

STAFF REPORT

To: Mayor and City Council Date: February 23, 2016

Via: Gary Jackson, City Manager

From: Barbara Whitehorn, CFO, Finance and Management Services Director

Subject: Proposed Fee Adjustments for FY 2016-17

Summary Statement: Available Revenue and Fees. The major types of revenue available to North Carolina counties and municipalities are local taxes (including property taxes); local fees, charges and assessments; and intergovernmental and miscellaneous revenue. Local governments have increasingly looked for appropriate opportunities to implement local fees and charges because they have the advantage of aligning service provision directly with payment; therefore, the person or entity receiving the benefit of a service pays for the service. In Asheville, these fees make up about 10% of the City's General Fund revenue and 36% of city-wide revenue. These fees generally fall into three major categories: general user fees and charges; regulatory fees, and; public enterprise fees and charges.

Review: The City's Fee Management Model. The City's fee management model begins by asking: Is the service universal or user-driven? For example, police patrol is a universal service, while plan review is a service specifically triggered by a user. General police patrol would not have an associated fee, while plan reviews are logically provided on a fee for service basis. Using a fee for service model allows the City to shift costs from the taxpayers to the actual users of the service so that the costs of City services are fairly distributed between taxpayers and service users.

Once services are identified as user-driven, they become part of an ongoing fee evaluation process. Annually, fees and charges that have been identified as requiring adjustment are brought to Finance Committee for review in February as part of the budget process. However, staff evaluates the fees and charges throughout the year, taking into consideration changes in service levels, demand for the service and related costs of providing it. The City uses in-house expertise as well as outside consultants to evaluate fees. The process includes benchmarking other municipalities in North Carolina and nationwide, and considering the cost recovery potential of each service. The fee adjustments for FY 2016-17 that you see fall out of this ongoing process.

Proposed FY 2016-17 Fee Changes:

Parks & Recreation:

Parks & Recreation underwent a study evaluating services in FY 2014-15. As a result, staff is working on a new model for parks and recreation fees that directly links the use of a particular service to the fees. As an example, the Aston Park Tennis Center, with a small user group and a high associated cost, should have higher fees to offset to high cost of maintaining clay courts for a small, seasonal user group. Currently, both the Aston Parks Tennis Center and the WNC Nature Center are in the first year of multi-year fee adjustment plans.

Aston Park changes, FY 2015-16 to 2016-17:

Item or Service	Current Fee FY 2015-16	Proposed Fee FY 2016-17	Additional Revenue
Aston Park Passholder Fees			\$20,000.00
Resident - Individual	\$250.00	\$375.00	
Resident - Senior	\$220.00	\$310.00	
Resident - Family	\$400.00	\$600.00	
Resident - Senior Family	\$300.00	\$450.00	
Non-resident - Individual	\$325.00	\$475.00	
Non-resident - Family	\$500.00	\$750.00	
Aston Park Court Rental Tournament Fees			\$2,125.00
1/2 Day Use - 6 Courts	N/A	\$125.00	
Full Day Use - 6 Courts	N/A	\$250.00	
Full Day Use - 12 Courts	N/A	\$600.00	
Light Use Fee - 6 Courts	N/A	\$100.00	
Light Use Fee - 12 Courts	N/A	\$200.00	

The Aston Park fee changes are part of the plan presented to the Finance Committee in FY 2014-15 as part of a cost recovery model. The full multi-year plan is attached.

WNC Nature Center changes, FY 2015-16 to FY 2016-17:

**WNC Nature Center Proposed Fee Structure Changes for 2016
Friends of the WNC Nature Center Membership and Non-Membership rates**

	2015	2016	
Friend's Membership Fees	Prices	Prices	Notes:
Wild Weeks Camps	\$ 150.00	\$ 175.00	Grades 1-3
Early Childhood Camp	70.00	85.00	Pre-K Families
Critter Time Pre-K	10.00	13.00	
Rising "K" Camp	N/A	175.00	New program 2016
ATBI Camp	N/A	175.00	New camp 2016
Pre-Camp Care	-	25.00	Per week fee
Post-Camp Care	50.00	50.00	Per week fee
Elk Exploration	18.00	20.00	
Wolf Howl	8.00	12.00	
Overnight Delight Cataloochee Valley	N/A	30.00	New program 2016
Birthday Room Reservations/Rental	175.00	200.00	2-hour room rental, no programs
Birthday Party Educational Program	50.00	60.00	30-minute wildlife presentation
Offsite EE Programs in Buncombe County	\$ 200.00	\$ 300.00	1-hour presentations with Q&A, biofacts, and live animals
Non-Membership Fees	2015	2016	
	Prices	Prices	Notes:
Wild Weeks Camps	\$ 175.00	\$ 200.00	Grades 1-3
Early Childhood Camp	75.00	100.00	Pre-K Families
Critter Time Pre-K	12.00	18.00	
Rising "K" Camp	N/A	200.00	New program 2016
ATBI Camp	N/A	200.00	New camp 2016
Pre-Camp Care	-	25.00	Per week fee
Post-Camp Care	50.00	50.00	Per week fee
Elk Exploration	20.00	22.00	
Wolf Howl	10.00	15.00	
Overnight Delight Cataloochee Valley	N/A	35.00	New program 2016
Birthday Room Reservations/Rental	200.00	225.00	2-hour room rental, no programs
Birthday Party Educational Program	50.00	60.00	30-minute presentation
Offsite EE Programs outside Buncombe County	\$ 300.00	\$ 400.00	1-hour presentations with Q&A, biofacts, and live animals

The Nature Center is also working toward an improved cost recover model, one based on the City of Asheville taxpayers subsidizing the center only to the extent that it is used by City of Asheville residents. The full three-year plan includes increased commitments from the Friends of the Nature Center in addition to the increased service offerings and fees (attached).

Water Resources:

The Water Resources Utility Fund underwent a rate study by Raftelis Financial Consultants, out of which a multi-year plan was developed with the goal of more equitably applying water rates to residential and commercial customers and ensuring that capital improvements could be planned and undertaken. Most significant to the water customer, the rate plan includes stepped increases annually to avoid there being a large increase every few years when a new rate study is completed. The study is being updated this spring to ensure that rates will continue to cover operating and capital costs associated with the utility.

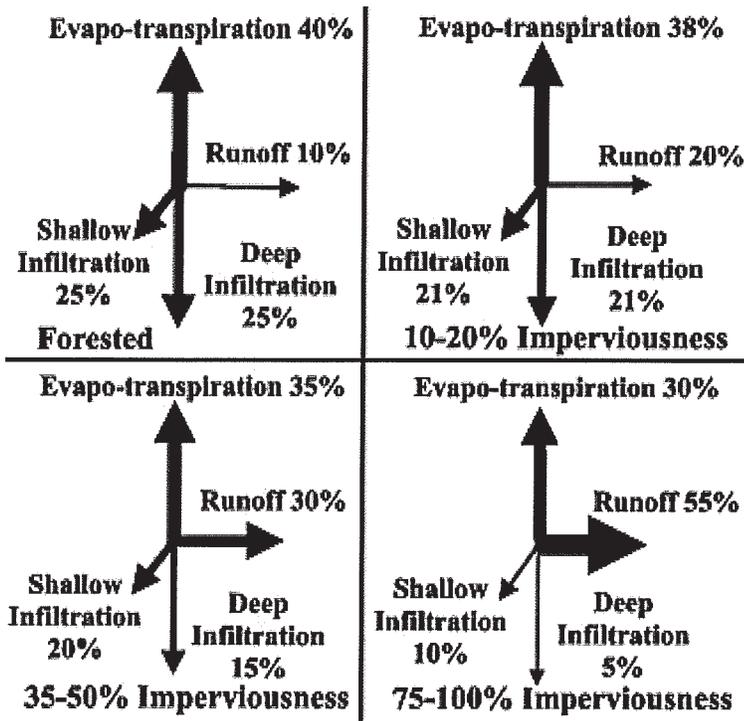
Water rate changes from 2015-16 to 2016-17 are as follows:

Item or Service	Current Rate FY 2015-16	Proposed Rate FY 2016-17	Additional Revenue
Utility Charges (per Ccf)			\$373,962.00
Single Family Residential	\$3.93	\$3.99	
Irrigation	\$4.28	\$4.49	
Multi-Family Residential	\$3.32	\$3.37	
Commercial (<= 1,000 CCF monthly)	\$3.32	\$3.37	
Commercial (> 1,000 CCF monthly)	\$1.86	\$1.93	
Commercial (<= 2,000 CCF bimonthly)	\$3.32	\$3.37	
Commercial (> 2,000 CCF bimonthly)	\$1.86	\$1.93	
Manufacturer (<= 1,000 CCF monthly)	\$3.32	\$3.37	
Manufacturer (> 1,000 CCF monthly)	\$1.81	\$1.87	
Manufacturer (<= 2,000 CCF bimonthly)	\$3.32	\$3.37	
Manufacturer (> 2,000 CCF bimonthly)	\$1.81	\$1.87	
Wholesale	\$1.08	\$1.13	
Capital Improvement Fee (per meter size monthly)			\$99,244.00
5/8 inch	\$3.97	\$4.03	
3/4 inch	\$4.55	\$4.62	
1 inch	\$54.54	\$55.36	
1 1/2 inch	\$90.90	\$92.26	
2 inch	\$159.08	\$161.46	
3 inch	\$499.95	\$507.45	
4 inch	\$874.92	\$888.04	
6 inch	\$1,124.89	\$1,141.77	
8 inch	\$1,374.87	\$1,395.49	
10 inch	\$1,624.85	\$1,649.22	

The above represents a 1.5% increase to single family, multi-family and small commercial and manufacturing operations; a 3.5% increase to large commercial and manufacturing operations; a 5% increase to wholesale and irrigation; and an increase of 1.5% in the capital improvement fee for all meter sizes.

