Designation of the GLCCM Historic Learning. A local Historic Learning. A hembers will tend the hearning comments will tend the hearning comments will be accested of the designated time of this meeting. The sublic hearning live via 200M. For ascuritor he allowed. The meeting instructions to loin by Zoom website by visiting the sublic hearning live via definition of the sublic hearning live via 200M. The meeting instructions to the compar-ment of the sublic hearning live website by visiting the sublic hearning live visiting the submission sublic hearning live and a submission sublic hearning and the submission sublic hearning and the submission submission submission submission and the submission submission submission and the submission submission submission submission submission and the submission s

Section 7, Item C.

PUBLIC HEARING NOTICE

Notice is hereby given that the City of Hendersonville City Council will hold five public hearings on Thursday, June 3, 2021, at 5:45 p.m., in the City Operations Assembly Room located at 305 Williams Street, Hendersonville NC to consider the following:

- I. Annexation Petition Interfaith Assistance Ministry (P21-26-ANX) Application from Interfaith Assistance Ministry for the contiguous annexation of 0.35 acre tract identified as tax parcel 9579-35-2187 located at 119 Jack Street.
- II. Annexation Petition Oak Preserve (P21-12-ANX) Application from Troy A. Lee of OP Management, LLC and President of TMFL Consultants, Inc. for the contiguous annexation of 5.5 acres identified as tax parcel 9557-88-3870 located at 2201 Old Spartanburg Road.
- III. Conditional Rezoning: Oak Preserve (P21-11-CZD)- Application for a conditional rezoning from Troy A. Lee of OP Management, LLC and President of TMFL Consultants, Inc. The applicant is requesting to rezone the subject property, PIN 9577-88-3870 and located on 2201 Old Spartanburg Road, from Henderson County R1 to City of Hendersonville PRD CZD, Planned Residential Development Conditional Zoning District for the construction of a two-family development containing 15 duplexes with a total of 30 dwelling units on approximately 5.5 acres.
- IV. Conditional Zoning District Amendment West Ave. Villas (P21-24-CZD) -Application to amend a previously approved Conditional Zoning District application from Andrew Riddle of Riddle Development, LLC. The Hendersonville City Council voted to approve the original conditional zoning district at their August 6th, 2020 meeting. The approved project is File #P20-01-CZD. The property is identified as PIN 9568-77-1057 and is currently a vacant lot. The amendment is to add one additional apartment above the garage for a total of 3 apartments instead of the 2 apartments that were approved by City Council. The previously approved Conditional Zoning District was approved for 10 units, the amendment is for a total of 11 units.
- V. Local Landmark Designation Grey Mill Parking Lot & Common Space (H21-10-LL) An ordinance to amend Ordinance #19-1186 to include the parking lot and common area (PIN 9568-88-9541) as part of the Historic Designation of the Grey Hosiery Mill property as a Local Historic Landmark.

The Mayor and City Council Members will attend the hearings in person. Public hearing comments will be accepted from those attending in person at the designated time at this meeting. The public may also view and verbally comment during this public hearing 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 <u>https://www.hendersonvillenc.gov/events-calendar</u>. Comment period instructions will also be displayed at the appropriate times during the meeting.

Anyone wishing to submit digital comments for the public hearings prior to the meeting may visit <u>https://www.hendersonvillenc.gov/comment</u> to submit their comment. Digital comment submissions for public hearings must be received by **8:00 a.m. on June 2, 2021** to be considered by the City Council in accordance with the City's Public Comment Policy and security protocols. All comments and materials submitted are considered public records as defined in §132.1.

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, Angela Reece at 697-3000 no later than 24 hours in advance of the meeting.

Run two times: Sunday, May 23, 2021 Sunday, May 30, 2021



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY PLANNING DIVISION

SUBMITTER:	Matthew Manley, Planning Manager	MEETING DATE:	May 10, 2021
AGENDA SECTION:	PUBLIC HEARING	DEPARTMENT:	Community Development

 TITLE OF ITEM:
 Conditional Zoning District – Oak Preserve (P21-11-CZD) – Matthew Manley,

 AICP – Planning Manager

SUGGESTED MOTION(S):

1. For Recommending Approval:	2. For Recommending Denial:				
 I move City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from County R-1 zoning to PRD-CZD (Planned Residential Development – Conditional Zoning District) based on the site plan submitted by the applicant and subject to the following; Permitted uses shall include: Residential Development, Two-Family Conditions that shall be satisfied prior to final site plan approval include: Trees slated for preservation as shown on the site plan must be protected in accordance with Section 15-4 (c) of the Zoning Code prior to construction; and The developer shall work with staff to extend the driveways to increase parking for each unit, and Barriers along the southern property line shall be supplemented with fencing, berms and/or additional landscaping; and Visitor parking and cluster mailbox parking shall be added. Finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map and that the rezoning is reasonable and in the public interest for the following reasons: 	 I move the City Council deny the rezoning of the subject property for the following reasons: [Please state reasons describing why you are moving to deny the application. Examples suggestions below or include your own.] 1) The development is not consistent with the Comprehensive Plan [<i>if applicable</i>]. 2) The development is not compatible with the surrounding uses. [<i>if applicable</i>]. 3) The development is not in the public interest because [<i>state why if applicable</i>]. 4) There are not adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation available to support the proposed amendment. [<i>if applicable</i>]. 5) The development will have a detrimental impact on the natural environment [<i>if applicable</i>]. [DISCUSS & VOTE] 				

	Section	7,	Item	D.
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develop	state reasons describing why this oment is good for the community. Example ions below or include your own]
	The development will provide additional housing while clustering development and preserving existing tree canopy <i>[if applicable]</i> The development will provide additional housing options within the City <i>[if</i>
3)	<i>applicable]</i> The proposed use is compatible with the area. [<i>if applicable</i>].
[DISCU	JSS & VOTE]

SUMMARY:

The City is in receipt of a Conditional Rezoning application from Troy Lee of TMFL Consultants, INC. for the development of 30 units (15 duplexes) on a 5.6 Acre tract. The property is currently vacant. The applicant is requesting to rezone the subject property to PRD (Planned Residential Development) Conditional Zoning District. This project required a conditional rezoning due to the PRD Conditional Zoning District requirements

PROJECT/PETITIONER NUMBER:	P21-11-CZD
PETITIONER NAME:	Troy Lee, TMFL Consultants, Inc.
ATTACHMENTS:	 Staff Report Neighborhood Compatibility Meeting Minutes List of Uses and Conditions Site Plan (C-1 – C-6) Additional Site Photos Application Owner Signature Addendum

Oak Preserve P21-11-CZD

CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT STAFF REPORT

Staff Report Contents

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PROJECT SUMMARY

<u>Applicant</u>: Troy Lee, TMFL Consultants, INC.

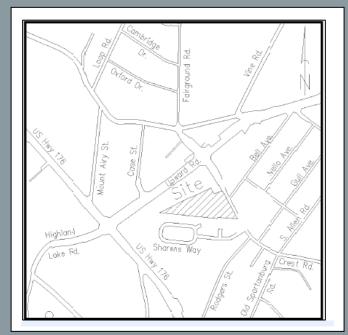
Property Owner: OP Management, LLC (formerly owned by: Karen Pace Davis, Gene T. Davis, Robert Terrell Pace, Rebecca H. Pace, William L. Pace, Carolyn Pace and Alice Pace Darnell)

<u>Property Address</u>: 2201 Old Spartanburg Rd <u>Project Acreage</u>: 5.6 Acres

Parcel Identification Number(s):9577-88-3870

Current Zoning: R1 (Residential District One)

<u>Neighborhood Compatibility Meeting</u>: April 5, 2021



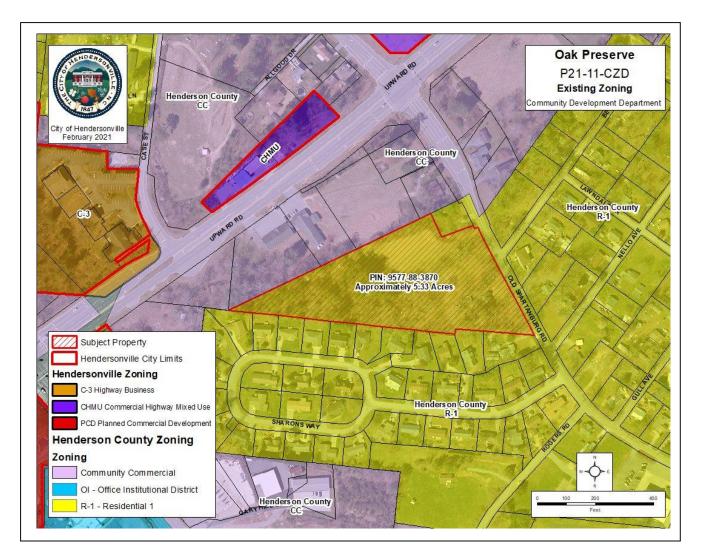
SITE VICINITY MAP

Summary Statement of Applicant Rezoning Request

The City is in receipt of a Conditional Rezoning application from Troy Lee of TMFL Consultants, INC. for the development of 30 units (15 duplexes) on a 5.6 Acre tract. The property is currently vacant. The applicant is requesting to rezone the subject property to PRD (Planned Residential Development) Conditional Zoning District.

This project required a conditional rezoning due to the PRD Conditional Zoning District requirements.

PROJECT SUMMARY - CONTINUED



City of Hendersonville Current Zoning & Land Use Map

Parcels to the north fronting Upward Rd are zoned Community Commercial (County) and contains vacant tracts and a commercial use in Rex's Gun Shop/Range. Parcels to the east are zoned R-I Residential (County) and include single-family homes and some manufactured homes. Parcels to the south are zoned R-I Residential (County) and contain a single-family residential neighborhood (Sharon's Crossing). Parcels to the west are zoned Community Commercial (County) and further west, fronting Spartanburg Highway, are C-3, Highway Business (City) containing Carolina Carwash

SITE CONDITIONS - SITE IMAGES

View of two large oaks in southern central portion of lot (facing west)

View of homes to the west (Sharon's Crossing) – (facing west)

View of north central portion of property (facing west)



SITE CONDITIONS - SITE IMAGES CONTINUED

View of strand of pines that mark edge of proposed cul de sac at center of property (facing west)

View of neighboring gun shop / shooting range (facing north)

View of Spring on the property in the "point" of the property



SITE CONDITIONS - SITE IMAGES CONTINUED

View of dense vegetation in the point of the property.

View of open meadow on north portion of property from Old Spartanburg to strand of pines (facing west)

View of Oaks lining Old Spartanburg Rd on southern edge of frontage (facing west)



AERIAL PHOTOS





Bird's Eye View - Facing South



SITE PLAN OVERVIEW



Proposed Site Plan

Site Features:

The site plan shows the following:

- I5 duplex structures (30 units) totaling 29,880 Sq Ft (1,992 Sq Ft / Structure)
- Private Drive with sidewalks
- Walking trail around perimeter
- Stormwater pond

0

• Setbacks and area of disturbance

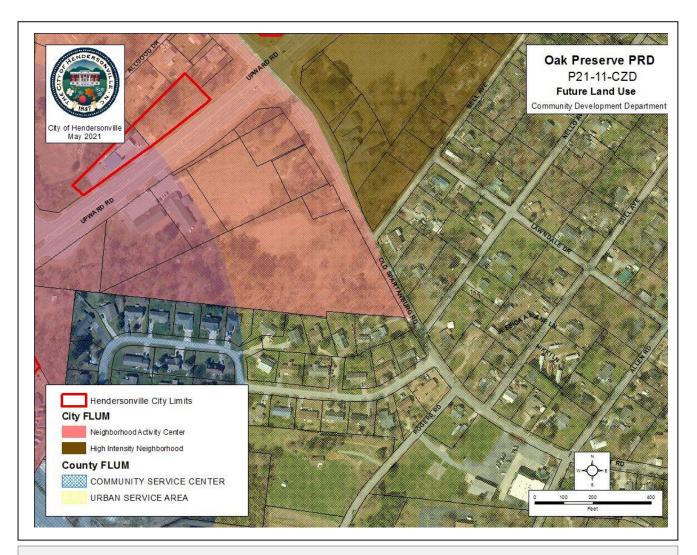
Preservation of Existing Trees:

Proposed Maximum Building Height- 29.25'



Sewer Availability Map

- Proposing to preserve 103 trees (greater than 12" dbh) 61 hardwoods, 40 pines
- Proposing to <u>remove</u> 37 trees (greater than 12" dbh) 22 hardwoods / 15 pines
 * It should be noted that the site features hundreds of trees below 12" dbh that will also be retained.
- Utilities: Water is available along Old Spartanburg Rd. Sewer is not available along Old Spartanburg Rd or Upward Rd, however it is present in nearby residential areas (see map above). The exact location point for the sewer connection will be determined in the Final Site Plan.
- Site Plan Assessment: Based on the review by staff, the submitted site plan for this project appears to meet the Zoning Ordinance standards established in Article 11-4 of the City Zoning Ordinance.



Due to the location of the subject parcel, this parcel and the surrounding parcels are featured in both the City and County's Future Land Use Maps. The goals of the two jurisdictions generally align at this location.

<u>City</u> - The City's 2030 Comprehensive Plan's Future Land Use Map designates the subject parcel as Neighborhood Activity Center. It is located at the periphery of the Old Spartanburg Rd/Upward Rd Activity Node. Parcels to the north are designated as Neighborhood Activity center while parcels to the east are High Intensity Neighborhood.

<u>County</u> – In the County's Future Land Use Map, the subject parcel is split between a designation as Urban Service Area (east) and Community Service Area (west). Parcels to the north, south and east, are designated as Urban Service Area. Parcels to the west are classified as Community Service Center. According to the Henderson County Comprehensive Plan, the Urban Services Area is that area within which most urban services and urban-scale development is currently concentrated, and within which such development should generally be concentrated through the year 2020. Furthermore, Community Service Centers are located at key nodes / intersections and are intended to be intensive, efficient, defined concentrations of mixed services that meet the needs of the surrounding community and defined service areas.

Goal LU-8.

Neighborhood Activity Center: Concentrate retail in dense, walkable, mixed-use nodes located at major intersections in order to promote a sense of community and a range of services that enhance the value of Hendersonville's neighborhoods.

Strategy LU-8.1 Locations:

- Major intersections along existing local commercial corridors (US-25 and US-176)
- Emerging neighborhood activity center at US-64 and Howard Gap Road

Strategy LU-8.2.

- Primary recommended land uses:
- Neighborhood retail sales and services

Strategy LU-8.3. Secondary recommended land uses:

- Offices
- Multi-family residential
- · Live-work units
- · Public and institutional uses
- Pedestrian amenities (plazas, outdoor
- seating, etc.)
 Mixed uses



Strategy LU-8.4. Development guidelines:

- Minimal parking in front of buildings (no more than one to two rows) along thoroughfares, with remainder of parking located to the side or rear
- Encouragement of buildings that are designed at a human scale, maximizing window coverage on ground floors and utilizing façade articulation
- Provision of pedestrian connections to parking and other buildings/ properties

Activity Nodes:

- Encouragement of multi-story, mixed-use buildings with retail on ground floors and office/residential on upper floors
- Placement of new buildings close to the street along thoroughfares (less than 20 feet from right-of-way)
- Location of all parking to the side or rear of buildings or in a garage
- encouragedImproved pedestrian connections to surrounding neighborhoods
- Inclusion of traffic calming improvements (described under Strategy TC-1.4 in Chapter 7) with redevelopment projects

<u>REZONING CRITERIA – COM. Em.</u> <u>CONSISTENCY</u>

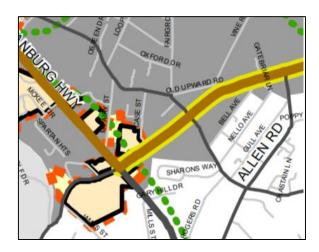
Chapter 8: Land Use &

Development designates the subject property as <u>Neighborhood Activity Center</u> on the 2030 Future Land Use Map.

The subject property is also located just outside of the "<u>Activity Node</u>" concentrated around the intersection of Upward Rd and Spartanburg Hwy.

The Transportation & Circulation

(Chapter 7 of the City's Comprehensive Plan) designates Old Spartanburg Rd as a Minor Thoroughfare and Upward Rd as a Boulevard (slated for Proposed Improvements) while Spartanburg Hwy is also designated as a Boulevard with a "potential greenway" running adjacent to it.



Activity Nodes: The Neighborhood Activity Center and Regional Activity Center categories include additional design guidance for "Activity Nodes", which are locations identified on Map 8.3b that are planned as high-density, pedestrian-friendly community focal points. Although downtown will be Hendersonville's primary urban focal point, the Activity Nodes will act as "satellite" nodes that bring the benefits of urban, mixed-use development and walkable design to neighborhoods and regional retail centers outside of downtown. Activity nodes encourage mixing of neighborhood or regional retail with other complementary uses within a five to 10-minute walking radius. Roadway and site design will create distinctive "centers" that serve as community gathering spots and create a unique sense of place.

Growth Management

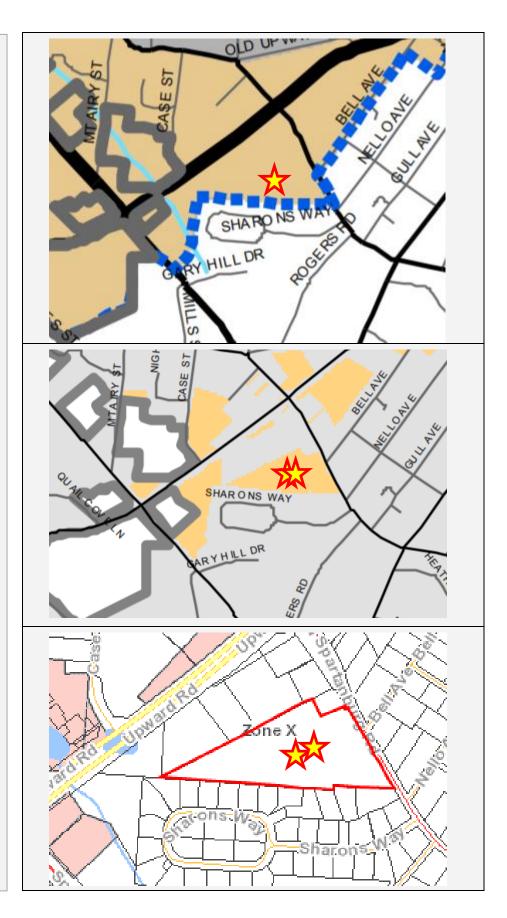
Priority Infill Areas (beige): Areas that are considered a high priority for the City to encourage infill development on remaining vacant lots and redevelopment of underutilized or underdeveloped properties

Development Framework

Map: The map depicts locations of greenfield development opportunities in Hendersonville and surrounding areas

Development Opportunities (includes vacant land, agricultural land, and singlefamily residential properties greater than five acres)

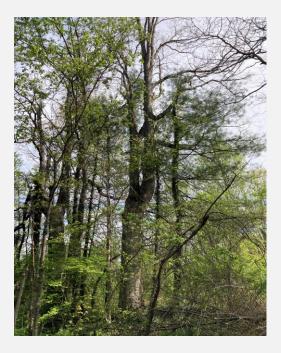
Floodplain Considerations: The Subject Property is outside of the floodplain and no blue line streams are present on the site.



COMPREHENSIVE PLAN CONSISTENCY-CONTINUED

Chapter 3: Natural & Environmental Resources

Aligning with the strategies of the Natural and Environmental Chapter of the Comprehensive Plan, the proposed development provides open space and preserves existing forest by clustering the development towards the front of the tract.



Chapter 2: Population and Housing

While the development is not slated to provide affordable housing, the development of duplexes rather than single-family homes doubles the density of the site. However, the development lacks variety in its offering of housing types.

While sidewalks and walking trails are proposed for the site, the design appears to prioritize cars with parking areas in the front of the houses. Connectivity to surrounding parcels is also not provided.

Goal NR-2.

Provide a variety of quality open space, distributed equitably throughout Hendersonville, that can be used for recreational opportunities and aesthetic enhancements.

Strategy NR-2.1.

Encourage clustered development that preserves open space while allowing a return on investment. Clustering homes on smaller lots, or clustering commercial development in multi-story buildings, preserves open space without sacrificing housing units or leasable floor area. Zoning regulations can encourage such development by avoiding minimum lot area standards and promoting flexibility in design.

Action NR-2.1.1

Maintain density bonuses that allow additional density in return for open space preservation.

Strategy NR-2.3.

Promote preservation of woodlands. Mature trees and wooded areas are significant community-defining natural features that contribute to Hendersonville's identity. Trees provide several additional community benefits, as described in Figure 3.3c.

Goal PH-2.

Encourage a wide range of housing types and price points in order to meet the diverse and evolving needs of current and future residents, match the housing supply with the local workforce, and promote diverse neighborhoods.

Action PH-3.1.1.

Encourage pedestrian-friendly design features in residential developments, such as recessed or rear garages and front porches in single-family development, and rear parking lots and front entrances in multi-family developments.

Zoning Compliance:

Based on the review by staff, the submitted preliminary site plan for this project meets the Zoning Ordinance standards established for Planned Residential Development CZDs (Section 5-14) and Site Plan Review (Section 7-3).

Furthermore, staff finds that the application / proposed site plan is in keeping with the standards for a CZD zoning map amendment as established in Article 11-4 of the City Zoning Ordinance.

Final zoning ordinance compliance will be established at the time of Final Site Plan review and approval.

Comprehensive Plan Consistency:

Neighborhood Activity Center calls for Multi-Family Residential as a Secondary Land Use. Neighborhood Activity Centers are intended to concentrate dense walkable neighborhoods at major intersections, Upward Road and Spartanburg Hwy in this case. The subject property is removed from the immediate environs of both corridors and is adjacent to existing single family residential. While Neighborhood Activity Centers are designed to facilitate high intensity land use, allowances are made for use variations, as the Comp Plan notes that "Recommended Land Uses" are not intended to be exhaustive lists. Within the plan duplexes are categorized as "Single Family Attached" (townhomes, duplexes, etc.) versus "Multi-Family" (apartments).

Staff finds that the proposed Conditional Rezoning is consistent with the City's 2030 Comprehensive Plan for the following reasons:

- Single-Family Attached is a use which is in keeping with the mixed-use development pattern established by the Neighborhood Activity Center land use designation (*Chapter* 8).
- 2) Given the prevailing land uses in the area are single-family residential to the south and east and commercial to the north and west, this rezoning provides a compliment to the two dominant uses in the area (*Chapter 8*).
- 3) Duplexes add to the variety of housing options available in Hendersonville (Chapter 2).
- 4) The development has been laid out to minimize the impact to environmentally-sensitive resources on the site and to preserve existing vegetation (*Chapter 3*).

