



# CITY OF HENDERSONVILLE CITY COUNCIL REGULAR MEETING

Operations Center - Assembly Room | 305 Williams St. | Hendersonville NC 28792  
Thursday, December 01, 2022 – 5:45 PM

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## AGENDA

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **PUBLIC COMMENT** - *Up to 15 minutes is reserved for comments from the public not listed on the agenda.*
4. **CONSIDERATION OF AGENDA**
5. **CONSENT AGENDA** - *Items are considered routine, noncontroversial in nature and are considered approved by a single motion and vote.*
  - A. Adoption of Minutes – *Jill Murray, City Clerk*
  - B. December Budget Amendments – *Adam Murr, Budget Manager*
  - C. Approval of School Resource Officer Agreement Between City of Hendersonville and Henderson County – *John Connet, City Manager*
  - D. Earth Day Festival Special Event Application - *Jamie Carpenter, Downtown Manager*
  - E. Henderson County Tax Adjustments -*Amanda Lofton, Deputy Tax Collector*
  - F. Amendment to Management Agreement for Patton Pool – *Mark Stierwalt, Superintendent of Public Works, Buildings, Parks and Cemetery*
  - G. Ratification and Approval of HPD Off-Duty Employment Program – *John Connet, City Manager and Blair Myhand, Chief of Police*
  - H. Contract Award for Construction of the North Fork Reservoir Dredging Project – *Adam Steurer, Utilities Engineer*
6. **PRESENTATIONS**
  - A. City of Hendersonville Academy Graduates – *John Connet, City Manager*
  - B. Recognition of Steve Alverson, Risk and Safety Officer for obtaining the Manager of Environmental Safety and Health Certificate – *Jennifer Harrell, HR Director*
  - C. Propane Gas Vehicle Conversion – *Happy Fox, Blossman Gas*
  - D. 7<sup>th</sup> Avenue Branding Presentation - *Jamie Carpenter, Downtown Manager*

E. Flood Sensor System and Stormwater Update – *Michael Huffman, Stormwater Division Manager*

**7. PUBLIC HEARINGS**

**8. UNFINISHED BUSINESS**

**9. NEW BUSINESS**

A. Allocation of City Funds to Support Apple Ridge Affordable Housing Project – *John Connet, City Manager*

B. Evaluation of Purchase of Duncraggen Park – *John Connet, City Manager*

C. Parks and Greenway Masterplan Committee – *John Connet & Tom Wooten*

D. Update Regarding Sustainability/Parks Manager Position – *John Connet, City Manager*

E. Cancellation of December 28, 2022 City Council Meeting – *John Connet, City Manager*

F. Adoption of Joint Resolution in Support of a Consolidated Water and Sewer Utility Commission – *Jennifer Hensley, Council Member*

**ORGANIZATIONAL MEETING**

Adoption of 2023 Regular Meeting Schedule – *Jill Murray, City Clerk*

**10. BOARDS/COMMISSIONS/COMMITTEE APPOINTMENTS**

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

**12. CITY COUNCIL COMMENTS**

**13. ADJOURN**

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





# MINUTES

October 26, 2022

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

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

Absent: Jerry A. Smith Jr., J.D.

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 Barbara G. Volk called the meeting to order at 4:03 p.m. and welcomed those in attendance. A quorum was established with the majority of members in attendance.

### 2. CONSENT

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

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

**Resolution #R-22-131**

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

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

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

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

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

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

1. A soul-source purchase of a standby engine-generator is authorized for the French Broad River Intake & Pumping Station in the amount of \$216,500 plus applicable sales tax.



Adopted by the City Council of the City of Hendersonville, North Carolina this 26<sup>th</sup> day of October 2022.

/s/Barbara G. Volk, Mayor

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

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

**B. Housing Selection Committee Neighborhood Assistance Policy – John Connet, City Manager**

*I move that the City Council adopt the 2020 Housing Selection Committee Neighborhood Assistance Policy.*

**C. Exchange Agreement with Henderson County Board of Public Education – Angela Beeker, City Attorney**

*I move City Council to adopt the Resolution to Approve the Exchange Agreement with the Henderson County Board of Public Education for Edwards and Berkeley Parks as presented.*

**Resolution #R-22-132**

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE  
THE EXCHANGE AGREEMENT WITH THE HENDERSON COUNTY BOARD OF  
PUBLIC EDUCATION FOR EDWARDS AND BERKELEY PARKS**

**WHEREAS**, the Henderson County Board of Public Education, hereinafter “Board of Education,” is the owner of that property, commonly known as Edwards Park, being that +/- 1.47 acre parcel of property shown on plat slide 13621 of the Henderson County Registry, having acquired it by that deed recorded in Book 825 at Page 670 of the Henderson County Registry, said 1.47 acre parcel being hereinafter referred to as “Edwards Park”;

**WHEREAS**, the City of Hendersonville, hereinafter “City,” is the owner of that property, commonly known as “Berkely Park, being that property shown on Plat Slide 7333 of the Henderson County Registry, having acquired it by that deed recorded in Deed Book 1363 at Page 221 of the Henderson County Registry, said property being hereinafter referred to as “Berkely Park,”; and

**WHEREAS**, the City of Hendersonville wishes to acquire Edwards Park, for the relocation of the Laura Corn Mini-Golf; and

**WHEREAS**, Board of Education wishes to acquire approximately 16 acres of Berkeley Park, including the historic baseball stadium, for Hendersonville High School athletic facilities, the approximate 16 acres being substantially shown and identified as “+/- 16.0 acre parcel” on Exhibit A, attached hereto and incorporated herein by reference, said +/- 16.0 acre parcel being hereinafter referred to the “+/- 16.0 Acre Tract; and

**WHEREAS**, the City of Hendersonville is willing to convey the +/- 16.0 Acre Tract and pay \$250,000, to the Board of Education in exchange for the Board of Education’s conveyance of Edwards Park to the City; and

**WHEREAS**, the City of Hendersonville is willing to give the Board of Education a right of first refusal for the +/- 21.34 acre remaining portion of Berkely Park located on the north side of Balfour Road if not used or conveyed by the City for economic development purposes, upon the terms set forth hereinbelow, said +/- 21.34 acres being shown and identified on the attached Exhibit A as “+/- 21.34 acre parcel,” and referred to hereinafter as the “Berkely Remainder Parcel”; and

**WHEREAS**, NCGS 160A-274 authorizes the City to sell, lease convey or exchange properties with the Board of Education upon such terms as City Council deems advisable; and

**WHEREAS**, City Council wishes to approve the draft agreement between the City of Hendersonville and the Henderson County Board of Public Education to carry out the terms of that Resolution approving the exchange, adopted on August 4, 2022.

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

1. The agreement between the City of Hendersonville and the Henderson County Board of Public Education, attached hereto as Exhibit 1, is approved. The City Manager, in

consultation with the City Attorney, is authorized to approve modifications to the agreement, provide they do not involve incurring additional financial obligations by the City.

2. The Mayor, City Manager and City Attorney are authorized to negotiate, make, enter into, and execute such other contracts, and such deeds, easements, boundary line agreements, the right of first refusal, the option agreement, and any and all other documents, and to take any and all actions, reasonably necessary to carry out the terms of the approved agreement, including but not limited to making conveyances and reasonable expenditures for costs and expenses for the purposes stated herein.
3. This Resolution shall serve as the authority for the Mayor, City Manager, City Attorney to enter into legally binding obligations on behalf of the City of Hendersonville, consistent with the terms of this Resolution.

Adopted by the City Council of the City of Hendersonville, North Carolina this 26<sup>th</sup> day of October 2022.

/s/Barbara G. Volk, Mayor

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

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

**D. Amendment to Rezoning: Conditional Zoning District – Cottages @ Mastermind (P22-55-CZD) – Angela S. Beeker, City Attorney**

*I move that City Council adopt An Ordinance Of The City Of Hendersonville City Council To Amend The Official Zoning Map Of The City Of Hendersonville For Parcels Possessing Pin Numbers 9579-48-2415 & 9579-48-6832 By Changing The Zoning Designation From R-40 (Low Density Residential) And C-2 (Secondary Business) To PRD (Planned Residential Development – Conditional Zoning District) – Amended, as presented.*

**Ordinance #O-22-52A  
Amended**

**AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO  
AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR  
PARCELS POSSESSING PIN NUMBERS 9579-48-2415 & 9579-48-6832 BY CHANGING  
THE ZONING DESIGNATION FROM R-40 (LOW DENSITY RESIDENTIAL) AND C-2  
(SECONDARY BUSINESS) TO PRD (PLANNED RESIDENTIAL DEVELOPMENT –  
CONDITIONAL ZONING DISTRICT) - AMENDED**

IN RE:            Parcel Number:            9579-48-2415 & 9579-48-6832  
                      Addresses:                102 Francis Rd & 228 Mastermind Ln  
                      Cottages at Mastermind        (File # P22-55-CZD)

**WHEREAS**, the City is in receipt of a Conditional Rezoning application from applicant, Elam Hall of DHIC, LLC. and property owners, The Hammond Family Trust & John Hammond Trustee for the development of 99 residential units on approximately 12.8 acres, and

**WHEREAS**, the Planning Board took up this application at its regular meeting on August 8, 2022; voting 10-0 to recommend City Council approve 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 September 1, 2022, and

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

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel Numbers: 9579-48-2415 & 9579-48-6832, changing the zoning designation from R-40 (Low Density Residential) and C-2 (Secondary Business) to PRD (Planned Residential Development – Conditional Zoning District)
2. Development of the parcel pursuant to this Ordinance is subject to the following.

- a. Development shall comply with the site plan submitted by the applicant dated September 1, 2022, including the conditions listed therein including modifications approved by City Council which shall be added to the site plan. The updated site shall be submitted to the City at or the applicant's execution of this Ordinance.
- b. Permitted uses shall include:
  - i. Two-family residential
  - ii. Single-family residential
- c. Additional conditions that shall be satisfied prior to final site plan approval include:
  - i. Within the requirements of the Americans with Disabilities Act and per safety regulations, lighting shall be downward facing and fully shielded. Sidewalks away from the parking areas will use pedestrian-scale lighting as approved by City staff.
  - ii. Subject to NCDOT standards and approvals, construct a left-hand turn lane on south-bound Francis Road at the access point to the development. Should said left-hand turn lane extend beyond the existing in-place right-of ways, then the developer shall use best efforts to obtain a sufficient right-of-way easement from affected property owners for construction of left-hand turn lane. In this instance, best efforts include an offer to purchase a right-of-way easement on the affected land at market value as determined by a certified MAI appraisal. If the developer is unable to obtain a right-of-way easement from the affected property owners, then the developer may request that the City of Hendersonville obtain the needed right-of-way easement from the affected property owner subject to the developer repaying the fair market value of the easement obtained by eminent domain. In this instance, fair market value shall be the value as determined by the condemning authorities' certified MAI appraisal or jury verdict, including any cost and attorneys' fees. If the City chooses not to use their powers of eminent domain, the developer will not be responsible for constructing a left-hand turn lane.
  - iii. A Transportation Impact Analysis will not be required.
3. Except where modified by the terms of this Ordinance, development of the parcel(s) shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina.
4. Except where explicit relief is granted by the terms of this Ordinance, the development of the parcel(s) shall occur in accordance with all applicable standards within local ordinances and policies.
5. This ordinance shall not be effective until the 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 by the City Council of the City of Hendersonville, North Carolina this 26<sup>th</sup> day of October 2022.

/s/Barbara G. Volk, Mayor

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

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

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

### **3. NEW BUSINESS**

There was no new business.

**4. PRESENTATIONS****A. Stantec Water and Sewer Rate Study Presentation – Drew Finley, Asst. to the Utilities Director**

David Hyder, Senior Principal with Stantec, the City's water and sewer financial consultant firm provided a presentation on an ongoing water and sewer rate study, system development charge study, and agreed upon procedures letter for future water and sewer system revenue bonds. Mr. Hyder provided the Council with information regarding cost-of-service models, rate design, water and sewer industry challenges, challenges to the City of Hendersonville's water and sewer utility, existing rate structure, observations, pricing considerations, and next steps. City Manager John F. Connet discussed the true implementation rate and said staff wants to be conservative when planning. Manager Connet encouraged the Council to consider system development charges to reduce impact on the water and sewer plant. Manager Connet said the idea is that the new users will buy into the system to help pay for the improvements that are needed due to development and growth.

**A. Closed Session – John Connet, City Manager**

*At 4:36 p.m. Council Member Lyndsey Simpson moved that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (1) and (6) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, And the public body and to consider the qualifications, competence, performance, character, fitness of an individual public officer or employee.*

*At 6:52 p.m. Council Member Debbie O'Neal-Roundtree moved the City Council return to open session. A unanimous vote of the Council followed. Motion carried.*

There being no further business, the regular meeting was adjourned at 6:52 p.m. upon unanimous assent of the Council.

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Barbara G. Volk, Mayor

ATTEST:

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Jill Murray, City Clerk



# MINUTES

November 3, 2022

## REGULAR MEETING OF THE CITY COUNCIL

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

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

Staff Present: City Manager John F. Connet, Assistant City Manager Brian Pahle, City Attorney Angela Beeker, Communications Manager Allison Justus, Budget Manager Adam Murr, and others

### 1. CALL TO ORDER

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

### 2. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

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

John Liberatos addressed City Council requesting consideration of installation of a permanent radar sign.

Adam Johnson addressed City Council requesting consideration of support for climate action plans within the City's upcoming comprehensive plan.

Katril Davis addressed City Council requesting consideration of adoption of a climate action plan.

Sofia Fernandez addressed City Council requesting consideration of adoption of a climate action plan.

Steffie Rouche addressed City Council requesting consideration of adoption of a climate action plan and stated the plan would pay for itself through energy efficiencies.

Barbara Hughes addressed City Council requesting reconsideration of additional social districts in downtown stating she feels there is too much alcohol downtown now. Ms. Hughes further expressed concerns of DWI fatalities.

Crystal Cauley addressed City Council regarding the Sullivan Park Refresh Project stating the newly furbished park has encouraged community volunteerism and appreciation. Ms. Cauley expressed thanks to City staff and Council for their support.

Lynne Williams addressed City Council via Zoom electronic software regarding Boyd Park and response times of the Fire Department. Council Member Dr. Jennifer Hensley clarified that there are no increased response times for calls for service.

### 4. CONSIDERATION OF AGENDA

*Council Member Jerry A. Smith Jr., J.D. moved that City Council approve the agenda as presented. A unanimous vote of the Council followed. Motion carried.*

Council Member Lyndsey Simpson requested to amend the agenda by removing Items 8A, Establishment of Social Districts in Downtown Hendersonville, and 8B, Continuation of American Rescue Plan Discussions from discussion at this time.

*Council Member Jerry A. Smith Jr., J.D. moved that City Council approve the agenda as amended. A unanimous vote of the Council followed. Motion carried.*

### 5. CONSENT AGENDA

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

B. Budget Amendments – Adam Murr, Budget Manager

- C. Utility Extension Agreement for the Blue Ridge Commerce Center Development – *Brendan Shanahan, Civil Engineer IV*

**Resolution #R-22-133**

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO  
AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION  
AGREEMENT WITH ASHEVILLE INDUSTRIAL OWNER, LLC. FOR THE BLUE RIDGE  
COMMERCE CENTER**

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

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

**WHEREAS**, the Developer extends public water lines and sanitary 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**, Asheville Industrial Owner, LLC., the “Developer” and “Owner”, will enter into a Utility Extension Agreement with the City to provide water and sewer service to the Blue Ridge Commerce Center.

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

1. The Utility Extension Agreement with Asheville Industrial Owner, LLC., the “Developer” and “Owner” to provide water and sewer service to the Blue Ridge Commerce Center is approved, as presented.
2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina, this 3<sup>rd</sup> day of November 2022.

/s/Barbara G. Volk, Mayor

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

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

- D. Utility Extension Agreement for the Creekside Community Development – *Brendan Shanahan, Civil Engineer IV*

**Resolution #R-22-134**

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO  
AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION  
AGREEMENT WITH THE WEST FAMILY LIMITED PARTNERSHIP AND AMBACH  
COMMUNITIES, LLC., FOR THE CREEKSIDE COMMUNITY DEVELOPMENT**

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

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

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

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

**WHEREAS**, Ambach Communities, LLC., the “Developer” and The West Family Limited Partnership, the “Owner”, will enter into a Utility Extension Agreement with the City to provide water service to the Creekside Community Development.

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

1. The Utility Extension Agreement with Ambach Communities, LLC., the “Developer” and The West Family Limited Partnership, the “Owner” to provide water service to the Creekside Community 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.
3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina, this 3<sup>rd</sup> day of November 2022.

/s/Barbara G. Volk, Mayor

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

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

- E. Utility Extension Agreement for the Mills River Townhomes Development – *Brendan Shanahan, Civil Engineer IV*

**Resolution #R-22-135**

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO  
AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION  
AGREEMENT WITH LONGBRANCH DEVELOPMENT, LLC., THE FRANKLIN  
FAMILY TRUST DATED THE 19<sup>th</sup> OF MAY 1994 AND CALVARY FELLOWSHIP OF  
WESTERN NORTH CAROLINA, INC., FOR THE MILLS RIVER TOWNHOMES  
DEVELOPMENT**

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

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

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

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

**WHEREAS**, Longbranch Development, LLC., the “Developer” and The Franklin Family Trust Dated the 19<sup>th</sup> of May 1994 and Cavalry Fellowship of Western North Carolina, the “Owners”, will enter into a Utility Extension Agreement with the City to provide water service to the Mills River Townhomes Development.

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

1. The Utility Extension Agreement with Longbranch Development, LLC., the “Developer” and The Franklin Family Trust Dated the 19<sup>th</sup> of May 1994 and Cavalry Fellowship of Western North Carolina, the “Owners”, to provide water service to the Mills River Townhomes is approved, as presented.
2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.



3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina, this 3<sup>rd</sup> day of November 2022.

/s/Barbara G. Volk, Mayor

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

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

- F. French Broad River Intake Project Engineering Amendment 7 – *Brent Detwiler, City Engineer*

**Resolution #R-22-136**

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

**WHEREAS**, the French Broad River Intake Project (Project No. 16007) is under construction; and

**WHEREAS**, an engineering agreement with Black & Veatch was previously executed to complete the construction administration work associated with the project; and

**WHEREAS**, the construction of the project has been extended as a value engineering measure; and

**WHEREAS**, the construction timeline extension has resulted in the need to amend the agreement with Black & Veatch 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 Black & Veatch for the French Broad River Intake Project, as presented.

Adopted by the City Council of the City of Hendersonville, North Carolina, this 3<sup>rd</sup> day of November 2022.

/s/Barbara G. Volk, Mayor

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

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

- G. Purchase of +/- 0.92 Acre Lot on Williams Street – *John Connet, City Manager*

**Resolution #R-22-137**

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO  
AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE  
PURCHASE OF +/- 0.92 TRACT ON WILLIAMS STREET**

**WHEREAS**, the City is desirous of purchasing property, being a lot or parcel of land in the City of Hendersonville consisting of \_/ 0.92 acres, being identified as Tract II-B on that plat recorded in Plat Book 2015 at Page 9941 of the Henderson County Registry, having Tax Parcel ID# 9568-98-6135, and any appurtenances thereto (collectively the “Property”), and more specifically described in Exhibit “A”, which is attached hereto and incorporated herein by reference; and

**WHEREAS**, an appraisal has been performed for the Property, indicating that it has a fair market value of \$240,000; and

**WHEREAS**, the City has offered to pay the fair market value as indicated, and the Property Owner is in agreement;

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

1. The Contract for Purchase and Sale of Real Property between the City of Hendersonville and Nelson & Company Investments, LLC, for the Property, having as the sale price the sum of \$240,000.00, is hereby approved as presented.
2. The City Manager is authorized to enter execute the contract, with such changes as he deems appropriate, in consultation with the City Attorney, provided such changes do not place any financial obligation on the City beyond that contemplated by the terms of the Contract as presented.
3. The Mayor, City Manager and City Attorney are authorized to execute such other contracts, and deeds and any and all other documents, and to take any and all actions, reasonably necessary to carry out the terms of the approved Contract, including but not limited to making conveyances and reasonable expenditures for costs and expenses for the purposes stated herein.

Adopted by the City Council of the City of Hendersonville, North Carolina, this 3<sup>rd</sup> day of November 2022.