Stormwater Utility:

The Stormwater Utility Fund is in the second year of a multi-year strategy developed with the help of McGill Associates in March, 2014. The stormwater fee is intended to help the City mitigate the effects of storm runoff from the impervious surfaces associated with an urban environment. Common impervious surfaces are roads, sidewalks, parking lots, rooftops and driveways. A surface can be impervious, i.e. unable to infiltrate excess water, even if the surface is gravel or compacted soil.



As imperviousness increases, the ability of the land to infiltrate excess water decreases, creating runoff and pressure on storm drainage systems. The figure (left), from the Environmental Protection Agency's (EPA) website, shows how runoff increases with imperviousness.

The City of Asheville's stormwater fee is based on square feet of impervious service for single family homes and Equivalent Residential Unit (ERU) for non-single family properties.

Stormwater fee changes from FY 2015-16 to FY 2016-17 are as follows:

Item or Service	Current Fee FY 2015-16	Proposed Fee FY 2016-17	Additional Revenue
Stormwater Monthly Utility Fee			\$252,898.00
Single Family Properties	225-2000 Sq Ft: \$2.63/mo.	225-2000 Sq Ft: \$2.76/mo.	
	2001-4000 Sq. Ft: \$4.20/mo.	2001-4000 Sq. Ft: \$4.41/mo.	
	>4001 Sq. Ft: \$5.78/mo.	>4001 Sq. Ft: \$6.07/mo.	
Non-Single Family Properties	\$4.20 per ERU/mo.	\$4.41 per ERU/mo.	

The above represents a 5% increase across all account types. The McGill report is attached for your review.

Parking Fund:

The City of Asheville is currently undergoing a comprehensive parking study. When the study is completed, the results of the study and a mid-year recommendation of changes to services and fees will be brought to the Finance Committee and full City Council.

Transit Fund:

Changes to Transit fees and charges will be discussed at a later date in the context of Council goals, services and subsidies.

US Cellular Center (USCC) Fund:

Staff is proposing a number of fee changes for USCC services and equipment rental. For FY 2015-16, the General Fund is subsidizing 34% of the cost of operations. Fee adjustments are not anticipated to have a significant impact on the subsidy. The most significant changes are below, details are attached.

Item or Service	Current Fee FY 2015-16	Proposed Fee FY 2016-17
Arena Reset Fees		
Remove bleachers	\$1,000 for shows grossing <\$35k	\$2,500 for shows grossing <\$35k
Remove ADA section	\$1,000 for shows grossing <\$35k	\$2,500 for shows grossing <\$35k
Novelty Sales	25% of gross	35% of gross or as negotiated
Facility Rental		
Arena, ticketed events	\$2,750 v. 10% of gross less taxes	\$3,500 v. 10% less taxes
Arena, other	\$2,750/day	\$3,500/day
Thomas Wolfe, ticketed	\$1,350 v. 10% of gross less taxes	\$1,500 v. 10% of gross less taxes
Thomas Wolfe, other	\$1,350/day	\$1,500/day
Exhibit Hall, unapproved outside food/beverage		\$500
Banquet Hall	\$500/event	\$1,500/event
Banquet Hall, internal City	\$250/event	\$500/event
Lobby Rental	\$500/event	\$1,500/event
Meeting Rooms	\$100/ 8 hours	\$1,000/ 8 hours
Equipment Rentals	VARIES, see attachment	VARIES, see attachment
Staff Cost Recovery	VARIES, see attachment	VARIES, see attachment

During the 2015 session, the North Carolina General Assembly granted municipalities the authority to increase the annual motor vehicle license fee up to a maximum rate of \$30. The City of Asheville currently charges its residents a \$10 annual fee, with half of the revenue from the fee going to support transit operations and the other half going to support general fund departmental operations.

The legislation adopted by the General Assembly stipulated that the additional revenue from any increases above the current \$10 fee must be used for street maintenance.

Fee Amount	Total Revenue	Increase to GF Revenue
\$10, current fee	\$700,000	n/a
\$15	\$1,050,000	\$350,000
\$20	\$1,400,000	\$700,000
\$25	\$1,750,000	\$1,050,000
\$30	\$2,100,000	\$1,400,000

Staff recommends increasing the fee to the maximum annual rate of \$30, providing an additional \$1.4 million in revenue would be available to offset street maintenance costs in the General Fund. Below

Included in the fee recommendations from staff is a recommendation to continue the solid waste plan initiated in FY 2012-13. A separate staff report and analysis is included in the Finance Committee materials for February 23, 2016.

This action complies with the City Council Strategic Operating Plan goal of “Operate the City of Asheville to the highest levels of fiscal responsibility.”

Pros:

- Provides additional revenue to help balance the FY 2016-17 budget.
- Provides staff with time to begin communicating fee changes to citizens, customers and stakeholders so they are aware of changes that will be implemented on July 1.

Con:

- A slight increase in the annual costs to Asheville citizens and customers. The chart below shows the impact for the average household at approximately \$68.84, excluding the motor vehicle license (an annual fee) the average household will see an impact of \$4.07 per month.

Fees	FY 2016 annual cost/household	FY 2017 annual cost/household	Annual Increase	Monthly Impact
Water - Single Family (5 CCF avg. monthly usage)	\$319.44	\$323.76	\$4.32	\$.36
Stormwater – Single Family (2,001-4,000 Sq. Ft.)	\$50.40	\$52.92	\$2.52	\$.21
Solid Waste	\$126.00	\$168.00	\$42.00	\$3.50
Motor Vehicle License	\$10.00	\$30.00	\$20.00	n/a
Total Annual Average Cost	\$505.84	\$574.68	\$68.84	\$4.07

Fiscal Impact: The chart below summarizes by fund the additional revenue that will be generated by the proposed FY 2016-17 fee changes:

Fund	Additional Revenue
General Fund	\$2,531,425
Stormwater Utility Fund	\$252,898
Water Resources Fund	\$473,206
US Cellular Center Fund	\$28,000

Attachment: Fees & Charges Detail Packet

Nature Center Subsidy Reductions

Goal - To reduce the Subsidy at the WNC Nature Center from \$899,391 to \$660,000 in year 1; \$525,000 in year 2 and \$350,000 in year 3

Year 1 - strategy		annual NC Budget \$ 1,376,484.00	
City Subsidy - \$899,391			
Target Subsidy \$660,000			
<i>Target Subsidy reduction \$239,391</i>			
<i>Action Step</i>	<i>Impact</i>		<i>% of NC budget subsidized by COA</i>
> Raise general admission fees per Attachment "A"	\$ 160,467.00		
> Group admission increase fees by \$1.95 per			
2014 group admission - 12,147 guests	\$ 23,686.00		
CURRENT Asheville resident - \$2.00			
non Asheville resident - \$3.00			
> Operational contribution from Friends of Nature Center	\$ 100,000.00		
Total	\$ 284,153.00		
City Subsidy	\$ 615,238.00		45%

Year 2 - strategy			
City Subsidy - \$615,238			
Target Subsidy \$525,000			
<i>Target Subsidy reduction \$90,238</i>			
<i>Action Step</i>	<i>Impact</i>		<i>% of NC budget subsidized by COA</i>
> 3rd party Concessionaire %	\$ 15,000.00		
based on \$1 per cap @ 15%			
> 3rd party Merchandise %	\$ 15,000.00		
based on \$1 per cap @ 15%			
> Program Fee Adjustment			
2014 - 935 participants			
\$10 across the board increase	\$ 9,350.00		
> Operational contribution from Friends of Nature Center			
up from \$100,000 to \$150,000	\$ 50,000.00		
Total	\$ 89,350.00		
City Subsidy	\$ 525,888.00		38%

Year 3 - strategy			
City Subsidy - \$525,888			
Target Subsidy \$350,000			
<i>Target Subsidy reduction \$175,000</i>			
<i>Action Step</i>	<i>Impact</i>		<i>% of NC budget subsidized by COA</i>
> Other Governmental Support @ 10% of operational bdg	\$ 138,000.00		
> Trackless Train (or other ride upcharge)			
based on \$.25 per cap at 50% share	\$ 12,000.00		
> Operational contribution from Friends of Nature Center			
up from \$150,000 to \$175,000	\$ 25,000.00		
Total	\$ 175,000.00		
City Subsidy	\$ 350,888.00		25%

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF ASHEVILLE
Which operates the
WESTERN NORTH CAROLINA NATURE CENTER
and the
FRIENDS OF THE WNC NATURE CENTER, INC.