<u>Staff Proposed Conditions</u>: Staff have no standalone recommendations for conditions. The Tree Board recommended a condition related to the replacement of any trees proposed for preservation which do not survive for one reason or another. Staff have included the Tree Board's recommended condition in the proposed List of Uses and Conditions.

A Neighborhood Compatibility Meeting was held on April 5, 2021 for this project. Eight members of the public attended along with three members of the planning staff and a representative from the developer's engineering firm. Written statements submitted prior to the meeting were read into the record and addressed by the development team. Primary concerns were voiced by residents of the adjacent Sharon's Crossing subdivision. These concerns revolved around compatibility of the development as it related to ownership/rentals, utilities, security, stormwater, traffic, and loss of privacy,

TREE BOARD / PLANNING BOARD - SUMMARY OF ACTION

Summary of Tree Board Recommendation

April 20 - Oak Preserve – Matthew Manley, Tyler Morrow, and Adam Merritt were present to discuss this project. The developer has proposed to remove 37 trees (22 hardwood and 15 pines), proposing to save 103 trees (61 hardwood and 42 pines) and the developer may plant some street trees. This project does not fall under the parking lot landscape ordinance requirements. A motion was made for the developer to protect the trees that they have proposed to save in accordance with Section 15-4 (C) Protection of Existing Trees of the Zoning Ordinance. Motion by Mark Madsen. Roll call vote – all ayes.

Summary of Planning Board Recommendations [RESERVED]

After healthy deliberation, the Planning Board upheld the Tree Board's recommendation and added three proposed conditions related to ensuring adequate parking was available to each unit, improving buffering to the south side of the project to protect the existing neighborhood (no buffers required by code), and to find available space to provide parking for visitors and mail pick-up.

Planning Board Motion [RESERVED]

Ms. Peacock made the following motion; in considering the proposed Conditional District Rezoning Application Oak Preserve P21-11-CZD, the Planning Board recommends approval of the request from Troy Lee of TMFL Consultants, Inc., for the development of 30 units (15 duplexes) on a 5.6 acre tract based on the following: That the map amendment is consistent with the 2030 Comprehensive Plan, Chapters 2, 3, and 8. That the rezoning will conform to the ordinance and be consistent with adjacent development with the following conditions: 1) Trees slated for preservation as shown on the site plan must be protected in accordance with Section 15-4 (c) of the Zoning Code prior to construction. Ms. Peacock added additional conditions: 2) the developer work with staff to extend the driveways to increase parking for each unit, 3) to increase barriers along the south property line to continue fencing where possible, berms or additional landscape, and 4) to add additional visitor parking and cluster mailbox parking. Mr. Hanley seconded the motion which passed unanimously.

SUGGESTED MOTION(S) & CONSISTENCY STATEMENTS

PLANNING BOARD - APPROVAL	CITY COUNCIL - APPROVAL	
In considering the proposed Conditional District		
Rezoning Application P21-11-CZD (Oak Preserve), the Planning Board recommends APPROVAL of the request to rezone the property at 2201 Old Spartanburg Rd (PIN# 9577-88-3870) from County R1 to PRD-CZD based on the following:	See Agenda Cover Sheet	I. I I mo
That the map amendment is consistent with the 2030 Comprehensive Plan, Chapters 2, 3 & 8.		reas
		are
That the rezoning will conform to the ordinance and be consistent with adjacent development with the following condition:		Exa you
 Trees slated for preservation as shown on the site plan must be protected in accordance with Section 15-4 (c) of the Zoning Code prior to 		1)
construction.		2)
That it is reasonable and in the public's interest to		
approve the application because it will provide additional housing while clustering development and preserving existing tree canopy.		3)
		4)
		5)
PLANNING BOARD - DENIAL	CITY COUNCIL - DENIAL	5)
In considering the proposed Conditional District		6
Rezoning Application P21-11-CZD (Oak Preserve), the Planning Board recommends DENIAL of the request to rezone the property at 2201 Old Spartanburg Rd (PIN# 9577-88-3870) from County R1 to PRD-CZD based on the following:	See agenda cover sheet.	[DI:
That the map amendment is inconsistent with the 2030 Comprehensive Plan, Chapters 2 & 8.		
That it is NOT reasonable and in the public's interest to approve the application becauseit does not provide a variety of housing types nor address affordable housing goals.		

ATTACHMENTS:

- 1) <u>Ordinance</u>
- 2) List of Uses and Conditions
- 3) <u>Neighborhood Compatibility Meeting Minutes</u>
- 4) <u>Site Plan (C-1 C-6)</u>
- 5) Additional Site Photos
- 6) <u>Application</u>
- 7) Owner Signature Addendum

Ordinance #____

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCEL NUMBER 9577-88-3870 BY CHANGING THE ZONING DESIGNATION FROM COUNTY R1 TO PRD-CZD PLANNED RESIDENTIAL DEVELOPMENT - CONDITIONAL ZONING DISTRICT

IN RE: Parcel Number: 9577-88-3870 – 2201 Old Spartanburg Rd. (Oak Preserve) (File # P21-11-CZD)

WHEREAS, the City is in receipt of a Conditional Rezoning application from applicant OP Management / Troy Lee (owner) for the development of 30 Residential Units / 15 Duplexes on approximately 5.6 acres., and

WHEREAS, the Planning Board took up this application at its regular meeting on May 10th, 2021; voting 5-0 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on June 3rd, 2021, and

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

- Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel number 9577-88-3870 from County R1 to PRD-CZD (Planned Residential Development - Conditional Zoning District)
- 2. Development of the parcel shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina, and shall be based on the site plan submitted by the applicant and subject to the following.
 - a. Permitted uses shall include:
 - i. Residential Dwellings, Two-Family.
 - b. Conditions that shall be satisfied prior to final site plan approval include:
 - i. Trees slated for preservation as shown on the site plan must be protected in accordance with Section 15-4 © of the Zoning Code prior to construction; and
 - ii. The developer shall work with staff to extend the driveways to increase parking for each unit; and
 - iii. Barriers along the southern property line shall be supplemented with fencing, berms and/or additional landscaping; and
 - iv. Visitor parking and cluster mailbox parking shall be added.
- 3. This ordinance shall be not be effective until the stipulated list of use(s) and conditions, established herein, is consented to in writing by the applicant and all owners of the subject property. Upon such written consent, this ordinance shall be effective retroactive to the date of its adoption.

Adopted this 3rd, day of June 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

With their signatures below, the undersigned applicant(s) and property owner(s) consent to and agree to the imposition of all conditions stated.

Applicant: <u>TMFL Consultants, LLC</u>	Property Owner: <u>OP Management, LLC</u>
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Planning Report Neighborhood Compatibility Meeting Application for a Conditional Zoning District Oak Preserve File # P21-11-CZD Monday, April 5, 2021 2:00 p.m.

Matt Manley, Planner Manager, convened the compatibility meeting at 2:00 pm in the Council Chambers of City Hall. Approximately seven adjacent property owners and three City staff were in attendance. The follow attended:

Name	Address	Name	Address		
Matt Manley	staff	Perri Smith	135 Sharon's Way		
Tyler Morrow	staff				
Terri Swann	staff				
Jean O'Rourke	104 Sharon's Way				
Terry Hill	119 Sharon's Way				
Crystal Gera	132 Sharon's Way				
Joan Gera	141 Sharon's Way				
Paula Meek	143 Sharon's Way				
Ken Meek	143 Sharon's Way				

Mr. Manley opened the meeting explaining this is the first step in a three-step process. He explained the conditional rezoning process adding anyone who received notice of this meeting would receive notice of the City Council Public Hearing. Minutes of this meeting will be forwarded to Planning Board and City Council. Mr. Manley said the project will go before the Planning Board for their recommendation and City Council will hear the project and make a final decision. This will also go before the Tree Board. Mr. Manley stated this meeting is for the neighbors to learn about the project and they should focus on the compatibility of the project in the neighborhood. This is a virtual meeting and Mr. Manley explained the process and the steps to participate in the meeting. This is an informal meeting so state your name and address before making any comments as minutes of this meeting are being taken.

Mr. Manley stated the property is located at 2201 Old Spartanburg Road. The property is zone R1 by Henderson County. The rezoning is for a PRD CZD, Planned Residential Development Conditional Zoning District. The proposed project will consist of 15 buildings and 30 units. Mr. Manley showed the site plan and the aerial view. He stated the land uses in the area. The property is approximately 5.33 acres. The preliminary site plan will be reviewed by staff. The developer is on the zoom call to give a presentation.

Adam Merritt with Pesterfield Civil Engineering stated he would give a brief summary. The property is currently zoned R1 by Henderson County and they plan to rezone it to City of Hendersonville PRD CZD, Planned Residential Development Conditional Zoning District. They will be consistent with the rules and regulations of the City of Hendersonville's requirements for PRD's. They will construct sidewalks in the development and the access will be from Old Spartanburg Road.

Mr. Merritt stated the Henderson County zoning would allow for intermediate to high density, which means they can have 33 units and as much as 67 units under the county zoning. They only plan to have 30 units and will meet the PRD requirements. This project will help to solve the current housing crisis in the area.

Mr. Merritt stated they plan annex into the city for sewer service and they plan to keep as much vegetation as possible. The developer plans to be responsible to the environment and plans to install a nature trail around the site.

The units will be rental units and will not be low income housing units. The development will not be gated. They will obtain the proper stormwater permits and erosion control permits. They fully intend to handle the stormwater on-site. There was no need for a traffic study

Mr. Merritt stated they have heard comments concerning the 15 buildings and how that is a lot for the 5.6 acres, but they are going with fewer units than what the current zoning will allow. Several neighbors were concerned about the dead trees and having them removed from the lot. They will pass these comments along to the developer. They are proud of the results of this project and the design. The developer will integrate this project seamlessly into the community.

Mr. Manley stated he will open the public comment. Anyone attending can come into the room one at a time and state their comments. He will also read the written comments into the record.

The written comments are below:

Sharon Franklin, Chairperson of Sharon's Crossing HOA Homeowner of 145 Sharon's Way

In regards to the conditional zoning of property at 2201 Old Spartanburg Rd, I have listed my questions/concerns below. I am not in favor of the development as it will directly affect my property and its value as well as the value, security and charm of Sharon's Crossing community.

- 1) Will the units be for rent or purchase? Will this be low income/affordable housing?
 - a) If for purchase
 - i) What will the purchase price be?
- ii) Will there be an HOA?
- iii) What is the allowable rental percentage?
- 2) What is the square footage of each unit?
- 3) What is the plan for traffic?
 - a) Will there be only one way in/out?
 - b) Will Old Spartanburg Road be widened to allow for turning, or will there be a new traffic light?

4) What security will there be for homeowners of adjacent properties? Is there plan for a privacy fence/wall along the Sharon's Crossing /adjacent property border? If so, will that be built at the start of the project?

- 5) What is the plan for Big Oak Park?
- 6) What type of outdoor lighting will be installed?
- 7) Will the remaining trees be removed? Will trees be planted throughout property?
- 8) Currently, SC drainage/water runoff (i.e. during heavy rain) is directed or naturally flows into the woods or ditch.
 - a) Will the developer's plans impede this natural drainage from SC?
 - b) Will any storm drains be installed?
 - c) How big will storm pond be and what exactly is the plan for routing drainage there?
- 9) What will the plan be for sewage? Septic system?
- 10) What is the plan for solid waste? Separate bins or dumpster?

11) I see that there is a dog area at the lower end of the property. How will this area be maintained so as not to have unsanitary conditions?

12) Assuming the rezoning is allowed, when will (you) break ground? What is the projected completion date?

Mr. Merritt stated the units will be for rent and will not be low income housing.

Austin Greenhalge with Pesterfield Civil Engineering stated he is also one of the engineers working on this project. The rent will be \$2500 a month. They will have a HOA and ensure the common space is managed appropriately. These will all be rental units. The square footage is 1,840 square feet per unit. They will have two floors. Traffic is one-way in and one-way out. They fall below the threshold of a TIA and no signal will be required. Concerning the security of the adjacent properties, there is a vinyl fence there now and they have no intention of building a fence. They will not have a dog park, but they will have a nature trail and a stormwater pond. They plan to beautify the area. They will not have any outdoor lighting. Street trees will be planted and they will only remove the trees that need to be removed. There will be minimal impact to the existing vegetation. They will have an area of the stormwater system under the trail. They are not sure if it will be a retention pond or a detention pond. The stormwater will be managed properly on site. It is important to the Page 2 of 6

developer to work well with the neighbors. Once they go through the process they will have a clearer picture on the groundbreaking and completion date.

Paula Meek

Address

143 Sharons Way, East Flat Rock, North Carolina 28726

Public Comment

- 1. 15 units is a lot for 5.5 acres. Are they to be Rentals or sold?
- 2. Will they put up a wall or fence between units and Sharons Crossing development?
- 3. How many Bedrooms per unit?
- 4. Are they low income housing?
- 5. If sold will it have an HOA?
- 6. How will the development be accessed? Upward road? or Old Spartanburg.
- 7. Noise, more traffic, school buses, ER vehicles,
- 8. Is it a gated development?
- 9. Will it have side walks?

Mr. Merritt stated these will be rentals and will not be sold. There will be four bedrooms per unit. They will have a HOA. The access will be from Old Spartanburg Road. The development will not be gated.

Mr. Greenhalge stated the only traffic will be the residents of the development. He is not sure about school buses. The cul-de-sac will be large enough to handle the largest firetruck the city has and it will meet all requirements. The sidewalk will have curb and gutter and the development will be very nice.

Name Crystal Gera

Address

132 Sharons Way, East Flat Rock, North Carolina 28726

Public Comment

I have concerns about the effect the new development will have on traffic on Old Spartanburg Road. There is a lot of pedestrian traffic on Old Spartanburg road daily as well as children waiting for school buses and High School students walking to East Henderson HS. There will be a large increase in traffic on this road, due to the entrance to the new development being on Old Spartanburg Road. What safety measures will be implemented to protect the pedestrians and school kids?

I also have concerns about the effect on property values in Sharon's Crossing. Will this be section 8 housing? Gated Community? The new development will increase traffic noise and result in loss of green space.

The wooded area that will be destroyed houses a variety of wildlife -Will you be planting new trees and keeping any green spaces?

For the homeowners that have property adjacent to the property line will have a significant loss of privacy. Will the developers install privacy fences between Sharon's Crossing properties and the New development? What are the regulations regarding a firing range so close to a residential area?

Mr. Merritt stated this will not be Section 8 housing. The community will not be gated. Concerning the safety of the pedestrians, everything will be kept out of the site triangle.

There is no exiting sidewalk on Old Spartanburg Road and they do not plan to construct one.

Mr. Manley asked about the closeness of the structures. Mr. Greenhalge stated the closest structure would be 40 feet. Units 19/20 will be 65 feet and units 15/16 will be as much as 75 feet.

Name Jean O'Rourke

Address

104 Sharons Way, East Flat Rock, North Carolina 28726

Public Comment

I have the following concerns/questions pertaining to this project as follows: 5.5 acres with 30 residences seems very dense. Will these be for sale or will they be rental units? Plans to address wetlands? Barrier/ fencing to protect our property? Spartanburg Hwy only access/ egress?

As a neighbor I am concerned my quiet neighborhood may abut 30 " apartments" severely changing the demographic I recently bought into.

Mr. Merritt stated it is the developers desire to prevent any impact to the areas ecological system. They plan to stay away from the wetlands.

Name

Robert Parks

Address

147 Sharon's Way, East Flat Rock, North Carolina 28726

Public Comment

I have a few concerns that I hope can be brought to the table during this meeting today. The questions are as follows: 1. Will there be a fence or wall built between the proposed property and the current residences in Sharon's Way? if so what type?

How will the water and runoff from the new construction be diverted away from the Sharon's Way properties?
 What type of Duplex community is being built? Section 8? If it is section 8, will back ground checks be required for residence? We currently have a very safe neighborhood for our children at Sharon's Way and we certainly want to make sure that it remains that way.

4. Per the map that we have been provided, there will be a section of the wooded area that back up to our community that will remain. Will the new developers be removing the large amount of dead Oak trees and lvy that continues to deteriorate and fall onto our properties and grow over our fences. I currently have multiple sections of my rear fence that have been damaged and the roof of my metal shed has been compromised and is leaking. We have continued to have to cut falling trees and debris from off of our properties as well as cutting back the invasive ivy. (I would like to speak with someone regarding these issues)

Mr. Merritt stated the run-off will be away from Sharon's Crossing. Mr. Greenhalge stated the developer's intent is to clean up any existing dead trees and trash, etc., that is on the property now. As far as the stormwater runoff, they will be doing curb and gutter and the runoff will be captured onsite and rerouted. The lay of the land is very workable and stormwater runoff will not be an issue. They will be happy to come and meet with any of the neighbors on site.

Name Joan Gera

Address

141 Sharon's Way, East Flat Rock, North Carolina 28726

Public Comment

Needless to say that I am distressed to learn of the proposed rezoning of said property and the increased noise and air polution it will add to the area. I have the following comments and questions that I hope you will adddress. I belive that the number of units that you propose on the small acreage of 5.5 is excessive. Is this development planned for low income residential or rental? A gated community with a HOA? Where do you plan for the entrance and exit to the community? How will traffic be controled? Most households are of two cars. That will be 60 cars plus visitors, mail car, garbage trucks, school bus, delivery trucks, service and maintenance trucks etc. (Sounds like a peaceful morning) A lot of traffic for a small area. Are you considering widening Old Spartanburg Road? How are utilities being addressed? Are electrical wires going underground? Are you considering a privacy and noise barrier between properties such as double row of evergreen Arborvitae trees/shrubs or other? We have plenty of noise from the traffic on Upward road and from Rex's Gun Range that is a constant seven days a week. How will the residents of your development handle that. Last year there was so much noise coming from the range I had called the owner and voiced my concern for my own safety in my own back yard being only 180 feet from their property as they were shooting outside. I asked him what kind of weapons were being used and he said they were testing rifles and shooting in a barrel and I wasn't in danger. Sure,I thought ! I suggested he add more sound proofing to his indoor range stating how loud it was and he said sorry he was there before Sharon's Crossing. Back to the point......When you clear out the wooded area you are also taking away the nesting of birds (I put up a bird feeder and bird bath a week ago and have been so very excited to attract five different species so far) and they fly in from the woods. In the spring a lot of rabbits will be hopping across the lawns along with other wildlife. Would you believe a deer! Surly all will be disturbed and disrupted. Several weeks ago I questioned the surveyor while in my yard and he said the owners would not build behind my property because it was swampy and that they were going to make a pond and a dog run further down. I asked if it was for the community and he said no. It was private. Said he is member of the planning committee.????Guess that was not reliable information. So those are my key points at this time. I would like to be a good and compatible neighbor but this does not look well to me being right on the property line. I would not like to see this rezoned for multiple dwellings. Sorry. Have a nice day. I plan to attend the meeting.

Mr. Manley asked about the utilities being underground. Mr. Merritt stated that has not been discussed with the developer yet. They have not heard back from Henderson County concerning the gun range.

Name Nance Ray

Address

231 Bell Ave, E Flat Rock, North Carolina 28726

Public Comment

Team,

we searched the Henderson Cty Planning Website for information on the proposed "Oak Preserve" but was unable to locate any solid information, so along with some fellow neighbors we have the following basic questions:

1) Since Old Spartenburg Rd is narrow, has a traffic study been done to determine the impact of adding 45-60 additional auto's in that small area?

2) Has anyone considered how close the units will be to the Firing Range(the noise issue)?

3) One question that kept coming up among us local residents, does this developer have a good track record/history of developing similar developments? Do they have experience developing and building projects of this size? Where? We all know the quality of the projects around Highland lake area, so we would like to have the confidence of this project.

4) We believe we need a few additional weeks to better understand this project and get our arms around it.

Mr. Greenhalge stated the developer is aware of the firing range and he understands there is a gun range nearby. The units will serve as a buffer to the residents of Sharon's Crossing. These developers are proactive and they want to put their money back in the community. The development will be very nice and they plan to bring more information to the Planning Board meeting. They will ask that the developer attend that meeting also. He stated he understands the frustration of the neighbors when the meeting was postponed but they wanted to be better prepared. They will have additional information at the Planning Board meeting.

Ken Fitch, 1046 Patton Street stated there is a compatibility issue with the closeness of the units numbered 17 and 18 and the adjacent property to units 23 and 24. The setback is much narrower there. Also, is it permissible for the nature trail to be in the setback. Will the trail be paved? Will the HOA be housed on site? Is the only parking in the driveways? Will pets be allowed? Will the road be public or private? How will they handle the garbage? Parking for guests may be an issue. Will services be provided by the city and if not then by who? Are exterior sidewalks required?

Mr. Manley stated sidewalks will be required on Old Spartanburg Road.

Mr. Merritt stated it is his understanding that the nature trail can be in the setback. The trail will not be paved. Pets will be allowed. The HOA will uphold the rules. They will not have a dumpster area and any garbage receptacles will be blocked from view and will be hidden. If sidewalks are required on Old Spartanburg Road then they will put them in.

Mr. Greenhalge stated the driveways are extra deep with curb and gutter. He explained the distance from the driveway to the porch. They designed the parking to meet the demand and it goes above and beyond what is required. The setbacks are much larger and they do not encroach on any 30 foot setback. All the buildings meet the separation requirement for the fire code.

Terry Hill, 119 Sharon's Crossing stated stormwater is an issue. In March they had heavy rains and at least 4 to 6 inches of rain fell causing a tremendous amount of water. There was as much as a 10-foot width of running water going down the property. He understands they plan to install curb and gutter but he has been in the area for 25 years and it has been this way the whole time. Sharon's Crossing sits low and collects water from about 15 acres. They will need a 36 inch drain pipe to handle the amount of water from their site.

Mr. Merritt stated they will do whatever is needed to fully understand the amount of water and to do their calculations. They have been doing this for several years and they feel they will be able to handle the water and will take into account the 15 acres. They will take care of the stormwater on site.

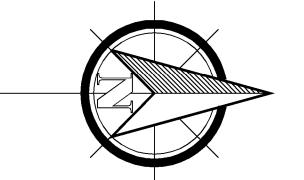
Mr. Greenhalge stated the contour on site will be graded and will not sit at the existing grade. They will direct the water where it needs to go.

Mr. Hill stated if any back filling will be done, that will impact their property as well. Mr. Merritt stated they will take care of any issues early in the grading process. Mr. Hill asked if the HOA covenants have been recorded at the courthouse so that he can have a copy. Mr. Merritt stated that will come later in the process. They will ask the developer to share those once they have been recorded. Mr. Merritt asked Mr. Hill to reach out to him so they can discuss his issues further.