/s/Barbara G. Volk, Mayor

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

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

H. Ordinance to Allow Electronic Meetings for Subcommittees – *Angela Beeker, City Attorney*

## Ordinance #O-22-59

### AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES FOR THE CITY OF HENDERSONVILLE, ARTICLE V, BOARDS, COMMISSIONS AND COMMITTEES, TO PROVIDE FOR ELECTRONIC MEETINGS FOR SUBCOMMITTEES

**WHEREAS**, City Council has been asked to permit subcommittees of City boards, commissions and committees to meet electronically; and

**WHEREAS**, City Council finds that with the advent of streaming and video-conferencing technology, access to electronic meetings is more readily available to the general public than in times past; and

**WHEREAS**, permitting electronic meetings of subcommittees will foster participation by volunteers by making subcommittees more convenient; and

**WHEREAS**, permitting subcommittees to meet electronically is in the best interest of the City at this time.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Hendersonville, North Carolina that Chapter 2, Administration, Article V, Boards, Commissions and Committees, of the Code of Ordinances for the City of Hendersonville shall be amended to add new Sections 2-226 through 2-230 follows:

## CHAPTER 2 - ADMINISTRATION

### ARTICLE V. BOARDS, COMMISSIONS AND COMMITTEES

#### Sec. 2-226 General Provisions

The provisions of this article shall apply to all boards, commission and committees created by City Council, provided, however, that where a board, commission or committee is created pursuant to specific enabling legislation of the North Carolina General Assembly, the specific enabling legislation shall preempt any provisions of this article, applicable to such board, commission or committee, where the terms of this article and such enabling legislation are in conflict. Where specific enabling legislation or other applicable law for a board, commission or committee grants discretion to the City Council to adopt different, additional, or more or less restrictive provisions to govern a board, committee or commission, the provisions adopted by City Council shall be deemed to control.

#### Sec. 2-227 Definitions.

(a) The following words shall have the meanings stated when used in this article.

(1) Board, commission or committee shall mean any appointed group of people, consisting of 2 or more members, appointed by City Council for a local government purpose, including but not limited to advisory, quasi-judicial, or administrative.

- (2) Enabling legislation shall mean general, local, or special legislation adopted by the North Carolina General Assembly granting specific authority to the City Council for creating a particular board, commission or committee. As an example, N.C.G.S. § 160D-302 grants authority to the City Council to create a zoning board of adjustment.
- (3) Electronic meeting shall mean a meeting where a quorum of the board, commission, or committee, or a subcommittee, is participating in the meeting through electronic means of communication, and not in person. Electronic means include any means of communication through the use of technology which enables two or more persons to engage in simultaneous communicate without being in the physical presence of one another, and includes, but is not limited to telephone conferences and video conferencing (e.g. Zoom meetings, or Microsoft Teams meetings). Email exchanges among a quorum of the members shall not be considered a electronic meeting under this article. As used herein, "electronic meetings" shall not be considered a "remote meeting" for purposes of N.C.G.S. 166A-19.24.
- (4) Quasi-judicial board, commission or committee shall mean a board, commission or committee carrying out a quasi-judicial function. Notwithstanding anything stated in this article to the contrary, except where specifically authorized by the Code of Ordinances for the City of Hendersonville, or the North Carolina General Statutes, a quasi-judicial board, commission or committee may not form a subcommittee to conduct or assist with conducting a quasi-judicial proceeding, or to provide a recommendation or perform any investigation, with respect a matter that may be the subject of a quasi-judicial proceeding before the quasi-judicial board, commission or committee.
- (5) Remote meeting shall mean a remote meeting defined by and held pursuant to the authority of NCGS § 166A-19.24, as amended, during declarations of emergency made under NCGS 166A-19.20. Nothing herein shall be deemed to impose greater requirements for remote meetings than the requirements of the North Carolina General Statutes, or to prohibit remote meetings permitted by NCGS § 166A-19.24.
- (6) Subcommittee shall mean a group of people, consisting of 2 or more members, appointed by a board, commission or committee, or by the chairperson of a board, commission or committee, for the purpose of acting in an advisory capacity to assist the board, commission, or committee in carrying out its authorized function or authority (ref. Sec. 2-228). Unless otherwise specifically authorized by City Council or specific enabling legislation, a board, commission or committee may not delegate its function or authority to a subcommittee. As an example, the Planning Board may not delegate its authority to approve a development plan to a subcommittee of the Planning Board. As another example, an advisory board to the City Council could not create a subcommittee to also be advisory to City Council. In both examples, the subcommittee would be permitted to make a recommendation to the board, commission or committee to assist the board, commission or committee in carrying out their advisory or administrative function.

## **Sec. 2-228 Authority of Boards, Commissions and Committees**

Boards, commissions and committees shall have the only such authority and exercise only those functions specifically granted to them by City Council or by the North Carolina General Assembly through specific enabling legislation.

## **Sec. 2-229 Charters and Rules of Procedure**

Except where specifically provided otherwise in the Code of Ordinances for the City of Hendersonville, City Council approval shall be required for all charters creating or organizing a board, commission or committee, and their rules of procedure or bylaws.

## **Sec. 2-230 Meetings**

### **(a) Electronic Meetings.**

#### **(1) Boards, Commissions and Committees - (Reserved).**

##### **a. (Reserved)**

#### **(2) Subcommittees**

##### **a. Electronic meetings are authorized for subcommittees. All electronic meetings held by a subcommittee must comply with the provisions of this article.**

### **(b) Rules Governing Electronic Meetings.**

- (1) All electronic meetings must be conducted in accordance with the North Carolina Open Meetings Law, NCGS Chapter 143, Article 33C, as amended. Where these rules and the Open Meetings Law conflict, the most restrictive shall be complied with. In construing which is the most restrictive requirement, the requirement providing the greatest notice to the public, or greatest opportunity for attendance by the public, shall be deemed to be the most restrictive.
- (2) All votes must occur by roll call of the members.
- (3) Any documents being considered must have been provided to each member participating in the electronic meeting.

- (4) All members must be able to hear what is said by the other members and by any member of the public permitted by the members to speak at the electronic meeting.**
- (5) The minutes of the electronic meeting must reflect that it was an electronic meeting, and must reflect the technological method used to conduct the electronic meeting. As an example, the minutes would reflect that the meeting was an electronic meeting held on Zoom.**
- (6) The electronic meeting must be simultaneously available to the general public for streaming.**
- (7) A physical location must be provided to allow members of the public to attend and listen to the meeting. The physical location must be stated in the notice of the meeting, required by the Open Meetings Law.**
- (8) Members participating by electronic means and in person shall both be counted as present, and can vote.**
- (9) During the meeting, a quorum of the membership shall not deliberate or communicate by text, email, group chat or by any other means in which a participant or member of the general public could not hear or listen to what is being communicated.**

Adopted by the City Council of the City of Hendersonville, North Carolina, this 3<sup>rd</sup> day of November 2022.

/s/Barbara G. Volk, Mayor

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

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

- I. Clear Creek Greenway Professional Engineering Services Contract Execution – *Brendan Shanahan, Civil Engineer IV*

***Council Member Lyndsey Simpson. moved that City Council approve the consent agenda to include a correction to the minutes as noted. A unanimous vote of the Council followed. Motion carried.***

## **6. PRESENTATIONS**

- A. Proclamation - Homeless Youth Awareness Month - *Mayor Barbara G. Volk***

Mayor Barbara G. Volk presented a proclamation recognizing Fire Prevention Week.

- B. Proclamation - American Indian Heritage Month - *Mayor Barbara G. Volk***

Mayor Barbara G. Volk presented a proclamation recognizing American Pharmacists Month

- C. Proclamation - Retirement Appreciation for Dr. Janet Bull - *Mayor Barbara G. Volk***

Mayor Barbara G. Volk presented a proclamation recognizing the 15<sup>th</sup> anniversary of the Hands On! Children's Museum to the Museum's director and staff.

- D. Certificate of Commendation - *Mayor Barbara G. Volk***

Mayor Barbara G. Volk presented a Certificate of Distinction

- E. Recognition of Andy Brogden and Patrick Warren - *Tom Wooten, Public Works Director***

Public Works Director Tom Wooten recognized

- F. Quarterly MVP Recipients – *John Connet, City Manager***

- G. Fiscal Year 2022 Audit Presentation – *John Buchanan, Finance Director***

Finance Director

## **7. PUBLIC HEARINGS**

- A. Zoning Text Amendment: Multi-Family in the 7th Ave MSD (P22-75-ZTA) – *Matthew Manley, AICP – Planning Manager***

~~Planner Tyler Morrow advised the City of Hendersonville has received a petition from Elizabeth Cantrell, Timothy & Lisa Clubb, and Robin Kay Riley for contiguous annexation of PINs 9559-96-0225, 9559-86-9361, and 9559-86-9317 located on Haywood Road that is approximately 0.843 acres.~~

The City Attorney confirmed this public hearing has been advertised in accordance with North Carolina General Statutes. The public hearing was opened at 6:46 p.m.

There were no comments.

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

*Get the motion from the agenda-with-motions and insert.*

*This item FAiLED. A unanimous vote of the Council followed. Motion carried.*

## 8. UNFINISHED BUSINESS

- A. ~~REMOVED: Establishment of Social Districts in Downtown Hendersonville~~ – Council Member Simpson
- B. ~~REMOVED Continuation of American Rescue Plan Discussions~~ – Adam Murr, Budget Manager

## 9. NEW BUSINESS

- A. **ADA Obstructions in Hendersonville** – Amy Siegler, ADA Advocate

City

- B. **Electric Vehicle Infrastructure Discussion** – Will Garvey, Environmental Sustainability Board Member

ESB-

- C. **Recommendation for 2045 Comprehensive Plan Consultant** – Matthew Manley, AICP – Planning Manager
- D. **Consideration of Ordinance Amending Chapter 20, Article II, Noise of the Hendersonville City Code** – Rodney Gilliam, VLGMF Intern

This was not considered. Put off.

- E. Discussion Regarding the Closing of 4th Avenue on Halloween – Jennifer Hensley, Council Member

Jennifer He

## 10. CITY COUNCIL COMMENTS

Council Member

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

- A. Cash and Investment Report – John Buchanan, Finance Director

For information.

- B. Cancellation of November 23, 2022 City Council Workshop - John Connet, City Manager

*Motion to amend meeting* schedule to cancel November 23<sup>rd</sup> meeting. 5-0.

**Jill I canceled the meeting. We don't need to advertise this. I did send to sunshine list and fix the calenders. You will need to amend the notice or put up a cancellation for it though on the board.**

## 12. CLOSED SESSION

### A. Closed Session – *John Connet, City Manager*

**Jill you will need to get the revised motion. They only cited 1, and 3. Not 6. Get attorney to send to you.**

*At 9:22 p.m. Council Member Jerry A. Smith Jr., J.D. moved that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (1), (3), (4) and (6) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, to discuss matters relating to the location or expansion of industries and businesses in the area served by the public body and to consider the qualifications, competence, performance and character, fitness conditions of an individual public officer, to consult with an attorney retained or employed by the City Council to preserve the attorney client privilege, and to discuss a claim or pending claim or potential litigation. A unanimous vote of the Council followed. Motion carried.*

*At **get time from attorney** p.m. Council Member Debbie O'Neal-Roundtree moved that City Council return to open session. A unanimous vote of the Council followed. Motion carried.*

## 13. ADJOURN

There being no further business, the meeting was adjourned at **8:51** p.m. upon unanimous assent of the Council.

\_\_\_\_\_  
Barbara G. Volk, Mayor

ATTEST:

\_\_\_\_\_  
Jill Murray, City Clerk



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**SUBMITTER:** Adam Murr **MEETING DATE:** 12/01/2022

**AGENDA SECTION:** CONSENT **DEPARTMENT:** Administration

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

### **SUGGESTED MOTION(S):**

I move City Council adopt budget amendment(s) 12012022-01, 12012022-02, 12012022-03, 12012022-04, and 12012022-05 as presented.

### **SUMMARY:**

- **12012022-01** increases the Grant Fund (301) by \$400,000 to reflect a grant from the Dogwood Health Trust to support small business programs.
- **12012022-02** is an amendment increasing fund balance appropriation in the General Fund (010) and Water & Sewer Fund (060) by \$117,500 each to support a property acquisition for a total of \$235,000.
- **12012022-03** is an amendment increasing fund balance appropriation in the General Fund (010) for a \$100,000 transfer to a new Park Master Plan project (#23001) included in the Governmental Capital Project Fund (410).
- **12012022-04** is amendment to increase the project budget for North Fork Dredging (#19010). Initial project estimates and capital project ordinances totaled \$800,000. The apparent low bid for the project was \$942,310 (+\$142,310). The total project is now estimated at \$1.11 million.
- **12012022-05** is an amendment transferring \$50,000 from the Parking Services Fund (064) to the Parking Capital Project Fund (464)/Parking Deck Project (#19101) to acquire a parking access and revenue control system.

**BUDGET IMPACT:** Detailed in proposed amendments, attached.

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

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

### **ATTACHMENTS:**

1. Budget Amendments:
  - a. 12012022-01: Dogwood Health Trust
  - b. 12012022-02: Land Acquisition
  - c. 12012022-03: Park Master Plan
  - d. 12012022-04: North Fork Dredging
  - e. 12012022-05: Parking Access/Revenue Control



TO MAYOR & COUNCIL - December 01, 2022

FISCAL YEAR 2023  
Form Number - 12012022-01

BUDGET AMENDMENT

FUND 301

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
301-0000-420050-G2301	Grant Revenue	400,000	-
301-1002-519200-G2301	Contracted Services	400,000	-
FUND 301	TOTAL REVENUES	400,000	-
	TOTAL EXPENDITURES	400,000	-
An amendment increasing the Grant Project Fund (301), project number #G2301 to reflect a grant revenue received from the Dogwood Health Trust for a small business loan program administered by Mountain BizWorks for \$400,000.			

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

Approved:

Date

12/1/2022

TO MAYOR & COUNCIL - December 01, 2022

FISCAL YEAR 2023  
Form Number - 12012022-02

# BUDGET AMENDMENT

FUND 010 | 060

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
010-0000-470900	Fund Balance Appropriated	117,500	-
010-1002-551000	Capital Outlay - Land/Easement/ROW	117,500	-
FUND 010	TOTAL REVENUES	117,500	-
	TOTAL EXPENDITURES	117,500	-
060-0000-470900	Fund Balance Appropriated	117,500	-
060-7002-551000	Capital Outlay - Land/Easement/ROW	117,500	-
FUND 060	TOTAL REVENUES	117,500	-
	TOTAL EXPENDITURES	117,500	-

An amendment increasing fund balance appropriation in the General Fund (010) and Water & Sewer Fund (060) by \$117,500 each to support a property acquisition for a total of \$235,000.

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

Approved:

12/1/2022

TO MAYOR &amp; COUNCIL - December 01, 2022

FISCAL YEAR 2023  
Form Number - 12012022-03**BUDGET AMENDMENT**

FUND 010 | 410

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
010-0000-470900	Fund Balance Appropriated	100,000	-
010-0000-598901	Transfer Out (to 410, Project #23001)	100,000	-
FUND 010	TOTAL REVENUES	100,000	-
	TOTAL EXPENDITURES	100,000	-
410-0000-470100-23001	Transfer In (from 010)	100,000	-
410-1502-519200-23001	Contracted Services	100,000	-
FUND 410	TOTAL REVENUES	100,000	-
	TOTAL EXPENDITURES	100,000	-

An amendment increasing fund balance appropriation in the General Fund (010) for a \$100,000 transfer to a new Park Master Plan project (#23001) included in the Governmental Capital Project Fund (410).

\_\_\_\_\_  
City Manager\_\_\_\_\_  
Date\_\_\_\_\_  
City Clerk\_\_\_\_\_  
Date

Approved:

12/1/2022

TO MAYOR &amp; COUNCIL - December 01, 2022

FISCAL YEAR 2023  
Form Number - 12012022-04**BUDGET AMENDMENT**

## FUND 460

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
460-0000-470100-19010	Transfer In (from 060)	85,000	-	85,000	-
460-0000-470010-19010	Bond Proceeds	715,000	395,000	-	1,110,000
460-1014-550102-19010	Capital Outlay - Services and Fees	85,000	-	85,000	-
460-1014-550103-19010	Capital Outlay - CIP	715,000	395,000	-	1,110,000
FUND 460	TOTAL REVENUES	800,000	395,000	85,000	1,110,000
	TOTAL EXPENDITURES	800,000	395,000	85,000	1,110,000
An amendment to increase the project budget for North Fork Dredging (#19010). Initial project estimates and capital project ordinances totaled \$800,000. The apparent low bid for the project was \$942,310 (+\$142,310). The total proejct is now estimated at \$1,110,000.					

\_\_\_\_\_  
City Manager\_\_\_\_\_  
Date\_\_\_\_\_  
City Clerk\_\_\_\_\_  
Date

Approved:

12/1/2022

TO MAYOR &amp; COUNCIL - December 01, 2022

FISCAL YEAR 2023  
Form Number - 12012022-05**BUDGET AMENDMENT**

FUND 064 | 464

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
064-7455-554001	Capital Outlay - Equipment	-	50,000
064-0000-598901	Transfer Out (to 464, Project #19101)	50,000	-
FUND 064	TOTAL REVENUES	-	-
	TOTAL EXPENDITURES	50,000	50,000
464-0000-470100-19101	Transfer In (from 064)	50,000	-
464-7455-550102-19101	Capital Outlay - Services and Fees	50,000	-
FUND 464	TOTAL REVENUES	50,000	-
	TOTAL EXPENDITURES	50,000	-

An amendment transferring \$50,000 from the Parking Services Fund (064) to the Parking Capital Project Fund (464)/Parking Deck Project (#19101) to acquire a parking access and revenue control system.

\_\_\_\_\_  
City Manager\_\_\_\_\_  
Date\_\_\_\_\_  
City Clerk

Approved:

\_\_\_\_\_  
Date

12/1/2022



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**SUBMITTER:** John Connet **MEETING DATE:** December 1, 2022

**AGENDA SECTION:** CONSENT AGENDA **DEPARTMENT:** Administration

**TITLE OF ITEM:** Approval of School Resource Officer Agreement Between City of Hendersonville and Henderson County – *John Connet, City Manager*

### **SUGGESTED MOTION(S):**

I move City Council approve the SRO Memorandum of Agreement between Henderson County and City of Hendersonville.

### **SUMMARY:**

Henderson County Board of Commissioner's requested the development of a Memorandum of Agreement between City of Hendersonville and Henderson County for the provision of School Resource Officers in Henderson County Public Schools inside the city limits of Hendersonville. City staff worked with Henderson County staff to develop the attached agreement. The agreement has been approved by the Board of Commissioners.

**BUDGET IMPACT:** \$ 250,000 per year for SROs

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

**If no, describe how it will be funded.**

### **ATTACHMENTS:**

Memorandum of Agreement

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the following:

- Lowell S. Griffin, Sheriff of Henderson County, North Carolina (“HCSO”)
- The City of Hendersonville, North Carolina (“City”), on behalf of the Hendersonville Police Department
- The County of Henderson, North Carolina (“County”)

The parties wish to memorialize their agreement on the following:

#### Background Statement

The safety and security of all Henderson County students and faculty is paramount. HCSO and HPD, and the City and the County, are committed to intense cooperation between the law enforcement agencies to ensure that relevant policies, procedures, and operations to critical incidents are and remain focused on saving lives and preventing tragedy.

#### Items of Agreement

1. The HPD will provide School Resource Officers (“SROs”) for the four public schools located within the City (the “subject schools”).
2. The County will provide the sum of \$250,000.00 toward the cost of the SROs for the subject schools.
3. The normal, day-to-day, functions of the HPD SROs assigned to the subject schools will be supervised under the command and control of the Chief of the HPD.
4. HPD agrees to provide to HCSO with copies of all relevant certifications, training, and qualifications of the HPD SROs.
5. HCSO will coordinate and supervise a “SRO Team” consisting of personnel assigned as SROs from both HCSO and from HPD.
6. The purpose of the SRO Team is to ensure consistent training, coordination, communication, and operations of all SROs in schools located with Henderson County.
7. HCSO is responsible for scheduling training and meetings for the SRO Team.
8. HPD will participate by ensuring that all HPD SROs adhere to the conditions of work as an SRO established by the HCSO SRO Team supervisor.