Background Statement

This Agreement is made by and between the CITY OF ASHEVILLE, 70 Court Plaza, Asheville, North Carolina 28801, hereinafter referred to as "The City", which operates the Western North Carolina Nature Center, hereinafter referred as the "Nature Center", or "the Center" and the FRIENDS OF THE WNC NATURE CENTER, INC. 75 Gashes Creek Road, Asheville, North Carolina 28805, hereinafter referred to as "the Friends". The Friends is a North Carolina 501(c)(3) nonprofit corporation. The Nature Center is an operation of the City of Asheville. The purpose of this Agreement is to establish the respective roles of the Friends and the City, as the owner of the Nature Center, for the mutual benefit of creating a first class nature center and visitor experience.

Goal

The goal of this agreement is to enhance the cooperative relationship between the City and Friends by defining missions and duties for both entities. The City and Friends declare their mutual dedication and determination to make the Nature Center a first class nature center for employees and visitors of the Nature Center.

Agreement

In consideration of the mutual promises made in this Agreement and the mutual reliance placed by each party on the responsibilities of each party, and such other consideration as the parties agree is good and sufficient, it is agreed as follows:

1. LENGTH OF AGREEMENT AND FUNDING LEVELS

Length of Agreement: The term will be for 1 year with the option to renew (subject to mutual agreement between the parties) for two - 1 year periods.

Operating Funding levels provided by Friends to the City will be as follows:

- a. Year 1 (2015-2016) – Friends to provide 7% of operating budget to City (Cap of \$100,000)
- b. Year 2 (2016-2017) – Friends to provide 11% of operating budget to City (Cap of \$150,000)
- c. Year 3 – Friends to provide 13% of operating budget (Cap of \$175,000)

2. RELATIONSHIP BETWEEN THE CITY AND THE FRIENDS

The City is accountable by law to the citizens of Asheville, through Council for the development and operation of the Nature Center. That accountability cannot be further delegated in any way that would relieve the Nature Center of any fiscal or operational responsibility.

It will be the primary role and responsibility of the Friends, in association with the City, to assist in Nature Center development and raising funds for financing development, expansion, renovation, and operation of the Nature Center facilities, financing educational and conservation programs that support the mission of the Nature Center, and Nature Center marketing. Accordingly, the City shall invite the Friends to collaborate with the City, whether in meetings or other forums, in furtherance of these activities. Funds raised by the Friends to support the operations of the Nature Center shall be held by the Friends for use by the Friends in furtherance of the Friend's mission and remitted to the City according to the terms outlined in this MOU.

The Friends shall be responsible to the Friends' Board for fiscal accountability as a not-for-profit 501(c)(3) organization.

The Director of the Nature Center will be responsible for annually submitting through the City's Parks and Recreation Director a recommended operating and capital budget for the Nature Center in accordance with the City's annual budget process and timeline.

The Director of the Nature Center will be a non-voting ex-officio member of the Friends Board of Directors.

The City shall be invited to participate in any Friends deliberations or activities that relate to the Nature Center. The foregoing shall not be interpreted to prohibit the Friends Board of Directors or its Committees from meeting in closed session, without the participation of the Nature Center staff or other City representatives, if the Friends deem such closed session to be necessary or appropriate.

The City, which retains ownership of the membership program, will delegate and assign the Friends as the official membership and support organization for the Nature Center through this MOU. The Friends will be recognized as the official membership and support organization for the Nature Center as approved by City Council. This relationship shall not exclude the Nature Center from receiving assistance and funding from other groups and organizations.

3. COMMUNICATIONS

Since all parties to this Agreement are aware that it is to their mutual interest to be continually informed about the Nature Center's current plan of development, short and long range plans and yearly goals, the following provisions are agreed to in order to ensure communications and guarantee the free flow of information:

Each party agrees to adhere to a planning schedule that allows both parties to plan and develop work plans that support the Nature Center in conjunction with City operating and capital budgets. The City agrees to provide the Friends with the necessary written documentation of plans, goals and policies which enable the Friends to raise funds for development, expansion, renovation, and operation of Nature Center facilities, finance educational and conservation programs that support the mission of the Nature Center, and finance Nature Center marketing including, but not limited to: projects contained in strategic plan(s), habitat construction/renovation, provision of support facilities, plant and animal acquisition, and educational and conservation programs.

Quarterly Reports. Not less than each quarter, the City, through the Director of the Nature Center shall provide the Friends with a written current project/program plan, which the Friends may use for soliciting funds. If the Director of the Nature Center fails to provide the Friends with a project/program plan in a timely manner, the Friends will make reasonable follow-up efforts to obtain the information from the Director of the Nature Center. If the Friends have not been provided with a current project/program plan within two weeks of the end of the quarter, the Friends may contact the Director of the Parks and Recreation Department in writing to obtain the current project/program plan for the WNC Nature Center. Such information is necessary to assist the Friends in planning the focus and timing of its fund raising activities.

Quarterly financial reports will be provided by the Friends to the City through the Nature Center Director. These reports will aid budget decision-making and capital planning. Also quarterly, the Executive Director for the Friends', or his/her designee will provide the City (through the Nature Center Director) with written documentation regarding its plans, goals, and policies including but not limited to the projects and programs it wishes to support, the stated desires of contributors, and any restrictions or conditions of its financial support.

All Quarterly Reports are due to the Friends' Board and the City no later than the last day of the month following the end of a fiscal quarter.

Quarter 1: July 1-September 30	Reports due October 31
Quarter 2: October 1-December 31	Reports due January 31
Quarter 3: January 1-March 30	Reports due April 30
Quarter 4: April 1-June 30	Reports due July 31

The City report to the Friends will be a simple profit and loss report for the Nature Center Division of the Parks and Recreation Department. Examples of this report and a template for the Friends' report to the City are attached as an appendix to this document.

There are joint activities between Friends and the City, between the Nature Center and the private sector and the Friends and the private sector. There are overlapping areas of responsibilities that require ongoing dialogue between the City and the Friends. It is expected that the City and the Friends jointly establish adequate and open communication and cooperation to coordinate efforts and maximize results, including regularly scheduled meetings, not less frequently than monthly between the Friends Executive Director, a member of the Friends Executive Committee and the Director of the Nature Center.

The City shall endeavor to make available to the Friends, for potential donors or others, such information and data as may be reasonably required and is generally available about its plans for projects and activities at the Nature Center.

4. REVENUE ACTIVITIES

The Friends is authorized to raise funds in support of the City operation of the Nature Center. In addition to the amounts agreed to in Section 1, the Friends is allowed to contribute any dollar amount in support of the operations that the Friends' Board of Directors approves at its discretion.

The Friends and City desire to strengthen and enhance revenue opportunities at the Nature Center. The Friends will raise money for the Nature Center through, but not limited to:

- a) operation of the membership program as approved by City Council;
- b) solicitation of grants, donations, major gifts and sponsorships in coordination with the City of Asheville in order to ensure alignment with operational and capital plans; and
- c) marketing the Nature Center (see section 5)

Other fundraising activities and programs including, but not limited to, special events and capital projects must be approved by the Director of the Nature Center following the adoption of the annual budget by the City Council. The Nature Center Director shall communicate such budget (programs and capital projects) to the Friends by July 1.

Grants and sponsorships solicited by the Friends will be between the Friends and the granting/sponsoring agency only. The Friends will not act as an agent of the City in the establishment and compliance of grants in the name of the Nature Center or the City of Asheville.

Other than direct operating budget subsidy appropriations by the Friends to the City, donations by the Friends to the City for the Nature Center may be restricted or unrestricted according to the direction of donors. Any other restrictions must be mutually agreed upon by the Friends and the City. Any and all restrictions and compliance requirements shall be established in a written document attached to any funds or items transferred to the City from the Friends for the Nature Center including, without limitation, an estimated budget and proposed timetable, as appropriate. In the event that the City transfers the Nature Center to another agency or entity, any restrictions on any past, present, or future donations from the Friends before transfer will remain in effect as is stated in the original written documentation at said time of donation.