Mr. Manley asked if anyone else would like to comment. No other comments were made.

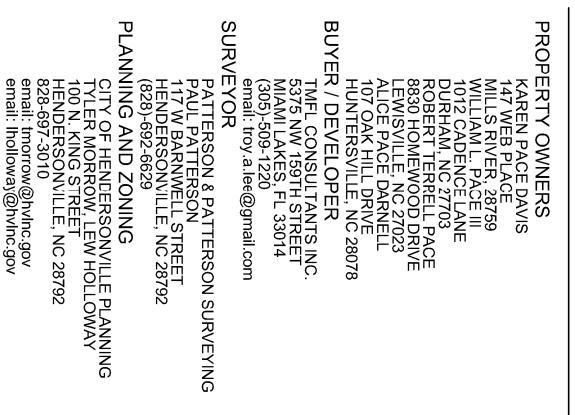
Mr. Manley stated this concludes the meeting. He stated the next step for this project is the Planning Board and everyone that got noticed will be noticed of the Planning Board meeting as well. The property will also be posted with the meeting information on the sign. This project should go before the Planning Board on May 10th and City Council on June 3rd.

With no further comments or questions, Mr. Manley closed the meeting at 3:00 pm.

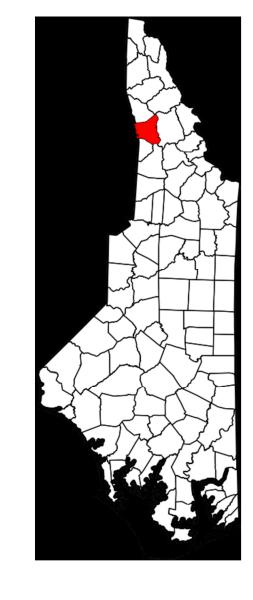


ANNED RESIDENTIAL DEVELOPMEN for TMFL CONSULTANTS, INC. HENDERSON COUNTY, NORTH CAROLINA APRIL 22, 2021 OAK PRESERVE

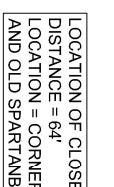
PROJECT CONTACTS:

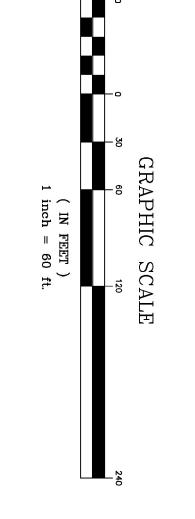


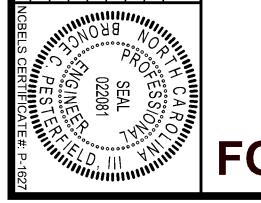




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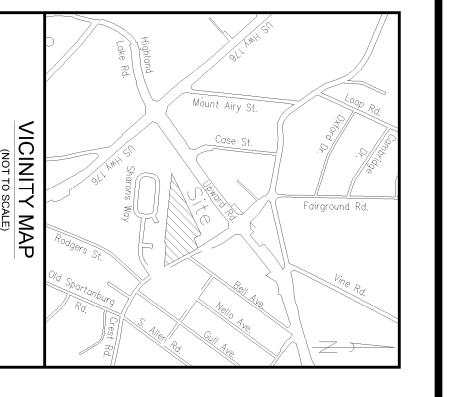
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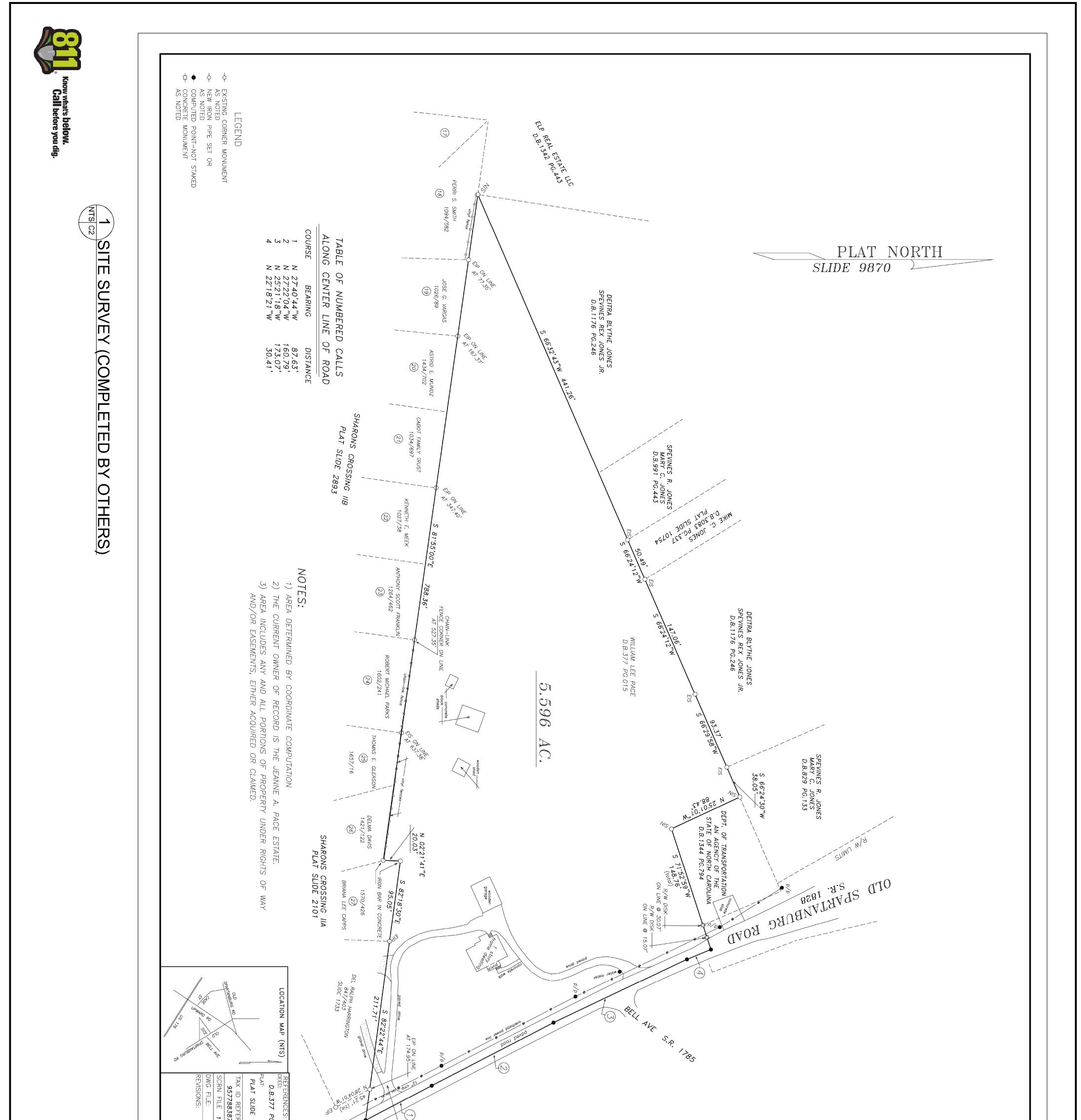
RNER OF NELLO AVE EST FIRE HYDRANT

5.35 UNITS PER ACRE	DENSITY OF SITE
29.25 FT	BUILDING HEIGHT
71.82 %	% OPEN SPACE
175,258.76 SQ FT	OPEN SPACE (SQ FT)
111,216.55 SQ FT	DISTURBED AREA (SQ FT)
5,968.35 SQ FT	SIDEWALK (SQ FT)
1,992 SQ FT	BLDG FOOTPRINT (SQ FT)
29,880.00 SQ FT	TOTAL BLDNG (SQ FT)
19,575.66 SQ FT	PAVING AREA (SQ FT)
47,390.36 SQ FT	IMPERVIOUS AREA (SQ FT)
19.42 %	% IMPERVIOUS
15,181.21 SQ FT	PERVIOUS PAVING (SQ FT)
244,040.36 SQ FT	PARCEL SQ FCOTAGE
5.60 ACRES	PARCEL ACREAGE
9577-88-3870	PARCEL IDENTIFICATION #
R1 (COUNTY)	CURRENT ZONING
NING - MAJOR PRD	PRD CONDITIONAL REZONING
SUMMARY	SITE SUM

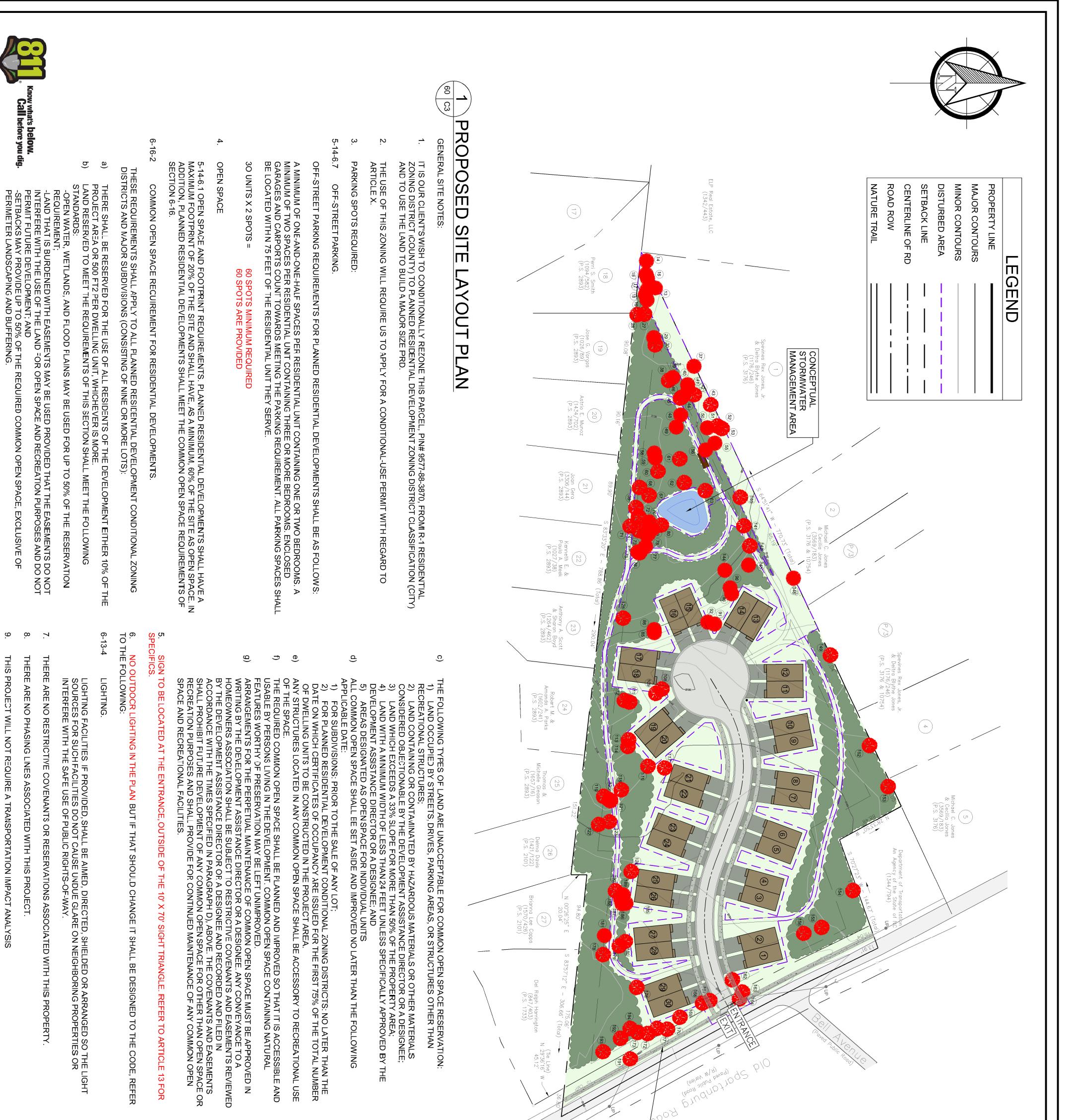
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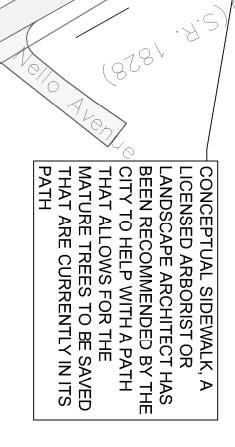


	CES: 7 PG.175 LIDE 9870 E 17-093 SI DATE: JANUARY 3rd, 2018 CES DATE: JANUARY 3rd, 2018 CES SI SI SI SI SI SI SI SI SI S	PURPORTED EASEMENT ALONG DRIVE ALLOWING ACCESS FOR HARRINGTON PROPERTY	REGISTER OF DEEDS	State of North Carolina County of	I <u>STEVEN LLOYD WACCONER</u> , a PROFESSIONAL LAND SURVEYOR, certify that this plat was drawn under my supervision from an actual survey made under my supervision from (deed description recorded in Book <u>AS</u> , Page <u>SHOWN</u>); that the boundaries not surveyed are clearly indicated drawn from information found in Book <u>AS</u> , Page <u>SHOWN</u> ; that the ratio of precision as calculated is 1/ <u>10,000</u> ; that this plat was prepared in accordance with G.S. 47–30 as amended. Witness my original signature, registration number and seal. this <u></u> day of, A.D., 20	I, <u>STEVEN LLOYD WAGGONER</u> , PROFESSIONAL LAND SURVEYOR, certify that this plat represents a survey of an existing parcel or parcels of land and does not create a new street or change an existing street. G.S. 47-30 (f) (11) (c)	PLAT OF SURVEY OF THE JEANNE A. PACE ESTATE HENDERSONVILLE TOWNSHIP HENDERSON COUNTY NORTH CAROLINA JANUARY 3rd, 2018 SCALE 1"= 50'
FOF INFORM/ ONL	SCALE NOT TO SCALE DRAWN BY AMG/CAM CHECKED/APPROVED BY BCP DATE 02/19/2021 04 PROJECT NO. 2021-009 SHEET NO. C2 of 5 DRAWING NO.				OAK PRESERVE PRI		PESTERFIELD CIVIL ENGINEERING
FOR INFORMATION ONLY	of 5 0 PR BY REV	A DATE DESCRIPTION: AWING TITLE SITE SURVEY (COMP	PLETED BY OTHERS	CITY		N COUNTY	PESTERFIELD CIVILENGINEERING 4005 Asheville Hwy, Hendersonville, NC 28791 828.252.8423 www.pesterfieldengineering.com



- THIS PROJECT WILL NOT REQUIRE A TRANSPORTATION IMPACT ANALYSIS
- 9. 10 THERE ARE NO RIGHTS-OF-WAY COMPLIANCE APPLICATIONS TO THIS PROJECT

5.35 UNITS PER ACRE	DENSITY OF SITE
29.25 FT	BUILDING HEIGHT
71.82 %	% OPEN SPACE
175,258.76 SQ FT	OPEN SPACE (SQ FT)
111,216.55 SQ FT	DISTURBED AREA (SQ FT)
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9577-88-3870	PARCEL IDENTIFICATION #
R1 (COUNTY)	CURRENT ZONING
NING - MAJOR PRD	PRD CONDITIONAL REZONING
SUMMARY	SITE SUM

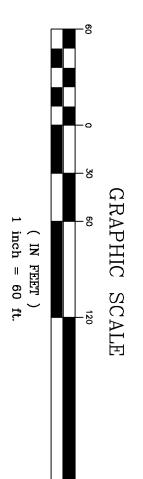


COMPREHENSIVE PLAN COMPLIANCE:

WE ARE PROPOSING A MEDIUM DENSITY HOUSING THAT WILL SUPPORT THE NEIGHBORHOOD ACTIVITY CENTER BLOCKS AWAY AND PROVIDE A TRANSITION FROM IT TO THE ADDITIONAL MEDIUM INTENSITY AND LOW DENSITY NEIGHBORHOODS, AS WELL AS THE COUNTY AND THE SURROUNDING NATURAL RESOURCE AND CONSERVED AREAS. OUR DESIGN WAS CREATED TO ENSURE THE CITY'S GOAL OF PROMOTING A WALK-ABLE NEIGHBORHOOD DESIGN THAT CREATES ATTRACTIVE AND FUNCTIONAL ROADWAY CORRIDORS IS MET.

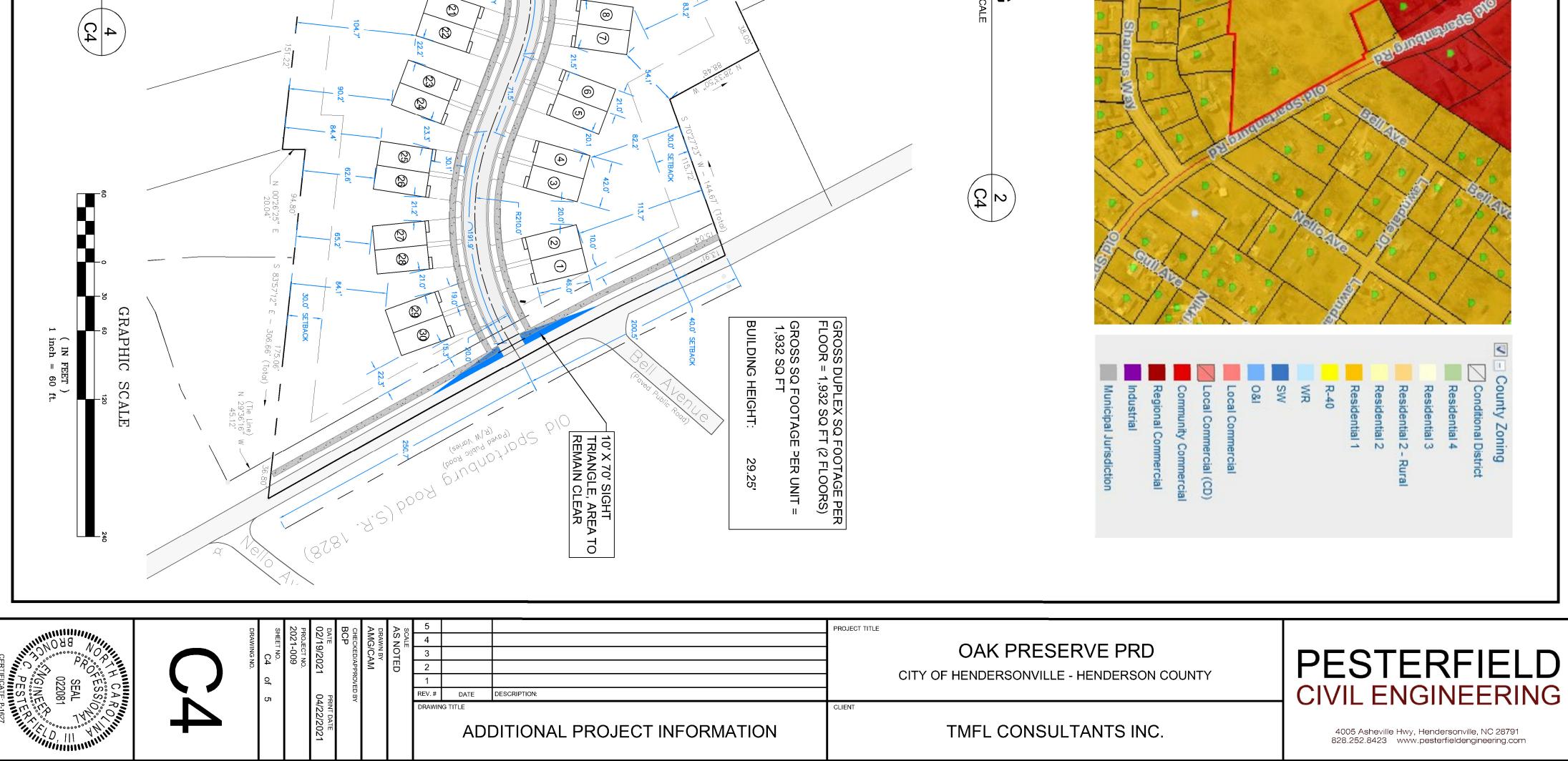
THE CLOSEST ZONING CLASSIFICATION IN THE CITY'S COMPREHENSIVE PLAN THAT CAN APPLY IS MEDIUM INTENSITY NEIGHBORHOOD, WHICH ENCOURAGES PLANNED RESIDENTIAL DEVELOPMENTS AS A SECONDARY USE WITHIN IT. WHILE THE SITE WOULD BE PERFECT FOR HIGH DENSITY DEVELOPMENT OF 8 OR MORE UNITS PER ACRE, WE FEEL THAT A MEDIUM DENSITY OF 6 UNITS PER ACRE WOULD BE A GOOD COMPROMISE. THE DEVELOPER HAS CHOSEN THE SMALLER DENSITY TO PREVENT A BIGGER ENVIRONMENTAL IMPACT TO THE SMALLER DENSITY TO THE AREA. WE ARE PROPOSING THAT THIS PARCEL BE REZONED FOR A MAJOR PRD. THIS LAND USE IS MEANT TO BE LOCATED BETWEEN THE NEIGHBORHOOD ACTIVITY CENTER LAND USES/HIGH DENSITY RESIDENTIAL AREAS AND THE LOW DENSITY NEIGHBORHOODS & CONSERVATION LAND.