9. Command and control of critical incidents at public schools will adhere to the following conditions:

a. HCSO and HPD will operate according to the National Incident Management System (NIMS) and will utilize a unified command structure, when applicable.

b. HCSO will be the lead agency in all critical incidents at public schools located in Henderson County outside the City, in which cases the Sheriff, or designee, will be the Incident Commander.

c. HPD will be the lead agency for all critical incidents at the subject schools where the HPD Chief, or designee, will be the Incident Commander.

10. HCSO and HPD will review and revise, as needed, this MOU/MOA annually.

Executed by the parties, effective the date shown above.

---

LOWELL S. GRIFFIN  
Sheriff of Henderson County

CITY OF HENDERSONVILLE

By:\_\_\_\_\_

COUNTY OF HENDERSON

By:\_\_\_\_\_



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**SUBMITTER:** Jamie Carpenter, Downtown  
Manager

**MEETING DATE:** December 1, 2022

**AGENDA SECTION:** CONSENT

**DEPARTMENT:**  
Community  
Development –  
Downtown Division

**TITLE OF ITEM:** Earth Day Festival Special Event Application - *Jamie Carpenter, Downtown Manager*

**SUGGESTED MOTION(S):** I move to approve the special event application for the Earth Day festival on April 22, 2023.

### SUMMARY:

The City of Hendersonville Environmental Sustainability Board, Team ECCO, and the Electric Vehicle Club have requested a special event permit for Saturday, April 22, 2023. The request is for a 2-block closure in the 400 and 500 block, plus 5<sup>th</sup> Avenue East in front of City Hall and the Maple parking lot. The 5<sup>th</sup> Avenue side will be reserved for an electric vehicle car show, the 500 block will be managed by Team ECCO, and the 400 block will be managed by the Environmental Sustainability Board. If there is a need for additional vendor space, the ESB will be required to make that request by March 21 to the Special Events Committee.

This event was approved by the Special Events Committee and also reviewed by the Downtown Advisory Board.

**BUDGET IMPACT:** N/A

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

**If no, describe how it will be funded.**

**ATTACHMENTS:** None



## City of Hendersonville SPECIAL EVENT APPLICATION

Section 5, Item D.



An application for a permit to conduct a special event pursuant to Section 28-39, Hendersonville City Code.

Please reference the City's Special Event Policy for additional information about the application process.

**Note: The person responsible for the special event, or his/her designee, must be present for the duration of the event.**

**Submit This Completed Application & All Supporting Material Outlined Below To:**

Community Development Department City of Hendersonville, Downtown Division

125 5th Ave, Ste 200, Hendersonville, NC 28792 Phone #: (828) 233-3205

Name of Special Event: Earth Day

Event Sponsor: Hendersonville ESB Phone #: 919-621-7340

Sponsor Address: n/a

Authorized Event Coordinator: Ann Twiggs

Cell Phone #: 614-570-7933 Email: hville3twiggs@gmail.com

Requested Event Date(s): 4/22/2023 Requested Event Hours: 9am - 2pm

Estimated Past Attendance: n/a Predicted Attendance: 1,000 - TBD

Past Vendor Participation: n/a Predicated Vendor Participation: 16 - TBD

*"Hold Harmless Agreement"*

By signing this agreement, the sponsor will hold harmless the City of Hendersonville, its officers, employees and agents, the Public Works Department and staff free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges professional and attorney's fee or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this event and/or the performance hereof and caused by the negligence of the Sponsor. The Sponsor will take full responsibility. The City of Hendersonville will not be responsible for personal items or property used as part of event.

Signature of Authorized Event Representative: Kelly Pahle Date: 10/27/22

Digitally signed by Kelly Pahle  
DN: C=US, O=ESB, CN=Kelly Pahle, E=kpahleesb@gmail.com  
Reason: I am the author of this document  
Location: your signing location here  
Date: 2022.10.12 13:41:46  
Foxit Reader Version: 10.0.0

### APPLICANT CHECKLIST

Please reference the City of Hendersonville's Special Event Policy for additional information about the requirements listed in the checklist below.

- ☒ Event Description, Statement of Public Benefit & Public Services Required (REQUIRED) - Page #2 in application
- ☒ Event Marketing Strategy & Budget (REQUIRED) - Page #3 in application
- ☒ Event Site Plan (REQUIRED) - Page #4 in application
- ☐ Event Impact Notification (REQUIRED) - Page #5 in application
- ☐ Formal Event Notice (REQUIRED)
- ☐ Vendor Application & Electrical Needs (AS NEEDED) Page #6 in application
- ☐ Event Insurance (REQUIRED)



**City of Hendersonville**  
**SPECIAL EVENT APPLICATION**  
**EVENT DESCRIPTION, STATEMENT OF**  
**PUBLIC BENEFIT AND MARKETING STRATEGY**

Section 5, Item D.



Please provide a detailed description for each section below. Please reference the City's Special Event Policy for additional information about this application requirement. Feel free to attach your response to this sheet.

Name of Special Event: **Earth Day**

---

**Event Description:**

Each year on April 22, people from across the globe join together to raise awareness about environmental issues. The City of Hendersonville's Environmental and Sustainability Board would like to host an event on this day to unite our community to help make Hendersonville a better place to live. Our event's goal is to celebrate and promote environmental education, inspire action, and renew and expand commitments to protect our planet. The details of this event are still in the works, but so far we have planned to exhibit an array of electric vehicles, invite local environmental focused non-profits to set up booths to help educate on their causes and invite specialists and activists within the community to perform lectures/demonstrations on varying environmental topics (ie Bee City USA to discuss and demonstrate pollinator friendly gardening, the downtown Aquarium

**Statement of Public Benefit:**

We hope to bring awareness to environmental issues, educate on sustainable practices and to inspire action.

**Event Marketing Strategy and Budget:**

Social Media - budget is TBD



City of Hendersonville  
SPECIAL EVENT APPLICATION  
CITY SERVICES REQUIRED

Section 5, Item D.



Name of Special Event: Earth Day

What City services are you requesting for this event? Check all that apply.

- ☒ Road, sidewalk or parking space closure
- ☐ City park reservation
- ☒ "No Parking" signs (can specify time frame on sign)
- ☒ Barricades and/or cones
- ☐ Trash/recycling receptacles
- ☐ Off-duty police
- ☐ Off-duty fire/EMS
- ☒ Electricity access
- ☐ Water access
- ☐ Other

Please provide further explanation (i.e. if road closure is requested, what roads and during what time frame?):

Request to close the north side of mainstreet between 6th avenue and 3rd avenue and 5th avenue between King St and the Alley west of main street from 9am - 2pm.

The parking lot across from City Hall will be the location of the EV exhibit. The raised platform between 4th and 5th ave will be used for lectures and demos.

Will this event be pet-friendly? Please note that per City Ordinance, leashed pets are allowed within city limits. If event organizers wish to disallow pets at an event, it is up to the organizers to advertise and enforce this rule.

- ☒ Yes, this event will be pet-friendly.
- ☐ No, this event will not allow pets.



**City of Hendersonville**  
**SPECIAL EVENT APPLICATION**  
**EVENT SITE PLAN**

Section 5, Item D.



Please provide a detailed "Event Site Plan" and your notification guarantee. Please reference the City's Special Event Policy - page 5 for additional information about this application requirement. Feel free to attach your site plan to this sheet.

Name of Special Event: Earth Day

Event Site Plan: Please draw or attach a visualization of your proposed use of public space(s) including important aspects such as road closures, port-o-johns, inflatables, stages, etc.



**City of Hendersonville  
SPECIAL EVENT APPLICATION  
EVENT IMPACT NOTIFICATION REQUIREMENT  
(FOR COMMERCIAL AREAS)**



Event applicants are required to notify, by a formal notice, all residents, businesses, places of worship and schools that are affected by street and sidewalk impacts related to your event. This notice must be submitted with the event application to the Special Events Committee for review prior to notification delivery, and example format for this notification is included in the City's Special Events Policy appendices.

Once approved by the Special Events Committee the notice must then be mailed or hand delivered to impacted areas at least twenty days prior to your event. Information on the notice should include, but not be limited to; the name of the event, event date(s), time(s) of event and overall impacts (including set-up and tear down), specific location of impacts, type of activity and telephone number where the public can contact your organization about the event.

Failure to comply with the notification requirement can result in the cancellation, postponement or other significant restrictions to your event or future events. The Special Event Committee requires that the Authorized Event Organizer verify that this notification will take place, please see below.

**NOTIFICATION GUARANTEE: I hereby certify that all residents, businesses, places of worship and schools affected by any street closures and sidewalk impacts related to this event and outlined in this application's "Event Site Plan" will be notified at least 20 days prior to the event with the attached notice by the Authorized Event Coordinator or designee.**

**Authorized Event Coordinator's Signature** \_\_\_\_\_





City of Hendersonville  
SPECIAL EVENT APPLICATION  
VENDOR PERMITS AND ELECTRICAL NEEDS

Section 5, Item D.



Complete the form below based on the number of vendors and types of electrical connections required for your event. If you have questions about the electrical requirements for your event please contact the City Public Works Department at (828) 697-3000.

Name of Special Event: Earth Day

Authorized Vendor Coordinator: Ann Twiggs Phone #: \_\_\_\_\_

Cell Phone #: 614-570-7933 Email: hville3twiggs@gmail.com

Please calculate your event vendor fees & electrical usage fees below.

Total # \_\_\_\_\_ of Retail Vendors X \$15 = \_\_\_\_\_

Total # n/a of Single-Day Food Vendors X \$30 = \_\_\_\_\_

Total # n/a of Multi-Day Food Vendors X \$55 X Total # \_\_\_\_\_ of days = \_\_\_\_\_

Total Vendor Fee Due: \_\_\_\_\_

Electrical Requirements: Location of electrical needs to be included on Event Site Plan.

((Total # of connections @ 20 Amps or less \_\_\_\_\_) x (# of days \_\_\_\_\_)) x \$25 = \_\_\_\_\_

((Total # of connections @ 21 to 50 Amps \_\_\_\_\_) x (# of days \_\_\_\_\_)) x \$50 = \_\_\_\_\_

((Total # of connections @ 50 Amps or more \_\_\_\_\_) x (# of days \_\_\_\_\_)) X \$100 = \_\_\_\_\_

Total Electrical Usage Fee: \_\_\_\_\_

**Total of All Event Fees:** \_\_\_\_\_

All Event and Vendor Fees are to be submitted prior to the event. Checks can be made out to the "City of Hendersonville." Payment is accepted in person at

160 Sixth Avenue East  
Hendersonville, NC 28792

Please remit payment along with the final invoice you receive from the Community Development Department.



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:	Amanda Lofton	MEETING DATE:	12/01/2022
AGENDA SECTION:	CONSENT	DEPARTMENT:	Finance
TITLE OF ITEM, Presenter Name, Title:	Henderson County Tax Adjustments - <i>Amanda Lofton, Deputy Tax Collector</i>		
<b><u>SUGGESTED MOTION(S):</u></b>	I move that City Council direct and authorize the tax releases submitted by Henderson County Tax Collector as presented and relieve the Henderson County Tax Collector and the Deputy Tax Collectors of the charges owed.		

SUMMARY:

The Deputy Tax Collector, Amanda Lofton, would like to submit for your approval the tax bill adjustments occurring between October 1, 2022 and October 31, 2022. These adjustments include all Discoveries, Releases, Refunds, and Forgiven Interest. These adjustments were provided by Henderson County Tax Department. Documentation is available in the Tax Office.

BUDGET IMPACT:   \$ 0.00

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

If no, describe how it will be funded.

EnterTextHere

PROJECT NUMBER: N/A

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Summary Total of Tax Adjustments

# NCPTS Pending Release/Refund Report. Friday, October 21, 2022\*

TAX DISTRICT	OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	DISTRICT CODE	LEVY TYPE	BILLED	PAID	RELEASE
CITY OF HENDERSONVILLE	AMAZON.COM SERVICES, INC	0003099956-2022-2022-0000	ADJUSTMENT MADE DUE TO CRITICAL ERROR, TANGIBLE ASSETS WORTH \$8,597 FOR YEAR 2020 ALREADY LISTING ON ABSTRACT 3102400	(\$7,393)	8351	JURSC10	TAX	\$68.46	\$0.00	\$38.44
							LATE LIST FEE	\$0.00	\$0.00	\$0.00
							TOTAL:			\$38.44
									ABSTRACT TOTAL:	\$38.44
										\$38.44
	CIT BANK NA	0003107844-2022-2022-0000	IT HAS BEEN FOUND THAT THE COSTS ON THIS DISCOVERY ABSTRACT WERE ALREADY LISTED ON ABSTRACT 3106392 (OWNER ID 2165364) FOR 2022. WILL CREATE ADJUSTMENT IN PTS TO VOID THIS ABSTRACT	(\$1,627)	8323	JURSC10	TAX	\$8.46	\$0.00	\$8.46
							LATE LIST FEE	\$0.85	\$0.00	\$0.85
							TOTAL:			\$9.31
									ABSTRACT TOTAL:	\$9.31
										\$9.31
FLETCHER HOSPITAL, INC D/B/A/ ADVENTHEALTH HENDERSONVILLE	0003100425-2022-2022-0000		ALL COSTS/ASSETS LISTED FOR THIS ENTITY ARE EXEMPT WITH THE CHARITABLE-HOSPITAL EXCLUSION. ADJUSTMENT SUBMITTED TO EXEMPT ALL PROPERTY.	(\$2,717)	8347	JURSC10	TAX	\$14.13	\$0.00	\$14.13
							LATE LIST FEE	\$0.00	\$0.00	\$0.00
							TOTAL:			\$14.13
									ABSTRACT TOTAL:	\$14.13
										\$14.13
	0003102929-2022-2022-0000		ALL COSTS/ASSETS LISTED FOR THIS ENTITY ARE EXEMPT WITH THE CHARITABLE-HOSPITAL EXCLUSION. ADJUSTMENT SUBMITTED TO EXEMPT ALL PROPERTY.	(\$2,251)	8346	JURSC10	TAX	\$11.71	\$0.00	\$11.71
							LATE LIST FEE	\$0.00	\$0.00	\$0.00
							TOTAL:			\$11.71
									ABSTRACT TOTAL:	\$11.71
										\$11.71
GREAT AMERICA FINANCIAL SERVICES CORPORATION	0002568670-2022-2022-0000		PER LISTING FORM RECIEVED ON 01/27/2022 ASSETS FOR YEAR PRIOR WERE DISPOSED ON YEAR 2021.	(\$479)	8265	JURSC10	TAX	\$14.45	\$0.00	\$2.49
							LATE LIST FEE	\$0.00	\$0.00	\$0.00
							TOTAL:			\$2.49
									ABSTRACT TOTAL:	\$2.49
										\$2.49
	0003060449-2022-2022-0000		PER LISTING FORM RECIEVED ON 01/27/2022 ALL ASSETS WERE DISPOSED ON YEAR 2021.	(\$1,397)	8262	JURSC10	TAX	\$7.26	\$0.00	\$7.26
							LATE LIST FEE	\$0.00	\$0.00	\$0.00
							TOTAL:			\$7.26
									ABSTRACT TOTAL:	\$7.26
										\$7.26
0003060452-2022-2022-0000			PER LISTING FORM RECIEVED ON 01/27/2022 ALL ASSETS WERE DISPOSED ON YEAR 2021.	(\$522)	8264	JURSC10	TAX	\$2.71	\$0.00	\$2.71
							LATE LIST FEE	\$0.00	\$0.00	\$0.00
							TOTAL:			\$2.71
									ABSTRACT TOTAL:	\$2.71
										\$2.71
	0003060471-2022-2022-0000		PER LISTING FORM RECIEVED ON 01/27/2022 ALL ASSETS WERE DISPOSED ON YEAR 2021.	(\$648)	8263	JURSC10	TAX	\$3.37	\$0.00	\$3.37
							LATE LIST FEE	\$0.00	\$0.00	\$0.00
							TOTAL:			\$3.37
									ABSTRACT TOTAL:	\$3.37
										\$3.37
J.M.OWEN CONSTRUCTION SERVICES, INC	0003104435-2022-2017-0000		PER CONVERSATION WITH TAXPAYER ON AUGUST 24,2022, BUSINESS DOES NOT HAVE ANY PERSONAL PROPERTY LOCATED IN HENDERSON COUNTY.	(\$100,000)	8268	JURSC10	TAX		\$0.00	\$520.00
							LATE LIST FEE	\$0.00	\$0.00	\$312.00
							TOTAL:			\$832.00
									ABSTRACT TOTAL:	\$832.00
										\$832.00
	0003104435-2022-2018-0000		PER CONVERSATION WITH TAXPAYER ON AUGUST 24,2022, BUSINESS DOES NOT HAVE ANY PERSONAL PROPERTY LOCATED IN HENDERSON COUNTY.	(\$100,000)	8269	JURSC10	TAX		\$0.00	\$520.00
							LATE LIST FEE	\$0.00	\$0.00	\$260.00
							TOTAL:			\$780.00
									ABSTRACT TOTAL:	\$780.00
										\$780.00



## NCPTS Pending Release/Refund Report. Friday, October 21, 2022\*

TAX DISTRICT	OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	DISTRICT CODE	LEVY TYPE	BILLED	PAID	RELEASE
PEACEFUL PLACE		0003104435-2022-2019-0000	PER CONVERSATION WITH TAXPAYER ON AUGUST 24,2022, BUSINESS DOES NOT HAVE ANY PERSONAL PROPERTY LOCATED IN HENDERSON COUNTY.	(\$100,000)	8270	JURSC10	TAX	\$490.00	\$0.00	\$520.00
							LATE LIST FEE	\$196.00	\$0.00	\$208.00
							TOTAL:			\$728.00
									ABSTRACT TOTAL:	\$728.00
		0003104435-2022-2020-0000	PER CONVERSATION WITH TAXPAYER ON AUGUST 24,2022, BUSINESS DOES NOT HAVE ANY PERSONAL PROPERTY LOCATED IN HENDERSON COUNTY.	(\$100,000)	8271	JURSC10	TAX	\$490.00	\$0.00	\$520.00
							LATE LIST FEE	\$147.00	\$0.00	\$156.00
							TOTAL:			\$676.00
									ABSTRACT TOTAL:	\$676.00
		0003104435-2022-2021-0000	PER CONVERSATION WITH TAXPAYER ON AUGUST 24,2022, BUSINESS DOES NOT HAVE ANY PERSONAL PROPERTY LOCATED IN HENDERSON COUNTY.	(\$100,000)	8272	JURSC10	TAX	\$520.00	\$0.00	\$520.00
							LATE LIST FEE	\$104.00	\$0.00	\$104.00
							TOTAL:			\$624.00
									ABSTRACT TOTAL:	\$624.00
		0003104435-2022-2022-0000	PER CONVERSATION WITH TAXPAYER ON AUGUST 24,2022, BUSINESS DOES NOT HAVE ANY PERSONAL PROPERTY LOCATED IN HENDERSON COUNTY.	(\$100,000)	8273	JURSC10	TAX	\$520.00	\$0.00	\$520.00
							LATE LIST FEE	\$52.00	\$0.00	\$52.00
							TOTAL:			\$572.00
									ABSTRACT TOTAL:	\$572.00
		OWNER TOTAL:			\$0					\$4,212.00
		0003104448-2022-2017-0000	THIS LOCATION WAS A LONG-TERM RENTAL. WILL VOID ALL ABSTRACTS.	(\$4,500)	8368	JURSC10	TAX		\$0.00	\$23.40
							LATE LIST FEE	\$0.00	\$0.00	\$14.04
							TOTAL:			\$37.44
									ABSTRACT TOTAL:	\$37.44
		0003104448-2022-2018-0000	THIS LOCATION WAS A LONG-TERM RENTAL. WILL VOID ALL ABSTRACTS.	(\$4,500)	8367	JURSC10	TAX		\$0.00	\$23.40
							LATE LIST FEE	\$0.00	\$0.00	\$11.70
							TOTAL:			\$35.10
									ABSTRACT TOTAL:	\$35.10
		0003104448-2022-2019-0000	THIS LOCATION WAS A LONG-TERM RENTAL. WILL VOID ALL ABSTRACTS.	(\$4,500)	8366	JURSC10	TAX	\$22.05	\$0.00	\$23.40
							LATE LIST FEE	\$8.82	\$0.00	\$9.36
							TOTAL:			\$32.76
									ABSTRACT TOTAL:	\$32.76
		0003104448-2022-2020-0000	THIS LOCATION WAS A LONG-TERM RENTAL. WILL VOID ALL ABSTRACTS.	(\$4,500)	8365	JURSC10	TAX	\$22.05	\$0.00	\$23.40
							LATE LIST FEE	\$6.62	\$0.00	\$7.02
							TOTAL:			\$30.42
									ABSTRACT TOTAL:	\$30.42
		0003104448-2022-2021-0000	THIS LOCATION WAS A LONG-TERM RENTAL. WILL VOID ALL ABSTRACTS.	(\$4,500)	8364	JURSC10	TAX	\$23.40	\$0.00	\$23.40
							LATE LIST FEE	\$4.68	\$0.00	\$4.68
							TOTAL:			\$28.08
									ABSTRACT TOTAL:	\$28.08
		0003104448-2022-2022-0000	THIS LOCATION WAS A LONG-TERM RENTAL. WILL VOID ALL ABSTRACTS.	(\$4,500)	8363	JURSC10	TAX	\$23.40	\$0.00	\$23.40
							LATE LIST FEE	\$2.34	\$0.00	\$2.34
							TOTAL:			\$25.74
									ABSTRACT TOTAL:	\$25.74
		OWNER TOTAL:			\$0					\$189.54

## NCPTS Pending Release/Refund Report. Friday, October 21, 2022\*

TAX DISTRICT	OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	DISTRICT CODE	LEVY TYPE	BILLED	PAID	RELEASE						
REESE EXPEDITED FREIGHT LLC		0003085248-2022-2022-0000	INFORMAL APPEAL (#3871) ON FILE. PER DMV RECORDS, THE FOLLOWING VEHICLES WERE TITLED TO NEW OWNERS PRIOR TO JANUARY 1, 2022: 1) 1995 FRHT-REGISTERED IN MECKLENBURG ON 02/19/2021. VOIDED FROM LISTING.	(\$87,771)	8311	JURSC10	TAX	\$804.46	\$0.00	\$456.41						
							LATE LIST FEE	\$80.45	\$0.00	\$45.64						
							TOTAL:			\$502.05						
							ABSTRACT TOTAL:			\$502.05						
							OWNER TOTAL:			\$0			\$502.05			
							REESE FAST FREIGHT LLC	0003100573-2022-2022-0000	INFORMAL APPEAL (#3870) ON FILE. PER DMV RECORDS, THE 2005 WANC TRAILER WAS TITLED TO NEW OWNER ON 02/19/2021. VOIDED FROM LISTING.	(\$6,975)	8310	JURSC10	TAX	\$173.76	\$0.00	\$36.27
													LATE LIST FEE	\$17.38	\$0.00	\$3.63
													TOTAL:			\$39.90
													ABSTRACT TOTAL:			\$39.90
													OWNER TOTAL:			\$0
SHIPP, ANTHONY JOSEPH	0003103403-2022-2022-0000	CREATED ADJUSTMENT DUE TO CLERICAL ERROR. TRAILER SHOULD HAVE BEEN PLACED ON A B20-17.	(\$37)	8258	JURSC10	TAX							\$3.90	\$0.00	\$0.19	
						LATE LIST FEE							\$0.39	\$0.00	\$0.02	
						TOTAL:									\$0.21	
						ABSTRACT TOTAL:							\$0.21			
						OWNER TOTAL:							\$0			\$0.21
						TRACTOR SUPPLY COMPANY #1383	0003097188-2022-2022-0000	THIS TRAILER HAS BEEN LISTED AND BILLED ON ABSTRACT 2886060. WILL CREATE ADJUSTMENT IN PTS, VOIDING ABSTRACT WITH EFFECTIVE DATE OF 12/31/2021 - REASON: DOUBLE TAXED.	(\$5,549)	8291	JURSC10	TAX	\$28.85	\$0.00	\$28.85	
												LATE LIST FEE	\$2.89	\$0.00	\$2.89	
												TOTAL:			\$31.74	
												ABSTRACT TOTAL:			\$31.74	
												OWNER TOTAL:			\$0	
YOUMANS, ZANDER GRAYSON	0003106927-2022-2022-0000	INFORMAL APPEAL (#3860) ON FILE. VOIDED 1998 SEA NYMPH BECAUSE IT IS A JON BOAT AND NOT TAXABLE. CREATED ADJUSTMENT TO LOWER VALUE OF THE 2021 HOME TRAILER BASED ON ITS CURRENT VALUE.	(\$2,225)	8294	JURSC10							TAX	\$14.17	\$0.00	\$11.57	
												LATE LIST FEE	\$1.42	\$0.00	\$1.16	
												TOTAL:			\$12.73	
												ABSTRACT TOTAL:			\$12.73	
												OWNER TOTAL:			\$0	
						DISTRICT TOTAL:			(\$746,591)				\$5,077.59			

NCPTS ▾ Billing

Bills(3)

JMORLU

Search

Section 5, Item E.

Workflow

Admin

Options

Help

NCPTS -&gt; Billing -&gt; Bill Search Results -&gt; Bill Detail

PDF ▾ Export

Interest Recalc

Release Bill

Prorate Bill

Print

Bill #: 0002859876-2022-2022-0000-00  
REG

Pay Bill

Void Bill

Bill Status: UNPAID  
Returned Mail: NA

## Taxpayer Info



Owner Id	ID Number	COA Code	Confidential	Name	Mailing Address	Ownership Type	Owner Order *	Ownership %	Group Number	Send Mail	Relief Eligibility
605151	COUNTY-596876		NO	HOME DEPOT USA INC	PROPERTY TAX DEPT #3637 PO BOX 105842 ATLANTA GA 30348-5842	INDIVIDUAL PRIMARY		100.0000		YES	NO

## Property Info



	Value (\$)	Adj Value (\$)
Real:	9,684,400	7,810,400
Deferred:	0	0
Use:	9,684,400	7,810,400
Personal:	0	0
Exempt:	0	0
Total Value:	9,684,400	7,810,400

Source Type/System:

Abstract #:

Bill Date:

Interest Begin Date:

Bill Due Date:

REI PROPERTY TAX

0002859876-2022-2022-0000

07/20/2022

01/06/2023

09/01/2022

Created By:

Interest Freeze Date:

Final Payment Date:

LSMALL

## Tax Amount



Lender: Parcel #: 9971837 PIN #: 9579151480

Description: 18.069 AC TRACT PER

Situs: 401 LINDA VISTA DR HENDERSONVILLE NC 28792

## Property Details



Type	Description	Assessed
Real	18.069 AC TRACT PER	7,810,400

# Months Description  
Tax & Fees

Original Billed(\$)

104,688.36

Current Due (\$)

84,430.42

HENDERSON COUNTY

12 TAX

54,329.48

43,816.34

HENDERSONVILLE

12 TAX

50,358.88

40,614.08

Interest

0.00

Collection Fees

0.00

Expenses

0.00

Total

104,688.36

84,430.42

## Payment History



## Transaction Summary



## Transaction Detail History



Flag

Link IDs

Agents

Notes/Documents

Change History

Owner History

Flag: ▾

Apply Flag

Remove Flag

Flags



NCPTS ▾ Billing

Bills(3)

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Search

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Workflow

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.PDF ▾ Export

Interest Recalc

Release Bill

Prorate Bill

Print

Bill #: 0002859874-2022-2022-0000-00  
REG

Pay Bill

Void Bill

Bill Status: UNPAID  
Returned Mail: NA

## Taxpayer Info

Owner Id	ID Number	COA Code	Confidential	Name	Mailing Address	Ownership Type	Owner Order *	Ownership %	Group Number	Send Mail	Relief Eligibility
605154	COUNTY-596879		NO	HOME DEPOT USA INC	PROPERTY TAX DEPT #3637 PO BOX 105842 ATLANTA GA 30348-5842	INDIVIDUAL	PRIMARY	100.0000		YES	NO

## Property Info

	Value (\$)
Real:	348,500
Deferred:	0
Use:	348,500
Personal:	0
Exempt:	0
Total Value:	348,500

Adj Value (\$)  
0  
0  
0  
0  
0  
0

Source Type/System:

Abstract #:

Bill Date:

Interest Begin Date:

Bill Due Date:

## Bill Info

REI PROPERTY TAX

0002859874-2022-2022-0000

07/20/2022

01/06/2023

09/01/2022

Created By:

Interest Freeze Date:

Final Payment Date:

LSMALL

## Tax Amount

# Months	Description	Original Billed(\$)	Current Due (\$)
	Tax & Fees	3,767.29	3,767.29
	HENDERSON COUNTY		
12	TAX	1,955.09	1,955.09
	HENDERSONVILLE		
12	TAX	1,812.20	1,812.20
	Interest		0.00
	Collection Fees		0.00
	Expenses		0.00
	Total	3,767.29	3,767.29

Lender: Parcel#: 9971839 PIN#: 9579140913  
Description: LINDA VISTA/STATON A  
Situs: 0 NO ADDRESS ASSIGNED HENDERSONVILLE NC 28792

## Property Details

Type	Description	Assessed
Real	LINDA VISTA/STATON A	348,500

## Payment History

## Transaction Summary

## Transaction Detail History

Flag

Link IDs

Agents

Notes/Documents

Change History

Owner History

Flag: ▾ Apply Flag Remove Flag

Flags

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Bills(3)

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Search

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Workflow

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Interest Recalc

Release Bill

Prorate Bill

Print

Bill #: 0002863166-2021-2021-0000-00  
REG

Pay Bill

Void Bill

Bill Status: PAID Returned Mail: NA

OWNERSHIP TRANSFER-09/17/2021

## Taxpayer Info

Owner Id	ID Number	COA Code	Confidential	Name	Mailing Address	Ownership Type	Owner Order *	Ownership %	Group Number	Send Mail	Relief Eligibility
2155839			NO	SAFELIGHT INC	133 5TH AVE W HENDERSONVILLE NC 28792	PRIMARY		100.0000		YES	NO

## Property Info

	Value (\$)
Real:	589,900
Deferred:	0
Use:	589,900
Personal:	0
Exempt:	0
Total Value:	589,900

Adj Value (\$)

Source Type/System:

Abstract #:

Bill Date:

Interest Begin Date:

Bill Due Date:

## Bill Info

REI PROPERTY TAX

0002863166-2021-2021-0000

07/21/2021

01/06/2022

09/01/2021

Created By:

Interest Freeze Date:

Final Payment Date:

LSMALL

12/16/2021

## Tax Amount

Lender: Parcel#: 105854 PIN#: 9568771804

Description: N WASHINGTON ST

Situs: 317 N WASHINGTON ST HENDERSONVILLE NC 28739

## Property Details

Type	Description	Assessed
Real	N WASHINGTON ST	589,900

# Months

Description

Original Billed(\$)

Current Due (\$)

Tax &amp; Fees

6,376.82

0.00

HENDERSON COUNTY

12

TAX

3,309.34

0.00

HENDERSONVILLE

12

TAX

3,067.48

0.00

Interest

0.00

Collection Fees

0.00

Expenses

0.00

Total

6,376.82

0.00

## Payment History

## Transaction Summary

## Transaction Detail History

Flag

Link IDs

Agents

Notes/Documents

Change History

Owner History

Flag: ▾

Apply Flag

Remove Flag

Flags

OWNERSHIP TRANSFER





CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

Mark Stierwalt, Superintendent  
of Public Works

MEETING DATE:

December 2, 2021

AGENDA SECTION:

CONSENT

DEPARTMENT:

Public Works

TITLE OF ITEM:

Amendment to Management Agreement for Patton Pool – Mark Stierwalt,  
*Superintendent of Public Works, Buildings, Parks and Cemetery*

**SUGGESTED MOTION(S):**

I move City Council to adopt the *Resolution of the City of Hendersonville City Council to Authorize the City Manager to Execute and Amended Agreement with the YMCA of Western North Carolina for the Management of Patton Pool* as presented.

**SUMMARY:** In September of 2020, the City of Hendersonville entered into an agreement with the YMCA of Western North Carolina for the management of Patton Pool. An amended agreement is attached for the Council’s consideration. The primary purpose of the amendment is to allow an increase in the management fee for 2023 due to inflation from \$67,884.45 to \$71, 321.12. The management fee for years 2024 and 2025 would be subject to agreement by the parties. The Agreement also sets the fees for admission for the 2023 calendar year. The daily rates are unchanged. The Agreement also proposes to have the same season rates for in City and out of City residents. The fee schedule proposed is as follows:

- \$5 daily admission
- \$4 senior rate daily admission
- \$4 child (12 years and under) daily admission
  
- \$198.00 Annual Family Season Pass (resident or nonresident) (additional family members over 5 is \$25.00 per family member over 5)
- \$99.00 Annual Individual Season Pass (resident or nonresident)
- \$80.00 Annual Senior Season Pass (resident or nonresident)

**ATTACHMENTS:**  
Resolution  
Amended Management Agreement

Resolution #\_\_-\_\_\_\_

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL  
TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDED AGREEMENT  
WITH THE YMCA OF WESTERN NORTH CAROLINA  
FOR THE MANAGEMENT OF PATTON POOL**

**WHEREAS**, the City of Hendersonville (“City”) has previously entered into an agreement with the YMCA of Western North Carolina (“YMCA”) for the operation and management of Patton Pool for a 5 year term, effective September 8, 2020 (the “Agreement”) and;

**WHEREAS**, the City and the YMCA have previously amended the Agreement to address insurance and indemnification provisions; and

**WHEREAS**, the City and the YMCA desire to again amend the Agreement to provide for increased management fees for the YMCA in light of inflation; and

**WHEREAS**, a proposed amended agreement has been presented to the City Council for consideration, the “Amended Agreement”; and

**WHEREAS**, the Hendersonville Public Works Department is recommending that the Amended Agreement be approved;

**THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA** that:

1. The Amended Agreement with YMCA is approved as presented.
2. The City Manager is authorized to sign the Amended Agreement with such changes as he may deem appropriate, after consultation with the City Attorney, within his budgetary authority.
3. The City Manager, City Attorney, and City Staff are authorized to take such other actions as may be necessary to carry out the terms and provisions of the Amended Agreement as signed by the City Manager.

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**

\_\_\_\_\_  
**Jill Murray, City Clerk**

PATTON PARK AND POOL MANAGEMENT AGREEMENT

This ~~agreement~~AMENDED PATTON PARK AND POOL MANAGEMENT AGREEMENT, between the YMCA of Western North Carolina, a North Carolina nonprofit corporation (the "YMCA") and the City of Hendersonville, a North Carolina municipal corporation (the "City"), is to provide for the operation and management of the Patton Park and Pool located at 114 E. Clairmont Dr., Hendersonville, North Carolina, in accordance with the specifications, conditions, and terms set forth herein.

WITNESSETH

THAT WHEREAS, this Agreement was originally entered into, effective September 8 2020 for the 2021-2025 summer seasons; and

WHEREAS, this Agreement was originally amended to address insurance and indemnification provisions in June, of 2022, and those amendments have been incorporated into this AMENDED PATTON PARK AND POOL MANAGEMENT AGREEMENT; and

WHEREAS, the YMCA and the City desire to make further amendments;

NOW THEREFORE this AMENDED PATTON PARK AND POOL MANAGEMENT AGREEMENT, that for and in consideration of the mutual promises and conditions, the receipt and adequacy of which is acknowledged by both parties hereto, the parties agree as follows:

**EFFECTIVE DATE.** This agreement, when executed by both parties hereto, shall become effective on or before September 8, 2020, for the next five (5) years, with any amendments being effective on the date such amendments have been signed by both parties.

1. ~~RESERVED. PROPOSAL EXPIRATION OPTION. This agreement is voidable at the YMCA's option if not executed by the City of Hendersonville and returned to the YMCA by June 1, 2020.~~
2. **ACCESS AND UTILITIES.** The City of Hendersonville will permit and maintain free access to the Patton Park site for approved YMCA staff to perform their duties.

City of Hendersonville staff and their immediate family members will be allowed free access to the pool with city ID. The City must submit a list of eligible employees and family members to YMCA staff by the 25<sup>th</sup> of each preceding month.

The YMCA will prohibit food vendors from using the park unless otherwise approved by the City of Hendersonville Public Works and ~~Development Assistance~~Community Development departments.

The YMCA cannot deny access to Patton Pool and Park to anyone based on YMCA membership.

3. **TELEPHONE.** The City of Hendersonville shall be responsible for providing an operational telephone accessible to YMCA lifeguards at the pool site, at no charge to the YMCA. This phone is to be used for official facility business only and for emergencies. For safety reasons, the pool swimming areas will only be open if the site telephone is operational. In addition, a telephone capable of directly dialing 911 or other emergency notification system shall be provided and shall remain accessible to all pool users. The telephone shall be permanently affixed to a location inside the pool enclosure or outside the enclosure within 75 feet of a public entrance. The telephone shall be visible from within the pool enclosure, or a sign shall be posted indicating the location of the emergency telephone. A sign with legible letters shall be posted at the telephone providing dialing instructions, address of the pool location, and the facility telephone number. Where the telephone does not directly access 911, the emergency notification system shall:
  - (1) Provide 24-hour monitoring of all incoming calls by a telecommunicator who answers only emergency calls;
  - (2) Be capable of routing calls to the local 911 telecommunicator via the 911 dedicated emergency trunk line; and
  - (3) Electronically transfer Automatic Number Identification and Automatic Locator Identification for the emergency telephone at the pool to the Enhanced 911 system for all calls routed to 911.
4. **PERMIT.** The YMCA will obtain a Swimming Pool Operation Permit from the local health department, with the cost included in the contract.
5. **SUPPLIES AND EQUIPMENT.** The City of Hendersonville further agrees to furnish, without cost to the YMCA, for use at Patton Park and Pool only:

Formatted: Centered

Water  
Electricity  
Utilities  
110 volt electrical outlet in the pool pump room  
Telephone(s)  
Pool vacuum heads  
Pool poles  
Pool vacuum hoses  
Pool rules signs  
Trash receptacles  
Life line with buoy  
Lifeguard stands  
Picnic tables  
Sunbathing chairs  
Mowing and maintenance of green space

**SUPPLIES AND EQUIPMENT** (continued)

The YMCA further agrees to furnish and/or arrange, without cost to the City of Hendersonville, for use at Patton Park and Pool only:

All pool chemicals  
Rescue tubes  
Shepherd's crook  
The following pool and janitorial supplies: soap, disinfectant, paper towels, toilet tissue, and deodorizer  
Trash can liners for the pool area and bathrooms  
Mops  
Brooms  
Dustpans  
Brushes  
Buckets  
Sponges  
Pool brushes  
Leaf skimmers  
Algae brushes  
Algaecides  
Tile scrub pads  
Tile cleaner  
LED light bulbs for the bathrooms, pump room, and lifeguard room  
Water hoses  
Taylor water test kit  
Test kit reagents  
First aid kit  
Concession stand resale items

6. **FACILITY PREPARATION.** The YMCA agrees to assist the City of Hendersonville with the preparation of Patton Pool beginning in April and will continue preparation and maintenance through the opening day. The YMCA agrees to take the necessary steps to prepare the facility for approval by the Henderson County Health Department. This includes reviewing the aquatic facility inspection guidelines and providing the labor and attention needed to bring the facility up to recommended standards.
- Specifically, the YMCA will assist with removing and storing the pool cover, balancing the pool chemicals, vacuuming the pool, cleaning all pool stainless steel, removing and cleaning all furniture including umbrellas, cleaning and organization of storage rooms, concession stand preparation, and ordering necessary chemicals.
- The YMCA and City Public Works staff will meet before the pool opening for the formal asset inspection. Asset inspection will review capital needs, facility maintenance issues, and park improvements. Upon completion of the inspection, both parties will determine a repair schedule.
7. **POOL OPERATION.** The YMCA agrees to furnish certified lifeguards or YMCA aquatic safety assistants as required to operate the pool on the schedule below.

*Patton Pool will be open on the following days during the contracted seasons:*

The Saturday before Memorial Day through Labor Day Monday

The pool will be open during the following hours on non-school days:

Monday-Friday	9 a.m. to 8 p.m.
Saturday	9 a.m. to 8 p.m.
Sunday	1-6 p.m.

Hours may vary depending on rental contracts, weather, and maintenance.

The pool will be open the following hours when Henderson County Public Schools are in session during May, August, and September:

Monday-Friday	9 a.m. to 1 p.m. for lap swim, swim lessons, and water aerobics 4-8 p.m. for swim team and public access
---------------	-------------------------------------------------------------------------------------------------------------

The YMCA will manage and schedule Pool and Park rentals as specified in item 11.

The City website will link to the YMCA Patton Pool and Park webpage.

8. ~~2023~~ **POOL ADMISSION RATES.** Admission rates will ~~remain the same for the Summer of 2021~~ be as stated below for the Summer of 2023. For Summer of 2024 and 2025, a Admission rate adjustments shall be requested before Sept. 1 each calendar year during the contract term. The City of Hendersonville shall approve or deny rate adjustment requests by Nov. 1 during the contract term.

- \$5 daily admission
- \$4 senior rate, daily admission
- \$4 child (12 years and under) daily admission
- \$198.00 Annual Family Season Pass (resident or nonresident) (additional family members over 5 is \$25.00 per family member over 5)
- \$99.00 Annual Individual Season Pass (resident or nonresident)
- \$80.00 Annual Senior Pass (resident or nonresident)

8. ~~9~~ **WEATHER-RELATED CLOSINGS.** On rainy or unseasonably cold days, the YMCA will determine opening or closing based on National Weather Service models. Weather-related schedule changes will be posted on Hendersonville Family YMCA Facebook page, Patton Pool voicemail, and Patton gate. The YMCA has the right to close the pool early in the event of continuous severe weather, as defined by the National Weather Service.

9. ~~10~~ **POST-SEPT. 1, 2020 WINTERIZATION AGREEMENT.**  
The YMCA agrees to assist with the winterization of the City of Hendersonville Patton pool. Specifically, the YMCA will assist with securing the pool cover, cleaning, and inventory of all furniture, including umbrellas, lounge chairs, tables, and other deck furniture, cleaning of storage and locker rooms, and any final deck cleaning.  
  
The YMCA Executive and City of Hendersonville Public Works Director will meet each September 1o determine capital needs for the following year. At that time, both parties may terminate the contract for the remaining term.

10. ~~11~~ **POOL AND PARK RENTALS.** The YMCA will be responsible for scheduling all rentals of the City of Hendersonville Patton Pool and the sports fields, exclusive of the skate park. The YMCA will collect all monies for the pool and sports fields. The YMCA will provide lifeguards for special events and after-hours parties. Pool rentals will be required to have a minimum of two (2) lifeguards per rental. The YMCA operates on a 1:25 guard-to-swimmer ratio.  
  
The City of Hendersonville will maintain control of the Pavilion and retain all monies collected for pavilion rentals.

The YMCA will not rent out the entire pool without the approval of the City of Hendersonville Public Works Director until after normal business hours.

11. ~~12~~ **MINIMUM SAFETY STANDARDS.** The City of Hendersonville agrees and acknowledges that it is its responsibility to maintain depreciable assets, capital investment, replacement, and repairs within established state and local codes.

12. ~~13~~ **PERSONNEL.** All YMCA employees who work at the City of Hendersonville Patton Pool and Park in fulfilling the terms of this agreement, including lifeguards, camp staff, program staff, YMCA aquatic safety assistants, and swim instructors, shall be employed by the YMCA and be considered employees of the YMCA. No pool manager, lifeguard, or swim instructor shall be engaged by the YMCA as an "Independent Contractor" to fulfill the terms of this agreement.

The YMCA agrees to pay the following for the YMCA employees, including pool manager, lifeguards, YMCA

aquatic safety assistants, and swim instructors:

- Wages
- Earned benefits
- Income tax withholdings
- Social Security withholdings
- State unemployment insurance
- Federal unemployment insurance
- Worker's compensation insurance

All lifeguards employed by the YMCA shall have a minimum of basic lifeguarding certificates, lifeguard training certificates, or the equivalent, as well as Infant/Child CPR, Adult CPR, Basic First Aid, AED, and O2 training.

The YMCA will establish pool rules and have the authority to discipline swimmers, guests, or patrons exhibiting unsafe or inappropriate behaviors that put themselves or others at risk. The YMCA will record all serious acts of discipline and patron violations of rules and safety standards and report them to City of Hendersonville. All behaviors will be measured against the posted rules of the City of Hendersonville Patton Pool and minimum safety standards as established herein. The YMCA has the right to deny access to anyone based on behavior.

YMCA personnel will be responsible for the following duties:

- Operate the pool within currently practiced safety standards
- Check the water chemistry and record readings; make a copy of the log available to City of Hendersonville Maintenance
- Vacuum the pool as needed
- Clean tiles around the pool edge
- Backwash the filter system
- Clean the bathhouse, including all wet areas (toilets, showers), periodically throughout the day and complete a thorough cleaning at the end of each day
- Clean both rear public restroom areas attached to the pool building
- Clear the swimming pool area of food, trash, and any other discarded items
- Empty trash daily from the pool deck and two (2) exterior bathrooms during the summer pool season
- Straighten and hose off deck furniture and wipe off tables as needed
- Order and replenish janitorial supplies in the bathhouse
- Enforce the rules of the City of Hendersonville Patton Pool or the safety and convenience of the patrons
- Complete inventory of all supplies and store them onsite
- Provide YMCA management with a copy of all completed incident reports
- Report any maintenance issue in a timely manner to the City Public Works Director
- Purchase stock for and clean the concession stand area

~~13.~~14. **SWIMMING LESSONS.** The YMCA will provide swimming instruction for the general public at the City of Hendersonville Patton Pool. The YMCA has exclusive rights to conduct swimming lessons at the City of Hendersonville Patton Pool during the term of this agreement. Private lessons may be arranged during non-peak usage times at Patton Pool. The YMCA shall be entitled to all fees paid. Payment of fees shall be solely the responsibility of individuals taking the lessons.

~~14.~~15. **CONCESSION STAND.** The YMCA will operate the concession stand for the City of Hendersonville Patton Pool. The YMCA will maintain the concession stand in accordance with state and local codes and will apply for all necessary permits. As the operator of the concession stand the YMCA is entitled to all revenue. The YMCA will purchase items for and stock the concession stand with items for resale.

~~15.~~16. **YMCA USE OF PATTON PARK.** The City of Hendersonville shall permit YMCA to use Patton Park and Pool for the following purposes at no cost:

- a. The YMCA will have access to the soccer field, and football field, ~~and softball field~~ for YMCA sports programs for so long as the City operates them for these purposes. The City shall have the sole discretion to discontinue operation of the foregoing fields for the purposes stated at any time.
- b. Per Section 11 the YMCA will schedule all park rentals, exclusive of the pavilions and skate park, for the time of the agreement.

~~16.~~17. **BACKGROUND CHECKS.** Under North Carolina law, sex offenders are prohibited from coming onto City of Hendersonville's property at Patton Pool and Park. The YMCA shall conduct a check of all its employees, agents, and independent contractors that shall perform work at Patton Pool and

Park on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and the National Sex Offender Registry.

- 17.18. MARKETING AGREEMENT.** The YMCA requests an exemption from the City's existing sign ordinance for temporary signs located at the entrance of Patton Park and Pool on U.S. 25. The YMCA shall be responsible for maintaining the signage with the City's approval defined herein. Items to be promoted:
- a. YMCA athletic programs and special events
  - b. City of Hendersonville programs and special events
  - c. Community events at the park or pool

- 19. INSURANCE.** Both parties shall maintain the following insurance coverage:
- a. Comprehensive general liability, including products and completed operations liability, contractual liability, property damage liability, bodily injury liability with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 combined single limit;
  - b. Workers compensation insurance in accordance with the laws of North Carolina and Employer's liability insurance with limits not less than \$1,000,000.00 per accident and \$1,000,000.00 each employee injury by disease.
- Both parties shall list the other party as an additional insured on their insurance policies."

**Commented [BA1]:** This reflects the Summer 2022 amendment that was made.

- 18. INSURANCE.** The YMCA shall maintain the following insurance coverage:
- a. Comprehensive general liability, including products and completed operations liability, contractual liability, property damage liability, bodily injury liability, and personal insurance with limits of at least \$1,000,000 per occurrence combined single limit
  - b. Worker's compensation insurance in accordance with the laws of North Carolina and Employer's Liability insurance with limits not less than \$1,000,000 per accident and \$1,000,000 each employee injury by disease.

The City of Hendersonville agrees to indemnify the YMCA of Western North Carolina under the City's liability coverage.

Both parties shall list the other party as an additional insured on their insurance policies.

- 20. INDEMNIFICATION/LIABILITY.**
- The City shall indemnify and hold harmless the YMCA from any and all liability, suits, claims, demands, actions, and costs and expense of any such kind or nature whatsoever, including reasonable attorney's fees, related in any manner to the operation of Patton Pool, including injury to person or persons or property, including death, but only 1) to the extent caused by the negligence of the City, including its officers and employees, or 2) to the extent caused by the City's failure to perform its obligations under this Agreement.

**Commented [BA2]:** This reflects the Summer 2022 amendment that was made.

The YMCA shall indemnify and hold harmless the City from any and all liability, suits, claims, demands, actions, and costs and expense of any such kind or nature whatsoever, including reasonable attorney's fees, related in any manner to the operation of Patton Pool, including injury to person or persons or property, including death, but only 1) to the extent caused by the negligence of the YMCA, including its officers and employees, or 2) to the extent caused by the YMCA's failure to perform its obligations under this Agreement.

**INDEMNIFICATION/LIABILITY.** The City of Hendersonville shall indemnify and hold harmless the YMCA from any and all liability, suits, claims, demands, actions, and costs and expense of any such kind or nature whatsoever, including attorney's fees, caused by or arising out of any manner activities or functions by the YMCA's use or occupancy of the property, or any injury to person or persons, including death, resulting at any time from the activities of the YMCA or occurring while any individual is on the property of the City of Hendersonville for the YMCA purpose, except and unless said injury or death is the result of negligence on the part of the City of Hendersonville or its agent.

The YMCA shall indemnify and hold harmless the City of Hendersonville from any and all liability, suits, claims, demands, actions, and costs and expense of any such kind or nature whatsoever, including attorney's fees, caused by or arising out of any manner activities or functions by the YMCA's use or occupancy of the property, or any injury to person or persons including death, resulting at any time from the activities of the YMCA or occurring while any individual is on the property of the City of Hendersonville for the YMCA purpose, except and unless said injury or death is the result of negligence on the part of the City of Hendersonville or its agent.

- 19.21. AGREEMENT COST.** The YMCA agrees to perform the services set forth above for the price of \$64,613.43-\$71,321.12 for the 2023+ season. Subsequent years Years 4 (2024) and 5 (2025) will be decided by mutual agreement of the parties each year following during the term. have a 2.5% increase applicable to years (2) two (3) three (4) four (5) and five per swim year, upon specifications, conditions, and terms as set forth herein. In the event the parties are unable to agree on or before November 1 preceding the next season, either party may terminate this agreement by giving written notice to the other party on or before November 30 of the same calendar year following the November 1 deadline. In the event neither party

terminates this agreement by November 30 as allowed by this paragraph, the agreement shall continue, and the management fee for the next following season shall be increased by 5% over the preceding year. The payment schedule indicated below shall be followed for Year's 4 and 5. In addition to the financial contribution from the City of Hendersonville, the YMCA will collect all monies associated with entry fees, food sales, and sports field rentals to offset the expense associated with program offerings at Patton Park.

Payments by the City of Hendersonville to the YMCA of Western North Carolina shall be made in accordance with the following schedule:

Year 1 Payment Schedule		Year 2 Payment Schedule		Year 3 Payment Schedule	
Payment before May 7, 2021	\$21,537.81	Payment before May 7, 2022	\$22,076.25	Payment before May 7, 2023	<del>\$22,628.15</del> 23,773.71
Payment before July 16, 2021	\$21,537.81	Payment before July 15, 2022	\$22,076.25	Payment before July 15, 2023	<del>\$22,628.15</del> 23,773.71
Payment before Sept. 3, 2021	\$21,537.81	Payment before Sept 9, 2022	\$22,076.25	Payment before Sept 2, 2023	<del>\$22,628.15</del> 23,773.70
<b>Total</b>	<b>\$64,613.43</b>	<b>Total</b>	<b>\$66,228.75</b>	<b>Total</b>	<del>\$67,884.45</del> 71,321.12

Year 4 Payment Schedule		Year 5 Payment Schedule	
Payment before May 5, 2024	<del>\$23,198.86</del> TBD	Payment before May 3, 2025	\$_
Payment before July 14, 2024	<del>TBD23,198.86</del>	Payment before July 12, 2025	\$_
Payment before Sept. 1, 2024	<del>TBD23,198.86</del>	Payment before Sept 6, 2025	\$_
<b>Total</b>	<b>\$_</b>	<b>Total</b>	<b>\$_</b>
	<del>TBD69,581.59</del>		<del>TBD71,321.12</del>

**20.22. CITY OF HENDERSONVILLE REPRESENTATIVE.** Please direct YMCA communications to the following City of Hendersonville Representative:

**Tom Wooten**, Director of Public Works  
CITY OF HENDERSONVILLE  
305 Williams Street, Hendersonville, NC 28792  
(828) 697-3084 (ph) 828-697-3089 (fax)  
twooten@hvlnc.gov

**YMCA REPRESENTATIVE:** Please direct City of Hendersonville communications to the following YMCA Representative:

**Jessica Hendrix**, Senior Executive Director  
YMCA OF WESTERN NORTH CAROLINA  
30 Woodfin Street, Asheville, NC 28801  
828-210-5039  
jhendrix@ymcawnc.org

**24.23. ACCEPTANCE.** Acceptance of this agreement by the City of Hendersonville through signatures below, and return of this agreement will constitute a contract entered into in accordance with the specifications, terms and conditions attached hereto.

In witness hereof, the parties set their hand and seal, both, with their signatures, indicating that they have been duly authorized to sign this AMENDED PATTON PARK AND POOL MANAGEMENT AGREEMENT.

YMCA of Western North Carolina

City of Hendersonville

By: \_\_\_\_\_  
Jessica Hendrix, Senior Executive Director

By: \_\_\_\_\_  
John F. Connet, City Manager

This contract has been pre-audited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
John Buchanan, Finance Director





## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**SUBMITTER:** John Connet **MEETING DATE:** December 1, 2022

**AGENDA SECTION:** CONSENT AGENDA **DEPARTMENT:** Administration

**TITLE OF ITEM:** Ratification and Approval of HPD Off-Duty Employment Program – *John Connet, City Manager and Blair Myhand, Chief of Police*

### **SUGGESTED MOTION(S):**

I move that the City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the City Manager and Chief of Police To Enter Into Agreements to Manage HPD's Off-Duty Employment Program* as presented.

### **SUMMARY:**

HPD, like most police departments, has operated an off-duty employment program for many, many years. Chief Myhand and City Attorney Beeker have spent the last six months working on improving our off-duty employment program. Chief Myhand has found a third-party administrator to manage the hiring of off-duty officers, Hart Halsey, LLC dba Extra Duty Solutions. Pursuant to this Agreement, private entities will pay a 15% service charge to compensate Extra Duty Solutions for all costs associated with the management of the program. The City will be paid 5% of this fee to cover the City's cost of providing equipment and supplies for the off-duty services. Additionally, private entities will be required to pay a fee to cover the cost of Extra-Duty Solutions to provide workers compensation coverage to the off-duty officers in addition to the coverage provided by the City.

City Attorney Beeker has created or updated important documents that specify the responsibilities of all involved parties. We are seeking ratification and approval of HPD's off duty employment program.

**BUDGET IMPACT:** \$ None

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

**If no, describe how it will be funded.** NA

### **ATTACHMENTS:**

Proposed Resolution

Agreement with Off-Duty Solutions

Off-Duty Agreement between City and Business

Off-Duty Employment Risk Assessment and Approval

Resolution #\_\_-\_\_\_\_

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO  
AUTHORIZE THE CITY MANAGER AND CHIEF OF POLICE TO ENTER INTO  
AGREEMENTS TO MANAGE HPD’S OFF-DUTY EMPLOYMENT PROGRAM**

**WHEREAS**, the North Carolina General Statutes and City policies authorize Hendersonville Police Officers to perform off-duty security work utilizing equipment and vehicles owned by the City of Hendersonville; and

**WHEREAS**, the police officers are employed by private entities, not the City of Hendersonville, while performing this off-duty security work; and

**WHEREAS**, the City of Hendersonville wishes to notify the police officers and private entities of their independent responsibilities and risks associated with off-duty employment; and

**WHEREAS**, the police officer will immediately return to duty and serve in a law enforcement capacity if they witness a crime or instructed by the Chief of Police or their designee.

**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 the contract with Hart Halsey LLC dba Extra Duty Solutions to manage the Hendersonville Police Department’s off duty employment program, as presented; however the City Manager is authorized to approve modifications to the agreement as he deems appropriate in consultation with the City Attorney.
2. The Chief of Police is authorized to enter into the Risk Assessment and Off-Duty Agreements with Hendersonville Police Officers.
3. The Chief of Police is authorized to enter into agreements with the private entities for the provision of off-duty officers to provide law enforcement services for their premises or events.
4. The City Council ratifies HPD’s General Order 211, which governs the off-duty employment program for members of Hendersonville Police Department.

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

\_\_\_\_\_  
Jill Murray, City Clerk

Approved as to form: \_\_\_\_\_Angela S. Beeker, City Attorney



INDEPENDENT ADMINISTRATIVE SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 202\_ (hereinafter the “Effective Date”), by and between Hart Halsey LLC dba Extra Duty Solutions, with principal office at 1 Waterview Dr, Suite 101, Shelton CT 06484 (hereinafter “Company”), and \_\_\_\_\_, with principal offices at \_\_\_\_\_ (hereinafter “Client”).

W I T N E S S E T H:

WHEREAS, the Client desires to retain the Company to provide certain services to the Client on the terms and conditions hereinafter set forth, and the Company desires to continue to perform such services on such terms and conditions;

WHEREAS the parties intend for any off-duty work an officer performs under the terms of this Agreement to comply fully with North Carolina, federal, and local laws, as well as with all rules and regulations of the Client and the Hendersonville Police Department;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

1. Administrative Services. Subject to the terms and conditions hereof, the Client hereby engages and appoints the Company to administrate the Client’s off-duty program At all times, the officers will be acting primarily in a law-enforcement capacity, subject to the direction and control of the Hendersonville Police Department with respect to actions taken in a law enforcement capacity. As used herein, “Off-Duty Assignments” shall mean assignments, scheduled by the Company, to provide services to a non-City premises or event, that are conditional upon the actual or potential use of law enforcement powers by the sworn officer, and in which the officer is primarily performing traditional law enforcement duties, including but not limited to peace-keeping, security, patrol, pursuit, investigation, crowd control, traffic control, and other similar duties. Company’s services under this Agreement will entail:
  - I. Maintaining contact with individuals and representatives of companies, organizations and institutions who wish to hire officers to work Off-Duty Assignments (hereinafter “Customers”) via website interaction, and communicating with the Customers via phone or email to explain program rules and rates, vet new customers per department’s guidelines, execute the

new customer process, receive requests for Off-Duty Assignments, communicate Off-Duty Assignment details and to gather and communicate any related pertinent information and feedback.

- II. Scheduling Off-Duty Assignments with off-duty Client police officers in a manner consistent with Client's Police Department rules, including but not limited to the City of Hendersonville General Order 211-21, Extra-Duty, Off-Duty, and Secondary Employment, the terms of which are incorporated herein by reference, including amendments made by the City and communicated in writing to the Company. Email shall be considered to be a written communication for this purpose. Company shall communicate as needed with the off-duty officers to confirm detail assignment scheduling and details worked. Off-duty Assignments shall only be contracted for events or premises within the law enforcement jurisdiction of the City.
- III. Invoicing Customers and following-up on invoice collections in a manner agreed upon with department leadership.
- IV. Ensuring administrative services comply with the Client's Extra Duty, Off Duty, and Secondary Employment Policy, General Order 211-21.
- V. Pay Client Officer's directly for Off-Duty Assignments performed Company, via check and/or direct deposit.
- VI. Collect, from Customers, and pay to the Client within payments detailed in Section 1.IV, any Client administrative fees at a level specified by the Client.
- VII. Manage the feedback loop i.e., initiate and field feedback from Customers (good and bad) then share with the Client Police Department personnel in a timely manner
- VIII. Provide Client's Police Department leadership with appropriate reporting and transparency into the program on an on-going basis.
- IX. Company shall pay to Client all administrative fees within 30 days after Off-Duty Assignments have been performed by the off-duty officers. Additionally, invoice remittance timing will not affect the timing of payments made to the individual officers for the Off-Duty Assignments performed.

## 2. Term

The term of the engagement shall commence on the Effective Date and continue month-to-month unless terminated by either party. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

## 3. Payment and Invoicing Terms.

In consideration for all services which the Company shall render to the Client pursuant to this Agreement, the Company shall charge the Customer an administration fee of 15%. 5% of the administration fee shall be remitted to the Client to cover Client's costs associated with allowing Client's officers to engage in Off-Duty Assignments for the Company pursuant to this Agreement. The Company shall only charge the Customer in accordance with a fee schedule approved by the Client. Any fees paid by the Customer for City-owned equipment, assets and supplies such as flares, cruiser fees, K-9 fees, etc., shall be remitted to the City; however the 10% administration fee being retained by the Company may be applied to all off-duty revenue including, but not limited to, officer pay, cruiser fees, K9 fees, flare fees, etc.

#### 4. Changes

Client may, with approval of the Company, change the scope of services to be offered. Such changes shall be made in writing and accepted by the Company in writing.

#### 5. Standard of Care

- a) The Company warrants Company's services shall be performed by personnel possessing competency consistent with applicable industry standards in and around the City of Hendersonville.
- b) Manner of performance by Company
  - I. Company shall appoint a member of its staff to be the single primary responsible individual for delivering Company's services to Client under this Agreement.
  - II. Company shall keep complete and systematic records of all services provided to Client and to Customers. Such records shall include any records relevant to any costs, expenses, or payments incurred or made by Company in performing this Agreement, any financial records, procedures, and such other documentation pertaining to Company's performance under this Agreement. Company shall preserve all such records for the longest of the following two periods: (i) a term of 5 years after termination of this Agreement or (ii) in accordance with the record retention period mandated by any applicable law for Client records of similar type. If a legal matter arises requiring preservation of certain records, Company shall suspend destruction of such records as requested by Client or any governmental body. During the term of this Agreement and, thereafter, in accordance with the applicable record retention period, Client shall have the right to inspect, copy, and audit those records identified in this Section 5.b.ii during regular business hours.
  - III. Company shall successfully complete a SERVICE ORGANIZATIONAL CONTROL (SOC) 1 type II audit on no less than a bi-annual cadence. Resulting auditor reports will be made available to Client upon request at any time.

- IV. Company shall store any electronic information received in the performance of this Agreement on servers which are housed and maintained in ISO 27001 certified and CJIS (Criminal Justice Information Services) compliant data centers.
- V. Individuals performing services to the Client detailed in Section 1.I must be W2 employees of the Company and, collectively, be available 24/7/365.

## 6. Insurance.

6.1 General. Without limiting any obligations or liabilities of the Company, the Company shall purchase and maintain, at its own expense the minimum insurance coverage listed in Section 7 with insurance companies duly licensed in the Client's State (admitted insurer) with an AM Best, Inc. rating of A-X (10) or above and an equivalent qualified unlicensed insurer by the State (non-admitted insurer). Failure to maintain insurance as specified may result in termination of this Agreement at the Client's option.

6.2 No Representation of Coverage Adequacy. By requiring insurance herein, the Client does not represent that coverage and limits will be adequate to protect the Company. The Client reserves the right to review all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Company from, nor be construed or deemed a waiver of, its obligation to always maintain the required insurance during the performance of this Agreement.

6.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Worker's Compensation insurance and Professional Liability insurance if applicable, shall name, by endorsement to the policy, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Client, its officers, employees, and elected officials, including the officers performing the Off-Duty Assignments, as Additional Insured as specified under the respective coverage sections of this Agreement.

6.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed, and formally accepted by the Client, unless specified otherwise in this Agreement.

6.5 Primary Insurance. The Company's insurance shall be primary insurance as respects performance of subject Agreement and in the protection of the Client as an Additional Insured.

6.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

6.7 Waiver. The Commercial General Liability and Business Automobile policies shall contain a waiver of rights of recovery (subrogation) against the Client, its agents, representatives, officials, directors, officers, and employees for any claims arising out of the Services of the Company. The Company shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement hereto.

6.8 Policy Deductibles and or Self-Insured Retentions. The policies requirements set forth above may provide coverage that contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provide to the Client. The Company shall be solely responsible for any such deductible or self-insured retention amount.

6.9 Use of Subcontractor. If any Services under this Agreement are subcontracted in any way, the Company shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Client and the Company. The Company shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

6.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Company shall furnish Client with Certificate(s) of Insurance, and copies of any endorsements required by the Client, issued by Company's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by the Client on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Company and be sent to the appropriate Client representative. If any of the above cited policies expire during the life of this Agreement, it shall be the Company's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically include the following provisions:

- a) The Client, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:
  - I Commercial General Liability ISO Form CG 20 10 04 13 or equivalent.
  - II Auto Liability under ISO Form CA 20 48 or equivalent.
  - III Excess Liability Follow Form to underlying insurance.
- b) Company's insurance shall be primary insurance as respects performance of this Agreement.
- c) All Commercial General Liability, Automobile and Excess Liability policies waive rights of recovery (subrogation) against the Client, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Services performed by the Company under this Agreement.
- d) Certificate shall cite a thirty (30) day advance notice cancellation provision.

## 7. Required Insurance Coverage

- a) Commercial General Liability Insurance. Company shall maintain “occurrence” from Commercial Liability Insurance with an limit of not less than Six Million Dollars (\$6,000,000) for each occurrence, Before this Contract is fully executed by the parties, Company shall provide the Client with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Six Million Dollars (\$6,000,000.00) per occurrence combined single limit bodily injury and property damage, and Seven Million Dollars (\$7,000,000.00) general aggregate. A combination with an excess or umbrella policy may be used to achieve limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The insurance shall be with an insurance company or companies rated A-X or higher in AM Best’s.
- b) Professional Liability Insurance. Company shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Company, or anyone employed by Company, or anyone for whose acts, mistakes, errors and omissions Company is legally liable, with an liability insurance limit of Three Million Dollars (\$3,000,000) each claims and Three Million Dollars (\$3,000,000) aggregate all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. The certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company or companies rated A-VII or higher by AM Best. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Company shall be required to submit Certificates of Insurance’s evidencing proper coverage is in effect as required above.
- c) Data Breach and Privacy Security. Company shall maintain first party data breach coverage, with third party privacy liability and third-party network security liability covered. Policy will cover regulatory defense, fines and penalties, compensatory awards, PCI fines, penalties and assessments, computer forensics, notification costs and credit or ID protection costs with a limit of One Million Dollars (\$1,000,000) per occurrence and aggregate.
- d) Employee Theft. Company shall maintain employee theft coverage including protection against forgery and alteration, inside and outside premises loss, computer funds transfer loss and theft of customer property. Policy coverage includes theft of monies owed to Client for employee payroll, Client off-duty administrative fees and Client cruiser fees. Liability limit shall be at least Five Hundred Thousand Dollars (\$500,000).
- e) Automobile Liability. Company shall maintain Business Automobile Liability Insurance with a limit of One Million Dollars (\$1,000,000) per occurrence on Company’s owned, hired, and non-owned vehicles used in the performance of the



Company's Services under this Agreement. Coverage will be at least as broad as the Insurance Service Office, Inc., coverage code "1" or any auto policy form CA 00 01 10 13 or equivalent thereof. The Client, its agents, representative, officers, directors, officials, and employees shall be cited as Additional Insureds under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage than the underlying insurance.

- f) Worker's Compensation Insurance. The Company shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Company's employees engaged in the performance of Services under this Agreement and shall also maintain Employer Liability Insurance of not less than One Million Dollars (\$1,000,000) for each accident, One Million Dollars (\$1,000,000) disease for each employee and One Million Dollars (\$1,000,000) disease policy limit.

All officers performing Off-Duty Assignments will be covered under the Company's worker's compensation insurance while performing Off-Duty Assignments paid for and scheduled by the Company. The City will also maintain workers compensation on the officers to cover them to the extent that they are performing traditional law enforcement duties while performing Off-Duty Assignments. The parties acknowledge that ultimately, coverage questions will be determined by the insurance providers, the North Carolina Industrial Commission, and the North Carolina courts, and not the Company or the Client. Company may charge Customers an additional administration fee to cover the market rate of the worker's compensation insurance. The rate may change on an annual basis with the cost of worker's compensation insurance and is in addition to the administration fee detailed in Section 3. The rate as of the Effective Date is 5.5%.

The parties agree that: (1) Off-Duty Assignments performed by officers under the terms of this Agreement are of the same nature as work performed by officers while on-duty for Client, and (2) Company shall exercise direction and control only with respect to scheduling and management of the Off-Duty Assignments of the Officers, consistent with HPD policies.

#### 8. Independent Contractor

Client acknowledges that the Company is an independent contractor for the City and, as such, shall be responsible for all taxes and other expenses attributable to the rendering of its administrative services hereunder to Client. This Agreement is not intended to and shall not be construed to; create a joint venture, partnership, or employer/employee relationship as between the parties. Neither the Company nor its employees or agents shall look to Client for vacation pay, sick leave, retirement benefits, Social Security, disability or unemployment insurance benefits, or other employee benefits; nor shall the Client, or their respective employees or agents look to Company for the same. Neither Company nor Client shall be or become liable or bound by any representation, act, or omission whatsoever of the other made contrary to the provisions of this Agreement. Client acknowledges that its officers shall at no time be considered to be employees of Company.

## 9. Limitation of Liability.

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other for any special, indirect consequential, lost profits or punitive damages.

## 10. Indemnification Terms.

10.1 Indemnification. To the fullest extent permitted by law, the Company, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Client, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, to the extent relating to, arising out of, or resulted from the negligent acts, errors, mistakes or omissions, of the Company, its agents, employees or any tier of Company's subcontractors related to the Services in the performance of this Agreement. Company's duty to defend, hold harmless and indemnify the Client, its agents, officers, officials, and employees as set forth above shall arise only in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness disease, death or injury to, impairment, or destruction of property including loss of use of resulting therefrom.

10.2 Insurance Independence. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

11. Exclusive Use of Services. The Services agreed to be provided by the Company within this Agreement are for the exclusive use of the Client and the Company shall not engage in conflict of interest nor appropriate Client work product or information for the benefit of any third party without consent of the Client. Specifically, THE COMPANY AGREES THEY HAVE NOT AND WILL NOT SIGN SUPPLIER AGREEMENTS OR INDEMNIFY OFF-DUTY CUSTOMERS OF THE CLIENT AT ANY TIME PRIOR TO EXECUTING THIS AGREEMENT OR DURING THE LIFE OF THIS AGREEMENT.

## 12. Severability.

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect and the parties shall interpret this Agreement, if possible, to contain a modified provision that is as nearly similar to the invalid provision in terms of intent of the parties as possible without such modified provision itself being invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

## 13. Survival.

Sections 5 through 12, inclusive, of this Agreement shall survive the expiration or termination of this Agreement in accordance with their terms.

## 14. Notice.

Any notice required or permitted to be given under this Agreement shall be in writing, deemed effective if either delivered in person or by overnight courier, facsimile or first-class mail, certified with return receipt requested, or email. Notices to the Client shall be delivered to:

Chief Blair Myhand, Chief of Police  
630 Ashe St.  
Hendersonville, NC 28792  
Email: [bmyhand@hvlnc.gov](mailto:bmyhand@hvlnc.gov)

Notices to the Company shall be delivered to:

Hart Halsey LLC  
1 Waterview Dr, Suite 101  
Shelton CT 06484  
Attention: Rich Milliman  
Email: [RMilliman@HartHalsey.com](mailto:RMilliman@HartHalsey.com)

15. Assignment.

The Agreement is not assignable or transferable by either party.

16. Entire Agreement; Modification.

This Agreement constitutes the entire understanding between the parties hereto with respect to the subject of the Company's engagement by the Client, as provided for herein, and supersedes any and all other understandings, negotiations or agreements relating thereto, and no modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party to be charged.

17. Section Headings.

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

18. Choice of Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina without regard to the principles of conflicts of laws, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Henderson County, North Carolina.

19. Review of Agreement

It is acknowledged that the Client has had ample opportunity to review and consider the terms of this Agreement and to review this Agreement with Client's counsel and has voluntarily agreed to the terms presented, including, without limitation, freely choosing that North Carolina law shall govern this Agreement and all matters dealt with herein.

## 20. Counterparts.

Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts by original or electronic signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

## 21. Force Majeure

Neither party shall be responsible for delays or failures (including any delay to make progress in the prosecution of any Services) if such delay is caused by extraordinary circumstances beyond the party's control and beyond the party's ability to commercially reasonably work around. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight, embargoes, earthquakes, electrical outages, and severe weather.

## 22. No Third Party Beneficiaries.

There shall be no intended nor incidental third party beneficiaries of this Agreement. Company shall include in all contracts, subcontracts or other agreements relating to this Agreement an acknowledgment by the contracting parties that this Agreement creates no third party beneficiaries.

## 23. Valid Contract.

In order for this Agreement to be valid, it must be executed by the City Manager or his or her authorized designee.

## 24. Verification of Work Authorization.

Company shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors.

## 25. Iran Divestment List.

With the execution hereof, Company, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the Work hereunder.

## 26. Companies that Boycott Israel List.

With the execution hereof, Firm, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will

not contract with anyone on such List in performance of the work hereunder.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first set forth above.

COMPANY:

HART HALSEY LLC

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

CLIENT:

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

## APPENDIX A: CUSTOMER PAYMENT DETAILS

Section 5, Item G.

All credit-worthy customers are offered net 30 payment terms on all off-duty details. Company accepts credit risk on all such customers and finances the financial float associated with payment terms.

Company has the right to deem particular customers non-credit-worthy and require pre-payment from or credit card on file from such customers. Company agrees to not designate any customer as non-credit-worthy, which has been a weekly recurring customer, in consistent good standing, with the Client's off-duty program for at least one year.

Customers deemed to be non-credit-worthy, and customers wishing not to be invoiced for serviced rendered, will have the option of pre-paying via check, credit card, or escrow account. Company has the right to charge a processing fee for credit card transactions of 3%.

If a Customer utilizes the services of a third party billing service which charges usage fees to the Company, the Company has the right to charge those fees back to the Customer.

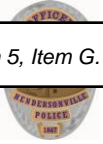
The Company's scheduling system within which Officers record their start and end off-duty work times within will be the book of record for Officer hours worked.



# Hendersonville Police Department

## Off-Duty Employment and Risk Agreement

Section 5, Item G.



**Instructions:** This form is to be completed by the Employee requesting approval

Name of requesting employee:

Assignment:

### Risk Agreement for Off-Duty Employment

This Agreement is entered into between the City of Hendersonville and the undersigned employee, that for and in consideration of being permitted to perform off-duty work assignments and engage in Off-Duty Employment, the undersigned agrees as follows (employee must initial beside each paragraph to indicate it has been read):

- \_\_\_\_\_ 1. The undersigned acknowledges that they have read and understand the Hendersonville Police Department's Extra Duty, Off-Duty, and Secondary Employment Policy (the "Policy") and that they agree to comply the Policy, the terms of which are incorporated herein by reference. As used in this Agreement, "Off-Duty Employment" has the meaning assigned in the Policy.
- \_\_\_\_\_ 2. The undersigned acknowledges that Off-Duty Employment imposes unusual restraints and responsibilities on them.
- \_\_\_\_\_ 3. The undersigned agrees that all Off-Duty Employment will comply fully with all North Carolina, federal, and local laws, as well as the rules and regulations of the Hendersonville Police Department.
- \_\_\_\_\_ 4. The undersigned agrees that their decision to engage in Off-Duty Employment is entirely voluntary.
- \_\_\_\_\_ 5. The undersigned understands and agrees that being permitted to engage in Off-Duty Employment by the City is a privilege, and that failure to adhere to the terms of the Policy and this Agreement may result in suspension or termination of that privilege.
- \_\_\_\_\_ 6. The undersigned acknowledges that Off-Duty Employment is managed through the Hendersonville Police Department, or if the City has contracted with a third-party vendor, by such Third-Party Vendor, as outlined in the Policy. No other Off-Duty Employment arrangements will be permitted or approved.
- \_\_\_\_\_ 7. The undersigned agrees that they will immediately stop any Off-Duty Employment work upon receipt of an order by the Chief of Police or his designee to halt the employment.
- \_\_\_\_\_ 8. The undersigned understands and agrees that neither the City, nor the Hendersonville Police Department has control of the premises or event for which the Off-Duty Employment is performed, and therefore releases the City, its employees, officers and elected officials from any and liability in tort and for premises liability associated with such Off-Duty Employment; provided however that nothing herein shall be deemed be a waiver or any rights of the employee or obligations of the City under Worker's Compensation law.



# Hendersonville Police Department

## Off-Duty Employment and Risk Agreement

Section 5, Item G.



9. The undersigned acknowledges, understands and agrees that there may be instances where the City's workers compensation carrier, the North Carolina Industrial Commission or courts having jurisdiction determine that:

- a. Injuries sustained during Off-Duty Employment were sustained in manner not covered, or while performing activities or duties not covered, by the City's obligations under Worker's Compensation law, or
- b. Benefits will be provided by a third-party employer's workers compensation provider, or
- c. Benefits will be calculated according to the wages received from the third-party employer for whom the Off-Duty work was performed, rather than wages received from the City, or
- d. Other determinations that are unfavorable to the employee.

**In any of these events, the officer understands and agrees that this may result in a denial or reduction of worker's compensation coverage claims or benefits, or the receipt of benefits that are different from benefits that may have been received had the injury been sustained during regular or extra-duty work assignments for the City of Hendersonville.**

Signature:

Date:

Approval is given with the understanding that Hendersonville Police Department employees will comply with all rules and regulations of the City of Hendersonville and the Hendersonville Police Department concerning Off-Duty Employment, code of conduct, and any other applicable written directives, including recall for duty, and that this approval is subject to limitation, suspension, or revocation by the Chief of Police at any time.

### Review and Agreement

Chief of Police

**C. Blair Myhand**

Signature:

Date:

☐ Approved and agreed

☐ Not Approved or agreed

☐ Approved and agreed, but subject to the Following Conditions:

Employee agrees to the conditions: \_\_\_\_\_ / \_\_\_\_\_  
Signature Date





# CITY OF HENDERSONVILLE POLICE DEPARTMENT EXTRA-DUTY OFFICER APPLICATION AND CONTRACT

Section 5, Item G.



## Applicant Information

Name:	Title:
Name of Organization:	Type of Organization: _____ Retail/Commercial      _____ School _____ Church      _____ Other* _____ Nonprofit *If Other, please describe:
Mailing Address of Organization:	

## Contact Persons

Name:	Name:
Email:	Email:
Phone:	Phone:

## Off-Duty Assignment(s) Requested:

Name of Special Event (if applicable): Property Address: (where off-duty work is to be performed)
Type of duty to be Performed (check all that apply): _____ Traffic      _____ Security      _____ Other If other please describe:
Date(s) and time(s) that Off-Duty Officer(s) are requested: Number of officers requested for each date of service requested:

## Signature of Applicant:

As the owner/manager or managing agent for the organization named above, I do hereby agree to the above terms and conditions of the employment of extra-duty Hendersonville Police Officer(s) as indicated by my signature belows.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

## TO BE COMPLETED BY POLICE CHIEF OR DESIGNEE:

_____ Approved _____ Disapproved	_____ Approved Subject to the Following Conditions:
Chief/Designee Signature	Date Signed:

**TERMS AND CONDITIONS GOVERNING THE CITY OF HENDERSONVILLE  
EXTRA-DUTY OFFICER APPLICATION AND CONTRACT**

*Section 5, Item G.*

1. Applicant acknowledges and agrees that their bargained for consideration in this contract is the City's permission and consent to all Applicant to employ one or more off-duty police officers for the dates and times, and at the locations indicated on the application. Off-duty officers will work as independent contractor employees of Applicant. Applicant shall be responsible for compliance with all IRS regulations regarding issuance of required income tax documentation. . If an officer is scheduled for an off-duty assignment and does not report at the appointed date and time, the employer should **notify the watch commander immediately at (828) [REDACTED]**. However, the City shall not be responsible or liable for any officer's failure to appear for an off-duty assignment, and Applicant specifically releases and waives any and all claims or causes of actions against the City for such nonappearance by an officer, regardless of the cause of the nonappearance. Such nonappearance shall not be a default or breach of this Contract by the City.
2. Regardless of their employment by the Applicant for an off-duty assignment, all off-duty officers shall be and remain subject to Hendersonville Police Department policies. Applicant has no authority over police personnel and is restricted to providing only a general assignment of duties to be performed by the officer. Officers must confine their duties to those of a law enforcement nature; and officers cannot enforce the rules and regulations of the employer that are not otherwise a violation of law. Applicant acknowledges and agrees that officers to not have the same authority over private property that the Applicant or Applicant's other employees have. The officer's actions are limited ONLY to any breach of the peace or violation of law.
3. Officers will not regulate entry into a facility or venue; officers will not check identification and/or entry tickets, operate metal detectors or perform searches of people coming into a business or event, question persons about the validity of their presence at the address indicated in the application above, or ask persons to leave any of the foregoing without Applicant or another employee of Applicant being present that has asked the person to leave.
4. Applicant agrees to pay the City's published approved rate of pay for each officer employed, plus any administrative fees imposed or authorized by the City. A minimum of three hours shall be paid for each officer for each off-duty assignment/date worked, regardless of the actual number of hours worked. As an example, if on June 17<sup>th</sup>, Applicant requested two off-duty officers for a two-hour event, a total of 6 hours pay would be due – 3 for each officer. The City reserves the right to change rates and administrative fees at any time. Administrative fees are intended to compensate the City for the officer's use of City-provided equipment and supplies in the performance of off-duty work for the Applicant, and to pay the City's cost of administering the off-duty officer program, including but not limited to the fees charged by a third party administrator.
5. The City may contract with a third-party administrator who will schedule and invoice Applicant for officer hours worked and administrative fees owed to the City. In such event, the third party-administrator will act as a pass-through entity for purposes of paying the officers and the City's fees on behalf of Applicant. Applicant will still remain responsible for issuing all tax documentation (such as 1099s) for the officers that work off-duty assignments for the Applicant. Applicant shall, at the City's request, provide all time and pay records for any or all officers working off-duty assignments for Applicant.
6. Off-duty assignments may be cancelled by the Applicant or an officer before the scheduled time that the off-duty assignment was to be performed. Cancellations by the Applicant received by the City less than 24 hours before the scheduled time shall be billed at the 3-hour minimum per officer that had been requested for the off-duty assignment, and the City's administrative fee will still be due and payable. Reasonable effort will be made to reassign an officer from the City for the off-duty assignment, but City shall not be liable nor in default or breach of this Contract if a replacement officer is not assigned.
7. Secondary employment is voluntary on the part of the officers and is performed during an officer's time-off from the Hendersonville Police Department. Therefore, the City makes no guarantees that requested off-duty assignments will be filled. The City reserves the right to assign any officer to a requested off-duty assignment.
8. Applicant understands and agrees that off-duty officers may be activated by the City to an on-duty status at any time and pulled away from the off-duty assignments. In this event, officers will only be paid for the actual hours worked for the Applicant, and Applicant will not be subject to the three-hour minimum for such activated officers.
9. Applicant agrees to promptly provide all supplementary information requested by the Hendersonville Police Department or the assigned officer related to an off-duty assignment, including but not limited to, anticipated attendance, whether alcohol will be served (and if so a copy of their ABC permit), etc.
10. Applicant shall be required to maintain and have in effect at all times for all off-duty assignments a

comprehensive general liability policy covering the organization's activities or events for which the off-duty assignment is being assigned, naming the City and the City's officers, public officials and employees, including officers working off-duty assignments, as additional insureds under the policy. Such coverage shall include combined single limits of no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate coverage. Applicant shall also be required to maintain workers' compensation insurance with limits of coverage equal to or greater than those required by the North Carolina General Statutes. Prior to any extra-duty assignment being fulfilled by the City, the Applicant must have on file with the Hendersonville Police Department a valid, unexpired, Certificate of Insurance, naming the City as the Certificate Holder, indicating that the required coverages are in effect, including the required additional insureds.

11. Violation of these terms and conditions, or of the Hendersonville Police Department policies shall result in City's having the right to terminate this agreement and to disqualify Applicant from being eligible for any and all future off-duty assignments. For purposes of this paragraph, such disqualification may, in the City's sole discretion, extend to any of Applicant's managers, officers or employees.

12. Applicant shall indemnify and hold harmless the City, its officers, employees and public officials, including officers working off-duty assignments, from any and all claims for personal injury or property damage by third parties resulting in any manner from the activities or events for which the off-duty assignment(s) is made, other than such claims resulting solely from the negligence of the City, its officers, employees, or public officials, including officers working off-duty assignments. Applicant's duty to indemnify shall include all liabilities, costs and, expenses, of whatsoever kind or nature, that may be incurred by or assessed against the City, its officers, employees and public officials, including but not limited to reasonable attorney's fees. Applicant's duty to indemnify and hold harmless shall survive any termination of this Contract.

13. Nothing herein is intended to, nor shall it operate, so as to waive any sovereign, public official, or governmental immunity, qualified immunity, or the public duty doctrine, by the City of Hendersonville, its police department, officers, public officials and employees, including officers working off-duty assignments.

14. All officers will perform their off-duty assignment in uniform, using a marked police vehicle unless another arrangement is approved, in advance, in writing, by the Hendersonville Police Chief. The City will remain responsible for damage or loss to Hendersonville Police Department vehicles while such vehicles are being used within the course and scope of the off-duty assignment or are being transported to or from the off-duty assignment location by Hendersonville police officers.

15. Applicant hereby forever releases, discharges and waives any claims Applicant may have in law, or equity, contract or tort, against the City, its agents and employees, including any officer(s) performing an off-duty assignment for Applicant, in all of the foregoing's official and individual capacities, for actions or omissions of any Officer performed in the course and scope of the off-duty assignment, including but not limited to the officer(s)' failure to detect or prevent criminal conduct by third parties while performing the off-duty assignment.

16. This contract may be terminated at any time by either party hereto by written notice, delivered to the other party. Termination of this contract shall not relieve the Applicant of its obligations herein for claims and causes of action arising during and subsequent to the performance of off-duty assignments by an officer.

17. This contract shall be binding upon the successors and assigns of the parties hereto. There are no third-party beneficiaries under this Agreement except officers with respect to any off-duty assignment performed for Applicant under this Contract.

18. This contract shall be governed by North Carolina law. This agreement sets forth the entire agreement between the parties with respect to the subject matter contained herein, and it may not be changed or amended except in writing, signed by all parties hereto. Exclusive venue shall lie in Henderson County, North Carolina.

19. This agreement shall be deemed severable in that a declaration by a court of competent jurisdiction that any term, phrase, sentence or paragraph of this agreement is void, unenforceable or without effect, shall not affect the validity or enforceability of the remaining provisions.

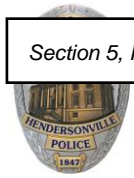
20. Applicant shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors. With the execution of the Application, Applicant certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List, and that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List.



# Hendersonville Police Department

## General Order

Section 5, Item G.



<i>Title:</i> Extra Duty, Off Duty, and Secondary Employment	<i>Order Number:</i> 211-21
<i>Date:</i> December 21, 2021	<i>Pages:</i> 8
<i>Accreditation Standard(s):</i>	<i>Form(s):</i> F211, F211a

### Purpose

To provide guidelines that govern extra-duty, off-duty, and secondary employment by employees of this department.

### Policy

Employees will not participate in any extra-duty, off-duty, or secondary employment without the expressed permission from the Chief of Police.

### Definitions

*Employment* - an occupation by which a person earns compensation; does not include volunteer or charity work.

*Secondary Employment* - any employment with a person or entity other than the City of Hendersonville, that does not require the use or potential use of law enforcement powers or affiliation with the police department by the employee.

*Extra-Duty Assignment* - any additional assignment, performed for and paid for by the City of Hendersonville, that is conditional upon the actual or potential use of law enforcement powers by the sworn employee and/or non-sworn employees working as assigned in a non-law enforcement capacity.

*Off-Duty Employment* - any additional employment as an independent contractor employee with a person or entity other than the City of Hendersonville that is conditional upon the actual or potential use of law enforcement powers by the sworn employee.

### Procedure

#### Regulations

1. All extra-duty assignments, off-duty employment and secondary employment must comply with the provisions of this General Order, the provisions of the City of Hendersonville Personnel Policy, and any other applicable written directives.

2. All employees must receive permission prior to engaging in off-duty and secondary employment.

*Secondary Employment*

1. The Chief of Police, or his/her designee, will review all requests for approval involving secondary employment and approve, deny or approve with conditions, the request.
2. Subject to approval, employees may engage in secondary employment that meet all of the following criteria:
  - Employment in which vested police powers are not a condition of employment and the work provides no real, or implied law enforcement service and is not performed during assigned duty hours.
  - Employment that creates no conflict of interest, real or perceived, with respect to the employee's law enforcement role. Examples may include:
    - As a process server, re-possessor, bill collector, tow of vehicles subject to repossession, or any other employment in which police authority might be viewed to collect money or merchandise for private purposes.
    - As a personal investigator for the private sector, or any employment that might require the employee to have access to police information, files, records, or services as a condition of employment.
    - In a loss prevention function.
    - In police uniform in the performance of tasks other than that of a police nature.
    - In case preparation for the defense in any criminal or civil action or proceeding.
    - For a business or labor group that is on strike.
  - Employment that does not constitute a threat to the image or dignity of law enforcement as a professional occupation. Examples of non-authorized employment may include:
    - Employment at establishments that sell pornographic books, magazines, sexual devices, or videos, or that otherwise provide entertainment or services of a sexual nature.
    - Employment involving the sale, manufacture, or transport of alcoholic beverages as the principal business.
    - Employment at a gambling establishment not exempted by law.
3. Employees engaged in secondary employment are not covered by the City of Hendersonville liability or workers' compensation insurance.

*Off-Duty Employment*

1. The Chief of Police, or his/her designee, will review all requests for off-duty employment and either approve, deny, or approve with conditions, the request.

2. When performing an off-duty assignment, officers will be working as independent contractor employees of, and paid by, the person or organization requesting on or more off-duty officer(s) (the "Requestor"). Officers will be paid by the Requestor at the rates approved by the City of Hendersonville. All off-duty assignments will be subject to a payment to the officer by the Requestor for a three-hour minimum, unless stated otherwise in this policy. In the event the City has contracted with a third party to administer the off-duty employment program (the "Third Party Administrator"), payment from the Requestor will be passed through to the officer by the Third Party Administrator. In no event will the City be responsible or liable for payment to an officer for any off-duty assignments worked.
3. While carrying out off-duty employment, officers shall remain subject to the policies of the Hendersonville Police Department, and will remain under the supervision and directives of the on-duty Hendersonville Police Department supervisor or specially-assigned HPD supervisor (see below). It is understood that at all times during the off-duty employment, the officer is a law enforcement representative of the Hendersonville Police Department, and therefore at all times the officer shall be considered to be carrying out their peace-keeping duties for the primary benefit of the public, even though there is an incidental benefit to the owner or operator of the premises for whom the off-duty employment is being performed, and even though the City of Hendersonville is not paying the officer for the off-duty employment assignment.
4. The management of and scheduling of off-duty reemployment assignments may be carried out by the Hendersonville Police Department or the Third Party Administrator.
5. Hendersonville law enforcement officers may only engage in off-duty employment that meets all of the following criteria:
  - Employment where a government, for profit, or nonprofit entity has entered into the City's standard agreement with the Hendersonville Police Department or the City of Hendersonville,
  - Employment within the law enforcement jurisdiction of the City of Hendersonville Police Department.
  - Employment where the duties and responsibilities are clearly those that align with the powers and duties of a law enforcement officer acting in a law enforcement or peace-keeping capacity. Officers may not enforce policies or rules of a business or private employer.
6. Off-duty assignments are voluntary; however once an officer has requested and received an off-duty assignment, attendance is mandatory unless such attendance is excused by the Chief of Police, or his/her designee, at least 48 hours in advance of the assignment start date and time.
7. Officers performing off-duty assignments will be required to wear their City-issued police uniform and drive their City-issued vehicle, unless otherwise approved, in writing, by the Chief of Police, or his/her designee.

8. Off-duty officers may be activated by the City to an on-duty status at any time and pulled away from the off-duty assignments. Such activation must be by or with the permission of the on-duty Hendersonville Police Department supervisor or specially-assigned HPD supervisor (see below). In the event of activation, officers will only be paid by the Requestor for the actual hours worked for the Requestor, and Requestor will not be subject to payment for a three-hour minimum for such activated officers. Work performed while activated to an on-duty status by or with the permission of the appropriate supervisor will be paid for by the City in accordance with the City's standard policies.

#### *Extra-Duty Assignments and Off-Duty Employment*

1. The Chief of Police retains overall authority over the off-duty and extra duty assignments of the Hendersonville Police Department and oversees compliance with this and other applicable written directives.
2. Types of extra-duty assignments and off-duty employment may include:
  - Traffic control;
  - Crowd control;
  - Protection of life and property;
  - Routine law enforcement for public authorities;
  - Plainclothes law enforcement assignments;
  - Non-sworn support roles during special events; *and/or*
  - Other duties as approved by the Chief of Police.

#### *Supervision of Extra Duty or Off-Duty Employees*

1. Employees working extra-duty assignments and/or off-duty jobs fall under the command of the on-duty supervisor except when a supervisor is assigned to the extra-duty assignment for the specific purpose of supervision.
  - Sworn employees will notify the Communications Center via the police radio that they are working an extra-duty or off-duty assignment, and will minimally provide the following:
    - Location of the assignment;
    - Hours of the assignment; *and*
    - Specificity of assignment.
  - The on-duty supervisor should make himself/herself aware of officers working in an extra-duty or off-duty assignment to include:
    - Location of the assignment;
    - Hours of the assignment; *and*

➤ Specificity of assignment.

2. Sworn employees working extra-duty and/or off-duty assignments are required to immediately report and document any use of force, arrest, injury, and/or any other significant aspect to the on-duty supervisor in accordance with all applicable written directives.

*Conduct*

1. While engaging in any extra-duty, off-duty, or secondary employment, employees are subject to the department's Code of Conduct and all applicable City of Hendersonville and departmental written directives.
2. Employees are expected to meet the same standards of punctuality, dress, and accountability as required for regular on-duty assignments.

*Other Considerations*

1. For off-duty assignments, sworn Officers will be paid by the Requestor at the applicable off-duty rate as determined by the City of Hendersonville. For extra-duty assignments, pay will be by the City of Hendersonville, will be based upon the employee's regular pay rate, and may include overtime compensation depending on the hours worked.
2. Employees are prohibited from soliciting extra-duty assignments and/or off-duty employment opportunities in direct competition with private security firms.
3. Unsatisfactory work performance by an employee while engaged in extra-duty assignments or off-duty employment may result in the limitation or suspension of extra-duty or off-duty assignments and/or the recension of extra-duty or off-duty work approvals as well as other disciplinary action.
4. Workers' Compensation for injuries occurring while working extra-duty assignments or off-duty employment will be resolved on a case-by-case basis. Officers are put on notice that some off-duty employment performed at private functions and on private property may be determined to be ineligible for Workers' Compensation. Final resolution of Workers' Compensation claims rests with the City of Hendersonville insurance provider.
  - Questions regarding specific eligibility requirements for Workers' Compensation should be directed to the Chief of Police and/or City of Hendersonville Human Resources Department.



*Limitations on Additional Extra-Duty Assignments/Off-duty Employment*

1. To be eligible for extra-duty assignments, or off-duty and secondary employment, an employee must be in good standing with the department.
  - Employees are in “good standing” and authorized for full duty when not under suspension, or other discipline, and not under investigation for any allegations of misconduct.
  - Continued approval of an employee's additional employment is contingent upon such good standing.
2. Employees under suspension, or administrative leave, with or without pay, are prohibited from working an extra-duty assignment or off-duty employment until authorized by the Chief of Police.
3. Probationary employees, or those sworn employees participating in the Field Training Program, are not permitted to work off-duty employment.
4. Employees participating in the Field Training Program may be permitted to work an extra-duty assignment under the supervision and control of a certified Field Training Officer.
5. Employees engaged in any additional employment are subject to call-out in case of emergency and may be expected to leave the off-duty or secondary employment in such situations.
6. Employees assigned to light duty, or no duty, are prohibited from working extra-duty assignments or off-duty employment without the expressed written permission from the Chief of Police.
7. Employees who call out sick for their regular duty may not work off-duty employment or extra-duty assignments until after returning to and completing a regular duty shift.
8. Approval for an employee to engage in extra-duty assignments, and/or off-duty or secondary employment may be revoked or rescinded by the Chief of Police at any time when determined that the employment is not in the best interest of the department, or the employee is no longer in good standing.
9. Employees will not perform duties for compensation for any person or firm or by way of self-employment during scheduled duty hours.
10. The use of police vehicles is pursuant to General Order 701 – *Assigned Police Vehicles*.
11. Employees should not report to regular, extra, or off-duty fatigued but should generally observe an eight-hour rest period prior to any scheduled shift or assignment unless approved by their respective Bureau Commander.

### *Off-Duty/Secondary Employment Forms*

1. Employees must agree in writing to the rules and regulations of off-duty work using form F211 – *Off-Duty Employment Risk Agreement* prior to working in any off-duty capacity. Acknowledgment using this form is required annually. Form F211 - Off-Duty Employment Risk Agreement will be forwarded to the Senior Administrative Assistant who will:
  - Ensure the form is complete and accurate.
  - Forward the form to the Chief of Police for review and approval.
  - File all completed agreements.
2. Employees wishing to engage in secondary employment must submit a memorandum to the Chief of Police, through their chain of command listing the employer and conditions of work to be performed.
  - The form will be submitted to the employee's direct supervisor to review and recommend approval/disapproval and then forward to the applicable Bureau Commander.
  - The appropriate Bureau Commander will review the request, ensure the employee is in good standing and is an appropriate applicant for the employment. He/She will recommend approval/disapproval and forward to the Chief of Police.
  - The Chief of Police will approve/deny the request and forward the form to the Administrative Support Specialist.
  - The Senior Administrative Assistant will forward a copy of the form, either electronically or by paper, to the requesting employee and place a copy in the employee's personnel file and the original in the appropriate departmental file.

### **Supervisory Personnel**

See above

### **Command Personnel**

See above

Approved by:



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Blair Myhand,  
Chief of Police



Resolution #\_\_\_\_-

**RESOLUTION BY THE CITY OF HENDERSONVILLE TO AUTHORIZE THE CITY  
MANAGER TO ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF THE  
NORTH FORK RESERVOIR DREDGING PROJECT**

**WHEREAS**, the North Fork Reservoir, located in Pisgah National Forest, has served as a source of drinking water for the utility since the 1920s. Over the years sediment has accumulated within the reservoir, which has reduced storage capacity and infringed on the water intake structure. The project will remove accumulated sediment from the reservoir to allow the utility to continue to utilize this high-quality drinking water source; and

**WHEREAS**, on November 17, 2022, at 11:00 am sealed formal bids were received for the North Fork Reservoir Dredging project; and

**WHEREAS**, formal bids were reviewed by staff for completeness and accuracy. Baker Grading & Landscaping, Inc. was the lowest responsive, responsible bidder in the total bid amount of \$942,310.00.; and

**WHEREAS**, the Water and Sewer Department is recommending award of the North Fork Reservoir Dredging Project to Baker Grading & Landscaping, Inc.

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

1. The bid for the North Fork Reservoir is awarded to Baker Grading & Landscaping, Inc., who is determined to be the lowest responsive, responsible bidder.
2. The City Manager is authorized to award and execute a contract for the construction of the North Fork Reservoir Dredging Project to Baker Grading & Landscaping, Inc., the lowest responsive and responsible bidder in the total amount of \$942,310.00.
3. The City Manager is authorized to approve change orders which cumulatively do not exceed 10% of the approved contract amount of \$942,310.00, 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 on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

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

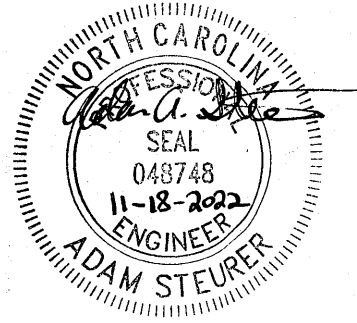
\_\_\_\_\_  
Jill Murray, City Clerk

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

City of Hendersonville North Fork Reservoir Dredging 11/17/2022 - Bid Tabulation					Baker Grading & Landscaping, Inc. Old Fort, NC		Shamrock Environmental Corporation Browns Summit, NC		Tennoca Construction Company Candler, NC	
Item No.	Specification	Description	Unit of Measure	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>MOBILIZATION AND SITE PREPARATION</b>										
1	TS-1	MOBILIZATION AND DEMOBILIZATION (Not to Exceed 5% of bid)	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 42,573.00	\$ 42,573.00	\$ 100,000.00	\$ 100,000.00
2	TS-3	CONSTRUCTION SURVEY	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 19,800.00	\$ 19,800.00	\$ 17,000.00	\$ 17,000.00
3	TS-4	CLEARING AND GRUBBING	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 14,376.00	\$ 14,376.00	\$ 9,000.00	\$ 9,000.00
4	TS-4	SIGNIFICANT TREE REMOVAL (>12")	EA	4	\$ 350.00	\$ 1,400.00	\$ 1,800.00	\$ 7,200.00	\$ 1,800.00	\$ 7,200.00
5	TS-5	TEMPORARY SAFETY FENCE	LF	100	\$ 2.00	\$ 200.00	\$ 4.00	\$ 400.00	\$ 12.00	\$ 1,200.00
<b>EROSION AND SEDIMENTATION CONTROL AND MAINTENANCE OF FOREST SERVICE ROADS AS DIRECTED BY ENGINEER - NORTH FORK</b>										
6	TS-6	CONSTRUCTION ENTRANCE	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 3,592.00	\$ 3,592.00	\$ 25,000.00	\$ 25,000.00
7	TS-6	TEMPORARY SILT FENCE	LF	820	\$ 2.00	\$ 1,640.00	\$ 4.20	\$ 3,444.00	\$ 12.00	\$ 9,840.00
8	TS-6	ROCK SILT CHECK	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 4,306.00	\$ 4,306.00	\$ 30,000.00	\$ 30,000.00
9	TS-10	RAILROAD BALLAST	TN	500	\$ 65.00	\$ 32,500.00	\$ 75.00	\$ 37,500.00	\$ 150.00	\$ 75,000.00
10	TS-10	ABC STONE	TN	500	\$ 50.00	\$ 25,000.00	\$ 66.00	\$ 33,000.00	\$ 140.00	\$ 70,000.00
11	TS-10	NO. 57 STONE	TN	150	\$ 65.00	\$ 9,750.00	\$ 75.00	\$ 11,250.00	\$ 150.00	\$ 22,500.00
12	TS-10	NCDOT CLASS A STONE	TN	100	\$ 65.00	\$ 6,500.00	\$ 76.00	\$ 7,600.00	\$ 150.00	\$ 15,000.00
13	TS-10	NCDOT CLASS B STONE	TN	100	\$ 65.00	\$ 6,500.00	\$ 81.00	\$ 8,100.00	\$ 150.00	\$ 15,000.00
<b>EROSION AND SEDIMENTATION CONTROL - HENDERSONVILLE WATER TREATMENT PLANT</b>										
14	TS-6	CONSTRUCTION ENTRANCE	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 1,994.00	\$ 1,994.00	\$ 20,000.00	\$ 20,000.00
15	TS-6	TEMPORARY SILT FENCE	LF	1050	\$ 2.00	\$ 2,100.00	\$ 4.20	\$ 4,410.00	\$ 12.00	\$ 12,600.00
<b>DREDGING AND EXCAVATION</b>										
16	TS-9	EXCAVATION	CY	7500	\$ 81.50	\$ 611,250.00	\$ 124.70	\$ 935,250.00	\$ 215.00	\$ 1,612,500.00
<b>STABILIZATION AND RE-VEGETATION</b>										
17	TS-11	TEMPORARY SEEDING	AC	0.9	\$ 1,100.00	\$ 990.00	\$ 687.00	\$ 618.30	\$ 10,000.00	\$ 9,000.00
18	TS-12	PERMANENT SEEDING - RIPARIAN	AC	0.1	\$ 2,200.00	\$ 220.00	\$ 3,400.00	\$ 340.00	\$ 20,000.00	\$ 2,000.00
19	TS-12	PERMANENT SEEDING - UPLAND	AC	0.8	\$ 2,200.00	\$ 1,760.00	\$ 3,665.00	\$ 2,932.00	\$ 15,000.00	\$ 12,000.00
<b>BASE BID TOTAL</b>					\$ 942,310.00		\$ 1,138,685.30		\$ 2,064,840.00	

I hereby certify that the above bid tabulation is a correct tabulation of the bids received on November 17, 2022

Adam Steurer, PE  
City of Hendersonville





## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

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**SUBMITTER:** Lu Ann Welter, HR Coordinator **MEETING DATE:** December 1, 2022

**AGENDA SECTION:** PRESENTATIONS **DEPARTMENT:** Human Resources

**TITLE OF ITEM:** City of Hendersonville Academy Graduates – *John Connet, City Manager*

**SUGGESTED MOTION(S):**

N/A

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**SUMMARY:** City Council is asked to recognize the most recent class, graduating from the City of Hendersonville Academy.

**ATTACHMENTS:**

COHA Sessions and Participants

# 2022 FALL COHA SESSIONS

- October 10 – Local government/ City organization (John Connet)
- October 17 – Departments’ Show & Tell
- October 24 – Retirement / Safety / Liability / HR (Deborah Rapensky, Jennifer Harrell)
- November 1 – Local economy / Problem solving (Brittany Brady)
- November 7 – Budget / Local Growth (Brian Pahle)
- November 14 – Recap / participants choice

## PARTICIPANTS

Tim Calderazzo	WTP
Chris Conard	Engineering
Steve Alverson	HR
Brent Pope	Public Works
Suzanne McCall	Water/Sewer
Nate Young	Fire
Katie Bandurraga	Water/Sewer
Brandy Heatherly	Administration
Amanda Lofton	Finance
Tracy Fletcher	Water/Sewer







## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

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**SUBMITTER:** John Connet **MEETING DATE:** December 1, 2022

**AGENDA SECTION:** PRESENTATION **DEPARTMENT:** Administration

**TITLE OF ITEM:** Propane Gas Vehicle Conversion – *Happy Fox, Blossman Gas*

**SUGGESTED MOTION(S):**

NA

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**SUMMARY:**

Blossman Gas/ Alliance Autogas have presented information to our Fleet Division and Environmental Sustainability Board (ESB) regarding the conversion of some city vehicles from gasoline to propane. The ESB requested that Mr. Fox make the presentation to the City Council.

**BUDGET IMPACT:** \$ TBD

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

**If no, describe how it will be funded.**

**ATTACHMENTS:**

None



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

Jamie Carpenter, Downtown Manager

MEETING DATE:

December 1, 2022

AGENDA SECTION:

PRESENTATIONS

DEPARTMENT:

Community Development – Downtown Division

TITLE OF ITEM:

7<sup>th</sup> Avenue Branding Presentation - *Jamie Carpenter, Downtown Manager*

**SUGGESTED MOTION(S):**

**SUMMARY:**

In 2021, the Downtown Workplan included a 7<sup>th</sup> Avenue branding/visioning process. In spring 2021, an RFP was released to identify a consultant who could help guide the process, including public input and participation. The City of Hendersonville awarded a contract to Arnett Muldrow & Associates from Greenville, South Carolina to create a brand package that represents both the history and vision of the 7<sup>th</sup> Avenue Municipal Service District.

Over 40 stakeholders participated in roundtables and public meetings in August, 2022 and a steering committee made up of 7<sup>th</sup> Avenue business owners, property owners, and residents of the Green Meadows neighborhood participated in the steering committee. The final product was reviewed by the Steering Committee, Downtown Advisory Board and Community Character subcommittee of the Downtown Advisory Board.

**BUDGET IMPACT:**    N/A

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

**If no, describe how it will be funded.**

**ATTACHMENTS:** None



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

<b>SUBMITTER:</b>	Michael Huffman	<b>MEETING DATE:</b> December 1, 2022
<b>AGENDA SECTION:</b>	PRESENTATIONS	<b>DEPARTMENT:</b> Eng. - Stormwater
<b>TITLE OF ITEM, Presenter Name, Title:</b>	Flood Sensor System and Stormwater Update – <i>Michael Huffman, Stormwater Division Manager</i>	

**SUGGESTED MOTION(S):**

N/A

**SUMMARY:**

City Stormwater Staff installed a Flood Sensor and Early Alert system around the City to provide staff and residents with real time stream level monitoring. Presentation will describe the system and how it works.

**BUDGET IMPACT:**     \$0

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

**If no, describe how it will be funded.**

**ATTACHMENTS:**

None - Presentation will be provided by M. Huffman



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

<b>SUBMITTER:</b>	John Connet	<b>MEETING DATE:</b> December 1, 2022
<b>AGENDA SECTION:</b>	NEW BUSINESS	<b>DEPARTMENT:</b> Administration
<b>TITLE OF ITEM:</b>	Allocation of City Funds to Support Apple Ridge Affordable Housing Project – <i>John Connet, City Manager</i>	

### **SUGGESTED MOTION(S):**

I move that the City Council direct the City Manager and City Attorney to work with the Housing Assistance Corporation and Henderson County to fund the installation of water and sewer infrastructure at the Apple Ridge Affordable Housing Project in the amount of \$\_\_\_\_\_.

### **SUMMARY:**

The City Council previously approved the construction of the Apple Ridge Affordable Housing Project. Housing Assistance Corporation (HAC) had applied for Federal Affordable Housing Tax Credits to pay for the project. Unfortunately, HAC was not awarded the tax credits. However, following discussions between Henderson County Commissioner Rebecca McCall and City Council Member Jennifer Hensley, they would to request that the City partner with Henderson County to fund the installation of the water and sewer infrastructure.

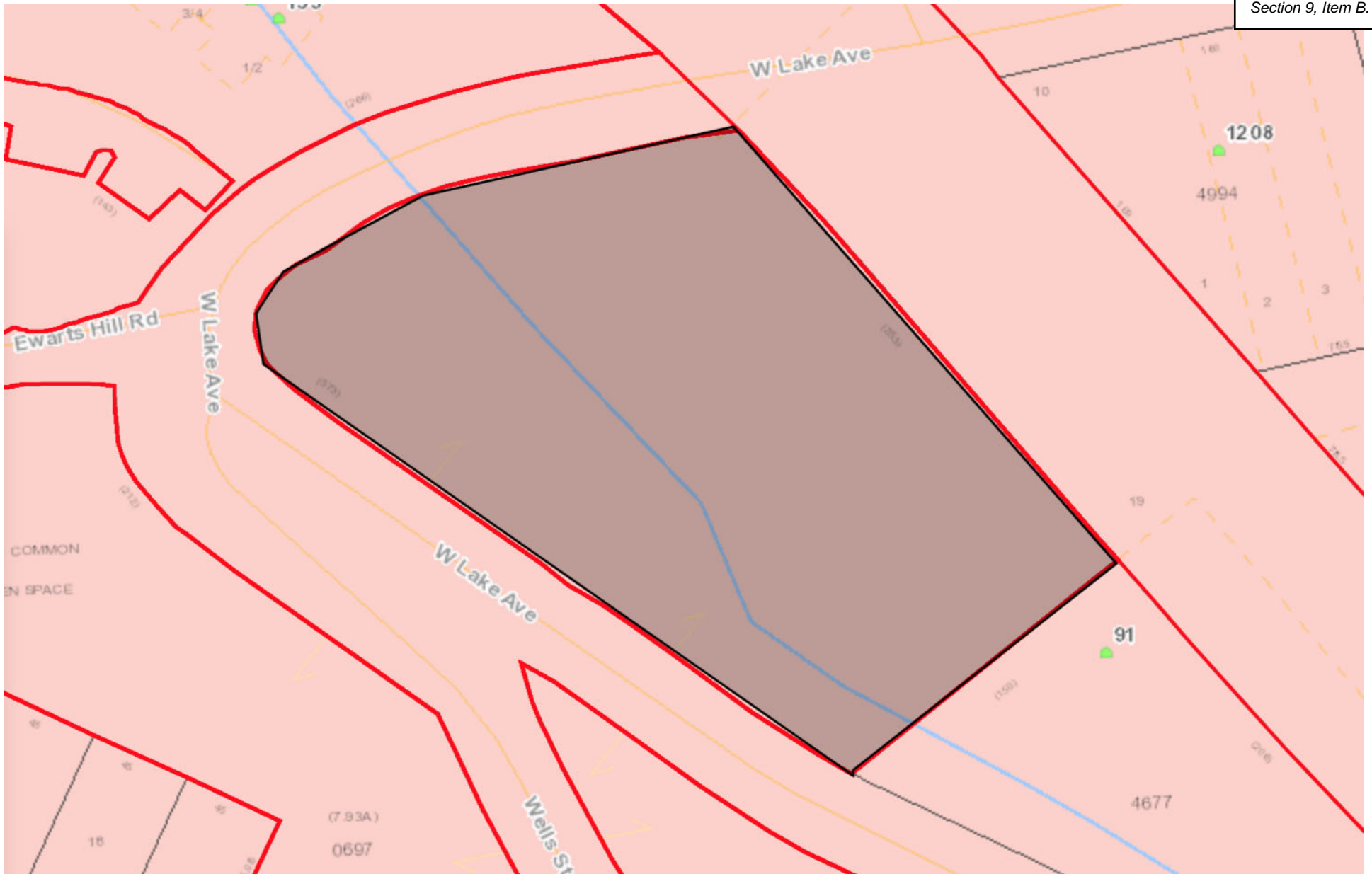
**BUDGET IMPACT:**     \$ 800,000

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

**If no, describe how it will be funded.** NA

**ATTACHMENTS:** None







## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**SUBMITTER:** Tom Wooten

**MEETING DATE:** December 1, 2022

**AGENDA SECTION:** New Business

**DEPARTMENT:** Public Works

**TITLE OF ITEM:** Parks and Greenway Master Plan Committee – John Connet & Tom Wooten

**SUGGESTED MOTION(S):** No motion: We are asking City Council for guidance on the makeup of the Parks and Greenway Masterplan Committee.

### SUMMARY:

Staff are preparing to move forward with a Parks and Greenway Masterplan. We plan to publish the RFQ this month and select a consultant in January. An integral part of the plan development is having a steering committee of area stakeholders to review plan drafts, provide feedback and help develop the final plan. Staff has provided a list of potential members and is asking City Council for guidance on the makeup of the committee.

### BUDGET IMPACT:

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

**If no, describe how it will be funded.**

### ATTACHMENTS:

Potential Members of the Parks and Greenway Masterplan Steering Committee



## Potential Members of the Parks and Greenway Masterplan Steering Committee

One City Council member

Citizen representative from each City Council member (5)

Bruce Gilliam, Henderson County Parks and Recreation

Downtown Advisory Committee Member

Tree Board Member

Environmental Sustainability Member

MPO Representative

NCDOT Representative

Staff-

Tom Wooten – Public Works Department

Mark Stierwalt - Parks Department

Adam Murr – Budget Manager

Lew Holloway – Planning Department

Matthew Manley – Planning Department

Brendan Shanahan - Engineering Department





CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

John Connet

MEETING DATE:

December 1, 2022

AGENDA SECTION:

NEW BUSINESS

DEPARTMENT:

Administration

TITLE OF ITEM:

Cancellation of December 28, 2022 City Council Meeting – *John Connet, City Manager*

**SUGGESTED MOTION(S):**

I move that City Council cancel their December 28, 2022, meeting.

**SUMMARY:**

The December 28, 2022 meeting is scheduled to be held the week between Christmas and New Year’s Day. Staff requests City Council’s guidance regarding the cancellation of this meeting.

**BUDGET IMPACT:**     \$

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

**If no, describe how it will be funded.**

**ATTACHMENTS:**



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

John Connet

MEETING DATE:

12/1/2022

AGENDA SECTION:

NEW BUSINESS

DEPARTMENT:

Administration

TITLE OF ITEM:

Adoption of Joint Resolution in Support of a Consolidated Water and Sewer Utility Commission – *Jennifer Hensley, Council Member*

**SUGGESTED MOTION(S):**

I move that the City Council adopt the Joint Resolution in Support of a Consolidated Water and Sewer Utility Commission

**SUMMARY:**

A small delegation of Hendersonville and Henderson County governing officials recently visited with officials from the Winston-Salem/ Forsyth County Utilities Commission (WSFCUC). The WSFCUC manages most if not all utilities within Forsyth County. WSFCUC is governed by an eleven-member governing board appointed by the County Commissions and City Council. The Chairman is appointed by the Mayor and Chairman of the County Commission. The delegation feels that this governing model may help Hendersonville and Henderson County resolve some of our differences regarding utility extensions and land use planning. The delegation is asking the City Council and Board of Commissioners to adopt a resolution support the exploration of forming a joint water and sewer commission.

**BUDGET IMPACT:**     \$ TBD

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

**If no, describe how it will be funded.** NA

**ATTACHMENTS:**

**Proposed Joint Resolution**

Resolution #\_\_-\_\_

**JOINT RESOLUTION IN SUPPORT OF A CONSOLIDATED  
WATER AND SEWER UTILITY COMMISSION**

**WHEREAS**, Henderson County (County) and The City of Hendersonville (City) are committed to promoting the public health, safety, and welfare of all Citizens in their respective and joint jurisdictions; and

**WHEREAS**, the City of Hendersonville owns and operates the largest publicly owned water and sewer system in Henderson County; and

**WHEREAS**, the system is currently governed by the Hendersonville City Council; and

**WHEREAS**, Henderson County and Hendersonville both exist for the benefit of the citizens of their respective and joint jurisdictions; and

**WHEREAS**, Henderson County and Hendersonville both maintain land use regulation in their respective jurisdictions; and

**WHEREAS**, control of water and sewer dictates growth and land use decisions in a given jurisdiction; and

**WHEREAS**, both governing bodies believe that responsible growth of Henderson County and Hendersonville should be maintained and protected; and

**WHEREAS**, it is agreed that a water and sewer utility commission managed in a businesslike manner is in the best interest of both citizens and business interests; and

**WHEREAS**, it is agreed that the water and sewer systems in the county should be jointly managed among the County and City and maintained for the public good.

**NOW, THEREFORE LET IT BE RESOVLED BY HENDERSON COUNTY BOARD OF COMMISSIONERS AND HENDERSONVILLE CITY COUNCIL**, in consideration of these and other relevant matters, the Henderson County Board of Commissioners and Hendersonville City Council hereby jointly resolve to enter into negotiations to establish an urban growth strategy and a joint water and sewer utility commission.

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

\_\_\_\_\_  
Jill Murray, City Clerk

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



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

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**SUBMITTER:** Jill Murray, City Clerk **MEETING DATE:** December 1, 2022

**AGENDA SECTION:** ORGANIZATIONAL MEETING **DEPARTMENT:** City Clerk's Office

**TITLE OF ITEM:** Adoption of 2023 Regular Meeting Schedule – *Jill Murray, City Clerk*

**SUGGESTED MOTION(S):**

I move City Council to adopt the City Council Regular Meeting Schedule for calendar year 2023 as presented.

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**SUMMARY:**

City Council is requested to adopt the City Council regular meeting schedule for the 2023 calendar year.

**ATTACHMENTS:**

Public Notice of City Council 2023 Regular Meeting Schedule

# NOTICE

City of Hendersonville City Council

160 Sixth Avenue East Hendersonville, NC 28792

## **NOTICE OF CITY COUNCIL REGULAR MEETINGS**

**Regular Meetings** of the City of Hendersonville City Council are held on the **first Thursday** of each month beginning at **5:45 p.m.** in the Assembly Room of the Operation Center located at 305 Williams Street, Hendersonville NC unless otherwise noticed. The following regular meetings have been scheduled for 2023:

January 5, 2023  
February 2, 2023  
March 2, 2023  
April 6, 2023  
May 4, 2023  
June 1, 2023

July 6, 2023  
August 3, 2023  
September 7, 2023  
October 5, 2023  
November 2, 2023  
December 7, 2023

**Second Monthly Meetings** will be held on the **fourth Wednesday** of each month beginning at **4:00 p.m.** in the Assembly Room of the Operation Center located at 305 Williams Street, Hendersonville NC unless otherwise noticed. The following workshop meetings have been scheduled for 2023:

January 25, 2023  
February 22, 2023  
March 22, 2023  
April 26, 2023  
May 24, 2023  
June 28, 2023

July 26, 2023  
August 23, 2023  
September 27, 2023  
October 25, 2023  
November 22, 2023  
December 27, 2023

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Jill Murray  
City Clerk

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

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