The City in conjunction with the Friends shall be responsible for assuring all revenue activities are carried out in a manner consistent with the Nature Center's mission and established City policies and procedures.

The Friends may not directly expend funds for Nature Center projects or any other Nature Center expenses. However, they may donate items to the City for use at the Nature Center following established City policies and procedures. Donations will be considered by the appropriate City authority depending upon the amount of the donation, pursuant to City policy and procedures for donation acceptance.

The City will use its best efforts to meet any timetable for a donation imposed by the Friends, dependent upon alignment with the City's long-term capital plan for the Center. Donations must be accompanied by mutually acceptable written donation documentation; more than one item may be addressed in the same donation documentation.

The Director of the Nature Center shall coordinate with the Friends on revenue activities for the Nature Center. The City and the Friends will work together and may share responsibility for activities that generate revenue for the Nature Center including but not limited to educational and outreach programming, and special events.

The Director may contract/partner with the Friends as desired to strengthen and enhance revenue opportunities at the Nature Center provided the relationship complies with all applicable laws, regulations and City policies and procedures. Current agreements are attached as an appendix to this document.

5. MARKETING/PROMOTIONAL ACTIVITIES

The Friends is responsible for marketing/promotional activities to generate awareness and revenue for the Nature Center that would include, but not be limited to admission fees, educational and outreach programming and special events.

The Friends shall coordinate all marketing/promotional activities on behalf of the Nature Center with the Director.

The Friends will promote revenue activities for the Nature Center through established means of promotional activities in cooperation with the City.

The logos of the City of Asheville, the Nature Center, and the Friends of the Nature Center shall be included on all marketing and promotional materials related to the Nature Center whenever practicable.

6. OWNERSHIP OF MATERIALS AND EXHIBITS

It is reaffirmed that all assets including but not limited to equipment, materials and exhibits at the Nature Center are the property of the City with exception of those materials or exhibits on loan to the Nature Center from other similar facilities within the Association for Zoos and Aquariums (AZA) and/or the Association for Science and Technological Centers (ASTC) membership organizations of which the Friends of the Nature Center is a part.

7. ACCESS TO THE CENTER

It is agreed that all Friends' employees, members, officers, and directors will have free admission to the public areas of the Nature Center during normal operating hours and to other areas of the Nature Center at the discretion of the City.

The City shall provide those who pay for memberships of the Friends with preferred benefits and services relative to the Nature Center which may include but not be limited to: discounts on classes/workshops/special events and priority registration for classes/workshops/special events. All preferred benefits and services provided to members shall be mutually agreed upon by the City and the Friends.

The City shall provide office space, utilities, and miscellaneous technical support to the Friends at a location as may be agreed upon and available at the City's discretion. This space will be used exclusively in the furtherance of the Friends' role as a support group for the Nature Center and shall not be used for any other purposes.

The Friends may make use of City facilities and services as available at the discretion of the City and upon approval by the City.

8. IMPLEMENTATION OF 2020VISION

It is anticipated that the Friends will use its funds to implement the 2020Vision Master Plan. The Friends shall proceed with fundraising for certain improvements in the Nature Center, as developed by the City and as outlined in the 2020Vision Master Plan.

The Friends of the WNC Nature Center will be invited to participate in aspects of projects at the Nature Center that are to be funded with financial support of the Friends. The Friends will designate a representative to serve on the specific project team and act as the Friends contact throughout the process. Aspects of projects include but are not limited to participation in the concept and design process and in the interview and selection of contractors. During the construction phase, any substantive design changes, as defined by alterations to the size, scope or quality of the project, to the original design, that are so perceived by both parties, will be reviewed by the Friends for input before any changes are implemented. The Nature Center Director will communicate proposed changes to the Friends representative for comment. If no comment from the Friends is received within two business days, the Nature Center Director will carry out the change in a good faith effort to keep the project on timeline.

9. TERMINATION

The Friends and/or the City may terminate this Agreement at any time by notice in writing at least ninety (90) days before the effective date of the termination. In the event that one party provides the other with such notice, the parties will meet promptly to discuss the reasons for the notice and try to resolve any issues related to the cause for the termination, if any.

In the event of termination, all property belonging to the City, on loan to, and/or occupied by the Friends will be immediately returned to the City and vacated by the Friends, and the Friends will cease operating the Membership Program.

10. AMENDMENT

The City and the Friends may, from time to time, require changes in the nature of the provisions of this Agreement. Such changes which are mutually agreed upon will be incorporated in written amendments to this Agreement.

11. BANKRUPTCY

The filing of a petition in bankruptcy or insolvency by or against the Friends shall terminate this Agreement at the option of the City.

12. RATIFICATION OF AGREEMENT

It is agreed that this Agreement shall be evaluated and approved by both parties annually, prior to June 1 of each year.

13. ASSIGNMENT OR OTHER TRANSFERS

The Friends shall not assign or transfer any interest in this Agreement.

14. GOVERNING LAW

This Agreement shall be construed under the statutes and laws of North Carolina.

15. COMPLIANCE WITH OTHER LAWS

It is agreed between the parties that the Friends will comply with and observe all Federal and State or local laws, or ordinances, codes, rules or regulations pertaining to this Agreement and performance thereof. Friends shall provide a Drug-Free Workplace during the performance of this Agreement.

16. CARE AND USE OF CITY PROPERTY BY FRIENDS

The Friends agrees that it will be responsible for the proper custody and care of any City-owned property furnished to it for the use in connection with the provisions of this Agreement and will reimburse the City for its loss or damage.

17. AUTHORITY

The Parks and Recreation Director, under whose supervision the Nature Center is assigned, or his/her appointed representative shall have authority to act on behalf of the City and shall be the interpreter of the requirements of this Agreement on behalf of the City. The First point of contact for the Friends shall be the Director of the Nature Center.

18. INDEMNIFICATION

The Friends shall indemnify and hold harmless the City from and against any and all liability for personal injury and property damage arising out of or resulting from the negligent acts or omissions of the Friends, its employees, its volunteers for Friends' events and activities, and/or its agents, in the performance of this Agreement.

19. INSURANCE

The Friends shall furnish to the City a certificate of insurance for general liability insurance, with the City named as an additional insured, where applicable and when requested by the City. In the event of cancellation, substantial changes or nonrenewal, the Friends and its insurance carrier shall give the City at least thirty (30) days prior written notice.

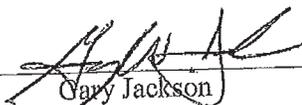
20. FRIENDS EMPLOYEES

Employees of the Friends shall not be deemed to be employees of the City. Friends will supervise its employees and will disburse all payrolls, taxes, licenses, insurances, uniforms and all other expenses incurred by Friends in the performance of this Agreement.

CITY OF ASHEVILLE

FRIENDS OF THE WNC NATURE
CENTER, INC.

BY: _____


Gary Jackson

BY: _____


Matt Kern

TITLE: CITY MANAGER

TITLE: PRESIDENT

DATE: _____

6-11-15

DATE: _____

5/26/15

Aston Park Tennis Center Passholder Rate Proposal -- 3-year step up pricing

Passholder type	Current Price	Step up Price Year 1	Step up Price Year 2	Step up Price Year 3
Resident - Individual	\$ 160	\$ 250	\$ 375	\$ 500
Resident - Senior	\$ 130	\$ 220	\$ 310	\$ 400
Resident - Family	\$ 200	\$ 400	\$ 600	\$ 750
Resident - Senior Family	\$ 160	\$ 300	\$ 450	\$ 650
Non-resident - Individual	\$ 200	\$ 325	\$ 475	\$ 650
Non-resident - Senior	\$ 170			
Non-resident - Family	\$ 240	\$ 500	\$ 750	\$ 1,000
Non-resident - Senior Family	\$ 200			

Aston Park Tennis Center Daily Court Fee Rates

Daily court fee	Current rate	Year 1	Year 2	Year 3
Resident	\$ 5	\$ 9	\$ 12	\$ 15
Non-resident	\$ 7	\$ 12	\$ 15	\$ 20



MEMORANDUM

TO: McCray Coates
Cathy Ball

FROM: Joel Storrow *JLS*
Dennie Martin

DATE: March 21, 2014

RE: Stormwater Utility Financial Analysis

BACKGROUND

The City of Asheville endured its wettest year on record in 2013. The rainfall was especially heavy during the summer months, resulting in flooding in low lying areas and landslides along the steeper mountain slopes. Private property damage was extensive in some cases, causing owners to request that the City take a more proactive approach to mitigate future impacts. In response to these citizen concerns, a public forum was held on November 20, 2013 to solicit feedback on planning, stormwater and other related services which the City provides. Much of the input centered on a desire for the City to ramp up stormwater maintenance activities and increase capital investment in stormwater infrastructure. Such services are provided by the City's Stormwater Services Division and paid for by fees and charges generated through the City's stormwater utility enterprise fund.