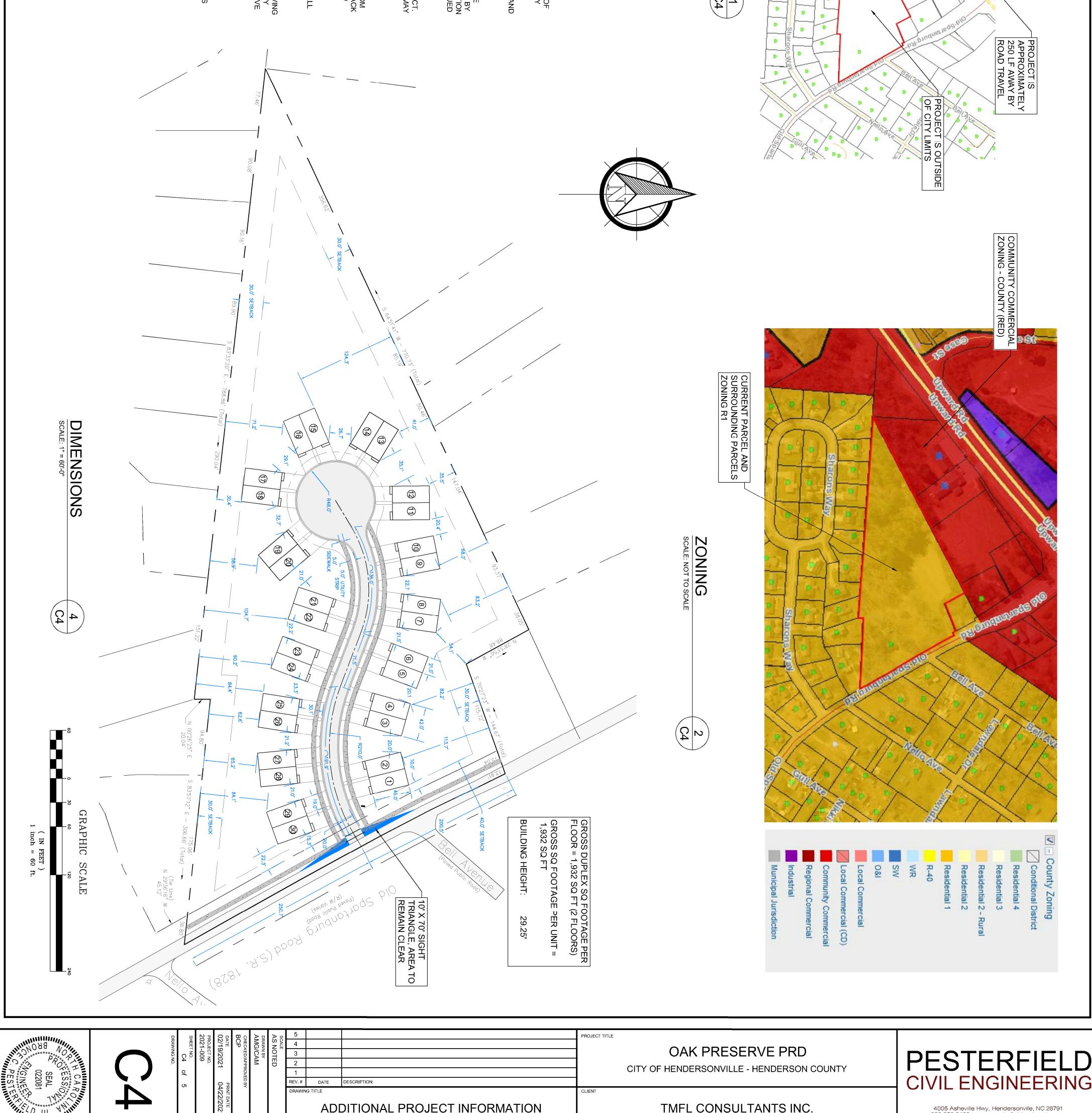
(FOR CONSISTENCY IN THE COUNTY'S PLAN, THE SURROUNDING COUNTY PROPERTY'S FUTURE LAND USE IS SET TO BE RESIDENTIAL WITH MAXIMIZED DENSITY)

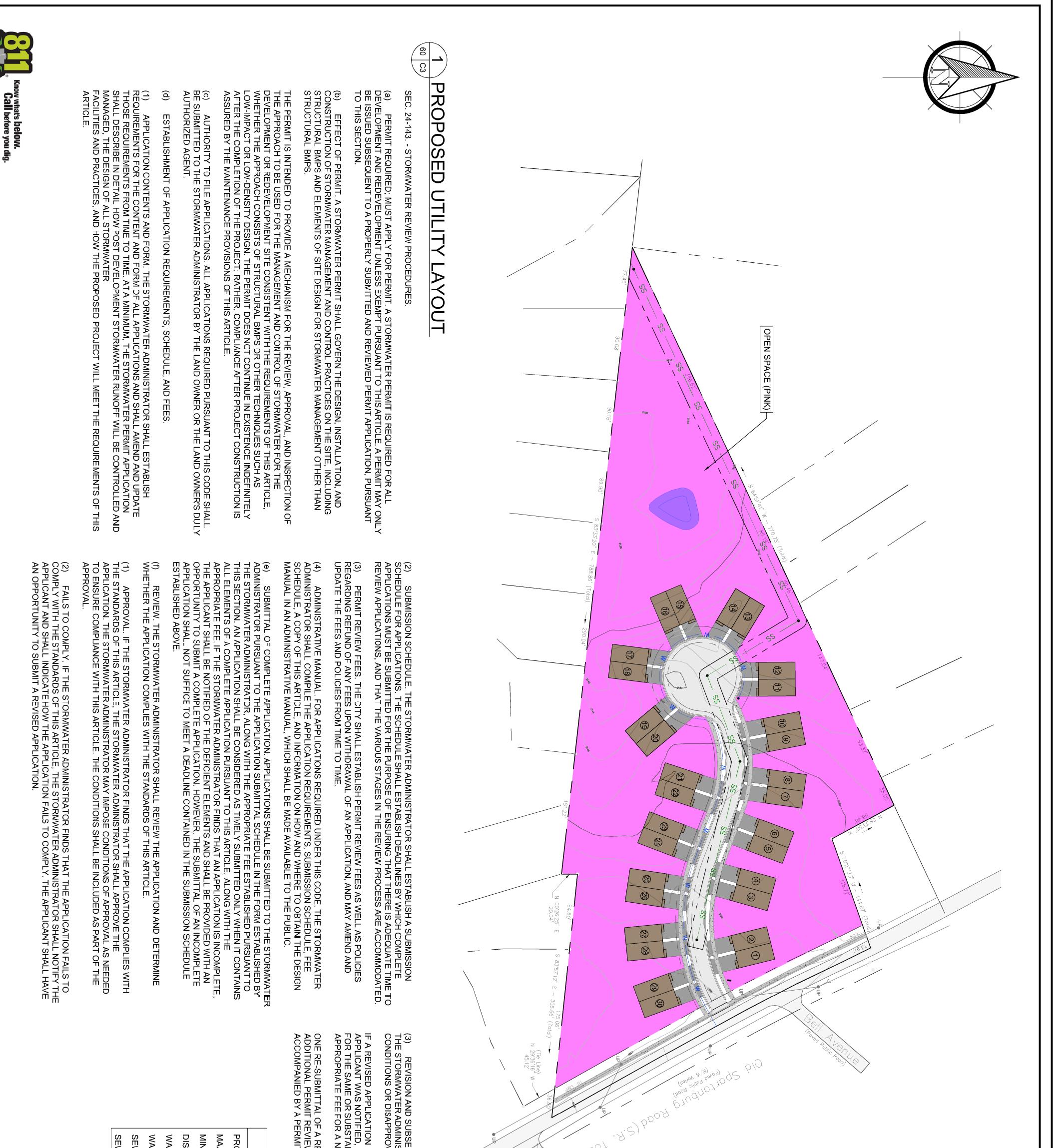


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EAL TWO WINNING	С С			RINT DATE 4/22/2021			DRAW	ING TITLE	PROPOSED SITE LAYOUT PLAN	CLIENT	TMFL CONSULTANTS INC.	4005 Asheville Hwy, Hendersonville, NC 28791 828.252.8423 www.pesterfieldengineering.com

Image: Section	 SECTION 5-1 PRD PLANED RESIDENTIAL DEVELOPMENT CONDITIONAL ZONING DISTRICT CLASSIFICATION. THS ZONING DISTRICT CLASSIFICATION IS DESIGNED TO ACCOMMODATE PLANED RESIDENTIAL DEVELOPMENT SWITH ANTICLE WITH AND DESIGNMENT DISTRICT SHALL BE SECOND WITH ANTICLE WITH AND DESIGNMENT AND DE	
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(3) REVISION AND SUBSEQUENT REVIEW. A COMPLETE REVISED APPLICATION SHALL BE REVIEWED BY THE STORMWATER ADMINISTRATOR AFTER ITS RE-SUBMITTA_ AND SHALL BE APPROVED, APPROVED WITH CONDITIONS OR DISAPPROVED.

IF A REVISED APPLICATION IS NOT RE-SUBMITTED WITHIN 30 CALENDAR DAY'S FROM THE DATE THE APPLICANT WAS NOTIFIED, THE APPLICATION S-IALL BE CONSIDERED WITHDRAWN, AND A NEW SUBMITTAL FOR THE SAME OR SUBSTANTIALLY THE SAME PROJECT SHALL BE REQUIRED ALONG WITH THE APPROPRIATE FEE FOR A NEW SUBMITTAL.

one re-submittal of a revised application may be submitted without payment of an additional permit review fee. Any re-submittal after the first re-submittal shall be accompanied by a permit review fee additional fee, as established pursuant to this . ARTICLE.

SITE SUM	SUMMARY
PRD CONDITIONAL REZONING	NING - MAJOR PRD
CURRENT ZONING	R1 (COUNTY)
PARCEL IDENTIFICATION #	9577-88-3870
PARCEL ACREAGE	5.60 ACRES
PARCEL SQ FOOTAGE	244,040.36 SQ FT
PERVIOUS PAVING (SQ FT)	15,181.21 SQ FT
% IMPERVIOUS	19.42 %
IMPERVIOUS AREA (SQ FT)	47,390.36 SQ FT
PAVING AREA (SQ FT)	19,575.66 SQ FT
TOTAL BLDNG (SQ FT)	29,880.00 SQ FT
BLDG FOOTPRINT SQ FT)	1,992 SQ FT
SIDEWALK (SQ FT)	5,968.35 SQ FT
DISTURBED AREA SQ FT)	111,216.55 SQ FT
OPEN SPACE (SQ FT)	175,258.76 SQ FT
% OPEN SPACE	71.82 %
BUILDING HEIGHT	29.25 FT
DENSITY OF SITE	5.35 UNITS PER ACRE

NOT LOCATED IN A FLOOD ZONE THERE ARE NO STREAMS ON THIS SITE.

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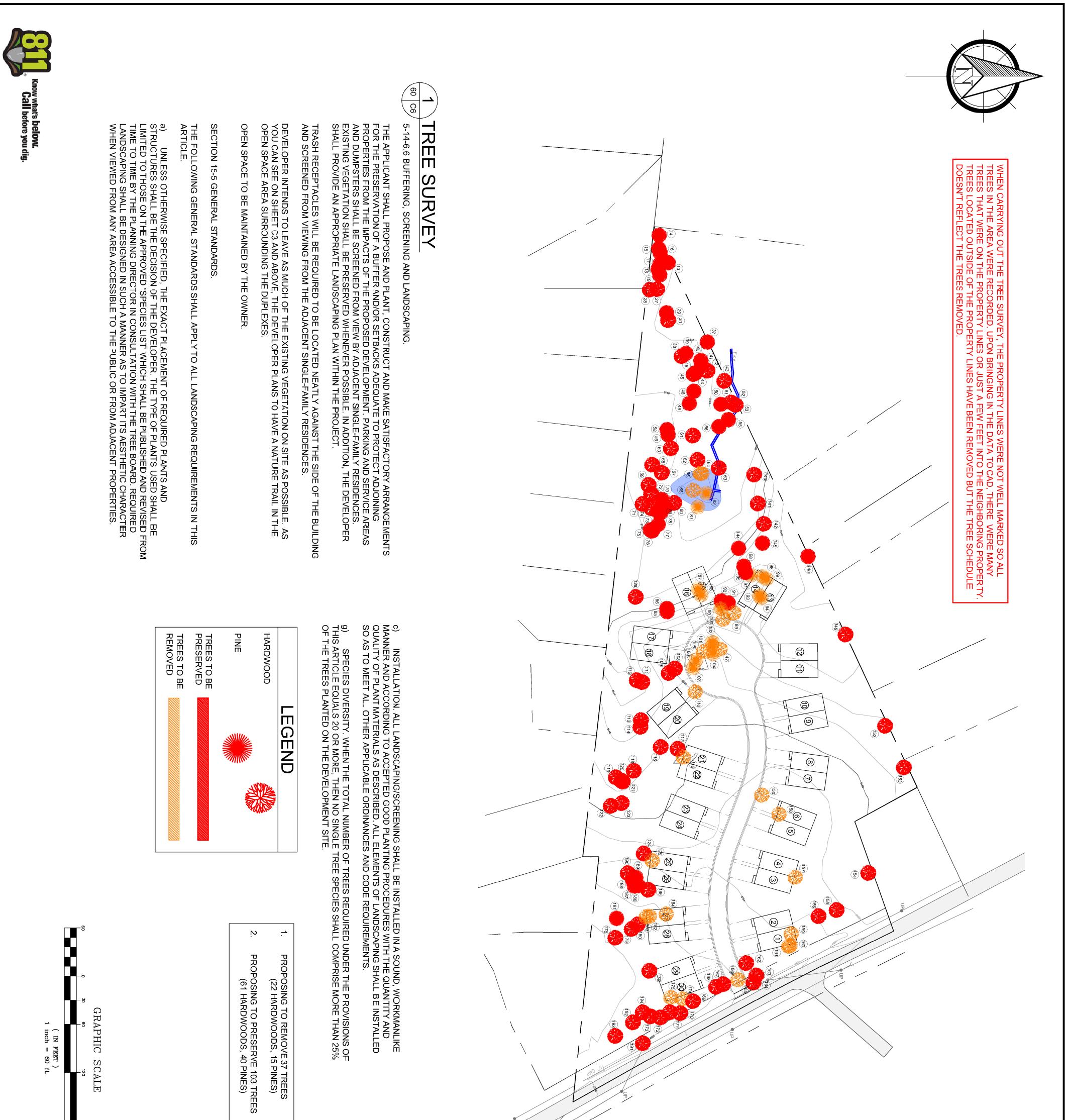
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	S		RINT DATE 4/22/2021	,		DRAWING	TITLE	PROPOSED UTILITY LAYOUT	CLIENT	TMFL CONSULTANTS INC.	4005 Asheville Hwy, Hendersonville, NC 28791 828.252.8423 www.pesterfieldengineering.com



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CERTIFICATES		2021-009 SHEET NO. C.6 of f	DATE PI 02/19/2021 0. PROJECT NO.	ECKED/APPROVED	AS NOTED DRAWN BY AMG/CAM	5 4 4 - 3 - 2 - 1 - REV. # DATE DESCRIPTION:		PROJECT TITLE	OLD SPARTANBURG RD PRD HENDERSON COUNTY	PESTERFIELD
	O	-	PRINT DATE 04/22/2021			DRAWING TITLE	SURVEY	CLIENT	TMFL CONSULTANTS INC.	4005 Asheville Hwy, Hendersonville, NC 28791 828.252.8423 www.pesterfieldengineering.com

Conditional Zoning District Petition

Thank you for filling out the form. Your application has been submitted.

12012021	Conditional Zoning District Petition			
Date:		Section 7, Item D.		
3/26/2021				
Name of Project OAK PRESERVE PLANNED RESIDE	ENTIAL DEVELOPMENT			
Address/Location of Property 2201 OLD SPARTANBURG RD				
List 10 digit PIN or 7 digit PID num 9577-88-3870	ber for each property			
Check type of Development Residential				
Current Zoning R1 COUNTY	Proposed Zoning PRD CITY			
List requested uses "MAJOR" PLANNED RESIDENTIAL	DEVELOPMENT			
Total Acreage 5.33	Proposed Building Sq. ft. 29880			
Dwelling Units	Conceptual Plan			
30	<u>C1.pdf</u> 5.37 MB	<u>*</u>		
	<u> し C2.pdf</u> 3.31 MB	<u>*</u>		
	C <u>3.pdf</u> 2.65 MB	*		
	<u>C4.pdf</u> 7.08 MB	*		
	<u>C5.pdf</u> 1.56 MB	*		
Conditional Zoning District Petition				

(Continued)

Proposed conditions for the site:

THE SITE WILL HOUSE 30 INDIVIDUAL DWELLINGS MADE UP OF 15 BUILDINGS. EACH DWELLING WILL HAVE AMPLE PARKING SPACE. THE UNITS ARE 4 BEDROOM UNITS WITH 2 STORIES. UTILITIES WILL BE PROVIDED TO EACH UNIT. THE ROADWAY CORRIDOR WILL MEET CITY SPECIFICATIONS AND THERE WILL BE SIDEWALK ACCESS FROM THE ENTRANCE OF THE PRD TO THE CUL-DE-SAC.

It is important that the applicant consider the following factors. See Section 11-4 of the Zoni Ordinance for more information. Please use additional pages and/or attachments if necessa.

Explain consistency with the City's Comprehensive Plan:

AS THE PARCEL IS IN COUNTY ZONING CURRENTLY, THE COUNTY COMPREHENSIVE PLAN CALLS FOR THE AREA TO BE RESIDENTIAL WITH DENSITY MAXIMIZED WHERE UTILITIES ARE PRESENT. IT IS IMPORTANT TO NOTE THAT THIS DEVELOPMENT WOULD BE ACCEPTABLE UNDER THE COUNTY'S COMPREHENSIVE PLAN AS WELL.

REGARDING THE CITY'S COMPREHENSIVE PLAN, WE ARE PROPOSING A MEDIUM DENSITY HOUSING THAT WILL SUPPORT THE NEIGHBORHOOD ACTIVITY CENTER BLOCKS AWAY AND PROVIDE A TRANSITION FROM IT TO THE OTHER MEDIUM AND LOW INTENSITY NEIGHBORHOODS AND THE COUNTY AND THE SURROUNDING NATURAL RESOURCE AND CONSERVED AREAS. OUR DESIGN WAS CREATED TO ENSURE THE CITY'S GOAL OF PROMOTING A WALK-ABLE NEIGHBORHOOD DESIGN THAT CREATES ATTRACTIVE AND FUNCTIONAL ROADWAY CORRIDORS IS MET.

Explain compatibility with surrounding land uses:

THE CLOSEST ZONING CLASSIFICATION IN THE CITY'S COMPREHENSIVE PLAN THAT CAN APPLY IS MEDIUM INTENSITY NEIGHBORHOOD WHICH ENCOURAGES PLANNED RESIDENTIAL DEVELOPMENTS AS A PRIMARY USE WITHIN IT, WE ARE PROPOSING THAT THIS PARCEL BE REZONED FOR A MAJOR PRD. THIS LAND USE IS MEANT TO BE LOCATED BETWEEN THE NEIGHBORHOOD ACTIVITY CENTER LAND USES AND THE MEDIUM/LOW INTENSITY NEIGHBORHOOD'S LAND USES. (AND FOR CONSISTENCY IN THE COUNTY, THE SURROUNDING COUNTY PROPERTY'S FUTURE LAND USE IS SET TO BE RESIDENTIAL WITH MAXIMIZED DENSITY)

Explain whether changed conditional require a map amendment:

THIS CHANGE WOULD REQUIRE A MAP AMENDMENT AND THE ZONING WOULD BE TIED TO THE DEVELOPMENT PERMANENTLY.

Explain how the petition is in the public interest:

THE IMMEDIATELY SURROUNDING LOW DENSITY RESIDENTIAL AREAS WILL BENEFIT FROM HAVING THE MEDIUM DENSITY RESIDENTIAL AREA BUILT BETWEEN THEMSELVES AND THE NEIGHBORHOOD ACTIVITY CENTER/COMMERCIAL AREAS OFF UPWARD ROAD AND OLD SPARTANBURG HIGHWAY AS AN ATTRACTIVE TRANSITION. THIS TRANSITION WILL HAVE APPROPRIATE WALK-ABLE AND DRIVE-ABLE INFRASTRUCTURE DESIGNED TO BE AESTHETICALLY PLEASING.

Explain whether adequate public facilities are available:

THESE WILL BE PRIVATE RENT-ABLE RESIDENCES, NO PUBLIC FACILITIES ARE REQUIRED. ADEQUATE UTILITIES WILL BE PROVIDED TO EACH RESIDENCE.

Explain the impact the petition would have on the natural environment:

THE SITE WILL BE DEVELOPED WITH THE MINDSET OF CAUSING THE LEAST AMOUNT OF IMPACT TO NATURAL ENVIRONMENT AS POSSIBLE. THE DEVELOPER WILL MAKE EVERY EFFORT TO SAVE AS MUCH CURRENT VEGETATION ON SITE AS POSSIBLE THROUGH OUT THE CONSTRUCTION PROCESS AND THE NATURE TRAIL CREATION. THE INCREASE IN IMPERVIOUS SURFACE WILL CAUSE A NEED FOR ENGINEERED STORM WATER FEATURES IN THE DESIGN AND THE DEVELOPER COMMITS TO PROPERLY HANDLING AND TREATING THE STORM WATER AS NECESSARY BEFORE ALLOWING IT TO LEAVE THE SITE.

Additional information:

N/A

Note additional approvals prior to issuance of Zoning Compliance Permit may include, but are not limited to:

- 1. Henderson County Sedimentation & Erosion Control Permit
- 2. Stormwater management plan
- 3. Utility approval
- 4. NCDOT permit
- 5. Any other applicable permits as determined by the Development Assistance Department

Signature pages for Conditional Zoning District Petition

Designated Agent

Pesterfield Civil Engineering, PLLC

Address

4005 Asheville Hwy, Hendersonville, North Carolina 28791

Phone (828) 252-8423 Email austin@pcels.com

Applicant Name TMFL Consultants Inc

Address 5375 NW 159th Street, Miami Lakes, Florida 33014

Phone

(305) 509-1220

Signature

Tury Lee

Signature of the property owner acknowledges if the property is rezoned the property involved in this request is bound to the use(s) authorized, the approved site plan and any conditions imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.

Property Owner Name

Karen Pace Davis

Address

147 Web Place, Mills River, North Carolina 28759

PID or PIN # 9577-88-3870

Signature

Property Owner Name

Robert Terrell Pace

Address

8830 Homewood Drive, Lewisville, North Carolina 27023

PID or PIN

9577-88-3870

Signature Sev

5/6

Signature pages for Conditional Zoning District Petition (continued)

Signature of the property owner acknowledges if the property is rezoned the property involved in this request is bound to the use(s) authorized, the approved site plan and any conditions imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.

Property Owner Name William L. Pace III

Address

1012 Cadence Lane, Durham, North Carolina 27703

PID or PIN # 9577-88-3870 Signature

WI fan

Property Owner Name Alice Pace Darnell

Address

107 Oak Hill Drive., Huntersville, North Carolina 28078

PID or PIN # 9577-88-3870

Signature

Dr Am Vark

Property Owner Name

Address

PID or PIN #

Signature

City of Hendersonville General Application Owner Signature Addendum

Section 7, Item D.

	Owner Signature Addendum
Application Information	
Date of Application04/28/2021	Application Number <u>P21-11-CZD</u>
Name of Project <u>Oak Preserve PRD</u>	Phase # (if subdivision)
Parcel Identification Number(s) (PIN) _9557-88-3	3870
Additional Owners: (Signature indica	ites intent that this page be affixed to Application.)
APROM	
* ^ Printed Name <u>OP Management, LLC</u> Corporation ⊠Limited Liability Company □ Trust	Partnership Other:
will be considered in a quasi-judicial proceeding except through sworn testimony at the public hea	
Signature Truy Lee	
	Email_troy.a.lee@gmail.com
Address of Property Owner 2626 Glenwood Ave	2 Ste 550 Raleigh, NC 27608
□ By signature below, I hereby acknowledge, a	□ Partnership □ Other:
except through sworn testimony at the public hea	
Signature	
Title	Email
Address of Property Owner	17 18 18 1 C 181
* ^ Printed Name	5000
Corporation Limited Liability Company Trust	Partnership Other:
	s/on behalf of (circle one) the owner my understanding this application and that neither I, nor anyone on my behalf, may contact the City Council aring. (Applicable if box is checked.)
Signature	TO ALANY DE
Title	Email
Address of Property Owner	
* Property owner hereby grants permission to the purpose required in processing this application.	e City of Hendersonville personnel to enter the subject property for any

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. City of Hendersonville

Certification of Mailing of Public Notice

IN RE: Oak Preserve File # P21-11-CZD

I hereby certify that official notice of the City Council Meeting on June 3, 2021, has been sent with regard to this matter by U.S. Mail on the date indicated below and as specified in this document.

The parties to whom notice was mailed are indicated on the sheets attached hereto as Exhibit A. Those listed on Exhibit A were mailed the letter, a copy of which is attached as Exhibit B.

Date Mailed: 05.20.21

Site posted this date per Section 7-4-8 of the City of Hendersonville Zoning Ordinance.

Gerri Swarz

Terri Swann Administrative Aide

Henderson County, North Carolina

I certify that the following person personally ap	
this day, acknowledging to me that she signed the for	egoing document.
Date: 5/20/2021	IN STED
Notary Signature:	
Notary Printed Name: <u>USA N JUP</u> (Official Seal)	PUBLIC V
My Commission Expires: Sept 5, JOH	Min SON COULT

Section 7, Item D.

GONZALEZ, ALBERTO; GONZALEZ, MARIA E 109 BELL AVE EAST FLAT ROCK, NC 28726

PALACIOS, JUAN S;FUENTES, MARIA C 115 BELL AVE E FLAT ROCK, NC 28726

KEATON, SANDRA LYNN

4365 NC 39 HWY S

HENDERSON, NC 27537

BLUE RIDGE FIRE & amp; RESCUE INC

2503 OLD SPARTANBURG RD

EAST FLAT ROCK, NC 28726

PRATT, BEATRICE B

728 LOOP RD

HENDERSONVLLE, NC 28792

DEPARTMENT OF TRANSPORTATION AN

AGENCY OF THE STATE OF NC

4426 LEWISBURG RD

RALEIGH, NC 27616

REDDEN, DAVID S

110 GULL AVE

E FLAT ROCK, NC 28726

SIMMONS, BRENDAN

2308 OLD SPARTANBURG RD

E FLAT ROCK, NC 28726

CHILDREN AND FAMILY RESOURCE

CENTER OF HENDERSON COUNTY INC

851 CASE ST

HENDERSONVILLE, NC 28792

ANGLIN, SANDRA LYNN 4365 NC 39 HWY S HENDERSON, NC 27537

DAVIS, KAREN PACE; PACE, ROBERT TERRELL PACE, WILLIAM L III; DARNELL, ALICE PACE PO BOX 1625 FLETCHER, NC 28732

HUIJON, JORGE LUIS GONZALEZ P. O. BOX 1564 FLAT ROCK, NC 28731

> MARLOW, JAY S. 67 FRANCES ST ASHEVILLE, NC 28806

RAY, LARRY D 103 NELLO AVE E FLAT ROCK, NC 28726

POWELL, WANDA LOUISE 117 NELLO AVE EAST FLAT ROCK, NC 28726

PEREZ, MARCIAL; PEREZ, MARTINA 113 NELLO AVE E FLAT ROCK, NC 28726

MULLINAX, MORRIS WAYNE; MULLINAX, TIMOTHY WAYNE 2204 OLD SPARTANBURG RD EAST FLAT ROCK, NC 28726

JONES, DEITRA BLYTHE; JONES, SPEVINES REX JR **PO BOX 633** E FLAT ROCK, NC 28726

LAUGHTER, LINDA KAY MULLINAX 168 WALKER COVE RD BLACK MOUNTAIN, NC 28711

WILLIAM D AND CAROL MULLINAX LLC A NC LL COMPANY 469 BALLENGER RD FLAT ROCK, NC 28731

CRUZ, EDGAR URBINA; GUEVARA, HILDA M 312 LAWNDALE DR E FLAT ROCK, NC 28726

JONES, MICHAEL C.; JONES, SPEVINES R. JR. 613 CROOKED CREEK RD **HENDERSONVILLE, NC 28739**

ZARAGOZA, MAURICIO;MATEO, ZENAIDA EUSEBIO 2202 OLD SPARTANBURG RD E FLAT ROCK, NC 28726

BLUE RIDGE FIRE & amp; RESCUE INC PO BOX 292 EAST FLAT ROCK, NC 28726

> SWANNER, WILLIAM THOMAS JR;SWANNER, CAROLYN N. 3497 HAYWOOD RD HENDERSONVILLE, NC 28791

VENTURA, JUAN ANTONIO 1015 JACKSON LOOP RD FLAT ROCK, NC 28731

LANDERS, KYLE 2603 OLD SPARTANBURG RD EAST FLAT ROCK, NC 28726

GLOVER, GLENDA 731 SHADYWOOD LN HENDERSONVLLE, NC 28792

HILL, CHASE L.; HILL, NATALIE P. 3343 SPARTANBURG HWY FLAT ROCK, NC 28731

SOUTHERN BELL TELEPHONE & amp; **TELEGRAPH COMPANY** 1155 PEACHTREE ST NE E ATLANTA, GA 30309

441

FREEMAN, CYNTHIA;HARRELL, SHEILA;HARRELL, TERESA F;FREEMAN, BILLIE E;FREEMAN, GREGORY E 1016 BROOK VALLEY RUN MONROE, NC 28110

> MEL, SATURDAY;MEL, TAMARA 125 SHARONS WAY E FLAT ROCK, NC 28726

GUEDES, ERNESTO A;GUEDES, DELFINA T 115 SHARONS WAY E FLAT ROCK, NC 28726

O'ROURKE, JEAN EDNA

104 SHARONS WAY

EAST FLAT ROCK, NC 28726

SIGNATURE SIGNS 76 UPWARD RD E FLAT ROCK, NC 28726

METCALF, ALICIA N 102 SHARONS WAY EAST FLAT ROCK, NC 28726

> CAPPS, BRIANA LEE 1100 HARDIN RD DALLAS, NC 28034

CHUBTHAISONG, SUDAJIT 105 SHARONS WAY EAST FLAT ROCK, NC 28726

FAIR, SUSIE M. 100 SHARONS WAY EAST FLAT ROCK, NC 28726

VARGAS, JOSE G 137 SHARONS WAY E FLAT ROCK, NC 28726

ESCOBAR, RAMONA E 111 SHARONS WAY EAST FLAT ROCK, NC 28726

WOLFE, DENA B;WOLFE, KURT A 118 SHARONS WAY EAST FLAT ROCK, NC 28726

NAGY, MARY HELEN 124 SHARONS WAY EAST FLAT ROCK, NC 28726

MEEK, KENNETH E;MEEK, PAULA A 143 SHARONS WAY E FLAT ROCK, NC 28726 HARRINGTON, DEL RALPH 2209 OLD SPARTANBURG RD E FLAT ROCK, NC 28726

AMEZCUA, FERNANDO ROMAN SANDOVAL;MARQUEZ, ROSA ELENA MENDOZA 121 SHARONS WAY E FLAT ROCK, NC 28726

CEJA, ALVARO BECERRA;RODRIGUEZ, TERESA VALDOVINOS 110 SHARONS WAY EAST FLAT ROCK, NC 28726

GONZALEZ, JUAN C;GUEDES, MARIA P 128 SHARONS WAY E FLAT ROCK, NC 28726

> DAVIS, DELMA 108 SHARONS WAY E FLAT ROCK, NC 28726

MCGLAMERY, JONATHAN EDWARD 131 SHARONS WAY E FLAT ROCK, NC 28726 GERA, JOAN 141 SHARONS WAY EAST FLAT ROCK, NC 28726

ROBINSON, PATRICIA S;UPTON, MELISSA SUSAN 113 SHARONS WAY E FLAT ROCK, NC 28726

SIMONS, DONALD W;SIMONS, DIANNE L 101 SHARONS WAY E FLAT ROCK, NC 28726

BREVARD, JEREMY;BREVARD, TIFFANY 103 SHARONS WAY EAST FLAT ROCK, NC 28726

> CASTLE GARDEN VILLAS LLP 638 SPARTANBURG HWY HENDERSONVILLE, NC 28792

GUZZARDO, DAVID;GUZZARDO, SAMANTHA 127 SHARONS WAY EAST FLAT ROCK, NC 28726

> BURGESS-ALEXANDER, JUDY K 114 SHARONS WAY E FLAT ROCK, NC 28726

HILL, FRANCES ANNE GALLOWAY;HILL, TERRY C 15 TRYON VIEW DR FLAT ROCK, NC 28731

> SLAGLE, MATTHEW VANCE PO BOX 5302 HENDERSONVILLE, NC 28793

COLLINS, JOHN;COLLINS, PHYLLIS 133 SHARONS WAY E FLAT ROCK, NC 28726 SMITH, PERRI S 35 SARAH LN ETOWAH, NC 28729 FRANKLIN, ANTHONY SCOTT;BOYD, SHARON 145 SHARONS WAY E FLAT ROCK, NC 28726

NEWELL, NICOLAS;NEWELL, MEREDITH 109 SHARONS WAY E FLAT ROCK, NC 28726

MUNOZ, ASTRID E

139 SHARONS WAY

E FLAT ROCK, NC 28726

CORNETT, VINSON R SR;CORNETT, ETHEL M 123 SHARONS WAY E FLAT ROCK, NC 28726

GLEASON, THOMAS E.; GLEASON,

MICHELLE M.

149 SHARONS WAY

EAST FLAT ROCK, NC 28726

UNGERER, CLAIRE MARIE;UNGERER,

MICHAEL GENE

112 SHARONS WAY

LESLIE, IMOGENE H

PO BOX 74

E FLAT ROCK, NC 28726

E FLAT ROCK, NC 28726

CASE, CALVIN G;CASE, NANCY A 130 SHARONS WAY EAST FLAT ROCK, NC 28726

ELP REAL ESTATE LLC PO BOX 4054 GREENSBORO, NC 27404 WILFONG, JOSEPH R 129 SHARONS WAY E FLAT ROCK, NC 28726 PARKS, ROBERT MICHAEL II;PARKS, AMANDA A 147 SHARONS WAY EAST FLAT ROCK, NC 28726

GERA, CRYSTAL K 132 SHARONS WAY E FLAT ROCK, NC 28726 JUDE INVESTMENTS, LLC 2700 GREENVILLE HWY FLAT ROCK, NC 28731



Account Number:	488558
Customer Name:	City Of Hendersonville
Customer Address:	City Of Hendersonville 160 6Th AVE E City Clerk Hendersonville NC 28792-3775
Contact Name:	Angela Reece
Contact Phone:	828-697-3005
Contact Email:	areece@hvlnc.gov
PO Number:	

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Product	#Insertions	Start - End	Category
HEN Times-News	2	05/23/2021 - 05/30/2021	Public Notices
HEN blueridgenow.com	2	05/23/2021 - 05/30/2021	Public Notices

Date:	05/19/2021
Order Number:	5878180
Prepayment Amount:	\$ 0.00

Column Count:	1
Line Count:	137.0000
Height in Inches:	0.0000

Total Order Confirmation	\$37.88
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Ad Preview

PUBLIC HEARING NOTICE Notice is hereby view flot the City of Hendersonville City Generation of Hendersonville City Generations of Hendersonville City Generations of Hendersonville City Generations of Hendersonville City Generations of Hendersonville City Hendersonville NC to consider the Assistance Ministry (Train Living) City City Generations of Henderson City Applications of Henderson City Applications of Henderson Instance of Henderson Instance of Henderson Coty Presence (P21-11-C2D) Applications of Henderson Instance of Henderson Coty Presence (P21-11-C2D) Application of Protein Coty Protein Coty Protein Coty Presence (P21-11-C2D) Application of Protein Coty Prot

the Historic Designation of the Generative Construction of the Decod Historic Lendmark. The Nevron and City Cancel Members will all address the operation of the Construction of the designated time of this meeting. The sublic hearing live during this public hearing live via 200M. For ascuritor hearing the sublic hearing live via 200M. For ascuritor hearing the sublic hearing live via 200M. For ascuritor hearing the sublic hearing live via 200M. The meeting instructions to lion to Zoom website by visiting these websites by visiting th

Section 7, Item D.

PUBLIC HEARING NOTICE

Notice is hereby given that the City of Hendersonville City Council will hold five public hearings on Thursday, June 3, 2021, at 5:45 p.m., in the City Operations Assembly Room located at 305 Williams Street, Hendersonville NC to consider the following:

- I. Annexation Petition Interfaith Assistance Ministry (P21-26-ANX) Application from Interfaith Assistance Ministry for the contiguous annexation of 0.35 acre tract identified as tax parcel 9579-35-2187 located at 119 Jack Street.
- II. Annexation Petition Oak Preserve (P21-12-ANX) Application from Troy A. Lee of OP Management, LLC and President of TMFL Consultants, Inc. for the contiguous annexation of 5.5 acres identified as tax parcel 9557-88-3870 located at 2201 Old Spartanburg Road.
- III. Conditional Rezoning: Oak Preserve (P21-11-CZD)- Application for a conditional rezoning from Troy A. Lee of OP Management, LLC and President of TMFL Consultants, Inc. The applicant is requesting to rezone the subject property, PIN 9577-88-3870 and located on 2201 Old Spartanburg Road, from Henderson County R1 to City of Hendersonville PRD CZD, Planned Residential Development Conditional Zoning District for the construction of a two-family development containing 15 duplexes with a total of 30 dwelling units on approximately 5.5 acres.
- IV. Conditional Zoning District Amendment West Ave. Villas (P21-24-CZD) -Application to amend a previously approved Conditional Zoning District application from Andrew Riddle of Riddle Development, LLC. The Hendersonville City Council voted to approve the original conditional zoning district at their August 6th, 2020 meeting. The approved project is File #P20-01-CZD. The property is identified as PIN 9568-77-1057 and is currently a vacant lot. The amendment is to add one additional apartment above the garage for a total of 3 apartments instead of the 2 apartments that were approved by City Council. The previously approved Conditional Zoning District was approved for 10 units, the amendment is for a total of 11 units.
- V. Local Landmark Designation Grey Mill Parking Lot & Common Space (H21-10-LL) An ordinance to amend Ordinance #19-1186 to include the parking lot and common area (PIN 9568-88-9541) as part of the Historic Designation of the Grey Hosiery Mill property as a Local Historic Landmark.

The Mayor and City Council Members will attend the hearings in person. Public hearing comments will be accepted from those attending in person at the designated time at this meeting. The public may also view and verbally comment during this public hearing 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 <u>https://www.hendersonvillenc.gov/events-calendar</u>. Comment period instructions will also be displayed at the appropriate times during the meeting.

Anyone wishing to submit digital comments for the public hearings prior to the meeting may visit <u>https://www.hendersonvillenc.gov/comment</u> to submit their comment. Digital comment submissions for public hearings must be received by **8:00 a.m. on June 2, 2021** to be considered by the City Council in accordance with the City's Public Comment Policy and security protocols. All comments and materials submitted are considered public records as defined in §132.1.

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, Angela Reece at 697-3000 no later than 24 hours in advance of the meeting.

Run two times: Sunday, May 23, 2021 Sunday, May 30, 2021



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	John Connet	MEETING DATE:	June 3, 2021
AGENDA SECTION:	NEW BUSINESS	DEPARTMENT:	Administration
TITLE OF ITEM:	Adoption of Resolution Approvin Beliefs – John Connet, City Mana	•	sonville Core Values and

SUGGESTED MOTION(S):

I move that the City Council adopt the resolution to approve the City of Hendersonville Core Values and Beliefs

SUMMARY:

The City Council drafted the attached core values and beliefs during your budget retreat in February. Staff is requesting that the City Council formally approve these core values and beliefs so that they may serve as our guiding principles.

BUDGET IMPACT: \$ NA

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded. NA

ATTACHMENTS:

Proposed Resolution

Proposed City of Hendersonville Core Values and Beliefs

Resolution #__-

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ADOPT CITY OF HENDERSONVILLE CORE VALUES AND BELIEFS

WHEREAS, the City Council held their annual budget retreat on February 25th and 26th , 2021; and

WHEREAS, during this retreat the City Council drafted a set of core values and beliefs for the City of Hendersonville; and

WHEREAS, these core values and beliefs shall serve, in conjunction with the existing mission and vision statements, as guiding principles for the City Council; and

WHEREAS, the core values and beliefs may be amended in the future to ensure they reflect the values and beliefs of the City Council;

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

- 1. The City of Hendersonville Core Values and Beliefs are hereby adopted as presented.
- 2. The core value and beliefs, as well as the mission and vision statements, shall be reviewed on an annual basis to ensure they reflect the goals and objectives of the current City Council.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June _, 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

City of Hendersonville Core Values and Beliefs

The City of Hendersonville believes municipal government should be non-partisan.

- Political affiliations are not productive to solving problems of local communities.
- City leaders and staff must lead by example and meet regularly with people who have different points of view.
- City leaders and staff must maintain an awareness of local, state and national political trends but must lead the City in a manner that serves all community members.

The City of Hendersonville values open, transparent communication and trust with the community and each other.

- The City will openly communicate with the public and each other to ensure information about services, policies and programs are available to all.
- The City will build trust through ethical and transparent leadership.
- The City will share information and solicit feedback prior to the implementation of new programs and policies.
- The City will be open to concerns and comments from all stakeholders and will ensure the community can easily speak to leaders without fear of retribution/embarrassment.

The City of Hendersonville believes community members expect services to be delivered at a high level.

- The City will deliver services at a high level to make people feel their taxes and fees are being used effectively and to encourage others to live in our community.
- The City will deliver services in a manner that ensures the safety of the community.
- The City will deliver services in a manner that limits the disruption of our community members' daily lives to the greatest extent possible.

The City of Hendersonville values all community members through promoting diversity, equity, and inclusion.

- The City must evaluate all laws, policies, and rules to ensure that they can be implemented and enforced in a fair and equitable manner.
- The City must evaluate all current and future programs, projects, or initiatives to ensure they build a culture where differences are valued.
- The City must ensure that leaders and staff consistently work to build trust and positive relationships throughout our entire community.

The City of Hendersonville values its employees and must support them to ensure the provision of high-quality services to its residents.

- The City must provide growth opportunities to employees and educational tools to allow them to grow in their roles and responsibilities.
- The City must respect and pay employees fairly and competitively.
- The City must support employees by providing a safe and hazard free workplace.

The City of Hendersonville believes that it must pursue and provide opportunity for responsible growth.

- The City will establish and maintain policies and programs that encourage economic opportunity and help grow small business and entrepreneurship.
- The City will work with our community to provide educational opportunities about growth and its impact on economic vitality and quality of life .
- The City will encourage responsible growth that provides opportunities for success to all segments of our community.
- The City will make efforts to generate affordable housing options and reduce the impacts of the high cost of living within our community.
- The City will prioritize the protection of existing residential neighborhoods when making growth decisions.

The City of Hendersonville values the lives of all community members and must protect them through collective action.

- Our goal is to make the lives of all residents better through collective action.
- The City recognizes the sanctity of each person's life.
- The City must be open to change priorities and polices as circumstances change in the world around us.

The City of Hendersonville believes environmental sustainability is critical to preserving the community for future generations.

- The City will evaluate the environmental sustainability of all projects and programs while maintaining a solid relationship with residential and business development.
- The City believes that it is our responsibility to protect all our natural resources and the environment through the implementation of sustainable and responsible projects.
- The City must lead by example by evaluating all city operations to ensure they protect or repair the natural environment and are environmentally sustainable.
- The City will prioritize the protection of existing tree canopy and the development of greenspaces and parks.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	John Connet	MEETING DATE:	June 3, 2021
AGENDA SECTION:	NEW BUSINESS	DEPARTMENT:	Administration
TITLE OF ITEM:	Adoption of Resolution Approvir and Rules of Procedure – John C	0	sion Committee Charter

SUGGESTED MOTION(S):

I move that the City Council adopt the resolution approving the Diversity and Inclusion Committee Charter and Rules of Procedure

SUMMARY:

The City Council established a priority to create a Diversity and Inclusion Committee. Staff has developed the attached Charter and Rules of Procedure for the City Council's consideration.

BUDGET IMPACT: NA

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

Proposed Charter and Rules of Procedure for Diversity and Inclusion Committee

Resolution #____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE THE CHARTER AND RULES OF PROCEDURE FOR DIVERSITY AND INCLUSION COMMITTEE

WHEREAS, following the death of George Floyd on May 25, 2020 and subsequent protests, members of the City Council began having regular meetings throughout the community to improve communication and understanding among all residents; and

WHEREAS, the City Council values all community members through promoting diversity, equity and inclusion; and

WHEREAS, the City Council wishes to create an Diversity and Inclusion Committee to advise them on matters of equity and inclusion; and

WHEREAS, The Committee shall provide input and guidance for the City Council's strategic objective to prioritize equity and inclusion and create a culture of belonging, address past inequities, and treat everyone with respect and dignity.

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

- 1. The Charter and Rules of Procedure are hereby approved.
- 2. The City Manager is charged with organizing the committee and facilitating their initial meetings.

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

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

DIVERSITY & INCLUSION ADVISORY COMMITTEE

CHARTER AND RULES OF PROCEDURE

The Committee shall provide input and guidance for the City Council's strategic objective to prioritize equity and inclusion and create a culture of belonging, address past inequities, and treat everyone with respect and dignity, subject to such limitations as may be imposed by state law or by ordinances of the city. The terms of the charter shall govern the activities of the Committee. However, to the extent that this Charter conflicts with North Carolina Law, North Carolina shall control.

ARTICLE I. NAME. Diversity & Inclusion Advisory Committee

ARTICLE II. PURPOSE. The purpose of this Committee is to serve in an advisory role to the City Council in matters pertaining to equity and inclusion.

ARTICLE III. JURISDICTION. The Committee shall exercise its purpose with regards to matters and issues within the corporate limits of the City of Hendersonville.