Launched in 2005, the City Stormwater Utility Fund was established to address two (2) fundamental objectives:

1. Compliance with a Federal mandate requiring communities of a certain size to address the quantity and quality of stormwater discharged to surface waters.
2. Provide a source of revenue to upgrade City-owned stormwater infrastructure in the interest of the safety and welfare of the public.

The utility was created after an extensive stakeholders' process, which recommended an initial charge of \$2.34 per month for a typical residential single-family household. Multi-family residential, commercial, industrial and institutional properties were assessed a higher fee based upon their relative amount of impervious area, which generates the stormwater runoff.

In order to address the citizen concerns from the 2013 rain events and best sustain the stormwater program going forward, the City engaged engineering consultant McGill Associates and financial consultant Martin-McGill to conduct a financial analysis to recommend alternatives for increasing revenue to meet these maintenance and capital investment objectives.

THE FUTURE STORMWATER PROGRAM

The initial 2005 Equivalent Residential Unit (ERU) rate was established at \$2.34 per month based on the average single-family residential impervious area of 2,442 square feet. This supported a minimal program calculated in large part to fund new stormwater initiatives, rather than to replace established operational function housed in the Public Works Department. The initial rate remains in effect and does not now sustain the present day program. The current program budget is \$3.65 million, summarized as follows:

• Total operating expenditures	\$ 2,913,323
• Debt service	94,400
• Capital outlay (from the draft Capital Improvements Plan)	641,000
<hr/>	
Total 2014 Budget	\$ 3,648,723

The current stormwater program is focused on the following objectives:

- Maintaining compliance with the six minimum measures mandated in the City's stormwater National Pollution Discharge Elimination System (NPDES) permit.
- Implementing smaller scale capital improvement projects.
- Managing two crews that perform specific maintenance functions, such as cleaning catch basins, storm drains and culverts, including some construction activities.
- Minimal planning activities.

The original financial analysis prepared for the stormwater program in 2005 recommended gradual increases in the ERU rate, which would have progressed to a current rate of approximately \$3.15 per month. However, the 2008 recession and other factors worked to prevent the initial financial strategy from being implemented. Further, several internal operational changes in the program would have probably necessitated that the rate would have accelerated beyond what was anticipated in 2005.

Most other larger municipalities in North Carolina have a stormwater utility enterprise fund. These stormwater programs are based on widely varying objectives; however, all these programs must comply with the minimum measures prescribed in their respective NPDES permits. Asheville's ERU rate falls on the low end of comparable municipalities:

The Fiscal Year 2015, beginning July 1, 2014, is recommended as a transitional year for the City's stormwater program. McGill Associates, Martin-McGill and City staff have prepared a draft Capital Improvements Plan (CIP) and an updated financial analysis which recognize the following programmatic and fiscal changes, which would begin the process of moving the program from a status-quo mode toward a more community responsive and pro-active program. These modifications are summarized as follows:

- A proposed budget that fully complies with City's general fund charges guidelines.
- The addition of two (2) key staff positions to ramp up stormwater maintenance and enable City crews to undertake more capital improvements, in accordance with recent City Council directives.
- Initiate a strategic system-wide modeling project to simulate stormwater flow characteristics and inventory stormwater infrastructure as the essential basis for future capital planning.
- Capitalize local stormwater improvements, including:
 - Biltmore Avenue Bridge flood mitigation project
 - Town Branch stormwater improvements
 - Replace or add equipment / vehicles to support key program enhancements
 - Implement other stormwater capital improvements as priorities are identified and resources are available

This conceptual 2015 budget represents the first step in transitioning the stormwater program toward a status that would enable the City to manage compounding issues related to changes in the community and the climate. The present challenge is to determine a correct strategic program direction for the Asheville of the future. Three (3) alternative program directions were identified by the consultants and the City's staff:

1. Continue a **minimal program** to sustain operational levels attained in the proposed FY 2015 budget.
2. A **strategic program** that would accomplish overdue planning objectives and undertake a measured plan for implementing identified local capital improvements.
3. A **visionary program** of capital improvements that would enable the City to address major future community needs.

Each of these alternative program directions would necessitate an ERU rate increase above the current \$2.34.

A major shortcoming in the current program is the absence of a proactive stormwater planning element. The program start-up in 2005 began a well-conceived program of planning, beginning with two strategic watershed projects in the Chunn's Cove (Ross Creek) and southern Hendersonville Road (Dingle Creek) areas. However, the financial resources proved inadequate to continue this level of watershed planning with the ERU rate remaining unchanged. Therefore, no comparable planning initiatives have been undertaken since, except for the important Swannanoa Flood Risk Management Study, of which Lake Craig and Biltmore Avenue Bridge mitigation measures are keystone projects. Developing the research and stormwater modeling to support watershed strategic planning and capital projects development is essential to the continued success of the program. Each of the above summarized program direction options would be accompanied by essential planning elements and related capital improvement plans.

A summary of the key features of each of the three (3) alternative program directions follows:

1. **Minimal sustainable program:**
 - Maintain the program at fiscal year 2015 objectives.
 - Conduct essential watershed planning and formulate a 10-year CIP that is based on current levels of capital investment.
 - ERU rate at \$3.20 in FY 2015, ranging to \$4.53 in FY 2024.
 - A summary of the financial analysis and related CIP is presented in Appendix A.

2. Strategic program of capital improvements:

- Conduct strategic research and planning and formulate a 10-year CIP that implements key capital improvements with demonstrated local benefits.
- ERU rate at \$3.50 in FY 2015, ranging to \$5.50 in FY 2024.
- A summary of the financial analysis and related CIP is presented in Appendix B.

3. Visionary program of capital improvements:

- Conduct strategic research and planning and formulate a 10-year CIP that implements projects having local and community-wide benefits.
- ERU rate at \$4.00 in FY 2015, ranging to \$6.00 in FY 2014.
- A summary of the financial analysis and related CIP is presented in Appendix C.

McGill Associates and Martin-McGill fully understand the enormous fiscal issues that must be managed by local government. Further, we believe that continuing with a minimal program direction may result in larger and more complex future stormwater problems, without the fundamental knowledge and planning to cope with such problems. Therefore, it is our recommendation that the future direction for the program be approached incrementally, with **Alternative 2 - Strategic Program of Capital Improvements** being adopted in the FY 2015 year of transition. As the City achieves its fundamental planning objectives, the Community will then be better equipped to understand how better to invest future capital and attain a more enlightened vision of the most appropriate program path to pursue.

SUMMARY

The present stormwater program is faced with two key issues:

1. Increased cost to sustain the current program.
2. The growing need to plan and invest in a future program that addresses new demands on the City, such as the challenges brought on by the 2013 rainfall events.

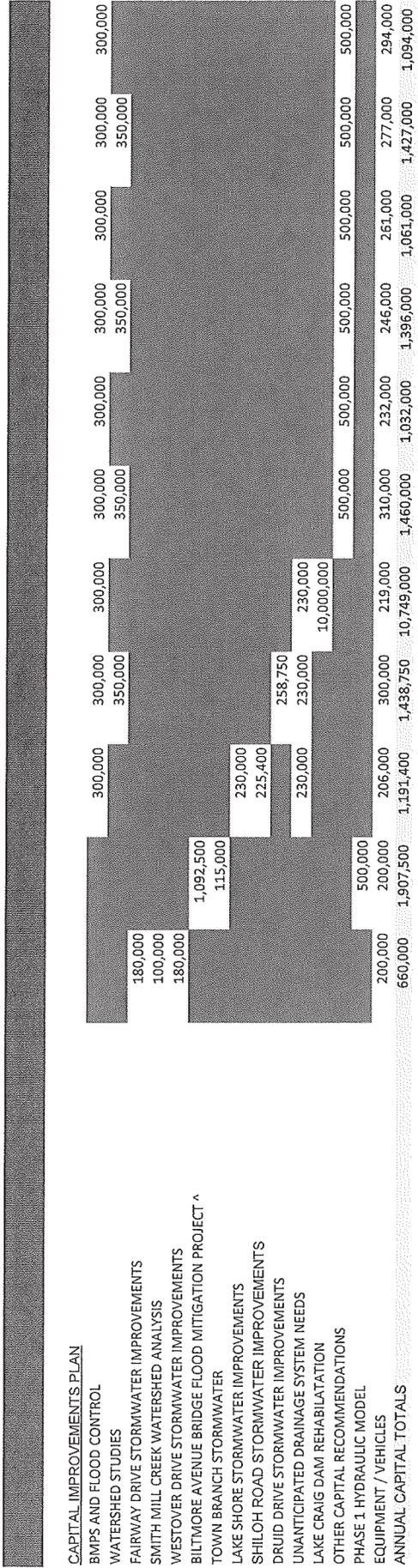
Asheville has a very complex stormwater physiography. Increased rates, densities and complexity of development have dramatically accelerated future stormwater management issues. The correct strategic direction for the City's stormwater program must find the appropriate balance among the many relevant stormwater issues that face the community. Recent events have pointed to the need to step-up the program to address new challenges raised by these changing environmental conditions. Following a "business-as-usual" path is not a prudent approach. The program should be re-energized with a new direction and fresh policy directives.

McCray Coates and Cathy Ball
Stormwater Utility Financial Analysis Memorandum
March 21, 2014
Page 6

A new more assertive direction for the City's stormwater program is warranted. Fiscal Year 2015 should be viewed as a transitional year when a new vision for this program is implemented that equips the Community to manage future issues. The stormwater utility provides the means to secure the financial resources to manage needed changes in the program. The Community has demonstrated its support for more action to prevent crises and better manage this essential City infrastructure.

**CITY OF ASHEVILLE - STORMWATER FUND
FINANCIAL ANALYSIS SUMMARY
MINIMAL SUSTAINABLE PROGRAM, ERU FEES RANGING FROM \$3.20 TO \$4.53**

ESTIMATE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
STORMWATER REVENUE INCREASE										
STORMWATER FEE	\$3.20	\$3.20	\$3.74	\$3.74	\$3.74	\$4.12	\$4.12	\$4.12	\$4.53	\$4.53
TOTAL REVENUE FROM FEES	\$4,037,456	\$4,077,320	\$4,775,199	\$4,824,391	\$4,874,035	\$5,387,749	\$5,443,967	\$5,498,696	\$6,081,638	\$6,142,684
NEW DEBT SERVICE	\$0	\$100,954	\$201,908	\$440,926	\$679,943	\$679,943	\$679,943	\$871,157	\$1,062,371	\$1,062,371
CAPITAL OUTLAY	\$1,450,000	\$206,000	\$650,000	\$4,219,000	\$660,000	\$232,000	\$596,000	\$261,000	\$627,000	\$294,000
OPERATING COSTS	\$3,529,342	\$3,620,673	\$3,714,743	\$3,811,635	\$3,911,434	\$4,029,227	\$4,135,104	\$4,244,157	\$4,356,482	\$4,472,176
NET INCOME	-\$568,762	-\$283,087	\$124,548	\$352,831	-\$377,342	\$446,579	\$32,920	\$122,382	\$35,785	\$314,137
UNRESTRICTED CASH AND INVESTMENTS	\$803,071	\$519,984	\$582,478	\$1,059,857	\$682,515	\$1,129,094	\$1,462,013	\$1,284,396	\$1,320,180	\$1,634,317
UNRESTRICTED CASH AND INVESTMENTS / TOTAL EXPENDITURES	21%	10%	15%	13%	13%	23%	21%	24%	22%	28%



ESTIMATE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
CAPITAL IMPROVEMENTS PLAN										
BMPs AND FLOOD CONTROL	180,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
WATERSHED STUDIES	100,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000
FAIRWAY DRIVE STORMWATER IMPROVEMENTS	180,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
SMITH MILL CREEK WATERSHED ANALYSIS	1,092,500	230,000	230,000	230,000	230,000	230,000	230,000	230,000	230,000	230,000
WESTOVER DRIVE STORMWATER IMPROVEMENTS	115,000	225,400	225,400	225,400	225,400	225,400	225,400	225,400	225,400	225,400
BILTMORE AVENUE BRIDGE FLOOD MITIGATION PROJECT ^	230,000	230,000	230,000	230,000	230,000	230,000	230,000	230,000	230,000	230,000
TOWN BRANCH STORMWATER	500,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000
LAKE SHORE STORMWATER IMPROVEMENTS	200,000	206,000	300,000	219,000	310,000	232,000	246,000	261,000	277,000	294,000
SHILOH ROAD STORMWATER IMPROVEMENTS	660,000	1,191,400	1,438,750	10,749,000	1,460,000	1,032,000	1,396,000	1,061,000	1,427,000	1,094,000
DRUID DRIVE STORMWATER IMPROVEMENTS										
UNANTICIPATED DRAINAGE SYSTEM NEEDS										
LAKE CRAIG DAM REHABILITATION										
OTHER CAPITAL RECOMMENDATIONS										
PHASE 1 HYDRAULIC MODEL										
EQUIPMENT / VEHICLES										
ANNUAL CAPITAL TOTALS	660,000	1,907,500	1,438,750	10,749,000	1,460,000	1,032,000	1,396,000	1,061,000	1,427,000	1,094,000

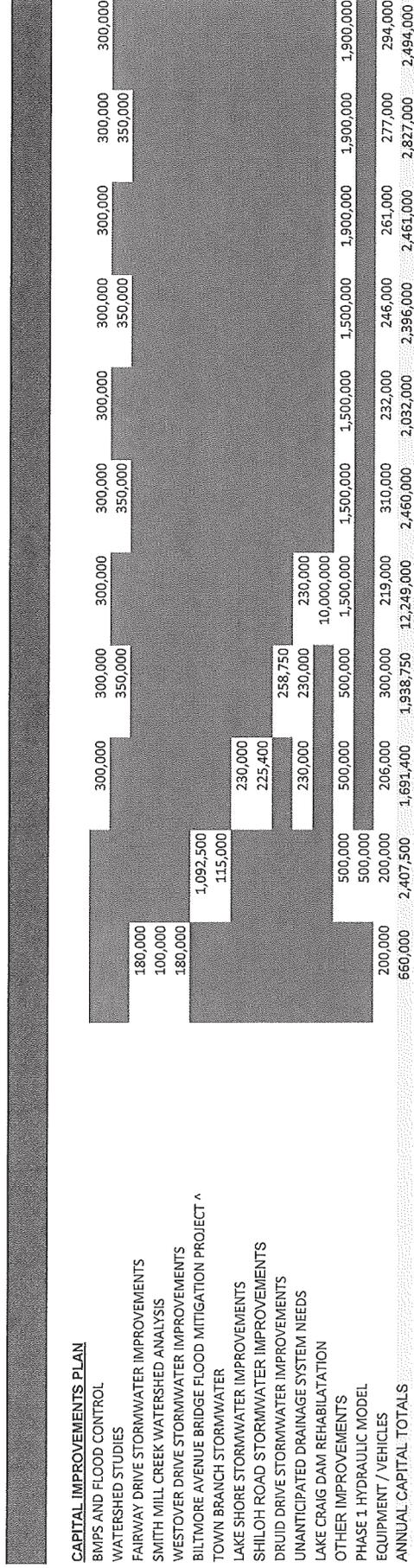
**CITY OF ASHEVILLE - STORMWATER FUND
FINANCIAL ANALYSIS SUMMARY
STRATEGIC PROGRAM, ERU FEES RANGING FROM \$3.50 - \$5.50**

ESTIMATE	YEAR 1 2014	YEAR 2 2015	YEAR 3 2017	YEAR 4 2018	YEAR 5 2019	YEAR 6 2020	YEAR 7 2021	YEAR 8 2022	YEAR 9 2023	YEAR 10 2024
STORMWATER REVENUE INCREASE										
STORMWATER FEE	\$2.34	\$3.50	\$3.87	\$4.07	\$4.28	\$4.50	\$4.73	\$4.97	\$5.23	\$5.50
TOTAL REVENUE FROM FEES	\$2,992,723	\$4,392,003	\$4,928,155	\$5,220,165	\$5,533,180	\$5,862,319	\$6,214,767	\$6,585,788	\$6,980,718	\$7,399,983
NEW DEBT SERVICE	\$0	\$0	\$201,908	\$440,926	\$679,943	\$679,943	\$679,943	\$751,648	\$823,354	\$823,354
CAPITAL OUTLAY	\$660,000	\$1,850,000	\$1,050,000	\$4,619,000	\$1,060,000	\$632,000	\$1,796,000	\$1,461,000	\$1,827,000	\$1,494,000
OPERATING COSTS	\$3,033,085	\$3,529,342	\$3,714,743	\$3,811,635	\$3,911,434	\$4,029,227	\$4,135,104	\$4,244,157	\$4,356,482	\$4,472,176
NET INCOME	-\$568,762	-\$328,539	-\$122,496	\$948,604	-\$118,197	\$521,148	-\$396,280	\$128,982	-\$26,117	\$610,453
UNRESTRICTED CASH AND INVESTMENTS	\$803,071	\$474,532	\$588,308	\$936,912	\$818,715	\$1,339,864	\$943,584	\$1,072,566	\$1,046,449	\$1,656,902
UNRESTRICTED CASH AND INVESTMENTS / TOTAL EXPENDITURES	21%	9%	12%	11%	14%	25%	14%	17%	15%	24%

	2014	2015	2017	2018	2019	2020	2021	2022	2023	2024
CAPITAL IMPROVEMENTS PLAN										
BMPs AND FLOOD CONTROL	180,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
WATERSHED STUDIES	100,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000
FAIRWAY DRIVE STORMWATER IMPROVEMENTS										
SMITH MILL CREEK WATERSHED ANALYSIS										
WESTOVER DRIVE STORMWATER IMPROVEMENTS										
BILTMORE AVENUE BRIDGE FLOOD MITIGATION PROJECT ^										
TOWN BRANCH STORMWATER	1,092,500	250,000	258,750	230,000	230,000	230,000	230,000	230,000	230,000	230,000
LAKE SHORE STORMWATER IMPROVEMENTS	115,000	225,400	230,000	230,000	230,000	230,000	230,000	230,000	230,000	230,000
SHILOH ROAD STORMWATER IMPROVEMENTS										
DRUID DRIVE STORMWATER IMPROVEMENTS										
UNANTICIPATED DRAINAGE SYSTEM NEEDS										
LAKE CRAIG DAM REHABILITATION										
OTHER IMPROVEMENTS	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
PHASE 1 HYDRAULIC MODEL	500,000	206,000	300,000	219,000	310,000	232,000	246,000	261,000	277,000	294,000
EQUIPMENT / VEHICLES	200,000	200,000	1,838,750	11,149,000	1,360,000	932,000	2,096,000	1,761,000	2,127,000	1,794,000
ANNUAL CAPITAL TOTALS	660,000	2,307,500	1,591,400	11,149,000	1,360,000	932,000	2,096,000	1,761,000	2,127,000	1,794,000

**CITY OF ASHEVILLE - STORMWATER FUND
FINANCIAL ANALYSIS SUMMARY
VISIONARY PROGRAM, ERU FEES RANGING FROM \$4.00 TO \$6.00**

ESTIMATE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
STORMWATER REVENUE INCREASE										
STORMWATER FEE	\$2.34	\$4.00	\$4.38	\$4.58	\$4.79	\$5.01	\$5.24	\$5.48	\$5.73	\$6.00
TOTAL REVENUE FROM FEES	\$2,992,723.00	\$4,987,532	\$5,547,480	\$5,849,855	\$6,168,281	\$6,502,411	\$6,857,349	\$7,232,158	\$7,627,959	\$8,045,938
NEW DEBT SERVICE	\$0	\$0	\$201,908	\$440,826	\$679,943	\$679,943	\$679,943	\$751,648	\$823,354	\$823,354
CAPITAL OUTLAY	\$660,000	\$1,950,000	\$706,000	\$5,719,000	\$2,160,000	\$1,732,000	\$2,096,000	\$2,161,000	\$2,527,000	\$2,194,000
OPERATING COSTS	\$3,033,085	\$3,529,342	\$3,620,673	\$3,811,635	\$3,911,434	\$4,029,227	\$4,135,104	\$4,244,157	\$4,356,482	\$4,472,176
NET INCOME	-\$568,762	\$166,990	\$744,130	-\$121,606	-\$583,096	\$61,241	-\$53,698	\$75,353	-\$78,876	\$556,408
UNRESTRICTED CASH AND INVESTMENTS	\$803,071	\$970,061	\$2,111,020	\$1,989,414	\$1,406,318	\$1,467,559	\$1,413,861	\$1,489,214	\$1,410,338	\$1,966,747
UNRESTRICTED CASH AND INVESTMENTS / TOTAL EXPENDITURES	21%	17%	41%	20%	21%	23%	20%	21%	18%	26%



ESTIMATE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
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ESTIMATE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
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NEW DEBT SERVICE	\$0	\$0	\$201,908	\$440,826	\$679,943	\$679,943	\$679,943	\$751,648	\$823,354	\$823,354
CAPITAL OUTLAY	\$660,000	\$1,950,000	\$706,000	\$5,719,000	\$2,160,000	\$1,732,000	\$2,096,000	\$2,161,000	\$2,527,000	\$2,194,000
OPERATING COSTS	\$3,033,085	\$3,529,342	\$3,620,673	\$3,811,635	\$3,911,434	\$4,029,227	\$4,135,104	\$4,244,157	\$4,356,482	\$4,472,176
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UNRESTRICTED CASH AND INVESTMENTS / TOTAL EXPENDITURES	21%	17%	41%	20%	21%	23%	20%	21%	18%	26%

CAPITAL IMPROVEMENTS PLAN

BMPs AND FLOOD CONTROL

WATERSHED STUDIES

FAIRWAY DRIVE STORMWATER IMPROVEMENTS

SMITH MILL CREEK WATERSHED ANALYSIS

WESTOVER DRIVE STORMWATER IMPROVEMENTS

BILTMORE AVENUE BRIDGE FLOOD MITIGATION PROJECT ^

TOWN BRANCH STORMWATER

LAKE SHORE STORMWATER IMPROVEMENTS

SHILOH ROAD STORMWATER IMPROVEMENTS

DRUID DRIVE STORMWATER IMPROVEMENTS

UNANTICIPATED DRAINAGE SYSTEM NEEDS

LAKE CRAIG DAM REHABILITATION

OTHER IMPROVEMENTS

PHASE 1 HYDRAULIC MODEL

EQUIPMENT / VEHICLES

ANNUAL CAPITAL TOTALS

ATTACHMENT C: US CELLULAR CENTER PROPOSED FEE CHANGES

<u>Revenue Name:</u>	<u>Arena Reset Fees</u>
Current Fee:	Remove Bleachers: \$1,000.00 per event for shows grossing less than \$35,000.00 in ticket sales.
Proposed Fee:	Remove ADA Section: \$2,500.00 per event for shows grossing less than \$35,000.00 in ticket sales.
<u>Revenue Name:</u>	<u>Sale Materials & Services -- Novelty Sales</u>
Current Fee:	25% of gross sales
Proposed Fee:	30% of gross sales or as Negotiated
<u>Revenue Name:</u>	<u>Rent-Building, Equip. & Staff</u>
Current Fee:	I. Facility Rental Rates
1. Arena	<p>Ticketed Events: \$2,750.00 versus 10% of Gross Ticket Sales net of related taxes. (Gross is actual gross less 3% North Carolina Amusement Tax and a 2% City Surcharge). Tickets must be sold by US Cellular Center Box Office.</p> <p>a. All Other Events: \$2,750.00 per day. (Day defined as 8:00 am to 12:00 midnight, each hour after midnight charges at \$50/hour).</p> <p>b. Ticketed Events: \$1,350.00 versus 10% of Gross Ticket Sales net of related taxes. (Gross is actual gross less 3% North Carolina Amusement Tax and a 2% City Surcharge). Tickets must be sold by US Cellular Center Box Office.</p> <p>a. All Other Events: \$1,350.00 per day. Not to exceed 8 hours of occupancy. Additional time is \$100.00 per hour.</p>
2. Thomas Wolfe Auditorium	<p>Ticketed Events: \$1,000.00 versus 10% of Gross Ticket Sales net of related taxes. (Gross is actual gross less 3% North Carolina Amusement Tax and a 2% City Surcharge). Tickets must be sold by US Cellular Center Box Office.</p> <p>a. All Other Events: \$1,000.00 per day. (Day defined as 8:00 am to 12:00 midnight, each hour after midnight charges at \$25/hour).</p> <p>b. \$500.00 rental. For all hours outside standard business hours (defined as 8:00 am to 5:00 pm Monday through Friday) an additional fee of \$25.00/hour will be charged.</p>
3. Exhibit Hall	<p>a. \$500.00 rental. Rental of the new lobby area of the US Cellular Center for receptions, luncheons and dinner events.</p> <p>b. \$100.00 rental for each 8 hour period per day. Additional hours at \$15.00 each. Time after 12 AM is \$100.00 each hour.</p>
4. Banquet Hall	<p>a. Monday to Wednesday: Half the regular "All Other Events" fee for up to 8 hours of use. Additional time charged regular per hour fee quoted above.</p> <p>b. Thursday to Sunday: The regular "All Other Events" fee for an 8 hour period. Additional time charged at regular per hour fee quoted above.</p>
5. Lobby Rental	
6. Meeting Rooms 1 to 12	
7. Move In/Move Out/Rehearsal or Dark Day Fees	
Proposed Fee:	Ticketed Events: \$3,500.00 versus 10% of Gross Ticket Sales net of related taxes or as negotiated (Gross is actual gross less 7% North Carolina sales Tax and a 2% City Surcharge). Tickets must be sold by US Cellular Center Box Office.
1. Arena	<p>a. All Other Events: \$3,500 per day or as negotiated. (Day defined as 8:00 am to 12:00 midnight, each hour after midnight charges at \$50/hour).</p> <p>b. Non-Permitted outside food & beverage fee: \$1,200. to be charged if and only if a renting client allows un-approved outside food & beverage to enter the facility.</p> <p>c. Ticketed Events: \$1,500.00 versus 10% of Gross Ticket Sales net of related taxes or as negotiated (Gross is actual gross less 7% North Carolina sales Tax and a 2% City Surcharge). Tickets must be sold by US Cellular Center Box Office.</p>
2. Thomas Wolfe Auditorium	