ARTICLE IV. MEMBERSHIP AND DUTIES

Section 1. Membership and Appointment. All appointments shall be made by the City of Hendersonville City Council. The Committee shall consist of seven (7) at-large members and two (2) City Council liaisons. City Council liaisons are not considered members for purposes of quorum or voting. The City Manager shall appoint a staff liaison to the Committee who shall assist the Committee with carrying out their duties and responsibilities.

Section 2. Terms of Service. Committee members shall be appointed to staggered three-year terms by the City Council annually in June. No member shall serve more than two consecutive full three-year terms. Members shall serve without compensation. At the end of a member's term they must take a one-year hiatus before seeking reappointment to the Committee.

At initial appointment for this Committee, City Council shall hereby implement staggered terms for members, meaning that three (3) members of the Committee membership shall be appointed for an initial term to run from July 1, 2021 to June 30, 2022, two (2) members of the Committee membership shall be appointed for an initial term to run from July 1, 2021 to June 30, 2023, and two (2) members of the Committee membership shall be appointed for an initial term to run from July 1, 2021 to June 30, 2023, and two (2) members of the Committee membership shall be appointed for an initial term to run from July 1, 2021 to June 30, 2024. Thereafter appointments shall be for 3-year terms unless filling an unexpired term.

Section 3. Attendance. Any member who misses more than three consecutive regular meetings or more than one-half the regular meetings actually held in a calendar year shall cease to be a Committee member.

Section 4. Vacancies and Reasons for Dismissal. All members serve at the pleasure of the City of Hendersonville City Council. Members may be dismissed for any reason, with or without cause. Vacancies shall be filled at the earliest convenience of the City Council. A vacancy of the chair or vice chair shall be elected by a majority of the Committee at the next regularly scheduled meeting. Not withstanding the foregoing, at any meeting where both the Chair and Vice Chair are absent, the Committee shall elect from those members present a member to preside at that meeting.

Section 5. Resignations. Any member who feels they can no longer serve or otherwise fulfil the duties of a member may resign from the committee. Such resignation must be in writing and delivered to the secretary. The secretary shall promptly send a copy of the written resignation to the City Clerk.

ARTICLE V. MEETINGS

Section 1. Meetings to Be Open to the Public. All meetings of the Committee shall be open to the public, and any person may attend its meetings. Except as permitted below, all meetings of the Committee shall be open to the public and any person may attend its meetings. For purposes of these rules, a meeting of the Committee occurs whenever a majority of the Committee's members gather, either in person or simultaneously by electronic means, to conduct hearings, deliberate, vote, or otherwise transact public business within the Committee's real or apparent jurisdiction. The term "majority" as used here and elsewhere in these rules means, unless otherwise specified, a simple majority, that is, more than half. No meeting shall occur except as part of a duly called and advertised meeting. For the avoidance of doubt informal gatherings of a majority of the members where business of the committee is discussed are strictly prohibited.

Section 2. Regularly Scheduled Meetings. The Committee shall hold regular meetings at least quarterly. The Committee shall annually adopt a regular meeting schedule showing the dates, times and places of its regular meetings for the year.

- a) Notice of Regular Meeting Schedule. The Committee shall ensure that a copy of its current regular meeting schedule, complete with the date, time, and place of each regular meeting, is filed with the City Clerk and posted on the City's website, and the Committee's webpage if they have one.
- b) Change to Regular Meeting Schedule. The Committee may revise its regular meeting schedule to change the date, time or place of a particular regular meeting or all regular meetings within a specified period. The Committee shall ensure that the revised regular meeting schedule is filed with the City Clerk at least seven (7) consecutive calendar days before the first meeting held pursuant to the revised schedule. The Committee shall also have the revised schedule posted on the City's website and the Committee's webpage if they have one.

Section 3. Special Meetings. The chair or the majority of the members of the Committee may at any time call a special meeting of the Committee by signing a notice stating the date, time and place of the special meeting and the subjects to be considered. Alternatively, a special meeting may be called by vote of the Committee in open session during a regular meeting or another duly called special meeting if on the special meeting agenda.

- 1) Notice to the public. At least 48 hours before a special meeting, the Committee shall cause written notice of the meetings date, time, place and purpose(s) to be:
 - i Posted on the Committee's principal bulletin Committee or, if the Committee has no such bulletin Committee, at the door of the Committee's usual meeting room.
 - ii Mailed or delivered to each newspaper, wire service, radio station and television station and person who has filed a written request for notice with the secretary;
- 2) **Notice to Committee Members.** For all meetings called by the chair, or a majority of the members, notice of the meeting date, time, place and purpose(s) shall be mailed, emailed, or delivered to all members of the Committee at least 48 hours before the meeting. If the special meeting was called at another duly held meeting of the committee, and one or more members were absent, the chair shall ensure

that notice of the meeting's date, time, place, and purpose(s) is mailed, emailed, or delivered to any absent member(s) a minimum of forty-eight hours in advance of the special meeting.

3) **Business Conducted at a Special Meeting**. Only the business that is specified in the notice of the meeting may be transacted during a special meeting.

Section 4. <u>Organizational Meeting.</u> On the date and at the time of the regular meeting in July or as soon thereafter as possible, the committee shall elect a chair and vice chair as its first order of business. The second order of business shall be to adopt an annual scheduled of meetings for the upcoming calendar year.

Section 5. <u>Electronic Committee Meetings and Member Participation</u>. No member who is not physically present may participate in a meeting of the Committee by electronic means except in accordance with this rule.

1) **Electronic Meetings Generally**. Provided a quorum is present, in person, at a meeting, Committee members may participate in a meeting electronically provided. Any member wishing to participate electronically in a meeting shall be required to give the Chair and the Secretary at least thirty-six (36) Hours before the start of the meeting. When one or more members are participating remotely, the following rules shall apply:

(a) *Member Identification*. Each member who attends by electronic means shall identify himself or herself in each of the following situations:

- i when roll is taken or the meeting begins;
- ii before taking part in deliberations, including making any motions, proposing any amendments, or raising any points of order; and
- iii before voting.

(b) *Method of Electronic Participation*. Any member who attends electronically shall use a means of communication that enables the member

to hear what is said by other Committee members and any person who addresses the Committee and

ii to be heard by other Committee members.

(c) *Voting*. The Committee shall conduct all votes by roll call. It may not vote by secret or written ballots. The votes of any member who attends by electronic means shall be counted as if the member were physically present, but only while the Committee maintains electronic communication with that member.

(d) *Minutes*. The minutes shall which members took part electronically, and when such members joined or left the electronic meeting.

2) Electronic Meetings During a State of Emergency Declared by the Governor or General Assembly. During any state of emergency declared by the Governor or General Assembly pursuant to G.S. 166A-19.20, a meeting of the Committee shall comply with the requirements of this paragraph if the Committee falls within the emergency area and at least one Committee member attends the meeting by conference call, conference video, or other electronic means. (a) *Notice*. The public notice for any regular, special, emergency, or recessed meeting that is subject to this paragraph shall specify how the public can access the electronic meeting in real time.

(b) *Member Identification*. Each member who attends by electronic means shall identify himself or herself in each of the following situations:

- i when roll is taken or the meeting begins;
- ii before taking part in deliberations, including making any motions, proposing any amendments, or raising any points of order; and
- iii before voting.

(c) *Meeting Materials*. All documents considered during the meeting shall be furnished to each Committee member.

(d) *Method of Electronic Participation*. Any member who attends electronically shall use a means of communication that enables the member

- i to hear what is said by other Committee members and any person who addresses the Committee and
- ii to be heard by other Committee members.

(e) *Quorum*. A member who attends by electronic means counts as present for quorum purposes, but only while the Committee maintains electronic communication with that member.

(f) *Voting*. The Committee shall conduct all votes by roll call. It may not vote by secret or written ballots. The votes of any member who attends by electronic means shall be counted as if the member were physically present, but only while the Committee maintains electronic communication with that member.

(g) Acting by Reference. The Committee shall not deliberate, vote, or otherwise take action on any matter by reference to the agenda or any other document unless copies of the agenda or document are available for public inspection at the meeting and so worded that persons in attendance can understand what is being deliberated or acted upon.

(h) *Minutes*. The minutes shall indicate that the meeting was conducted by electronic means, which members took part electronically, and when such members joined or left the electronic meeting.

(i) *Live Streaming*. The meeting shall be streamed live online so that live audio (and video, if any) are available to the public. If the Committee meets by conference call, the public shall have an opportunity to dial in or stream the audio live and listen to the electronic meeting.

(j) *Public Hearings*. Although it may conduct any public hearing mandated or permitted by law, the Committee shall allow the public to submit written comments on the hearing's subject matter between the publication of any required notice and twenty-four hours after the hearing.

Section 6. <u>Cancellation of Meetings.</u> Whenever there is no business for the committee the chair may cancel a meeting by giving reasonable notice to all members before the time set for the meeting. However, in the case of a special meeting called by a majority of the Committee, the chair may cancel the meeting only upon

the concurrence of a majority of the Committee. The majority concurring in the cancellation need not be the same majority that called the special meeting.

Section 7. <u>Recessed Meetings</u>

(a) Calling Recessed Meetings. When conducting a properly called regular, special, or emergency meeting, the Committee may recess the meeting to another date, time, or place by a procedural motion made and adopted in open session, as provided in Article XI, Section 5 (Motion 3). The motion shall state the time (including the date, if the meeting will resume on a different day) and place at which the meeting will resume.

(b) Notice of Recessed Meetings. If the Committee's website is maintained by one or more Committee employees, notice of the recessed meeting's date, time, and place shall appear on the website prior to the meeting. No further notice of a properly called recessed meeting is required.

Section 8. <u>Order of Business</u> Items shall be placed on a regular-meeting agenda according to the order of business. The usual order of business for each regular meeting shall be as follows:

- adoption of the agenda,
- approval of the previous meeting minutes,
- public comment,
- public hearings,
- administrative reports,
- committee reports,
- unfinished business, and
- new business.

Without objection, the chair may call agenda items in any order most convenient for the dispatch of business.

Section 9. Agenda

(a) <u>Proposed Agenda.</u> The Secretary shall prepare a proposed agenda for each meeting. A request to have an item of business placed on the agenda must be received at least two working days before the meeting. Any Committee member may, by a timely request, have an item placed on the proposed agenda. Each Committee member shall receive a copy of the proposed agenda and any attachments and they shall be available for public inspection and/or distribution when they are distributed to the Committee members.

(b) <u>Adoption of Agenda</u>. As its first order of business at each meeting, the Committee shall, as specified in Article 8, discuss, and revise the proposed agenda and adopt an agenda for the meeting. The Committee may by majority vote add items to or subtract items from the proposed agenda, except that the Committee may not add items to the agenda of a special meeting unless (a) all members are present and (b) the Committee determines in good faith at the meeting that it is essential to discuss or act on the item immediately. If items are proposed to be added to the agenda, the Committee may, by majority vote, require that written copies of particular documents connected with the items be made available at the meeting to all Committee members.

The Committee may designate certain agenda items "for discussion and possible action." Such designation means that the Committee intends to discuss the general subject area of that agenda item before making any motion concerning that item.

Section 10. <u>Meeting Minutes. Minutes Required for All Meetings.</u> The Committee shall keep full and accurate minutes of its meetings, including any closed sessions. To be "full and accurate," the minutes must record all actions taken by the Committee, as well as the Committee's compliance with any applicable procedural requirements. The minutes should set out the precise wording of each motion and make it possible to determine the number of votes cast for and against each motion. The minutes need not record Committee member discussions, though the Committee in its discretion may decide to incorporate such details into the minutes.

a) Record of "Ayes" and "Noes." At the request of any member, the minutes shall indicate how each member voted by name on a particular matter.

Section 11. <u>Public Input.</u> Public input at all Committee meetings shall have a three-minute limit per speaker. The Chair reserves the right to alert time limits for public comment periods.

Section 12. <u>Broadcasting and Recording Meetings</u>. Any person may photograph, film, tape-record, or otherwise reproduce any part of a Committee meeting that must take place in open session. Except as provided in paragraph (c) of this rule, any radio or television station may broadcast any such part of a Committee meeting.

- a) Advance Notice. Any radio or television station that plans to broadcast any portion of a Committee meeting shall so notify the secretary no later than twenty-four hours before the meeting. The failure to provide notice is not, by itself, grounds for preventing the broadcast of a Committee meeting.
- b) Equipment Placement. The Committee chair or an appropriate staff member may regulate the placement and use of camera or recording equipment in order to prevent undue interference with a Committee meeting, so long as he or she allows the equipment to be placed where it can carry out its intended function. If the Committee chair or staff member determines in good faith that the equipment and personnel necessary to broadcast, photograph, or record the meeting cannot be accommodated without undue interference to the meeting, and an adequate alternative meeting room is not readily available, the chair or staff member may require the pooling of the equipment and the personnel operating it.
- c) Alternative Meeting Site. If the news media request an alternative meeting site to accommodate news coverage, and the Committee grants the request, the news media making the request shall pay the costs incurred by the local government unit in securing an alternative meeting site.

ARTICLE VI. VOTING

a) Duty to vote. It is the duty of each member, including the chair, to vote unless otherwise excused. The Committee may excuse members from voting on any matter involving their own financial interest, official conduct, or when a member has indicated an inability to be impartial in any matter before the Committee.

b) Abstentions. Should a member fail to vote on any matter before the Committee, without having been excused from such vote, such abstention will count as an affirmative vote.

ARTICLE VII. REQUIRED OFFICERS

Section 1. Presiding Officer. The presiding officer of each meeting of the Committee shall be the chair of the Committee. In situations where the chair is unavailable or unable to participate in the meeting or any particular matter before the Committee, the vice chair shall preside. In the event that neither the chair nor the vice chair is available, the members of the Committee, by affirmative vote of the majority, may appoint an acting chair who shall have all powers of the chair while acting as presiding officer.

Section 2. Selection of the Chair and Vice Chair. The chair shall be selected by majority vote of the Committee unless the City Council indicates to the Committee that the City Council will appoint said chair, in which case the appointment shall be made by the City Council. The vice chair shall be elected by a majority vote of the Committee.

Section 3. Powers and Duties of the Chair and Vice Chair. The chair shall preside at all meetings of the Committee but shall also have the right to engage in discussion and vote on any matter before the Committee unless otherwise excused. The chair shall have the power to call a special meeting, rule on procedural matters during a meeting, call a brief recess of a meeting at any time, and adjourn a meeting in an emergency. At any other time, adjournment shall be by motion, duly approved. The vice chair shall have all powers and perform all the duties of the chair in his or her absence.

Section 4. Duties of the Chair.

(a) Presiding Officer. The chair shall preside at meetings of the Committee.

(b) Voting by the Chair. The chair has the same duty to vote as other members, though in no event may the chair break a tie on a motion on which he or she has already voted.

(c) Recognition of Members. A member must be recognized by the chair (or other presiding officer) in order to address the Committee.

(d) Powers as Presiding Officer. As presiding officer, the chair is to enforce these rules and maintain order and decorum during Committee meetings. To that end, the chair may

(1) rule on points of parliamentary procedure, to include ruling out of order any motion clearly offered for obstructive or dilatory purposes;

(2) determine whether a member or other speaker has gone beyond reasonable standards of courtesy in his or her remarks and entertain and rule on objections from other members on this ground;

(3) entertain and answer questions of parliamentary procedure;

(4) call a brief recess at any time; and

(5) adjourn in an emergency.

Section 5. Duties of the Secretary. The City Manager shall assign a staff person to the Committee who shall serve as the secretary of the Committee and shall perform the following:

- a) The secretary shall ensure that all meetings of the Committee are properly noticed.
- b) The secretary shall maintain the sunshine list that is a list of those persons or entities that have filed a written request indicating a desire to receive notice of all special meetings of the Committee.
- c) The secretary shall take and record the actions of the Committee and draft minutes of the meetings accordingly. Minutes shall be sent to Committee members prior to their next regularly scheduled meeting. The secretary shall also forward a copy of the minutes as they are approved to the Clerk to the City Council and post on the City's website
- d) The secretary shall be responsible for maintaining an accurate list of members of the Committee, submitting to the City Clerk a quarterly attendance report for its members and notifying the City Clerk of any resignations of any of its members, or any other change in membership of the Committee.

Section 6. Schedule for Elections. Election of the Chair, and Vice-Chair shall take place annually at the organizational meeting of the committee.

ARTICLE VIII. REFERENCE TO ROBERT'S RULES OF ORDER NEWLY REVISED. The

Committee shall refer to *Robert's Rules of Order Newly Revised* for guidance when confronted with a procedural issue not covered by these rules or state law. Having consulted *Robert's*, the presiding officer shall make a ruling on the issue subject to appeal to the Committee under Article XI, Section 5 (Motion 1).

ARTICLE IX. REPORTS.

Section 1. Annual Report. The Committee shall make a report to the City of Hendersonville City Council at least annual. This report must be submitted no later than May31st of each year.

Section 2. Public Records Law. The Committee shall abide by North Carolina Public Records Law N.C.G.S. Chapter 132.

ARTICLE X. ACTION BY THE COMMITTEE.

Section 1. Quorum. A majority of the members shall constitute a quorum. No action of the Committee may be taken at any meeting where less than the required quorum is present, except to adjourn the meeting.

Section 2. Motions and Voting. Action of the Committee may be taken upon a motion made by any member, including the chair, without the need for a second. A motion shall be adopted if approved by the affirmative vote of a majority of the members present and not excused after full discussion of the motion by the members.

Section 3. Withdrawal of Motion

The member who introduces a motion may withdraw the motion unless the motion has been amended or put to a vote.

Section 4. Substantive (or Main) Motions

A substantive motion is not in order when any other motion is pending. Once the Committee disposes of a substantive motion, it may not take up a motion that presents essentially the same issue at the same meeting unless it first adopts a motion to reconsider pursuant to Article XI, Section 5 (Motion 13).

Section 5. Procedural Motions

(a) Certain Motions Allowed. The Committee may consider only those procedural motions listed in this rule. Unless otherwise noted, each procedural motion may be debated and amended and requires a majority of votes cast, a quorum being present, for adoption.

(b) Priority of Motions. The procedural motions set out in this paragraph are listed in order of priority. A procedural motion is not in order so long as another procedural motion of higher priority is pending, except that

- any procedural motion other than an appeal under Motion 1 is subject to amendment as provided in Motion 11 and
- a motion to call the question (end debate) may be made with regard to any procedural motion in accordance with Motion 8.

When several procedural motions are pending, voting shall begin with the procedural motion highest in priority, except that a motion to amend or end debate on the highest-priority motion shall be voted on first.

Motion 1. To Appeal a Ruling of the Presiding Officer. Any member may appeal the presiding officer's ruling on whether a motion is in order or on whether a speaker has violated reasonable standards of courtesy. The presiding officer's response to a question of parliamentary procedure may also be appealed by any member. An appeal is in order immediately after the disputed ruling or parliamentary response and at no other time. The member who moves to appeal need not be recognized by the presiding officer, and if timely made, the motion may not be ruled out of order.

Motion 2. To Adjourn. This motion may be used to close a meeting. It is not in order if the Committee is in closed session.

Motion 3. To Recess to a Time and Place Certain. This motion may be used to call a recessed meeting as permitted under Article V Section 8. The motion must state the time (including the date, if the meeting will reconvene on a different day) and place at which the meeting will resume. The motion is not in order if the Committee is in closed session.

Motion 4. To Take a Brief Recess.

Motion 5. To Follow the Agenda. This motion must be made at the time an item of business that deviates from the agenda is considered; otherwise, the motion is out of order as to that item.

Motion 6. To Suspend the Rules. To be adopted, a motion to suspend the rules must receive affirmative votes equal to two-thirds of the Committee's actual membership, excluding any vacant seats. The Committee may not suspend provisions in these rules that restate state law requirements.

Motion 7. To Defer Consideration. The Committee may defer its consideration of a substantive motion, and any proposed amendments thereto, to an unspecified time. A motion that has been deferred expires unless the Committee votes to revive it pursuant to Motion 12 within 100 days of deferral. A new motion having the same effect as a deferred motion may not be introduced until the latter has expired.

Motion 8. To End Debate (Call the Previous Question). If adopted, this motion terminates debate on a pending motion, thereby bringing it to an immediate vote. This motion is not in order until every member has had an opportunity to speak once on the pending motion.

Motion 9. To Postpone to a Certain Time. This motion may be employed to delay the Committee's consideration of a substantive motion, and any proposed amendments thereto, until a designated day, meeting, or hour. During the period of postponement, the Committee may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6.

Motion 10. To Refer a Motion to a Committee. The Committee may vote to refer a substantive motion to a committee for study and recommendations. While the substantive motion is pending before the committee, the Committee may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6. If the committee fails to report on the motion within sixty days of the referral date, the Committee shall take up the motion if asked to do so by the member who introduced it.

Motion 11. To Amend

(a) Germaneness. A motion to amend must concern the same subject matter as the motion it seeks to alter.

(b) Limit on Number of Motions to Amend. When a motion to amend is under consideration, a motion to amend the amendment may be made; however, no more than one motion to amend and one motion to amend the amendment may be pending at the same time.

Motion 12. To Revive Consideration. The Committee may vote to revive consideration of any substantive motion that has been deferred pursuant to Motion 7, provided it does so within 100 days of its vote to defer consideration.

Motion 13. To Reconsider. The Committee may vote to reconsider its action on a matter, provided the motion to reconsider is made (1) at the same meeting during which the action to be reconsidered took place and (2) by a member who voted with the prevailing side. For purposes of this motion, "the same meeting" includes any continuation of a meeting through a motion to recess to a certain time and place (Motion 3). The motion is not in order if it interrupts the Committee's deliberation on a pending matter.

Motion 14. To Rescind. The Committee may vote to rescind an action taken at a prior meeting, provided rescission is not forbidden by law.

Motion 15. To Prevent Reintroduction for Six Months. This motion may be used to prevent the reintroduction of a failed substantive motion for a time, but it is in order only when made immediately following the substantive motion's defeat. To be adopted, this motion must receive affirmative votes equal to at least two-thirds of the Committee's total membership, excluding vacant seats. If this motion is adopted, the ban on reintroduction remains in effect for six months or until the Committee's next organizational meeting, whichever occurs first.

Section 6. Debate

The presiding officer shall state the motion and then open the floor to debate, presiding over the debate according to the principles listed below.

- The maker of the motion is entitled to speak first.
- A member who has not spoken on the issue shall be recognized before a member who has already spoken.
- To the extent practicable, debate shall alternate between proponents and opponents of the measure.

Section 7. Adoption by Majority Vote

A motion is adopted if supported by a simple majority of the votes cast, a quorum being present, except when a larger majority is required by these rules or state law.

Section 8. Changing a Vote

A member may change the member's vote on a motion at any time before the presiding officer announces whether the motion has passed or failed. Once the presiding officer announces the result, a member may not change a vote without the unanimous consent of the remaining members present. A member's request for unanimous consent to change a vote is not in order unless made immediately following the presiding officer's announcement of the result.

Section 9. Staff Support. City staff shall be assigned to the ASAC, acting as the Secretary and liaison between the ASAC, City Departments, and the City Council and shall have the charge of correspondence, minutes, notifying members of meetings, and other information.

Section 10. Appointing Sub Committees. Subcommittees may only be appointed by vote of the committee members at a regular meeting. The Committee by vote shall also establish the purpose of which subcommittees are established and the subcommittee should only conduct business that is within the purpose so adopted. All meetings of subcommittees shall be considered special meetings and shall be conducted in accordance with <u>Article 5, Section 3, Special Meetings</u>.

ARTICLE XI. AMENDMENTS. The Committee may amend these bylaws by action of the Committee; provided however, that amendments shall not be effective until they are approved by the Hendersonville City Council.

Originally approved by the City Council on this third day of June 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	John Connet	MEETING DATE:	06/03/2021
AGENDA SECTION:	NEW BUSINESS	DEPARTMENT:	Administration
TITLE OF ITEM:	Joint Resolution by the Henderse Board of Education to Enter into - John Connet, City Manager	~	5

SUGGESTED MOTION(S):

I move that the City Council adopt the joint resolution authorizing the City Manager, City Attorney, School Superintendent and School Board Attorney to negotiate and develop an exchange agreement between the City of Hendersonville and Henderson County Board of Education.

SUMMARY:

The City Council and Board of Education have been working for several months on a property exchange. City staff has drafted the attached resolution establishing the framework for the exchange. Staff is recommending the adoption of the resolution authorizing the City Manager, City Attorney, School Superintendent and School Board Attorney to draft an exchange agreement to bring back to City Council and the Board of Education for approval in order to move this project forward.

BUDGET IMPACT: \$

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

If no, describe how it will be funded. NA

ATTACHMENTS:

Proposed Joint Resolution

Resolution #R-21-55

JOINT RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL HENDERSON COUNTY BOARD OF PUBLIC EDUCATION TO ENTER INTO AN AGREEMENT EXCHANGING CERTAIN PROPERTIES

WHEREAS, §160A-274 authorizes the City of Hendersonville and Henderson County Board of Public Education to exchange property upon such terms and conditions as it deems wise, with and without consideration, exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property; and

WHEREAS, the City of Hendersonville currently owns Berkeley Park which consists of approximately sixty (60) acres and a historic baseball field; and

WHEREAS, The Henderson County Board of Public Education, which operates the Henderson County Public Schools (the "Board"), wishes to obtain approximately twenty-five (25) acres of property at Berkeley Park, including the historic baseball field, for athletic facilities for Hendersonville High School; and

WHEREAS, the Board currently owns Edwards Park and a former athletic field located behind HCPS administrative offices ("Athletic Field"); and

WHEREAS, the City of Hendersonville wishes to obtain (1) Edwards Park, excluding the parking lot located adjacent to the former VFW building which will be conveyed to Henderson County by the Board, subject to an easement to the City of Hendersonville for use by patrons of Edwards Park; and (2) the Athletic Field for the development of park facilities and green space.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina and Henderson County Board of Public Education that:

- 1. The City Manager, City Attorney, Superintendent and School Board Attorney are authorized to negotiate and develop an exchange agreement between the City of Hendersonville and the Board consistent with the terms of this Resolution.
- 2. The exchange agreement shall provide that the City of Hendersonville will convey approximately twenty-five (25) acres of Berkeley Park, including the historic baseball field, to the Board in exchange for (1) the conveyance by the Board to the City of (a) Edwards Park (excluding the parking lot to be conveyed to Henderson County) and (b) the Athletic Field; and (2) the payment of \$100,000 to the City as additional consideration for the 25 acres of Berkeley Park property.
- 3. The exchange agreement shall include the following stipulations by the City of Hendersonville and the Board, in addition to such other stipulations as may be necessary to carry out the intent of this Resolution:
 - a. The City of Hendersonville shall retain an easement, reserving the right to the City to construct a public greenway or walking track, a minimum of twenty (20) feet in width, around the perimeter of the 25 acres of the Berkeley Park property that the City of Hendersonville will convey to the Board.

- b. Except for the historic baseball field and any future athletic fields built, the public shall have access to the 25 acres at Berkeley Park after its conveyance to the Board, including the proposed lighted tennis courts, at no cost to the public. The exchange agreement shall contain terms and conditions upon which the other facilities within the 25 acres at Berkeley Park (including athletic fields and facilities) will be made available for use by the public, including but not limited to use and reservation for a fee.
- c. The Board will make a good faith effort to preserve all trees currently present within the 25 acres of Berkeley Park, and in any event, the Board and City will negotiate the replacement of any trees that are removed during the construction of the future softball field, any other athletic fields constructed, and the future tennis courts.
- d. The Board will grant to the City a written right-of-first-refusal to the 25 acres of the Berkeley Park property in the event that the property is disposed of by sale or exchange, subject to the rights granted to Henderson County by N.C.G.S. § 115C-518. Such right of first refusal must be provided in recordable form, and must be recorded as part of the closing on the exchange contemplated by this Resolution.
- e. The Board will convey Edwards Park to the City, excluding the parking lot which is adjacent to the prior VFW building that will be conveyed to Henderson County.
- f. The conveyance of the parking lot (which is adjacent to the VFW building, and which is currently a part of Edwards Park (the "Servient Tract")), to Henderson County by the Board and will support the acquisition of an parking easement between the City and County benefitting the portion of Edwards Park that will be conveyed to the City (the "Dominant Tract"), and such easement shall provide parking for the patrons of the Edwards Park Dominant Tract upon such terms as are acceptable to the City and the County.
- g. The Board will convey the Athletic Field to the City with the stipulation that it remain as a park or green space available for public use between the hours of dawn and dusk only. However, the City of Hendersonville shall be authorized to hold supervised events after-dark upon notification to the Superintendent.
- h. The City will grant to the Board of Education a written right-of-first-refusal to both the Edwards Park Dominant Tract and the Athletic Field property in the event that one or both parcels are disposed of by the City by sale or exchange. Such right of first refusal must be provided in recordable form, and must be recorded as part of the closing on the exchange contemplated by this Resolution.
- i. All memorial plaques in the baseball stadium are to remain in their current locations unless a building is torn down. If that occurs, the memorial plaques will be placed on the back of the home dugout.
- 4. The City Manager, City Attorney, Superintendent and School Board Attorney shall cause such surveys to be conducted as necessary to formalize the exchange agreement contemplated by this Resolution.
- 5. The terms of this Resolution do not constitute a contract, but are intended to be used for the purpose of the negotiation and preparation of an exchange agreement, consistent with the terms of this Resolution, to be brought back to the City Council and the Board for approval.

Adopted by the City Council of the City of Hendersonville, North Carolina on this _____ day of _____, 2021.

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Adopted by the Henderson County Board of Public Education, on this ____ day of June, 2021.

Attest:

Blair Craven, Chairman, Board of Education

Dr. John Bryant, Superintendent

Approved as to form:

Angela S. Beeker, City Attorney

Board of Education Attorney



SUBMITTER:	Michael Huffman	MEETING DATE:	6/3/2021
AGENDA SECTION:	Unfinished Business	DEPARTMENT:	Stormwater
TITLE OF ITEM:	Stormwater Utility Ordinance & Administrator	Credit Policy – Micha	el Huffman, Stormwater

SUGGESTED MOTION(S):

I move that City Council adopt the Ordinance to add new Article IV, Stormwater Utility, to Chapter 24 of the Code of Ordinances and further move to adopt the Resolution to Approve the Stormwater Service Charge Credit Policy as presented.

SUMMARY:

At the April 28, 2021 Council Meeting the City Council heard a presentation from Michael Huffman on the new Stormwater Utility Ordinance and Service Charge Credit Policy. City Council provided feedback on the proposed ordinance and policy. The revised draft ordinance and credit policy are attached for your consideration.

BUDGET IMPACT: \$ N/A

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

If no, describe how it will be funded.

ATTACHMENTS:

Ordinance of the City Of Hendersonville City Council to Add a New Article IV, Stormwater Utility, to Chapter 24 of the Code of Ordinances

Resolution to Approve the Stormwater Service Charge Credit Policy

Stormwater Service Charge Credit Policy

Ordinance #____

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO ADD A NEW ARTICLE IV, STORMWATER UTILITY, TO CHAPTER 24 OF THE CODE OF ORDINANCES

WHEREAS, the Federal Water Pollution Control Act of 1972 ("Clean Water Act") and federal phase II Storm Water rules promulgated under it, as well as the rules of the North Carolina Environmental Management Commission promulgated in response to federal Phase II requirements required the City as the holder of a Phase II NPDES Permit for stormwater to adopt minimum stormwater controls such as those included in Chapter 24, Article III, Stormwater Ordinance contained within the Hendersonville City Code of Ordinances; and

WHEREAS, the City of Hendersonville wishes to create a stormwater utility as authorized by N.C.G.S. Chapter 160A, Article 16, to provide a fee-based mechanism to fund the City's ownership, operation and management of a stormwater program within the City, including the administration of the Stormwater Ordinance and the ownership, maintenance and operation of certain stormwater infrastructure;

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

Section 1. Chapter 24 of the Code of Ordinances for the City of Hendersonville is amended to add a new Article IV, entitled Stormwater Utility, to read as follows:

CHAPTER 24, ARTICLE IV. - STORMWATER UTILITY

DIVISION 1. - GENERALLY

Sec. 24-200. - Findings.

- (a) Stormwater poses a threat to the public health, safety, and welfare because it floods properties, erodes watercourses and channels, and pollutes streams and rivers.
- (b) By mapping, planning, constructing, operating, cleaning, regulating and maintaining natural and constructed stormwater management facilities, the city reduces the adverse effects of stormwater and improves the quality of groundwater, streams, rivers, and lakes in and around the city.
- (c) Stormwater management programs, including both stormwater conveyance and drainage systems, educational and other programs, protect water quality by helping to control the level of pollutants in, and the quantity and flow of, stormwater and structural and natural stormwater and drainage systems of all types.
- (c) Providing a stable source of funding for the programs and activities heretofore described can best be accomplished through the creation of a stormwater

utility. Such a utility will benefit owners and occupants of developed land in the city and other citizens.

(d) The area of impervious surface on a property, the type of use (residential, nonresidential, and other residential including but not limited to multi-family residential), the size of property, and other factors affect the peak rate of runoff, the total volume discharged, and pollutant loadings of stormwater that flows from property. It is equitable to fund a stormwater utility through a system based upon these factors.

Sec. 24-201. - Definitions applicable to article.

All definitions found elsewhere in this chapter apply in this article, in addition to the ones below, unless the context of the article language clearly indicates otherwise. The stormwater administrator is authorized to interpret and to apply these definitions. If a property could be interpreted to fall into more than one category the stormwater administrator shall determine the applicable category.

Customer or *consumer* means the person or entity to which a bill for stormwater service charges is sent. This may include the owner, occupant, or tenant of property, a homeowners' association with responsibility for property or for common areas associated with property, or a person or entity who has requested in writing to be billed for stormwater service charges for a property.

Developed land means property that contains impervious surface, and includes improved land without structures and land on which improvements are under construction, with the exception of city streets.

Equivalent Residential Unit (ERU) is 3000 square feet of impervious surface, which is the average amount of impervious surface on a single-family property in the city.

Impervious surface means a surface which, because of its composition or compacted nature, impedes or prevents natural infiltration of water into the soil, including, but not limited to, roofs, solid decks, driveways, patios, sidewalks, parking areas, tennis courts, concrete or asphalt streets, or compacted gravel surfaces. Wooden slatted decks and the water area of swimming pools are considered pervious.

Other residential uses means any developed land not fitting the definition of a residential unit but being used for residential purposes. It includes, but is not limited to, land upon which there are residential structures that contain two or more units such as duplexes, triplexes, townhouses, condominiums, apartments, boardinghouses; and includes associated land containing improvements under construction or impervious surfaces that are not structures such as parking lots, private streets and driveways.

Nonresidential land means any developed land not fitting the definition of a residential unit or other residential uses, including but not limited to churches; institutional buildings, whether public or private; commercial, office, and

industrial buildings, including associated land containing improvements under construction or impervious surfaces that are not structures such as parking lots, private streets and driveways.

Property owner or *owner* means the owner of a parcel of land as shown on the county tax records.

Residential unit means a detached single-family house or other detached single family dwelling unit, including but not limited to a manufactured home or mobile home located on an individual lot or parcel of land rather than in a manufactured home park.

Stormwater means the runoff from precipitation that travels over natural or developed surfaces to the nearest stream, other conduit, or impoundment and appears in lakes, rivers, ponds, or other bodies of water.

Stormwater services means the city program for protection of stormwater quality and for the partial control and conveyance of stormwater. It includes, without limitation, public education; monitoring, removing, and regulating stormwater pollutants; other activities described in the state-issued NPDES permit; mapping; planning; regulating, reviewing and inspecting private stormwater infrastructure; and operating, cleaning, and maintaining the city's stormwater system. The existence of stormwater services does not extend the city's ownership or responsibility to portions of the stormwater system that are privately owned, nor does it allow the city to control the conveyance of stormwater so as to prevent property damage from flooding.

Stormwater system or *drainage system* means the system of natural and constructed conveyances for collecting and transporting stormwater, whether publicly or privately owned. It includes lakes, ponds, rivers, perennial and intermittent streams, connected wetlands, open ditches, catch basins and other inlets, pipes, sewers, drains, culverts, and, in addition, created stormwater management facilities that provide partial treatment by passive means such as wet detention ponds, detention basins, and stormwater wetlands.

Stormwater utility funds mean the stormwater service charges and the interest generated by those charges.

Secs. 24-202—24-250. - Reserved.

DIVISION 2. - ESTABLISHMENT OF STORMWATER SERVICE CHARGES AND CREDITS

Sec. 24-251. - Creation of stormwater account; activities of the stormwater services division.

Stormwater service charges and interest generated by such charges shall be placed in a separate city account and shall be used by the city solely for the operational costs, indirect costs, debt principal and debt service, and establishment of a reserve fund for stormwater services. Sec. 24-252. - Stormwater service charges.

All developed land in the city, whether public or private, shall be subject to a stormwater service charge set by the city council. Exemptions shall not be allowed based on age, tax exemption, or other status of an individual or organization. Service charges may be subject to a credit system as further provided in this article. The stormwater service charges shall be adopted (and amended) by City Council after notice and a public hearing as required by N.C.G.S. § 160A-314. As set out in N.C.G.S. § 160A-314, the hearing may be held concurrently with the public hearing on the City's proposed budget.

Sec. 24-253. - Billing method, responsible parties.

Bills for stormwater service shall be sent at regular, periodic intervals, which may range from monthly to yearly. Where a property owner is also receiving water and/or sewer services from the City, stormwater service charges may be billed on a combined utility bill that also contains charges for water and/or sewer service.

Sec. 24-254. - Payment provisions, utility termination.

- (a) Where stormwater service charges appear on a combined utility bill, and a customer does not pay the service charges for all the utilities on the bill, the partial payment will be applied to the respective service charges in the following order: late fees for the utility bill; delinquent stormwater charges; delinquent sanitation charges; delinquent sewer charges; delinquent water charges; current stormwater charges; current sanitation charges; current sewer charges; and current water charges. As used hereinabove, "charges" includes all fees, charges, and penalties in the fee schedule adopted by City Council related to water, sewer, sanitation, stormwater, and any other enterprise systems authorized by N.C.G.S. § 160A-314.
- (b) Billing and collection shall be in accordance with the City of Hendersonville Billing Policy & Procedures, as amended and approved by the City Council.

Sec. 24-255. – Credits and Exemptions.

(a) The city may provide a system of credits against stormwater service charges for properties on which stormwater facility construction or maintenance substantially mitigates the peak discharge or runoff pollution flowing from such properties or substantially decreases the city's cost of maintaining the public stormwater system. The engineering department will develop written policies to implement the credit system. Applicable credits shall be those approved in a stormwater service charge fee schedule, adopted by City Council in accordance with Sec. 24-252. Credits may be adopted, amended, or eliminated as the discretion of the City Council as part of the adoption or amendment of the stormwater service charge fee schedule.

- (b) Exemption: The following properties are exempt from the payment of stormwater services charges:
 - (1) Improved public roads, sidewalks, and greenways, not including internal roads within public facilities, which have been conveyed to and accepted for maintenance by the North Carolina Department of Transportation or the City and which are used by the public for motor vehicle or pedestrian transportation; and
 - (2) Railroad corridors and tracks. This exemption shall not be construed to apply to railroad stations, maintenance buildings, or other developed land used for railroad purposes.
 - (3) Undeveloped land, open space delineated on a recorded plat with less than 600 square feet of impervious surface, or land parcels with less than 600 sq feet of impervious surfaces.
 - (4) Private streets within a subdivision or planned residential development.
 - (5) Parcels maintained by homeowner associations as open space or with engineered stormwater control measures.
 - (6) Other parcels against which the stormwater utility service charge fee schedule adopted by City Council pursuant to Sec. 24-252 does not assess a stormwater fee.
- (c) Any credits shall be contingent upon the property's stormwater SCMs complying with the standards of the City's stormwater control ordinance.

Secs. 24-256—24-283. - Reserved.

DIVISION 3. - USE OF STORMWATER UTILITY FUNDS FOR CONSTRUCTION, IMPROVEMENTS, AND MAINTENANCE

Sec. 24-284. - Purpose and definitions.

(a) Purpose. This division establishes the conditions under which funds from the stormwater utility will be used for work on drainage system components located outside the city-owned drainage system or within city-owned rights-of-way and dedicated easements. Drainage system components located within city-owned rights-of-way play an essential function in carrying stormwater and the public impact when such components malfunction is generally greater than when such components are located outside the rights-of-way. Therefore, the first priority use of stormwater utility funds is for maintenance of and improvements to drainage system components within city-owned rights-of-way. Stormwater utility funds may also be used to fund drainage system construction, improvement, repair, or maintenance on property outside of city rights-of-way. The city has an interest in helping to assure that components of the drainage system that have an impact on the overall system are maintained and/or improved, whether located inside or outside city rights-of-way. Such

components are generally those that carry in whole or in part runoff from publicly maintained streets.

The intent of this section is not to transfer responsibility or liability to the city for drainage system components on property not owned by the city that carry such runoff. Rather, it is to establish criteria and priorities to be used when making available stormwater utility funds for work on drainage system components located outside of city-owned rights-of-way. No action or inaction of the city pursuant to this section shall impose upon the city, its agents, officers, or employees, any responsibility or liability of any kind, past or future, relating to any person or property. No action by the city, including but not limited to funding of work on drainage system components not owned by the city, shall be considered as a taking or appropriation of, or assumption of responsibility for any stream, drain, ditch or other drainage system feature that is outside city-owned property or right-of-way.

City participation in work on drainage system components outside of the right-of-way is limited to the extent to which funds are available for such purpose and no entitlement to receive funds for such work arises from this division.

(b) *Definitions*. In addition to definitions previously appearing in division 1 of this article, the definitions below also apply to this division. Interpretation and application of this division shall be by the director of public works, whose decisions are final and not subject to appeal.

Director means the city's director of the department of Engineering or any successor department in which primary responsibility for administering the stormwater services resides, and includes any individual to whom the director delegates responsibilities under this article.

Flood or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland waters and/or, the rapid accumulation of runoff of surface waters from any source.

Public street means an area for vehicular traffic that is maintained by the city or North Carolina Department of Transportation and is within publicly owned rightof-way.

Routine maintenance means activities that allow the drainage system to function properly by keeping it clean and free of blockage. It does not include construction or major repair. Examples include but are not limited to, cleaning grates and inlets, flushing pipes, removing blockages in pipes, removing litter and debris from channels and ditches, minor clearing of overgrown vegetation and minor repair of erosion control measures.

Sec. 24-285. - Criteria for use of stormwater utility funds for drainage assistance projects located outside of city-owned rights-of-way.

(a) Work on drainage projects may be funded with stormwater utility funds provided that all of the following eligibility criteria are met:

- (1) The drainage system carries, in whole or in part, runoff from public streets.
- (2) The property on which the drainage system is located has not received any credit under section 24-255 for stormwater service utility charges within the preceding five years.
- (3) The drainage system is not part of a water quality treatment facility or water quantity control device that was required to be constructed and maintained as part of an approved development.
- (4) The drainage system is not located on property which is undergoing development or redevelopment unless the development/redevelopment project is funded in part by other city funds.
- (5) The condition of the drainage system must impact or threaten an existing inhabited or occupied building or a public street, sidewalk, or other public pedestrian walkway.

Conditions that do not qualify include but are not limited to:

- Moisture or ponding not attributable to flooding;
- Groundwater seepage;
- Landscaping;
- Minor erosion;
- Minor ponding or standing water;
- Routine maintenance activities;
- Drainage conditions involving lot to lot drainage of private properties;
- Roof drains and downspouts.
- (6) The drainage problem is not caused by flooding due to the periodic temporary inundation of stream flow on lands adjacent to open channels or within mapped floodplains or wetlands.
- (7) A formal request for assistance complying with city requirements is submitted to the stormwater services division by the current property owner(s).

The application of the above factors and the determination as to eligibility for stormwater utility funding shall be made by the director and this decision is not subject to appeal. However, the director may bring any request for assistance to City Council for approval.

All authorized work referred to herein shall be performed by the city, its agents and/or contractors. The city will direct all necessary activities including but not limited to design, engineering, contracting, and construction.

- (b) In addition, eligible projects must meet the following criteria:
 - (1) The property owner, if the owner is not the city, must dedicate a stormwater drainage easement of a width, length, and type as specified by the director. The dedication of such easement will be at no cost to the city

and shall not relieve the property owner of responsibility or liability for drainage system maintenance;

- (2) The property owner shall not owe delinquent fees, charges, assessments, or taxes to the city.
- (3) The project shall be the most cost effective, reasonable and practical alternative to correct the existing problem, as determined by the director. Any excess costs shall be borne entirely by the property owner. Design criteria shall meet, but are not limited to, the following criteria:

• The proposed project shall meet current city stormwater design standards to the maximum extent practical;

- Existing open channels shall not be piped unless engineering reasons require such work or significant cost savings would be realized;
- Streams and their associated buffers shall be protected to the maximum extent practical.
- (4) The owner must pay the applicable owner's share of the cost of the work as specified in section 24-287.
- (5) The owner must execute an agreement with the city that meets city requirements prior to the city's proceeding with the project.

Sec. 24-286. - Priority categories for eligible requests for drainage assistance.