ATTACHMENT C: US CELLULAR CENTER PROPOSED FEE CHANGES

- b. All Other Events: \$1,500.00 per day. Day defined at 8:00 am to 12:00 midnight, each hour after midnight charges at \$50/hr
- c. Non-Permitted outside food & beverage fee: \$500. to be charged if and only if a renting client allows un-approved outside food & beverage to enter the facility.
- a. Ticketed Events: \$1,000.00 versus 10% of Gross Ticket Sales net of related taxes. (Gross is actual gross less 7% North Carolina sales Tax and a 2% City Surcharge). Tickets
All Other Events: \$1,000.00 per day. (Day defined as 8:00 am to 12:00 midnight, each hour after midnight charges at \$25/hour).
- b. Non-Permitted outside food & beverage fee: \$500. To be charged if and only if a renting client allows un-approved outside food & beverage to enter the facility
- a. \$1,500 rental .. Rent to include; tables, chairs, all necessary staffing, all in house A/V equipment. Rent NOT to include; Table covers/skirts, food & beverage, additional outside rental AV equipment, ticketing services if requested, an item not listed under 'rent to include'
- b. \$500 rental .. Rent to include; tables, chairs, all necessary staffing, all in house A/V equipment. Rent NOT to include; Table covers/skirts, food & beverage, additional outside rental AV equipment, ticketing services if requested, an item not listed under 'rent to include'
- a. \$1,500 rental. Rent to include; tables, chairs, all necessary staffing, all in house A/V equipment. Rent NOT to include; Table covers/skirts, food & beverage, additional outside rental AV equipment, ticketing services if requested, an item not listed under 'rent to include'
- a. \$1,000 rental. Rent to include; tables, chairs, all necessary staffing, all in house A/V equipment. Rent NOT to include; Table covers/skirts, food & beverage, additional outside rental AV equipment, ticketing services if requested, an item not listed under 'rent to include'

- a. REMOVE
- b. REMOVE

Staff Reimbursement

Proposed Fee, FY 2016-17:

City Police Officers	\$33.00/hr
City Police Officer Supervisors	\$36.00/hr
Coordinator	\$25.00/hr
Crew Leader	no charge
Custodial	\$16.00/hr
Door Guards	\$14.50/hr
Electrician	\$25.00/hr
EMT (Emergency Medical Technician)	\$22.00/hr
Equipment Operator	\$22.00/hr
Fire Watch (AFD Personnel)	\$48.00/hr
Fire Watch (Contractor Personnel)	\$25.00/hr
Labor Crew Supervisor	\$20.00/hr
Laborer	\$16.00/hr
Receptionist	no charge
T-shirt Security	\$16.50/hr
T-shirt Security Supervisor	\$18.50/hr
T-Shirt Security Overnight	\$18.50/hr
Ticket Seller	\$14.50/hr
Ticket Takers	\$14.50/hr
Ushers	\$14.50/hr

3. Exhibit Hall

4. Banquet Hall

5. Lobby Rental

6. Meeting Rooms 1 to 12

7. Move In/Move Out/Rehearsal or Dark Day Fees

Revenue Name:

Current Fee, FY 2015-16:

1. Staff Reimbursement:

Minimum 4 hour calls apply.

City Police Officers	\$30.00/hour
City Police Officer	\$35.00/hour
Supervisors	\$20.00/hour
Coordinator	\$20.00/hour
Crew Leader	\$12.00/hour
Door Guards	\$25.00/hour
Electrician	\$20.00/hour
EMT (Emergency Medical Technician)	\$20.00/hour
Equipment Operator	\$25.00/hour
Fire Watch	\$20.00/hour
Labor Crew Supervisor	\$20.00/hour
Laborer	\$11.00/hour
Receptionist	\$11.00/hour
Ticket Seller	\$12.00/hour
Ticket Takers	\$12.00/hour
Ushers	\$12.00/hour

Equipment Rentals

Revenue Name:		
2. Equipment: as available schedule.	\$600.00/day	
Basketball Floor	\$ 0.75/each	
Chairs	\$ 100.00/each/day	
Follow Spots (Super Troupers)		
Forklift (without operator)	\$15.00/hour	
(i) By the hour	\$100.00/day	
(ii) By the day		
Forklift (with operator)	\$40.00/hour	
(i) By the hour	\$10.00/day	
Lectern	\$15.00/each	
Microphone (1 supplied no charge)	\$0.25/each	
Photo Copies		
Piano (Tuning not included)	\$50.00	
(i) Upright	\$500.00	
(ii) Steinway Concert Grand (auditorium only)		
(iii) Baldwin Grand (arena only)	\$300.00	
Pipe & Drape (Blue)	\$20.00 per show	
(i) Exhibit Booth (8'x10' or 10'x10')	\$1.00/running ft.	
(ii) Perimeter Drape	\$15.00/each	
Staging/Risers/Steps (4'x8' sections)	\$7.00/each	
Tables (8'x30" rectangular or 60" round)	\$10.00/each	
(i) Cloths for above (linen)	\$3.00/each	
(ii) Paper Covers	\$12.00/each	
(iii) Skirting for tables	\$50.00/day	
Washer/Dryer Rental		
Towels	\$2.00/each	
(i) Hand Towels	\$4.00/each	
(ii) Bath Towels	\$30.00/day	
Iron & Ironing Board	\$2-1st page/\$1 addtl. pages	
Fax Transmittal/Receive	\$300.00/day	
Orchestra Shell	\$100.00	
Sound System	\$30.00/each	
(i) Wireless Microphones	\$50.00/each	
(ii) TV/VCR/DVR & PROJECTOR		
(iii) Easel	\$10.00 each	
Proposed Fee:		
2. Equipment: as available schedule.		
Basketball Floor	\$600.00/day	
Chairs	\$ 0.75/each	

Forklift (without operator)	
(i) By the hour	REMOVE
(ii) By the day	\$150/day
Forklift (with operator)	REMOVE
Bike Rack Barricades	\$10.00/each
Cable Trays	\$5.00/each
Dumpster (if additional containers are needed)	Quoted based on event needs
Easel	\$10.00 each
Exhibit Booth: P&D Only	\$20.00/booth/show
Exhibit Booth: P&D, Table, Chairs	\$30.00/booth/show
Exhibit Booth: P&D, Table, Chairs, Cover & Skirt	\$52.00/booth/show
Fax Transmittal/Receive	\$2-1st page/\$1 addtl. pages
Follow Spots (Super Troupers)	\$ 100.00/each/day
Forklift (operator additional cost)	\$150/DAY
Iron & Ironing Board	\$30.00/day
Lectern	\$10.00/day
Microphone hard wired	\$15.00/each
Orchestra Shell	\$300.00/day
Photo Copies	\$0.25/each
Piano (Tuning not included)	
Piano Baldwin Grand (arena only)	\$300.00
Piano Steinway Concert Grand (auditorium only)	\$500.00
Piano upright	\$50.00
Pipe & Drape (Blue & Black Available)	\$1.00/running ft.
Sound System	\$100.00
Staging/Risers/Steps (4'x8' sections)	\$15.00/each
Table Cloths	\$10.00/each
Table Skirts	\$15.00/each
Tables (8'x30" rectangular or 60" round)	\$7.00/each
Theater Curtain Set up	\$250/each
Towels Bath	\$4.00/each
Towels Hand	\$2.00/each
Washer/Dryer Rental	\$50.00/day
Wireless Microphones	\$30.00/each

Utility Rates

Revenue Name:
 Current Fee:
 Wireless Internet Hook up
 Proposed Fee:
 \$150 hookup fee includes first day use, each additional day charged at \$50/day

ATTACHMENT C: US CELLULAR CENTER PROPOSED FEE CHANGES

Wireless Internet Hook up \$200 hookup fee includes first day use, each additional day charged at \$50/day

Revenue Name: Sales Materials & Services -

Current Fee:

\$200.00 vs. 3% of net gross.

Proposed Fee:

Arena: \$300 vs 3% of net gross, whichever is greater

Thomas Wolfe: \$250 vs 3% of net gross, whichever is greater

All other spaces: \$250 vs 3% of net gross, whichever is greater

Revenue Name: Sales Materials & Services -

Current Fee:

\$1.50 per ticket by the phone.

Proposed Fee:

\$2.50 per ticket processed over phone

\$2.50 per ticket for internal purchase requests