Prioritization of eligible requests shall be based on the severity of the problem, the cost, and the number of properties affected and shall be assessed using written criteria approved by the director. The determination as to the priority a drainage project located outside of city-owned rights-of-way receives shall be made by the director and this decision is not subject to appeal. The following priority categories shall be used, with priority A the highest priority:

- (1) *Priority A.* The condition of the drainage system affects the ability of the system to function under normal design conditions and causes structural impacts to an existing inhabited or occupied building or a public street, sidewalk, or other public pedestrian walkway. Examples include but are not limited to failed systems that cause:
 - Sustained street flooding;
 - Living space flooding of residential structures; or
 - Flooding of an occupied building constructed on a permanent foundation connected to utility services (electric, gas, water, sewer).
- (2) *Priority B.* The condition of the drainage system poses an imminent threat of constituting a priority A project. Examples include but are not limited to failed systems that cause:
 - Crawlspace flooding that has not affected the structure's integrity;
 - Flooding of attached garages to residential structures.

Sec. 24-287. - Amount of funding from stormwater utility funds.

The amount of funding from stormwater utility funds for projects meeting criteria in section 24-285 shall be limited as set forth below. City funding shall be based on the cost estimate prepared for the most cost-effective alternative as determined by the Director, and this decision is not subject to appeal. Estimated costs shall include, but are not limited to, expenditures for services performed by any agents and/or contractors of the city for survey, design, contracting, construction, and other professional services needed to complete the project. The following funding criteria and formulas apply:

- (1) Single-family residential properties. The city will pay for 80 percent of the estimated project cost not to exceed \$25,000.00 per property per project. The owner shall pay the remaining cost.
- (2) All other properties. The city will pay for 24 percent of the estimated project cost not to exceed \$35,000.00 per property per project. The owner shall pay the remaining cost.
- (3) Stormwater utility funding for drainage assistance requests shall not exceed \$35,000.00 per property owner in a ten-year period.

Sec. 24-288. - Installment payments.

- (a) The property owner share of the stormwater drainage repair or improvement project cost, as determined in sections 24-287 and 24-286, may be paid in installments.
- (b) The property owner shall submit a request in writing and a completed application for payment of the cost in installments prior to scheduling the stormwater repair or improvement.
- (c) The property owner share of the cost shall be payable in eight equal annual installments. The first installment is due and payable 50 days from the date the city manager approves payment of the cost in installments. Subsequent installments, with accrued interest, shall be due and payable on the same date in each successive year thereafter until the property owner share of the stormwater drainage project cost and interest thereon is paid in full. Installment payments shall bear interest at a rate fixed by the city council in the fee schedule.
- (d) From and after the date that the city manager or designee approves payment of the cost in installments, the unpaid portion of the owner's cost shall be a lien on the property as provided in section 35 of the Charter of the city and any other applicable law.
- (e) The monies collected shall be used by the stormwater services division solely for stormwater services.

Sec. 24-289. - Other projects not prohibited.

This division does not prohibit or otherwise limit the use of stormwater funds on private property to alleviate or remedy a public nuisance, or to comply with permitting, regulatory, or statutory requirements. Sec. 24-290. - Severability.

If any section, subsection, paragraph, or clause of this article is held to be invalid or unenforceable, all other sections, subsections, paragraphs, and clauses shall nevertheless continue in full force and remain in effect. In addition, if the city's use of funds for any portion of its stormwater program is held invalid, all other funded portions of the program shall continue in full force and remain in effect.

Section 2. This Ordinance shall be effective upon adoption.

Section 3. If any section, subsection, paragraph, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June, 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Resolution #__-

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE THE STORMWATER SERVICE CHARGE CREDIT POLICY

WHEREAS, the Federal Water Pollution Control Act of 1972 ("Clean Water Act") and federal phase II Storm Water rules promulgated under it, as well as the rules of the North Carolina Environmental Management Commission promulgated in response to federal Phase II requirements required the City as the holder of a Phase II NPDES Permit for stormwater to adopt minimum stormwater controls such as those included in Chapter 24, Article III, Stormwater Ordinance contained within the Hendersonville City Code of Ordinances; and

WHEREAS, the City of Hendersonville is creating a stormwater utility as authorized by N.C.G.S. Chapter 160A, Article 16, to provide a fee-based mechanism to fund the City's ownership, operation and management of a stormwater program within the City, including the administration of the Stormwater Ordinance and the ownership, maintenance and operation of certain stormwater infrastructure; and

WHEREAS, in order to create the stormwater utility, the City Council is adopting an Ordinance of the City of Hendersonville City Council to Add a New Article IV, Stormwater Utility, to Chapter 24 of the Code of Ordinances (the "Ordinance"); and

WHEREAS, the City Council is wishes to adopt a policy allowing for a credit against certain portions of the stormwater fees and charges imposed through the adoption of the Ordinance and its associated fee schedule as an incentive for the installation of appropriate stormwater control measures;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that the Stormwater Service Charge Credit Policy, attached hereto, is approved.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June, 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Stormwater Management Utility Service Charges and Credits Policy

Authority

Authority for the stormwater management utility service charge credit is found in the City of Hendersonville's Code of Ordinances, reference Chapter 24, Article IV of the City of Hendersonville Code of Ordinances. Furthermore, the enactment of standard utility policies requires the approval of the City Council. As fee schedules, rates and other specific policies are updated, it will be the responsibility of the Finance Department to ensure this policy manual is revised in accordance with City Council action.

Introduction and Background

The City of Hendersonville, North Carolina has implemented a stormwater management utility service charge to fund the operation, maintenance, and capital investments of the City's stormwater program. With the stormwater management service charge, a non-residential property owner pays a rate proportional to the amount of impervious surface on the parcel. *Impervious surface* shall mean developed areas of land that prevent or significantly impede the infiltration of stormwater into the soil. Typical impervious surfaces include, but are not limited to: Roofs, sidewalks, walkways, patios, swimming pools, private driveways, parking lots, access extensions, alleys and other paved, engineered, compacted or gravel surfaces containing materials that prevent or significantly impede the natural infiltration of stormwater into the soil.

As used in Chapter 24, Article IV of the City of Hendersonville Code of Ordinances uses are classified as Residential Units, Other Residential Uses and Nonresidential Land. These terms have the following definitions:

Other Residential Uses means any developed land not fitting the definition of a residential unit but being used for residential purposes. It includes, but is not limited to, land upon which there are residential structures that contain more than two units, such as triplexes, townhouses, condominiums, apartments, boardinghouses;; and includes associated land containing improvements under construction or impervious surfaces that are not structures such as parking lots, private streets and driveways.

Nonresidential Land means any developed land not fitting the definition of a residential unit or other residential uses, including but not limited to churches; institutional buildings, whether public or private; commercial, office, and industrial buildings, including associated land containing improvements under construction or impervious surfaces that are not structures such as parking lots, private streets and driveways.

Residential Unit means a detached single-family house, a duplex, or a manufactured home or mobile home located on an individual lot or parcel of land rather than in a manufactured home park.

Stormwater Management Utility Service Charges

In order to apply a consistent and equitable basis for determining the City's stormwater management utility service charge, the City of Hendersonville is using an Equivalent Residential Unit (ERU) approach. An ERU is a unit of measure of impervious surface (in square feet) that represents the impervious surface area on the average single-family residential parcel in the City as a unit of comparison. For the City of Hendersonville, the average single-family residential property contains approximately 3,000 square feet of impervious area. So, for the City of Hendersonville one (1) ERU equals 3,000 square feet of impervious surface.

Residential units – each Residential unit will be billed the monthly fee for 1 ERU.

Other Residential Uses - Each dwelling unit that is part of an Other Residential Use will be billed the monthly fee for 1 ERU.

Nonresidential Land - In order to calculate the stormwater management utility service charge for Non-Residential Land, the City will divide a parcel's total impervious surface area by 3,000 sq ft (City's ERU) to determine the number of ERUs specific for that parcel. Then the parcel specific number of ERUs will be multiplied by the City's current fee for 1 ERU.

The fee for 1 ERU is as adopted by City Council as part of the City of Hendersonville Stormwater Management Utility Service Charges Fee Schedule ("Fee Schedule").

No public or private property shall be exempt from paying the City of Hendersonville stormwater management service charge, aside from those outlined in Chapter 24, Article IV of the City of Hendersonville Code of Ordinances. The City has developed a credit program for non-residential users to reduce their stormwater management utility service charge through the implementation of Stormwater Control Measures (SCMs). An SCM is a permanent structural device that is designed, constructed, and maintained to reduce annual runoff volume and/or remove pollutants from stormwater runoff by promoting settling or filtration or mimic the natural hydrologic cycle by promoting infiltration, evapo-transpiration, post-filtration discharge, reuse of stormwater, or a combination thereof.

The Credit Program

The credit program provides the opportunity to recognize and credit innovative stormwater practices that reduce stormwater runoff volumes, enhance water quality, or provide other stormwater benefits. Under this program, innovative practices and corresponding credits will be evaluated on a case by case basis at the discretion of the Stormwater Administrator so that credits provided will be based on a sound and consistent practices. This document provides relevant information and instructions necessary to apply for a stormwater management utility service charge credit. Credits will not be allowed for properties classified as Residential Units. Also, credits will not be allowed where a property owner has opted to take advantage of the Stormwater Management Utility Service Charge monthly cap, if a cap has been set by City Council. Applicants should use this policy as a guide in submitting an application for the stormwater management utility service charge credit.

Allowable Credits

Nonresidential Land that designs and implements privately owned SCMs that reduce annual water runoff volume and/or provide a water quality benefit to the City, and meet the general engineering design requirements set forth in the City's ordinance, in accordance with 15A NCAC 2H.1008(c), and the current NCDEQ Stormwater Design Manual and SCM Credit Document, may be eligible for a stormwater management utility service charge credit.

Qualifying and approved applications will result in a fifty percent (50%) reduction in the monthly Stormwater Management Utility Service Charge for the parcels included within the application. This credit will continue for so long as a parcel remains qualified under the terms of this Policy.

General Guidelines

- This document shall be used in conjunction with the Chapter 24, Article IV of the City of Hendersonville Code of Ordinances,, the City's current Billing Policy and Procedure, NCDEQ Stormwater Design Manual and SCM Credit Document.
- The City of Hendersonville has the right to inspect the SCM at any time to ensure that it is functioning per the design documents and is being properly maintained. If at any time the SCM ceases to function in the manner for which it was intended, or no longer operates in a manner which yields the maximum benefits it was designed to produce, the City of Hendersonville reserves the right to reduce the credit amount or eliminate the credit altogether, both at its discretion. If a credit is reduced or eliminated, the property owner must make a new application to have the SCM reconsidered. Stormwater Management utility service charge credits will continue as long as inspection, maintenance, and record keeping are current and there are no significant changes to the SCM that would require reevaluation of the proper functioning of the facility.
- In consideration for permission to construct or install an SCM, and by nature of applying for a stormwater management utility service charge credit, the property owner/applicant is hereby legally acknowledging and agreeing to the following:
 - After completion of the construction or installation by the applicant and approval by the City, the construction or installation of a SCM shall remain a privately owned and maintained stormwater control mechanism and shall not be accepted by the City and shall not become a part of the City's stormwater maintenance program or the Department of Public Works. All maintenance responsibility and liability shall be and remain with Owners, their personal representatives, heirs, grantees, successors, and assigns as set forth in the City's Stormwater Ordinance referenced above.
 - Owners, their personal representatives, heirs, grantees, successors, and assigns shall indemnify and hold harmless the City of Hendersonville, its officers, agents, and employees from any and all claims, actions, causes of action, judgments, damages, losses, costs, and expenses (including attorney's fees) arising out of or resulting from the construction, installation, maintenance, review, inspection or operation of the stormwater control mechanism.
- It is the responsibility of the property owner to apply for a credit.
- Only the property owner paying the stormwater utility service charge can apply for a credit.
- Credits are non-transferrable between parcels or owners.
- Credits will be applied on a parcel-by-parcel basis.
- Credits are available for non-residential parcels only
- Temporary or retroactive credits will not be considered nor allowed.

Credit Application Process, Review and Appeals

Applications for stormwater management fee credits must:

- Be made in writing, on the City's current credit application form. All applications must be complete and have all calculations, plans and other supporting data attached to be considered. Incomplete applications will be returned without being reviewed and will need to be resubmitted once complete.
- Each credit for which a customer applies shall be subject to review and approval by the stormwater administrator. The stormwater administrator may approve or reject any application for a credit in whole or in part, consistent with this Policy.
- Submitted with the corresponding application fee, as set forth in the City's annual adopted budget of approved rates, fees, and charges. The application fee is a nonrefundable and is a required part of the application package. If this fee is not included at the time of application submission, the application will be deemed incomplete and will not be reviewed. Upon receiving approval of the application from the City, application fees will be credited toward the next month's stormwater service charge.
- Submitted with such documentation, drawings, engineered plans, or other documentation reasonably required by the stormwater administrator in order to evaluate the application.
- Submitted in conjunction with the stormwater management plan for new construction; Or as a separate application in the case of existing SCMs or retrofit applications.
- Submitted to the following address, with checks made payable to the City of Hendersonville:

City of Hendersonville Stormwater Division City Operations Center 305 Williams Street Hendersonville, NC 28792

Any application for credit is an acknowledgement of the indemnification statement outlined above in this document, and acknowledgement of the City of Hendersonville's right to enter to inspect and verify the information submitted in the application is true and reliable.

The City of Hendersonville will review application packages within thirty (30) days of receipt. If the application is complete and accurate, a letter will be sent to the applicant notifying them of the City's review outcome. Upon approval, application fees will be credited toward the next month's stormwater service charge. If upon the City's review, deficiencies or inaccuracies are found, the City will send a letter outlining its findings to the applicant. The applicant will need to provide a revised application or supplemental information to address the stated deficiencies/inaccuracies. An additional review fee may be charged for subsequent application reviews beyond the initial application. The City will review the amended/resubmitted application package within thirty (30) days of receipt of the revised submission. If the application is complete and accurate, a letter will be sent to the applicant notifying them of the City's review outcome. If a credit application package is approved, the City will apply the credit to the applicant's next billing cycle (generally within 45 days of written approval) for SCMs that have already completed construction and passed inspection, or on the first billing cycle for the property following construction completion of the SCM and subsequent inspection and approval by the City.

If an applicant wishes to appeal the outcome of an application decision, appeals should be made in writing within fifteen (15) days from the date cited on the City's review outcome letter. Written appeals letters should be addressed to the City Engineer and should specify the grounds of the appeal. The City Engineer will review the appeal and provide a written response within thirty (30) days of the written appeal.



SUBMITTER:	John Connet	MEETING DATE:	6/3/2021
AGENDA SECTION:	NEW BUSINESS	DEPARTMENT:	Police
TITLE OF ITEM:	Adoption of a Resolution of the C Establish a No Parking Zone on the Myhand, Chief of Police	•	•

SUGGESTED MOTION(S):

I move that the City Council adopt the *Resolution of the City of Hendersonville City Council to Establish a No Parking Zone on the South Side of Woodcock Avenue.*

SUMMARY:

Residents of Woodcock Avenue have requested the establishment of a no parking zone on the south side of Woodcock Avenue between Ashe Street and Robinson Terrace. City staff support this request based on the width of street and illegal activity that has historically occurred on this street.

BUDGET IMPACT: < \$1000.00

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

If no, describe how it will be funded. If not, drug forfeiture funds are available to cover the costs of these signs.

ATTACHMENTS:

Proposed Resolution

Resolution #____

RESOLUTION OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO ESTABLISH A NO PARKING ZONE ON THE SOUTH SIDE OF WOODCOCK AVENUE

WHEREAS, Woodcock Avenue currently has a pavement width of approximately thirty (30) feet and allows parking on both sides of the street; and

WHEREAS, fire apparatus, ambulances and solid waste vehicles are unable drive down the street when vehicles are parked on both sides of Woodcock Avenue; and

WHEREAS, resident of Woodcock Avenue have notified the City Council that their quality of life is being impacted by individuals that park on both sides of the street to conduct illegal activity; and

WHEREAS, the Chief of Police, Fire Chief and Public Works Director support the establishment of a no parking zone on Woodcock Avenue to facilitate the provision of city services to these residences.

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

- 1. A no parking zone shall be established on the south side of Woodcock Avenue between Ashe Street and Robinson Terrace.
- 2. The Public Works Director shall designate the no parking zone as directed by Section 50-81 of the Code of Ordinances for the City of Hendersonville.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



SUBMITTER: John Buchanan, Finance Director **MEETING DATE:** June 3, 2021

AGENDA SECTION: Manager's Report DEPARTMENT: Finance Department

TITLE OF ITEM: Cash & Investment Report – John Buchanan, Finance Director

SUGGESTED MOTION(S): N/A

SUMMARY:

As of April 30, 2021 the City's cash and investments consists of the following:

U.S. Treasuries Federal Agency Commercial Paper NCCMT(ECB Cash)	\$ \$ \$	1,614,928.13 3,497,725.00 998,064.44 3,948,379.20
NCCMT(FCB Cash)	\$	3,948,379.20
Central Depository: Health&Welfare Acct:	\$ \$	5,926,611.73 55,157.07
NCCMT Funds	\$ ¢	7,355.49
Suntrust (Rev. Bond) Hometrust (PD Const)	\$ \$	3,083,207.84 4,931,518.90

Total \$ 24,062,947.80

Investment rate of return remains very low. Current Treasury yield on a 3 year maturity is 33 basis points. Real and business/personal property tax collections are at 98% collected for the current year.

BUDGET IMPACT: \$0

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

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

ATTACHMENTS:

Section 11, Item A.

CITY OF HENDERSONVILLE FIRST CITIZENS CUSTODIAN ACCOUNT				INVESTMENT R	EPORT					April 21	
Investment Name		Rating	Cusip	Price	Coupon	YTM		Purchased Date	Issued Date	Maturity Date	Cost Basis
TREASURY AND FEDERAL AGENCIES											
US Treasury Note	USTN		912828M80	101.05	2.009	6 1	1.64%	12/11/2019	11/30/2015	11/30/2022 NC	606,328.13
Federal Home Loan Bks Cons Bds	FHL		3130ALLN2	99.825	0.50	6 Ο	0.50%	3/24/2021	3/24/2021	3/24/2026 NC	499,125.00
Federal Home Loan Mtg Corp	FHLM		3137EAFA2	99.91	0.25	6 Ο	0.25%	3/24/2021	12/4/2020	12/4/2023 No	999,100.00
US Treasury Note	USTN		912828527	100.86	1.13	6 Ο	0.10%	8/28/2020	6/30/2016	6/30/2021 No	1,008,600.00
Federal Farm Credit	FFCB	Aaa AA+	/ 3133EL7EB	99.975	0.22	6 Ο	0.23%	9/29/2020	9/15/2020	3/15/2023 Yes	1,999,500.00
TOTAL TREASURY AND FEDERAL AGENCIES											5,112,653.13
COMMERCIAL PAPER/CASH EQUIVALENT											
Toyota Motor Corp TOTAL COMMERCIAL PAPER/ CASH EQUIVALENT	тмс	A1+/P1	89233GSU1	99.8064	0.26	6 Ο	0.26%	9/1/2020	9/1/2020	5/28/2021 No	998,064.44 998,064.44
OTHER INVESTMENTS (MUNI/BABS/)											
TOTAL OTHER INVESTMENTS (MUNI/BABS)											0.00
Total Securities NC Capt Management	Cash								Tot	al Security - Cost Basis	6,110,717.57 3,948,379.20 10,059,096.77
Federal Home Lo	nie Mae FNMA	\$	- - 1,498,225.00 -	- 0.00% 8.89% 0.00%						20 20	laturity Date: 121 \$ 2,006,664.44 122 \$ 606,328.13 123 \$ 2,998,600.00 124 \$ -
US Treas Total GOVERNMENT A	ary Note USTN ary Note USTN	\$	1,999,500.00 1,008,600.00 606,328.13 5,112,653.13 998,064.44	11.86% 5.98% 		5 842,65	5.00%	15% 2,527,950.00	20% 3,370,600.00		225 \$ - 226 \$ 499,125.00 \$6,110,717.57
	MUNI/OTHE	R \$	- 6,110,717.57	-							



SUBMITTER:	Angela Reece	MEETING DATE:	June 3, 2021
AGENDA SECTION:	BOARD/COMMISSION/COMMITTE APPOINTMENTS	EDEPARTMENT:	ADMINISTRATION

TITLE OF ITEM: Board & Commission Appointments – Angela L. Reece, City Clerk

SUGGESTED MOTION(S):

SUMMARY: The City of Hendersonville has vacancies on the following Boards and Committees.

- A. <u>Animal Services Advisory Committee</u> (3 vacancies/ 3-yr terms expiring June 30, 2024)
- **B.** Board of Adjustment (1 vacancy/ unexpired term ending June 30, 2023)
- C. Business Advisory Council (2 vacancies/ 3-yr terms expiring June 30, 2024)
- D. NEW: Diversity & Inclusion Advisory Committee Initial Appointment of Committee Membership
- E. Downtown Advisory Board (2 vacancies/ Member At-Large unexpired terms ending June 30, 2022)
- F. TDA Staff Appointment

Other Vacancy Information

Board of Adjustment - (County Appointed: 1 vacancy/ unexpired term ending June 30, 2024)

Downtown Advisory Board -

(1 vacancy/ 7th Ave. Stakeholder unexpired term ending June 30, 2022)

Charter: Stakeholders are defined as persons owning property within a municipal service district the City of Hendersonville, and business owners whose business is located within a municipal service district in the City of Hendersonville.

Planning Board - (County Appointed: 1 vacancy/ unexpired term ending December 31, 2023)

NEW: Stormwater Advisory Committee

Additional applications are being solicited.



SUBMITTER:	John Connet	MEETING DATE:	6/03/2021
AGENDA SECTION:	CLOSED SESSION	DEPARTMENT:	Administration
TITLE OF ITEM:	Closed Session pursuant to NCG City Manager	S § 143-318.11(a) (1)) (3) (6 – John Connet,

SUGGESTED MOTION(S):

I move that City Council authorize the governing board to enter into closed session pursuant to NCGS § 143-318.11(a) (1) (3) (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 consult with an attorney employed by the public body in order to preserve the attorney-client privilege between the attorney and the public body and consider the qualifications, competence, performance, character and fitness of a public officer.

SUMMARY:

City staff is requesting a closed session 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 consult with an attorney employed by the public body in order to preserve the attorney-client privilege between the attorney and the public body and consider the qualifications, competence, performance, character and fitness of a public officer.

BUDGET IMPACT: \$ NA

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

If no, describe how it will be funded. NA

ATTACHMENTS: