



CITY OF HENDERSONVILLE CITY COUNCIL REGULAR MEETING

Operations Center Assembly Room | 305 Williams St. | Hendersonville, NC 28792
Thursday, November 06, 2025 – 5:45 PM

AGENDA

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **PUBLIC COMMENT** - *Up to 15 minutes is reserved for comments from the public not listed on the agenda.*
4. **CONSIDERATION OF AGENDA**
5. **CONSENT AGENDA** - *Items are considered routine, noncontroversial in nature and are considered approved by a single motion and vote.*

A. Approval of Minutes - *Jill Murray, City Clerk*

October 2, 2025 Regular Meeting

October 22, 2025 Second Monthly Meeting

B. Authorization to Lease City Owned Property at 129 Mitchelle Drive – *Adam Steurer, Utilities Director*

C. Revision of the City Ordinance for Retiree insurance to clarify how long a 30+ year retiree can remain on city paid medical insurance, *Jennifer Harrell, HR Director*

D. Appointment of Deputy Tax Collector – *Krystal Powell, Finance Director*

E. Tax Refund Release – *Brian Pahle, Deputy City Manager*

F. Tax Interest Release – *Brian Pahle, Deputy City Manager*

G. Settlement of Delinquent Taxes & Arrangements for Collection – *Krystal Powell, Finance Director*

H. License Agreement with Ecusta Rails2Trail, LLC/Henderson County and LRH Properties, LLC for sewer crossing at Daniel Drive – *Daniel Heyman, Assistant City Attorney*

I. Authorizing Closure of Wells Fargo Health & Welfare Account – *Krystal Powell, Finance Director*

J. November 2025 Budget Amendments – *Jennifer Floyd, Management Analyst*

K. Sole Source Repair of Water Treatment Facility VFD - *Logan Hickey, Chad Freeman, Darren Allman*

L. Communications and Technology Manager Position - *Blair Myhand, Police Chief*

M. Resolution to Apply for Economic Development Administration Disaster Recovery Funds to Support the Wastewater Treatment Facility Expansion and Improvement Project – *Brent Detwiler, Assistant City Manager – Public Services*

6. PRESENTATIONS

A. Champions for Wildlife - *Tashi Brewster, Executive Director*

B. Sullivan Park and Brooklyn Stream Restoration – APWA Stormwater Project of the Year - *Mike Huffman, Stormwater Director*

7. PUBLIC HEARINGS

A. Rezoning: Standard Rezoning –Locust St Small Area Rezoning | 25-78-RZO – *Matthew Manley, AICP | Long-Range Planning Manager*

8. NEW BUSINESS

A. Patton Park Design and Estimate Update – *Brent Detwiler, PE, Assistant City Manager - Public Services & Richard Shook, PE, Civil Engineer*

B. Introduction of 2025 General Obligation (GO) Transportation Bond Order and Resolution Calling a Public Hearing - *Adam Murr, Budget & Eval. Director*

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

A. October 2025 Contingency and Adjustment Report – *John Connet, City Manager*

10. CITY COUNCIL COMMENTS

11. CLOSED SESSION

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

12. ADJOURN

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



MINUTES

October 2, 2025

REGULAR MEETING OF THE CITY COUNCIL

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

Present: Mayor Barbara G. Volk, Mayor Pro Tem Dr. Jennifer Hensley, and Council Members: Lyndsey Simpson, Melinda Lowrance

Staff Present: City Manager John Connet, Deputy City Manager Brian Pahle, City Attorney Angela Beeker, Budget & Evaluation Director Adam Murr, Communications Director Allison Justus and others

Absent: City Clerk Jill Murray

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.*

In Person:

Mimi Coffman of Fairway Knoll Drive, spoke about the absolute need for a dedicated space for seniors and handicapped individuals especially now that they are demolishing the Whitmire Center and not replacing it.

Chris Dannals of Kensington Road, the director of Bike/Walk Hendersonville, spoke about the transportation bond. He emphasized that our region has the highest per capita pedestrian fatality rate in the state and Henderson County has twice the pedestrian and bike fatality rate as Mecklenburg County (Charlotte). He asked, as we think about the transportation bond, are we going to prioritize the Pavement Condition Index or safety. Smooth roads are nice but safe roads are necessary.

4. **CONSIDERATION OF AGENDA**

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

5. **CONSENT AGENDA**

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

A. Adoption of City Council Minutes – Jill Murray, City Clerk
September 4, 2025 Regular Meeting
September 24, 2025 Second Monthly Meeting

B. Donations for Brooklyn Community Garden – Caitlyn Gendusa Public Works Superintendent-Sustainability

C. Revision of the Personnel Policy-Amending Article IV, Section 3 – Meredith Troughton, Assistant HR Director

Resolution #R-25-95

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AMENDING THE CITY OF HENDERSONVILLE PERSONNEL POLICY

WHEREAS, the City of Hendersonville maintains a Personnel Policy. The purpose of which is to establish a system of personnel administration for recruiting, selecting, employing, developing, and maintaining an effective and responsible workforce; and

WHEREAS, the City of Hendersonville wishes to amend Article IV. Section 3 – Selection: by adding G.S. 160A-164.2 (b) which requires an applicant for employment to work with children in any capacity, shall be subject to a criminal history record check conducted by the State Bureau of Investigation if the applicant is offered the position.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that from and after the effective of October 1st, 2025, Article IV. Section of the Personnel Policy attached to this resolution is hereby adopted.

This policy will become effective as of October 2, 2025.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of October, 2025.

Barbara G. Volk, Mayor

Attest: /s/Jill Murray, City Clerk

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

D. City Operations Building Finish Renovations Change Order 3 – Richard Shook, Civil Engineer

Resolution #R-25-96

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO APPROVE A CHANGE ORDER FOR THE CITY OPERATIONS BUILDING FINISH RENOVATIONS PROJECT

WHEREAS, the City of Hendersonville, North Carolina awarded a contract to Enterprises G, Inc. for the City Operations Building Finish Renovations; and

WHEREAS, the City Council previously authorized the City Manager to approve change orders up to a cumulative total of 10% of the original contract amount of \$427,182.00; and

WHEREAS, The City Manager has previously approved change orders with a cumulative total of 10% of the original contract amount.

WHEREAS, the City Engineer therefore recommends that the City Manager be authorized to approve Change Order 3 for the construction of the City Operations Building Finish Renovations.

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

1. The City Manager is authorized to execute a change order to the contract for the construction of the City Operations Building Finish Renovations to Enterprises G, Inc. in the amount of \$34,563.96 which includes external sealing of the building, additional electrical troubleshooting, and minor adjustments to finishes.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of October, 2025.

Barbara G. Volk, Mayor

Attest: /s/Jill Murray, City Clerk

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

E. Request to Approve Acceptance of the Awarded NCDOT IMD Multimodal Bicycle Planning Grant – Blake Fulgham, Management Analyst II

Resolution #R-25-97

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORISE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE BICYCLE AND PEDESTRIAN PLANNING GRANT (TIP #-M-0574F, WBS Elements- 51759.8.8)

WHEREAS, the North Carolina Department of Transportation has established a grant that provides funding to municipalities for the development of Comprehensive Municipal Bicycle and Pedestrian Plans; and

WHEREAS, the City of Hendersonville has a desire to provide its citizens with safe, convenient, and more complete bicycling infrastructure within the community; and

WHEREAS, the City of Hendersonville’s last Bicycle Plan was adopted in 2018; and

WHEREAS, the City’s financial and technical resources have limited its ability to update its Bicycle Plan; and

WHEREAS, the City of Hendersonville desires a Bicycle Plan update to obtain the following objectives:

1. Provide for multimodal forms of transportation.
2. Provide guidance for modifying infrastructure to safely accommodate cycling in appropriate locations.
3. Ensure that the North Carolina Department of Transportation (NCDOT) funded projects incorporate the City of Hendersonville’s objectives.
4. Move towards an effective network for active transportation, recreation, and exercise.
5. Have an approved plan that will support funding from NCDOT for cycling transportation improvements.
6. Ensure land use decisions effectively incorporate multimodal objectives.

WHEREAS, the City of Hendersonville has since been designated as a recipient to receive grant funds to complete the Bicycle Plan Update (TIP #-M-0574F, WBS Elements- 51759.8.8). The City’s funding match is 20% of total costs of \$13,000 with NCDOT funding the remaining amount, for a project total of \$65,000.

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

1. The City agrees to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out in the Agreement; and
2. The City Manager is authorized to enter into an Agreement with the North Carolina Department of Transportation for the New Bicycle Plan (TIP #-M-0574F, WBS Elements- 51759.8.8).

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of October, 2025.

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

F. Sole Source Purchase of SCADA System Upgrade - Logan Hickey, Chad Freeman, Adam Steurer & Darren Allman

Resolution #R-25-98

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE AND STANDARDIZATION PURCHASE OF SCADA SYSTEM UPGRADES FOR WATER AND SEWER

WHEREAS, the City of Hendersonville’s Finance Department is submitting this request on behalf of the City’s Water & Sewer Departments; and,

WHEREAS, the City uses SCADA (Supervisory Control and Data Acquisition) systems for transmitting data and monitoring tanks, flow, generators, and more. Department has communicated that this is the most vital system within the City of Hendersonville; and,

WHEREAS, Fortech is our service provider for our SCADA controls system wide for years and will be required to be used for these additions to our existing system. Fortech is using compatible equipment and systems to tie in correctly to existing infrastructure. We are very happy with their product and service. It is not advantageous to entertain another vendor for this work, because an outside vendor would only consider pulling all Fortech equipment out and starting over with their own equipment; and,

WHEREAS, per General Statute # 143-129e(6), we are waiving competition where “standardization or compatibility is the overriding consideration”; and,

WHEREAS, staff are requesting to continue to utilize Fortech for this SCADA system and services by requesting that Council approve this sole source and standardization request spending up to \$250,000.00 in Fiscal Year 2026; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that city staff is authorized to purchase SCADA system upgrades from SNF Water Science for FY25/26 within budgeted funds available.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of October, 2025.

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

G. Resolution to Apply for State Revolving Fund Supplemental Appropriations for Hurricanes Helene and Milton and Hawaii Wildfires to Support the Wastewater Treatment Facility Flood Mitigation Project - Devin Owen, Utilities Engineer

Resolution #R-25-99

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPLY FOR STATE REVOLVING FUND SUPPLEMENTAL APPROPRIATIONS FOR HURRICANES HELENE AND MILTON AND HAWAI'I WILDFIRES TO SUPPORT THE WASTEWATER TREATMENT FACILITY FLOOD MITIGATION PROJECT

- WHEREAS,** the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) administers a funding program for investment in drinking water, wastewater, and stormwater systems, and
- WHEREAS,** the American Relief Act, 2025 (PL 118-158) includes Supplemental Appropriations for the State Revolving Funds (SRF) for drinking water facilities and wastewater treatment works impacted by Hurricane Helene and for decentralized wastewater treatment systems in areas affected by Hurricane Helene (SA-HMW), and
- WHEREAS,** the City of Hendersonville has need for and intends to complete a Wastewater Treatment Facility Flood Mitigation project, and
- WHEREAS,** the City of Hendersonville intends to request State loan and/or grant assistance for the project, and

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

1. That the City of Hendersonville, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.
2. That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.
3. That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.
4. That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Hendersonville to make a scheduled repayment of the loan, to withhold from the City of Hendersonville any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.
5. That Adam Steurer, Utilities Director, the Authorized Representative and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.
6. That the Authorized Representative, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
7. That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of October, 2025.

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

H. Resolution to Apply for State Revolving Fund Supplemental Appropriations for Hurricanes Helene and Milton and Hawaii Wildfires to Support the Water system Resiliency Looping Project - Devin Owen, Utilities Engineer

Resolution #R-25-100

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPLY FOR STATE REVOLVING FUND SUPPLEMENTAL APPROPRIATIONS FOR HURRICANES HELENE AND MILTON AND HAWAI'I WILDFIRES TO SUPPORT THE WATER SYSTEM

RESILIENCY LOOPING PROJECT

WHEREAS, the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) administers a funding program for investment in drinking water, wastewater, and stormwater systems, and

WHEREAS, the American Relief Act, 2025 (PL 118-158) includes Supplemental Appropriations for the State Revolving Funds (SRF) for drinking water facilities and wastewater treatment works impacted by Hurricane Helene and for decentralized wastewater treatment systems in areas affected by Hurricane Helene (SA-HMW), and

WHEREAS, the City of Hendersonville has need for and intends to complete a Water System Resiliency Looping project, and

WHEREAS, the City of Hendersonville intends to request State loan and/or grant assistance for the project, and

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

1. That the City of Hendersonville, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.
2. That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.
3. That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.
4. That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Hendersonville to make a scheduled repayment of the loan, to withhold from the City of Hendersonville any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.
5. That Adam Steurer, Utilities Director, the Authorized Representative and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.
6. That the Authorized Representative, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
7. That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of October, 2025.

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

I. October 2025 Budget Amendments - Jennifer Floyd, Management Analyst

TO MAYOR & COUNCIL

APPROVAL: October 02, 2025

FISCAL YEAR 2025

FORM: 10022025-01

BUDGET AMENDMENT

FUND 010 | 060 | 080

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470100	Transfer In (From 080, FY25)	602,670	24,532	-	627,202
010-0000-470900	Fund Balance Appropriated (FY25)	1,499,095	-	24,532	1,474,563
FUND 010	TOTAL REVENUES	602,670	24,532	24,532	627,202
	TOTAL EXPENDITURES	1,499,095	-	-	1,474,563
060-0000-470100	Transfer In (From 080, FY25)	-	16,777	-	16,777
060-0000-470900	Fund Balance Appropriated (FY25)	1,547,882	-	16,777	1,531,105
FUND 060	TOTAL REVENUES	-	16,777	16,777	16,777
	TOTAL EXPENDITURES	1,547,882	-	-	1,531,105
080-0000-470900	Fund Balance Appropriated	-	41,309	-	41,309
080-0000-598901	Transfer Out (to 010, FY25)	-	24,532	-	24,532
080-0000-598901	Transfer Out (to 060, FY25)	-	16,777	-	16,777
FUND 080	TOTAL REVENUES	-	41,309	-	41,309
	TOTAL EXPENDITURES	-	41,309	-	41,309

An amendment transferring the remaining balance of the Health and Welfare Fund (not active) to the General Fund and Water and Sewer Fund.

The City Manager and City Clerk certify budget ordinance amendment 10022025-01 was approved by City Council on October 02, 2025.

TO MAYOR & COUNCIL
APPROVAL: October 02, 2025

FISCAL YEAR 2026
FORM: 10022025-02

BUDGET AMENDMENT

FUND 010					
ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-460090	Contributions/Donations (Blue Ridge Bike Club)	-	6,500	-	6,500
010-1200-519200	Contracted Services	50,000	6,500	-	56,500
FUND 010	TOTAL REVENUES	-	6,500	-	6,500
	TOTAL EXPENDITURES	50,000	6,500	-	56,500
An amendment increasing General Fund budget by \$6,500 to reflect a contribution from the Blue Ridge Bike Club. The amendment also increases the Community Development Department's contracted services budget by \$6,500. The City will use these funds to provide NCDOT \$13,000 to complete a bicycle planning project. The estimated total cost of the plan is \$65,000 (\$13,000 City Funds + \$52,000 NCDOT Funds).					

The City Manager and City Clerk certify budget ordinance amendment 10022025-02 was approved by City Council on October 02, 2025.

TO MAYOR & COUNCIL
APPROVAL: October 02, 2025

FISCAL YEAR 2025
FORM: 10022025-03

BUDGET AMENDMENT

FUND 010					
ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0900-560500	Debt Interest	1,081,400	41,000	-	1,122,400
010-1002-539991	Disaster Event Non-Reimbursable Expenditures	-	150,980	-	150,980
010-1007-519200	Contract Services	8,150	-	4,000	4,150
010-1007-531205	Advertising	12,500	-	7,500	5,000
010-1007-532260	Service Excellence	5,000	-	4,000	1,000
010-1008-531255	Bank Service Charges	25,000	-	15,000	10,000
010-1014-519104	Prof Services-Engring	32,000	-	5,080	26,920
010-1014-531210	Permits, License And Fees	23,000	-	11,000	12,000
010-1200-519104	Prof Services-Engring	43,008	-	16,000	27,008
010-1200-519200	Contract Services	44,746	-	17,000	27,746
010-1200-531225	Training/Training	7,746	-	1,525	6,221
010-1200-531605	Lease/Rental - Building/Land	10,000	-	5,000	5,000
010-1300-519199	Contracted Services	62,060	-	15,000	47,060
010-1300-531100	Fuel	134,033	-	15,000	119,033
010-1300-531600	Lease/Rental- Equipment	46,840	8,650	-	55,490
010-1300-531215	Dues & Subscriptions	30,035	-	15,000	15,035
010-1400-519103	Prof Services-Medical	43,500	-	9,176	34,324
010-1400-531600	Lease/Rental- Equipment	-	16,651	-	16,651
010-1502-519200	Contracted Services	50,400	-	35,000	15,400
010-1555-521040	Construction & Repair Supplies	111,900	-	20,000	91,900
010-1560-554001	Captial Outlay Equipment/Other Than Vehicles	22,919	-	22,000	919
FUND 010	TOTAL REVENUES	-	-	-	-
	TOTAL EXPENDITURES	1,794,237	217,281	217,281	1,794,237
A budget amendment in the General Fund to cover expenditure accounts where appropriate as the City approaches end-of-year.					
The City Manager and City Clerk certify budget ordinance amendment 10022025-03 was approved by City Council on October 02, 2025.					

TO MAYOR & COUNCIL
APPROVAL: October 02, 2025

FISCAL YEAR 2025
FORM: 10022025-04

BUDGET AMENDMENT

FUND 060					
ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
060-1002-501920	Salaries - FEMA Non-Reimburseable	-	18,000	-	18,000
060-1002-502050	Retirement Expense	63,629	2,100	-	65,729
060-1002-502901	FEMA Straight-Time - FICA & Benefits Expense	-	1,450	-	1,450
060-1002-519204	FEMA Reimbursable - Contracted Services	-	579,000	-	579,000
060-1002-539005	Health And Welfare Expenditures	-	49,000	-	49,000
060-1002-539990	FEMA Reimbursable Expenditures	-	210,500	-	210,500
060-1008-531255	Bank Service Charges	95,000	-	26,000	69,000
060-1010-519200	Contract Services	245,256	-	15,000	230,256
060-1010-523003	Utilities - Telephone & Internet	65,450	-	35,000	30,450
060-1010-531210	Permits, License And Fees	174,599	-	35,000	139,599
060-1014-519104	Prof Services-Engring	53,400	-	14,000	39,400
060-1502-501901	Salaries - FEMA Regular	-	500	-	500
060-1502-501910	Salaries - FEMA Overtime	-	900	-	900
060-1502-502910	FEMA Overtime - FICA & Benefits Expense	-	160	-	160
060-1521-519200	Contract Services	700	280	-	980
060-1523-501910	Salaries - FEMA Overtime	-	3,000	-	3,000
060-7002-519200	Contract Services	103,500	-	13,000	90,500
060-7002-523001	Utilities - Electricity	1,200,000	-	60,000	1,140,000
060-7032-555003	Capital Outlay - Plants, Pump Stations	204,560	-	90,000	114,560
060-7035-519200	Contract Services	110,000	-	27,000	83,000
060-7035-521050	Laboratory Supplies	65,000	-	22,000	43,000
060-7035-522001	Chemicals	635,000	-	46,000	589,000
060-7035-524010	R & M - Bulidings	45,000	-	25,000	20,000
060-7055-519200	Contract Services	157,407	-	90,000	67,407
060-7055-524070	R & M - Paving Cut Repairs	200,000	-	30,000	170,000
060-7055-531100	Fuel	75,000	-	15,000	60,000
060-7132-555003	Capital Outlay - Plants, Pump Stations	72,000	-	60,000	12,000
060-7135-519205	Sludge Management	615,000	-	75,000	540,000
060-7135-524020	R & M - Equipment	142,800	-	50,000	92,800
060-7135-553000	Capital Outlay - Land Improvements	33,000	-	33,000	-
060-7155-519200	Contract Services	280,000	-	103,890	176,110
FUND 060	TOTAL REVENUES	-	-	-	-
	TOTAL EXPENDITURES	4,636,301	864,890	864,890	4,636,301
A budget amendment in the Water and Sewer Fund to cover expenditure accounts where appropriate as the City approaches end-of-year.					
The City Manager and City Clerk certify budget ordinance amendment 10022025-04 was approved by City Council on October 02, 2025.					

TO MAYOR & COUNCIL
APPROVAL: October 02, 2025

FISCAL YEAR 2025
FORM: 10022025-05

BUDGET AMENDMENT

FUND 067					
ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
067-0900-560001	Debt Principal	68,125	800		68,925
067-0900-560500	Debt Interest	13,945	2,000		15,945
067-1005-501901	Salaries - FEMA Regular	-	380		380
067-1007-501920	Salaries - FEMA Non-Reimbursable	-	260		260
067-1014-501901	Salaries - FEMA Regular	-	700		700
067-1502-501901	Salaries - FEMA Regular	-	200		200
067-1525-501910	Salaries - FEMA Overtime	-	13,900		13,900
067-1555-501910	Salaries - FEMA Overtime	-	9,000		9,000
067-7555-501030	Salaries - Incentive Payments	-	3,100		3,100
067-7555-519200	Contract Services	117,500		30,340	87,160
FUND 067	TOTAL REVENUES	-	-	-	-
	TOTAL EXPENDITURES	199,570	30,340	30,340	199,570
A budget amendment in the Stormwater Fund to cover expenditure accounts where appropriate as the City approaches end-of-year.					
The City Manager and City Clerk certify budget ordinance amendment 10022025-05 was approved by City Council on October 02, 2025.					

TO MAYOR & COUNCIL
APPROVAL: October 02, 2025

FISCAL YEAR 2025
FORM: 10022025-06

BUDGET AMENDMENT

FUND 068					
ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
068-0900-560001	Debt Principal	157,227	6,000	-	163,227
068-0900-560500	Debt Interest	23,071	1,800	-	24,871
068-1002-501901	Salaries- FEMA Regular	-	510	-	510
068-1007-501001	Salaries - Regular	12,807	760	-	13,567
068-1502-502901	FEMA Straight-Time - FICA & Benefits Expense	-	250	-	250
068-1502-502910	FEMA Overtime - FICA & Benefits Expense	-	250	-	250
068-7855-519200	Contract Services	66,000	-	9,570	56,430
FUND 068	TOTAL REVENUES	-	-	-	-
	TOTAL EXPENDITURES	259,105	9,570	9,570	259,105
A budget amendment in the Environmental Services Fund to cover expenditure accounts where appropriate as the City approaches end-of-year.					
The City Manager and City Clerk certify budget ordinance amendment 10022025-06 was approved by City Council on October 02, 2025.					

TO MAYOR & COUNCIL
APPROVAL: October 02, 2025

FISCAL YEAR 2026
FORM: 10022025-07

BUDGET AMENDMENT

FUND 010					
ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-460090	Contributions/Donations (NCAPC)	6,500	5,116	-	11,616
010-1300-531215	Dues & Subscriptions	25,068	5,116	-	30,184
FUND 010	TOTAL REVENUES	6,500	5,116	-	11,616
	TOTAL EXPENDITURES	25,068	5,116	-	30,184
An amendment increasing General Fund budget by \$5,116 to reflect a contribution from the North Carolina Association of Police Chiefs. The amendment also increases the Police Department's dues & subscriptions budget by \$5,116. The City will use these funds to provide to cover the cost of Essential Personnel, the department's personnel management software.					
The City Manager and City Clerk certify budget ordinance amendment 10022025-07 was approved by City Council on October 02, 2025.					

J. October Project Ordinances and Reimbursement Resolutions - Adam Murr, Budget & Evaluation Director

Ordinance #O-25-52

GRANT PROJECT ORDINANCE FOR
THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE WASH CREEK
STORMWATER PROJECT #G2603

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:
Section 1: The project authorized is a City project described as the Wash Creek Stormwater Project, #G2603.
Section 2: The following amounts are appropriated for the project(s):

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	7555	550102	G2603	Capital Outlay – Services & Fees	\$150,000
Total Project Appropriation					\$150,000

Section 3: The following revenues are anticipated to be available via grant proceeds:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	0000	420050	G2603	Grant (HMG/Advanced Asst.)	(\$150,000)
Total Project Appropriation					(\$150,000)

Section 4: The Finance Director is hereby directed to maintain within the General Fund, the Grant Project Fund, and the Stormwater Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

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

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

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

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

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 2nd day of October, 2025.

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

Resolution #R-25-101

**HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE**

BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of HENDERSONVILLE, North Carolina (the "Issuer") with respect to the matters contained herein.

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE WASH CREEK STORMWATER PROJECT (#G2603), ORDINANCE #O-25-52 (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Project(s) with the grant revenue to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$150,000.

Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 2nd day of October, 2025.

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

6. PRESENTATIONS

A. **Recognition of Bill and Elizabeth Moss** – *John Connet, City Manager*

Resolution #R-25-106

Resolution of Respect and Appreciation Honoring Bill and Elizabeth Moss

WHEREAS, on this second day of October, 2025, Bill Moss and Elizabeth Wilson Moss are leaving Hendersonville to start a new adventure as “Grammy and PawBill”, as they are known to their three grandchildren, and as “Mom and Dad” to their two children in Boise, Idaho, where they all reside. We, the Governing Body, employees, and residents of the City of Hendersonville, wish to acknowledge publicly the contributions made by Bill and Elizabeth Moss; and

WHEREAS, Bill Moss is a Chapel Hill native and graduated with a journalism degree in 1976 from the University of North Carolina at Chapel Hill. He paid his dues with stints at the Marshville Home News, the Thomasville Times, the Salisbury Post, the Knoxville News-Sentinel, the St. Pete Times and the Roanoke Rapids Daily Herald before coming to Hendersonville in 1998 as executive director of the daily Times-News, a New York Times regional paper at the time; and

WHEREAS, Bill Moss, founder of the newspaper, the Hendersonville Lightning, “went live” with the Lightning newspaper on April 24, 2012, and the first issue debuted on May 9, 2012, after which he quickly picked up 1,150 paid subscriptions and launched a free website; and

WHEREAS, the Lightning is a paid circulation paper and qualifies to carry legal ads and public notices which is important reading for the Hendersonville community. The Lightning has served news for Hendersonville, Henderson County, Mills River, Fletcher, Flat Rock, Laurel Park, Etowah, Edneyville, Green River and Saluda for the past 13 years; and

WHEREAS, in 2014’s NCPA newspaper contest, the Lightning won 10 awards and the Lightning quickly became known for excellence in journalism. Over the course of eight years the Lightning has won nearly 100 awards and Bill’s success also made national news when it was featured in Forbes Magazine; and

WHEREAS, Elizabeth Wilson Moss grew up in South Jersey before graduating from the University of Florida with a degree in journalism and communications. Following an award-winning career as a newspaper reporter and magazine editor for the Miami Herald, the St. Petersburg Times, the Boston Globe, Florida Trend Magazine, and the Times-News of Hendersonville, she continued to serve the Hendersonville community in various capacities. She served as the Director of Community Affairs and Outreach in Pardee UNC Health Care’s Administration. Elizabeth also worked as a fundraiser and major gifts officer for the Pardee Hospital Foundation.

WHEREAS, Elizabeth Wilson Moss is retiring on October 3, 2025, after eight years as Executive Director of Interfaith Assistance Ministry (IAM). IAM provides crisis assistance with a range of essential items and services, including food for a week for each family member, clothing, linens, personal hygiene supplies, heat and utility bills, rent and mortgage payments, medications, pet food, and other basic needs; and

WHEREAS, under her tenure as executive director, Elizabeth has grown IAM including the planning and construction of the IAM Thrift Store, the addition of the IAM Mobile Pantry which provides weekly food in the lowest income areas of our community where transportation access is limited, and she pursued and provided two ongoing new revenue streams and raised \$5 million dollars in grants. IAM has provided services to one in nine families in Henderson County; and

WHEREAS, her community involvement and volunteer service include past president of Hendersonville Kiwanis Club, vice chair of United Way of Henderson County, a co-founding chair of Women United, past president of Safelight’s Board of Directors, a co-founding chair of HC Women United, a Henderson County Chamber Board member, president of Henderson County’s Partnership for Health, chair of the Hendersonville Y’s Annual Campaign, a children’s Sunday school teacher, Vacation Bible School director and an elder and deacon at First Presbyterian Church of Hendersonville, Henderson County’s Education Foundation Board, vice chair of Henderson County’s Parks and Recreation Advisory Board, president of Hendersonville High School’s Band Boosters and has held various PTO positions at Henderson County Schools.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hendersonville, on behalf of the employees and residents of the City of Hendersonville and customers of the Hendersonville Lightning, that the Mayor and City Council extend to Bill and Elizabeth Moss their sincere appreciation for all of their loyal and dedicated service to the City of Hendersonville and surrounding area.

ADOPTED this 2nd day of October, 2025.

B. Proclamation-Fire Prevention Week – Nate Young, Fire Marshal/Barbara G. Volk, Mayor

**PROCLAMATION
City of Hendersonville
Fire Prevention 2025**

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

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

WHEREAS, home fires caused 3,670 civilian deaths in the United States in 2023, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 345,000 home fires; and

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

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

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

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

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

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

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

WHEREAS, the 2025 Fire Prevention Week™ theme, “Charge into Fire Safety™: Lithium-Ion Batteries in Your Home,” works to educate everyone about using these batteries safely. The campaign stresses how important it is to BUY, CHARGE, and RECYCLE safely when it comes to lithium-ion batteries.

NOW, THEREFORE, I Barbara G. Volk, Mayor of Hendersonville, NC, do hereby proclaim October 5-11, 2025, as Fire Prevention Week throughout this city, and I urge all the people of Hendersonville to plan and practice a home fire escape for Fire Prevention Week 2025 and to support the many public safety activities and efforts of the city of Hendersonville’s fire and emergency services.

PROCLAIMED this 2nd day of October, 2025.

C. NCLM Risk Reduction Review Award – Blair Myhand, Police Chief and Chet Afler

The Hendersonville Police Department has successfully completed the North Carolina League of Municipalities Law Enforcement Risk Management Review, affirming its commitment to operational excellence, public trust, and professional accountability. By meeting the standards across more than 40 key areas of potential liability, the department has demonstrated leadership in mitigating risk, enhancing officer safety, and strengthening community engagement. This comprehensive evaluation highlights the department’s attention to detail, strategic planning, and dedication to continuous improvement. Notably, the department’s integration of CALEA accreditation reinforces a culture of excellence and accountability. This successful review serves as a testament to the department’s strong leadership, ethical foundation, and tireless commitment to risk-conscious, service-oriented policing. The Hendersonville Police Department stands as a model for professional law enforcement in North Carolina.

Chief Myhand introduced Chet Afler of the North Carolina League of Municipalities who presented the award.

D. Henderson County Behavioral Health Coalition Update – Melissa Witmeier, Public Health Strategist,- Behavioral Health

Melissa Witmeier, Public Health Strategist for Behavioral Health for Henderson County, gave an update on behavioral health in Henderson County and showed the following PowerPoint presentation.

HENDERSON COUNTY

BEHAVIORAL HEALTH STRATEGIES & COALITION



Melissa Witmeier - Public Health Strategist for Behavioral Health
mwitmeier@hendersoncountync.gov



MELISSA WITMEIER

PUBLIC HEALTH STRATEGIST FOR BEHAVIORAL HEALTH

25 years in the field of Suicidology, behavioral health, and program development
Crisis hotline trainer supervisor
Federal suicide prevention grant director
Community behavioral health center director of operations

INITIAL MENTAL HEALTH GAPS ANALYSIS

Initial assessment for Henderson County Partnership for Health completed April 2024

Gaps Analysis

1. Single Point of Entry, Integrated Service Entry and Accessibility
2. Behavioral Health Workforce Development
3. Comprehensive Substance Use Disorder Support
4. Targeted Care for Serious Mental Health Conditions
5. Effective Waitlist and Crisis Management
6. Upstream Efforts
7. Service Expansion and Grant Collaboration
8. Technology-Enhanced Healthcare Access
9. Acute, Urgent and Specialized Care Development
10. Resource Visibility and Isolation Reduction
11. Housing Solutions (Sober Living & Rapid Rehousing)
12. Criminal Justice System Collaboration
13. Enhancing Information Sharing

INITIAL SUICIDE PREVENTION NEEDS ANALYSIS

Initial assessment completed April 2024

Needs Analysis

1. Sustainable Resource Mapping
2. Resource Coordination to Prevent Duplication
3. Discharge Planning and Care Coordination
4. Adoption of Common Language and Standardized Screening Protocols
5. Strengthen School-Based Mental Health Programs
6. Suicide Prevention, Intervention and Roleplay Trainings
7. Lethal Means Restriction and Safe Storage Campaigns
8. Parent Education
9. Behavioral Health Training and Funding
10. Grief and Loss; Self-Harm Behavior (NSSI) Resources
11. Develop Suicide Loss Survivor Community Support Networks
12. Expanded Behavioral Health Coalition
13. Increase Public Awareness and Education
14. Promote Resilience and Mental Wellness

2024 STRATEGY IDENTIFICATION

Zero Suicide

Comprehensive framework in health and behavioral health centers to identify champions; train systems; and identify, transition and treat people at risk of suicide

Sources of Strength

EB Program to train adult advisors and peer leaders to bring strength based messaging and community involvement to youth

Suicide Postvention including Psychological Autopsies

Helping families and communities after the death of a suicide griever and process the death.

CALM Training

Lethal means safety training to reduce access to the methods people use to kill themselves

ZERO SUICIDE

Identifying champions within systems

Introducing common language & screening tools

Launching training & support for community members

- QPR - On-going
- CSIW – On-going
- CALM – Begins in early 2026
- Postvention/Grief – SOSL Support Group on-going
- CAMS – Identifying Funding



Writing grants for Care Transitions with UCF

Helping with policy & procedure development with partners

SOURCES OF STRENGTH

Funding secured through US Department of Education (Project SERV) & Community Foundation of Henderson County

- 2 Local Certified SOS Trainers (1 HCPS & 1 HCDPH)
- 2 pilot schools started - NHHS & HMS
- 5 schools to launch in next 3 months
- Funded Crisis Counselor
- Stipends for 2 school adult advisors per school
- Funding for peer leaders to start programs and campaigns



OTHER STRATEGIES

Survivors of Suicide Loss Support Group

Launched 02/2025

Created Henderson County Survivors of Suicide Loss Pamphlet

Held Grief & Loss Workshops

Public Awareness Campaigns

May - Mental Health Awareness Month

September - National Recovery and Suicide Prevention Awareness Months

Held First Henderson County Behavioral Health Conference

Launched 03/2025

Started Henderson County Behavioral Health Coalition

Launched 04/2025



From Community Health Assessment to Community Health Improvement Plan

CHA TO CHIP

Mental Health & Suicide Prevention



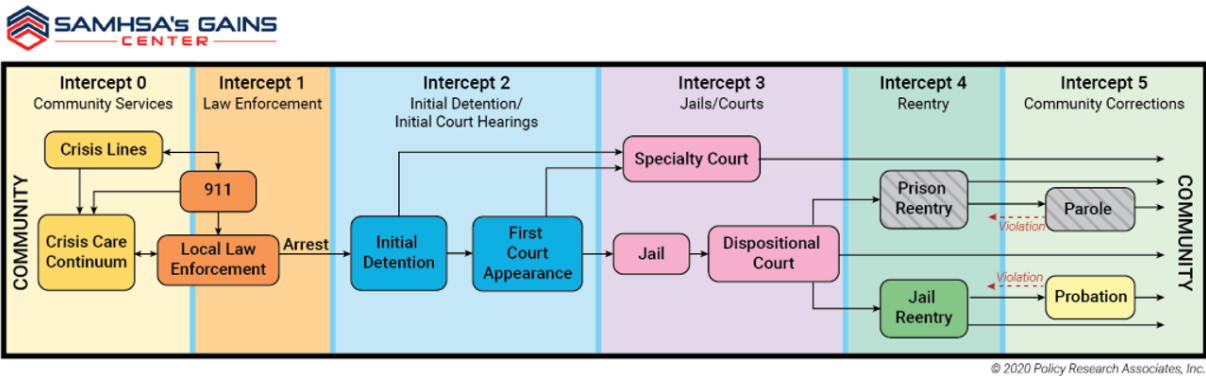
Community Health Improvement Plan Scorecard

Henderson County Behavioral Health Coalition	Sequential Intercept Model (SIM) Mapping	Sources of Strength	EB Mental Health & Suicide Prevention Trainings	Other Strategies
Meeting since April 2025 Over 150 registered Identified priority strategies Possible website & calendar Conference scheduled for March 2026	Request from NCDHHS HCBHC recommends timeframe or need vote Suggest early 2026	2 Locally Certified Trainers 2 HCPS schools launched 3 HCPS schools launch soon, 2 schools end of year	QPR Suicide Prevention Workshops Ongoing CRM Trainings with BCBSNC YMHFA with HCPS CALM Training 2026 CAMS 2026	LE Deflection HPD Pardee ABHU Advent AIOF Suicide Postvention Strategies Care Transitions Community Paramedic Safe Messaging

SIM

Sequential Intercept Model Mapping

Intersection of Criminal Justice, Substance Use and Mental Health Systems



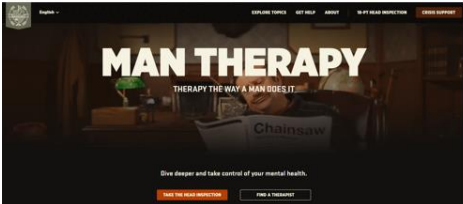
FUTURE STRATEGIES

2024 National Strategy for Suicide Prevention

- County-wide Behavioral Health Plan
- Suicide Prevention Workgroup
- Targeted Public Awareness Campaigns - "Crisis to Care"

NCDMHDDSUS Strategic Plan

- Behavioral Health Urgent Care
- Henderson County Senior Center
- Third Spaces for Behavioral Health



YOU ARE APPRECIATED!

THANK YOU

Melissa Witmeier
mwitmeier@hendersoncountync.gov

7. PUBLIC HEARINGS

A. Rezoning: Standard Rezoning 824 400 Locust Street + Small Area Rezoning (25-58-RZO) – Matthew Manley, AICP, Long-Range Planning Manager

Matt Manley explained that the City of Hendersonville is in receipt of a Zoning Map Amendment application from Daniel Huggins & Hailey Lamoreux (Applicants / Owners) for 824 Locust St Suite 400 (PIN: 9569-80-3332) totaling 0.22 Acres located at the corner of Locust St and Lynn St. The property is currently zoned I-1, Industrial. The petitioner is requesting that the property be rezoned to CMU (Central Mixed Use). Additional properties in the area have consented to the rezoning as well – Dennis Dunlap at 415 8th Ave E (PIN: 9569-80-4238), Kari Moer at 824 Locust St Suite 200 (PIN: 9569-80-2395), and Daniel Mock with AYD Partners at 0 Lynn St (PIN: 9569-80-3335). Planning Staff initially identified the need for a rezoning of the I-1 properties in this area over 4 years ago. Though a ‘small area rezoning’ did not take place at that time, with the submittal of this rezoning application, Planning Staff has opened the opportunity for select properties to join in on the rezoning. Per new state laws, property owners must consent to rezonings of this nature. Property owners have expressed mixed feelings about the proposed changes to their zoning. Properties that participate in the rezoning would benefit in the following ways:

- 1) CMU Zoning would eliminate non-conformities under I-1 and make buildings and lots conforming under CMU;
- 2) CMU Zoning would allow current land uses to continue unimpacted;
- 3) CMU Zoning would permit additional desired future land uses that I-1 zoning does not;
- 4) CMU Zoning would prevent incompatible uses allowed under I-1.

LOCUST ST REZONING (I-1 to CMU)

(25-58-RZO)

Standard Rezoning

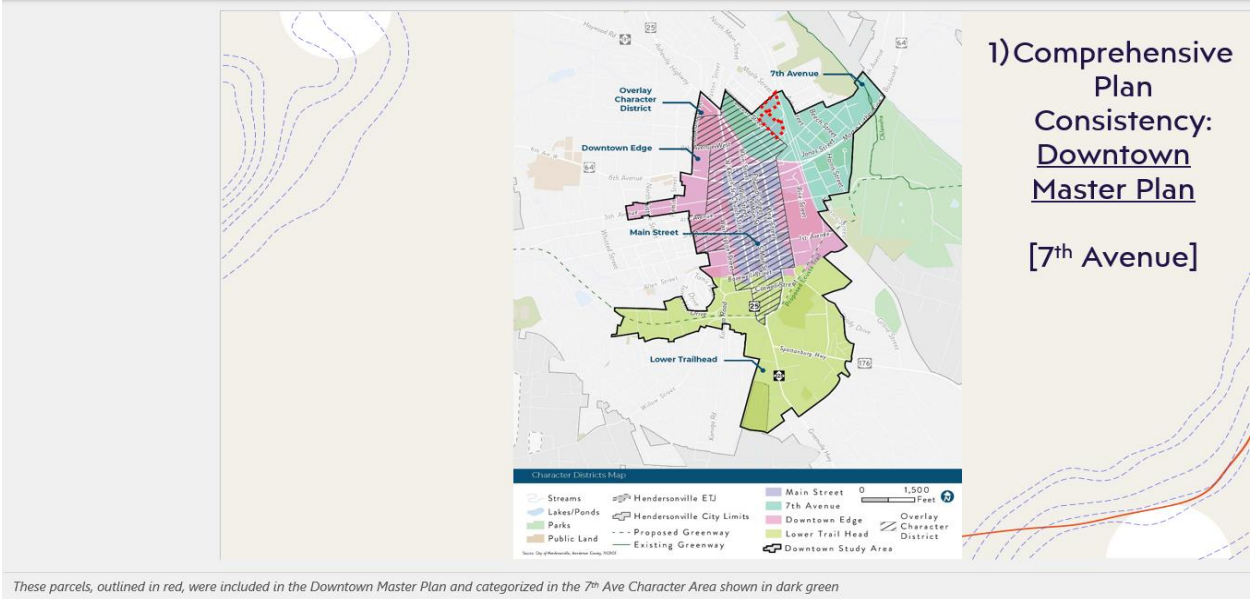
City of Hendersonville City Council

October 2, 2025

Community Development | Planning Division

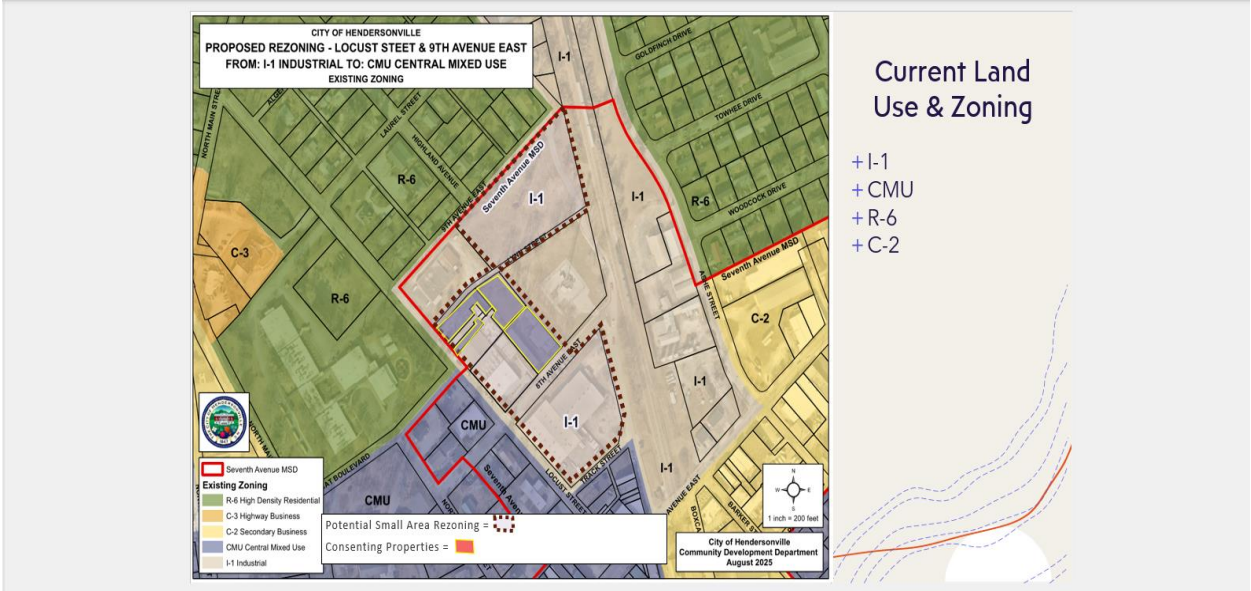
Matthew Manley, AICP | Long-Range Planning Manager





General Rezoning Standards: 1) COMPREHENSIVE PLAN CONSISTENCY	LAND SUPPLY, SUITABILITY & INTENSITY	Land Supply - The applicant property was <u>not</u> identified as. Other properties in the potential rezoning area (primarily the vacant properties) were identified as Underutilized in the Land Supply Map. Suitability – These underutilized properties were identified as Moderate to Highly Suitable for all three - Residential, Industrial and Commercial uses. Development Intensity - The subject property is located in an area designated as Highest. Focus Area - The subject property is located in the 7th Ave Focus Area and adjacent to the Downtown Edge Focus Area. The existing buildings are shown to be preserved. The vacant lot on Lynn St is shown as townhomes. It states that new uses in the area should be “...a mix of residential and commercial uses. New development should be sensitive to the character and form of the surrounding context.” Focused Intensity Node – Downtown is its own Focused Intensity Node. Downtown Master Plan – The properties are located in the Downtown Master Plan and designated in the 7th Ave Downtown Character Area. Locust St is designated as a Downtown street type.
	FUTURE LAND USE & CONSERVATION MAP	• Character Area Designation: Downtown • Character Area Description: Consistent with CMU • Downtown Character Area Designation: 7th Ave • Downtown Character Area Description: Consistent with CMU • Zoning Crosswalk: Consistent with CMU

1) Continuing our review of the Comprehensive Plan Consistency, Staff finds the staff proposed zoning to CMU is Consistent with the Character Area Description for Downtown.



2) Taking a look at the topic of Compatibility - The subject properties and proposed properties are all in the corporate limits of the City of Hendersonville and currently zoned I-1, Industrial. Central Mixed Use (CMU) Zoning is located across the street and continues south towards Main St. The properties are located in 7th Ave Municipal Service District (MSD). The are situated in a historic part of town located between the 7th Ave Depot Historic National Register District and the Cold Springs Park National Register Historic District. The principal property contains a two/three story brick building original constructed in 1926 as a Coca-Cola plant. The other properties which have also consented to the rezoning are retail and micro-brewery with one vacant property. The land uses in this area are typical of an area transitioning from a mid-century railroad-oriented industrial district to a revitalized urban mixed-use node. The evolving character of the area has developed over the last 15 years due to a variety of public and private investments. The future economic opportunities for this area better align with the uses and standards permitted under CMU.

General Rezoning Standards: 2) COMPATIBILITY	EXISTING CONDITIONS	- Current minimum lot size for I-1 = 40,000 Sq Ft - The average lot size along Locust St = 10,890 Sq Ft - The average lot size per suite = 6,000 Sq Ft - The smallest parcel = 3,000 Sq Ft - Current minimum setbacks for I-1 = 30' front / 20' side + rear - The existing building setbacks = 0' - Existing Conditions do not match Current Zoning	
	GEN H GOALS	I-1 Compatibility Vibrant Neighborhoods: Inconsistent Abundant Housing Choices: Inconsistent Healthy & Accessible Natural Environment: Inconsistent Authentic Community Character: Inconsistent Safe Streets and Trails: Inconsistent Reliable & Accessible Utility Services: Inconsistent Satisfying Work Opportunities: Consistent Welcome & Inclusive Community: Inconsistent Accessible / Available Community Services: Consistent Resilient Community: Inconsistent	CMU Compatibility Vibrant Neighborhoods: Consistent Abundant Housing Choices: Consistent Healthy & Accessible Natural Environment: Somewhat Consistent Authentic Community Character: Consistent Safe Streets and Trails: Consistent Reliable & Accessible Utility Services: Consistent Satisfying Work Opportunities: Consistent Welcome & Inclusive Community: Consistent Accessible / Available Community Services: Consistent Resilient Community: Inconsistent
	GEN H GUIDING PRINCIPLES	Mix of Uses: Inconsistent Compact Development: Inconsistent Sense of Place: Inconsistent Conserved/Integrated Open Spaces: Inconsistent Desirable & Affordable Housing: Inconsistent Connectivity: Inconsistent Efficient & Accessible Infrastructure: Inconsistent	Mix of Uses: Consistent Compact Development: Consistent Sense of Place: Consistent Conserved/Integrated Open Spaces: Consistent Desirable & Affordable Housing: Consistent Connectivity: Consistent Efficient & Accessible Infrastructure: Consistent

I will quickly summarize the analysis of Compatibility by pointing out the stark contrast between how CMU aligns with the City's Goals & Guiding Principles where I-1 does not. Staff has highlighted the different aspects of the Goals and Guiding principles where they differed between I-1 and CMU. Staff found that I-1 was Inconsistent with 8 of the 10 Gen H Goals while CMU was Consistent or Somewhat Consistent with all 10 Goals. Similarly, I-1 was Inconsistent with all 7 of the Gen H Guiding Principles. Conversely, CMU was Consistent with all 7 Guiding Principles. The reason that the I-1

General Rezoning Standards: 2) COMPATIBILITY	DESIGN GUIDELINES ASSESSMENT (Chapter V) The existing buildings on Locust St from Lynn St to 8th Ave are excellent example of historic buildings that reflect the type of traditional design that is promoted by the Downtown Design Guidelines. But because no new development is proposed, a full assessment of the building and site design was not performed.
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Since these properties are included in the study area for the Downtown Master Plan, staff considered the implications of the Design Guidelines. However, since no new development is proposed, a full analysis of the Downtown Design Standards was not performed.

General Rezoning Standards	3) CHANGED CONDITIONS	Changes in District Character (new businesses and reinvestments)
	4) PUBLIC INTEREST	- Preservation of existing character - Protection from incompatible uses (adult entertainment, video gambling, storage yards, body shops with outdoor storage, etc.) - New Compatible uses - Alignment with community-informed plans

For the 3rd Criteria, Changed Conditions - Staff finds that the changed conditions related to the fact that The 7th Ave District, including Locust St, has been one of the most rapidly changing areas in Hendersonville over the last 5-10 years. Both public and private investments have stabilized and celebrated the historical integrity of the district while providing new life in the form of public infrastructure and vibrant economic opportunity. The former industrial roots of the buildings along Locust St are evolving to house a mix of uses that serve a variety of urban needs and appetites. Recent updates to the I-1 Zoning District Standards requires that areas of the City that are no longer functioning as Industrial Districts update their zoning designation to accommodate appropriate and compatible uses and dimensional standards.

For the 4th Criteria, Public Interest - Adoption of CMU zoning would have a range of positive impacts for the community that have been covered throughout this presentation.

General Rezoning Standards	5) PUBLIC FACILITIES	Rezoning to CMU allows new opportunities for reinvestment in the city core and greater utilization of existing infrastructure.
	6) EFFECT ON NATURAL ENVIRONMENT	There is no immediate development proposed on the subject properties and no predicted impact on the natural environment as a result of this rezoning. .
	COMMITTEE RECOMMENDATION	The Current Planning Committee reviewed this item prior to today's meeting.

The 5th Criteria is Public Facilities – The Subject Properties would remain to be served with City Services.

For the 6th Criteria, Effect on Natural Environment – No impact to Natural Environment

PLANNING BOARD: Comprehensive Plan Consistency Statement

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

The proposed zoning of CMU aligns with the Gen H 2045 Comprehensive Plan Future Land Use & Conservation Map and the Character Area Description for 'Downtown'.

For your consideration, the Planning Board reviewed this proposal and unanimously recommended the following Comprehensive Plan Consistency Statement.

PLANNING BOARD: Reasonableness Statement

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

[Rationale for Approval]

- CMU Zoning is more compatible than I-1 Zoning due to the differences in dimensional standards and permitted uses.
- CMU Zoning would better protect the existing character of the built environment and support recent investments in the emerging economic future of the 7th Ave / Locust St district
- CMU would protect against incompatible Industrial uses
- Other neighboring properties zoned I-1 were provided an opportunity to rezone their properties to CMU to avoid any appearance of spot zoning and to create a cohesive zoning district. However, due to new requirements under S.B. 382, property owners must provide their consent for a rezoning of this nature. Though adjacent property owners were provided the information and opportunity to consent to the rezoning only those included in the motion have consented.

Additionally, Planning Board recommended the following list of Rationale for Approval. The last one specifically addresses the reasonableness as it relates to questions of spot zoning – ultimately this issue is being resolved with the participation of additional property owners.

DRAFT: Reasonableness Statement

We **do not** find this petition to be **reasonable** and in the public interest based on the information from the staff analysis and the public hearing, and because:

[Rationale for Denial]

- CMU Zoning would reduce the number of permitted uses
- CMU Zoning would reduce the required dimensional standards (setbacks, min. lot size, etc.)
- CMU Zoning would further shift the area from its industrial roots

Daniel Huggins introduced himself and his wife and thanked Council for their time. He feels the zoning aligns with their plans. The plan is to restore the facade and to preserve its historical significance.

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

The public hearing was opened at 6:51 p.m.

There was no public comment.

The public hearing was closed at 6:51 p.m.

Council Member Jennifer Hensley moved that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of properties possessing PINS: 9569-80-3332 & 9569-80-4238 & 9569-80-3335 & 9569-80-2395, from I-1, Industrial Zoning District to CMU, Central Mixed Use Zoning District, based on the following:

1. The petition is found to be consistent with the City of Hendersonville Gen H Comprehensive Plan based on the information from the staff analysis and because:

The proposed zoning of CMU aligns with the Gen H 2045 Comprehensive Plan Future Land Use & Conservation Map and the Character Area Description for ‘Downtown’.

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

1. *CMU Zoning is more compatible than I-1 Zoning due to the differences in dimensional standards and permitted uses.*
2. *CMU Zoning better protects the existing character of the built environment and supports recent reinvestment in the economic vitality of the 7th Ave District*
3. *CMU Zoning will protect against incompatible Industrial uses.*
4. *Other neighboring properties zoned I-1 were provided an opportunity to rezone their properties to CMU to avoid any appearance of spot zoning and to create a cohesive zoning district. However, due to new requirements under S.B. 382, property owners must provide their consent for a rezoning of this nature. Though adjacent property owners were provided the information and opportunity to consent to the rezoning only those included in the motion have consented.*

A unanimous vote of the Council followed. Motion carried.

B. Zoning Text Amendment: CMU Lot Size + On-Street Parking (25-55-ZTA) –
Matthew Manley, AICP, Long-Range Planning Manager

Matt Manley explained that the City of Hendersonville has received an application from Sarah Schafer with Watermark Landscape Architecture to amend the City's Zoning Ordinances for the Central Mixed Use Zoning District (CMU) to reduce minimum lot size requirements and allow for on-street parking to count towards minimum parking requirements. The proposed changes would allow for housing types such as townhomes (single-family attached) which involve subdivisions of land into small individual lots equivalent to the footprints of the individual attached units. The existing 8,000 Sq Ft min. lot size makes townhome projects infeasible. Additionally, the proposed changes would better utilize land in the urban core by not requiring as much land be dedicated to surface parking. The proposed changes acknowledge that on-street parking is prevalent in the urban core. There exist an interconnected street network making up many small blocks. This configuration accommodates on-street parking where spaces are occupied and freed up in frequent intervals with peak times during normal business hours. Residential units would utilize on-street primarily during non-peak hours. The proposed changes are consistent with the Gen H Plan. The Planning Board unanimously recommended approval of the text amendment and directed staff to pursue requirements for Bicycle Parking in the CMU zoning district.

CMU MIN. LOT SIZE + ON-STREET PARKING

(25-55-ZTA)

Zoning Text Amendment

City of Hendersonville City Council

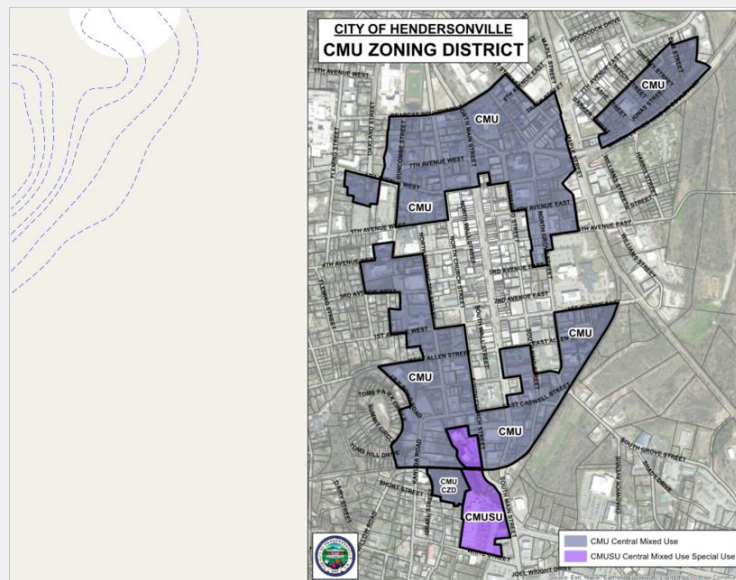
October 2nd, 2025

Community Development | Planning Division

Matthew Manley, AICP | Long-Range Planning Manager



-



This map illustrates the area that would be impacted by the proposed changes. Though I will note that the 7th Ave MSD has no parking requirements.

5-19-3 Development standards.

5-19-3.1 Parking and loading. For non-residential developments, the requirements of section 6-5, below, shall apply. Residential developments shall be provided with a minimum of one on- or off-street parking space per dwelling unit. As far as practicable, in consideration of site constraints and reasonable development requirements, parking for non-residential and multi-family residential developments shall be situated to the side or rear of principal structures.

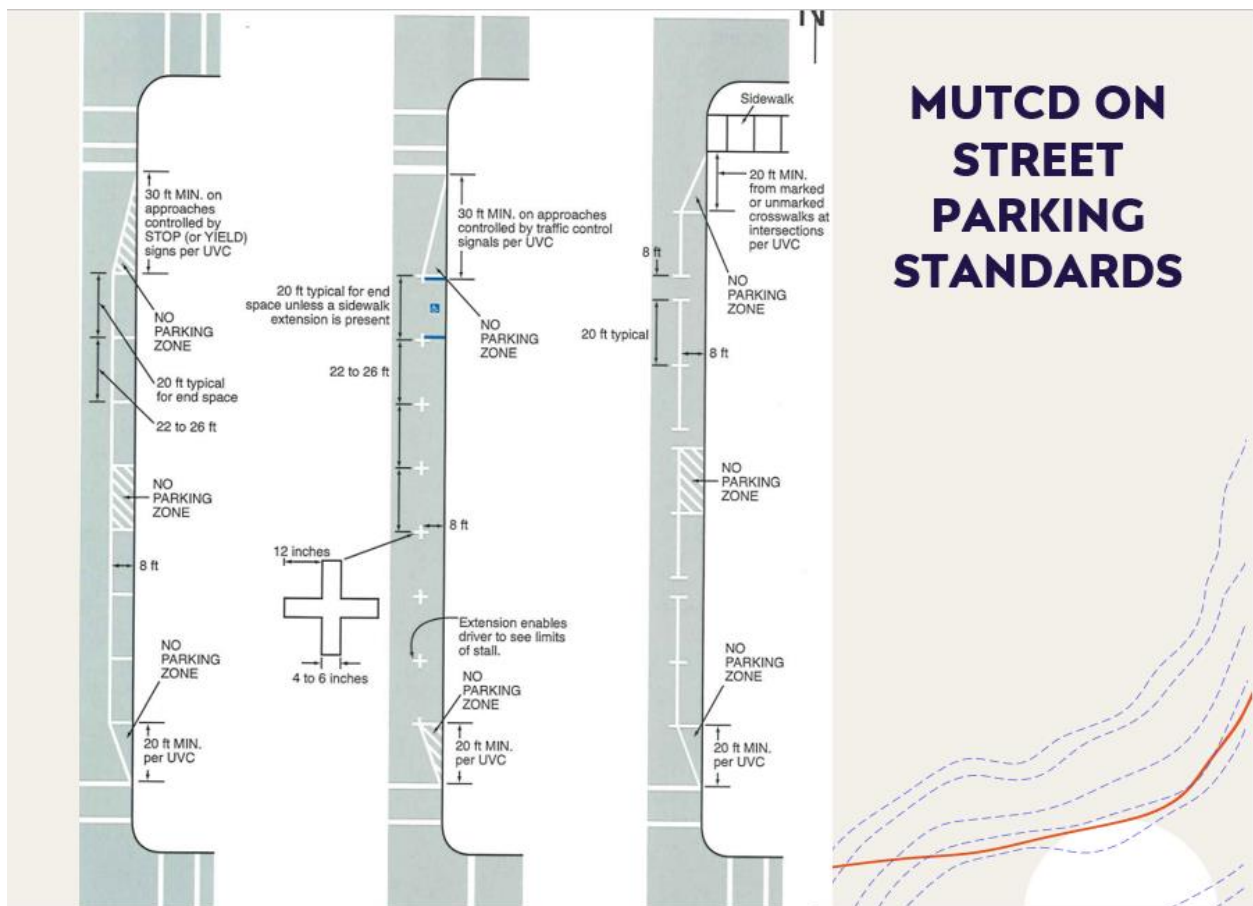
The specific request made by the applicant was to eliminate Min. Lot Size Requirements and allow On-Street Parking to count towards Parking Requirements. The following language was devised by Staff to address the applicant's request. The first item is to add on-street parking language.
The language that is shown in red has been relocated in this same section of the ordinance.

a) On-street parking.

- i. On-street parking may not exceed 33% of a development's total parking requirement.
- ii. Only eligible on-street parking spaces may be utilized to meet parking requirements. To be eligible, an on-street parking space must either be:
 - a. An existing delineated parking space within the right-of-way directly abutting the frontage of the development or
 - b. A newly-delineated on-street parking space subject to the following:
 - 1. Newly-delineated on-street parking spaces shall meet MUTCD Standards.
 - 2. Proposed newly-delineated on-street parking shall be illustrated in a site plan in accordance with Article VII and reviewed and approved by NCDOT (for state-maintained roads) or the City of Hendersonville Public Works Director (for local streets).
 - 3. Installation of newly-delineated on-street parking spaces shall be the responsibility of the developer.

**Proposed
Amendment:**
CMU

The abundance of the new language is as follows:



**Proposed
Amendment:**
CMU

a) Off-street parking.

- i. As far as practicable, in consideration of site constraints and reasonable development requirements, off-street parking for non-residential and residential developments shall be situated to the side or rear of principal structures.
- ii. All off-street parking areas shall be separated from the back of the curb by a planting strip at least five feet in width and screened from view from public streets by principal structures or by shrubs and/or evergreen trees planted at the most appropriate spacing for the species used. The reviewing authority may authorize the use of walls and or fences not exceeding ~~four~~ five feet in height in lieu of a vegetative screen where site constraints or design considerations justify such substitution.

The language from the first paragraph has been relocated here under a new sub-heading specific to Off-Street Parking Requirements.

Proposed Amendment:
CMU

5-19-3.2 Dimensional requirements.

Minimum lot area in square feet:	8,000.0
Minimum lot width:	None
Minimum yard requirements in feet:	12 feet measured from the back of the curb of any street. Rear and side yards are not required if yards do not border a street. However, if yards are provided, they must be a minimum of five feet measured from the property line.
Maximum building height in feet:	36 feet; provided, however, structures containing at least three floors limited to residential uses may be constructed to a height not exceeding 64 feet.

This table shows the reduction of the min. lot size from 8,000 Sq Ft to 0 sq ft.

Proposed Amendment:
CMU

ARTICLEVI. - GENERAL PROVISIONS

Sec. 6-5. - Off-street parking.

6-5-5 - Minimum design requirements.

6-5-5.1 Motor vehicle parking spaces shall measure nine feet by ~~eighteen~~ 18 feet (9'x18').

6-5-5.2 All parallel motor vehicle parking spaces shall measure ~~nine~~ eight feet six inches by ~~twenty-two~~ 22 feet (8.5'x22').

6-5-5.3 Parking spaces shall be designed to prevent a vehicle from protruding or overhanging a sidewalk. Residential driveways shall provide a minimum of twenty-two feet (22') of clearance from the back of existing or planned sidewalks.

To ensure that there is continuity across the code, some additional changes and clarifications were made in the Parking Section of the ordinance
Staff has also used the opportunity to clarify the minimum depth of a driveway to ensure that parking spaces do not protrude or overhang into sidewalks.

Proposed Amendment:
CMU

ARTICLE VII. – DEVELOPMENT REVIEW

7-3-4 - Review of final site plans.

j) All proposed streets and/or driveways with proposed names, pavement widths and rights-of-way, and showing sight distances and their relationship to all street and driveway intersections within a 200-foot radius of the intersection of such entrances and exits with any public road. All alleys, driveways, curb cuts for public streets and handicap ramps, loading areas and provisions for off-street and on-street parking spaces and sidewalks; calculations indicating the number of parking spaces required and the number provided. All streets shall be clearly identified as public or private; a typical cross-section of public or private streets and/or driveways shall be included;

These proposed changes in Article VII clarify that on-street parking should be included on a site plan if it is being provided

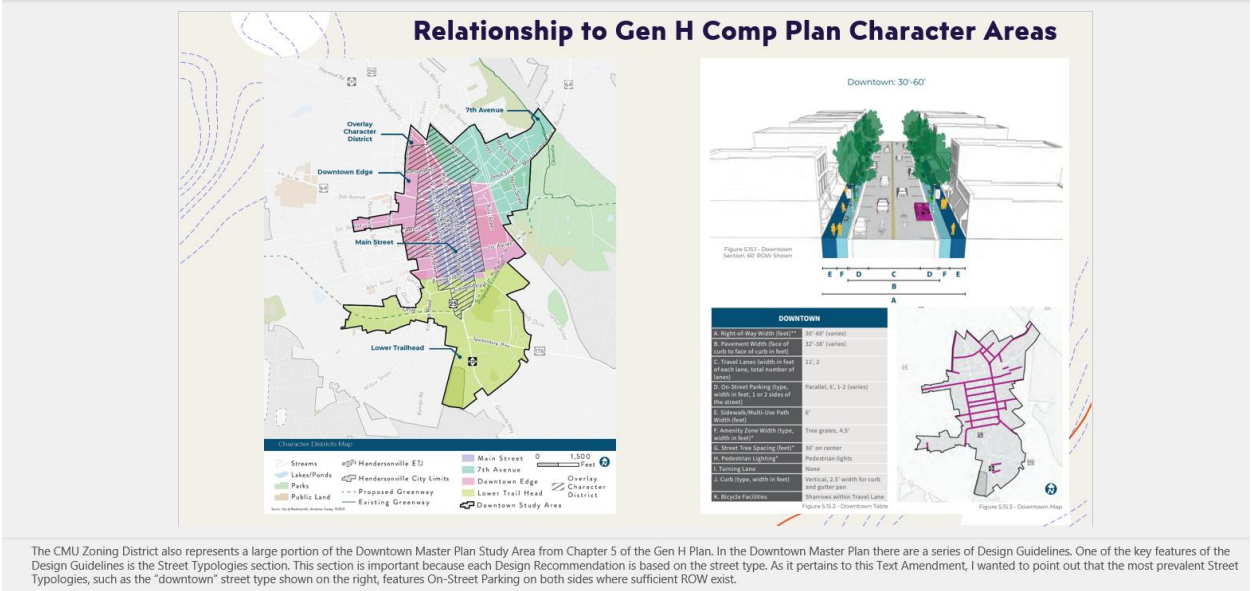
General Rezoning Standards: 1) COMPREHENSIVE PLAN CONSISTENCY	LAND SUPPLY, SUITABILITY & INTENSITY	• Supply: N/A • Suitability: N/A • Intensity: The proposal aligns with the development pattern of Option 2 in Figure 4.9 – Alternative Growth Map
	FUTURE LAND USE & CONSERVATION MAP	Character Area Designations: Downtown Character Area Descriptions: Consistent Zoning Crosswalk: Consistent Focus Area: Downtown Edge - Consistent
	COMMITTEE RECOMMENDATION	The Legislative Committee has not reviewed this item to date.

1) Now that we have reviewed the proposed text amendments, let's take a look at the first Criteria considered for a text amendment which is **Comprehensive Plan Consistency**. Staff finds the proposal to be consistent with the Gen H Comprehensive Plan Character Area Descriptions for the Downtown Character Area

Relationship to Gen H Comp Plan Character Areas

DOWNTOWN (DT)

This is the heart of the community and center of civic activities. In addition to governmental uses, it includes a mix of retail, restaurant, service, office, and civic uses. A variety of residential housing types complement the nonresidential uses and ensure a vibrant center with a 24/7 population. The mix of uses can be horizontal or vertical, with changes between floors of the same building. Buildings of two or more stories are common, and streets feature short block lengths and pedestrian facilities. Open spaces include plazas and formal greens.



The CMU Zoning District also represents a large portion of the Downtown Master Plan Study Area from Chapter 5 of the Gen H Plan. In the Downtown Master Plan there are a series of Design Guidelines. One of the key features of the Design Guidelines is the Street Typologies section. This section is important because each Design Recommendation is based on the street type. As it pertains to this Text Amendment, I wanted to point out that the most prevalent Street Typologies, such as the "downtown" street type shown on the right, features On-Street Parking on both sides where sufficient ROW exist.

General Rezoning Standards: 2) COMPATIBILITY	DESIGN GUIDELINES ASSESSMENT (Chapter V)	• <u>Focus Areas</u> – [Consistent with Downtown Edge + 7th Ave] • <u>Public Realm</u> – [Consistent – On-street parking is key feature of proposed street typologies] • <u>Site Design</u> – [Consistent – Proposes Parking Maximums] • <u>Building Design</u> – N/A

Staff also considered the changes at a high level with the Design Guidelines from the Downtown Master Plan finding the proposals to be consistent with the Focus Areas of Downtown Edge & 7th Ave, the recommendations for Public Realm and Site Design considerations.

General Rezoning Standards: 2) COMPATIBILITY	EXISTING CONDITIONS	Interconnected small blocks allow for on-street parking dispersed across the district. Blocks are 266’ long (stop bar to stop bar). The number of available on-street parking spaces would be based on conditions (driveways, utilities, hydrants, etc.) Lot sizes across the district range in size.
	RELEVANT GEN H GOALS	Vibrant Neighborhoods: [Consistent] Abundant Housing Choices: [Consistent] Healthy and Accessible Natural Environment: [Somewhat Consistent] Authentic Community Character: [Consistent] Safe Streets and Trails: [Consistent] Satisfying Work Opportunities: N/A Welcoming & Inclusive Community: N/A Accessible & Available Community Uses & Services: N/A Resilient Community: N/A
	GEN H GUIDING PRINCIPLES	Mix of Uses: N/A Compact Development: [Consistent] Sense of Place: [Consistent] Conserved & Integrated Open Spaces: [Consistent] Desirable & Affordable Housing: [Consistent] Connectivity: [Consistent] Efficient & Accessible Infrastructure: [Consistent]

For considering Compatibility, staff reviewed the proposed changes with Existing Conditions and the Goals and Guiding Principles of the Gen H Comprehensive Plan. We find that the proposed amendment is Compatible given the nature of the urban core of the city and how the proposed changes align with the Goals & Guiding Principles of the Gen H Plan.

General Rezoning Standards	3) CHANGED CONDITIONS	• There is growing interest for infill development around the City’s urban core as some of the few remaining vacant parcels are being pursued for residential development.
	4) PUBLIC INTEREST	• The proposed amendment would allow for compatible infill attached single-family development and greater utilization of land for its highest and best use. Additional delineated on-street parking spaces could also result from the proposed language.

The 3rd Criteria Considered is Changed Conditions - The text amendment is in response to demand to maximize utilization of developable land

The 4th Criteria Considered is Public Interest – Changes to min. lot size would allow for compatible infill development. Use of on-street parking may increase demand on existing parking spaces but also result in the delineation of new parking spaces.

General Rezoning Standards	5) PUBLIC FACILITIES	The proposed text amendment would facilitate infill development in downtown Hendersonville. Infill development allows for greater utilization of existing infrastructure without the need for utility expansion and increased cost of maintenance. Existing on-street parking spaces would have additional users. Some additional public on-street spaces could be created where new development occurs where no on-street spaces are currently delineated.
	6) EFFECT ON NATURAL ENVIRONMENT	There are no known environmental impacts and no immediate development proposed.

Staff found that the proposed text amendments have the potential to allow for greater utilization of existing Public Facilities by creating opportunities for infill development. There are no specific environmental impacts associated with this text amendment.

PLANNING BOARD: Comprehensive Plan Consistency Statement

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

The proposed text amendment aligns with the Gen H 2045 Comprehensive Plan Future Land Use & Conservation Map and the Character Area Descriptions.

Staff proposes the following Comprehensive Plan Consistency Statement

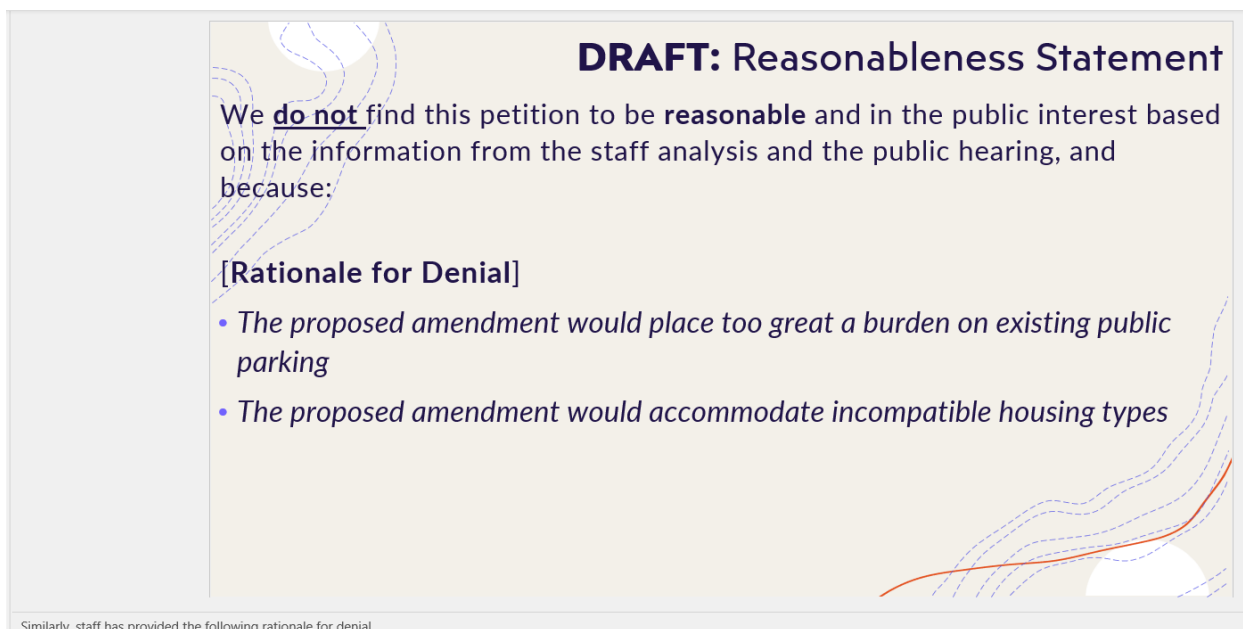
PLANNING BOARD: Reasonableness Statement

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

[Rationale for Approval]

- The proposed amendment creates an opportunity to accommodate infill development*
- The proposed amendment allows for greater utilization of existing infrastructure*
- The proposed amendment increases opportunities for additional housing in city core*

As well as the following Rationale for Approval. You are encouraged to chose those rationale that you most agree with, as well as to provide your own rationale.



DRAFT: Reasonableness Statement

We do not find this petition to be **reasonable** and in the public interest based on the information from the staff analysis and the public hearing, and because:

[Rationale for Denial]

- The proposed amendment would place too great a burden on existing public parking
- The proposed amendment would accommodate incompatible housing types

Similarly, staff has provided the following rationale for denial.

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

The public hearing was opened at 7:03 p.m.

Ken Fitch spoke mostly “for” the project but said site specific assessments may be unwise.

The public hearing was closed at 7:09 p.m.

Council Member Gina Baxter moved that City Council adopt an ordinance amending the official City of Hendersonville Zoning Ordinance Article V. – Zoning District Classifications, Article VI. General Provisions, & Article VII. Development Review to eliminate minimum lot size requirements and to allow qualifying on-street parking to count towards minimum parking requirements in the CMU Zoning District based on the following:

1. The petition is found to be consistent with the Gen H Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The proposed amendments align with the Gen H Comprehensive Plan Future Land Use & Conservation Map and the Character Area Descriptions.

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

- 1. The proposed amendment creates an opportunity to accommodate infill development***
- 2. The proposed amendment allows for greater utilization of existing infrastructure***
- 3. The proposed amendment increases opportunities for additional housing in city core.***

A unanimous vote of the Council followed. Motion carried.

C. Rezoning: Conditional Zoning District – Compleat KiDZ (25-60-CZD) – Sam Hayes, Planner II

Sam Hayes explained that the proposed project would rezone the properties located at 913 and 917 9th Avenue West from PID-CZD to MIC-CZD. These two parcels together total approximately 0.95 acres. In 2023, the properties were rezoned to MIC-CZD for a proposed daycare center. However, because it was a conditional zoning district, the approved use was limited to that specific purpose. The current applicant now seeks to convert the existing building into office space, which requires a new rezoning request. They are proposing to rezone the property to MIC-CZD to align with the intended office use. The submitted site plan meets the zoning and landscaping requirements for the MIC-CZD district. However, due to existing site constraints—primarily the presence of an existing building—the developer has proposed several conditions as part of the request.



Neighborhood Compatibility Meeting

- + **Dates:** July 24th, 2025
- + **Attendees:**
 - + In-person - 2 residents
 - + Online - 1 residents
- + **Topics Discussed:**
 - + Concerns related to traffic impacting the adjacent schools and residential areas.
 - + Questions pertaining to the number of employees who would be working at the facility.
 - + Questions about the hours of operation of the clinic and how that would interact with school drop off.
 - + Questions pertaining to if a traffic study will be required for this project.



Items Discussed:
Concerns related to traffic impacting the adjacent schools and residential areas
Questions pertaining to the number of employees who would be working at the facility
Questions about the hours of operation of the clinic and how that would interact with school drop off.
Questions pertaining to if a traffic study will be required for this project.

Site Plan



Conditions

- 1) This is an existing building setback to setback on the north Section 5-10-3 in 11'
- 2) Developer request along the eastern side in all areas that can

Existing building – 11,441 square feet and will not be expanded or altered on the exterior.
Parking – required 29 spaces, and 30 spaces are provided.
Entrance and exit – Once way entrance off of orleans avenue and a one way exit onto 9th avenue.
Sidewalk – There is currently sidewalk that runs along 9th avenue. The applicant will construct the remaining sidewalk along their property on orleans avenue.

General Rezoning Standards: 1) COMPREHENSIVE PLAN CONSISTENCY	LAND SUPPLY, SUITABILITY & INTENSITY	• The subject property was excluded from the Land Supply Map analysis. • The subject property was excluded from the Suitability Assessment analysis.
	FUTURE LAND USE & CONSERVATION MAP	• Designation: Multi-Generational Living • Character Area Description: Somewhat Consistent • Zoning Crosswalk: Inconsistent

The subject parcel was excluded from the Land Supply Map and Suitability Assessment analysis.

Staff found this to be consistent with the character area description, and the zoning crosswalk.

Staff found it to be somewhat consistent with the character area description and inconsistent with the zoning crosswalk.

Current Land Use & Zoning

- + PID-CZD
- + R-15
- + R-6

The subject property is currently zoned PID-CZD. The adjacent properties are zoned R-15. The property across 9th and Orleans is zoned PID

The uses surround the property are Hendersonville Middle School and residential. There is a daycare at the other end of the block on 9th Avenue.

General Rezoning Standards	2) Compatibility	Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property.
		• The subject property currently has one structure on it. This structure will be used by the applicant for their medical offices. No expansion of the structure is proposed. The adjacent property that sits on the corner of 9th and Orleans Avenue will be incorporated into the plan as part of the parking lot. There is a school across 9th and Orleans from the property.
	3) Changed Conditions	Whether and the extent to which there are changed conditions, trends or facts that require an amendment.
		• The subject property was previously zoned to enable a childcare center. This venture never was realized, and therefore, the applicant is proposing a changed use.

- The subject property currently has one structure on it. This structure will be used by the applicant for their medical offices. No expansion of the structure is proposed. The adjacent property that sits on the corner of 9th and Orleans Avenue will be incorporated into the plan as part of the parking lot. There is a school across 9th and Orleans from the property.
- The subject property was previously zoned to enable a childcare center. This venture never was realized, and therefore, the applicant is proposing a changed use.

General Rezoning Standards	4) Public Interest	Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public health, safety and general welfare.
		The applicant will activate an unused building, thereby improving the safety of the area from unwanted activity in the building. This will also bring a vital service for families with children with autism. The close proximity to the schools in the area may create opportunities for children to utilize these services.

- The applicant will activate an unused building, thereby improving the safety of the area from unwanted activity in the building. This will also bring a vital service for families with children with autism. The close proximity to the schools in the area may create opportunities for children to utilize these services.

General Rezoning Standards	5) Public Facilities	Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment.
		The subject property will be served by City of Hendersonville services. The subject property is located near one of the city's main entry corridors.

The subjec~~t~~ property will be served by city services.

General Rezoning Standards	6) Effect on Natural Environment	Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands and wildlife.
		No major impact will be made to the environment from the development of this project.

There are no major impacts to the environment from this development.

DRAFT: Comprehensive Plan Consistency Statement

The petition is found to be **consistent** with the City of Hendersonville Gen H 2045 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The petition is consistent with a range of Goals, Guiding Principles, and the Future Land Use Designation as defined in Chapter IV of the Gen H Comprehensive Plan.

Considering the analysis of the rezoning criteria, staff has drafted the following Comprehensive Plan Consistency Statement...

DRAFT: Approval Reasonableness Statement

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

[Rationale for Approval]

1. The petition utilizes an existing building and existing infrastructure.
2. The petition is in close proximity to schools, medical facilities, and existing neighborhoods making it an ideal location for the services offered.
3. The petition will improve pedestrian connectivity in the area.

DRAFT: Denial Reasonableness Statement

We do **not** find this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:

[Rationale for Denial]

- The petition will impact traffic in the area, causing safety issues for neighboring schools and residential areas.
- The proposed use is not appropriate for the area.

Jennifer Lahn, Regional Vice President of Real Estate Facilities for Kare Partners spoke and said that they have been in touch with both schools and have discussed that we can tweak our hours if need be to help with any traffic issues. We are excited to be coming to Hendersonville.

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

The public hearing was opened at 7:27 p.m.

Ken Fitch spoke for this project but feels that they should specifically define the zoning as “pediatric.” He also suggested possibly stating whether this is a local, county or state jurisdiction.

Community Development Director Lew Holloway added that we do not have pediatric as a type of use, but we do have other uses that are reflective of the concerns he has that could accommodate that use. Without a zoning text amendment, we cannot introduce a new use.

The public hearing was closed at 7:32 p.m.

Council Member Melinda Lowrance moved that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning -designation of the subject property (PINs: 9569-40-2580 and 9569-40-3593) from PID-CZD (Planned Institutional Development – Conditional Zoning District) to MIC-CZD (Medical, Institutional, and Cultural – Conditional Zoning District) based on the site plan [dated September 22nd, 2025] and list of conditions submitted by and agreed to by the applicant, and presented at this meeting and subject to the following:

1. The development shall be consistent with the site plan, including the list of applicable conditions contained therein, and the following permitted uses:

- *Office, business, professional, and public*

2. The petition is found to be consistent with the City of Hendersonville Gen H 2045 Comprehensive Plan based on the information from the staff analysis and because:

The petition is consistent with a range of Goals, Guiding Principles, and the Future Land Use Designation as defined in Chapter IV of the Gen H Comprehensive Plan.

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

- 1. The petition utilizes an existing building and existing infrastructure.*
- 2. The petition is in close proximity to schools, medical facilities, and existing neighborhoods making it an ideal location for the services offered.*
- 3. The petition will improve pedestrian connectivity in the area.*

A unanimous vote of the Council followed. Motion carried.

~Mayor Volk asked for a brief recess at 7:36 p.m. and returned to session at 7:42 p.m.~

8. NEW BUSINESS

A. 2025 General Obligation (GO) Bond Resolution of Intent and Statement of Fact – Adam Murr, Budget & Evaluation Director

Budget & Evaluation Director Adam Murr explained that in alignment with City Council's strategic goals, the City of Hendersonville is considering the issuance of up to \$10,000,000 in revenue bonds. Bond proceeds would support a wide range of transportation projects, including the acquisition, construction, reconstruction, widening, paving, and resurfacing of streets and sidewalks. Eligible projects may also include curbs, gutters, drainage systems, bridges, overpasses, crossings, lighting, traffic controls, bicycle lanes, landscaping, streetscaping, pedestrian enhancements, and the acquisition of land, rights-of-way, and easements.

This agenda item authorizes City staff to publish a Notice of Intent to Apply to the Local Government Commission (LGC) for Approval of Bonds and to make the required statements of fact related to the proposed issuance.

Next Steps:

- October 7, 2025: Staff will advertise the Notice of Intent.
- October 20, 2025: Staff will file the application with the LGC.
- November 6, 2025: Introduction of the bond order resolution setting a public hearing date.
- December 4, 2025: Public hearing on the bond order.

Council Member Jennifer Hensley moved that City Council adopt (1) the Resolution Directing the Publication of the Notice of Intent to Apply to the Local Government Commission and (2) the Resolution Making Certain Statements of Fact as presented. A unanimous vote of the Council followed. Motion carried.

RESOLUTION #R-25-102

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA
DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO APPLY TO THE LOCAL
GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**

WHEREAS, the City Council (the “*City Council*”) of the City of Hendersonville, North Carolina (the “*City*”) is considering the issuance of general obligation bonds of the City which shall be for the following purposes and in the following maximum amount:

\$10,000,000 of bonds to provide funds to pay the capital costs of acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading and improving streets and sidewalks, including, without limitation, curbs, gutters, drains, bridges, overpasses, crossings, lighting, traffic controls, signals and markers, bicycle lanes, and landscape, streetscape and pedestrian improvements, and the acquisition of land, rights-of-way and easements in land required therefor.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City Clerk is hereby directed to cause a copy of the “NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS” to be published in a newspaper of general circulation in the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of October, 2025.

RESOLUTION #R-25-103

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA
MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE AND
AUTHORIZING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION**

WHEREAS, the City Council (the “*City Council*”) of the City of Hendersonville, North Carolina (the “*City*”) is considering the issuance of general obligation bonds of the City which shall be for the following purposes and in the following maximum amounts:

\$10,000,000 of bonds to provide funds to pay the capital costs of acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading and improving streets and sidewalks, including, without limitation, curbs, gutters, drains, bridges, overpasses, crossings, lighting, traffic controls, signals and markers, bicycle lanes, and landscape, streetscape and pedestrian improvements, and the acquisition of land, rights-of-way and easements in land required therefor.

WHEREAS, certain findings of fact by the City Council must be presented to enable the Local Government Commission of the State of North Carolina (the “*Commission*”) to make certain determinations as set forth in Section 159-52 of the North Carolina General Statutes, as amended.

NOW, THEREFORE, BE IT RESOLVED that the City Council, meeting in open session on the 2nd day of October, 2025, has made the following factual findings in regard to this matter:

A. **Facts Regarding Necessity of Proposed Financing.** The proposed bonds are necessary or expedient to pay the capital costs of acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading, and improving streets and sidewalks as set forth above.

B. **Facts Supporting the Amount of Bonds Proposed.** The sums estimated for these bonds are adequate and not excessive for the proposed purposes. Estimates for the proposed projects have been carefully analyzed and determined by persons knowledgeable about the projects.

C. **Past Debt Management Procedures and Policies.** The City’s debt management procedures and policies are good and have been carried out in compliance with law. The City employs a Finance Director to oversee compliance with applicable laws relating to debt management. The City Council requires annual audits of City finances. In connection with these audits, compliance with laws is reviewed. The City is not in default in any of its debt service obligations. The City Attorney reviews all debt-related documents for compliance with laws.

D. **Past Budgetary and Fiscal Management Policies.** The City’s budgetary and fiscal management policies have been carried out in compliance with laws. Annual budgets are closely reviewed by the City Council before final approval of budget ordinances. Budget amendments changing a function total or between functions are presented to the City Council at regular City Council meetings. The Finance Director presents financial information to the City Council which shows budget to actual comparisons annually and otherwise as the City Manager deems necessary or as a member of the City Council may request.

E. **Increase in Taxes.** The increase in taxes, if any, necessary to service the proposed debt will not be excessive. The schedule for issuance anticipates issuing all of the bonds in one or more series during the seven years following the approval of the bond order.

F. **Marketing of Bonds.** The proposed bonds can be marketed at reasonable rates of interest.

G. **Estimated Interest.** The assumptions to be used by the City’s Finance Director in preparing the statement of disclosure to be filed with the City Clerk pursuant to Section 159-55.1(a) of the General Statutes of North Carolina are reasonable.

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the Finance Director of the City to file with the Commission an application for its approval of General Obligation Transportation Bonds hereinbefore described, on a form prescribed by said Commission, and (1) to request in such application that said Commission approve the City’s use of Parker Poe Adams & Bernstein LLP, as bond counsel for the City and (2) to state in such application such facts and to attach thereto such exhibits in regard to such General Obligation Transportation Bonds and the City’s financial condition, as may be required by said Commission.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

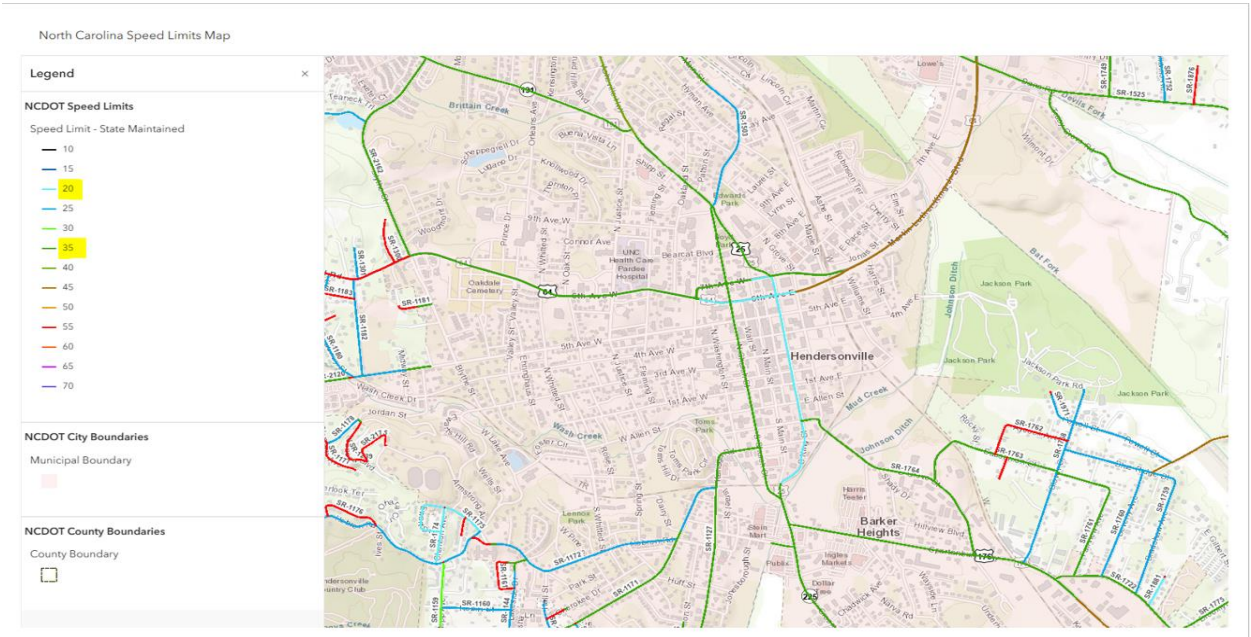
Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of October, 2025.

B. Request for NCDOT to Reduce Church Stret and King Street Speed Limit – Brent Detwiler, Assistant City Manager – Public Services

Brent Detwiler explained that there have been numerous concerns raised to City staff and others in the community regarding the road and Ecusta Trail intersections and bike and pedestrian safety since the trail opened this summer, notably at Church Street. It has been noted that the posted speed limit on Church Street just north of the trail crossing is 35 miles per hour (mph). Other sections of Church Street are posted at 20 mph. Further investigation has revealed that the North Carolina Department of Transportation (NCDOT) has data and mapping that indicate all of Church Street and part of King Street is 35 mph. Staff is presenting a resolution for Council to request that NCDOT reduce the speed limit to 20 mph for both Church Street and King Street, and we welcome your questions.

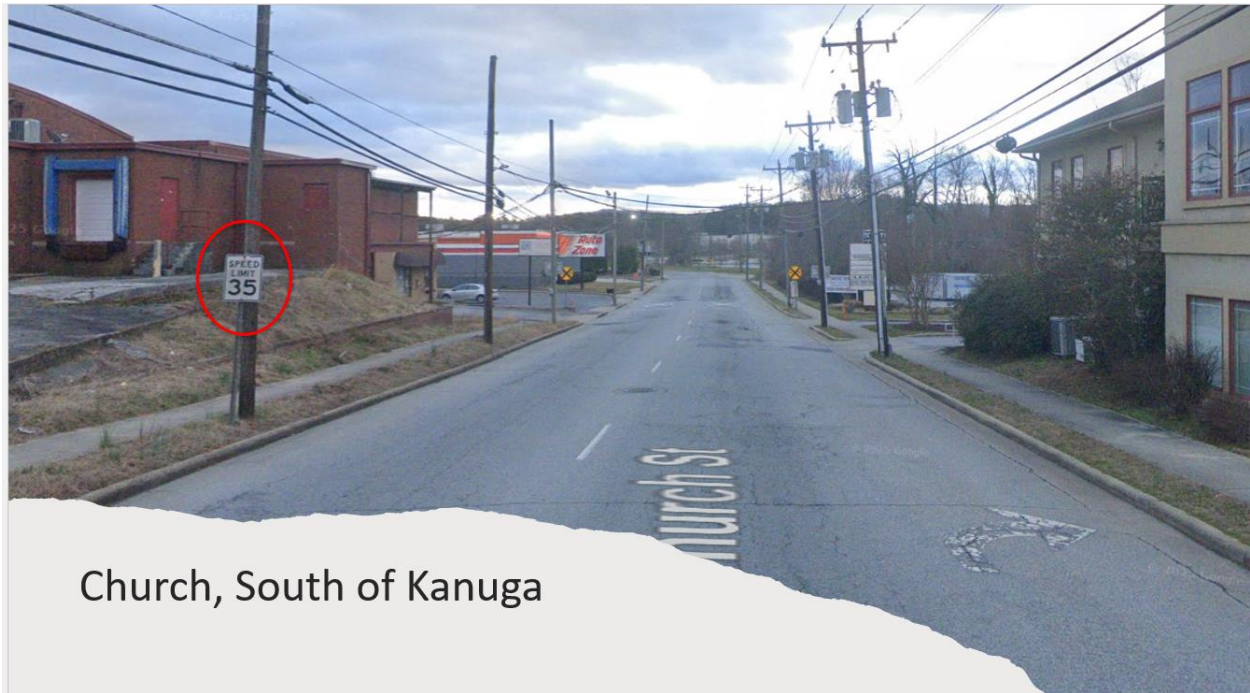
Request for NCDOT to Reduce Church Street and King Street Speed Limit

October 2, 2025

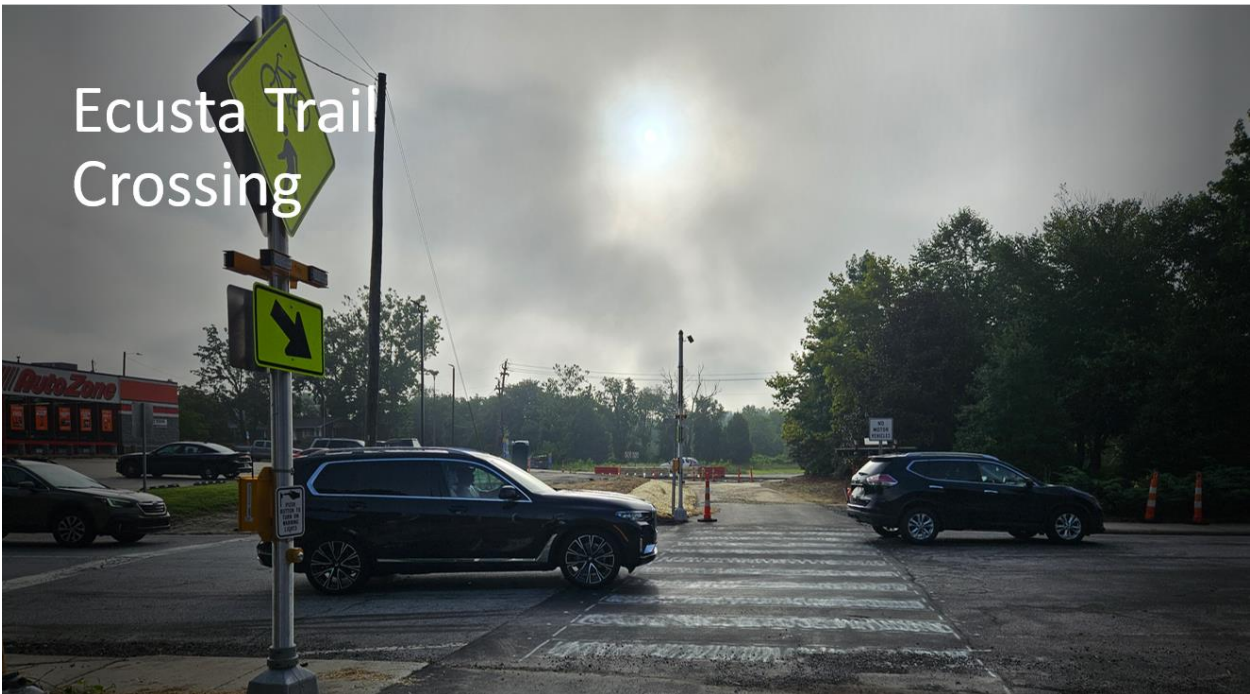




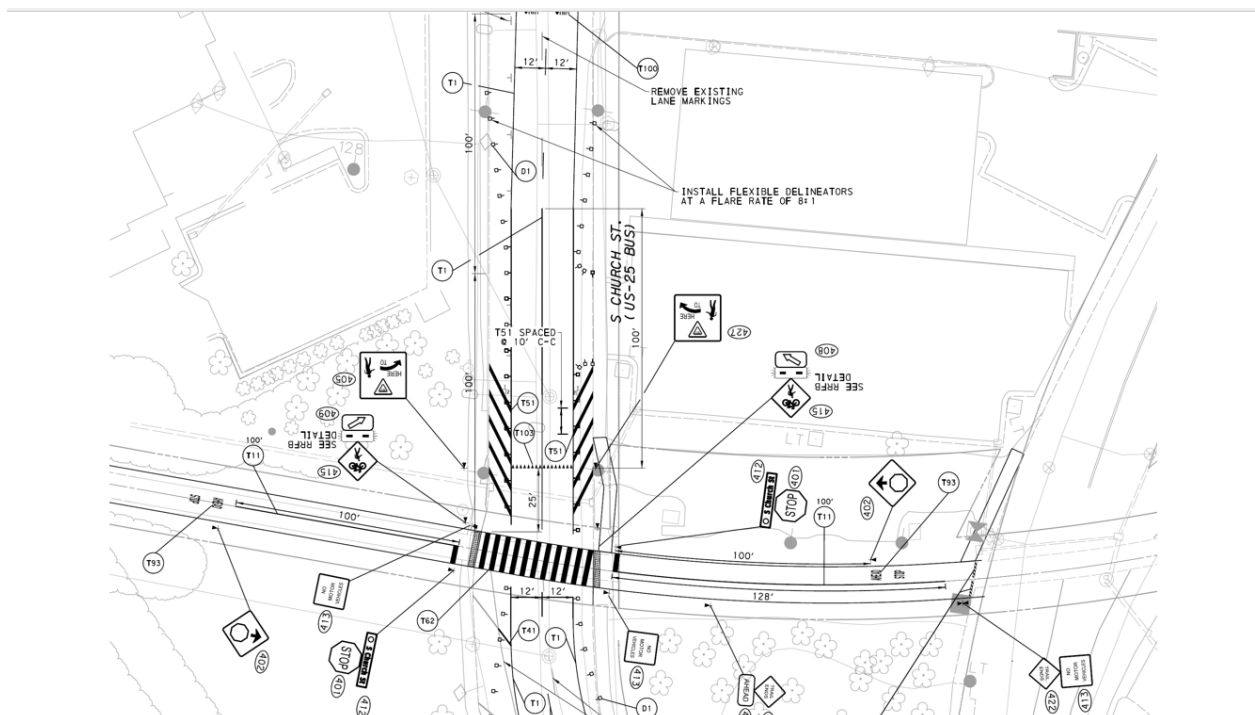
Church & Barnwell



Church, South of Kanuga



Ecusta Trail Crossing



NCDOT Church St Paving

- Update as of 9/30/25:
 - Milling subcontractor may start 2nd week of October
 - Option to possibly self-perform milling work
 - As soon as a confirmed date is known, NCDOT will issue a press release (and let our staff know)



Council Member Lyndsey Simpson moved Council to request the North Carolina Department of Transportation reduce the speed limit from 35 mph to 20 mph on Church Street and King Street; replace signs as necessary to reflect the 20-mph speed limit; and update records, maps, and data accordingly. A unanimous vote of the Council followed. Motion carried.

Resolution #R-25-104

REQUEST TO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION TO REDUCE THE SPEED LIMIT ON CHURCH STREET AND KING STREET IN DOWNTOWN HENDERSONVILLE

WHEREAS, there are several sections of Church Street and King Street in downtown Hendersonville that are listed as 35 miles per hour (mph) with the remainder of the road sections posted at 20 mph speed limit; and

WHEREAS, there are many pedestrians that utilize these corridors, and the City would like to encourage and provide the safest possible environment for drivers and pedestrians to reduce the likelihood of accidents; and

WHEREAS, these sections of streets are state-owned rights-of-way, City Council wishes to reduce the 35-mph speed limit to 20 mph making the speed limit consistent throughout the entire lengths of Church Street and King Street.

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

1. It requests the North Carolina Department of Transportation reduce the speed limit from 35 mph to 20 mph on Church Street and King Street; replace signs as necessary to reflect the 20-mph speed limit; and update records, maps, and data accordingly.

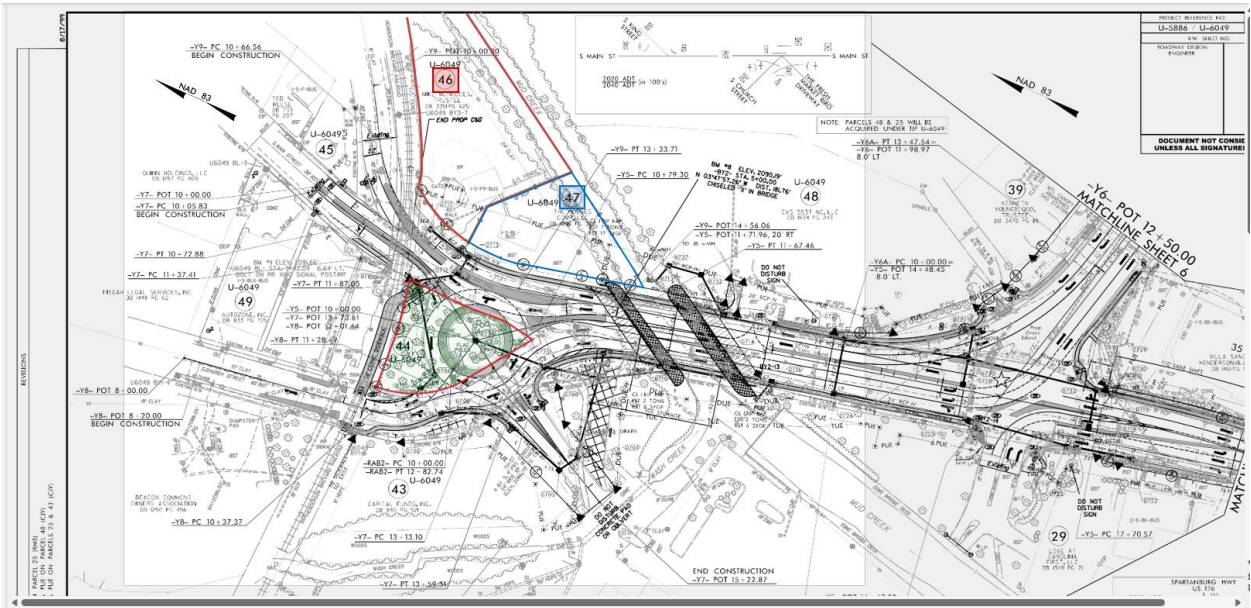
Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of October, 2025.

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

C. NCDOT Purchase of S. Main Street Property and Honor Air Park – Angela Beeker, City Attorney

City Attorney Angela Beeker explained that the NCDOT has made an offer to purchase the City-owned parcel on South Main Street that is the current home to Honor Air Park. The acquisition is

needed for the construction of the U-5886 S Main/White Street Road Improvement project. As part of the acquisition, NCDOT has agreed to deed two parcel remnants along S King Street to the City of Hendersonville, which could be used for a future Above the Mud greenway project. NCDOT has also agreed to work with the City on other parcel remnants along White Street.



Council Member Jennifer Hensley moved City Council adopt the Resolution by the City of Hendersonville to Accept the Contingent Offer of Just Compensation from the North Carolina Department of Transportation for the South Main Street Widening Project. A unanimous vote of the Council followed. Motion carried.

Resolution #R-25-105

RESOLUTION BY THE CITY OF HENDERSONVILLE TO ACCEPT THE CONTINGENT OFFER OF JUST COMPENSATION FROM THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE SOUTH MAIN STREET WIDENING PROJECT

WHEREAS, the North Carolina Department of Transportation (“NCDOT”) is conducting a project to widen the Bridge over Mud Creek (Bridge 143) to five lanes along N.C. 225 from South King Street to U.S. 176; and

WHEREAS, NCDOT must acquire right of way from the City as part of this project, said right of way being all of that real property described in Deed Book 1357 at page 559, Henderson County Registry (the “City Property”); and

WHEREAS, NCDOT has conducted an appraisal and has determined the fair market value for the City Property required for the road widening project; and

WHEREAS, NCDOT has also acquired right of way from private property owners resulting in remnants of property adjacent to real property owned by the City; and

WHEREAS, as additional consideration for the City Property, NCDOT has offered to convey to the City the remnants of that Parcel described in Deed Book 4235 at page 151, Henderson County Registry (“Parcel 46”) and that Parcel described in Deed Book 4235 at page 143, Henderson County Registry, (“Parcel 47”); and

WHEREAS, NCDOT has submitted a Contingent Offer to Purchase Real Property for the City Property in the amount of \$443,250.00, together with a Negotiated/Auction Sale of Residue for the remnants of Parcels 46 and 47; and

WHEREAS, City staff have determined that this offer is reasonable and recommend City Council approve the offer as presented.

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

- 1. The Contingent Offer to Purchase Real Property for the U-6049 project is accepted and approved.
- 2. The City Manager is authorized to execute the Negotiated/Auction Sale of Residue for the remnants of Parcels 46 and 47.
- 3. The City Manager, City Attorney, and City Clerk are authorized to take all actions necessary to execute the Offer and complete the sale of the real property described hereinabove.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of October, 2025.

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

D. Approval of Letter to Henderson County Board of Commissioners – John Connet, City Manager

City Manager John Connet explained that City Council directed staff to draft a letter to Henderson County Board of Commissioners. The proposed letter is attached for your review.

Council Member Lyndsey Simpson moved that City Council approve the proposed letter as written.

CITY COUNCIL:
BARBARA G. VOLK
Mayor
Dr. Jennifer Hensley
Mayor Pro Tem
LYNDESEY SIMPSON
MELINDA P. LOWRANCE
GINA BAXTER



OFFICERS:
JOHN F. CONNET
City Manager
ANGELA S. BEEKER
City Attorney
JILL MURRAY
City Clerk

October 2, 2025

William G. Lapsley, Chairman
Henderson County Board of Commissioners
1 Historic Courthouse Square, Suite 1
Hendersonville, NC 28792

RE: Interlocal Agreement

Dear Chairman Lapsley,

The Hendersonville City Council recognizes that circumstances in the North Carolina General Assembly will likely make it difficult for any local legislation to be enacted before the 2026 “Short” Session. The City Council also believes that any disagreements between the City of Hendersonville and Henderson County can and should be resolved by our local governing boards within their existing authority, without the need for legislative intervention.

With this in mind, the City Council proposes that the two governing boards move forward by amending the existing City/County Interlocal Agreement to address the following priorities:

1. Creation of a Joint Water and Sewer Commission
2. Development of contracts, including performance standards, with the rural fire departments directly adjacent to the City of Hendersonville
3. Implementation of utility rate equalization
4. Joint water and sewer planning to ensure adequate, efficient and responsible utility service throughout Henderson County

The City Council understands that the Henderson County Board of Commissioners does not wish to formalize a Joint Planning Area (JPA) boundary. Nevertheless, it is the City’s intent to restrict annexation to the area depicted on the attached Joint Planning Area Map. This map is substantially identical to earlier versions, with the exception of adjustments along Kanuga and Willow Roads, where the planning boundary has been drawn closer to the existing city limits. The City also proposes that both local governments collaborate to establish mutually beneficial land use maps to guide future development within the JPA.

160 Sixth Ave. E.
Hendersonville, NC 28792-4328

www.hvlnl.gov

828.697.3000

The City Council has attached our latest Supplemental Interlocal Agreement, Joint Planning Area Map and Implementation Schedule for your review and consideration. These items are intended solely as a framework to help guide future discussions on an amended interlocal agreement between our local governments.

Thank you for your consideration in this matter. The City Council looks forward to receiving a formal written response from the Henderson County Board of Commissioners.

Sincerely,

Barbara Volk, Mayor

Jennifer Hensley, Mayor Pro Tem

Gina Baxter, Council Member

Melinda Lowrance, Council Member

Lyndsey Simpson, Council Member

Cc: Henderson County Board of Commissioners
Senator Tim Moffitt
Representative Jennifer Balkcom
Representative Jake Johnson

9. **BOARDS & COMMITTEES**

A. Consideration of Vacancy Appointment to the Planning Board – *Jill Murray, City Clerk*

Council will need to make a “city” appointment to the Planning Board to fill their final remaining vacancy since the passing of Peter Hanley.

*Council Member Lyndsey Simpson moved to appoint Betsey Zafra.
Council Member Jennifer Hensley moved to appoint Andrea Martin.
Mayor Volk went in order of nomination and the board moved to appoint Betsey Zafra 4-1 to the Planning Board effective immediately. Since she is filling a vacancy, her term will expire in December, 2025, after which she can apply to her first full three-year term. A unanimous vote of the Council followed. Motion carried.*

10. **CITY MANAGER REPORT**

B. September 2025 Contingency and Adjustment Report – *John Connet, City Manager*

In accordance with North Carolina General Statute (NCGS) 159-13(b) it is required that all expenditures resulting from a contingency appropriation budget be reported to the governing board at its next regular meeting and recorded in the minutes.

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

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

FISCAL YEAR 2025 - 2026 (FY26)								
BUDGET AMENDMENTS AND ADJUSTMENTS						Completed	Corrected	
						Proposed	Denied	
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET	DESCRIPTION	APPROVED	TYPE
064-7455-521001	Supplies & Materials	25,000	-	3,030	21,970	Software Costs- App Associated & Achiev	yes	Adjustment
064-1010-519200	Contracted Services	12,630	570		13,200	App Associates	yes	Adjustment
064-1010-531210	Permits, Licenses, Fees	4,165	2,460		6,645	Achieve It	yes	Adjustment
068-7855-531100	Fuel	63,000	-	3,314	59,686	Software Costs- App Associated & Achiev	yes	Adjustment
068-1010-519200	Contracted Services	18,945	854		19,799	App Associates	yes	Adjustment
068-1010-531210	Permits, Licenses, Fees	6,277	2,460		8,737	Achieve It	yes	Adjustment
067-7855-531100	Fuel	63,000	-	3,314	59,686	Software Costs- App Associated & Achiev	yes	Adjustment
067-1010-519200	Contracted Services	18,945	854		19,799	App Associates	yes	Adjustment
067-1010-531210	Permits, Licenses, Fees	6,277	2,460		8,737	Achieve It	yes	Adjustment
067-0000-534999	Contingency	48,031	-	3,314	44,717	Software Costs- App Associated & Achiev	yes	Adjustment
067-1010-519200	Contracted Services	18,945	854		19,799	App Associates	yes	Adjustment
067-1010-531210	Permits, Licenses, Fees	6,277	2,460		8,737	Achieve It	yes	Adjustment
060-0000-534999	Contingency	87,525	-	14,989	72,536	Software Costs- App Associated & Achiev	yes	Adjustment
060-1010-519200	Contracted Services	269,775	12,529		282,304	App Associates	yes	Adjustment
060-1010-531210	Permits, Licenses, Fees	185,360	2,460		187,820	Achieve It	yes	Adjustment
010-0000-534999	Contingency	50,080	-	29,780	20,300	Software Costs- App Associated & Achiev	yes	Adjustment
010-1010-519200	Contracted Services	325,047	13,384		338,431	App Associates	yes	Adjustment
010-1010-531210	Permits, Licenses, Fees	225,600	16,396		241,996	Achieve It	yes	Adjustment
060-1010-521310	Permits, Licenses, and Fees	187,820	-	14,150	173,670	Cityworks PLL	yes	Adjustment
060-1010-523004	Cellphone Stipend	3,360	-	291	3,069	Cityworks PLL	yes	Adjustment
060-1010-519200	Contracted Services	282,304	14,441		296,745	Cityworks PLL	yes	Adjustment
021-2202-519104	Prof Services Eng	10,000	-	570	9,430	Achieve IT	yes	Adjustment
021-1010-531210	Permits, Licenses, and Fees	-	570		570	Achieve IT	yes	Adjustment
064-7455-554001	Capital Outlay Equipment/Other Than Vehicles	20,950	-	20,950	-	Parking Deck Kiosk	yes	Adjustment
064-7455-524010	R&M Buildings	3,129	20,950	-	24,079	Parking Deck Kiosk	yes	Adjustment
010-1521-521001	Supplies & Materials	30,000	-	1,400	28,600	Fleet Tablets and Keyboards	yes	Adjustment
010-1521-523003	Utilities- Telephone & Internet	2,400	1,400	-	3,800	Fleet Tablets and Keyboards	yes	Adjustment

11. CITY COUNCIL COMMENTS

There were no comments.

12 . CLOSED SESSION

City staff is requesting a closed session to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes and to consider the qualifications, competence, performance, character, fitness of an individual public officer or employee.

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 to consider the qualifications, competence, performance, character, fitness of an individual public officer or employee. A unanimous vote of the Council followed. Motion carried.

13 . ADJOURN

City Council went into closed session at 8:12p.m.

There being no further business, the meeting adjourned at 8:55 p.m. upon unanimous assent of the Council. No further action was taken.

ATTEST:

Barbara G. Volk, Mayor

Jill Murray, City Clerk



MINUTES

October 22, 2025

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 Dr. Jennifer Hensley and Council Members Lyndsey Simpson, Melinda Lowrance and Gina Baxter

Staff Present: City Manager John Connet, Deputy City Manager Brian Pahle, City Clerk Jill Murray, City Attorney Angela Beeker, Communications Manager Allison Justus, Budget & Evaluation Director Adam Murr and others.

1. CALL TO ORDER

Mayor Barbara Volk called the meeting to order at 4:01 p.m. and welcomed those in attendance. A quorum was established with all members in attendance.

2. CONSIDERATION OF AGENDA

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

3. NEW BUSINESS

A. **Approval of Letter of Commitment for Safe Streets for WNC Plan – Jennifer Hensley, Mayor Pro Tem**

Council Member Jennifer Hensley moved that City Council approve the Letter of Commitment for Safe Streets for WNC Plan. A unanimous vote of the Council followed. Motion carried.

October 22, 2025

Barbara G. Volk, Mayor
City of Hendersonville
160 6th Avenue E.
Hendersonville, NC 29792

Re: Safe Streets for WNC

The Land of Sky Regional Planning Organization (RPO) and the French Broad River Metropolitan Planning Organization (MPO) partnered to develop Safe Streets for WNC – the Land of Sky Regional Transportation Safety Action Plan. The Safe Streets for WNC plan was financially supported by a USDOT Safe Streets and Roads for All (SS4A) grant and was completed in Summer 2025 with an overarching goal:

The region will achieve a 10% reduction in fatal and serious injury crashes by 2035, an additional 45% reduction by 2045, and move toward zero fatalities and serious injuries by 2050.

Safe Streets for WNC follows the Safe System Approach – considering both reactive and proactive measures to reduce and ultimately eliminate fatalities and serious injuries resulting from roadway crashes. Safe Streets for WNC is a regional framework for understanding the most severe safety issues and includes a series of strategies and tools that will be used to develop projects and programs for implementation in the immediate and long term. Within the five-county region including Buncombe, Haywood, Henderson, Madison, and Transylvania counties, many local agencies and stakeholders participated in the development of the plan.

NCDOT, local governments and community organizations are key partners in implementing the Safe Streets for WNC plan. The City of Hendersonville is committed to the goals and actions outlined in Safe Streets for WNC. Leadership from the City of Hendersonville endorsed the regional transportation safety action plan on Wednesday, October 22, 2025 and will actively support implementation.

Barbara G. Volk
Mayor

4. PRESENTATIONS

A. Hand’s On Children’s Museum National Award – Joseph Knight, Director & CEO

Joseph Knight gave a brief PowerPoint presentation and shared the award he received, then took a picture.







4,000+
CHILDREN & ADULTS UTILIZED
OUR FREE RESOURCE CENTER



1,200+
HOT MEALS SERVED



6,000 sq. ft.
OF SUPPLIES DISTRIBUTED

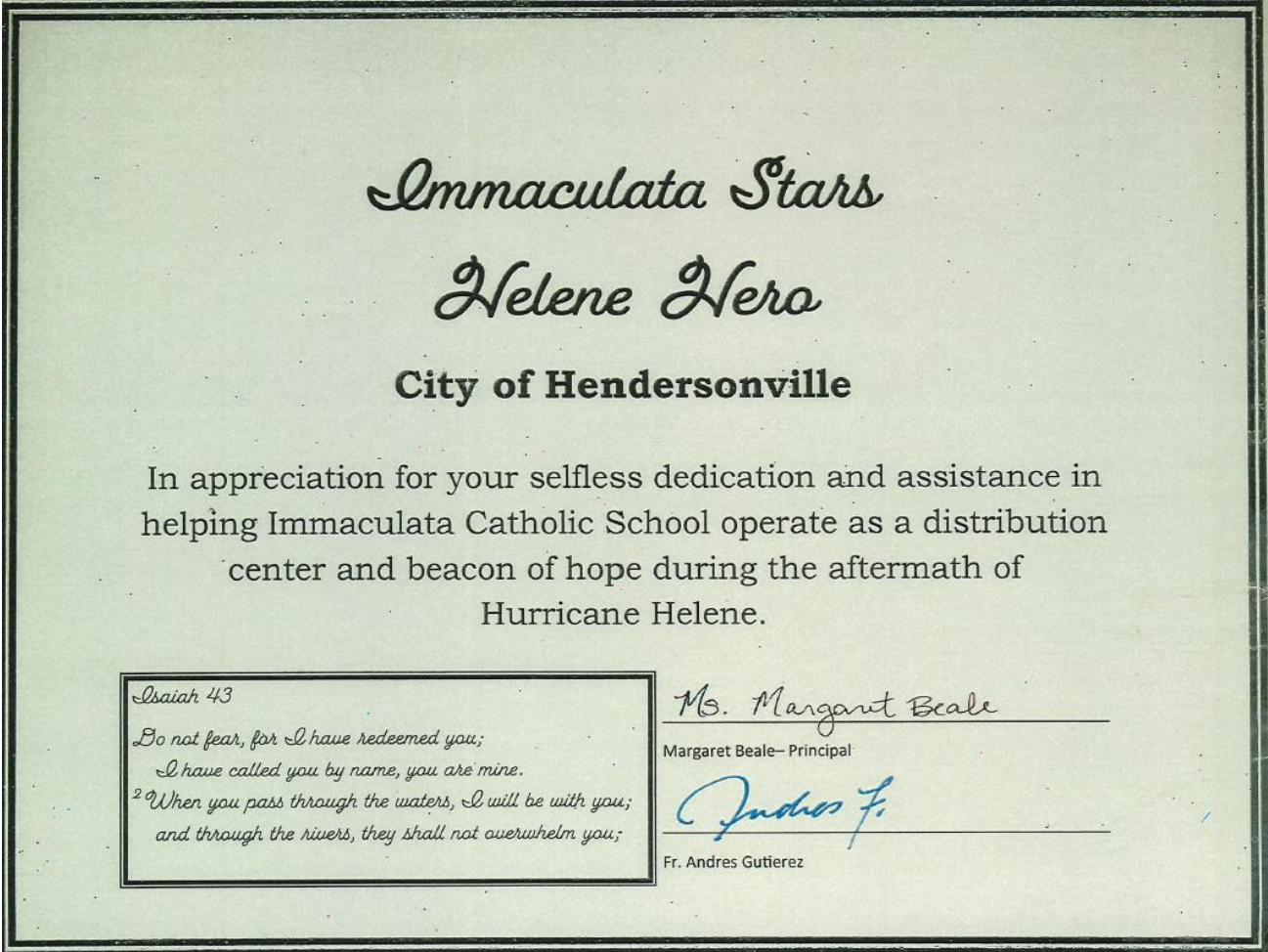


1,700+
STAFF AND VOLUNTEER HOURS



B. Special Presentation from Immaculata Catholic School – Jennifer Hensley, Mayor Pro Tem

Mayor Pro Tem Hensley shared the many thank you letters and drawings from the children of Immaculata Catholic School sent to her in appreciation for the City's assistance in helping them operate as a distribution center and beacon of hope during the aftermath of Hurricane Helene and she wanted to share them with the city staff.



C. **Whitmire Activity Center and Patton Park Repair Update** – *Brian Pahle, Deputy City Manager and Brent Detwiler, PE, Assistant City Manager – Public Service*

Brent Detwiler gave a brief PowerPoint presentation while Project Manager Katie Feler, Landscape Architect Emily Buehrer-Douglas and Aquatic Designer Bill Weaver spoke via Zoom to answer any questions.





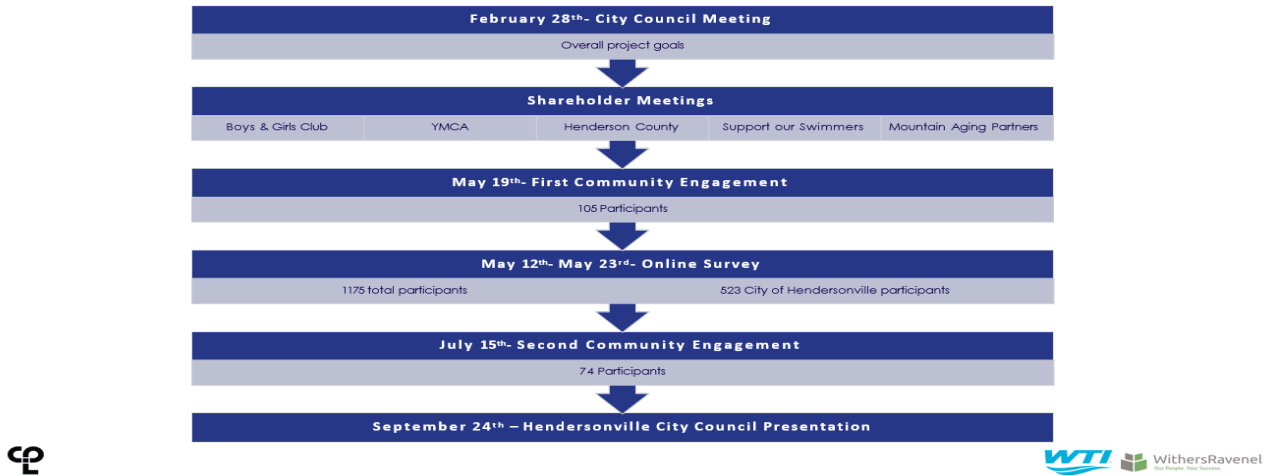
Whitmire Center & Toms Park Patton Park & Pool

City Council Presentation

October 22nd, 2025

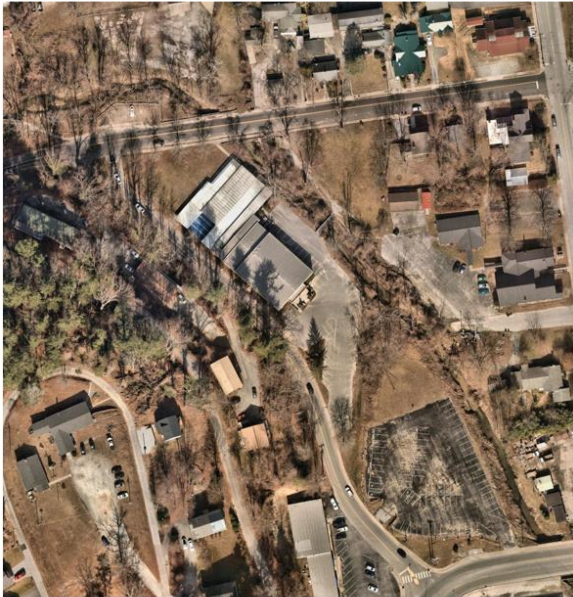


How did we get here?



Whitmire & Toms Park Existing Conditions

- 2.5 Acres
- 50 parking spots
- 14 Shuffleboard Courts
- 3200 sf large Flex Space
- 8250 sf overall footprint
- Park trails



Estimated Construction
Cost to Repair:
\$4.3 Million

Estimated Construction
Cost to Replace:
\$4.6 Million



Patton Park Existing Conditions

- 18 Acres
- 145 Parking Spots
- 47,000 sf Pool Facilities (~7,000 sf Support Buildings)
- 50-meter 8 Lane Outdoor Pool with Diving Board
- Outdoor Kiddie Pool
- Playground
- 1 Tennis Court
- 4 Pickleball Courts
- Baseball Field
- Skate Park
- Basketball Court
- Open Field Area



Estimated Construction
Cost to Repair: \$8.9 Million

Estimated Construction
Cost to Replace: \$18 Million



Design

- **Whitmire Community** **8,300 SF**
Community Center, Trail Restrooms
- **50 Meter Patton Park** **45,280 SF**
Outdoor Aquatics, 50 Meter Indoor Aquatics, Trail Restroom Building



Whitmire Community

- A (7) SHUFFLEBOARD COURTS
- B COMMUNITY CENTER
- C INTERACTIVE CREEK ELEMENTS
- D BIORETENTION AREA
- E PARKING LOT (38 SPACES)
- F FLEXIBLE OPEN LAWN WITH NATURAL INTERACTIVE PLAY ELEMENTS
- G SLOUGH



Community Layout

- A FLEXIBLE RECREATION SPACE
- B MULTI-PURPOSE ROOMS
- C WARMING KITCHEN
- D STAFF AREA
- E LOBBY
- F EXTERIOR RESTROOMS
- G SHUFFLEBOARD COURTS
- H RESTROOMS

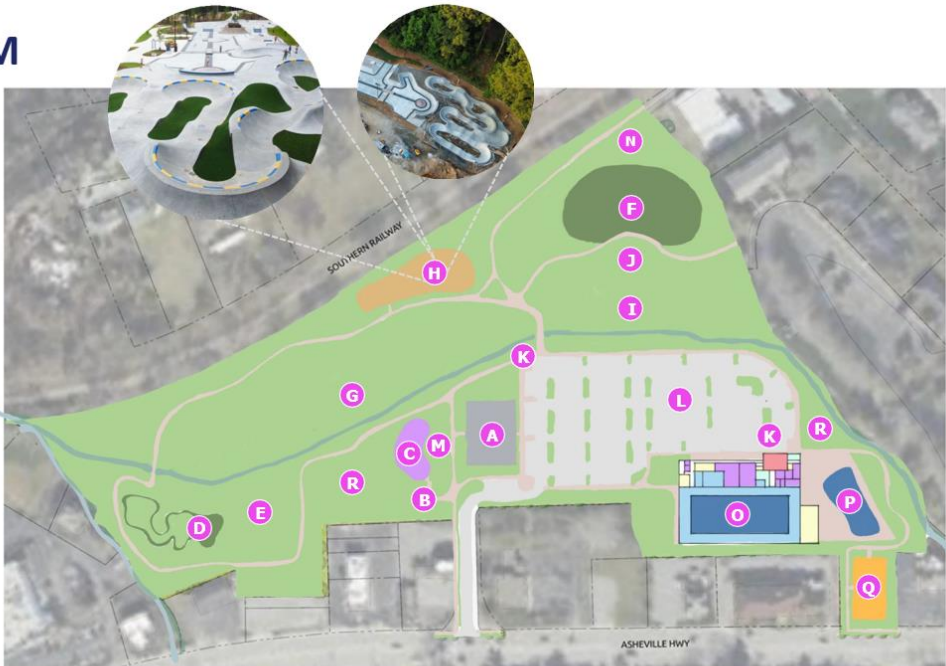


Total Building Square Footage: 8,300 sf



Patton Park 50M

- A EXISTING (2) BASKETBALL COURTS
- B RESTROOMS
- C PLAYGROUND
- D EXISTING CONSTRUCTED WETLANDS
- E PROPOSED CONSTRUCTED WETLANDS
- F FLEXIBLE OPEN SPACE
- G SLOUGH
- H SKATE PARK / PUMP TRACK
- I SOCIAL SWALES
- J INFORMAL STAGE
- K PLAZA
- L PARKING LOT (210 SPACES)
- M PICNIC SHELTER
- N EXISTING SCM
- O INDOOR AQUATICS
- P OUTDOOR AQUATICS
- Q (4) PICKLEBALL COURTS
- R BIORETENTION AREA



Aquatic Support Layout

- A. INDOOR 50M POOL & DECK
- B. WET CLASSROOM
- C. MEET MANAGEMENT
- D. POOL STORAGE
- E. LIFEGUARD ROOM
- F. STAFF SPACE
- G. LOBBY
- H. CONCESSIONS
- I. RESTROOMS / LOCKERS
- J. MECHANICAL / CHEMICAL

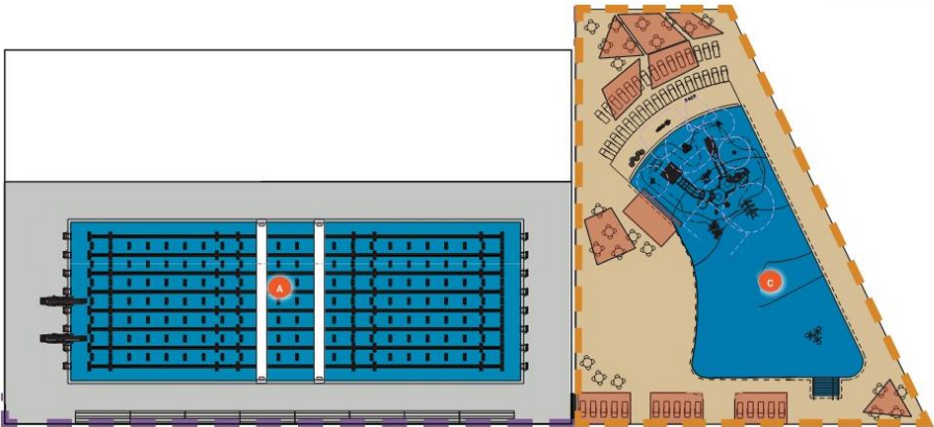


Total Building Square Footage: 45,280 SF



Aquatic Layout

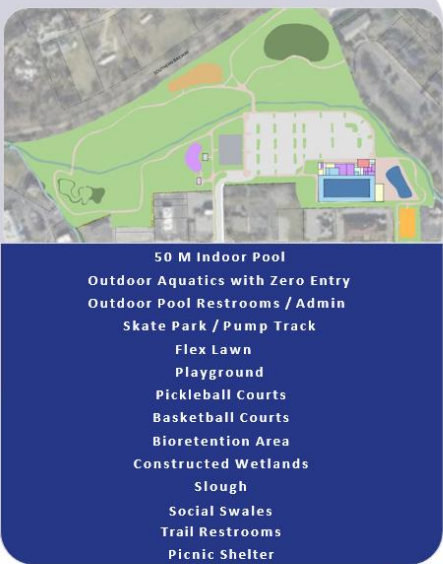
- POOLS
- A. indoor 50 M competition pool |11,029 SF
 - C. outdoor activity pool |5,295 SF
- INDOOR FACILITY
- INDOOR AQUATICS DECK
- OUTDOOR AQUATIC AREA



Summary



Whitmire & Toms Park



Patton Park & Pool



After some discussion about the Bridge Club, Pickleball and pool sizes, and really wanting to make this a multi-purpose building, consensus of Council would like to hear estimates on the 50 meter

option, the 25 stretch and maybe our staff can take a stab at figuring out operational costs, as well as, continue our conversations with potential partners, particularly the county and the school system. I would anticipate having Whitmire back on your agenda for November if we can do that in time.

D. Strategic Housing Plan – *Matthew Manley, Angela Beeker, Sam Hayes, Daniel Heyman and Lew Holloway*

Matt Manley presented the following PowerPoint presentation in hopes that the plan can be adopted by the end of this year.



City of Hendersonville Strategic Housing Plan



October 30, 2025



Presentation Outline

- 1. Brief History + Background Information
- 2. Strategic Housing Plan Organization
 - 3. Overview of Plan Goals
 - 4. Explanation of Plan Objectives
- 5. Brief Descriptions of Strategies and Actions
 - 6. Prioritization Tool
 - 7. Implementation
 - Recent Zoning Code Updates



Brief History of the Strategic Housing Plan

Strategic Housing
Plan Steering
Committee
Established
March 2024

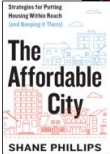


Housing Needs
Assessment

Strategic Housing Plan Steering Committee

UNC

1





2

3

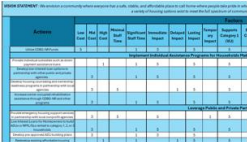
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5



6



The origins of this draft plan go back to the Spring of 2024 when a Committee of community members were appointed to serve on the Strategic Housing Committee. These committee members under the leadership of the City Attorney have played a valuable role in tackling this wide-ranging topic and representing the community at large. You all will recall the next steps that were taken from the kick-off of the Housing Forum with author, Shane Phillips to the filed trip to Chapel Hill to various Housing Assessments and Community Engagement efforts that were performed. All during this time, the Strategic Housing Committee were becoming educated on a variety of affordable housing related topics. At the culmination of this, City staff has been working to compile the menu of action items that need to be taken and to work with the Committee to prioritize them. That brings us to today.

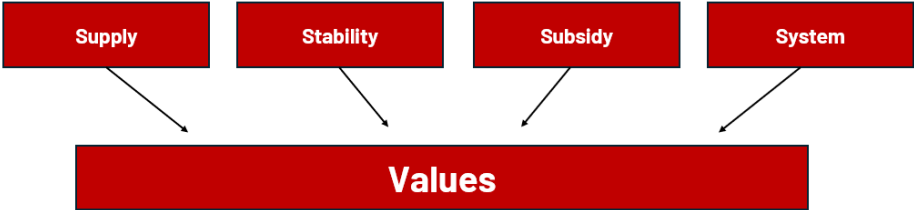
Strategic Housing Plan Organization



The strategic housing plan is organized in the following way. I depicted the plan as a pyramid to show how the different elements interact. The goals are the guiding element to the plan and are specific and quantifiable so we can track out progress. The objectives focus on the needs and desired outcomes of the plan. The Strategies and actions are both interconnected, but are supposed to help guide us to how we will actually achieve our goals.

Values

The Four S's

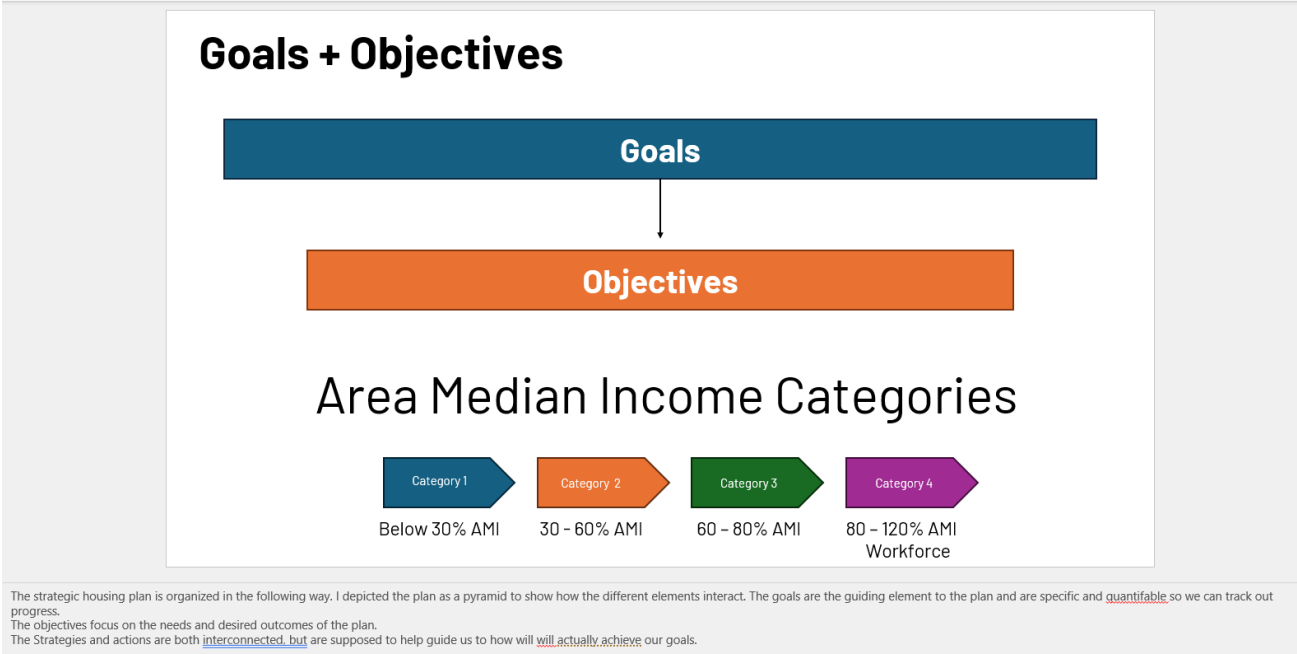


As a reminder, all of the work that is proposed in the strategic housing plan is grounded in Shane Phillips three s's which are supply, stability, and subsidy. We added a fourth S for system.

Vision



The strategic housing plan is organized in the following way. I depicted the plan as a pyramid to show how the different elements interact. The goals are the guiding element to the plan and are specific and quantifiable so we can track out progress. The objectives focus on the needs and desired outcomes of the plan. The Strategies and actions are both interconnected, but are supposed to help guide us to how will will actually achieve our goals.



The Strategic Housing Plan – Goals

Goal 1: The City will grow its percentage of households to 18% of Henderson County's Total Households over the next 5 years. To achieve this, the City will accommodate 3,047 units of the projected additional 4,300 Units needed. (Supply)

Goal 2: The City of Hendersonville accommodates 2,200 units for Category 1, 2, and 3 households over the next 5 years. (Subsidy)

Goal 3: At least 45% (or 990) of new Category 1, 2, and 3 housing units shall be owner-occupied. (Stability)

Goal 4: The City of Hendersonville will maintain an average annual vacancy rate of 6% amongst rental housing and 3% amongst for sale housing in order to have an adequate supply of housing at all income levels. (Supply)

Goal 5: The City of Hendersonville incorporates transparency, public education and community feedback in each of its housing endeavors. (System)

The Strategic Housing Plan – Objectives

1. Have a variety of housing options available to residents to accommodate differing needs of current and future residents, for example families with children, single adults, retired households, and disabled households.

2. Increase opportunities for home ownership within our City to provide increased housing stability.

3. Prioritize permanently affordable housing solutions that are available to households earning up to 80% of the area median income.

4. Provide housing solutions for households displaced by catastrophic events.

5. Integrate housing solutions into neighborhoods in a way that preserves the community character and identity, discourages displacing people from their homes/ communities, and encourages mixed-income communities

6. Reduce barriers to sufficient housing supply.

7. Prioritize mixed-use and/or mixed-income components within multi-family developments

8. Prioritize solutions that allow our residents to age in place.

9. Prioritize housing solutions that promote and support naturally occurring affordable housing.

10. Preserve and improve the quality of the existing affordable housing stock within the City

The Strategic Housing Plan - Objectives

11. Adopt and support policies and resources that help younger generations stay and thrive in Hendersonville.
12. Build partnerships with business community & nonprofit agencies to support and build the capacity for all residents to attain safe, stable, and quality housing that does not exceed 30% of their household income.
13. Support state and federal legislative initiatives that provide the City with more flexibility to meet the housing needs of our community.
14. Build community support for the City's housing initiatives
15. Support Local Construction Industry
16. Support infill housing in accordance with the Goals & Guiding Principles of the Gen H Comprehensive Plan.

The Strategic Housing Plan – Strategies and Actions



We had 10 total strategies and 46 total actions.
I'll briefly touch on each of the 46 actions... I'm kidding.
They are provided in your handout.

The Strategic Housing Plan – Strategies and Actions



- ## Actions

- | | |
|------|--|
| 1.01 | Establish a community land trust |
| 1.02 | Establish a community land banking system |
| 1.03 | City establish powers of a housing authority |

The Strategic Housing Plan – Strategies and Actions



- ## Actions

- | | |
|-------------|---|
| 2.01 | Develop a community engagement tool to allow neighborhood feedback and input regarding proposed housing solutions |
| 2.02 | Provide public education regarding housing initiatives, programs and opportunities, and tax exemption opportunities |
| 2.03 | Produce an annual report detailing housing program progress |
| 2.04 | Host an annual housing symposium |
| 2.05 | Support local small-scale developers and construction workforce through partnership with community colleges, homebuilders association, etc. |
| 2.06 | Ensure representation of local builders on city boards and committees |
| 2.07 | Establish and track measurable goals to demonstrate progress towards the City's vision for housing |

The Strategic Housing Plan – Strategies and Actions

Strategy



Zoning & Subdivision
Ordinance Amendments
Related to Housing

Actions	
3.01	Increase allowable density
3.02	Reduce dimensional standards
3.03	Support integrated Missing Middle Housing
3.04	Establish affordable housing Incentives such as a density bonus, height bonus, etc.
3.05	Establish affordable housing mandates such as inclusionary zoning
3.06	Regulate short-term rentals and provide incentives for long term rentals
3.07	Increase by-right development
3.08	Permit more housing types such as manufactured housing or tiny homes on wheels

We will do a deeper dive into this [Strategy](#) and I will share some very impactful specific actions that we have already taken that you and your clients need to be aware of.

The Strategic Housing Plan – Strategies and Actions

Strategy



Improve City Policies &
Processes

Actions	
4.01	Reduced approval timelines
4.02	Right-size staffing levels
4.03	Increase efficiency

The Strategic Housing Plan – Strategies and Actions

Strategy



Evaluate other ordinance
requirements

Actions	
5.01	Update minimum housing code
5.02	Perform cross-departmental cost/benefit analysis of requirements pertaining to housing
5.03	Identify opportunities for incentives for Category 1, 2, and 3 housing

The Strategic Housing Plan – Strategies and Actions

Strategy



Build the Internal Capacity
of the City to Provide and
Support Housing
Solutions

Actions	
6.01	Hire a certified HUD Housing Counselor/ Housing Coordinator
6.02	Strategically support staff training
6.03	Establish a City clearinghouse for housing resources available within the community
6.04	Partner with housing experts such as DFI
6.05	Track development trends and key performance indicators

The Strategic Housing Plan – Strategies and Actions

Strategy	Actions
7  Perform Community Character mapping for Different Communities within the City	7.01 Bring together community members through workshops to discuss and arrive at a shared community vision
	7.02 Document community history
	7.03 Compile a community character map to guide the implementation of housing solutions within that community

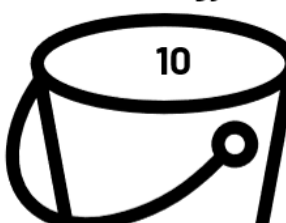
The Strategic Housing Plan – Strategies and Actions

Strategy	Actions
8  Increase Funding Capacity	8.01 Leverage public and private grant opportunities
	8.02 Establish a housing bond
	8.03 Public and private grant funding for bricks and mortar projects
	8.04 Commit funds annually to support housing initiatives
	8.05 Utilize CDBG-DR funds for housing project
	8.06 Utilize CDBG-NR Funds

The Strategic Housing Plan – Strategies and Actions

Strategy	Actions
9  Implement Individual Assistance Programs for Households making up to 80% of the Area Median Income	9.01 Provide individual subsidies such as down payment assistance loans
	9.02 Develop low-interest loan options in partnership with other public and private agencies
	9.03 Develop housing counseling and ownership-readiness programs in partnership with local agencies
	9.04 Increase owner-occupied rehabilitation assistance through CDBG-NR and other programs

The Strategic Housing Plan – Strategies and Actions

Strategy	Actions
10  Leverage Public and Private Partnerships	10.01 Provide emergency housing support services in partnership with local nonprofit agencies
	10.02 Establish low interest loans for homeowners to build ADUs or RPFL/SLs rented/sold to Category 1, 2, or 3 households
	10.03 Develop pre-approved ADU building plans
	10.04 Redevelop existing affordable housing

How To Use the Prioritization Tool

Actions	Factors														
	Low Cost	Mid Cost	High Cost	Minimal Staff Time	Significant Staff Time	Immediate Impact	Delayed Impact	Lasting Impact	Temporary Impact	Supports Category 1 (VLI - Below 30% AMI)	Supports Category 2 (LI - 30-50% AMI)	Supports Category 3 (LMI - 60-80% AMI)	Supports Category 4 (Workforce - 80-120 AMI)	Community Support	# of Objectives Advanced
Develop Long-Term Organization Structure to Support Permantly Affordable Housing															
City establish powers of a housing authority	5			5		5		5		5	5	5		5	13
Establish a community land trust			1		1		1	5		5	5	5	3	5	8
Establish a community land banking system			1		1		1	5	1	3	3	3	3	5	10
Develop Education & Communication Strategies to Build Public Trust															
Provide public education regarding housing initiatives, programs and opportunities, and tax exemption opportunities.	5				1	5	1	5		3	3	3	3	5	12
Establish & track measurable goals to demonstrate progress towards the City's visions for housing	5				1		1	5		3	3	3	3	5	12
Support local small-scale developers and construction workforce through partnership with community colleges, homebuilders association, etc.		3			1		1	5		1	1	5	5	5	9
Allow neighborhood feedback and input regarding housing solutions	5				1	5		5		3	3	3	3	5	4
Ensure representation of local builders on city boards and committees	5			5		5		1						3	9
Host an annual housing symposium		3			1		1	5		1	1	1	1	5	2
Produce an annual report detailing housing program progress	5				1		1		1	1	1	1	1	5	2
Zoning & Subdivision Ordinance Amendments Related to Housing															
Establish affordable housing incentives such as density bonuses, height bonuses, etc.	5			3				1	5		5	5	5	5	13
Establish affordable housing mandates such as inclusionary zoning	5				1		1	5		5	5	5	3	5	10
Permit more housing types such as manufactured housing or tiny homes on wheels	5			3		5		5				5	5	3	11
Reduce dimensional standards	5			3			1	5				3	5	5	10

All of the actions were determined to be valuable, the process is to evaluate which ones to pursue

Show what the points

Add that the committee is going to be asked to prioritize these in short term, mid-term, long-term categories (plan is for the next 5 years)

Prioritization Timelines

Short-Term
1-2 years

Mid-Term
3-4 Years

Long-Term
5 Years

Staff took an initial swipe at placing the various Action Items into Short, Mid, and Long-Term Buckets. We then tasked the Strategic Housing Committee to confirm or reassess the prioritization of when the city will begin working on each of the actions once the plan is adopted.

The prioritization of the Actions are listed in the handout that was provided in your packet. We are happy to consider any changes to that proposed prioritization that you have to offer.

Next Step:

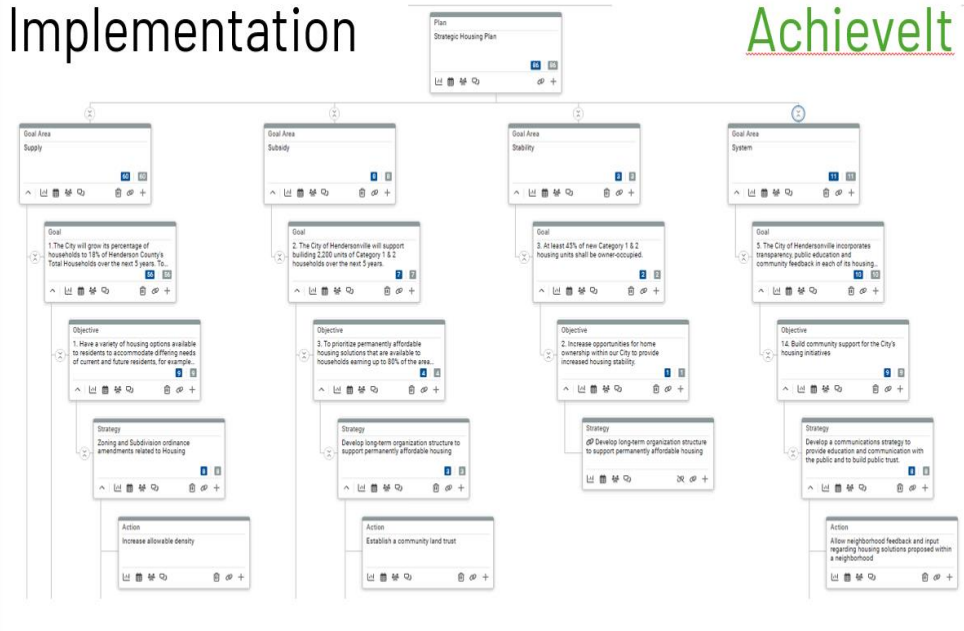
Plan Adoption

City Council December 2025

Staff took an initial swipe at placing the various Action Items into Short, Mid, and Long-Term Buckets. We then tasked the Strategic Housing Committee to confirm or reassess the prioritization of when the city will begin working on each of the actions once the plan is adopted.

The prioritization of the Actions are listed in the handout that was provided in your packet. We are happy to consider any changes to that proposed prioritization that you have to offer.

Implementation



Plan
Strategic Housing Plan

Goal Area: Supply

- Goal: 1. The City will grow its percentage of households to 18% of Henderson County's Total Households over the next 5 years. To:
- Objective: 1. Have a variety of housing options available to residents to accommodate differing needs of current and future residents, for example:
- Strategy: Zoning and Subsidization ordinance amendments related to Housing
- Action: Increase allowable density

Goal Area: Subsidy

- Goal: 2. The City of Hendersonville will support building 2,000 units of Category 1 & 2 households over the next 5 years.
- Objective: 3. To prioritize permanently affordable housing solutions that are available to households earning up to 80% of the area...
- Strategy: Develop long-term organization structure to support permanently affordable housing
- Action: Establish a community land trust

Goal Area: Stability

- Goal: 3. At least 45% of new Category 1 & 2 housing units shall be owner-occupied.
- Objective: 2. Increase opportunities for home ownership within our City to provide increased housing stability.
- Strategy: Develop long-term organization structure to support permanently affordable housing
- Action: Establish a community land trust

Goal Area: System

- Goal: 5. The City of Hendersonville incorporates transparency, public education and community feedback in each of its housing initiatives.
- Objective: 1 & 6. Build community support for the City's housing initiatives
- Strategy: Develop a communications strategy to provide education and communication with the public and to build public trust
- Action: Allow neighborhood feedback and input regarding housing solutions proposed within a neighborhood

AchieveIt

In addition to this information, staff is aiming to develop an Implementation Plan to define specific tasks and next steps, responsible parties, etc. One question to council is if you would prefer that this Implementation piece be included in the final draft that comes to you for initial adoption or if you would be open to this piece being brought back to you at a later date to be adopted as an addendum to the plan.



Vision: Hendersonville is a vibrant mountain city where the government and citizens work together for a high quality of life.

Mission: The City of Hendersonville is committed to providing quality, efficient services to all citizens, visitors, and businesses through open communication, timely responses, and quality results.

On March 15, 2023, City Council developed an updated list of goals for the City of Hendersonville. Council Members devised a plan for the City's future growth and strategized on working through competing interests and decision-making points. The list was clarified by City Council with final FY25 ranked goals listed below:

Rank #1	Public Safety	Rank #6	Invest in Parks
Rank #2	Compensation, Benefits, & Staff Development	Rank #7	Enhance Sustainability Citywide
Rank #3	Strong Infrastructure	Rank #8	Transportation Planning
Rank #4	Strategic Housing Plan	Rank #9	City Boards & Volunteers
Rank #5	Growth Management & Community Character	Rank #10	Support Downtown Businesses

How are we tracking across the entire COH Strategic Plan?

Statuses

- Not Started: 2 (1%)
- On Track: 85 (51%)
- Off Track: 21 (13%)
- At Risk: 4 (2%)
- Achieved: 50 (30%)
- Canceled: 5 (3%)

Due Dates

- Not Past Due: 107 (96%)
- Past Due: 5 (4%)

Progress Updates

- Up-to-Date: 165 (100%)
- Late: 0 (0%)
- Pending: 0 (0%)

COH Strategic Plan - % Complete (all goals)

64.37%
Last updated on 09/30/2025
Move from baseline of 0% to target of 100%

Public Safety

61.88%
Last updated on 09/30/2025
Move from baseline of 0% to target of 100%

Compensation, Be...

87.51%
Last updated on 09/30/2025
Move from baseline of 0% to target of 100%

Strong Infrastructu...

53.17%
Last updated on 09/30/2025
Move from baseline of 0% to target of 100%

Strategic Housing ...

63.67%
Last updated on 09/30/2025
Move from baseline of 0% to target of 100%

Growth Manageme...

67.14%
Last updated on 09/30/2025
Move from baseline of 0% to target of 100%

Invest in Parks

48.64%
Last updated on 09/30/2025
Move from baseline of 0% to target of 100%

Enhance Sustaina...

81.5%
Last updated on 09/30/2025
Move from baseline of 0% to target of 100%

Transportation Pla...

39%
Last updated on 09/30/2025
Move from baseline of 0% to target of 100%

City Boards and Vo...

63.75%
Last updated on 09/30/2025
Move from baseline of 0% to target of 100%

Support Downtown...

77.5%
Last updated on 09/30/2025
Move from baseline of 0% to target of 100%

AchieveIt – Strategic Housing Plan Dashboard

PowerBI – Strategic Housing Dashboard

New and Improved Look will present data broken down primarily by our Housing Values of Supply, Stability and Subsidy, Key Performance Indicators from the Plan Goals, and specific tracking of the Home Rehab Program, Land Trust, etc. This will allow us to monitor our success in achieving our specific measurable goals and reflect these accomplishments outwardly to support transparency. Ultimately this Dashboard will include information on new development projects that have been approved by City Council and track their status towards completion (or going Inactive) while also providing data of market indicators such as Median Home Value and Median Rents, etc. It is our hope to work closely with the Realtors Association to obtain this data. Availability of pertinent data is really critical to the success of the Housing Dashboard. We are aiming to continue to look for ways to cull relevant statistics for things like # of ADUs constructed or # of Small Lot homes constructed, Median Rent, Availability Rates, # of Short Term Rentals, etc.

Presentation Outline

1. Brief History + Background Information

2. Strategic Housing Plan Organization

3. Overview of Plan Goals

4. Explanation of Plan Objectives

5. Brief Descriptions of Strategies and Actions

6. Prioritization Tool

7. Implementation
- 7.a) Recent Zoning Code Changes

Strategy 3 - Zoning & Subdivision Ordinance Amendments Related to Housing

+2 Categories

+ “Low-hanging Fruit”

+ Backyard Lots/Small Lots

+ Dimensional Standards

+ Permitted Uses

+ Definitions

+ “High-hanging Fruit?”

+ ADU

+ Density

+ PRD (+Minor PRD)

+ Multi-Family + Corridors

+ Trail-Oriented Development



Espalier

Highlight the initial zoning code changes introducing Gentle Density and Missing Middle Housing into existing residential areas with the adoption of the Small Lot / Backyard Lot provisions and increased ADU size and allowances for Duplexes, Triplexes and Quadplexes in all residential zoning districts. Unfortunately we have not seen an influx of these product types yet, however we have had lots of conversations about it and we are learning a bit about better ways to communicate. For starters, staff is presenting these new ordinances to the Realtors Association next week. We also have been battling around this idea of a “How to Guide”. One issue that has become apparent is that the realities of implementation are complex. Between figuring out how to individual serve each lot with utilities, to establishing property lines where there are existing structures, and working with banks to acquire financing – there are a number of things to consider. So we will continue to explore how we can use City Staff’s expertise to help lower the barriers to entry for microdevelopment.”

+ “Affordable Housing”= When total cost are less than 30% of Household Income. Often comes in the form of subsidized housing.

+ “Market-Rate Housing”= Price is dictated by going rates in the open market. Non-subsidized.

+ “Naturally-Occurring Affordable Housing”= When Market-Rate Housing is provided at an affordable price point

+ “Attainable Housing” / “Workforce Housing”= Housing made available to those making around an average income

+ “Starter Home” / “Down-Sizing” Home – Smaller sized units that are naturally affordable.

Background & Terminology

“Missing-Middle Housing” = housing types that bridge the gap between single-family homes and larger apartment buildings, such as duplexes, triplexes, townhouses, and small apartments.



When it comes to housing there are some terms that you will hear referenced repeatedly. Each of these terms couple together to describe specific portions of the housing problem or components of the housing market. They also represent the specific areas of housing that the City is targeting in these initial ordinance amendments.

REDUCED SETBACKS & MIN. LOT WIDTHS

Districts Amended:

R-40

R-20

R-15

R-10

R-6

C-2

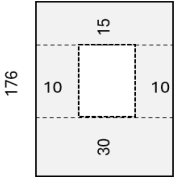
C-3

C-4

MIC

R-15 Example:

Before:



After:

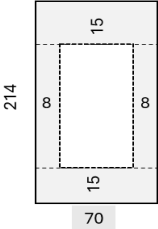
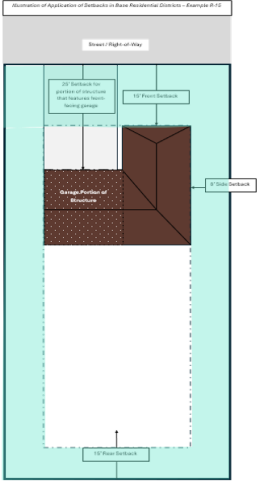


Illustration of Application of Setbacks in Basic Residential Districts - Example R-15



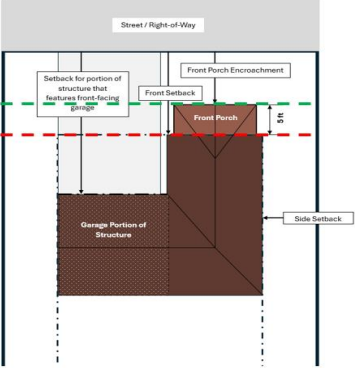
Taking a look at the first change to the ordinance we start with the reduction of the front, side and rear setbacks for all residential and commercial zoning districts by aiming for a total percentage of land dedicated to setbacks to be 25-35% of the total land area (Click Mouse). Prior to these changes, over 50% of each individual lot was restricted by required setbacks. The other adjustment that was made was to reduce the required lot widths so that they equaled out to be 1/3rd of the depth based on the minimum lot size in each zoning district. Each of these changes were adopted in order to create more flexibility with residential development and open up opportunities for better utilization of undeveloped or under-developed land. In the image at the center of the screen you can see how the buildable area (which is represented by the white space in the middle of the lot) is enhanced between the Before and the After below it. Additionally, you can see how the reduced width of the lot provides new opportunities as well.

65

ARTICLE VIII. EXCEPTIONS & MODIFICATIONS

Sec. 8-1. ~~Minimum required front yard for dwellings.~~ **Exceptions to minimum setback regulations**

Encroachments



Another thing we did was to create exceptions for the porches, steps, eaves. In combination with the requirements for front-facing garages to be setback further, you can see that we are providing options that allow for a more community-oriented site design. Additionally, the ordinance make sure to not penalize the provision of eaves. Eaves are an important architectural element. Not only can they add aesthetic value, eaves also help to protect from water infiltration at the foundation, they provide additional shade which reduces energy cost and they protect homes from the weathering and wear from sun and rain water on both internal and external parts of the structure. Front Porches provide opportunities for interaction amongst neighbors to create opportunities to strengthen social bonds which adds to the vibrancy and security of a neighborhood. Additionally, steps and ramps and other similar features are needed for creating convenient access and should not be made more difficult by setbacks requirements.

5 Reasons Your First Home Should Be A Duplex



ELIMINATION OF ADDITIONAL MINIMUM LOT SIZE FOR DUPLEXES

Lot area per dwelling unit in square feet:	15,000 for the first; 7,500 for one additional dwelling unit in one building.
--	---

The next change we made was to eliminate the requirement for additional land area in order to establish a duplex on a lot. By ordinance, we already allowed duplexes in all residential and commercial zoning districts (with the exception of R-40), but each zoning district required that, in addition to the minimum lot size, you had to have an additional 50%-60% of that minimum lot size in order to have a two-family home on a lot. This provision eliminated that additional land requirement so now you can have a duplex on any legally established residential or commercial property in the city.

ARTICLE XVI. – SUPPLEMENTARY STANDARDS

16-4-1 Accessory dwelling units.

Larger ADUs

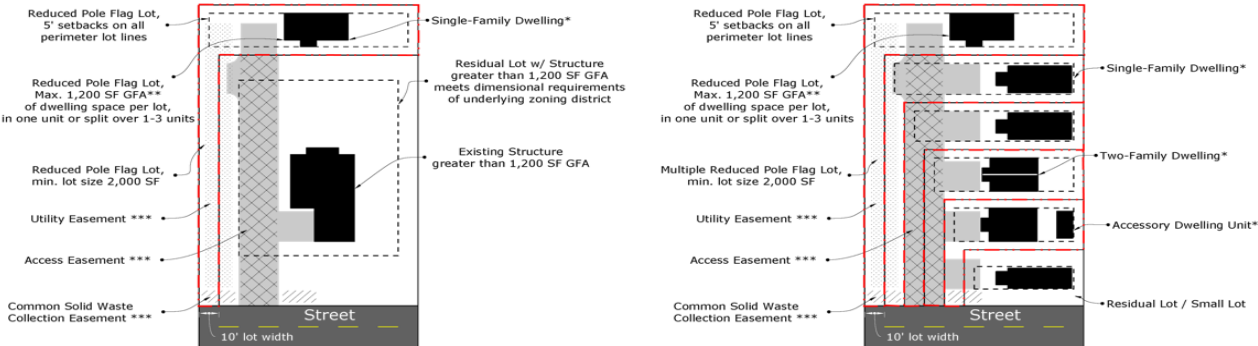
From 800 Sq Ft to 1,200 Sq Ft



One of the more significant proposals involves adding a general provision that allows for units that are 1,200 Sq Ft or less to be counted as half of a unit for the purposes of calculating density. This encourages (or more accurately, removes current disincentives) for constructing smaller, more affordable units. Again, this is an effort to acknowledge the differences in the market between smaller units and larger units and to tailor the zoning code accordingly in an effort to allow the construction of small units to keep pace with larger units. In making these changes, it would allow the return on investment for small-unit developments to become as attractive if not more attractive to developers who would otherwise be inclined to produce larger-scale units. Additionally, we aim to align the size threshold for half units with the 1200 sq ft number proposed in the Small Lot text amendment, that was recently adopted, and the next proposal which relates to ADU standards.

Moving back to the Supplementary Standards, this proposed language aims to increase the maximum square footage for ADUs to 1,200 Sq Ft. This would only apply to those properties with principal structures that are at least 1,200 Sq Ft in gross floor area. The language also allows for principal structures that are smaller than 1,200 Sq Ft to have an ADU that is equivalent to the size of the principal structure. This particular recommendation had evolved significantly from its initial form and is a good example of how the collaborative public process from Legislative Committee to City Council works well.

Small Lots & Reduced Pole Flag Lots



*Subject to Permitted Uses for underlying zoning district
** GFA = Gross Floor Area (in square feet, SF)
*** Dimensions/locations to vary based on service-provider requirements



Real World Example



Durham, NC

Half Units

ARTICLE VI. – GENERAL PROVISIONS

6-1-2 - Height and density.

a) No building shall hereafter be erected or altered so as to exceed the height limit or to exceed the density regulations of this ordinance for the district in which it is located except as may be approved as a condition to a conditional zoning district. Residential units under 1,200 square feet in gross floor area shall count as one-half unit (0.5 units) for the purposes of calculating density allotments in all zoning districts with density standards. Residential units under 1,200 square feet shall be counted as whole numbers for the purposes of applying other aspects of the zoning code such as determining level of review, applying minimum parking requirements, etc.



1,200 Sq Ft =
1/2 Unit

One of the more significant proposals involves adding a general provision that allows for units that are 1,200 Sq Ft or less to be counted as half of a unit for the purposes of calculating density. This encourages (or more accurately, removes current disincentives) for constructing smaller, more affordable units. Again, this is an effort to acknowledge the differences in the market between smaller units and larger units and to tailor the zoning code accordingly in an effort to allow the construction of small units to keep pace with larger units. In making these changes, it would allow the return on investment for small-unit developments to become as attractive if not more attractive to developers who would otherwise be inclined to produce larger-scale units. Additionally, we aim to align the size threshold for half units with the 1200 sq ft number proposed in the Small Lot text amendment, that was recently adopted, and the next proposal which relates to ADU standards.

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Population

Families & Living Arrangements	
Households, 2019-2023	7,829
Persons per household, 2019-2023	1.89

Proposed Amendments:
Category 2

1,200 Sq Ft

Taking a look at that 1,200 Sq Ft product. There are number of different designs that could be created, but the primary aim is that it will accommodate a 2bd/2ba dwelling unit. This is the most versatile arrangement that is accommodating the most household types in today's market.

Sec. 5-14. PRD Planned Residential Development Conditional Zoning District Classification.

5-14-2. Permissible uses subject to rezoning to a Planned Residential Development Conditional Zoning District.

A building or land shall be used only for those purposes specified in the rezoning for the project which may include one or more of the following:

- Accessory structures
- Accessory dwelling units subject to supplementary standards contained in section 16-4, below
- Adult care centers registered with the NC Department of Health and Human Services (DHSS)
- Adult care homes
- Camps
- Child care centers subject to supplementary standards contained in section 16-4, below
- Child care homes
- Congregate care facilities, subject to supplementary standards contained in section 16-4, below
- Customary accessory uses
- Golf courses
- Golf driving ranges and par-three golf courses
- Home occupations
- Neighborhood-oriented Personal services consistent with the purposes of this classification, such as barber and beauty shops, medical and dental labs and clinics, opticians and optical services and prosthetics & orthopedics
- Neighborhood-oriented Retail stores consistent with the purposes of this classification, such as gift shops, florist shops and pharmacies
- Nursing homes, subject to supplementary standards contained in section 16-4, below
- Offices located, designed, and proposed to be operated so as to be compatible with the particular neighborhood in which they are to be located
- Parks
- Planned residential developments (major)



Proposed Amendments

Residential dwellings, multi-family

Residential dwellings, single-family

Residential dwellings, two-family

Residential dwellings, three-family

Residential dwellings, four-family

Neighborhood-oriented Restaurants, consistent with the purposes of this classification (no drive-thru)

We now move into the proposed change for Planned Residential Development – these proposals are still a work in process but we wanted to go ahead and present them to you tonight so that you can begin thinking about them. As a reminder, PRD is a CZD zoning district but the proposed changes would also impact Minor PRD which is a permitted use in all of the residential zoning districts. It is able to be used when the unit count of the development is under 50 units.

For starters, the permitted uses in PRD are proposed to eliminate Multi-Family as a use. This is intended to streamline the Zoning Districts that are used for Multi-Family – only allowing multi-family in zoning district which have site and architectural design standards. This change will also allow for establishing district standards that accommodate traditional neighborhoods instead of having standards that apply to both neighborhoods and large apartment complexes. I will cover other proposed changes to PRD that are a result of the elimination of this use.

In order to reconfigure PRD to be more in line with the City's Comp Plan, staff is proposing to add ADUs, Triplexes and Quadplexes to allow for a variety of housing types. Additionally, the Comp Plan goals are achieved by allowing for some Neighborhood-Scale commercial uses such as services, retail stores and restaurants.

The most significant proposal is that we are stating that all residential uses listed under PRD may be permitted. This means that we would be introducing Tri-plexes and Quad-plexes into single/two family zoning districts under the PRD standards. Now that may seem like a major shift but let's consider a scenario.

You have a 15,000 Sq Ft Vacant R-15 Lot. (.34 Acres) – Under the previously discussed changes, you could build a duplex on this lot. Under Minor PRD (4 units per acre) you could only build 1.36 units (which means 1 unit). If you built the units as 1,200 Sq Ft or less, then you could get 2 units. But again, that just gets you a duplex which would already be permitted. Remember, R-15 is the largest zoning district in the City.

Let's take another example, let's say you have .34 Acres zoned R-6. Under the new density you would be allowed 2.89 units. If you build the units as 1,200 Sq Ft or less, then you could put 1 quadplex on the .34 acre lot otherwise, the most you could do is a Duplex.

5-14-75. Minor planned residential developments.

An applicant may elect to have a development processed as a minor planned residential development so long as the proposed development, including all phases, is greater than 2 dwelling units but does not exceed 50 dwelling units. Minor planned residential developments may consist of any residential uses permitted under Sec. 5-14-2, regardless of the underlying zoning district, and so long as no accessory No commercial development may be part of a minor planned residential development. is requested for the project. A minor planned residential development may be located in one or more of the following zoning district classifications: R-40, R-20, R-15, R-10, R-6, MIC, RCT, C-2, C-3, I-1.

5-14-75.1 Density.

The maximum number of dwelling units which may be constructed in a minor planned residential development shall be 50 or a number computed on the basis of the following table, whichever is less.

Use District	Dwelling Units Per Acre
R-40	1-0-2.0
R-20	2-5-3.0
R-15	8-75-1.0
R-10	5.5
R-6	8.5
MIC	5-5-8.5
RCT	5-5-8.5
C-4	8.5
C-2	8-5-10.0
C-3	8-5-10.0
I-1	8-5

5-14-75.2 Development standards for minor planned residential developments. Except as otherwise noted herein, minor planned residential developments shall be governed by the development standards for planned residential developments contained in subsection 5-14-6, above.

Unlike major planned residential developments, there is no minimum site requirement for a minor planned residential development to be located in a specific Future Land Use designation, nor is there a requirement that access be by means of a designated thoroughfare.

5-14-75.3 Procedures for reviewing. Unlike other planned developments which undergo rezoning to a conditional zoning district, minor planned residential developments undergo site plan review pursuant to section 7-3.

Proposed Amendments

There are several modifications for Minor PRDs.

One change is to align the Density Requirements, shown in the table on the screen, with the Min. Lot Sizes for each of the zoning districts (in other words convert and then add 1 additional unit to come up with the Density Cap. For instance, R-40 = 40,000 Sq Ft Min Lot Size = 1 Unit per Acre > Under Minor PRD we are giving 1 additional Unit for a total of 2 units per acre. R-20 = half acre or 2 units per acre + 1 = 3 units per acre. Another change is to eliminate Minor PRD in I-1 but add it to C-4.

The point here is to illustrate that even with moderate increase in densities and the introduction of Triplexes and Quadplexes, there will not be a proliferation of tri-plexes and quadplexes in existing neighborhoods. At best you may see some conversions of existing homes into multiple units or additional units built on underutilized land.

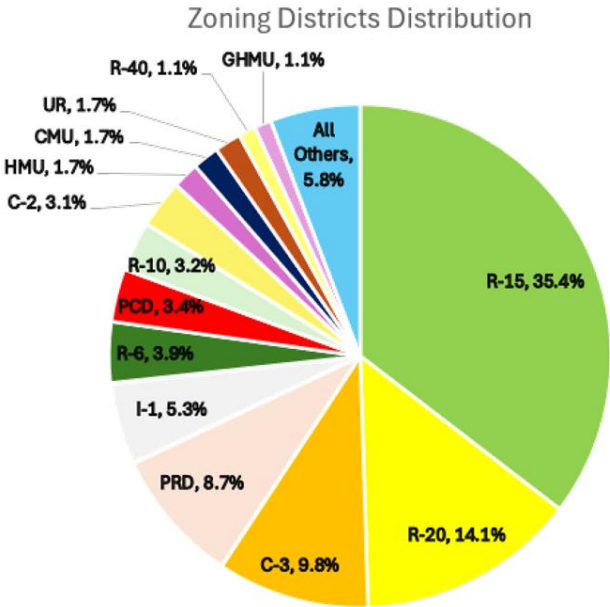
The last change is that there must be more than 2 dwelling units involved to be considered a "Planned" Residential Development.

Additional considerations for PRD include additional analysis of how multi-family removal will interact with other zoning districts, consider adding a provision to encourage or allow for Alleys. And to further research how opportunities for Missing Middle Housing may be incorporated.

Districts Impacted - % Land Area:

- R-40 – 1.1%
- R-20 – 14.1%
- R-15 – 35%
- R-10 – 3.2%
- R-6 – 3.9%

Total = 57.7% of City + ETJ Land Area



Taking this same approach we look at the distribution of Zoning Districts. We find that the Districts targeted by this text amendment total 58.6% land cover.

COMPACT DEVELOPMENT

Along with the mix of land uses, the intensity of development in a community can have a significant impact on its ability to provide affordable housing options, reduce traffic congestion, make efficient use of infrastructure, deliver services, and generally create livable communities. Building up with taller buildings in the appropriate places is one way to accommodate more uses in fewer locations



Relationship to “Guiding Principles” of...



MISSING MIDDLE HOUSING

“Missing middle” housing refers to small- to medium-sized homes that are available at various price points and are compatible in scale and character with the surrounding neighborhood. These homes can be built as part of infill development projects or used to transition between land uses and densities in a new activity center. Examples of missing middle housing include **duplexes**, triplexes, quadplexes, courtyard apartments, live-work units, cottage courtyards, **townhomes**, and small-scale apartments.

DESIRABLE AND AFFORDABLE HOUSING

The preferences for different types of housing vary depending on the locality within the community, and are influenced by factors such as income, age, household size, and available financing. Single-family homes on large lots are simply one of many products demanded in today's market. Housing diversity can address housing prices and differences in lifestyles. It is accomplished first by recognizing the varying needs and preferences of the existing and future population, and finding ways to facilitate the expansion of the housing supply (types and quantity) to satisfy current and anticipated demand.

These proposals are also supported by the Gen H Plan's Guiding Principles.

City Manager Connet said that staff would like to bring the plan to Council in December so you can adopt it and then we can begin working on an implementation plan and pretty it up. Council agreed.

6. **ADJOURN**

There being no further business, the meeting was adjourned at 5:28 p.m. upon unanimous assent of the Council.

Barbara Volk, Mayor

ATTEST:

Jill Murray, City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Steurer **MEETING DATE:** November 6, 2025

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Water and Sewer

TITLE OF ITEM: Authorization to Lease City Owned Property at 129 Michelle Drive – *Adam Steurer, Utilities Director*

SUGGESTED MOTION(S):

I move City Council to adopt the Resolution By the City of Hendersonville of Authorization to Lease City Owned Real Property at 129 Michelle Drive.

SUMMARY:

The City of Hendersonville owns property located at 129 Michelle Drive, Hendersonville, NC 28792 for a water pump station. The property currently houses, in addition to the water pump station, an outdoor advertising sign owned by Lamar OCI South, LLC (“Lamar”). Lamar wishes to renew this lease for an additional ten-year period and the City does not need the space occupied by Lamar’s sign during the proposed ten (10) year lease term.

In accordance with NC G.S. 160A-272, City Council previously announced its intent to lease on August 7, 2025 and advertised notice by publication for a minimum of 30 days thereafter.

BUDGET IMPACT: none

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

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

ATTACHMENTS:

1. Resolution
2. Lease Agreement

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE A LEASE OF CITY OWNED REAL PROPERTY AT 129
MITCHELLE DRIVE**

WHEREAS, the City of Hendersonville owns property located at 129 Michelle Drive, Hendersonville, NC 28792, described in deed of record in Deed Book 1318, Page 126, Henderson County Registry (“Subject Property”); and

WHEREAS, the City of Hendersonville purchased the Subject Property for the purposes of building a pump station; and

WHEREAS, the Subject Property currently houses, in addition to the pump station, an outdoor advertising sign owned by Lamar OCI South, LLC (“Lamar”) and Lamar wishes to renew this lease for an additional ten (10) year period, and the City does not need and will not need the space occupied by Lamar’s sign during the proposed ten (10) year lease term; and

WHEREAS, North Carolina General Statute § 160A-272 authorizes the City Council to lease City owned real property the City Council determines will not be needed by the City for the term of the lease and requires public notice at least 30 days before approving the execution of a lease in excess of one year; and

WHEREAS, the City of Hendersonville declared its intent to authorize a lease at their regular meeting of August 7, 2025. The nonexclusive lease of the Subject Property to Lamar which will permit Lamar to leave their outdoor advertising sign in place during the Lease term; and

WHEREAS, Staff advertised City Council’s intent to lease in a newspaper of general circulation in Henderson County thirty (30) days prior to the November 7, 2025 regular City Council Meeting.

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

1. The City authorizes a lease renewal for the Subject Property to the Lamar.
2. The annual rent shall be \$ 5,250, paid annually, for the first five (5) years of the Lease term, and \$ 5,512, paid annually for the second five (5) years of the lease term.;
3. City Council authorizes Adam Steurer, Utilities Director, to execute the Lease Agreement with terms consistent with this Resolution.

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



After recording, return to:
Lamar Advertising Company - Asheville
Attn: Real Estate Manager
11 Glenn Willow Dr
Arden, NC 28704

Lamar Co #136
Lease # 136-00142-01

MEMORANDUM AND NOTICE OF LEASE AGREEMENT

The undersigned (hereinafter referred to as “Lessor”) has executed and delivered to **LAMAR OCI SOUTH, LLC** (hereinafter referred to as “Lessee”) a **LEASE AGREEMENT** dated the 17th day of June, 2025, leasing a portion of the premises, in the deed recorded in Deed Book 1318, at Page 126--127, located in the County of Henderson, State of North Carolina more particularly described as follows:

S/S 4-SEASONS BLVD .3MI W/O I-26 with a tax map number of PARCEL ID #9579352766

WHEREAS, said **LEASE AGREEMENT** (hereinafter referred to as “Lease”), provided for an term of TEN (10) years.

NOW, THEREFORE, for the consideration set out in the Lease, Lessor hereby grants, leases and lets to Lessee all rights as specified therein in and upon the said premises, subject to all of the provisions and conditions set out in the Lease for all purposes and the Lease is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, this instrument is duly executed on the date hereinabove specified.

**LESSOR: The City of Hendersonville,
a North Carolina Municipal Corporation**

WITNESSES:

By: Adam Steurer
Its: Utilities Director

The foregoing instrument was acknowledged before me by _____, its
_____ this _____ day of _____, 20____.

Notary (Print Name)

Notary Public for the State of _____
My commission expires: _____

Notary (Signature)

LESSEE: LAMAR OCI SOUTH, LLC

WITNESSES:

By: William McNeil
Its: VICE PRESIDENT/GENERAL MANAGER

The foregoing instrument was acknowledged before me by _____, its
Vice President/General Manager this _____ day of _____, 20____.

Notary (Print Name)

Notary Public for the State of _____
My commission expires: _____

Notary (Signature)

Lease # 136-00142-01

RENEWAL SIGN LOCATION LEASE

THIS RENEWAL SIGN LOCATION LEASE ("Lease"), made this 17th day of June, 2025, ("Effective Date"), by and between: The City of Hendersonville, NC ("Lessor") and Lamar OCI South, LLC ("Lessee"). The Lessor and Lessee may at times hereinafter be referred to collectively as "Parties" or individually as "Party."

WHEREAS, Lessor is the owner, easement holder or lessee under written lease of certain real property located in the County Henderson County, State of North Carolina and more particularly described or depicted on Exhibit A attached hereto (the "Leased Premises"); and

WHEREAS, Lessor and Lessee are Parties or successors in interest to that lease of the Leased Premises dated the 16th day of September, 2016 (the "Previous Lease") for the purposes of constructing, maintaining and operating a sign on the Leased Premises and the Parties desire to renew, amend supersede and replace the terms of the Previous Lease to the extent more specifically described herein.

NOW, THEREFORE, in consideration of and reliance upon the mutual benefits and obligations to be conveyed by this Lease and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Lessor hereby leases and grants to Lessee, its successors or assigns, the nonexclusive right to use the Leased Premises, with free access over and across the Leased Premises, for the purposes of operating, maintaining, servicing, replacing with a substantially similar structure as exists as of the date of this Lease, or removing the existing outdoor advertising structure ("Sign"), including supporting structures, illumination facilities and connections, display panels, and other appurtenances and ancillary equipment, and the right to post, illuminate and maintain advertisements on the Sign. Modifications of the Sign to increase the number advertising faces, or any other substantial modification to the Sign shall require prior written consent of the Lessor which may be given or withheld in Lessor's sole, absolute, and unfettered discretion. Replacing existing sign faces with changeable copy faces or electronic faces, that are the same size as those existing on the presently existing faces, as are allowed by applicable local and state law, is permitted. Lessor also grants to Lessee and/or its agents, contractors, subcontractors, sublessees and assigns (i) the right and easement to and from the Sign over and across the Leased Premises for the vehicular and pedestrian ingress and egress necessary to effect any action allowed herein or required by this Lease or by applicable law and, (ii) the right to provide, establish, install and maintain electrical power to the Sign at Lessee's expense. The Parties acknowledge that, except as otherwise provided for herein, the Sign shall remain at its present location within the Leased Premises as described in Exhibit B attached hereto (the "Sign Location") and any existing discrepancies or errors in the Sign Location and/or the orientation of the Sign have been waived. It is acknowledged that Lessor also has pump station facilities on the Leased Premises ("Lessor's Facilities"). Nothing herein shall be deemed or interpreted as interfering with, or permitting Lessee to interfere with Lessor's full and absolute use of Lessor's Facilities on the Leased Premises. In the event that Lessee's use of the Leased Premises exceeds the scope of use permitted herein, and unreasonably interferes with Lessor's full enjoyment of or access to Lessor's Facilities on the Leased Premises, Lessor shall the absolute right to terminate this Lease immediately.

2. This Lease shall be for an initial term of TEN (10) years commencing on October 1st, 2025 ("Rent Commencement Date"). Each one-year period following the Rent Commencement Date shall be referred to herein as a "Lease Year."

3. Lessee shall pay to Lessor the annual rental of \$5,250.00 Dollars ("Annual Rent"), payable annually in advance, subject to any adjustments or additional terms contained in Exhibit C attached hereto and incorporated herein ("Additional Rental Terms"), with the first installment due upon the Rent Commencement Date. If Lessee fail to pay rent or perform any other obligation under this Lease within fifteen (15) days after such performance is due, Lessee will be in default under the Lease. In the event of such default, before exercising any remedies, Lessor must give Lessee written notice by certified mail and allow Lessee fifteen (15) days thereafter to cure any default.

4. Lessor shall not erect or allow to be erected any other off-premise advertising structure(s), other than Lessee's, or allow to be erected any other structure or allow any vegetation on the Leased Premises that may materially obstruct the roadway view of Lessee's Sign. Lessor hereby authorizes Lessee, at Lessee's option, to remove any such obstruction of Lessee's Sign.

5. Should Lessee be prevented from constructing or maintaining a Sign at the Leased Premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, Lessee may, at its sole discretion, elect to immediately terminate this Lease without any obligation or liabilities due to Lessor. Additionally, Lessee may terminate this Lease upon providing thirty (30) days' written notice to Lessor in the event the Sign becomes entirely or partially obstructed in any way or, in Lessee's sole opinion, the location becomes economically or otherwise undesirable. Upon termination of this Lease prior to expiration, Lessor shall return to Lessee any unearned prepaid rentals on a pro rata basis.
6. Lessee, at Lessee's sole discretion, shall have the right to make any necessary applications with, or obtain permits or entitlements from, governmental bodies for the construction, operation, maintenance and removal of Lessee's Sign. The Sign and all such permits and entitlements obtained by Lessee, as well as any nonconforming rights pertaining to the Leased Premises, shall remain the property of Lessee. Upon the expiration or earlier termination of this Lease, Lessor shall provide Lessee with continued access to the Leased Premises to remove the Sign and to restore the surface of the Leased Premises to its original condition, less ordinary wear-and-tear.
7. Lessor represents that it is the owner, easement holder, or lessee under written lease of the Leased Premises and has the right to enter into this Lease and to grant Lessee free access to the Leased Premises to perform all acts necessary to exercise its rights pursuant to this Lease. Lessor is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the Leased Premises that prohibit the erection, posting, painting, illumination or maintenance of the Sign.
8. In the event of any change of ownership of the Leased Premises, Lessor shall notify Lessee in writing of the name, address, and phone number of the new owner, and Lessor shall further give the new owner formal written notice of the existence of this Lease and deliver a copy thereof to such new owner prior to or upon closing. In the event that Lessee assigns this Lease, Lessee shall notify Lessor in writing of the name, address, and phone number of the assignee, and shall further deliver to Lessor an attornment, duly executed by the Lessee, expressly assuming Lessee's obligations under this Lease and agreeing to be bound by this Lease. The assignee shall be fully obligated under this Lease. Provided Lessor gives to Lessee the required written notice and attornment required by this paragraph prior to the effective date of the assignment, Lessee shall no longer be bound by the Lease.
9. This Lease shall be binding upon the personal representatives, heirs, executors, successors, and assigns of both Lessee and Lessor.
10. In the event of condemnation or eminent domain activities affecting any portion of the Leased Premises that results in the removal or diminished value of Lessee's Sign or Sign Location, (i) any condemnation award for Lessee's property shall accrue to Lessee.
11. Lessee shall indemnify Lessor from all claims of injury and damages to Lessor, Lessor's Facilities, or to third parties or third parties' property, as well as repair any damages to the Leased Premises or Lessor's Facilities, less ordinary wear-and-tear, or Lessor's personal property at the Leased Premises caused in whole or in part by Lessee, Lessee's contractors or invitees or agents, or by the modification, operation, maintenance and removal of Lessee's Sign during the term of this Lease (as allowed by the terms of this Lease). Lessor shall indemnify Lessee from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of the warranty of title made by Lessor under this Lease.
12. If required by Lessee, Lessor shall execute and acknowledge a memorandum of lease suitable for recordation. Lessor further authorizes Lessee to record such memorandum.
13. This Lease is **NOT BINDING UNTIL EXECUTED** by all Parties. All written notifications, demands or requests pertaining to this Lease shall be sent via certified mail to the addresses on the following signature page.

RENEWAL SIGN LOCATION LEASE SIGNATURE PAGE

LESSEE: Lamar OCI South, LLC

BY: _____
William McNeil
VICE-PRESIDENT/GENERAL MANAGER

Date: _____

Telephone Number: (828) 687-4000

Address:

Lamar Advertising Company – Asheville
11 Glenn Willow Dr
Arden, NC 28704

Witnesses (Lessee)

This Instrument Prepared by
James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

LESSOR: The City of Hendersonville, NC

BY: _____
Adam Steurer
Utilities Director

Date: _____

Telephone Number: _____

Email: _____

Address:

Witnesses (Lessor)

EXHIBIT A

“The Leased Premises”

That certain piece or parcel of land as conveyed in the certain Deed, by and between Lucille Hyder Terry, wido a/k/a Lucille Hyder Logan, (Grantor) and The City of Hendersonville, A North Carolina Municipal Corporation (Grantee), recorded on 5/7/2007, Book 1318, Page 126-127 of the official records of Henderson County, State of North Carolina as more specifically described below.

Municipal Address: 129 Michelle Drive, Hendersonville, NC 28792

Parcel ID#: 9579352766

Lamar Location Description: S/S 4-SEASONS BLVD .3MI W/O I-26

Being all that real property described in that deed recorded in deed book 710 at page 537, Henderson County Registry.

BEGINNING at a point in the western margin of Michelle Road (SR 1986) (a 60-foot wide right of way) said BEGINNING Point also being located North 37 deg. 47 min. 51 sec. East 320.31 feet from a point where the northwestern margin of the right of way of Michelle Road intersects with the northern margin of the right of way of Orr's Camp Road (SR 1749) said Beginning point further being located South 33 deg. 41 min. 57 sec. West 864.86 feet from N.C.G.S. monument "Clover", coordinates North equals 596500.139 and East equals 973818.503; thence traveling from said beginning point along the western margin of Michelle Road South 37 deg. 47 min. 51 sec. West 53.02 feet to a point; thence leaving the right of way of Michelle Road and running North 83 deg. 18 min. 41 sec. West 12.93 feet to a point; thence North 81 deg. 47 min. 03 sec. West 115.91 feet to a point in the southern margin of the right of way of U.S. Route 64, thence with the southern margin of said right of way North 46 deg. 15 min. 29 sec. East 43.16 feet to a right of way monument located in the right of way fence line; thence running and traveling in a southeasterly direction approximately 125 feet to the point and place of Beginning.

EXHIBIT B

“The Sign Location”



▼ 1 Results

Report	Tax Bill	Real Property	Slope Report	Find Adjoining Parcels	Permits	LOMR
Listed To: CITY OF HENDERSONVILLE						
Physical Address: 129 MITCHELLE DR						
REID: 9932156						
PIN: 9579352766						
Plat: Not Available						
Deed: 1318/126						
Date Recorded: 2007/05/09						
Municipality: HENDERSONVILLE						
Mailing Address: 145 5TH AVE E						
Mailing City: HENDERSONVILLE						

EXHIBIT C

“Additional Rental Terms”

Annual Rent due to Lessor specified in Paragraph 3 of this Lease shall, at the end of the fifth Lease Year, and as of the end of every fifth Lease Year thereafter during the Initial Term of this Lease, shall increase as detailed in the rent schedule table below.

Lease Years	Ground Rent
1-5	\$5,250.00
6-10	\$5,512.00



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Harrell

MEETING DATE: November 6, 2025

AGENDA SECTION: CONSENT

DEPARTMENT: Human Resources

TITLE OF ITEM: Revision of the City Ordinance for Retiree insurance to clarify how long a 30+ year retiree can remain on city paid medical insurance, *Jennifer Harrell, HR Director*

SUGGESTED MOTION(S):

I move City Council adopt the Personnel Policy Amendment Resolution, as presented.

SUMMARY:

Staff has determined the city revised the City Ordinance clarifying how long a 30+ year retiree may remain on City paid medical insurance.

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS: Hendersonville Personnel Policy Article IV. Section 3

G.S. 160A-164.2

Ordinance #__ - ____

AN ORDINANCE AMENDING SECTION 2-138 OF THE CODE OF ORDINANCES PERTAINING TO MEDICAL INSURANCE FOR CERTAIN CITY GOVERNMENT RETIREES

WHEREAS, the Code of Ordinances Section 2-138 provides for the City to continue to carry medical insurance for employees retiring with 30 or more years of service to the City of Hendersonville, and

WHEREAS, the City wishes to clarify how long a retiree will be covered on the city medical insurance, and

WHEREAS, the intent of the City that the said section means to provide medical insurance for retirees until they reach age sixty-five (65) or become Medicare eligible.

WHEREAS, the City Council wishes to amend the ordinance to clarify the said intent,

NOW THEREFORE, be it ordained by the City Council of the City of Hendersonville:

Section 1. Hendersonville City Code Section 2-138 is hereby amended to read in full as follows:

Sec.2-138 Group medical insurance coverage for retirees.

For employees who retire with 30 or more years of service to the City of Hendersonville, the city will continue to carry them on the city's group medical insurance plan and pay the premium until such time the ~~employees retiree~~ reaches the age of sixty-five (65) or becomes Medicare eligible whichever comes first- ~~reach the age of eligibility for social security and medicare benefits.~~

Section 2. SEVERABILITY. If any provision of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the remaining provisions of this ordinance.

Section 3. EFFECTIVE DATE. This ordinance shall be in full force and effective from and after the date of its adoption.

Adopted this sixth day of November 2025.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Krystal Powell, Finance Director **MEETING DATE:** November 6, 2025

AGENDA SECTION: Consent **DEPARTMENT:** Finance

TITLE OF ITEM: Appointment of Deputy Tax Collector – *Krystal Powell, Finance Director*

SUGGESTED MOTION(S):

I move City Council adopt the Resolution to appoint Tammy Heide as Deputy Tax Collector and to adopt the Charge and Order of Collection as presented.

SUMMARY:

Amanda Lofton was the former Deputy Tax Collector who has resigned in October. Tammy Heide is the new Assistant Finance Director and is recommended to be appointed as the new Deputy Tax Collector.

BUDGET IMPACT: \$

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

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

ATTACHMENTS:

Resolution

Oath

Order to Collect Taxes

Resolution #R-__-____

**RESOLUTION TO APPOINT TAMMY HEIDE AS DEPUTY TAX COLLECTOR AND
ADOPTING THE CHARGE AND ORDER OF COLLECTION**

WHEREAS, the City of Hendersonville contracted with Henderson County for tax collection beginning in 2019 and;

WHEREAS, the City of Hendersonville retained the responsibility to collect delinquent taxes billed prior to 2019; and

WHEREAS, A new Deputy Tax Collector will be appointed after the acceptance of the tax settlement of Amanda Lofton; and

WHEREAS, Tammy Heide is a person of character and integrity whose experience in business and collection work is satisfactory;

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

1. Tammy Heide, Assistant Finance Director is hereby appointed as Deputy Tax Collector for a term of 5 years.
2. The delinquent taxes as detailed in the October 24, 2025, Tax Settlement are hereby charged to the Deputy Tax Collector for collection
3. The Order of Collection is approved and shall be delivered to the Deputy Tax Collector.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of November 2025.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Oath of Office

Deputy Tax Collector

I, **Tammy Heide**, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina, not inconsistent therewith, and that I will faithfully discharge the duties of my office as Deputy Tax Collector of the City of Hendersonville, and that I will not allow my actions as tax collector to be influenced by personal or political friendships or obligations; so help me God.

(Tammy Heide)

Date

On _____ 2025, **Tammy Heide** personally appeared before me and took the Oath of Deputy Tax Collector for the City of Hendersonville, NC and signed the above document as witnessed.

Seal

Attest:

Jill Murray, City Clerk
City of Hendersonville

CITY COUNCIL:
BARBARA G. VOLK
Mayor
DR. JENNIFER HENSLEY
Mayor Pro Tem
GINA BAXTER
MELINDA LOWRANCE
LYNDSEY SIMPSON



Section 5, Item D.

JOHN F. CONNET
City Manager
ANGELA S. BEEKER
City Attorney
JILL MURRAY
City Clerk

State of North Carolina
City of Hendersonville

To the Tax Collector of the City of Hendersonville,

You are hereby authorized, empowered, and commanded to collect the delinquent taxes reported in the October 24, 2025 tax settlement as set forth in the tax records filed in the office of the Tax Collector and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the City of Hendersonville , and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 6th day of November 2025

(Seal)

Barbara Volk, Mayor

Attest:

Jill Murray, City Clerk

Resolution #R-25-

RESOLUTION BY THE CITY OF HENDERSONVILLE APPROVING TAX REFUND REQUESTS DUE TO CLERICAL ERROR PURSUANT TO N.C.G.S. 105-381

WHEREAS, the Henderson County Tax Assessor’s office has made the City aware of a clerical error in the tax listing for Public Service Company of NC, Inc. (dba Enbridge Gas) (hereinafter “PSNC”) for tax year 2024; and

WHEREAS, the value of PSNC property subject to the City’s Municipal Service District tax and the value subject only to the generally applicable City tax rate were transposed on the 2024 tax bills; and

WHEREAS, due to the clerical error, PSNC’s 2024 tax payment for property subject to the City’s Municipal Service District tax resulted in an overpayment of \$18,429.84; and

WHEREAS, the taxpayers have in a timely manner pursuant to applicable law made a demand in writing for a refund of such overpayment, and the amounts have been certified by the Henderson County Tax Assessor/Collector as being in excess of the amounts legally due by the taxpayers in accordance with G.S. 105-381.

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

1. The certified amounts of individual refunds of taxes shown on the attached Release/Refund Report, attached hereto as Exhibit A and incorporated herein by this reference, are hereby approved.
2. The City of Hendersonville Finance Director is directed to make said refunds in the total amount of \$18,429.84.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of November, 2025.

Attest: _____
Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

EXHIBIT A

NCPTS Pending Release/Refund Report. Monday, October 27, 2025*											
TAX DISTRICT	OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	DISTRICT CODE	LEVY TYPE	BILLED	PAID	RELEASE	
HENDERSONVILLE DOWNTOWN-MAIN STREET	PUBLIC SERVICE COMPANY OF NC INC	0003097984-2024-2024-0000	ADJUSTMENT NCGS 105-381(a)(1)a. REFUND OF TAXES PAID THROUGH CLERICAL ERROR.	(\$8,776,115)	9453	JURSD13	TAX	\$18,776.88	\$18,776.88	\$18,429.84	
							LATE LIST FEE				
							TOTAL:				\$18,429.84
					ABSTRACT TOTAL:						
OWNER TOTAL:											\$18,429.84
GRAND TOTALS:										\$18,429.84	



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

Brian Pahle

MEETING DATE:

11/06/2025

AGENDA SECTION:

Consent

DEPARTMENT:

Administration

TITLE OF ITEM:

Tax Interest Release – *Brian Pahle, Deputy City Manager*

SUGGESTED MOTION(S):

I move that City Council adopt a Resolution by the City of Hendersonville Approving Tax Release Requests Due to Clerical Error Pursuant to N.C.G.S. 105-381 as presented.

SUMMARY:

The City became aware of a tax billing issue associated with PSNC (d/b/a Enbridge Gas) where they overpaid the Main Street MSD Fund for property taxes and underpaid the General Fund for property taxes. This was due to an error in the assessment and classifications of the property. Staff is requesting the interest on the late payment be released. There is another agenda item requested the release of the refund for the overpayment. The Henderson County Tax Office has worked diligently with City Staff and Enbridge Gas to alleviate this issue.

BUDGET IMPACT: N/A

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

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

ATTACHMENTS:

- Resolution
- Request from PSNC
- Confirmation of Clerical Error in Listing
- Correction Worksheet Provided by NCDOR

Resolution #R-25-

RESOLUTION BY THE CITY OF HENDERSONVILLE APPROVING TAX RELEASE REQUESTS DUE TO CLERICAL ERROR PURSUANT TO N.C.G.S. 105-381

WHEREAS, the Henderson County Tax Assessor’s office has made the City aware of a clerical error in the tax listing for Public Service Company of NC, Inc. (dba Enbridge Gas) (hereinafter “PSNC”) for tax year 2024; and

WHEREAS, the value of PSNC property subject to the City’s Municipal Service District tax and the value subject only to the generally applicable City tax rate were transposed on the 2024 tax bills; and

WHEREAS, due to the clerical error, PSNC’s 2024 tax payment for property subject only to the generally applicable City tax rate resulted in an underpayment on Tax Bill No. 0003097983-2024-2024-0001-00; and

WHEREAS, due to the underpayment, interest has accrued in the amount of \$3,993.13; and

WHEREAS, PSNC has paid its property taxes in a timely fashion each tax year, and but for the clerical error, would have also paid correct amount due in a timely fashion, and therefore would not have accrued interest; and

WHEREAS, the taxpayers have in a timely manner pursuant to applicable law made a demand in writing for a release of such interest, and the amounts have been certified by the Henderson County Tax Assessor/Collector in accordance with G.S. 105-381.

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

1. Interest due on additional outstanding tax bill 0003097983-2024-2024-001 For Public Service Company of NC, Inc., in accordance with G.S. §105-381(a)(1)a. – a tax imposed through clerical error, is hereby released.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of November, 2025.

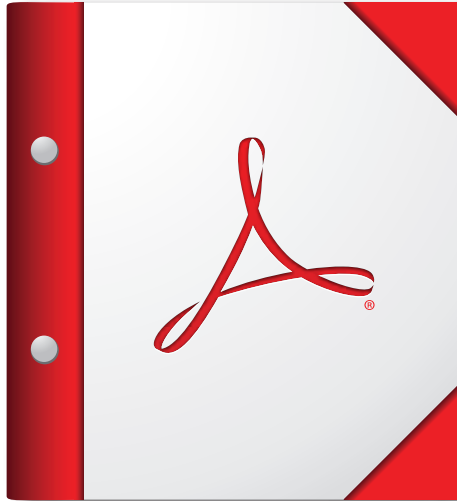
Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



**For the best experience, open this PDF portfolio in
Acrobat X or Adobe Reader X, or later.**

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Worksheet: 2024 Public Service Value Adjustment

Date	9/11/2025		
Employee	George Hermane		
Company	Public Service Company of NC		
County Involved	Henderson		
County Contact(s)	Kevin HensleyMarty Haney		
County Email/Phone	khensley@hendersoncountync.gov mhaney@hendersoncountync.gov		

Value	Orig Value	Revised Value	Value Change
CITY OF HENDERSON	165,257	8,941,372	8,776,115
HENDERSON DNTWN MAIN ST	8,941,372	165,257	(8,776,115)
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-

Reclassification of value certified in 2024. Public Service Company of NC reported this property timely and in the correct districts. The amounts were reversed between the two districts due to a processing issue by NCDOR.

Notified:		Adjustments due to reductions of value, if any, should be processed according to applicable statutes, following the county's procedure for value adjustments.
County	✓	
Municipality		
Company	✓	

Resolution #__ - ____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ACCEPT SETTLEMENT OF DELINQUENT TAXES CHARGED TO DEPUTY TAX COLLECTOR

WHEREAS, General Statute 105-373 requires the tax collector to provide settlement of all taxes charged to the collector to the governing board upon their last day in office and;

WHEREAS, In default of such a settlement, or in case of a vacancy occurring during a term for any reason, it shall be the duty of the chief accounting officer or, in the discretion of the governing body, of some other qualified person appointed by it immediately to prepare and submit to the governing body a report in the nature of a settlement made on behalf of the former tax collector.; and

WHEREAS, Whenever a settlement must be made in behalf of a former tax collector, as provided in this subsection (d), the governing body may deliver the tax receipts, tax records, and tax sale certificates to a successor collector immediately upon the occurrence of the vacancy, or it may make whatever temporary arrangements for the collection of taxes as may be expedient.

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

1. The settlement of taxes charged to Deputy Tax Collector Amanda Lofton, prepared and submitted by Finance Director Krystal Powell is satisfactory and approved.

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
 Delinquent Real Property Taxes
 10/24/2025

Customer Number	Customer Name	Tax District		
		City	Downtown	7th Ave
38601	CALDWELL, DIANE	\$ 78.40		
232346	PARRIS, SHANNON DELORES	\$ 78.69		
243683	ANGRAM, SAMUEL N	\$ 49.00		
245630	JOHNSON LAW FIRM PA	\$ 263.87		
247760	WALKER, ANDREW J	\$ 674.11		
262526	AMERIGAS PROPANE HENDERSONVILLE	\$ 38.62		
264673	H STEPPE PROPERTIES LLC	\$ 19.27		
264851	CARDINAL CARE, INC	\$ 92.64		
264977	KEATING, FRANK	\$ 6.80		
265311	STEPHENS, RICHARD	\$ 302.33		
265332	WILLIAMS, JOSEPH	\$ 86.24		
266421	DOBBS, THOMAS M. CO-TRUSTEES	\$ 478.56		
267949	CREASMAN, ROBERT EST	\$ 2.38		
271091	FERGUSON, BROOKE T	\$ 22.94		
274427	HAYWOOD MANOR HOMEOWNERS ASSOC	\$ 2.45		
274606	SMITH, TONY	\$ 278.71		
274930	PRIDMORE, DANIEL	\$ 46.73		
276347	WEST, MARCIE LEE	\$ 19.23		
280500	LANDRUM, KEVIN D	\$ 247.68		
282785	NELSON, DAVID A	\$ 23.96		
283004	LONG, CAROLINE	\$ 13.60		
284400	PARKS, REGINA	\$ 3,097.00		
284462	SMOKEY MOUNTAIN RESTAURANT LLC	\$ 766.36		
288155	BELLARUE PROPERTIES LLC A NC LL COMPANY	\$ 1,870.82		
288167	NAPOLITANO, THERESA	\$ 453.25		
288293	SLAUGHTER, GAIL	\$ 17.54		
288299	CLARKE, ROBERT M II	\$ 130.45		
288429	SANTOS, NESTOR HERNADEZ	\$ 1,090.56		
288468	BARNES, CAROL C	\$ 690.90		
288623	LIFE CENTER OF DELIVERANCE IN A NC CORPO	\$ 70.41		
288650	RAMIREZ, JEFFERY L	\$ 391.53		
288698	EVERETT, ERIN	\$ 952.63		
288714	DAVES, MARY SUE	\$ 41.30		
288815	TAYLOR, TIMOTHY	\$ 946.19		
288834	ROEDER, DONALD PATRICK JR.	\$ 818.30		
288972	GREENE, MALLORY	\$ 749.70		
289133	FRANKLIN, SHERRY ANN	\$ 18.24		
289221	SULLIVAN, MILDRED M	\$ 168.80		
289414	ROBINSON, CARROLL THERIAN	\$ 481.76	\$ 70.00	
289453	EWING, ROY	\$ 1,717.06		
289497	MCKENCAL LLC A NC LLCOMPANY	\$ 1,730.19		
289511	JACKSON, SHIRLEY ANNE	\$ 151.66		
289558	MOSELEY, TROY E & JOYCE M	\$ 250.57		
289586	CALDWELL, DIANE R	\$ 980.00		
289633	SMITH, ELIZABETH R HEIRS	\$ 164.15		

289666 WORSHAM, CLIFFORD LEE	\$	33.38	
289693 ROBINSON, CARROLL K	\$	2,870.48	
289703 BARNWELL, GROVER	\$	3.85	
289848 KNIGHT, RUTH			\$ 2.93
289858 GRAHAM, HELEN R	\$	232.75	
289922 PRIDMORE, DEBORAH	\$	518.68	
290085 DAVIS, MARY	\$	1,008.42	
290247 NELSON, ELIZABETH SMALL	\$	70.98	
290418 NIX, LINDSEY M	\$	629.16	
290701 WARDRUP, JEFFREY R	\$	358.68	
290751 KEELS, HAROLD F JR	\$	83.01	
290788 VOGEL, CHRISTINE FERRIER	\$	1,256.85	
290789 REYNOLDS, SHERRIE LYNN	\$	701.65	
290804 PLACE, VERNON	\$	7.95	
290866 LANDRUM, LAQUANNA	\$	368.48	
290921 HERNANDEZ, J SANTOS	\$	606.13	
290935 VEATCH, LARRY W	\$	4.17	
290981 HARVEY, GERALD	\$	410.13	
291006 BOWMAN, PAUL ANDREW	\$	33.12	
291159 GRAHAM, HELEN R	\$	23.03	
291215 EUDY, CAROL LOVE	\$	644.60	
291305 BROCK, DONALD D	\$	689.92	
291334 MOORE, CYNTHIA ANN	\$	200.00	
291536 STAR NC POOH, LLC	\$	13.38	
291683 WELLMAN, ALYCE	\$	27.05	
291717 KATTERMANN4 HOLDINGS LLC	\$	2,220.04	
291744 BLACK, ARTHUR J	\$	294.98	
296325 THOMAS, MARGARET S TRUSTEE	\$	4.12	
296368 BROWN, GUSSIE	\$	835.15	
296377 TIHPEN, PETSON	\$	280.83	
296425 ALEXANDER, CHRISTOPHER	\$	616.54	
296520 HUDSON, JAMES WILLIAM	\$	1.11	
296661 SMITH, ELEWHEW	\$	149.76	
296731 SHEPHERD, THOMAS R TRUSTEE	\$	712.56	
296832 JAMES, KAREN NEWBORN	\$	241.57	
296954 GORANSON, DAVID MAURICE	\$	358.68	
297087 HODGES, KATHLEEN C. CO-TRUSTEE	\$	6.32	
297119 FAKHOURY, KEVIN A	\$	237.92	
297224 TURK, LAWRENCE M	\$	807.52	
297544 A CUT ABOVE CONSTRUCTION AND INTERIOR DE	\$	269.50	
297769 REESE EXPEDITED FREIGHT LLC	\$	1,067.71	
297773 POLLARD, FRED D	\$	1.96	
298137 WARD, NELLIE F	\$	317.52	
298161 C&S FUTURES LLC	\$	664.44	
298204 JOHNSON, LISA R	\$	14.70	
298213 TWEED, ARTHUR	\$	1,005.97	\$ 246.36
298354 WILKINS, CHARLES A	\$	94.02	
298420 COUNTRY BEAR DAY SCHOOL OF HENDERSONVILL	\$	728.14	
298434 SOMERS, ANTHONY B	\$	14.20	

298449 ORR, DORS H	\$	329.28		
298458 PRESSLY, ANNA TRUITT	\$	950.11		
298675 WHITE, MARK K	\$	43.84	\$	1.47
298700 HYDER, LILLIE	\$	132.84		
298769 CORDARO, MATTHEW ROBERT	\$	1.61		
298774 WILLIAMS, MAMIE D	\$	841.11		
298867 OSTEEN, CAROL LANNING	\$	34.30		
298897 PRIESTER, CAROLYN E.	\$	4.99		
298899 ROMERO, REINA ISABEL	\$	271.95		
302482 URIBE, NANCY VARGAS	\$	452.27		
306468 URIBE, ELEUTERIO LOZANO	\$	108.78		
306623 GRANITE PROPERTIES INC	\$	1.96		
306679 UNKNOWN OWNER	\$	983.33		
TOTAL	\$	46,473.06	\$	71.47 \$ 249.29

City of Hendersonville
Delinquent Personal Property Taxes
10/24/2025

Customer Number	Customer Name	City	Tax District	
			Downtown	7th Ave
59148	UNITED PARCEL SERVICE(MOTOR FREIGHT)	\$ 2,158.39		
188519	CELLCO PARTNERSHIP	\$ 3,539.97		
193624	HENDERSONVILLE SERVICE CENTER	\$ 79.42		
194718	CAROLINA LIVING CENTER	\$ 3,879.04		
194855	DUKE ENERGY CAROLINAS, LLC	\$ 1,473.36	\$ 13.59	\$ 2.43
199292	JERRY'S AUTO SERVICE	\$ 229.90		
199514	AUTO BARN	\$ 1,634.49		
211546	BURKE REALTY	\$ 739.86	\$ 1,017.75	
211650	PISGAH REALTY INC	\$ 300.96		
226484	ZARGOZA, JOSE	\$ 29.56		
227085	CASTANEDA, JOSE	\$ 155.81		
227160	CORN, JOHN	\$ 5.43		
227380	GONZALEZ, LOURDES	\$ 112.29		
227398	GUIDO-PEREZ, NICHOLAS	\$ 51.14		
227443	HENDERSONVILLE HEALTH PARTNERS	\$ 66.22		
227457	HENNESSY FLOOR CO	\$ 276.80		
227532	INVESTOR SERVICES	\$ 4.36	\$ 2.60	
227559	JETER, JOHN B	\$ 20.90	\$ 13.75	
227702	MARIN, JULIA	\$ 13.04		
227706	MAROQUIN, WALTER	\$ 10.03		
227874	OWL MUSIC CO INC	\$ 14.00		
227963	RAETHOR INC	\$ 8.50		
228441	BRIX SALON	\$ 31.35		
231324	2 GUYS PIZZA & RIBS INC	\$ 310.48		
231511	AMUSEMENTS UNLIMITED INC	\$ 1.06		
231701	CB GROUP LLC	\$ 6.68		
232336	OVER THE TOP PIZZA INC	\$ 533.37		
232375	PLANET ZEUS MEDIA LLC	\$ 41.55		
232416	REECE, SHEILA RUFF	\$ 32.72		
232509	SHEALY, SARITA DARLENE	\$ 12.18		
232622	TRAN, HUNG HUU	\$ 179.74		
232665	WADDELL, KENRIC A	\$ 130.95		
235528	AIR CARE & MEDICAL EQUIPMENT	\$ 167.20		
235611	ANGRAM, SAMUEL N - EQUIPT.LESSOR	\$ 41.80		\$ 8.80
235640	ARMENTA, JAVIER TOVAR	\$ 13.30		
235743	BARAM INC	\$ 15.71	\$ 10.34	
235953	BLOCKBUSTER, INC	\$ 611.93		
236207	CABRERA, ESTEBAN	\$ 79.89		
236211	CAFE ENTERPRISES, INC	\$ 3,690.69		
236265	CAPPS, EDWARD	\$ 139.81		
236292	CAROLINA EXCELLENCE INC	\$ 57.66		
236307	CAROLINA SEAFOOD INC. SOUTH	\$ 439.72		
236544	CONSTRUCTION LOGIC, INC	\$ 87.75		
237166	FOUR SEASONS DRY CLEANERS	\$ 344.67		
237247	FUNKY BUNGALOW MOSAIC CO LLC	\$ 10.19		
237398	GONZALEZ, ROSA	\$ 17.14		
237492	GUERRERO, IRMA	\$ 32.60		
237710	HERNANDEZ, HELIO	\$ 135.44		
237798	HOLDER, CLAUDE JR	\$ 97.29		
238163	KASEY REALTORS LLC	\$ 521.60		
238234	KING JUCKETT FINANCIAL SERVICES	\$ 8.47		
238438	LGH INC	\$ 127.49		
238533	LUNA, RIGOBERTO	\$ 14.53		

238557 M & L ASSOCIATES, INC.	\$	7.86	\$	5.17
238828 MENDOZA, INES	\$	12.54		
239005 MOUNTAIN MAN PIZZA LLC	\$	1,682.84		
239025 MUNOZ, DAVID	\$	76.40		
239308 PANIAGUA, FERNANDO	\$	12.12		
239612 RAY INC	\$	271.50		
239718 RIVERA, MARIA NUNEZ	\$	12.18		
239815 RUFF, ANDREW JEFFERY	\$	28.42		
240049 SILVA, NICOLAS HEREDIA	\$	35.53		
240209 SPEARMAN FURNITURE INC.	\$	208.16		
240430 TEAM GLADE LLC	\$	88.87		
240616 VALDEZ, SAVINO	\$	55.59		
240668 WADDELL, DESSIE MAE	\$	69.42		
244278 CELLULAR AIR OF SC LLC	\$	9.49		
244304 CHINA GRILL #25	\$	65.85		
245037 GATEKEEPERS PROPERTY LLC	\$	77.17		
245100 GONZALEZ, MIGUEL A	\$	30.62		
245337 HENDERSONVILLE CONSIGNMENT	\$	29.44		
246421 MURILLO'S CABINETS LLC	\$	37.62		
246850 PROFESSIONAL FIREPLACE INSTALLERS	\$	156.80		
246997 RODRIQUEZ, ISMAEL	\$	59.11		
247010 ROJAS, JORGE	\$	132.02		
254693 BRANNOCK, DAVID	\$	90.20	\$	61.60
254825 BURNS, BRUCE	\$	22.55		
254954 CARRILLO, NICANOR	\$	22.67		
255300 D SAMUEL NEILL ATTORNEY	\$	405.90		
255306 DALTON GEORGIA WORLD OF CARPETS	\$	1.95		
255322 DAVID W MOATES D.D.S., P.A.	\$	320.33		
255731 FLIGHT WOOD GRILL & WINE BAR	\$	130.74	\$	89.28
255944 GLADE HOLDINGS INC.	\$	491.47		
256167 HARRISON, JUNE MARIE	\$	36.08		
256247 HENDERSONVILLE COMPUTER SYSTEMS	\$	15.08		
256497 ISLE OF SKY CHIROPRACTIC	\$	695.81		
257109 MAGNUM OPUS GRAPHICS INC	\$	7,247.61		
257715 OLMEDO, EVA	\$	19.81		
258165 RICO, ELVIA CHAVEZ	\$	183.62		
258389 SEDIK & COMPANY INC	\$	5.59		
258785 SWORDFISH AMUSEMENT LLC	\$	162.36		
258966 TURBYFILL, JERRY NATHAN	\$	25.17		
259888 LINKOUS & ASSOC LAW OFFICES	\$	1,069.21		
263399 WENDT, LEONA P	\$	6.69		
263618 TRACTOR SHED	\$	203.28		
263643 ARISTOCRAT WORKSHOP, LLC	\$	143.29	\$	97.86
264934 TRI STATE FLOORING AND SUPPLY	\$	27.97		
265567 BRENA, ESPERNAZA OLGUIN	\$	15.17		
265575 GUERRA, OSCAR ORNELAS	\$	57.73		
265580 PORTER, MARVIN	\$	7.38		
265785 RODRIGUES, MARIO	\$	8.20		
265911 GRIFFIN GROUP OF NC, INC	\$	139.19		
266470 NEILL, SAMUEL D	\$	46.87		
266479 PEREZ, EBELIO	\$	34.64		
266522 SANCHEZ, MARTIN	\$	14.88		
266543 LUNA, RIGOBERTO	\$	11.73		
267378 GOMEZ, FELIX	\$	12.63		
267394 PINEDA, VERONICA	\$	12.63		
267395 DIAZ, LILLY	\$	29.45		
267408 ENTWISTLE, THOMAS EVERETT	\$	16.15		
267448 FAMILY DOLLAR STORES OF NC #28283	\$	2.60		
270890 TRI-5 ENTERPRISE	\$	248.05		

271571 WILLOW SPRINGS ASSISTED LIVING 2 INC.	\$	1,225.52		
271640 WIGGINS, JACLYN DIANE	\$	978.23		
271663 AVANTCARE INC	\$	6,120.98		
271677 OBSIDIAN COLLECTIVE LLC	\$	24.28	\$	14.77
271776 MRS G AND ME LLC	\$	90.20	\$	61.60
271974 RUFF, DOROTHY WILLIAMS	\$	23.66		
272561 RODRIGUEZ, OLIVO	\$	14.88		
273068 CLARK, GREGORY MICHAEL	\$	5.17		
273355 KILOWATT ELECTRIC LLC	\$	80.96		
273402 ESTRADA, ZENaida	\$	39.06		
273416 ZOELLER, HEATHER KRISTINA	\$	120.74		
273440 WORKMAN, TELISHA LOREE	\$	927.60		
273450 SMITH, SANDRA R	\$	16.69		
274517 ADVANTAGE HOME CARE, INC	\$	2.67		
274525 LAQUE, MARC	\$	198.44	\$	135.52
274540 HAIRABEDIAN, DAVID ALAN	\$	6.41		
274572 MY GARDEN OF BEADIN	\$	21.57		
274707 CHEF STARR FOOD SERVICE INC	\$	193.95		
274720 BRABHAM, FELICIA MD.	\$	80.48		
275378 MONTOYA, JOSE	\$	17.42		
275758 BATTISTA, CHRISTOPHER C	\$	6.51		
276204 HERRERA, ERNESTO	\$	38.91		
276247 ZABALETA, MIGUEL ANGEL	\$	540.54		
276250 DEL ANGEL, MARIO ROBLES	\$	14.43		
280074 STARR, JOANNA	\$	106.67		
280079 FALLAS, AMBER	\$	23.72		
280117 HEWITT, MARK W	\$	13.41		
280359 HARRIMAN, JAMIE SUEANNE	\$	29.70		
280779 KP COFFEE	\$	177.39		
280794 OSHIELDS, CHRIS	\$	40.66		
281115 GE CAPITAL INFO TECH SOLUTIONS	\$	9.03		
281195 TOYNE, DANIEL	\$	19.36		
281198 VELAZQUEZ, BERTIN	\$	52.80		
281399 NHP CARILLON LLC	\$	1,165.83		
281401 TRU EXPRESS #6137	\$	40.90		
281402 BLOOMFIELD, ANDREW J	\$	6.13		
281409 CARTER, JOSHUE STEVEN	\$	28.16		
281415 PEREZ, ENRIQUE	\$	629.54		
281418 MORA, JESSICA VALVERDE	\$	51.05		
281441 RALEIGH DURHAM MEDICAL GROUP	\$	96.80	\$	61.60
281777 REPAIR RIGHT LLC	\$	52.06		
281810 DRAKE, DAVID MICHAEL	\$	32.08		
282097 OSBORNE, JIM	\$	13.64		
282101 WILKIE, ROBERT	\$	10.34		
282107 CEDARWOOD INN INC	\$	97.14		
282119 WILLIAMS, DAVID BLAKLEY	\$	87.36		
282323 STOUT, MICHAEL LAMAR	\$	17.45		
282357 LUBIAN, MARGARITO A	\$	43.08		
282666 RAMIREZ, CLAUDIA ISBETH TAMAYO	\$	64.41		
282686 MONTGOMERY, LAURA	\$	4.09		
282692 CARDENAS, JANET	\$	13.16		
283033 YUSUF, AMANDA NEAL	\$	14.96		
283047 ODIN CORP	\$	222.40		
283063 JOINT SPECIALISTS OF WNC PA	\$	26.11		
283252 GRAVES, JOYCE	\$	1.23		
283260 JACOBSEN, GEORGE	\$	4.60		
283270 MARANATHA CORPORATION	\$	11.82		
283288 RUFF, ANDY	\$	68.90		
283929 MATTHEWS, COURTNEY	\$	53.60		

283958 DAVIS ENTERPRISES	\$	56.05		
284271 CPI IMAGES LLC	\$	147.14		
284283 PEREZ, NICHOLAS GUIDE	\$	10.65		
284556 HARDEE'S RESTAURANTS LLC	\$	458.17		
284577 HAMM, DARRELL W	\$	14.38		
284604 ALAMAN, SANTIAGO	\$	17.25		
284877 WHITE, KIMBERLY	\$	19.80		
291360 PRONGER, RONALD GORDON	\$	12.30		
291979 BOYLES, FRANK JOHN	\$	39.35		
292011 MCWHORTER, RICKEY	\$	127.97		
292013 VIP INVESTMENTS INC	\$	241.45		
292018 SOUTH PAINTING LLC	\$	105.02		
292038 CFV INC	\$	1,578.21	\$	943.66
292062 LUNA, LEON	\$	19.44		
292081 JAX LLC	\$	7.09		
292086 DAVISCO, INC	\$	40.99		
292095 PARKHILL, PATRICK EARLE	\$	368.56		
292101 NEILL, SAMUEL D	\$	58.23		
292125 ADB BLYTHE, INC	\$	1,222.89		
292135 MATTRESS FIRM INC #3824	\$	1.33		
292143 LUPTON, STACEY	\$	106.09		
292151 PRINCE, JOSEPH O	\$	50.13		
292153 FLEX 4 FITNESS	\$	1,422.76		
292167 TIMEPAYMENT CORP LLC	\$	66.27		
292173 GONZALES, FELIPE PANCHERO	\$	61.25		
292189 GBS BUILDING SUPPLY INC	\$	110.90		
292194 DAVIS, SHERRIE REYNOLDS	\$	65.34		
292195 J WARD GROUP INC	\$	757.59		
292197 NEVER BLUE ART	\$	-	\$	11.44
292198 GONZALES, HUGO MANUEL	\$	47.76		
292201 JONGO JAVA LLC	\$	498.67	\$	291.03
292217 CIGARETTE DEPOT INC	\$	306.22		
292246 MCHENRY, MERRICK CHARLES	\$	5.48		
292260 STARR, HEATHER	\$	3.58		
292261 MINER, DAVID R	\$	5.23		
292273 MOORE, EMANUEL	\$	2.70		
292283 YUSUF, AMANDA NEAL	\$	8.10		
292286 SCHULTE, CORNELIUS P	\$	19.46		
292305 DAVIS HOUSE RETIREMENT HOME	\$	171.53		
292306 CRUZ, MARCO	\$	54.80		
292319 ROGEL, J JESUS NAVA	\$	8.09		
292333 TIRE COUNTRY OF HVILLE INC	\$	2,037.54		
292336 UPSTATE SMOKERS LLC	\$	511.23	\$	304.65
292354 BLACK BEAR COFFEE COMPANY ESPRESSO BAR &	\$	-	\$	39.91
292362 STMC INC MERLE NORMAN COSMETIC STUDIO	\$	82.57		
292378 MAHLE, GERALD	\$	541.46		
292393 BLACKWOOD, ROBERT ALEXANDER	\$	5.69		
292396 PAR HOLDINGS, LLC	\$	74.78		
292410 JUSTICE LAW FIRM PA	\$	34.77		
292411 DENNY, DIANNE MARYLYN	\$	125.02		
292414 SIMPSON, DAVID	\$	45.54		
292415 EXECUTIVE AUTO DETAILING	\$	422.41	\$	- \$ 107.34
292443 GARCIA, GEMA GARCIA	\$	31.68		
292457 PEREZ, ALFREDO	\$	33.96		
292460 CASE, MARTA ROBLES	\$	13.52		
292473 ZIMMERMAN, OSWALD	\$	42.24		
292480 MENDIETA, EMILIA A	\$	14.01		
292497 THOS. SHEPHERD & SON INC.	\$	987.16		
292505 CHESTER, JAMES LAMAR	\$	3.85		

292511 HUMISTON FAMILY CHIROPRACTIC	\$	25.05		
292512 SISTER & ME INC	\$	71.80		
292521 DAY, ANTHONY	\$	126.25		
292523 MARTIN, PETE	\$	200.15		
292552 MOUNTAIN HOME EXCAVATION	\$	402.78		
292557 HERITAGE HALL SCHOOL	\$	794.61		
292558 QUALITY RECYCLING EQUIPMENT INC	\$	21.42	\$	12.49
292565 LAND OF THE SKY PAINTING	\$	10.37		
292574 BERLEW, CHARLES	\$	10.29		
292578 STUTTGART MOTORWERKS, INC	\$	1,263.60		
292583 MUSIC CITY VENTURES INC	\$	54.43		
292586 STEVENS, ELIZABETH NICHOLE	\$	30.50		
292587 BISHOP, AUDREY G	\$	396.96		
292611 KILPATRICK AND SONS UPHOLSTERY	\$	185.17	\$	- \$ 50.03
292613 DANIELSON, JIMMY CHARLES	\$	110.81		
292615 PALACIOUS, GREGORIO	\$	55.27		
292622 HENDERSONVILLE MOBILE ESTS	\$	12.42		
292643 FOUR SEASONS CHRISTMAS GARDEN DECOR & MO	\$	35.42	\$	4.38
292647 DANCE ETC	\$	344.98		
292649 THOMPSON, HOMER	\$	156.20		
292659 KIBBE, BRADLEY	\$	4.55		
292664 HEEGAARD, INGRID	\$	18.62		
292681 CASTILLO, JOSE MANUEL	\$	27.30		
292725 ARITA, MARIATELA	\$	124.08		
292726 H AND R BLOCK	\$	1.95		
292742 JAMIE, NEEL	\$	307.14		
292765 DRAKE, ROBERT A	\$	2.53		
292773 DREAMSWORK PROPERTIES LLC	\$	359.57		
292786 WOODWARD & RICK PHOTOGRAPHY INC	\$	124.40	\$	75.72
292798 PARSON INSURANCE AGENCY INC	\$	126.82		
292799 WILSON FUNERAL DIRECTORS	\$	24,567.84		
292810 MACDONALD, NANCY	\$	51.06		
292839 MOUNTAIN VALUATION SERVICES LLC	\$	11.64		
292859 SMOKEY MOUNTAIN FUNDING, INC	\$	284.98		
292876 YANOVOK, JEREMY ALAN	\$	27.01		
292877 OUTAR, DAVID	\$	1.58		
292879 WRAY, MAURY DANA	\$	2.45		
292895 WILLIAM L DAY COMPANIES INC	\$	96.21		
292898 RICHEY, EVA	\$	17.24	\$	10.69
292909 BLUE BEND PHOTOGRAPHY INC	\$	2.02		
292913 LEVITT, LAWRENCE	\$	31.75		
292917 ZAPOT, MARCOL	\$	33.09		
292925 CAHUANCI, CATALINA MERINO	\$	68.82		
292928 RICHARDSON, ROBERT M JR	\$	776.96		
292929 KUCHARCHUK, MARK STEPHEN	\$	42.47		
292937 THOMAS, TERRY KEITH	\$	2.53		
292943 PORTER, MARTIN WYATT	\$	46.11		
292960 TEMPO MUSIC CENTER	\$	235.51	\$	307.95
292977 HAMM, DARRELL W	\$	47.21		
292994 MEZZULANA PIZZA COMPANY	\$	821.31	\$	1,172.06
293005 MOUNTAIN CAMPER SALES	\$	374.44		
293007 CAROLINA MOUNTAIN INTERNAL MEDICINE PA ATTN ERI	\$	4.21		
293016 RAMOS, ELIDEL	\$	53.86		
293024 EDUCATIONAL TRAVEL CONSULTANTS	\$	2.16		
293040 SITTON, THOMAS L	\$	67.28		
293042 PICARIELLO, ANTHONY	\$	12.40		
293064 MESA WOODWORKING	\$	1.26		
293077 ALARCON, HECTOR	\$	3,379.60		
293092 RONNINGEN DESIGN LLC	\$	-	\$	4.35

293108 BAILES, JAMES PARKERSON III	\$	22.64		
293111 GLAWSON, GAILYA TALBERT	\$	9.80		
293525 BALSAM WEST FIBERNET LLC	\$	69.05		
296026 EVERGREEN MEDICAL SERVICE	\$	411.77	\$	- \$ 107.42
296061 SKYLINE LOGISTICS LLC	\$	91.13		
296071 KUEBLER, DAVID	\$	595.49	\$	152.21
296081 ALIXA RX #500235	\$	3.87		
296083 RICKER, WILLIAM DOUGLAS	\$	1.99		
296115 CANTRELL, STANLEY EDWARD	\$	56.64		
296121 BLACK ROSE PUBLIC HOUSE	\$	1,123.67	\$	1,456.93
296122 ROSENGARTEN, WALTER	\$	23.31		
296124 CLARK, ERIC M	\$	69.18		
296132 JARVIS, JACOB DANIEL	\$	29.76		
296136 BARNWELL, SHERRY L/FKA SHERRY L GOODE	\$	6.43		
296226 CRUZ, TALIA CRISTINA	\$	32.74		
296228 ANDERS, TERRY BRIAN	\$	21.31		
296230 CAROLINA SEAFOOD INC -TN	\$	445.03		
296231 FRANK, MICHAEL FREDERICK	\$	2.88		
296234 LINHART REALTY DBA REMAX RESULTS	\$	65.94	\$	37.68
296239 KEIL, JASON EDWARD	\$	5.00		
296250 CALLOWAY & ASSOCIATES LAW FIRM, PC	\$	2,117.88	\$	1,264.99
296393 SCHULZE, LEATHA	\$	1,063.88		
296396 PERFECT DELIVERY INC.	\$	-	\$	14.70
296400 WADDELL, KENRIC A	\$	86.68		
296410 CARDINAL CARE INC	\$	6,019.82		
296413 GOLDEN NAIL SPA INC	\$	942.68		
296536 MAYBIN, LISA D	\$	35.33		
296537 SMITH, SCOTT JEFFREY	\$	44.82		
296550 ESCALANTE, HUGO ORLANDO	\$	73.88		
296559 STRETCH ZONE WNC LLC	\$	125.18	\$	74.57
296560 BURNS, MICHAEL JACOBY	\$	13.37		
296567 GONZALEZ, GEORGE	\$	109.34		
296614 SWEET GYPSY COFFEE INC	\$	675.94		
296620 LEON, JOSE GUADALUPE PEREZ	\$	153.67		
296624 BOWDREN, MAUREEN	\$	33.42		
296628 ETNIRE, JOHN ANDY	\$	2.53		
296630 WILLIAMS SCOTSMAN INC.	\$	187.58		
296632 GUERRERO, MARTIN	\$	19.64		
296637 LEMMENS, FREDERIC PHILIPPE	\$	65.20		
296688 BETANCOURT, RICARDO	\$	40.75		
296700 GATEHOUSE MEDIA	\$	24.77		
296701 BARRY ENTERPRISES INC.	\$	14.10		
296702 A DOGS DAY OUT INC	\$	73.72		
296704 SHAMBURGER ARCHITECTURAL GROUP PLLC	\$	1.69		
296713 LAUB, JAMES R JR SOLE MBR	\$	248.09		
296719 COMPASS GROUP USA INC.	\$	62.05		
296723 SOUTHEAST JACK INC	\$	378.82		
296877 SOUTHERN ATHLETICS	\$	72.09		
296880 CALDERON, CARMEN ALUNOZ	\$	184.83		
296896 DUCKWORTH, ANITA GASSNER	\$	119.33		
296898 PHIL CLARK CABINETS INC	\$	95.46		
296908 SIGNATURE SIGNS & GRAPHICS, INC.	\$	900.22		
296909 VERGARA, FORTINA GUADARRAMA	\$	657.22		
296927 OWEN, JAMES MICHAEL	\$	5.23		
296960 CONOPCO INC	\$	8.83		
296964 MARTINEZ, JOSE	\$	57.60		
296973 SANCHEZ, ANDRE TELLEZ	\$	221.96		
296977 ELITE REPEAT BOUTIQUE INC	\$	55.79		
296982 PORTILLO, MARCIELA	\$	195.99		

296984 GONZALEZ, MIGUEL ANGEL	\$	71.85	
296990 NEFFGEN FAMILY STORES LLC	\$	71.49	
297140 WEIMERS, MIKE	\$	377.07	
297144 MILHOLEN, JAMES EDWARD	\$	27.89	
297145 WRAY, MAURY	\$	18.53	
297159 BRAM, MATT	\$	9.71	\$ 2.38
297162 HOUCK, KENNETH L	\$	2.53	
297163 WILSON, LARRY	\$	164.01	
297182 BRITTAIN, FRED A	\$	62.40	
297190 VAZQUEZ, MANUAL	\$	129.65	
297306 NEW DEAL PAWN	\$	21.73	
297311 SEEBO, LOUIS HORPELL III	\$	94.04	
297312 GROOMINGDALES PET SALON	\$	470.97	
297313 HOLBERTS HEATING & AIR COND.	\$	3,051.44	
297325 SHEAR MAGNOLIAS SALON	\$	1,276.15	
297330 V ANTIVEROS CONSTRUCTION LLC	\$	34.12	
297460 STAFFORD, CONRAD SCOTT	\$	3.36	
297479 SMITH, MATHEW	\$	24.99	
297481 SABAS, PEREZ SANTIAGO	\$	17.62	
297484 CANDY CAKES BATH BAKERY	\$	12.24	
297498 HARRIMAN, JAMIE SUEANNE	\$	9.50	
297610 WILLIAMS, KIMBERLY R	\$	46.35	
297621 VAZQUEZ, GILBERTO	\$	21.25	
297703 TINSLEY, GREGORY SCOTT	\$	49.64	
297707 ANGLIN, ERIC DEAN	\$	5.18	
297721 WHITMIRE, HANK CHARLES	\$	10.76	
297827 LIGHTNING MEDIA INC	\$	33.89	
297843 CARRASCO, MICHELLE	\$	116.74	
297868 JAMES, CELESTE TURVIN	\$	25.01	
297871 HVILLE DEPARTMENTS 991/994/957	\$	3,070.62	\$ 1,829.31
297970 LEITNER COMPANY	\$	436.41	
297971 MOXIE SALON & SPA	\$	90.60	\$ 52.81
297983 STAAB, JOSEPH HENRY	\$	47.04	
297984 ISRAEL, THOMAS MICHAEL	\$	105.85	
298011 ADAMS, ROBERT WHITING JR	\$	9.83	
298019 PATTERSON, ROBIN	\$	23.28	
298087 DIRZO, CRISTINA	\$	25.30	
298307 J E F ENTERPRISES LLC	\$	19.98	
298321 BABER, LARRY GENE	\$	81.93	
298322 ESTRADA, BRENDA	\$	9.40	
298327 ORDONEZ, JOSE LUIS CERA	\$	106.33	
298328 FISH AND PETS	\$	38.50	
298330 ESHEVERRIA, MARIO	\$	13.66	
298335 GILLIAM, GARY SHAWN	\$	13.26	
298339 KENDALL, MARK	\$	31.02	
298473 MCCALL, STUART ADAM	\$	2.51	
298475 SUMMEY, REGINALD MICHAEL	\$	192.68	
298492 MCCARRICK, GINA	\$	242.04	
298494 J IANNUCCI & SONS INC	\$	3.52	
298499 PABST, JAMES ALEXANDER	\$	11.23	
298501 SAAVEDRA, LUIS ALBERTO	\$	50.60	
298504 CAMPOS, JOSE	\$	45.39	
298507 AKS FITNESS INC.	\$	14.41	
298515 J MILLER INC	\$	7.56	
298523 BLANCHARD, RONALD G	\$	85.38	
298530 GARCIA, EMELIA	\$	47.17	
298616 GENERAL WIRELESS OPERATIONS INC	\$	235.55	
298636 RANDOLFPH C ROMEO-ATTORNEY	\$	633.11	
298646 BLUE RIDGE EYE CARE	\$	3.69	

298651 HADDAD, EDWARD	\$	14.48	
298708 GLISSON, JERALD W	\$	2.53	
298728 SONVICK INC	\$	3,636.55	
298730 PRICE, ROBERT BRIAN	\$	15.87	
298736 ZENITH PRODUCTS CORPORATION	\$	12.55	
300115 MITTEN VAPORS	\$	85.05	
300168 SUMO'S JAPANESE STEAKHOUSE	\$	24.10	
300254 SOUTHEAST CLIMATE CARE	\$	407.32	
300619 BLUE RIDGE RETIREMENT	\$	2,433.11	
301381 ASAP PROMOTIONALS	\$	1.03	
302400 GARRITT, PAUL ELTON	\$	58.16	
302403 PEREZ CANSECO, MAURO GUSTAVO	\$	10.36	
302404 LANNING, KAMIYO	\$	9.31	
302414 EXECUTIVE HOLDINGS INTERNATIONAL LLC	\$	98.04	
302432 JACK BRYSON	\$	95.73	
302476 BREVARD, WILLIAM ZACHARY	\$	27.81	
302477 LATRELLA, PETE	\$	8.27	
302479 OWENBY, MARY	\$	78.69	
302500 A SOUTHERN CUP FINE TEAS	\$	423.28	
302509 MORENO, SUGEY	\$	15.09	
302512 WOODRING, STEVEN DOUGLAS	\$	22.53	
302518 SLACHCIAK, GEORGINA M	\$	10.76	
302521 PF HENDERSONVILLE	\$	2.96	
302536 RAY, MARK	\$	375.85	\$ 218.83
302542 COOL BEANS COFFEE	\$	563.28	
302548 BROWN, NAPOLEON EUGENE	\$	21.20	
302562 AMERI QUIPT OF N C INC	\$	39.57	
302580 DAVIS, BRYAN RICHARD	\$	6.62	
302602 CRUZ, VENANCIO ELISEO	\$	30.94	
302619 INOGEN	\$	8.54	
302622 WHITE, L	\$	17.52	
302674 CHAPEL-HORST, SUKA JD	\$	20.09	
302675 COX, ELBERT EUGENE JR	\$	14.69	
302678 BRAZIL, J C JR	\$	271.43	
302682 CORRAL, MIRIAM	\$	33.96	
302683 GARLAND, TOM	\$	18.61	
302685 HOWLAND, WILLOWDEAN	\$	42.39	
302686 WESTLAND GROUP INC.	\$	5,650.66	
303142 SUPERIOR COMFORT SYSTEMS	\$	1,439.30	
303181 MOUNTAIN APPLIANCES	\$	433.76	
303506 PACO'S CUSTOM TILE & STONE, INC.	\$	1,171.15	
304176 TONY'S AUTO REPAIR	\$	2,234.79	
305219 THE POE HOUSE	\$	537.21	
305423 SHEFITNESS	\$	76.00	
306435 MERRILL, DALE CAROL	\$	2.23	
306436 LUGO, CHRISTIAN ULSES-FUENTES	\$	5.80	
306438 RODRIGUEZ, ERIC	\$	12.73	
306444 JACKSON, RANDOLPH LAWRENCE	\$	3.29	
306445 BLYTHE, AARON DAVID	\$	2.38	
306447 HARRIS, STEVEN JOE	\$	3.22	
306448 HUNTLEY, DAVID CHARLES	\$	9.83	
306451 PEREZ, DOMINGO	\$	1,322.70	
306454 LUX SALON, LLC	\$	88.55	\$ 26.41
306460 MOVEMENT MORTGAGE, LLC	\$	9.93	
306467 THE DUGOUT SPORTS BAR & GRILL	\$	2,556.64	\$ 1,515.07
306479 CORE, JIMMY R	\$	5.39	
306482 ISLAS, ALEJANDRO	\$	24.50	
306496 MORGAN, STEPHANIE KYLE	\$	1.50	
306497 MANTZ, HENRY	\$	8.60	

306498 MCMANUS, JACQUELINE WHELCHER	\$	1.06		
306500 CARR, SABINA H	\$	9.32		
306522 DETOURS	\$	823.90	\$	487.95
306538 PRATT, SHARON SCHULTZ	\$	18.33		
306539 MORROW, RYAN CRAIG	\$	128.28		
306545 WILLOUGHBY, PETER ALAN	\$	5.81		
306547 TURNER, JAMES SETH	\$	18.87		
306553 VAPE ON	\$	117.25		
306580 MARWIN, ANGELA HILDEGARD	\$	159.62		
306585 JARRELL, CHARLIE C	\$	18.76		
306597 UNIVERSAL HOSPITAL SERVICES INC	\$	3.32		
306602 FLAT ROCK CIDER WORKS LLC	\$	847.53	\$	484.30
306607 ORR, EVELYN DIANE	\$	58.75		
306612 RELEVÉ PERFORMING ARTS CENTER, LLC	\$	24.14		
306635 MEZA, ERNESTO ZAMUDIO	\$	2.70		
306646 HOLCOMB, ANTHONY	\$	43.12		
306648 OWEN, RONNIE DALE JR	\$	25.61		
306670 KING, DICKIE H	\$	90.81		
306674 RHA HEALTH SERVICES	\$	178.22		
306675 DADDY D'S SUBER SOULFOOD	\$	150.56		\$ 43.29
306693 DUFFY, MICHAEL PATRICK	\$	3.58		
306695 COXWELL, JAMES EDWARD JR	\$	7.17		
306697 TAYLOR, JAMES DAVID JR	\$	50.02		
306705 MORROW, DAKOTA LANE	\$	5.13		
306706 SMITH, CHRISTOPHER LEE	\$	1.80		
306723 PARLOUR 232	\$	426.38		
306726 HEART OF GOLD BODY ARTS, LLC	\$	22.49		
306731 ALLIANCE CORP INC	\$	359.78		
306787 ROOT PERFORMANCE FITNESS	\$	157.59		
306810 SOHO NAIL SPA	\$	656.29		
307568 NORTHSTATE BUILDING CORP	\$	2.15		
307571 RED MOUNTAIN LANDSCAPES	\$	97.15		
307592 DUNCAN, BILLY DALE	\$	35.98		
307702 RADCLIFFE, RICHARD	\$	32.34		
307744 DROP AND PLAY, LLC	\$	109.69		
307745 THE BREWERY EXPERIENCE	\$	3.31		
307748 CHILDREN'S WORLD CENTER, INC.	\$	236.82		
307762 GATEWAY OCCUPATIONAL THERAPY, PLLC	\$	72.65		
307769 STEPS TO HOPE ACADEMY, LLC	\$	1,184.48		
307789 MATTRESS MAN	\$	1,196.55		
307804 THE BAKER'S BOX	\$	155.89		
307813 COLLINS AUTO SALES & DETAIL	\$	358.15		
TOTAL	\$	164,490.38	\$	12,353.11 \$ 348.10

Resolution #R-25-

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH ECUSTA RAILS2TRAIL, LLC/HENDERSON COUNTY AND LRH PROPERTIES, LLC, FOR A SEWER EXTENSION ALONG DANIEL DRIVE

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

WHEREAS, due to impacts from the US-64 widening, LRH Properties, LLC has proposed to extend public sewer to property within the corporate limits of Laurel Park; and

WHEREAS, LRH Properties, LLC proposes to extend public sewer, which upon completion and acceptance, will be provided to the City to own, operate, and maintain; and

WHEREAS, the proposed sewer extension will run along Daniel Drive and requires the sewer main to cross the Ecusta Trail right-of-way; and

WHEREAS, Ecusta Rails2Trail, LLC and Henderson County, as owners of the Ecusta Trail right-of-way, requires the developer and eventual owner of encroaching utilities to enter into a license agreement governing the terms of said encroachment.

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

1. The Henderson County Ecusta Trail License Agreement for Wire, Pipe and Cable Transverse Crossings and Longitudinal Occupations associated with the public sewer extension proposed by LRH Properties, LLC is approved as presented.
2. The City Manager is authorized to take all actions necessary to execute the Agreement.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of November, 2025.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Henderson County Ecusta Trail

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT made and entered into 08/25/2025, between **ECUSTA RAILS2TRAIL, LLC AND COUNTY OF HENDERSON**, which has a mailing address at **1 HISTORIC COURTHOUSE SQUARE, HENDERSONVILLE, NC 28792** party of the first part (hereinafter called “Greenway”),

and

LRH Properties, LLC,
party of the second part (the “Licensee” during construction of the utility prior to acceptance by the third party)

and

City of Hendersonville,
party of the third part (the “Licensee” after construction and acceptance of the encroachment).

WITNESSETH, that said Greenway (which when used herein shall include any licensor, lessor, successor or assignee) insofar as it has the legal right to do so, without warranty and subject to all encumbrances, covenants and easements to which the Greenway’s title may be subject, and in consideration of the covenants and conditions hereinafter stated on the part of Licensee to be kept and performed, hereby permits, as a temporary license, to construct, maintain, repair, alter, renew, relocate and ultimately remove:

Licensee has submitted to Greenway an Application related to the proposed installation and construction of

Sewer line Extension
[Description of facilities] (herein called the “Facilities”) located in, over or under, across, along and upon the right-of-way or property of Greenway at or near:

LOCATION (LAT/LONG or NC Grid or direction and distance from closest road / trail intersection):

SR 1186 (Daniel Drive near US 64)

the same to be located in accordance with and limited to the installation shown on the diagram set forth in **EXHIBIT A** attached hereto and made part hereof (such right-of-way or property of Greenway).

Greenway hereby grants to Licensee, insofar as Greenway has the right to do so, in accordance with engineering plans, submitted by Licensee to and approved by the Greenway’s Engineer or his or her authorized representative, incorporated herein by reference, all and any part thereof being hereinafter referred to as the “**FACILITIES**”; said license, however, shall be under and subject to the following terms, covenants and conditions as hereinafter recited, which are hereby accepted and agreed to, by Licensee, to wit:

1. (a) Licensee shall, at its expense, construct and maintain in exact accordance with said construction plans and for the purpose as outlined in Page 1. No departure shall be made at any time there from except upon prior written permission granted by the Greenway’s Engineer or his or her authorized representative, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the installation or occupancy herein provided is situated,

and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said Facilities shall be done under such general conditions as will be satisfactory to and approved by the Greenway's Engineer of his or her authorized representative, and as will not interfere with the operations of the Greenway, endanger persons or property of Greenway, and enjoyment of the property of Greenway. With respect to each Operations project that require access to the Premises, Greenway shall, at Greenway's option furnish, at the sole expense of Licensee, furnish any necessary inspectors or traffic control to see that personnel, equipment and materials are kept a safe distance away from the Greenway, to support Greenway's corridor and to protect Greenway's traffic.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time, at Greenway's option, should deem inspectors, observers, monitors, or traffic control desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said Facilities, of Licensee, Greenway shall have the right to place such inspectors, observers, monitors, or traffic control at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse Greenway upon demand. The furnishing or failure to furnish inspectors, or traffic control by Greenway, however, shall not release Licensee from any and all other liabilities assumed by Licensee under the terms of this Agreement. Licensee shall enter the Premises in any given instance only pursuant to an approved Application. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Greenway Engineer or their authorized representative for the scheduling of protection services. Within seventy-two (72) hours after the Engineer's actual receipt of such notification, the Engineer shall review the necessity and availability of traffic control or other protection services for the proposed work and advise Licensee of such matters and the estimated cost of protection services. No work shall be permitted on or about the Premises without the presence of Greenway's protection services or the Engineer's waiver of the requirement for protection services. Entry on or about the Premises or any other Greenway's right-of-way without the Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Greenway, within thirty (30) days after delivery of an invoice, for the cost of protection services provided by or on the behalf of Greenway.

2. The Premises shall be used by Licensee only for the Operations of the Facilities and for no other purposes. Licensee accepts the Premises in their current "as is" condition, as suited for Operations, and without the benefit of any improvements to be constructed by Greenway. If Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned Facilities, it shall submit an application with plans conforming to Greenway's then-current standards and procedures and obtain the written approval of the Greenway's Engineer or his or her authorized representative thereto before any work or alteration of the facility is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto.
3. (a) Licensee shall at all times be obligated to promptly maintain, repair, reinforce and renew said Facilities; and shall, upon notice from Greenway requiring it so to do, promptly make such repairs and renewals thereto as may be required by Greenway; or Greenway, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals there to and furnish such material therefore as it deems adequate and necessary all at the sole cost and expense of Licensee.
- (b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event, Licensee fails so to do, Greenway will perform said necessary repairs at the sole cost and expense of Licensee.

4. (a) The supervision over the location of the construction work and inspection of the Facilities and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid Facilities covered by this Agreement shall be within the jurisdictional rights of Greenway.

 (b) The right of supervision over the location of the construction work and inspection of the Facilities from time to time thereafter by Greenway, shall extend for an appropriate distance on each side of the property of Greenway as the method of construction and materials used may have an important bearing upon the strength and stability of the Facilities over, under, upon or in the property of Greenway.
5. Licensee shall comply with all Federal, State and Local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Greenway.
6. (a) It is understood between the parties hereto that the operations of Greenway at or near the Facilities involve some risk, and Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the Facilities (and contents thereof) of Licensee that are over, under, upon or in the property and facilities of Greenway including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of Greenway or otherwise.

 (b) And Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless Greenway from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Greenway may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said Facilities in, on, about or from the premises of Greenway whether such losses and damages be suffered or sustained by Greenway directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including Licensee, its employees and agents who may seek to hold Greenway liable therefore, and whether attributable to the fault, failure or negligence of Greenway or otherwise, except when proved by Licensee to be due directly to the sole negligence of Greenway. **IRRESPECTIVE OF THE ABOVE AND REGARDLESS OF THE FAULT OF GREENWAY, UNDER NO CIRCUMSTANCES SHALL GREENWAY HAVE ANY LIABILITY TO THE OTHER PARTY, THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OR THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT LOSS OR DAMAGES, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS HOWSOEVER CAUSED ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, RELOCATION OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF GREENWAY DESCRIBED HEREIN AND LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS GREENWAY FROM THE SAME.**

 (c) If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.
7. All cost and expenses in connection with the operation, construction, maintenance, repair, alteration, renewal, relocation and removal of said Facilities shall be borne by Licensee, and in the event of work being performed or material furnished by Greenway under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to Greenway the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Greenway for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public

liability insurance and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of Greenway on the said Facilities. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Greenway.

8. Licensee shall, at its sole cost and expense, upon thirty (30) days prior written notice from Greenway, promptly change the location of said Facilities covered by this Agreement, where located over, under, upon and along, or in the property and facilities of Greenway, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of Greenway upon land now or hereafter owned or used by Greenway to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then said Licensee shall make such adjustments or relocations in its Facilities as are over, under, upon and along or in the property and facilities of Greenway as may be required by said Greenway or its grantee; and if Licensee shall fail or refuse to comply therewith, then the duly authorized agents of Greenway may make such repairs or adjustments or changes in location and provide necessary material therefore.
9. Upon termination of this Agreement or upon the removal or abandonment of the Facilities covered hereby, all the rights, title and interest of Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and Licensee shall remove its said Facilities and appurtenances from Greenway property, and right of way and all property of Greenway shall be restored in good condition and to the satisfaction of Greenway. If Licensee fails or refuses to remove its Facilities and appurtenances under the foregoing conditions, Greenway shall be privileged to do so at the cost and expense of Licensee, and Greenway shall not be liable in any manner to Licensee for said removal.
10. In the event the Facilities consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or pavement, facilities and appurtenances of Greenway arising from or as a result of the installation of the said Facilities for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Greenway on demand the full cost and expense, therefore.
11. If the Facilities cause degradation of Greenway's signal, communications and other electronic systems or endanger Greenway's personnel or other individuals entitled to be on or about the Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense shall immediately remedy any inductive interference to the satisfaction of Greenway growing out of or resulting from the presence of its Facilities; and if Licensee should fail so to do, then Greenway may take any/all corrective measures deemed necessary. The provisions of this Section 12 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Greenway may install in the future.
12. If Licensee fails to take any corrective measures requested by Greenway in a timely manner, or if an emergency situation is presented which, in Greenway's sole judgement, requires immediate repairs to the Facilities, Greenway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.
13. (a) The rights conferred hereby shall be the privilege of Licensee only, and no assignment, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, or involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right of privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Greenway, which consent may be withheld by Greenway in its sole discretion. Any such assignment or

other transfer made without Greenway's prior written consent shall be null and void and, at Greenway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Greenway, Licensee, or a wholly owned subsidiary of Licensee's part without Greenway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Greenway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Greenway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Greenway for the performance of the obligations of "Greenway" hereunder.

14. This Agreement shall take effect after signed by both parties. This Agreement will automatically renew for one (1) year terms thereafter if neither party submits in writing the desire to terminate.

15. (a) This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this Agreement and the permission and privileges hereby granted shall absolutely cease and terminate.

(b) The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Greenway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Greenway for Greenway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Greenway elects to remove the Facilities, Greenway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

(c) If licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operation of the Facilities for one (1) year. Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee.

16. Environmental Compliance

16.1 Licensee represents that it has conducted a complete inspection of the Facilities and except as noted herein, finds the Facilities to be reasonably free from pollution-induced conditions.

16.2 Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances, or other requirements of federal, state and local governmental authorities relating to (a) any operations, including notification and reporting of any releases, and (b) any contamination of any property, water, air, or groundwater arising or resulting, in whole or in part, from Licensee's operations or use the Premises pursuant to this Agreement. Licensee agrees to indemnify and hold harmless Greenway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Greenway or claimed by any

person, company or governmental entity relating to (a) any contamination of any property, water, air or ground water due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises, or (c) any violation of Licensee's obligations.

- 16.3 Without limiting any other provisions of this Agreement, Licensee, at its expense, will at all times maintain and keep the Facilities and all improvements and property now or hereafter erected or placed thereon, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and Licensee agrees to indemnify, hold harmless and defend Greenway from and against any and all fines, penalties, demands, suits, actions, proceedings, fines, claims, losses (including attorneys' fees) or the cleanup, response, removal or remediation of any environmental condition arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused solely by the fault of the Greenway.
- 16.4 Without limiting any other provision of this Agreement, Greenway shall have the right to enter and inspect the Facilities in order to determine whether Licensee is complying with such laws, rules, and regulations, but no such inspection or absence of inspection by Greenway shall be construed to relieve Licensee of its obligations to comply with all such laws, rules and regulations.
- 16.5 In the event any cleanup, response, removal or remediation of any environmental condition is required by a governmental entity (hereinafter collectively referred to as "Response Action"), Licensee shall not be entitled to any damages, actual or consequential, by reason of the Response Action's interference with Licensee's use of the Facilities. Licensee shall not be entitled to abatement in the rent for any interference with Licensee's use of the Facilities due to a Response Action. Licensee shall permit Greenway and its contractor's full, unrestricted and unconditional access to the Facilities for the purpose of completing or engaging in a Response Action for which Licensee is responsible should Licensee fail to diligently pursue and complete such Response Action to the satisfaction of Greenway. Greenway's completion of any Licensee's obligations hereunder shall not be deemed a waiver of Licensee's obligations under this Agreement. Greenway shall have the right, but not the obligation, to conduct reasonable inspections of Licensee's Response Action and Licensee shall provide Greenway all information requested by Greenway regarding Licensee's Response Action or any environmental condition for which Licensee is responsible.
17. This agreement contains the entire agreement of Greenway and Licensee and supersedes any prior understanding or agreement between Greenway and Licensee respecting the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.
18. Licensee shall, at its sole cost and expense, perform all of County's obligations pertaining to use and maintenance of the Real Property as provided in the Railbanking Agreement. The licensee shall not violate the terms of the Railbanking Agreement or the National Trails System Act.
19. Licensee shall, at its sole cost and expense, submit an acceptable certificate of insurance to the Office of the County Engineer prior to any work being performed in the greenway right-of-way.
20. No Hazardous materials as defined by OSHA shall be stored or used within the right-of-way, or used in a way that they or their residue will come into the right-of-way.

21. (a) Safety of personnel, property, trail operations and the public are of paramount importance in the prosecution of any work on Greenway's property performed by Licensee or its contractor and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining, and supervising all safety operation and programs in connection with any work on Licensee's Facilities.

(b) Licensee shall keep the job site on Greenway property free from safety and health hazards and ensure that their employees are competent and adequately trained in safety and health aspects of the work.

(c) Licensee represents and warrants that all parts of the Licensee's Facilities within and outside of the limits of Greenway property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the greenway, property, and facilities of Greenway, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.
20. Notwithstanding any other provision contained herein, in no circumstance shall the Licensee be allowed to take or permit any action which would cause this property to be out of compliance with the requirements of the railbanking provisions of the National Trails System Act (P.L 90-543 as it exists and may be amended).
21. Any Notice required or permitted to be served under the terms of this License shall be sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:

To Greenway: County of Henderson
Attention: County Engineer
1 Historic Courthouse Square
Hendersonville, NC 28792

To Second Party: LRH Properties, LLC _____
PO Box 1112 _____
Fletcher, NC 28732 _____
Attn: Marti Rimbault _____

To Third Party: City of Hendersonville _____
305 Williams St. _____
Hendersonville, NC 28792 _____
Attn: Brendan Shanahan _____

or at such other addresses as the respective parties may from time to time give notice of.

22. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement may be validly executed and delivered by telephonic facsimile transmission, e-mail transmission, or other electronic means including, without limitation, through the use of DocuSign or similar service, and the signatures on such electronic copies, whether generated electronically or manually, shall be deemed to be original signatures.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article "16" of this Agreement.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

**ECUSTA RAIL2TRAIL, INC. AND COUNTY OF
HENDERSON**
(as Greenway) *Witness as to Greenway:*

By: _____
Name: Marcus A. Jones, PE
Title: County Engineer

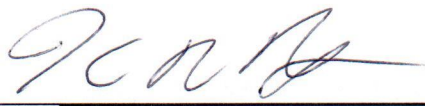
By: _____
Name: _____

APPLICANT
(as Licensee, second party)

Witness as to Applicant, second party:

By: 
Name: Marti Rimbault

Title: Member/Manager/Trustee, LRH Properties,
LLC

By: 

Name: Kevin R Rimbault

Witness as to Applicant, third party:

APPLICANT
(as Licensee, second party)

By: _____
Name: _____

Title: _____

By: _____
Name: _____

EXHIBIT A

(applicant's detail plans and location of proposed encroachment)



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

J. R. "JOEY" HOPKINS
SECRETARY

May 29, 2025

Encroachment No.: E141-45-25-00293
Location: US-64BUS; SR-1186 (Daniel Dr.)
County: Henderson
Assistant Division 14 Utility Engineer: Robert E. Dyer

LRH Properties
PO Box 1112
Fletcher, NC 28792

&

City Of Hendersonville
305 Williams St.
Hendersonville, NC 28792

Mr. Setzer,

Attached for your files is a copy of a contract which has been properly executed for the encroachment on NCDOT right-of-way designated as US-64 and SR-1186 (Daniel Dr.), to allow installation of approximately 29 lf of 16" encasement pipe, 336 lf of 8" SDR 35 PVC Sanitary Sewer (4) 4' diameter manholes, and (2) Sanitary Sewer Clean-outs within right of way as shown on the attached drawings.

- Please keep in mind this Sewer installation is within DOT project U-5783. Facility installation crews will maintain communication and coordinate this installation with the NCDOT resident engineer or acting resident engineer Patrick Eubanks at (828)553-5800.

Approval is given subject to the use of proper lights, signs, flagmen and other warning devices for the protection of traffic in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. Work will be stopped for noncompliance.

NOTE: All state roads and paved driveways must be bored at 90 degrees. All Handholes and Bore Pits must be a minimum of 5 feet from edge of pavement. All construction shall be in accordance with the attached Standard Special Provisions for Division 14 Encroachments and Driveways.

Please contact our office at least three days prior to beginning work so we can arrange for an initial inspection of the job and again upon completion. You may speak directly me during business hours at (828) 200-9401. You may also respond by leaving an e-mail at redyer@ncdot.gov.

Sincerely,

Robert Dyer

EC84603B4DF044E
Robert E. Dyer

for
Assistant Division 14 Utility Engineer
Wesley Grindstaff, PE
Division Engineer

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 14
253 WEBSTER RD
SYLVA, NC 28779

Telephone: 828.331.5200
Fax: 828.331.5201
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
253 WEBSTER RD
SYLVA, NC 28879

ROUTE SR-1186 PROJECT Daniel Dr Sewer Ext COUNTY OF STATE OF NORTH CAROLINA
Henderson

Section 5, Item H.

DEPARTMENT OF TRANSPORTATION

THREE PARTY RIGHT OF WAY
 ENCROACHMENT AGREEMENT ON
 PRIMARY AND SECONDARY SYSTEM

-AND-

LRH Properties

PO Box 1112, Fletcher, NC 28732

-AND-

City of Hendersonville

305 Williams Street, Hendersonville, NC 28792

THIS AGREEMENT, made and entered into this the 29th day of May, 20 25, by and between the Department
 of Transportation, party of the first part; and LRH Properties

party of the second part; and City of Hendersonville

party of the third part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as
 Route(s) SR-1186, located near the intersection of SR-1186 and US 64

with the construction and/or erection of: the Daniel Drive Sewer Extension; approximately 336 LF of 8-inch PVC gravity sewer

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of
 the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the
 right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right
 and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are
 made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of
 the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the
 date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities
 Manager of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper
 condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance
 thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures
 necessary due to installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall
 require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors
 and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the
 first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights,
 flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices
for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained
 from the Division Engineer of the party of the first.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and
 claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the
 Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during
 construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water
 impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations
 of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances
 and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any
 installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to
 remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the
 first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the
 Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this
 agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless
 evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part
 agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed.
 Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will
 not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves
 the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the
 first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not
 begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the
 second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

R/W (166) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (166) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION
BY: Robert Dyer
ASSISTANT DIVISION UTILITY ENGINEER
FC84603B4DF044F...

WITNESS:
[Signature]
KEVIN R. RIMBAULT
mbr/mgr/trustee
LRH Properties, LLC

LRH Properties
PO Box 1112, Fletcher, NC 28732
Marti W Rimbault
MARTI W RIMBAULT mbr/mgr./trustee
Second Party

WITNESS:
City of Hendersonville
305 Williams St, Hendersonville, NC 28792
Adela Gutierrez Ramirez
Civil Engineer

City of Hendersonville
305 Williams Street, Hendersonville, NC 28792
Brendan Shanahan
City Engineer
Third Party

20250214-Encr-24125

Final Audit Report

2025-04-25

Created:	2025-04-25
By:	brendan shanahan (bshanahan@hvlnc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxOtN3vCu633T_QxZApsLdqap_r6bssvv

"20250214-Encr-24125" History

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-  Document e-signed by brendan shanahan (bshanahan@hvlnc.gov)
Signature Date: 2025-04-25 - 7:51:03 PM GMT - Time Source: server
-  Document emailed to Adela Gutierrez Ramirez (agutierrez@hvlnc.gov) for signature
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-  Agreement completed.
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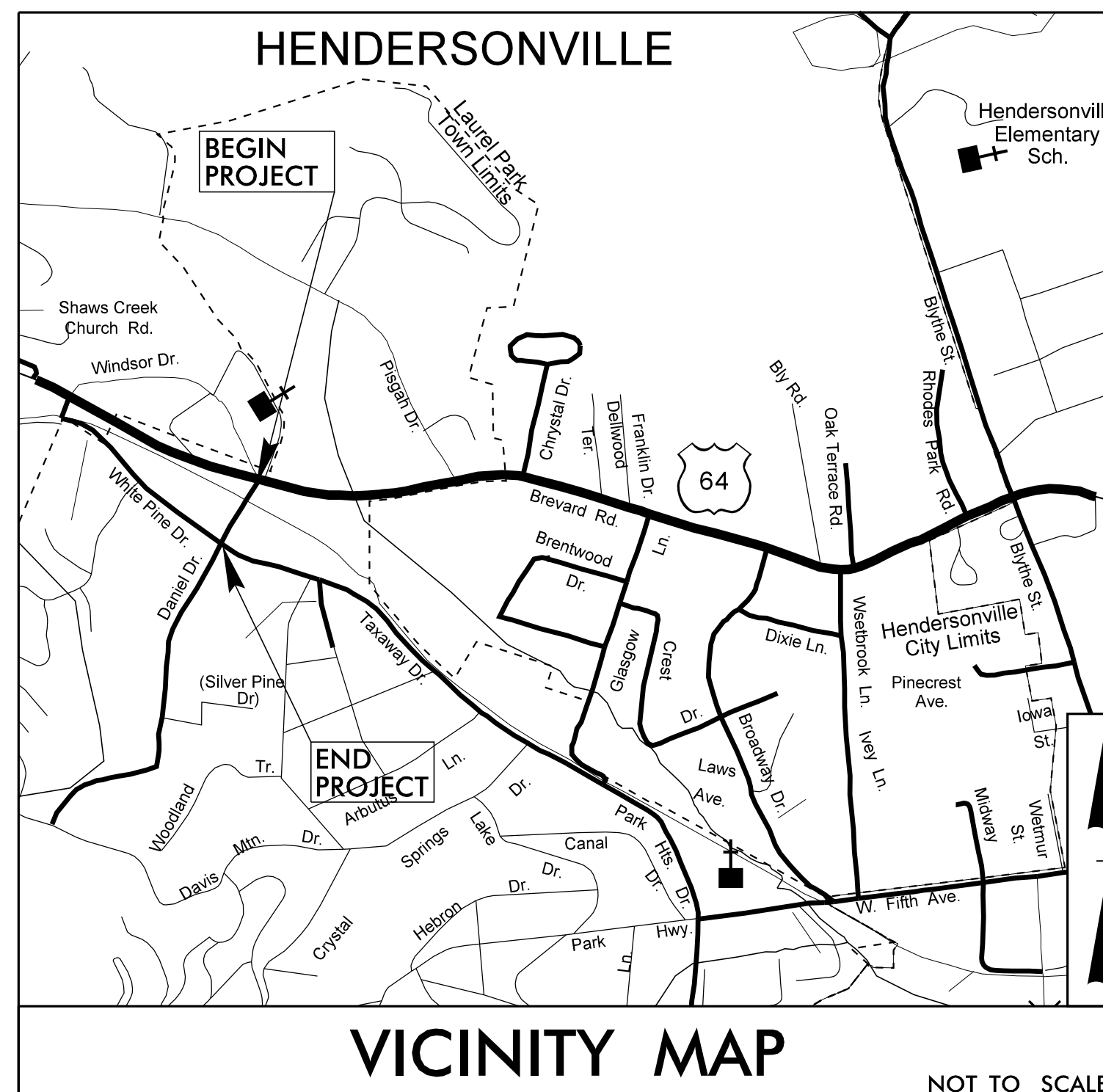
T.I.P. NO.

2401475

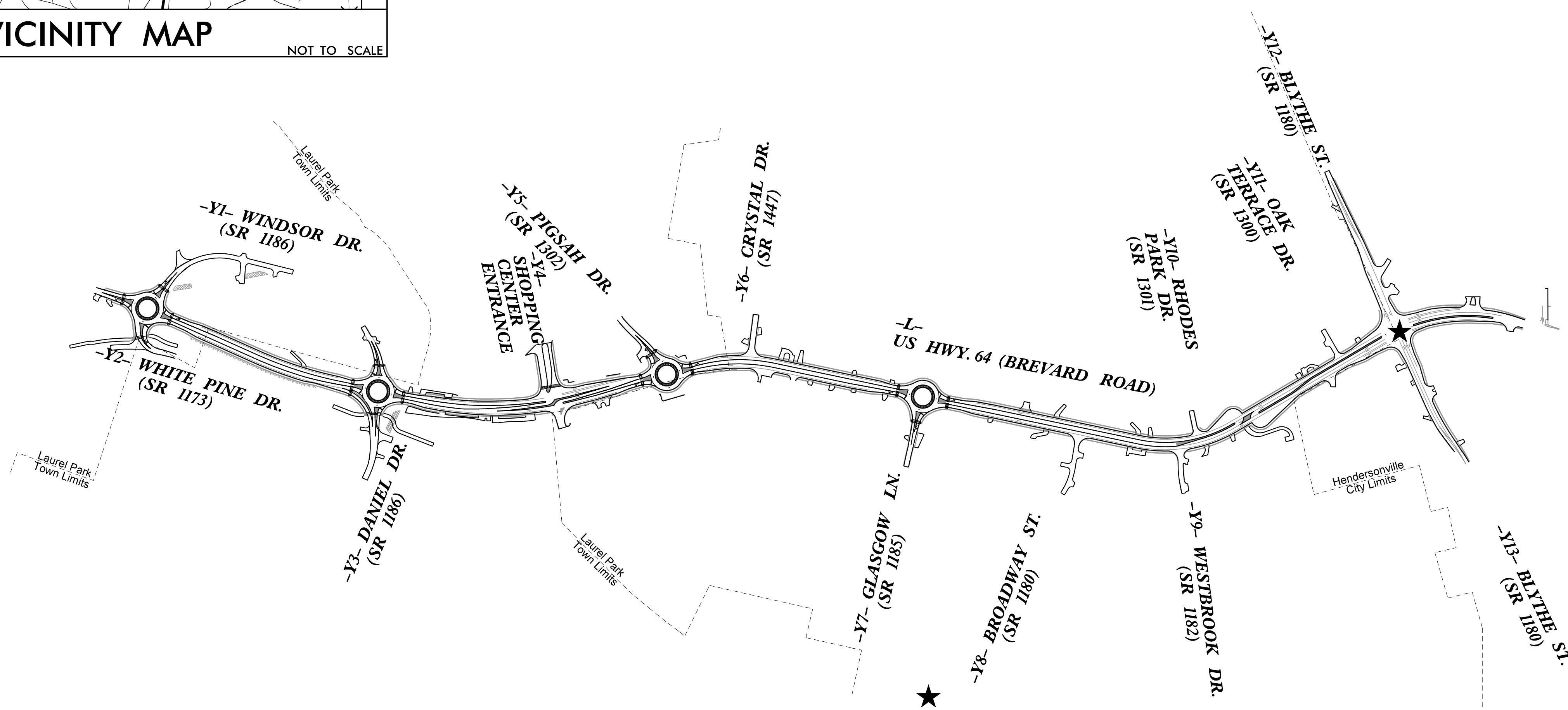
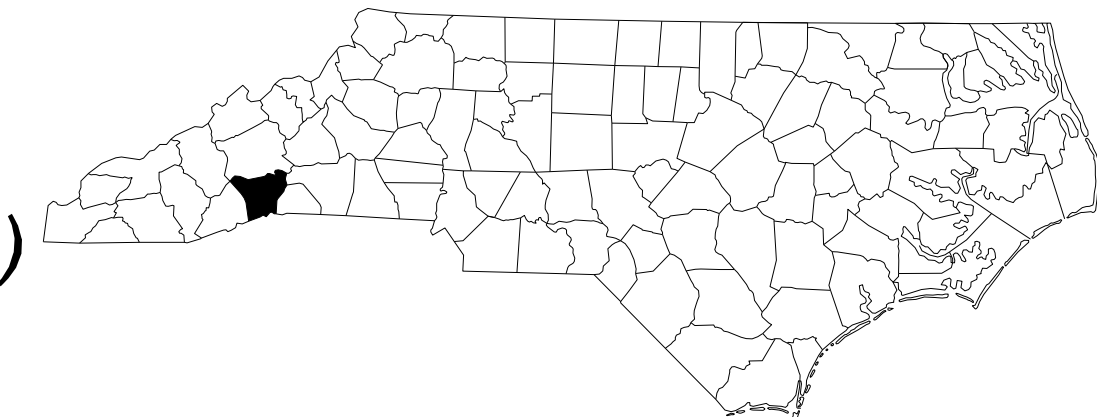
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UC-1

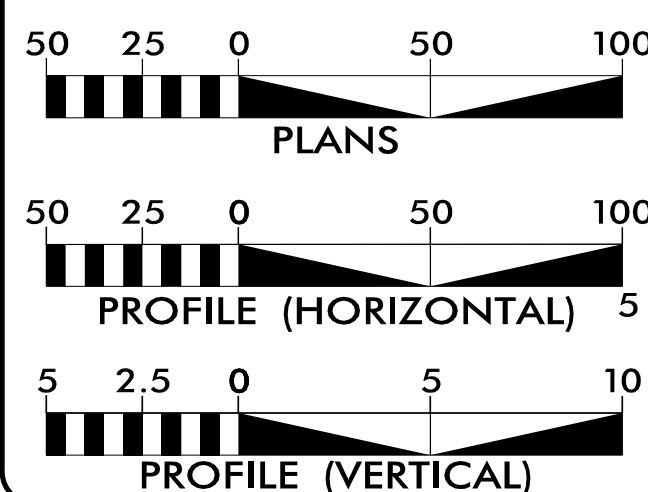
TIP PROJECT: 2401475

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYSUTILITY CONSTRUCTION PLANS
HENDERSON COUNTYLOCATION: SR 1184 (DANIEL DRIVE) FROM US-64 (BREVARD ROAD)
TO SR 1173 (WHITE PINE DRIVE)

TYPE OF WORK: CONSTRUCTION OF SEWER

DOCUMENT NOT CONSIDERED FINAL
UNTIL ALL SIGNATURES ARE COMPLETED

GRAPHIC SCALES



INDEX OF SHEETS

SHEET NO.:

DESCRIPTION:

UC-1

TITLE SHEET

UC-2

UTILITY SYMBOLOGY

UC-3 THRU UC-3A

NOTES

UC-3B THRU UC-3C

DETAILS

UC-4

PLAN AND PROFILE SHEET

WATER AND SEWER
OWNERS ON PROJECT(A) WATER - CITY OF HENDERSONVILLE
(B) SEWER - CITY OF HENDERSONVILLE

PREPARED IN THE OFFICE OF



JOHNSON, MIRMIRAN, & THOMPSON, INC.

1318-F Patton Ave.
Asheville, NC 28806

Joel Setzer, PE

PROJECT MANAGER

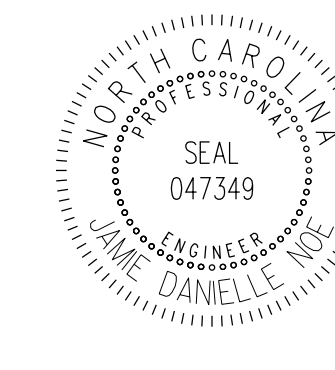
Jamie D. Noe, P.E.

PROJECT UTILITY ENGINEER

James Montgomery

PROJECT UTILITY COORDINATOR

SEAL

ENGINEERING DEPARTMENT
HENDERSON COUNTY

UTILITIES PLAN SHEET SYMBOLS

PROPOSED WATER SYMBOLS

Water Line (Sized as Shown)	
11¼ Degree Bend	
22½ Degree Bend	
45 Degree Bend	
90 Degree Bend	
Plug	
Tee	
Cross	
Reducer	
Gate Valve	
Butterfly Valve	
Tapping Valve	
Line Stop	
Line Stop with Bypass	
Blow Off	
Fire Hydrant	
Relocate Fire Hydrant	
Remove Fire Hydrant	
Water Meter	
Relocate Water Meter	
Remove Water Meter	
Water Pump Station	
RPZ Backflow Preventer	
DCV Backflow Preventer	
Relocate RPZ Backflow Preventer	
Relocate DCV Backflow Preventer	

PROPOSED SEWER SYMBOLS

Gravity Sewer Line (Sized as Shown)	
Force Main Sewer Line (Sized as Shown)	
Manhole (Sized per Note)	
Sewer Pump Station	

PROPOSED MISCELLANOUS UTILITIES SYMBOLS

Power Pole	
Telephone Pole	
Joint Use Pole	
Telephone Pedestal	
Utility Line by Others (Type as Shown)	
Trenchless Installation	
Encasement by Open Cut	
Encasement	

Thrust Block	
Air Release Valve	
Utility Vault	
Concrete Pier	
Steel Pier	
Plan Note	
Pay Item Note	

EXISTING UTILITIES SYMBOLS

Power Pole	
Telephone Pole	
Joint Use Pole	
Utility Pole	
Utility Pole with Base	
H-Frame Pole	
Power Transmission Line Tower	
Water Manhole	
Power Manhole	
Telephone Manhole	
Sanitary Sewer Manhole	
Hand Hole for Cable	
Power Transformer	
Telephone Pedestal	
CATV Pedestal	
Gas Valve	
Gas Meter	
Located Miscellaneous Utility Object	
Abandoned According to Utility Records	
End of Information	

*Underground Power Line	
*Underground Telephone Cable	
*Underground Telephone Conduit	
*Underground Fiber Optics Telephone Cable	
*Underground TV Cable	
*Underground Fiber Optics TV Cable	
*Underground Gas Pipeline	
Aboveground Gas Pipeline	
*Underground Water Line	
Aboveground Water Line	
*Underground Gravity Sanitary Sewer Line	
Aboveground Gravity Sanitary Sewer Line	
*Underground SS Forced Main Line	
Underground Unknown Utility Line	
SUE Test Hole	
Water Meter	
Water Valve	
Fire Hydrant	
Sanitary Sewer Cleanout	

*For Existing Utilities
Utility Line Drawn from Record (Type as Shown)
Designated Utility Line (Type as Shown)

5/14/99

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UTILITY CONSTRUCTION

HENDERSON
COUNTY

GENERAL NOTES:

1. THE PROPOSED UTILITY CONSTRUCTION SHALL MEET THE APPLICABLE REQUIREMENTS OF THE NC DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES" DATED JANUARY 2024 OR LATEST EDITION AND THE CONTRACT SPECIAL PROVISIONS.

2. THE EXISTING UTILITIES BELONG TO THE CITY OF HENDERSONVILLE.
CONTACT: CHRIS CONARD, CONSTRUCTION & INSPECTION DIVISION MANAGER;
828-243-6300; CCONARD@HVLNC.GOV

3. ALL WATER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, PUBLIC WATER SUPPLY SECTION, ALL SEWER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, WATER QUALITY SECTION PERFORM ALL WORK IN ACCORDANCE WITH THE APPLICABLE PLUMBING CODES.

4. THE UTILITY OWNER OWNS THE EXISTING UTILITY FACILITIES AND WILL OWN THE NEW UTILITY FACILITIES AFTER ACCEPTANCE BY THE DEPARTMENT. THE DEPARTMENT OWNS THE CONSTRUCTION CONTRACT AND HAS ADMINISTRATIVE AUTHORITY. COMMUNICATIONS AND DECISIONS BETWEEN THE CONTRACTOR AND UTILITY OWNER ARE NOT BINDING UPON THE DEPARTMENT OR THIS CONTRACT UNLESS AUTHORIZED BY THE ENGINEER, AGREEMENTS BETWEEN THE UTILITY OWNER AND CONTRACTOR FOR THE WORK THAT IS NOT PART OF THIS CONTRACT OR IS SECONDARY TO THIS CONTRACT ARE ALLOWED, BUT ARE NOT BINDING UPON THE DEPARTMENT.

5. PROVIDE ACCESS FOR THE DEPARTMENT PERSONNEL AND THE OWNER'S REPRESENTATIVES TO ALL PHASES OF CONSTRUCTION. NOTIFY DEPARTMENT PERSONNEL AND THE UTILITY OWNER TWO WEEKS PRIOR TO COMMENCEMENT OF ANY WORK AND ONE WEEK PRIOR TO SERVICE INTERRUPTION. KEEP UTILITY OWNERS' REPRESENTATIVES INFORMED OF WORK PROGRESS AND PROVIDE OPPORTUNITY FOR INSPECTION OF CONSTRUCTION AND TESTING.

6. THE PLANS DEPICT THE BEST AVAILABLE INFORMATION FOR THE LOCATION, SIZE AND TYPE OF MATERIAL FOR ALL EXISTING UTILITIES. MAKE INVESTIGATIONS FOR DETERMINING THE EXACT LOCATION, SIZE, AND TYPE MATERIAL OF THE EXISTING FACILITIES AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES AND FOR AVOIDING DAMAGE TO EXISTING FACILITIES. REPAIR ANY DAMAGE INCURRED TO EXISTING FACILITIES TO THE ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE DEPARTMENT.

7. MAKE FINAL CONNECTIONS OF THE NEW WORK TO THE EXISTING SYSTEMS WHERE INDICATED ON THE PLANS, AS REQUIRED TO FIT THE ACTUAL CONDITIONS, OR AS DIRECTED.

8. MAKE CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE AND IN ACCORDANCE WITH THE UTILITY OWNER'S REQUIREMENTS. MAKE CONNECTIONS ON WEEKENDS, AT NIGHT, OR ON HOLIDAYS IF NECESSARY.

9. ALL UTILITY MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY TO THE PROJECT SITE, BY BOTH NCDOT AND COH. SEE 1500-7, "SUBMITTALS AND RECORDS" IN SECTION 1500 OF THE NCDOT STANDARD SPECIFICATIONS.

PROJECT SPECIFIC NOTES

1. CONTRACTOR SHALL NOTIFY NC811 & APPROPRIATE UTILITIES AGENCIES PRIOR TO PERFORMING ANY WORK.

2. REGULAR WORKING HOURS SHALL BE FROM 7:00 A.M. TO 5:00 P.M. MONDAY THROUGH FRIDAY, EXCEPT IN CASES OF EMERGENCY OR OTHERWISE APPROVED IN WRITING BY THE CITY OF AUTHORIZED REPRESENTATIVES. THE CONTRACTOR SHALL ENSURE THE CONSTRUCTION SITE IS SAFE FOR ANY PERSONS WHO MAY BE ON SITE DURING NON-WORKING HOURS.

3. ALL PERSONS SHALL BE COURTEOUS AND RESPECTFUL TO THE PUBLIC. CURSING OR FOUL LANGUAGE IS NOT PERMITTED AND WILL NOT BE TOLERATED.

4. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL ON ALL ROADWAYS DURING THE PROJECT. THE CONTRACTOR SHALL NOTIFY LOCAL EMERGENCY, SCHOOL AND OTHER NECESSARY AUTHORITIES PRIOR TO ANY STREET CLOSING OR TRAFFIC CHANGE.

5. THE CONTRACTOR AT HIS OWN EXPENSE SHALL KEEP THE CONSTRUCTION SITE AND ADJACENT PUBLIC AND PRIVATE ROADWAYS CLEAN DURING THE PROJECT. THE CONTRACTOR IS ALSO RESPONSIBLE FOR CONTROLLING DUST WITHIN THE PROJECT AREA.

6. THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION IN ACCORDANCE WITH THE LINES, GRADES AND ELEVATIONS SHOWN ON THE PLANS OR AS GIVEN BY THE ENGINEER IN THE FIELD.

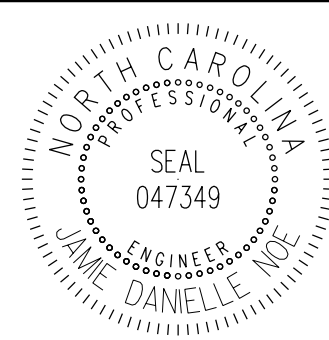
7. CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND THE ELEVATION FOR ALL UTILITIES, DRAINAGE AND OTHER UNDERGROUND FACILITIES BOTH EXISTING AND PROPOSED, AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO CONSTRUCTION.

8. CONTRACTOR SHALL PROTECT EXISTING UTILITIES DURING CONSTRUCTION. REPAIRS SHALL BE MADE IN ACCORDANCE WITH APPLICABLE STANDARDS OF APPROPRIATE AGENCIES AT THE CONTRACTOR'S EXPENSE.

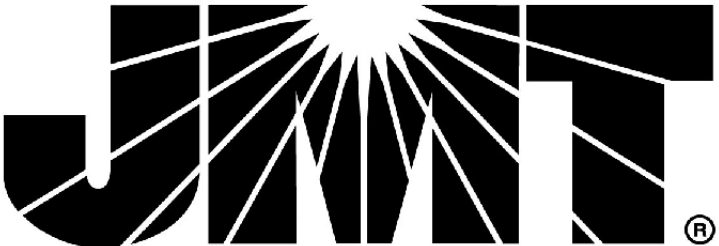
9. DURING CONSTRUCTION THE CONTRACTOR SHALL MAINTAIN THE OPERATION OF EXISTING UTILITIES WITH THE LEAST AMOUNT OF SERVICE INTERRUPTION POSSIBLE IN COORDINATION WITH THE CITY OF HENDERSONVILLE. ANY PLANNED SHUTDOWN IS SUBJECT TO A REQUIRED 7 DAY LEAD TIME PERIOD FOR PUBLIC NOTIFICATIONS. CONTINUOUS SERVICE, PUBLIC HEALTH AND SAFETY CONSIDERATIONS SHALL EXCEED ALL OTHERS AND CONTRACTOR'S SCHEDULE, PLANS AND WORK SHALL AT ALL TIMES BE SUBJECT TO ALTERATION AND REVISION IF NECESSARY FOR THESE CONSIDERATIONS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TEMPORARY OR PERMANENT RELOCATION OF STRUCTURES AND UTILITIES, INCLUDING BUT NOT LIMITED TO POLES, SIGNS, FENCES, HYDRANTS, VALVES, PIPING, CONDUITS AND DRAINS THAT INTERFERE WITH THE POSITIONING OF THE WORK AS SHOWN ON THE DRAWINGS.

11. CONTRACTOR SHALL BE REQUIRED TO CONFORM AND COMPLY WITH ALL RESTRICTIONS AND EASEMENT CONDITIONS AND IS RESPONSIBLE FOR ALL RELATED INCIDENTAL COSTS INVOLVED.

PROJECT REFERENCE NO.		SHEET	Section 5, Item H.
2401475		UC-3	
DESIGNED BY: MRD			
DRAWN BY: BDW			
CHECKED BY: JDN			
APPROVED BY: JDN			
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION			
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151			UTILITY CONSTRUCTION PLANS ONLY
DOCUMENT NOT CONSIDERED FINAL UNTIL ALL SIGNATURES ARE COMPLETED			

UTILITY CONSTRUCTION



5/14/99

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User: jwmt

UTILITY CONSTRUCTION

PROJECT REFERENCE NO.

2401475

SHEET

UC-3A

DESIGNED BY: MRD

DRAWN BY: BDW

CHECKED BY: JDN

APPROVED BY: JDN

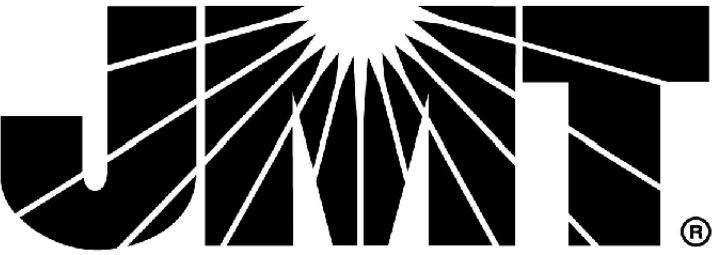
REVISED:

NORTH CAROLINA
PROFESSIONAL
SEAL
047349
ENGINEER
JAMIE DANIELLE MOE

UTILITY CONSTRUCTION
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UTILITY CONSTRUCTION



12. ALL DISTURBED AREAS, INCLUDING BUT NOT LIMITED TO ASPHALT, CONCRETE, DRIVEWAYS, ROADS, LANDSCAPING, SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION THAN THE ORIGINAL SITE. GRASS AND LANDSCAPED AREAS FILL MATERIAL MUST BE REPLACED IN TRENCH TO GRADE AS SOON AS WATERLINE CONSTRUCTION ALLOWS. ADEQUATE SEEDING AND STRAW OR MULCH SHALL THEN BE APPLIED TO THE DISTURBED TRENCH AREA. ADDITIONAL FILL AND SITE RESTORATION MAY BE REQUIRED WITHIN THE WARRANTY PERIOD AT THE CITY'S DISCRETION.

13. CONTRACTOR SHALL PROVIDE EROSION CONTROL DEVICES TO CONTROL RUNOFF AS REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR ANY FINES THAT MAY BE LEVIED DUE TO RUNOFF FROM CONSTRUCTION.

14. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FOLLOW ALL APPLICABLE FEDERAL, STATE AND LOCAL HEALTH AND SAFETY REGULATIONS PERTAINING TO CONSTRUCTION OPERATIONS.

15. INSTALL FERROUS PIPING FOR BOTH WATER AND SEWER WITHIN 10 FT. OF A CROSSING IF:

16.1. SEWER LINE CROSSES OVER WATER, OR

16.2. VERTICAL CLEARANCE BETWEEN WATER AND SEWER IS LESS THAN 18 INCHES.

16.3. MAINTAIN 10 FEET HORIZONTAL SEPARATION BETWEEN SEWER AND WATER MAINS UNLESS LAID IN SEPARATE TRENCHES WITH THE BOTTOM OF THE WATER LINE AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER LINE OR USE FERROUS MATERIAL FOR BOTH WATER AND SEWER.

17. MAINTAIN 18 INCHES VERTICAL SEPARATION BETWEEN STORM DRAIN AND WATER, OR INSTALL FERROUS MATERIAL WATER LINE WITHIN 10 FEET EACH SIDE OF CROSSING.

18. TAMPERING WITH OR ILLEGAL USE OF THE PUBLIC WATER SUPPLY WILL RESULT IN SUSPENSION OF WATER SERVICE, INCLUDING DOMESTIC AND COMMERCIAL, UNTIL FINAL APPROVAL BY THE CITY IS ISSUED. A PERSON FOUND TO BE USING WATER ILLEGALLY SHALL BE SUBJECT TO PENALTIES OR FINES, AS PRESCRIBED AND APPROVED BY CITY COUNCIL.

19. CONTRACTOR TO CONFIRM RECONNECTION OF ALL ACTIVE SERVICES. CONTRACTOR MAY BE REQUIRED TO SMOKE AND/OR DYE TEST TO VERIFY SERVICE LOCATIONS. CONTRACTOR TO COORDINATE WITH THE UTILITY OWNER FOR ANY RECONNECTIONS IN QUESTION.

TESTING & INSPECTION:

1. ALL CHANGES TO THE APPROVED CONSTRUCTION PLANS AND SUBMITTALS MUST BE APPROVED IN WRITING BY THE CITY & NCDOT PRIOR TO IMPLEMENTATION IN THE FIELD.

2. THE CONTRACTOR SHALL FURNISH SECURE AND PROVIDE ALL NECESSARY TESTING MATERIALS, EQUIPMENT, LABOR. THE CONTRACTOR SHALL COORDINATE TESTING, FLUSHING, DISINFECTION, AND BACTERIOLOGICAL SAMPLING WITH CITY INSPECTOR.

3. THE ENGINEER OR CONTRACTOR SHALL NOTIFY THE CITY CONSTRUCTION INSPECTORS 72 HOURS (MINIMUM) PRIOR TO ANY WATER MAIN OR TESTING OPERATIONS. AT A MINIMUM CITY STAFF SHALL BE NOTIFIED PRIOR TO TAPS, TESTING, FLUSHING, DISINFECTION'S, AND SAMPLING.

4. THE ENGINEER SHALL SUPPLY THE CITY WITH FINAL AS-BUILT DRAWINGS AND COMPLETE ALL PROJECT CLOSE OUT REQUIREMENTS. AS-BUILT DRAWINGS SHALL BE PREPARED IN ACCORDANCE WITH COH REQUIREMENTS.

HENDERSON
COUNTY

HENDERSON
COUNTY

PROJECT REFERENCE NO.
2401475

SHEET
UC-3B

DESIGNED BY: MRD

DRAWN BY: BDW

CHECKED BY: JDN

APPROVED BY: JDN

REVISED:

NORTH CAROLINA
DEPARTMENT OF
TRANSPORTATION

UTILITIES ENGINEERING SEC.
PHONE: (919) 707-6690
FAX: (919) 250-4151

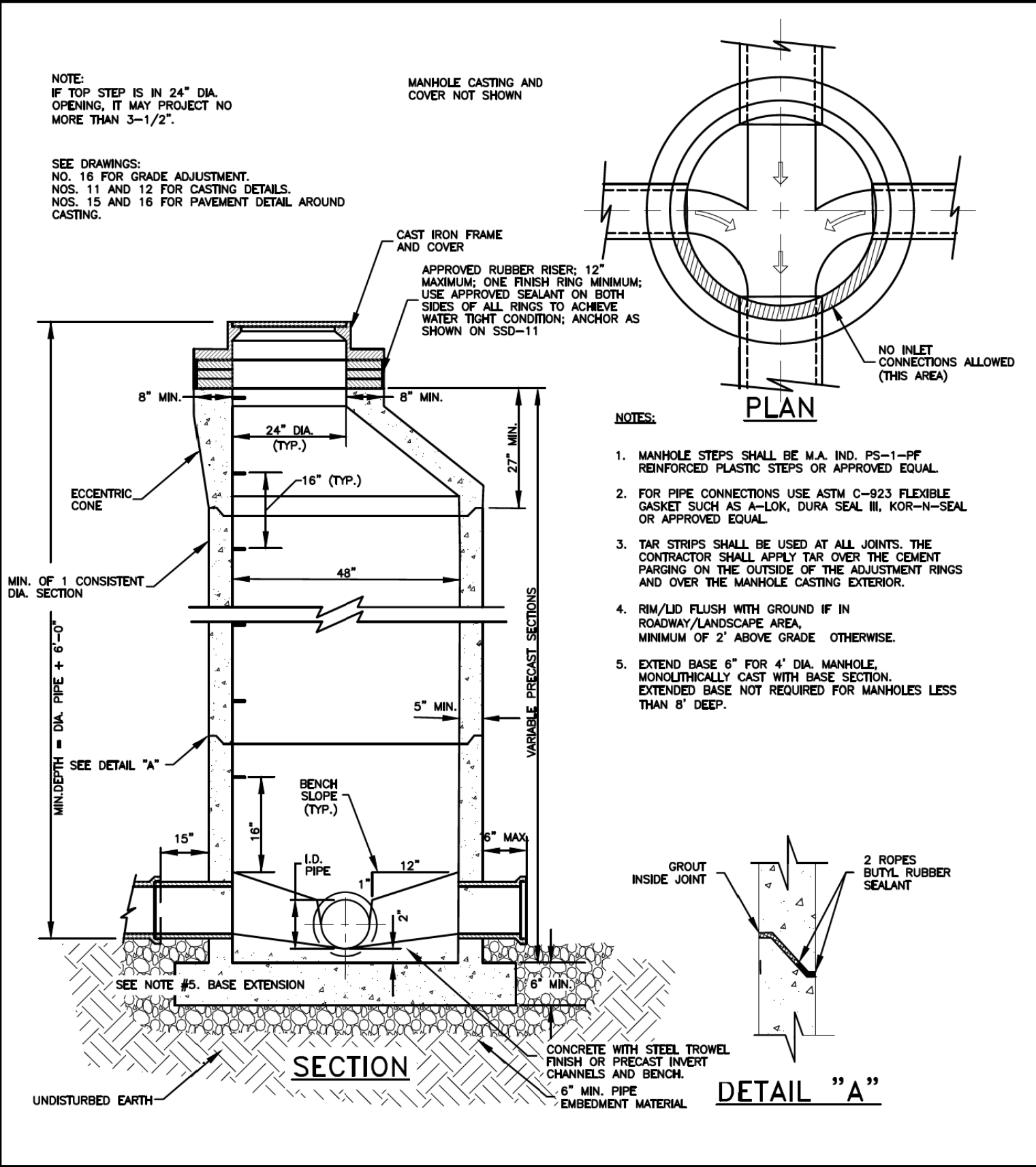
SEAL
047349

ENGINEER
JANIE DANIELLE NOE

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UTILITY CONSTRUCTION



DATE: 01/26/2024

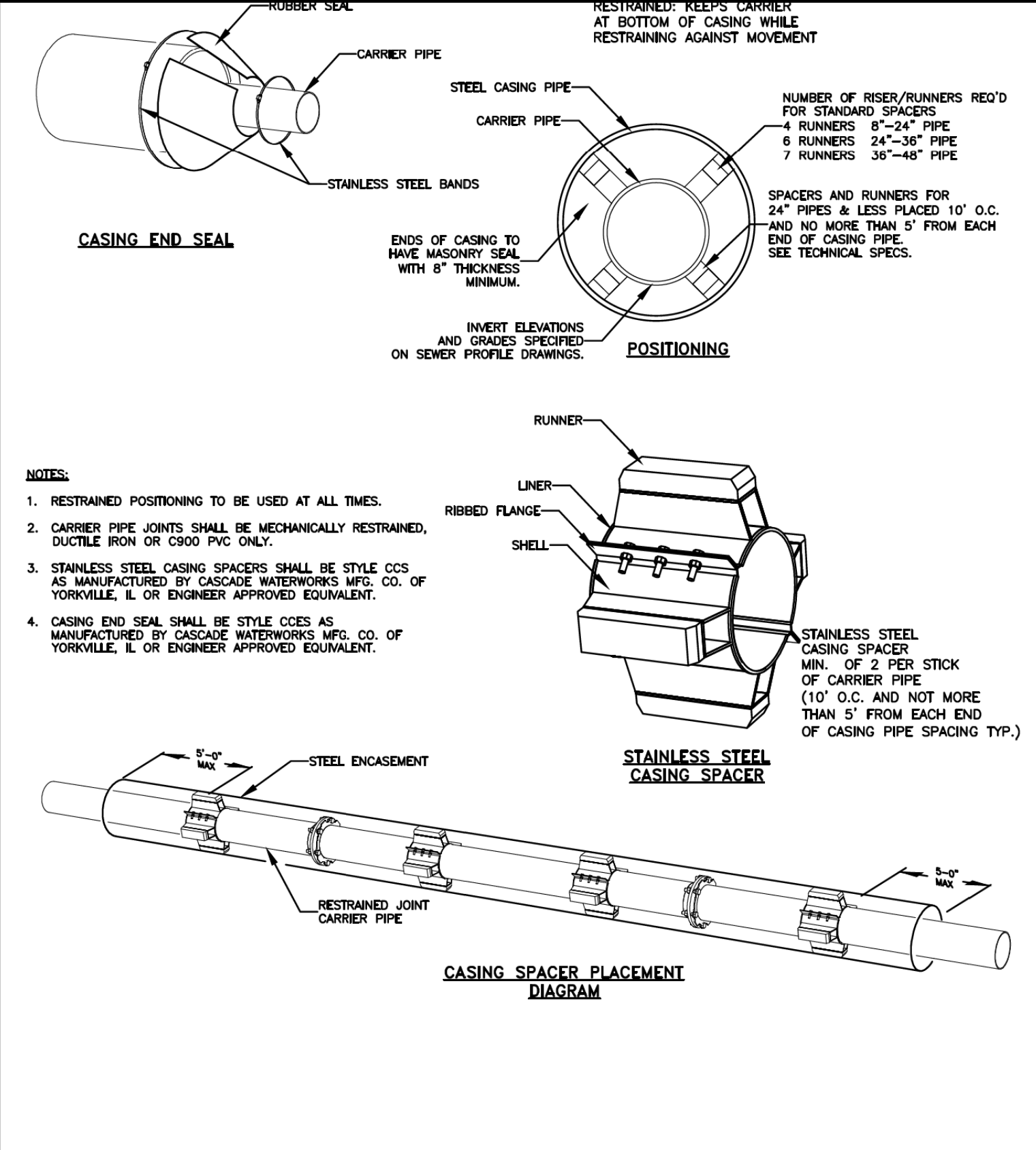
SS-D DWG. NO. 6

SCALE: NOT TO SCALE

City of Hendersonville Engineering Department
305 Williams Street
Hendersonville, NC 28792
(828) 697-3000 (office)
www.cityofhendersonville.org

PRECAST MANHOLE





DATE: 01/12/2019

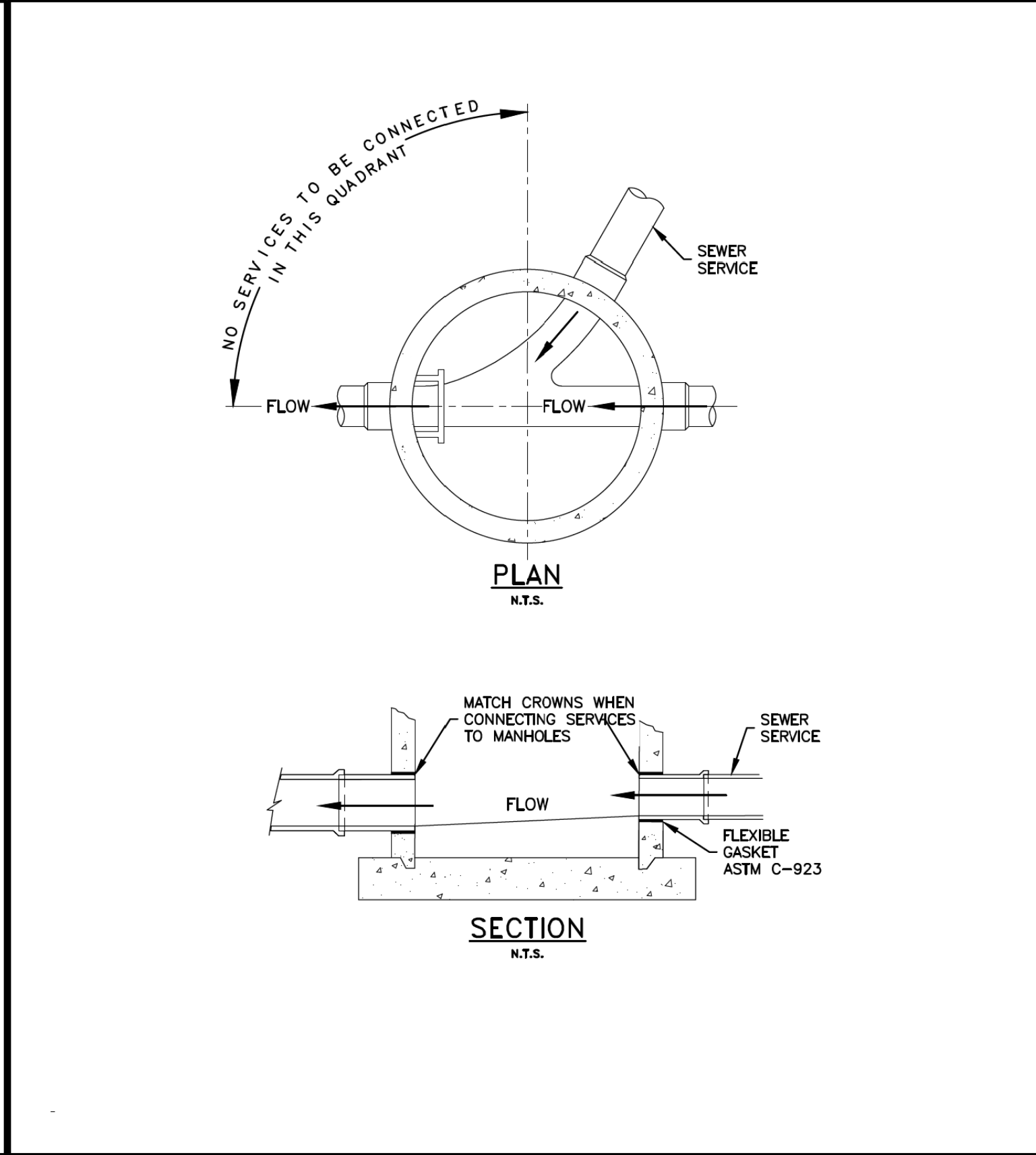
WD DWG. NO. 16

SCALE: NOT TO SCALE

City of Hendersonville Engineering Department
305 Williams Street
Hendersonville, NC 28792
(828) 697-3000 (office)
www.cityofhendersonville.org

CARRIER PIPE IN STEEL ENCASEMENT
DETAIL





DATE: 10/19/2023

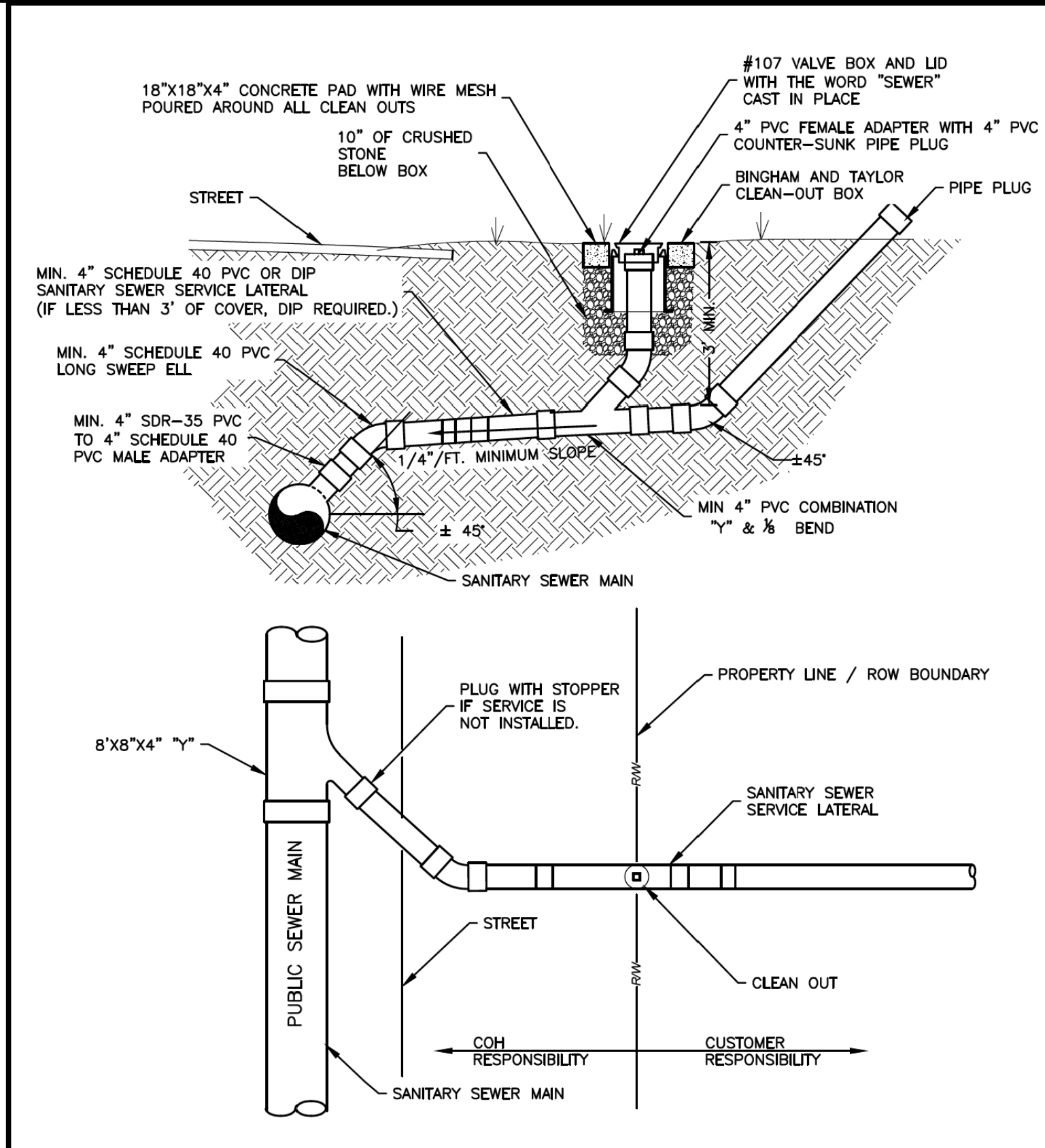
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SCALE: NOT TO SCALE

City of Hendersonville Engineering Department
305 Williams Street
Hendersonville, NC 28792
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www.cityofhendersonville.org

SERVICE CONNECTIONS
AT MANHOLES





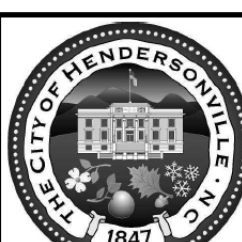
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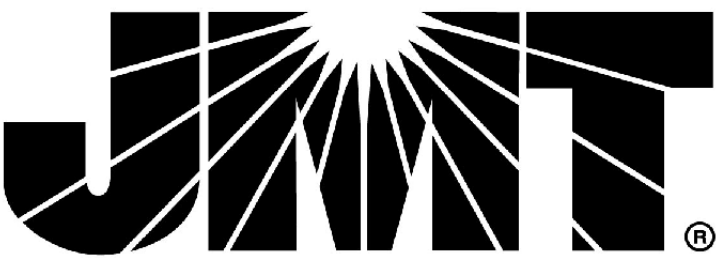
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SCALE: NOT TO SCALE

City of Hendersonville Engineering Department
305 Williams Street
Hendersonville, NC 28792
(828) 697-3000 (office)
www.cityofhendersonville.org

STANDARD SERVICE CONNECTION
LATERAL AND CLEANOUT





HENDERSON
COUNTY

PROJECT REFERENCE NO.
2401475

DESIGNED BY: MRD
DRAWN BY: BDW
CHECKED BY: JDN
APPROVED BY: JDN
REVISED:

DATE: 10/19/2023
SS-D DWG. NO. 1

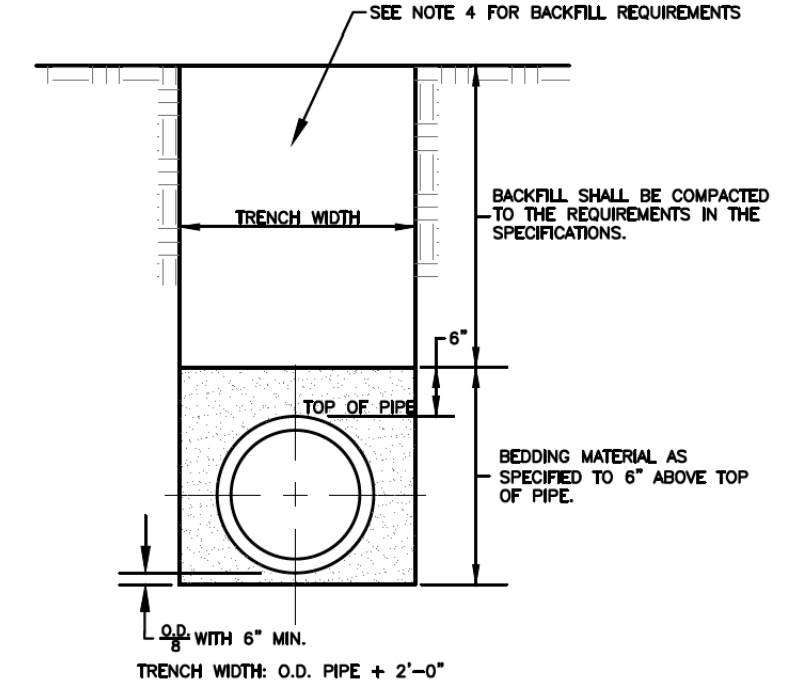
UC-3C

SEAL
047349
ENGINEER
DANIELLE NOE

UTILITY CONSTRUCTION
PLANS ONLY

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UTILITY CONSTRUCTION



SEE NOTE 4 FOR BACKFILL REQUIREMENTS

BACKFILL SHALL BE COMPACTED TO THE REQUIREMENTS IN THE SPECIFICATIONS.

TOP OF PIPE

6"

BEDDING MATERIAL AS SPECIFIED TO 6" ABOVE TOP OF PIPE.

6" WITH 6" MIN.

TRENCH WIDTH: O.D. PIPE + 2'-0"

NOTES:

- BEDDING CLASSIFICATION SHALL MEET OR EXCEED ASTM D2321 CLASS 1 BEDDING FOR FLEXIBLE PIPING, AND ASTM C12, CLASS 'B' BEDDING FOR RIGID PIPING.
- IN ROCK OR WET SOIL, PIPE MUST BE BEDDED IN AT LEAST 6" OF #57 WASHED STONE.
- FORCE MAIN BEDDING SHALL BE SELECT NATURAL SAND WELL COMPACTED IN 6" LIFTS.
- TRENCHES EXCAVATED OUTSIDE EXISTING ROAD AND RAILWAY RIGHTS-OF-WAY SHALL BE BACKFILLED WITH COMMON BACKFILL MATERIAL CONSISTING OF EXCAVATED MATERIALS EXCEPT HIGHLY ORGANIC SILTS AND CLAYS AND TAMPED THOROUGHLY. FILL SHALL BE DEPOSITED IN SUCCESSIVE, UNIFORM, APPROXIMATELY HORIZONTAL LAYERS. MATERIAL SHALL BE FREE OF ROOTS, STONES, AND DEBRIS. ALL MATERIAL SHALL HAVE AN IN-PLACE DENSITY OF AT LEAST 85% OF MAXIMUM DRY DENSITY (STANDARD PROCTOR) OR AS APPROVED BY THE ENGINEER. COMMON BACKFILL SHALL NOT CONTAIN STONE BLOCKS, BROKEN CONCRETE, MASONRY RUBBLE, OR OTHER SIMILAR MATERIALS. IT SHALL HAVE PHYSICAL PROPERTIES SUCH THAT IT CAN BE READILY SPREAD AND COMPACTED DURING FILLING. SNOW, ICE, AND FROZEN SOIL WILL NOT BE PERMITTED.
- WHERE EXCAVATED MATERIAL AFTER REMOVAL OF ROCKS, STUMPS, PLANT MATERIAL, AND OTHER EXTRANEOUS MATERIAL AND PROPER Dewatering, Drying, Protection, and Storage of the Excavation by the Contractor, CANNOT BE PREPARED TO MEET THE REQUIREMENTS FOR COMMON BACKFILL, DUE TO THE NATURE OF THE MATERIAL (E.G., EXCESSIVE ROCK, MUCK, ORGANICS, CLAY, SILT, OR OTHER MATERIAL), AND AS DETERMINED BY THE ENGINEER, THE UNACCEPTABLE EXCAVATION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR AND REPLACED BY IMPORTED BACKFILL MEETING THE REQUIREMENTS OF STRUCTURAL BACKFILL. IMPORTED STRUCTURAL BACKFILL SHALL BE FREE OF ORGANICS, ROOTS OR OTHER DELETERIOUS MATERIALS AND SHALL NOT CONTAIN MORE THAN FIVE PERCENT (BY WEIGHT) ORGANIC MATERIAL, HAVE A PLASTICITY INDEX (PI) GREATER THAN 25, OR HAVE A MAXIMUM DRY DENSITY LESS THAN 90 POUNDS PER CUBIC FOOT. IMPORTED STRUCTURAL FILL SHOULD CONSIST OF MATERIAL CLASSIFIED AS ML, CL, SC, OR SM, OR BETTER PER ASTM D-2487 AND BE CAPABLE OF BEING COMPACTED TO 95% STANDARD PROCTOR.
- THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL COMPACTION REQUIREMENTS.

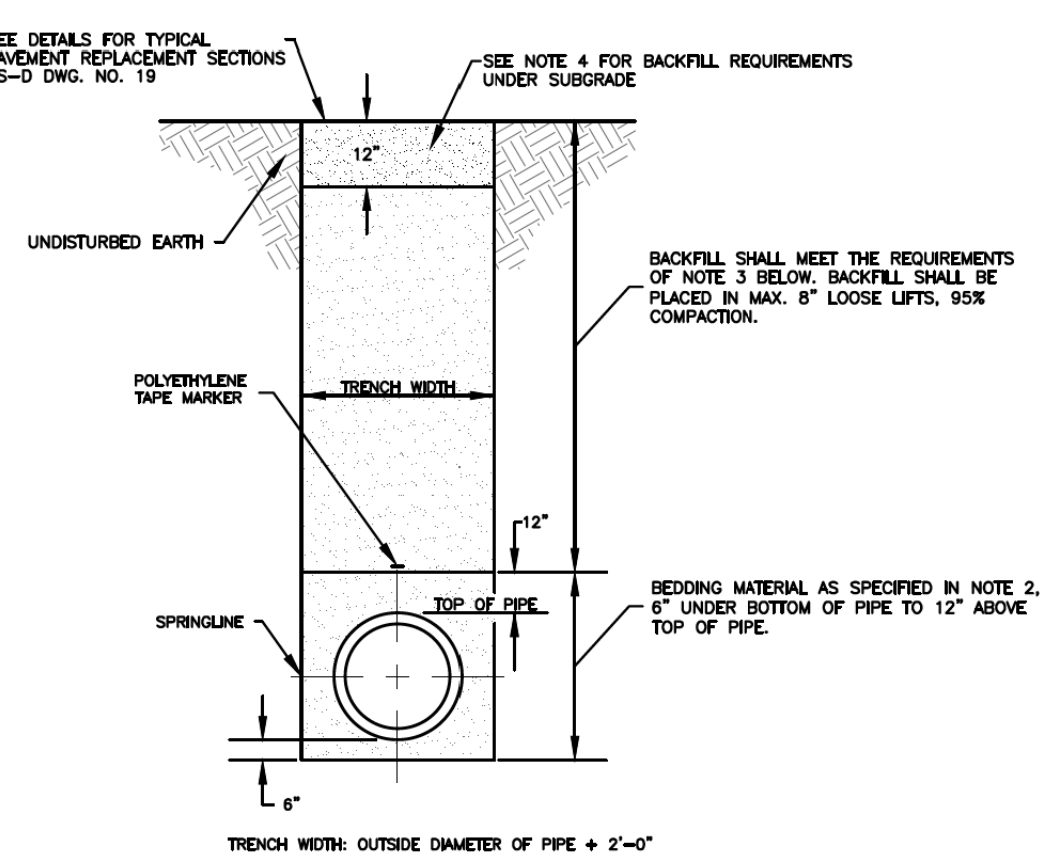
DATE: 10/19/2023 SS-D DWG. NO. 1

SCALE: NOT TO SCALE

City of Hendersonville Engineering Department
305 Williams Street
Hendersonville, NC 28792
(828) 697-3000 (office)
www.cityofhendersonville.org

GRAVITY SEWER
TRENCH CONSTRUCTION
OUTSIDE PAVEMENT





SEE DETAILS FOR TYPICAL PAVEMENT REPLACEMENT SECTIONS SS-D DWG. NO. 19

SEE NOTE 4 FOR BACKFILL REQUIREMENTS UNDER SUBGRADE

UNDISTURBED EARTH

12"

TRENCH WIDTH

POLYETHYLENE TAPE MARKER

12"

TOP OF PIPE

6"

BACKFILL SHALL MEET THE REQUIREMENTS OF NOTE 3 BELOW. BACKFILL SHALL BE PLACED IN MAX. 6" LOOSE LIFTS, 95% COMPACTION.

BEDDING MATERIAL AS SPECIFIED IN NOTE 2, 6" UNDER BOTTOM OF PIPE TO 12" ABOVE TOP OF PIPE.

TRENCH WIDTH: OUTSIDE DIAMETER OF PIPE + 2'-0"

NOTES:

- THIS TRENCH BACKFILL DETAIL APPLIES TO AREAS UNDER PAVEMENT, CURB AND GUTTER, AND SIDEWALK.
- BEDDING CLASSIFICATION SHALL MEET OR EXCEED ASTM D2321 CLASS 1 BEDDING FOR FLEXIBLE PIPING, AND ASTM C12, CLASS 'B' BEDDING FOR RIGID PIPING.
- COMMON BACKFILL MATERIAL SHALL CONSIST OF EXCAVATED MATERIALS EXCEPT HIGHLY ORGANIC SILTS AND CLAYS. FILL SHALL BE DEPOSITED IN SUCCESSIVE, UNIFORM, APPROXIMATELY HORIZONTAL LAYERS NOT EXCEEDING EIGHT (8) INCHES IN DEPTH FOR THE FULL WIDTH. MATERIAL SHALL BE FREE OF ROOTS, STONES, AND DEBRIS AND CAPABLE OF BEING COMPACTED TO 95% STANDARD PROCTOR. COMMON BACKFILL SHALL NOT CONTAIN STONE BLOCKS, BROKEN CONCRETE, MASONRY RUBBLE, OR OTHER SIMILAR MATERIALS. IT SHALL HAVE PHYSICAL PROPERTIES SUCH THAT IT CAN BE READILY SPREAD AND COMPACTED DURING FILLING. SNOW, ICE, AND FROZEN SOIL WILL NOT BE PERMITTED.
- WHERE EXCAVATED MATERIAL AFTER REMOVAL OF ROCKS, STUMPS, PLANT MATERIAL, AND OTHER EXTRANEOUS MATERIAL AND PROPER Dewatering, Drying, Protection, and Storage of the Excavation by the Contractor, CANNOT BE PREPARED TO MEET THE REQUIREMENTS FOR COMMON BACKFILL, DUE TO THE NATURE OF THE MATERIAL (E.G., EXCESSIVE ROCK, MUCK, ORGANICS, CLAY, SILT, OR OTHER MATERIAL), AND AS DETERMINED BY THE ENGINEER, THE UNACCEPTABLE EXCAVATION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR AND REPLACED BY IMPORTED BACKFILL MEETING THE REQUIREMENTS OF STRUCTURAL BACKFILL. IMPORTED STRUCTURAL BACKFILL SHALL BE FREE OF ORGANICS, ROOTS OR OTHER DELETERIOUS MATERIALS AND SHALL NOT CONTAIN MORE THAN FIVE PERCENT (BY WEIGHT) ORGANIC MATERIAL, HAVE A PLASTICITY INDEX (PI) GREATER THAN 25, OR HAVE A MAXIMUM DRY DENSITY LESS THAN 90 POUNDS PER CUBIC FOOT. IMPORTED STRUCTURAL FILL SHOULD CONSIST OF MATERIAL CLASSIFIED AS ML, CL, SC, OR SM, OR BETTER PER ASTM D-2487 AND BE CAPABLE OF BEING COMPACTED TO 95% STANDARD PROCTOR.
- THE TOP 12 INCHES OF FINAL BACKFILL FOR ROAD OR STREET SUBGRADE SHALL BE COMPACTED TO 98% STANDARD PROCTOR.
- THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL COMPACTION REQUIREMENTS.

DATE: 10/19/2023 SS-D DWG. NO. 2

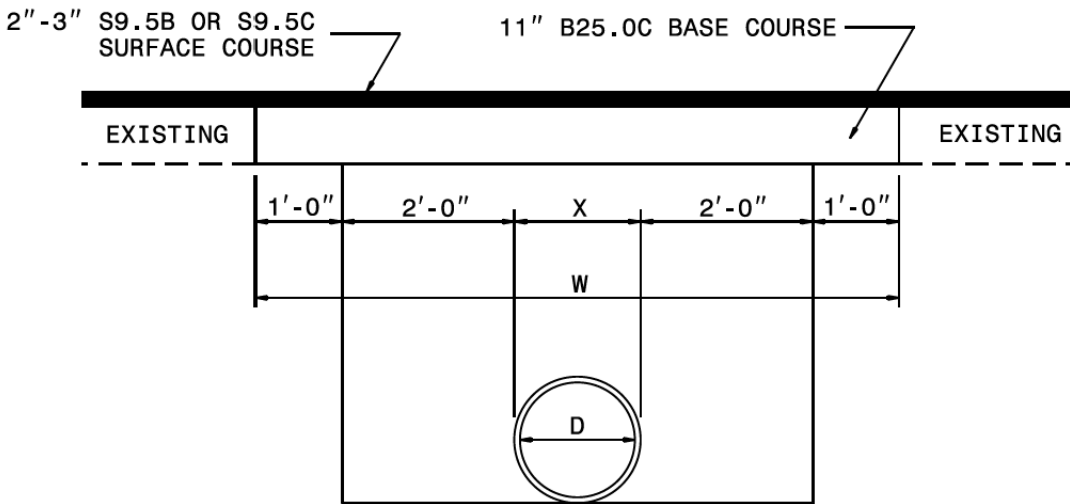
SCALE: NOT TO SCALE

City of Hendersonville Engineering Department
305 Williams Street
Hendersonville, NC 28792
(828) 697-3000 (office)
www.cityofhendersonville.org

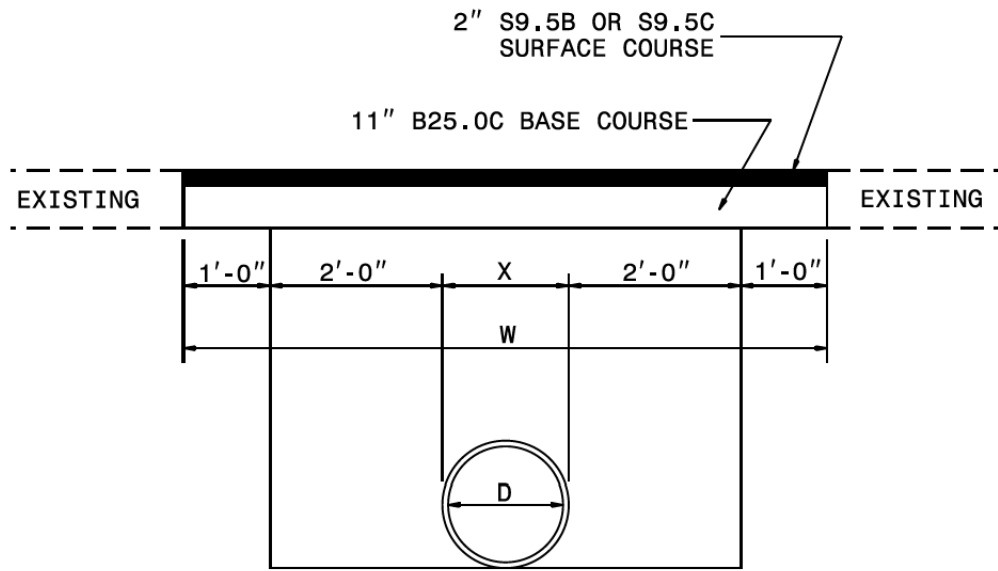
GRAVITY SEWER
TRENCH CONSTRUCTION
UNDER PAVEMENT



D	X	W
12"	1'-4"	7'-4"
15"	1'-7"	7'-7"
18"	1'-10"	7'-10"
24"	2'-6"	8'-6"
30"	3'-1"	9'-1"
36"	3'-8"	9'-8"
42"	4'-5"	10'-5"
48"	5'-0"	11'-0"



PAVEMENT REPAIRS ON ROADS TO BE RESURFACED
(PIPE IS PLACED UNDER EXISTING PAVEMENT)

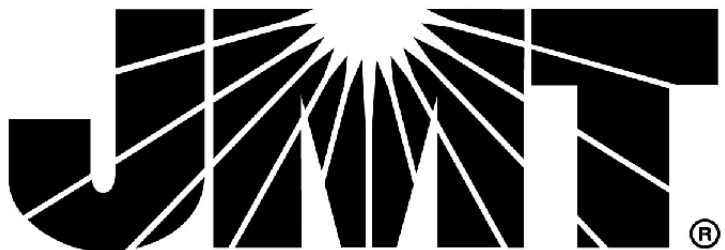


PAVEMENT REPAIRS ON ROADS NOT TO BE RESURFACED
(PIPE IS TO BE PLACED UNDER EXISTING PAVEMENT)

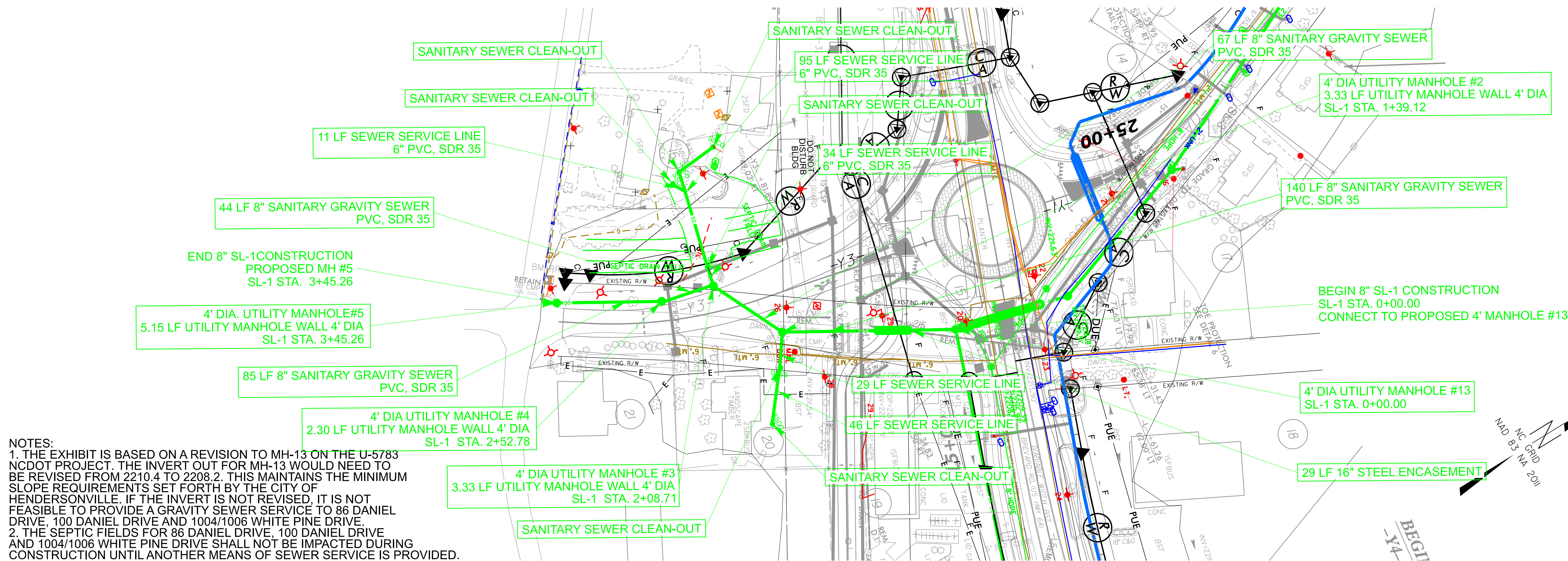
STATE OF
NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ROADWAY STANDARD DRAWING FOR
PAVEMENT REPAIRS
FOR SUPERPAVE MIX TYPES

SHEET 1 OF 1
654.01

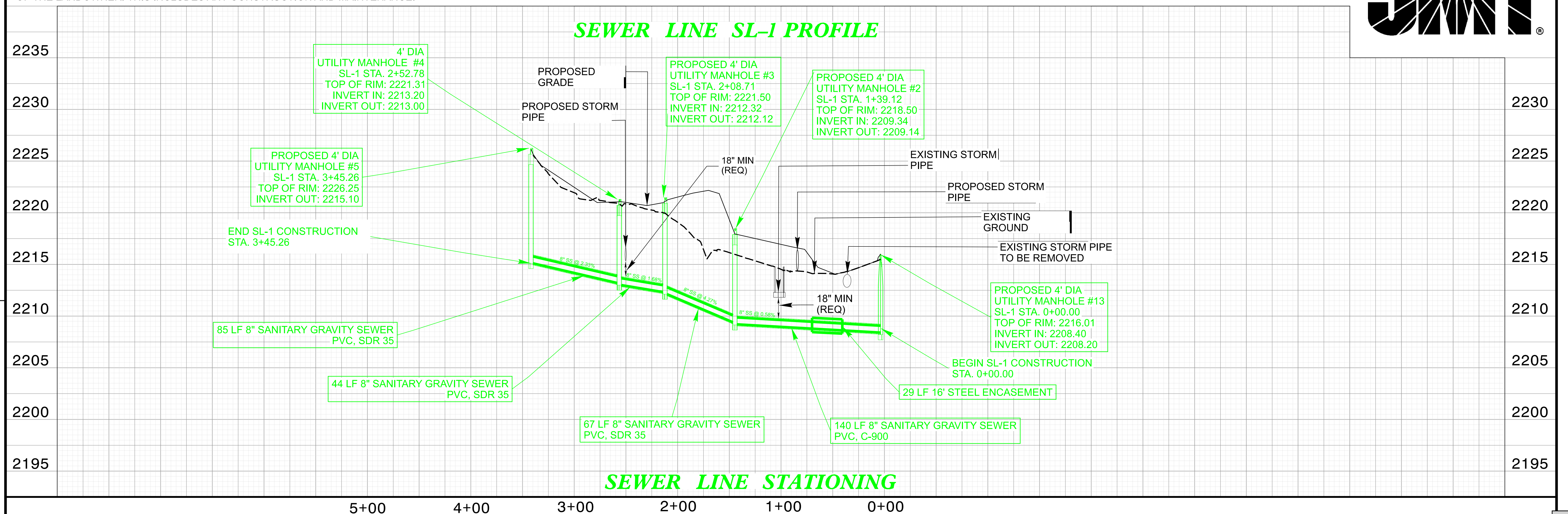
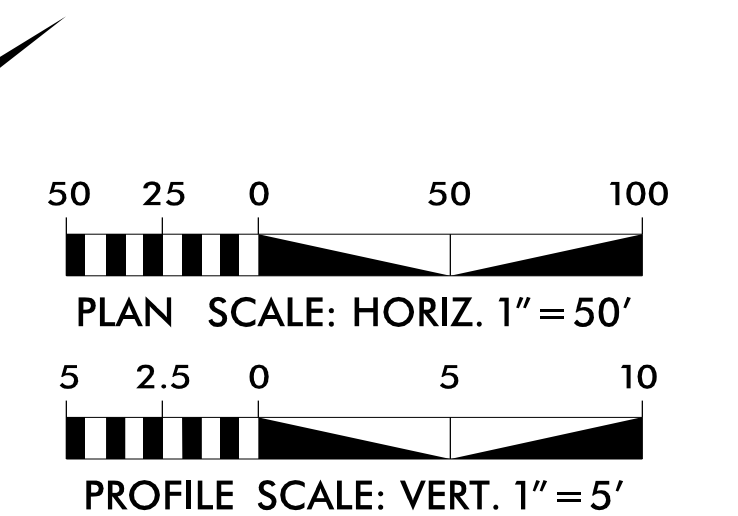


UTILITY CONSTRUCTION



NOTES:

1. THE EXHIBIT IS BASED ON A REVISION TO MH-13 ON THE U-5783 NCDOT PROJECT. THE INVERT OUT FOR MH-13 WOULD NEED TO BE REVISED FROM 2210.4 TO 2208.2. THIS MAINTAINS THE MINIMUM SLOPE REQUIREMENTS SET FORTH BY THE CITY OF HENDERSONVILLE. IF THE INVERT IS NOT REVISED, IT IS NOT FEASIBLE TO PROVIDE A GRAVITY SEWER SERVICE TO 86 DANIEL DRIVE, 100 DANIEL DRIVE AND 1004/1006 WHITE PINE DRIVE.
2. THE SEPTIC FIELDS FOR 86 DANIEL DRIVE, 100 DANIEL DRIVE AND 1004/1006 WHITE PINE DRIVE SHALL NOT BE IMPACTED DURING CONSTRUCTION UNTIL ANOTHER MEANS OF SEWER SERVICE IS PROVIDED.
3. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING THE LIMITS OF ANY EXISTING SEPTIC FIELD AND AVOIDING IMPACT DURING CONSTRUCTION UNTIL ANOTHER MEANS OF SEWER SERVICE IS PROVIDED.
4. ALL OF THE INFRASTRUCTURE PAST THE RIGHT OF WAY IS THE RESPONSIBILITY OF THE LANDOWNER. THIS INCLUDES ANY CONSTRUCTION AND MAINTENANCE.





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Krystal Powell

MEETING DATE: 11/6/2025

AGENDA SECTION: Consent

DEPARTMENT: Finance

TITLE OF ITEM: Authorizing Closure of Wells Fargo Health & Welfare Account – *Krystal Powell, Finance Director*

SUGGESTED MOTION(S):

I move City Council to adopt the Resolution Authorizing Closure of the Health & Welfare bank account at Wells Fargo and removal of that account as an official depository.

SUMMARY:

The Health & Welfare account is no longer necessary due to the closure of our MERP claim program and due to the closure of our Health & Welfare Internal Service Fund.

BUDGET IMPACT: Transfer balance in account to General Fund and W&S Fund

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

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

ATTACHMENTS:

Resolution

Resolution # _____

RESOLUTION AUTHORIZING CLOSURE OF BANK ACCOUNTS AND REMOVAL OF OFFICIAL DEPOSITORY

WHEREAS, G.S. 159-31 requires that all deposits of a local government or public authority be made with one or more official depositories designated by the governing board, and that such depositories shall be banks, savings and loan associations, or trust companies authorized to do business in North Carolina; and

WHEREAS, G.S. 159-31 further provides that the governing board shall designate the official depositories by resolution and that all deposits shall be made in the name of the unit or public authority and in accordance with Chapter 159 of the North Carolina General Statutes; and

WHEREAS, the City Council of the City of Hendersonville previously designated Wells Fargo as an official depository and established one or more accounts therein; and

WHEREAS, the City Council now finds it necessary and appropriate to terminate such designation and close one of the accounts held at Wells Fargo as those funds will be maintained in other official depositories duly designated in accordance with G.S. 159-31;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE

1. **Closure of Accounts.** The Finance Director is hereby authorized and directed to close the Health and Welfare account that is in the name of the City of Hendersonville at Wells Fargo. Any remaining balances shall be transferred to the Wells Fargo Central Depository account that is still in place and was previously designated by the governing board pursuant to G.S. 159-31.
2. **Removal of Depository.** The City Council hereby removes **Wells Fargo – Health & Welfare account** as an official depository of the City of Hendersonville as provided in G.S. 159-31.
3. **Compliance with Law.** The Finance Director shall ensure that all public moneys are thereafter deposited only in depositories officially designated by the governing board and that all deposits are made in the name of the City of Hendersonville in compliance with G.S. 159-31 and related statutes.
4. **Record of Depositories.** The City Clerk is directed to update the list of official depositories to reflect this action and to maintain it as part of the unit's official records.
5. All actions taken by the Finance Director to carry out the terms of this resolution are hereby ratified and approved.

Adopted this 6th day of November 2025



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Floyd **MEETING DATE:** 11/06/2025
AGENDA SECTION: CONSENT **DEPARTMENT:** Administration
TITLE OF ITEM: November 2025 Budget Amendments – *Jennifer Floyd, Management Analyst*

SUGGESTED MOTION(S):

I move City Council adopt budget amendments 11062025-01, 11062025-02, 11062025-03, 11062025-04, 11062025-05, 11062025-06, and 11062025-07 as presented.

SUMMARY:

11062025-01: An amendment increasing the Finance Department’s personnel and benefits lines in both the General Fund (\$20,499) and Water & Sewer Fund (\$88,797) to on-board a part-time accountant and utility billing position.

11062025-02: An amendment to the Sewer Collection System Master Plan moving budgeted project expenditures from the Grant Project Fund (301) to the Water & Sewer Operating Fund (060) due to accounting rules (GASB). The total project appropriation remains \$370,350.

11062025-03: A budget amendment increasing General Fund grant revenue and Tree Board expenditures to reflect an Arbor Day grant received by the City for \$28,000.

11062025-04: An amendment to the Stormwater Wash Creek Master Plan, moving budgeted project expenditures from the Stormwater Capital Project Fund (467) to the Stormwater Operating Fund (067) due to accounting rules (GASB). The total project appropriation remains \$150,000.

11062025-05: An FY25 amendment to the Helene Project Fund (360), the Governmental Capital Project Fund (410), and the Water & Sewer Capital Project Fund (460) reflecting the funds in which expenditures will most appropriately occur based on accounting rules (GASB).

11062025-06: An amendment reducing 2025 water and sewer revenue bond proceeds appropriated for the water treatment plant scour system (#HEF02) by \$540,000 to increase the water treatment backwash pump project (#24009) by \$540,000. The City now anticipates the scour system project will be funded by FEMA and intends to use recent debt issuance to fund the design portion of the backwash pump project with 2025 revenue bond funds. The remaining/construction portion of the backwash pump project will be funded by a future year revenue bond.

11062025-07: An amendment reflecting a \$38,512 contribution/donation to the downtown fund, which will be leveraged to install a stairlift at the former downtown offices.

BUDGET IMPACT: Described Above

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

If no, describe how it will be funded.

ATTACHMENTS:

1. Budget Amendments 11062025-01 through 11062025-07

TO MAYOR & COUNCIL
APPROVAL: November 06, 2025

FISCAL YEAR 2026
FORM: 11062025-01

BUDGET AMENDMENT

FUND 010 | 060

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-1008-501001	Local Sales & Use Tax	6,800,000	20,499	-	6,820,499
010-1008-501001	Salaries & Wages - Regular	272,706	2,240	-	274,946
010-1008-501002	Salaries & Wages - Part-Time/Temp/Aux	13,026	12,168	-	25,194
010-1008-502001	FICA Tax Expense	21,934	1,102	-	23,036
010-1008-502005	Group Med. & Life Ins.	43,575	2,921	-	46,496
010-1008-502050	Retirement Expense	39,142	2,068	-	41,210
FUND 010 General Fund	TOTAL REVENUES	6,800,000	20,499	-	6,820,499
	TOTAL EXPENDITURES	390,383	20,499	-	410,882
060-0000-470900	Fund Bal. Appropriated	737,750	88,797	-	826,547
060-1008-501001	Salaries & Wages - Regular	921,267	42,560	-	963,827
060-1008-501002	Salaries & Wages - Part-Time/Temp/Aux	39,245	18,252	-	57,497
060-1008-502001	FICA Tax Expense	73,490	4,652	-	78,142
060-1008-502005	Group Med. & Life Ins.	209,466	14,606	-	224,072
060-1008-502050	Retirement Expense	131,010	8,727	-	139,737
FUND 060 Water & Sewer Fund	TOTAL REVENUES	737,750	88,797	-	826,547
	TOTAL EXPENDITURES	1,374,478	88,797	-	1,463,275

An amendment to the Finance Department personnel budget for a part-time Accountant and full-time Utility Billing position in FY26.

The City Manager and City Clerk certify budget ordinance amendment 11062025-01 was approved by City Council on November 06, 2025.

City Manager

Date

City Clerk

Date

TO MAYOR & COUNCIL
APPROVAL: November 06, 2025

FISCAL YEAR 2026
FORM: 11062025-02

BUDGET AMENDMENT

FUND 060 | 301

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
060-0000-420050	Grant (NCDEQ)	-	150,000	-	150,000
060-0000-598901	Transfer Out (to 301, #G2601)	737,750	-	220,750	517,000
060-7155-519200-24010	Contracted Services	-	370,350	-	370,350
FUND 060	TOTAL REVENUES	-	150,000	-	-
Water & Sewer Fund	TOTAL EXPENDITURES	-	370,350	220,750	-
301-0000-470100-G2601	Transfer In (from 060)	-	-	220,750	(220,750)
301-0000-420050-G2601	Grant (NCDEQ)	-	-	150,000	(150,000)
301-7155-519200-G2601	Contracted Services	-	-	370,750	(370,750)
FUND 301	TOTAL REVENUES	-	-	220,750	-
Grant Fund	TOTAL EXPENDITURES	-	-	520,750	-

A budget amendment amending Project #G2601 Sewer Collection System Master Plan. The amendment moves the allocated funds out of the Grant Project Fund and into the Operating Fund.

The City Manager and City Clerk certify budget ordinance amendment 11062025-02 was approved by City Council on November 06, 2025.

City Manager

Date

City Clerk

Date

TO MAYOR & COUNCIL
APPROVAL: November 06, 2025

FISCAL YEAR 2026
FORM: 11062025-03

BUDGET AMENDMENT

FUND 010

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-420050	Grant Revenue (Arbor Day)	-	28,000	-	28,000
010-1525-532272	Tree Board Expenditures	36,300	28,000	-	64,300
FUND 010	TOTAL REVENUES	-	28,000	-	28,000
General Fund	TOTAL EXPENDITURES	36,300	28,000	-	64,300

An amendment increasing grant revenue budget by \$28,000 in the General Fund for an Arbor Day grant.

The City Manager and City Clerk certify budget ordinance amendment 11062025-03 was approved by City Council on November 06, 2025.

City Manager

Date

City Clerk

Date

TO MAYOR & COUNCIL
APPROVAL: November 06, 2025

BUDGET AMENDMENT

FUND 301 467

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET
301-7555-420050- G2603	Grant Revenue (HMG/Ad. Assit)	150,000
301-7555-550102-G2603	Capital Outlay- Service & Fees	150,000
FUND 301	TOTAL REVENUES	150,000
Grant Fund	TOTAL EXPENDITURES	150,000
467-7555-420050-G2603	Grant Revenue (HMG/Ad. Assit)	-
467-7555-550102-G2603	Capital Outlay- Service & Fees	-
FUND 467	TOTAL REVENUES	-
Stormwater Capital Fund	TOTAL EXPENDITURES	-

An amendment moving the funding for G2603 (Wash Creek Stormwater Project) into Fund 467
The City Manager and City Clerk certify budget ordinance amendment 11062025-04 was approved

City Manager

City Clerk

FISCAL YEAR 2026
FORM: 11062025-04

Γ

INCREASE	DECREASE	REVISED BUDGET
-	150,000	-
-	150,000	-
-	150,000	-
-	150,000	-
150,000	-	150,000
150,000	-	150,000
150,000	-	-
150,000	-	-

37.

proved by City Council on November 06, 2025.

Date

Date

TO MAYOR & COUNCIL
APPROVAL: November 06, 2025

FISCAL YEAR 2025
FORM: 11062025-05

BUDGET AMENDMENT

FUND 360 | 410 | 460

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
360 - Revenues	FEMA Grants/Reimb. (Helene)	5,000,000	-	3,324,000	1,676,000
360 - Revenues	NCEM Loan (Helene)	1,172,004	-	-	1,172,004
360 - Expenditures	FEMA Grants/Reimb. Expenditures (Helene)	5,000,000	-	5,000,000	-
360 - Expenditures	NCEM Loan Expenditures (Helene)	1,172,004	-	-	1,172,004
360-HEA01	Helene Expenditures - HEA01	-	395,000	-	395,000
360-HEB01	Helene Expenditures - HEB01	-	1,175,000	-	1,175,000
360-HEZ01	Helene Expenditures - HEZ01	-	106,000	-	106,000
FUND 360	TOTAL REVENUES	6,172,004	-	3,324,000	2,848,004
NCEM/Insurance	TOTAL EXPENDITURES	6,172,004	1,676,000	5,000,000	2,848,004
410	FEMA Grants/Reimb. (Helene)	-	501,500	-	501,500
410-HEE01	Helene Expenditures - HEE01	-	295,000	-	295,000
410-HEG14	Helene Expenditures - HEG14	-	97,000	-	97,000
410-HEC05	Helene Expenditures - HEC05	-	100,100	-	100,100
410-HEG11	Helene Expenditures - HEG11	-	4,000	-	4,000
410-HEG06	Helene Expenditures - HEG06	-	4,500	-	4,500
410-HEE02	Helene Expenditures - HEE02	-	300	-	300
410-HEG04	Helene Expenditures - HEG04	-	300	-	300
410-HEF27	Helene Expenditures - HEF27	-	300	-	300
Fund 410	TOTAL REVENUES	-	501,500	-	501,500
Helene Projects	TOTAL EXPENDITURES	-	501,500	-	501,500
460	FEMA Grants/Reimb. (Helene)	-	2,822,500	-	2,822,500
460-HEB01	Helene Expenditures - HEB01	-	790,000	-	790,000
460-HEF02	Helene Expenditures - HEF02	-	1,120,000	-	1,120,000
460-HEF03	Helene Expenditures - HEF03	-	12,500	-	12,500
460-HEF04	Helene Expenditures - HEF04	-	2,000	-	2,000
460-HEF05	Helene Expenditures - HEF05	-	5,000	-	5,000
460-HEF08	Helene Expenditures - HEF08	-	142,000	-	142,000

460-HEF16	Helene Expenditures - HEF16	-	470,000	-	470,000
460-HEF18	Helene Expenditures - HEF18	-	30,000	-	30,000
460-HEF19	Helene Expenditures - HEF19	-	35,000	-	35,000
460-HEF20	Helene Expenditures - HEF20	-	32,000	-	32,000
460-HEF21	Helene Expenditures - HEF21	-	20,000	-	20,000
460-HEF22	Helene Expenditures - HEF22	-	60,000	-	60,000
460-HEF23	Helene Expenditures - HEF23	-	30,000	-	30,000
460-HEF24	Helene Expenditures - HEF24	-	63,000	-	63,000
460-HEF25	Helene Expenditures - HEF25	-	8,000	-	8,000
460-HEF06	Helene Expenditures - HEF06	-	3,000	-	3,000
Fund 460	TOTAL REVENUES	-	2,822,500	-	2,822,500
Helene Projects	TOTAL EXPENDITURES	-	2,822,500	-	2,822,500

An amendment moving Helene Project budget from Fund 360 to Fund 410 and Fund 460 to reflect expenditures in the appropriate project funds.

The City Manager and City Clerk certify budget ordinance amendment 11062025-05 was approved by City Council on November 06, 2025.

City Manager

Date

City Clerk

Date

TO MAYOR & COUNCIL
APPROVAL: September 04, 2025

FISCAL YEAR 2026
FORM: 11062025-06

BUDGET AMENDMENT

FUND 459 460					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
459-0000-470900	Fund Balance Appropriated	300,000	-	-	300,000
459-0000-598901	Transfer Out (to 460, #22013 - WTP Residuals)	300,000	-	-	300,000
FUND 459	TOTAL REVENUES	300,000	-	-	300,000
W&S Capital Reserve Fund	TOTAL EXPENDITURES	300,000	-	-	300,000
460-0000-470010-HEF02	Debt Proceeds ('25 Revenue Bond)	540,000	-	540,000	-
460-7035-550103-HEF02	Capital Outlay-CIP	540,000	-	540,000	-
FUND 460 (#HEF02)	TOTAL REVENUES	540,000	-	540,000	-
Mills River Scour	TOTAL EXPENDITURES	540,000	-	540,000	-
460-0000-470010-24009	Debt Proceeds ('25 Revenue Bond)	-	540,000	-	540,000
460-0000-470010-24009	Debt Proceeds ('27 Revenue Bond)	3,200,000	-	540,000	2,660,000
460-7035-550103-24009	Capital Outlay-CIP	3,200,000	-	-	3,200,000
FUND 460 (#24009)	TOTAL REVENUES	3,200,000	540,000	540,000	3,200,000
WTP Backwash Pump	TOTAL EXPENDITURES	3,200,000	-	-	3,200,000
460-0000-470010-17127	Debt Proceeds ('25 Revenue Bond)	428,883	-	-	428,883
460-7055-550103-17127	Capital Outlay-CIP	428,883	-	-	428,883
FUND 460 (#17127)	TOTAL REVENUES	428,883	-	-	428,883
NCDOT Highland Lake Rd	TOTAL EXPENDITURES	428,883	-	-	428,883
460-0000-470010-19207	Debt Proceeds ('25 Revenue Bond)	2,464,379	-	-	2,464,379
460-7055-550103-19207	Capital Outlay-CIP	2,464,379	-	-	2,464,379
FUND 460 (#19207)	TOTAL REVENUES	2,464,379	-	-	2,464,379
WTP15MGD Expansion	TOTAL EXPENDITURES	2,464,379	-	-	2,464,379
460-0000-470010-22013	Debt Proceeds ('25 Revenue Bond)	2,342,000	-	-	2,342,000
460-0000-470100-22013	Transfer In (from 459)	300,000	-	-	300,000
460-7035-550103-22013	Capital Outlay-CIP	2,642,000	-	-	2,642,000
FUND 460 (#22013)	TOTAL REVENUES	2,642,000	-	-	2,642,000
WTP Residuals	TOTAL EXPENDITURES	2,642,000	-	-	2,642,000
460-0000-470010-24004	Debt Proceeds ('25 Revenue Bond)	434,636	-	-	434,636
460-1014-550103-24004	Capital Outlay-CIP	434,636	-	-	434,636
FUND 460 (#24004)	TOTAL REVENUES	434,636	-	-	434,636
CCTV Truck	TOTAL EXPENDITURES	434,636	-	-	434,636

460-0000-470010-25003	Debt Proceeds ('25 Revenue Bond)	500,000	-	-	500,000
460-1014-550103-25003	Capital Outlay-CIP	500,000	-	-	500,000
FUND 460 (#25003) 110 Williams St. Reno.	TOTAL REVENUES	500,000	-	-	500,000
	TOTAL EXPENDITURES	500,000	-	-	500,000
460-0000-420050-16036	Grant Revenue (FY24 State Appropriation)	14,528,750	-	-	14,528,750
460-0000-470010-16036	Debt Proceeds ('25 Revenue Bond - Project Fund)	3,500,000	-	-	3,500,000
460-0000-470010-16036	Debt Proceeds ('25 Revenue Bond - Issuance Cost)	369,259	-	-	369,259
460-7135-550103-16036	Capital Outlay-CIP	18,028,750	-	-	18,028,750
460-7002-560900-16036	Cost of Issuance	369,259	-	-	369,259
FUND 460 (#16036) Biosolids Dryer	TOTAL REVENUES	18,398,009	-	-	18,398,009
	TOTAL EXPENDITURES	18,398,009	-	-	18,398,009
SubTotal 2025 Revenue Bond Project Fund					10,209,898
SubTotal 2025 Revenue Bond Closing Costs					369,259
TOTAL 2025 Revenue Bond					10,579,157

An amendment decreasing 2025 water and sewer revenue bond proceeds budget available for the water treatment plant scour project (#HEF02) and increase the water treatment plant sludge transfer and backwash project (#24009) by \$540,000. The City anticipates FEMA funds related to Helene to fund the scour project.

The City Manager and City Clerk certify budget ordinance amendment 11062025-06 was approved by City Council on September 04, 2025.

City Manager

Date

City Clerk

Date

TO MAYOR & COUNCIL
 APPROVAL: November 06, 2025

FISCAL YEAR 2026
 FORM: 11062025-07

BUDGET AMENDMENT

FUND 010					
ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
020-0000-460090	Contribution/Donation (Downtown)	-	38,512	-	38,512
020-2102-554001	Capital Outlay- Equipment Other Than	20,000	38,512	-	58,512
FUND 010	TOTAL REVENUES	-	38,512	-	38,512
General Fund	TOTAL EXPENDITURES	20,000	38,512	-	58,512
An amendment increasing contribution revenue \$38,512 to reflect a donation from Friend of Downtown to cover the cost of a stairlift at the Downtown office.					

The City Manager and City Clerk certify budget ordinance amendment 11062025-07 was approved by City Council on November 06, 2025.

 City Manager

 Date

 City Clerk

 Date



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Logan Hickey	MEETING DATE:	11/6/2025
AGENDA SECTION:	Consent Agenda	DEPARTMENT:	Finance, Water & Sewer
TITLE OF ITEM:	Sole Source Repair of Water Treatment Facility VFD - <i>Logan Hickey, Chad Freeman, Darren Allman</i>		

SUGGESTED MOTION(S):

I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the ratification of approving this Sole Source VFD repair for the City's Water Treatment Facility.*

SUMMARY:

The City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water and Sewer Department. The City has a total of four pumps controlled by independent variable frequency drives (VFDs) that pump treated water into the water system. One of the pumps is out of service due to issues with its VFD. The system was constructed with four pumps to provide critical equipment redundancy when one unit is down. However, given the criticality of the equipment, the City issued an emergency Purchase Order for this repair on 10/31/25 as it qualifies as "...a special emergency involving the health and safety of the people or their property" per General Statute 143-129(e)(2).

City staff are submitting this to Council also as a sole source justification. Rockwell is the sole source of the VFD that has stopped functioning and is the only source that is able to repair the unit while keeping the existing factory warranties. Use of any other repair service would negate factory warranties and would pose significant functional risks since Rockwell is the original manufacturer. Note that Rexel USA Inc. is the only authorized distributor of Rockwell products (including Allen-Bradley) in this area. The Purchase Order for Rockwell has been issued thru Rexel USA Inc. Based on General Statute # 143-129e(6), we are requesting Council to ratify the waiving of competition based on the sole source nature of this repair.

BUDGET IMPACT: \$36,171.18

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

ATTACHMENTS:

Sole Source Letter
 Rockwell Remanufacturing Justification Info Document
 Rockwell Remanufacturing Process Document

Resolution # _____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE RATIFICATION OF SOLE SOURCE REPAIR OF BROKEN PUMP
FOR WATER TREATMENT FACILITY**

WHEREAS, the City of Hendersonville’s Finance Department is submitting this request on behalf of the City’s Water and Sewer Department; and,

WHEREAS, the City has a total of four pumps controlled by independent variable frequency drives (VFDs) that pump treated water into the water system; and,

WHEREAS, one of the pumps is out of service due to issues with its VFD. The system was constructed with four pumps to provide critical equipment redundancy when one unit is down. However, given the criticality of the equipment, the City issued an emergency Purchase Order for this repair on 10/31/25 as it qualifies as “...a special emergency involving the health and safety of the people or their property” per General Statute 143-129(e)(2); and,

WHEREAS, the City issued an emergency Purchase Order for this repair on 10/31/25 as it qualifies as “...a special emergency involving the health and safety of the people or their property” per General Statute 143-129(e)(2); and,

WHEREAS, city staff are submitting this to Council also as a sole source justification. Rockwell is the sole source of the VFD that has stopped functioning and is the only source that is able to repair the unit while keeping the existing factory warranties. Use of any other repair service would negate factory warranties and would pose significant functional risks since Rockwell is the original manufacturer. Note that Rexel USA Inc. is the only authorized distributor of Rockwell products (including Allen-Bradley) in this area. The Purchase Order for Rockwell has been issued thru Rexel USA Inc.; and,

WHEREAS, based on General Statute # 143-129e(6), we are requesting Council to ratify the waiving of competition based on the sole source nature of this repair.; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that City staff is authorized to waive competition for this purchase based on the sole source nature of this repair.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of November, 2025.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Remanufacturing process



RECEIVE AND REPAIR

Receive and verify

- Catalog number, series and revisions identified
- Check for any applicable warranty coverage
- Review product configuration and history

Repair

- Part disassembled and cleaned
- Point of failure(s) identified and repaired

ADDITIONAL BENEFITS OF REMANUFACTURING

Revisions and enhancements

- Firmware and hardware updates
 - Only available from Rockwell Automation as the original equipment manufacturer (OEM)

Proactive component verification

- Individual components/sub-assemblies inspected and tested
- Replace inoperable components
- Proactively replace marginal or aged components where needed

Functional and load testing

- Proprietary OEM testing
- Confirm product performs to specifications

Environmental simulation

- Temperature testing
- Shock/Vibration testing
- Humidity testing

RETURN QUALITY REMANUFACTURED UNIT

Final preparation

- Clean and visually inspect unit
- Label with revision information
- Include accessories such as keys, batteries and instruction manual

Return part

- Repair report
- Custom-engineered, anti-static bags and containers
- Secure shipping
 - Options for expedited shipping may be available



Quality remanufacturing minimizes security risks, improves production uptime and lessens downtime risk.



Enable the circular economy with sustainable repairs that prolong the life of your assets.



Decrease MRO spend compared to buying new; options for repair agreements can simplify budgeting.

12 Month warranty

Every remanufactured part receives a minimum 12-month* comprehensive warranty on the entire unit.

*Up to 24-month warranty, depending on the service and region.

► **Learn more** about the remanufacturing process

Do you know where your parts have been?

Unauthorized repair vendors could introduce unknown risks.

Overall operational efficiency can be compromised **when quality is not the priority.**

Repeat failures due to poor quality can lead to:

- Increased maintenance costs
- Decreased equipment uptime
- Unknown security risks
- Higher maintenance, repair and operations (MRO) spend

Choosing substandard suppliers can expose you to significant unplanned downtime. It's time to defend your installed base from security breaches and improve asset reliability with a certified process and genuine parts.

BEFORE



AFTER

We follow a comprehensive remanufacturing process to **extend the life of your Allen-Bradley® equipment**

We help you minimize risk by:

- Using trusted and verified OEM components and suppliers
- Updating firmware to the latest version
- Proactively replacing aged and worn components

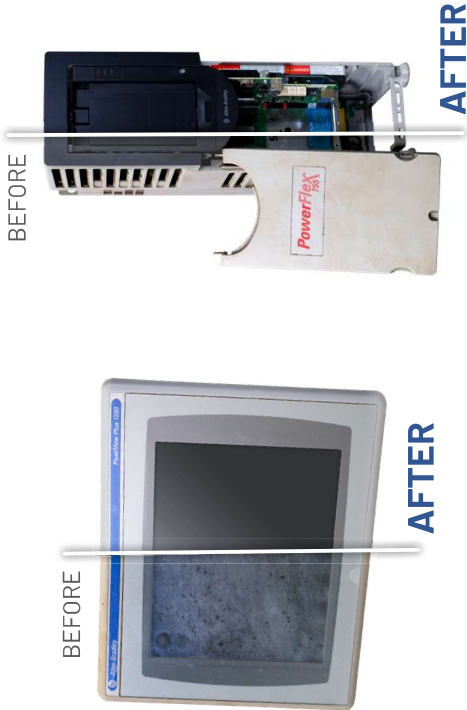
WHEN IT COMES TO REMANUFACTURING, DON'T COMPROMISE QUALITY

With over 120 years of manufacturing experience, you can trust Rockwell Automation to provide quality repairs when you need them, and Repair+ service agreements to simplify the process!

Improve asset utilization with increased reliability and **longer mean time between failures**

Quality is built into every step of our comprehensive remanufacturing process:

- We implement engineering changes impacting safety, reliability or performance
- Access to a global staff of engineering and technical experts on products
- Capability for more in-depth testing such as high temperature, shock, vibration or humidity testing



As the manufacturer of Allen-Bradley® products, we are **the only authorized service supplier of OEM-specified components** for these products. Surveys show that Allen-Bradley products repaired by **other companies can result in 3x the failure rate** compared to products remanufactured by Rockwell Automation.*

*Rockwell Automation customer data



1336 Plus, 1336 Plus, Allen-Bradley, Lifecycle Services, PanelView Plus and PowerFlex are trademarks of Rockwell Automation, Inc. Copyright © 2023 Rockwell Automation, Inc. All Rights Reserved. Printed in USA. Publication 8950-SP003D-1-EN - July 2023 Reproduction of this document without permission is prohibited.

A trusted process from a trusted Original Equipment Manufacturer

Services available	Rockwell Automation Remanufacturing Services	Competitors' Repair
Tracks new product warranty	✓	X
voids new product warranty	X	✓
Track quality history for life of serial number	✓	?
Remanufacturing warranty covers entire unit	✓	?
OEM documented repair procedures followed	✓	X
OEM original parts replacement	✓	X
Product-enhancing firmware updates	✓	X
Functional testing to OEM specifications	✓	X
Immediate replacement option	✓	?
Return shipping included in price	✓	?
Global service availability	✓	?

To learn how remanufacturing can improve your productivity, or to enroll in a **Repair+ service agreement**, contact your local authorized Allen-Bradley distributor or Rockwell Automation sales office or visit: rok.auto/reman

Get your free repair quote today!
Visit myrockwellautomation.com and navigate to 'My Repairs' to create a repair quote and provide detailed failure information

expanding human possibilities

Section 5, Item K.



Rockwell Automation
Charlotte Office
9401 Southern Pine Blvd, Suite E
Charlotte, NC 28273 USA
Tel 1.704.665.6000
www.rockwellautomation.com

October 29, 2025

City of Hendersonville
Attn: Chad Freeman
305 Williams Street
Hendersonville, NC 28792

Re: **Rockwell Automation Authorized Allen-Bradley Distributors**

Rockwell Automation extends and enhances its own significant automation capabilities by partnering with a network of authorized distributors. Some of the many benefits that customers enjoy working with their local authorized Allen-Bradley distributor include:

- Access to local distributor inventory (including spares and replacement parts)
- Technical assistance from local distributor product specialists
- A knowledgeable staff that has access to factory training
- Rockwell Automation support of local distributor activities

REXEL USA INC. – Asheville, NC is the only distributor authorized by Rockwell Automation to sell **Allen-Bradley** and **Rockwell** Software products, along with related services; including technical support contracts as well as training, in the geographic area in which your facility is located. As a matter of Company policy, Rockwell Automation only provides product and sales support to the local authorized distributor, and it is our practice and policy to always promote and recommend that customers buy from their local authorized Allen-Bradley / Rockwell Automation distributor. Rockwell Automation discourages purchasing from non-authorized sources, including distributors who may hold an Allen-Bradley appointment in another area.

If you purchase Allen-Bradley / Rockwell Automation products from an unauthorized source, you may not receive the latest version. The latest version of Allen-Bradley products, along with related factory product services, only is available through your local authorized Allen-Bradley / Rockwell Automation distributor.

Also, products that are not purchased directly from Rockwell Automation or its local authorized distributor may not be covered by a manufacturer's warranty. Rockwell Automation's standard manufacturer's warranty covers new Allen-Bradley products for a period of one year from the date of Rockwell Automation's or its authorized Allen-Bradley distributor's invoice to the customer.

expanding human possibility



Allen-Bradley
by ROCKWELL AUTOMATION



FactoryTalk
by ROCKWELL AUTOMATION



Rockwell Automation
Charlotte Office
9401 Southern Pine Blvd, Suite E
Charlotte, NC 28273 USA
Tel 1.704.665.6000
www.rockwellautomation.com

As a result, there is no assurance that products sourced from unauthorized parties will carry a valid and unexpired manufacturer's warranty. Customers purchasing products from unauthorized sources should not assume that they will receive any rights under any Rockwell Automation factory warranty. Only an authorized Allen-Bradley distributor may offer access to factory warranty coverage on Allen-Bradley products.

We recognize that price can be an important consideration in any purchasing decision; however, it also is important that customers understand what they are getting for that price (or in the case of purchases from an unauthorized source, what they are not getting). Rockwell Automation firmly believes that the best customer value in the long-run is achieved by dealing with the local authorized Allen-Bradley distributor.

Should you have any further questions, please do not hesitate to contact **REXEL USA INC.** at 828-255-8899 or your local Rockwell Automation sales office at 704-665-6000.

Respectfully,

A handwritten signature in black ink that reads 'Stacy Reading'.

Stacy Reading

Territory Account Manager

cc: **REXEL USA INC.** – Asheville, NC

Post Script

The services referenced above include but are not limited to the Rockwell Automation Repair / Remanufacturing Services provided through our authorized distributor. A repair of a Rockwell Automation item through a non-authorized source would negate any factory warranty.

Best Regards,

Jay Pittroff
Partner Manager - Distributor
Rockwell Automation
(704)287-1174
e-mail: jjpittroff@rockwellautomation.com

expanding human possibility



Allen-Bradley
by ROCKWELL AUTOMATION



FactoryTalk
by ROCKWELL AUTOMATION



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

Blair Myhand, Police Chief

MEETING DATE:

October 2, 2025

AGENDA SECTION:

Consent

DEPARTMENT:

Police

TITLE OF ITEM:

Position of Criminal Investigations Bureau Captain reclassified to civilian Communications and Technology Bureau Manager

SUGGESTED MOTION(S):

Motion to reclassify the position of Criminal Investigations Bureau Captain to a civilian Communications and Technology Bureau Manager.

SUMMARY:

Staff have re-evaluated the current position of Criminal Investigations Bureau Captain and have concluded the bureau is operating sufficiently under the leadership of a Lieutenant and a captain level in this bureau is not needed currently.

Staff propose the position be changed to a civilian Communications and Technology Bureau Manager. This position is needed to manage the growing demands of emerging technologies to include real-time crime center, emergency communications, downtown cameras, etc.

BUDGET IMPACT: N/A

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

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



JOB DESCRIPTION

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

Communications and Technology Bureau Manager

Department: Police
Pay Grade: 24
FLSA Status: Exempt

JOB SUMMARY

The Communications and Technology Bureau Manager is responsible for the oversight, planning, and management of all police communications systems, technology infrastructure, and related support services. This position ensures reliable, secure, and effective communication and technology resources that support law enforcement operations, emergency response, and public safety. The Manager leads the Communications and Technology Bureau that includes the Emergency Communications Center, all Information and Operations Technology, and other support functions, supervises staff, coordinates with other agencies, and ensures compliance with federal, state, and local regulations.

An employee in this position will be tasked with development of operational policies, research and integration of new emerging technologies, and ensuring the bureau operates in alignment with departmental goals and objectives. This position has oversight of the following systems and programs including CAD/RMS, radio communications, mobile data, body-cameras, unmanned aerial systems (drones), Real-Time Operations Center (RTOC) processes, and data-driven crime analysis tools. The principal duties of this class are performed in a combination of administrative office settings, secure communications facilities, and in coordination with field operations. This classification is supervisory and reports directly to the Chief of Police. Work is evaluated based on meeting budget allocations, achievement of performance goals, successful implementation of technology projects, positive employee morale, and quality of service provided to both internal and external customers.

ESSENTIAL JOB FUNCTIONS

Communications Management:

- Oversee the operation of the police communications/dispatch center, ensuring 24/7 reliability and efficiency.

- Ensure compliance with applicable laws, regulations, and standards related to public safety communications (FCC, CJIS, NCIC, etc.).
- Develop and maintain policies, procedures, and training programs for communications personnel.
- Manage and evaluate communication equipment including radios, CAD (Computer-Aided Dispatch), 911 systems, and mobile data systems.

Technology Management:

- Direct and manage police technology systems including records management systems (RMS), body-worn cameras, mobile technology, digital evidence platforms, and security systems.
- Oversee technology upgrades, cybersecurity measures, and system integration projects.
- Serve as liaison with IT vendors, service providers, and regional/state communications networks.
- Monitor emerging technologies and recommend strategies to enhance operational effectiveness.

Leadership & Administration:

- Supervise, train, and evaluate communications, technology, and support staff.
- Prepare and manage budgets for communications and technology operations, including equipment acquisition and maintenance.
- Monitors expenditures and seeks grant funding to support technology and operational enhancements where applicable.
- Develop long-term strategic plans for communications and technology infrastructure.
- Ensure continuity of operations through disaster recovery and emergency preparedness planning.
- Completes and reviews performance appraisal with staff and sets goals to enhance performance and professional development.
- Foster collaboration with other city departments, emergency services, and regional partners.
- Performs other related job duties as assigned.

QUALIFICATIONS

Education & Experience:

- Associate's degree in criminal justice, Information Technology, Communications, or related field.
- Six (6) or more years of progressively responsible experience in public safety communications, information technology, or a related field, with at least six (6) years in a supervisory or management role.
- Completion of an executive command leadership program (FBI National Academy, Northwestern SPSC, or equivalent program) or the ability to complete within one year.

- Equivalent combination of education and experience may be considered.

Knowledge, Skills and Abilities:

- Knowledge of principles and practices of law enforcement work, including federal, state, and local laws and ordinances affecting law enforcement at the local level.
- Knowledge of management practices, including developing operating and capital budgets, adapting law enforcement efforts to changing legal requirements, and fiscal management.
- Thorough knowledge of public safety communications systems, operations, and regulatory requirements.
- Thorough knowledge of law enforcement technology platforms, including CAD, RMS, mobile data systems, digital evidence systems, and emerging technologies such as drones, analytics platforms, and Real-Time Crime Center operations.
- Knowledge of personal and special equipment and tools used in law enforcement.
- Knowledge of principles and practices related to employee development, personnel management, and resource allocation.
- Knowledge of general processes related to budgeting and purchasing.
- Plan and manage one or more operational or staff divisions, including law enforcement and civilian employees.
- Ability to analyze complex problems, evaluate effective solutions, and implement improvements.
- Ability to prepare and present detailed reports, project plans, and budgets, including annual operating and multi-year capital budgets.
- Ability to communicate ideas effectively, both orally and in writing.
- Strong organizational, leadership, and communication skills.
- Ability to supervise and manage personnel, including conducting performance evaluations, recommending promotions, handling discipline, and making new hire recommendations.
- Ability to establish and maintain effective working relationships with law enforcement agencies, external partners, and the public.

Special Qualifications:

- Possession of a valid Driver's License to operate a motor vehicle. Requirement exists at the time of hire and as a condition of continued employment.
- DCIN Certification, Module 1-3.
- NC DCIN Terminal Agency Coordinator Indoctrination class provided by SBI/CJIS, or ability to obtain in one year.

PHYSICAL DEMANDS

Work in this classification is defined as light/medium work requiring the physical exertion of up to 25 pounds of force occasionally and/or up to a negligible amount of force frequently or constantly to move objects. Work is generally performed in an office environment and secure

communications facilities, with occasional site visits to operational areas. Physical demands require climbing, crouching, crawling, standing, walking and lifting. Vocal communication is required for responding to inquiries, expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels. Visual acuity is required for depth perception, preparing, and analyzing written or computer data, visual inspection of products, operation of machines, determining the accuracy and thoroughness of work. Work requires dexterity in the hands for typing and operation of standard office equipment.

WORK ENVIRONMENT

Work is performed in a combination of office, secure facility, and occasionally outdoor settings. The position may require attendance at after-hours meetings, participation in emergency response situations, and availability for on-call assignments during critical incidents or system outages.

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

Resolution #_____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
APPLY FOR ECONOMIC DEVELOPMENT ADMINISTRATION DISASTER
RECOVERY FUNDS TO SUPPORT THE WASTEWATER TREATMENT
FACILITY EXPANSION AND IMPROVEMENTS PROJECT**

WHEREAS, the US Economic Development Administration (EDA) administers a funding program for disaster recovery infrastructure, including water and wastewater, and

WHEREAS, the City of Hendersonville has need for and intends to complete a Wastewater Treatment Facility Expansion and Improvements project, and

WHEREAS, the City of Hendersonville intends to request EDA grant assistance for the project, and

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

1. That the City of Hendersonville, the Applicant, will apply for funding from EDA to apply to a scope of work within the wastewater treatment facility flood mitigation project.
2. That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.
3. That Adam Steurer, Utilities Director, the Authorized Representative and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the EDA for a grant to aid in the construction of the project described above.
4. That the Authorized Representative, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
5. That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of November, 2025.

Barbara Volk, Mayor
City of Hendersonville

Attest:

Jill Murray, City Clerk

Angela Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Michael Huffman, Stormwater Director **MEETING DATE:** 11/06/25

AGENDA SECTION: PRESENTATIONS **DEPARTMENT:** Stormwater

TITLE OF ITEM: Sullivan Park and Brooklyn Stream Restoration – APWA Stormwater Project of the Year

SUGGESTED MOTION(S):

N/A

SUMMARY:

The Sullivan Park/Brooklyn Stream Restoration Project was awarded the 2025 Stormwater Project of the Year for Natural Systems by the American Public Works Association NC Stormwater Division at this year’s annual conference in Asheville. This project was a collaboration between the City Stormwater Department, Green Meadows Neighborhood, RiverLink, Jennings Environmental, and Baker Grading. The project received funding from the City, NC 319 Grant Program, and the Water Resource Development Grant. Through thoughtful engineering, inclusive partnerships, and place-based outreach like the “Name That Creek” campaign, the Sullivan Park Stream Restoration demonstrates how stormwater projects can deliver environmental, social, and cultural benefits that endure for generations.

BUDGET IMPACT: NONE

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

If no, describe how it will be funded. NA

ATTACHMENTS:



CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY
PLANNING DIVISION

SUBMITTER: Matthew Manley **MEETING DATE:** October 9, 2025

AGENDA SECTION: New Business **DEPARTMENT:** Community Development

TITLE OF ITEM: Rezoning: Standard Rezoning –Locust St Small Area Rezoning | 25-78-RZO –
Matthew Manley, AICP | Long-Range Planning Manager

SUGGESTED MOTION(S):

<u>For Recommending Approval:</u> I move Planning Board recommend City Council <u>adopt</u> an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of properties possessing PINS: 9569-80-4214 & 9569-80-2387 & 9569-80-4629, from I-1, Industrial Zoning District to CMU, Central Mixed Use Zoning District, based on the following: 1. The petition is found to be <u>Consistent</u> with the City of Hendersonville Gen H Comprehensive Plan based on the information from the staff analysis and because: The proposed zoning of CMU aligns with the Gen H 2045 Comprehensive Plan Future Land Use & Conservation Map and the Character Area Description for ‘Downtown’. 2. Furthermore, we find this petition to be reasonable and in the public interest based on the information from the staff analysis, public hearing and because: 1. CMU Zoning is more compatible than I-1 Zoning due to the differences in dimensional standards and permitted uses. 2. CMU Zoning better protects the existing character of the built environment and supports recent reinvestment in the economic vitality of the 7th Ave District 3. CMU Zoning will protect against incompatible Industrial uses. [DISCUSS & VOTE]	<u>For Recommending Denial:</u> I move Planning Board recommend City Council <u>deny</u> an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of properties possessing PINS: 9569-80-4214 & 9569-80-2387 & 9569-80-4629, from I-1, Industrial Zoning District to CMU, Central Mixed Use Zoning District, based on the following: 1. The petition is found to be <u>Consistent</u> with the City of Hendersonville Gen H Comprehensive Plan based on the information from the staff analysis and because: The proposed zoning of CMU aligns with the Gen H 2045 Comprehensive Plan Future Land Use & Conservation Map and the Character Area Description for ‘Downtown’. 2. Furthermore, we do not find this petition to be reasonable and in the public interest based on the information from the staff analysis, public hearing and because: 1. CMU Zoning would reduce the number of permitted uses 2. CMU Zoning would reduce the required dimensional standards (setbacks, min. lot size, etc.) 3. CMU Zoning would further shift the area from its industrial roots [DISCUSS & VOTE]
---	--

SUMMARY: The City of Hendersonville is initiating a rezoning for consenting property owners

in the Locust St Area to rezone properties from I-I, Industrial to CMU, Central Mixed Use. These owners and properties include multiple condo owners at 822 Locust St (PIN: 9569-80-4214), R Four Holdings at 824 Locust St Ste 300 (PIN: 9569-80-2387) and Scott & Dean Miller at 0 Lynn St (PIN: 9569-80-4629). Previously Daniel Huggins & Hailey Lamoreux (Applicants / Owners) at 824 Locust St Suite 400 (PIN: 9569-80-2471) along with Dennis Dunlap at 415 8th Ave E (PIN: 9569-80-4238), Kari Moer at 824 Locust St Suite 200 (PIN: 9569-80-2395), and Daniel Mock with AYD Partners at 0 Lynn St (PIN: 9569-80-3335) participated in a rezoning to CMU for this area. Additional property owner were given the opportunity to participate as well. The three additional properties before you represent those providing consent. Any future rezonings in this area will be by petition of the property owners.

Planning Staff initially identified the need for a rezoning of the I-I properties in this area over 4 years ago. Though a ‘small area rezoning’ did not take place at that time, with the submittal of a rezoning application for CMU in August 2025, Planning Staff opened up the opportunity for select properties to join in on the rezoning. Per new state laws, property owners must consent to rezonings of this nature. Properties participating in the rezoning will benefit in the following ways:

- 1) CMU Zoning would make non-conforming buildings conforming;
- 2) CMU Zoning would permit current land uses to continue;
- 3) CMU Zoning would permit additional desired future land uses that I-I zoning does not;
- 4) CMU Zoning would prevent incompatible uses.

PROJECT/PETITIONER NUMBER:	25-07-RZO
PETITIONER NAME:	○ Southern Appalachian Brewing (Cubbins), R Four Holdings (Tolles), Daniel Mock, & Hunting Creek Associates – Condo Owners of 822 Locust St (PIN: 9569-80-4214) ○ R Four Holdings (Tolles) – Owners of 824 Locust St Ste 300 (PIN: 9569-80-2387) ○ Scott & Dean Miller – Owners of 0 Lynn St (PIN: 9569-80-4629)
ATTACHMENTS:	1. Staff Report 2. Zoning District Comparison 3. Comprehensive Plan Consistency & Criteria Evaluation Worksheet 4. Draft Ordinance 5. Consent Forms

STANDARD REZONING:
LOCUST ST SMALL AREA REZONING - I-1 TO CMU
(25-78-RZ0)
CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT
STAFF REPORT

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PROJECT SUMMARY

- Project Name & Case #:
 - Locust St Small Area Rezoning (I-1 to CMU)
 - 25-78-RZO
- Applicant & Property Owner:
 - Southern Appalachian Brewing (Cubbins), R Four Holdings (Tolles), Daniel Mock, & Hunting Creek Associates – Condo Owners
 - R Four Holdings (Tolles) – Owners
 - Scott & Dean Miller – Owners
- Property Address or PINS:
 - 822 100 Locust St (9569-80-4214)
 - 822 200 Locust St (9569-80-4214)
 - 822 300 Locust St (9569-80-4214)
 - 822 400 Locust St (9569-80-4214)
 - 824 Locust St Ste 300 (9569-80-2387)
 - 0 Lynn St (9569-80-4629)
- Project Acreage:
 - 3 Acres
- Current Parcel Zoning:
 - I-1 Industrial
- Proposed Zoning District:
 - CMU, Central Mixed Use
- Future Land Use Designation:
 - Downtown



SITE VICINITY MAP

In addition to the properties rezoned last month, the City of Hendersonville is initiating a rezoning for consenting property owners in the Locust St Area to rezone the area from I-1, Industrial to CMU, Central Mixed Use. These additional owners and properties include multiple condo owners at 822 Locust St (PIN: 9569-80-4214), R Four Holdings at 824 Locust St Ste 300 (PIN: 9569-80-2387) and Scott & Dean Miller at 0 Lynn St (PIN: 9569-80-4629).

Planning Staff initially identified the need for a rezoning of the I-1 properties in this area over 4 years ago. Though a 'small area rezoning' did not take place at that time, with the submittal of a rezoning application for CMU, Planning Staff opened up the opportunity for select properties to join in on the rezoning. Per new state laws, property owners must consent to rezonings of this nature. Properties participating in the rezoning will benefit in the following ways:

- 1) CMU Zoning would make non-conforming buildings conforming;*
- 2) CMU Zoning would permit current land uses to continue;*
- 3) CMU Zoning would permit additional desired future land uses that I-1 zoning does not;*
- 4) CMU Zoning would prevent incompatible uses.*

SITE IMAGES



View of subject properties along Locust St that have been identified for potential rezoning



View of Side / Rear of previously rezoned property

SITE IMAGES



View of 415 8th Ave (previously rezoned property)



View of block of subject properties with buildings fronting Locust St that have been identified for potential rezoning

SITE IMAGES



View of rear of vacant parcel on Lynn St potential rezoning candidate



View of cell tower in close vicinity. Property was considered but is NOT included in rezoning request due to non-conformity with CMU uses.

PROPOSED SMALL AREA REZONING BACKGROUND

The evolving nature of urban land uses, particularly within the 7th Ave District, requires that zoning be reevaluated on a recurring basis to determine if it aligns with the needs of today and provides for the visions of tomorrow. In consideration of the public and private investments made in recent years and the future economic opportunities this area presents, all indications are that the current zoning standards (Industrial) need to be updated to better foster a mix of land uses while preserving a walkable, urban neighborhood form. This opportunity has been on Planning Staff's radar for a number of years. However, the submittal for a rezoning application in this block of Locust St has served as a catalyst for initiating a needed "small area rezoning".

Impacts/Rationale: There are three primary reasons why this potential rezoning would have a positive impact to property owners and the city:

1) Bring Existing Structures into Conformity / Secure Character of Area. The setbacks for I-1 are substantial (Front – 30', Sides – 20', Rear – 20'). Any structures that do not currently meet those setbacks are considered "*legal non-conforming structures*", making them subject to certain limitations. All of the structures identified for this rezoning are non-conforming structures. Should any of these non-conforming buildings become substantially damaged for any reason, they would have to be repaired/rebuilt in conformity with the I-1 setbacks. Many of the structures currently have 0' front and side setbacks. If substantially damaged, the buildings would have to be pushed back 30' from the sidewalk and 20' on sides and rear – drastically altering the character of the area. Furthermore, any new additions to these buildings would also be subject to the I-1 setbacks.

Alternatively, the setbacks for CMU are much more relaxed and allow for buildings to utilize the full property with buildings allowed 12' from the curb /generally the edge of the sidewalk and 0' setbacks/common walls on the sides and rear. Rezoning the properties from I-1 to CMU would eliminate the non-conformities and make the existing structures "conforming". This would go a long way towards helping to preserve the special character of the area.

2) Better Alignment of Permitted Uses – While the Industrial zoning allows for 26 more "permitted uses" than CMU, the CMU zoning allows for, amongst other important uses, 'multi-family residential' whereas I-1 zoning does not. Adding multi-family residential to the list of uses that are permitted on these properties creates a significant economic opportunity that better aligns with the emerging trends and desires of the 7th Ave area. In other words, multi-family residential is more likely to be a desired future land use than those currently permitted under I-1. In addition to multi-family, the following uses are allowed in CMU but not in I-1:

- | | |
|--------------------------|----------------------------|
| I & 2-Family Residential | Cultural Art Buildings |
| Offices | Dance & Fitness Facilities |
| Theaters | Music & Art Studios |
| Coin-operated Laundries | |

Additionally, CMU zoning also allows: microbreweries, distilleries, cideries and wineries, food trucks, retail stores, restaurants, dry cleaning, construction trades, small-scale manufacturing, telecommunications antennas, and other uses that are already present in the 7th Ave / Locust St area.

Meanwhile, Industrial zoning permits any of the following uses:

- Freight terminals

Storage Yards

Concrete Plants

Vehicle & Heavy Equipment Storage Areas

And more...
- Drive-thru restaurants

Treatment Plants

Vehicle Repair with Outdoor Storage

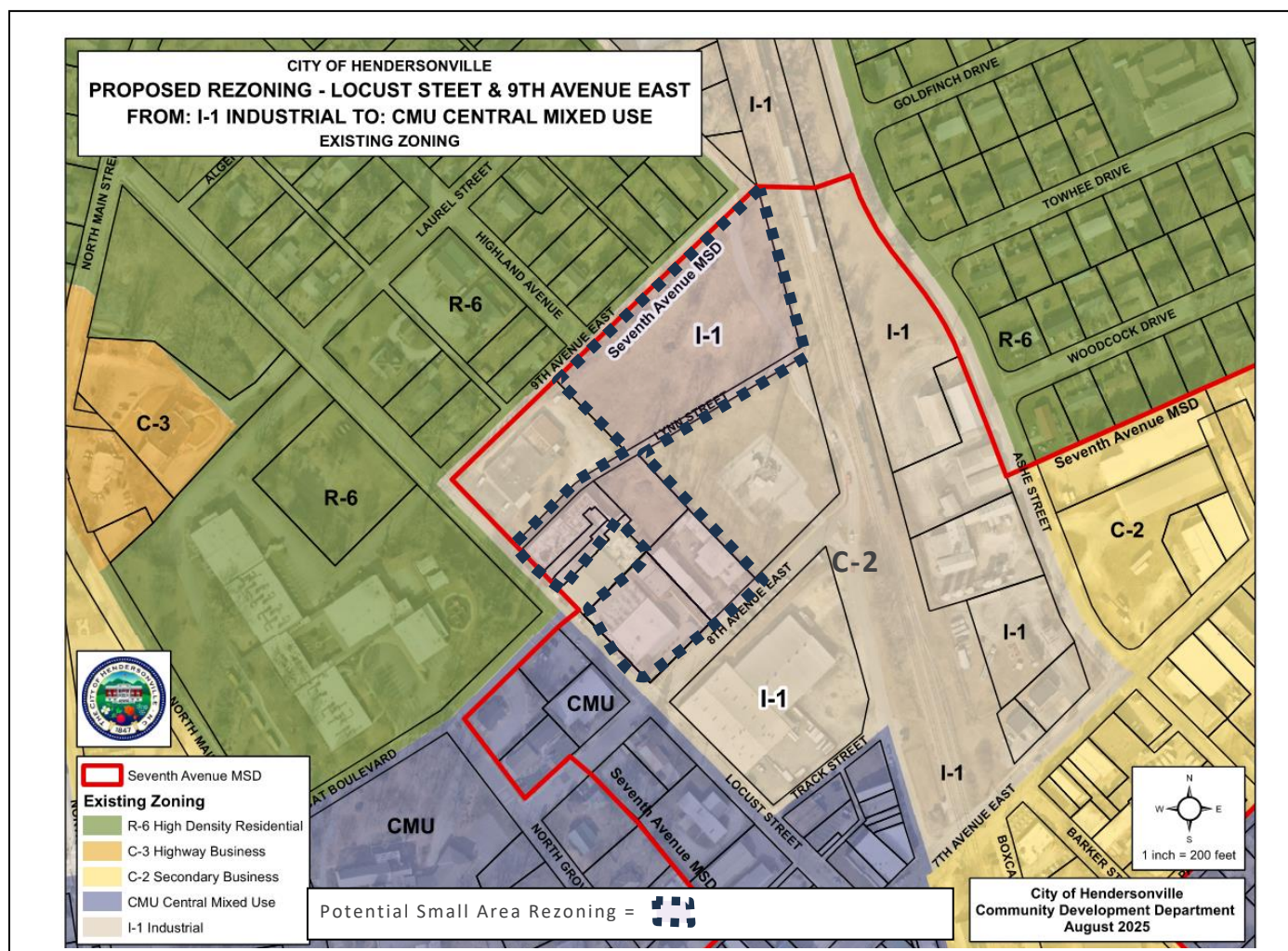
3) Better Alignment with Adopted Vision - CMU better aligns with the shared vision for this area as has been reflected in the recent investments made by both the public and private sectors. The City’s *Gen H Comprehensive Plan* (adopted August 2024) designated this area as “Downtown” in the Future Land Use map. These properties are also located within the boundary of the 7th Ave MSD.

These distinctions point towards needing a zoning district that better aligns with urban growth trends and plans rather than towards industrial growth trends – which in today’s market are more interstate oriented.

Next Steps: Under recent changes to state law, property owner consent is required for rezonings of this nature. Upon receipt of the initial application, City staff immediately collected contact information for each property owner that could potentially benefit from the “small area rezoning”. Staff communicated via numerous emails, letters, phone calls and meetings to help present the rezoning opportunity to property owners and to give them the opportunity to consent to the rezoning.

A very well-attended property owners’ meeting was held on August 26th at Southern Appalachian Brewery where questions were asked and discussions were held. Understandably, property owners were skeptical of any change. Staff has done our best to allay concerns and clearly communicate a balanced explanation of the implications of rezoning vs not rezoning. Staff anticipates that additional property owners will consent to rezoning prior to the City Council hearing. As such, staff has provided two motions for approval to Planning Board.

EXISTING ZONING & LAND USE



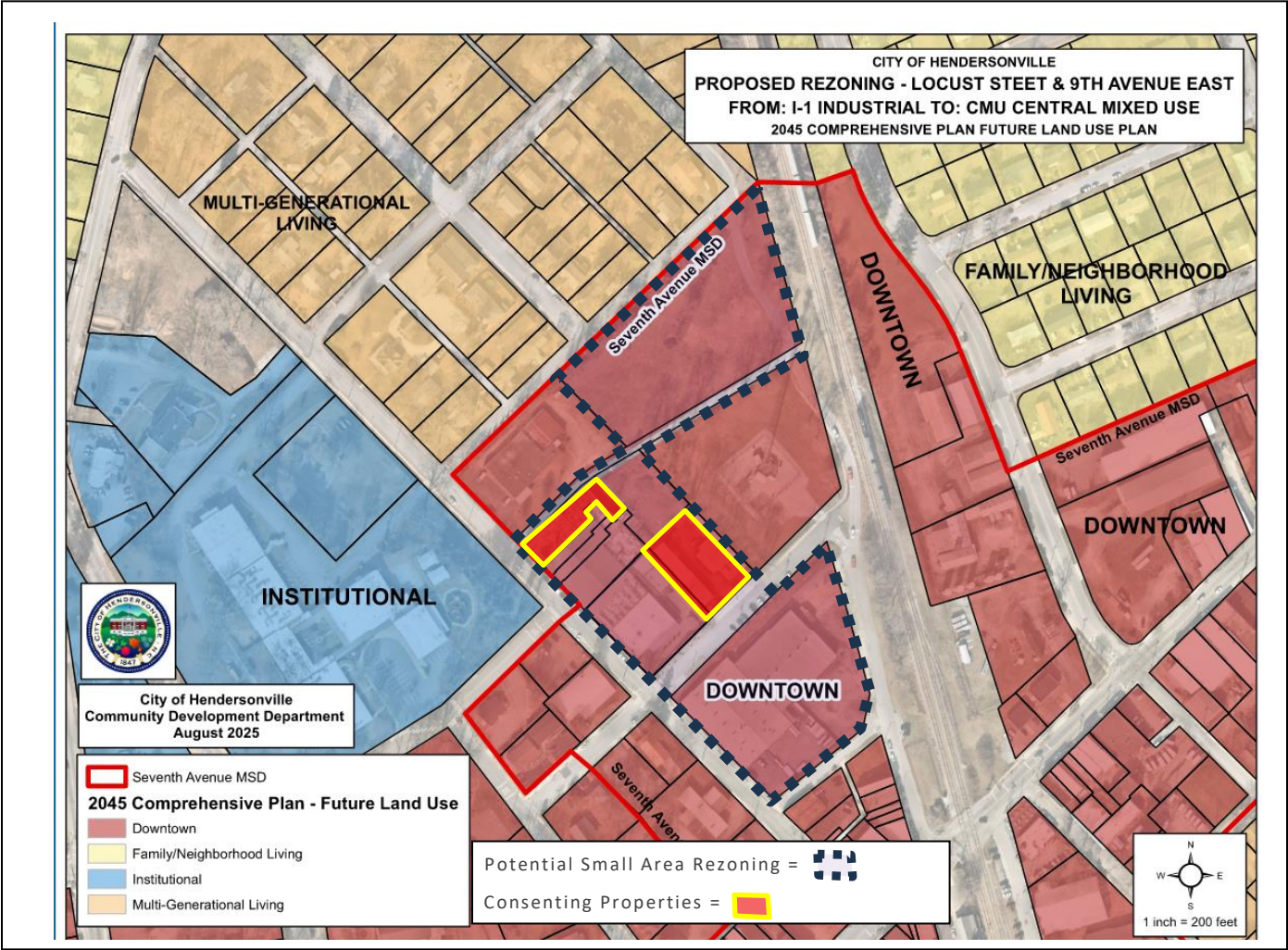
Existing Zoning & Current Land Use Map

The subject properties and proposed properties are all in the corporate limits of the City of Hendersonville and currently zoned I-1, Industrial. Central Mixed Use (CMU) Zoning is located across the street and continues south towards Main St. The properties are located in 7th Ave Municipal Service District (MSD). They are situated in a historic part of town located between the 7th Ave Depot Historic National Register District and the Cold Springs Park National Register Historic District.

The principal property contains a two/three story brick building original constructed in 1926 as a Coca-Cola plant. The property at 415 8th Ave which has also consented to the rezoning is home to a micro-brewery. Other uses in the block of properties that have yet to consent include: microbrewery, retail, and small-scale manufacturing.

The land uses in this area are typical of an area transitioning from a mid-century railroad-oriented industrial district to a revitalized urban mixed-use node. The evolving character of the area has developed over the last 15 years due to a variety of public and private investments. The future economic opportunities for this area better align with the uses and standards permitted under CMU.

FUTURE LAND USE



Future Land Use & Conservation Map

The City’s Gen H 2045 Comprehensive Plan designates the subject property as “Downtown” in the Future Land Use & Conservation Map. The adjacent properties to the south and east are also designated Downtown. To the east, the properties containing Bruce Drysdale, County Veteran Services Building are designated as Institutional. MGL and FNL are in close proximity which makes this location ideal for a walkable, mixed use district. Downtown Character Area Description:

This is the heart of the community and center of civic activities. In addition to governmental uses, it includes a mix of retail, restaurant, service, office, and civic uses. A variety of residential housing types complement the nonresidential uses and ensure a vibrant center with a 24/7 population. The mix of uses can be horizontal or vertical, with changes between floors of the same building. Buildings of two or more stories are common, and streets feature short block lengths and pedestrian facilities. Open spaces include plazas and formal greens.

REZONING STANDARDS (ARTICLE 11-4)

GENERAL REZONING STANDARDS: COMPREHENSIVE PLAN CONSISTENCY	
1) COMPREHENSIVE PLAN CONSISTENCY	<u>LAND SUPPLY, SUITABILITY & INTENSITY</u> <u>Land Supply</u> - The applicant property was <u>not</u> identified as. Other properties in the potential rezoning area (primarily the vacant properties) were identified as <i>Underutilized</i> in the Land Supply Map. <u>Suitability</u> – These underutilized properties were identified as <i>Moderate to Highly Suitable</i> for all three - Residential, Industrial and Commercial uses. <u>Development Intensity</u> - The subject property is located in an area designated as <i>Highest.</i> <u>Focus Area</u> - The subject property is located in the <i>7th Ave Focus Area</i> and adjacent to the <i>Downtown Edge Focus Area</i>. The existing buildings are shown to be preserved. The vacant lot on Lynn St is shown as townhomes. It states that new uses in the area should be “...a mix of residential and commercial uses. New development should be sensitive to the character and form of the surrounding context.” <u>Focused Intensity Node</u> – Downtown is its own Focused Intensity Node. <u>Downtown Master Plan</u> – The properties are located in the Downtown Master Plan and designated in the <i>7th Ave Downtown Character Area</i>. Locust St is designated as a <i>Downtown</i> street type.
	<u>FUTURE LAND USE & CONSERVATION MAP</u> Character Area Designation: Downtown Character Area Description: Consistent with CMU Downtown Character Area Designation: 7th Ave Downtown Character Area Description: Consistent with CMU Zoning Crosswalk: Consistent with CMU
2) COMPATIBILITY	Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property
	[In addition to a general analysis of the existing conditions, staff has utilized the Gen H Comprehensive Plan as a guide for further evaluating issues related to “compatibility”. The analysis below includes an assessment of how the project aligns with the overall Goals and overarching Guiding Principles found in Chapter IV and Downtown Master Plan found in Chapter V of the Gen H Plan] <u>EXISTING CONDITIONS</u> The subject property and each property proposed for the small area rezoning is currently zoned I-I, Industrial. The subject property is part of a row of buildings fronting Locust St extending from Lynn St to 8th Ave. These buildings were constructed in 1926 and served as the Coca-Cola bottling plant. It was conveyed to staff that the buildings had a spur line connection to the railroad which ran under 8th Ave and was used to deliver and receive goods. The spur line is gone and the nearby railroad is currently only used for the storage of freight cars. This row of zero-lot line buildings is divided into separate units, each of which is owned individually or as part of a condominium association. Some units are vacant while the

others are active with the following uses: small-scale manufacturing, office, retail, and microbrewery. Other neighboring properties considered for the rezoning including two vacant lots on Lynn St, the Guidon Brewing property on 8th Ave and the multi-tenant ProSource plumbing and hardware building at 806 Locust St. Each of the known current land uses for these properties are permissible under CMU and I-I. However, each of the existing structures on these properties are considered “legal, non-conforming” structures because they are not compliant with the dimensional standards (setbacks, lot size, and min. lot width) for I-I zoning. This makes these properties subject to the Non-conforming Standards in Chapter 6 of the Zoning Code. Rezoning to CMU would reclassify the structures as conforming and these properties would no longer be subject to Non-conforming Standards. Furthermore, Rezoning to CMU would not create any Non-conforming Uses. The uses that are in place today would be permitted under CMU, including Small-Scale Manufacturing. Furthermore, many uses permitted under I-I would be incompatible with these existing land uses. Meanwhile the uses in CMU that are not permitted in I-I are compatible with the area. Examples of these CMU uses not allowed in I-I include: Multi-Family Residential, Music & Art Studios, Offices (business, professional and public), Theatres, Dance & Fitness Facilities, Cultural Art Buildings, etc. When considering both the differences between I-I and CMU’s dimensional standards and permitted uses, CMU is more compatible with the Locust St / 7th Ave area.

GEN H COMPREHENSIVE PLAN GOALS (Chapter IV)

- Vibrant Neighborhoods:** Consistent
- Abundant Housing Choices:** Consistent
- Healthy and Accessible Natural Environment:** Consistent
- Authentic Community Character:** Consistent
- Safe Streets and Trails:** Consistent
- Reliable & Accessible Utility Services:** Consistent
- Satisfying Work Opportunities:** Consistent
- Welcoming & Inclusive Community:** Consistent
- Accessible & Available Community Uses and Services:** Consistent
- Resilient Community:** Consistent

GEN H COMPREHENSIVE PLAN GUIDING PRINCIPLES (Chapter IV)

- Mix of Uses:** Consistent
- Compact Development:** Consistent
- Sense of Place:** Consistent
- Conserved & Integrated Open Spaces:** Consistent
- Desirable & Affordable Housing:** Consistent
- Connectivity:** Consistent
- Efficient & Accessible Infrastructure:** Consistent

DESIGN GUIDELINES ASSESSMENT – The existing buildings on Locust St from Lynn St to 8th Ave are excellent example of historic

	buildings that reflect the type of traditional design that is prom... the Downtown Design Guidelines. Because no new development is proposed, a full assessment of the building and site design was not performed.
3) Changed Conditions	Whether and the extent to which there are changed conditions, trends or facts that require an amendment - The 7th Ave District, including Locust St, has been one of the most rapidly changing areas in Hendersonville over the last 5-10 years. Both public and private investments have stabilized and celebrated the historical integrity of the district while providing new life in the form of public infrastructure and vibrant economic opportunity. The former industrial roots of the buildings along Locust St are evolving to house a mix of uses that serve a variety of urban needs and appetites. Recent updates to the I-I Zoning District Standards requires that areas of the City that are no longer functioning as Industrial Districts update their zoning designation to accommodate appropriate and compatible uses and dimensional standards.
4) Public Interest	Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public health, safety and general welfare - Adoption of CMU zoning would have a range of positive impacts for the broader community. 1) CMU would make existing non-conforming buildings conforming. This would help to preserve the existing character of the area - allowing these buildings to be expanded in conformity with existing character and to be rebuilt in the case of a disaster, 2) CMU would prevent incompatible Industrial Land Uses such as: <i>adult entertainment, storage yards, body shops, video gambling, animal boarding, fast food, treatment plants</i>, etc. 3) CMU would allow for new uses that are compatible with the emerging character of the area such as the current uses on Locust St & 7th Ave and additional uses that are complimentary to those uses (see compatibility above). 4) CMU zoning aligns with the community-led, publicly-informed and Council-adopted growth management vision for the City.
5) Public Facilities	Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment Rezoning to CMU allows new opportunities for reinvestment in the city core and greater utilization of existing infrastructure.
6) Effect on Natural Environment	Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands and wildlife -

There is no immediate development proposed on the subject properties and no predicted impact on the natural environment as a result of this rezoning.

REZONING STANDARDS ANALYSIS & CONDITIONS

Staff Analysis

- 1) Comprehensive Plan Consistency - Staff finds CMU zoning to be clearly Consistent across the board with the *Gen H Comprehensive Plan* and the *Downtown Character Area Description*
- 2) Compatibility –CMU Zoning is found to be more compatible with the surrounding land uses than the current I-I zoning due to differences in dimensional standards and permitted uses.
- 3) Changed Conditions – Changed conditions include the emerging mixed-use, downtown character of this area that has slowly transformed its industrial roots. Changes to Industrial zoning will induce areas of town to adopt modern zoning when they are no longer functioning as industrial districts.
- 4) Public Interest - Staff finds that the proposed rezoning would be in the public interest for the following reasons: 1) protection of character existing built environment, 2) protection from incompatible industrial uses, 3) opportunity for introduction of new complimentary land uses, and 4) supportive of adopted community vision.
- 5) Public Facilities - CMU zoning allows for more efficient use of existing infrastructure
- 6) Effect on Natural Environment - N/A

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

The proposed zoning of CMU aligns with the Gen H 2045 Comprehensive Plan Future Land Use & Conservation Map and the Character Area Description for 'Downtown'.

We **[find/do not find]** this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:

DRAFT [Rationale for Approval]

- *CMU Zoning is more compatible than I-I Zoning due to the differences in dimensional standards and permitted uses.*
- *CMU Zoning would better protect the existing character of the built environment and support recent investments in the emerging economic future of the 7th Ave / Locust St district*
- *CMU would protect against incompatible Industrial uses*

DRAFT [Rational for Denial]

- *CMU Zoning would reduce the number of permitted uses*
- *CMU Zoning would further shift the area from its industrial roots*

PLANNING BOARD RECOMMENDATIONPROJECT#: 25-58-RZOMEETING DATE: October 9, 2025

PETITION REQUEST: Locust St Area Rezoning

APPLICANT/PETITIONER: City of Hendersonville (Applicant)

Southern Appalachian Brewing (Cubbins), R Four Holdings (Tolles), Daniel Mock, & Hunting Creek Associates – Condo Owners of 822 Locust St (PIN: 9569-80-4214)

R Four Holdings (Tolles) – Owners of 824 Locust St Ste 300 (PIN: 9569-80-2387)

Scott & Dean Miller – Owners of 0 Lynn St (PIN: 9569-80-4629)

PLANNING BOARD ACTION SUMMARY:

Staff gave a 2-minute presentation on the consenting property owners that have joined the Locust St area rezoning initiated by staff. Staff referenced the information presented at the Planning Board's previous meeting and the specific properties that also consented to have their property rezoned since that meeting. The Planning Board asked questions pertaining to which properties did not participate. In total Planning Board considered this item for 4 minutes.

OWNER PRESENTATION: No owners presented

PUBLIC COMMENT: One question was asked about the location of Locust St.

MOTION:

Tamara Peacock moved that the Planning Board recommend approval providing the following:

COMPREHENSIVE PLAN CONSISTENCY STATEMENT:

The proposed zoning of CMU aligns with the Gen H 2045 Comprehensive Plan Future Land Use & Conservation Map and the Character Area Description for 'Downtown'.

REASONABLENESS STATEMENT:

[Rationale for Approval]

1. CMU Zoning is more compatible than I-I Zoning due to the differences in dimensional standards and permitted uses.
2. CMU Zoning better protects the existing character of the built environment and supports recent reinvestment in the economic vitality of the 7th Ave District
3. CMU Zoning will protect against incompatible Industrial uses.

BOARD ACTION

- **Motion/Second:** Peacock / Gilgis
 - **Yeas:** Waters, Russell, Johnson, Gilgis, Rippy, Zafra, McKinley, Peacock (Vice), Robertson (Chair)
 - **Nays:** N/A **Absent:** Flores

PERMITTED & SPECIAL USES	
I-1 Industrial (Current) <i>Green = Same in both districts</i> <i>Red = Different from proposed district</i> <i>Orange = Caveat on use</i>	CMU, Central Mixed Use (Proposed) <i>Green = Same in both districts</i> <i>Red = Different from proposed district</i> <i>Orange = Caveat on use</i>
Permitted Uses: Accessory dwelling units subject to SS Accessory uses and structures Agricultural supplies, bulk Animal hospitals and clinics as long as they contain no outdoor kennels Automobile car washes Automobile sales and service Automobile paint and body work Bus stations Business services Cemeteries, mausoleums, columbariums, memorial gardens, and crematoriums Civic centers Concrete plants Congregate care facilities, subject to supplementary standards Construction trades facilities Convenience stores with or without gasoline sales Day care facilities Dry cleaning and laundry Exhibition buildings Exterminators Fairgrounds Farm equipment sales and service Feed and grain storage Freight terminals (SIC Groups 40, 41, 42) Funeral homes Golf courses and related activities Government facilities Health clubs and athletic facilities Heavy equipment, sales, rentals, leases, and service Heavy equipment storage Hospitals Hotels Laboratories with or without outdoor storage or operations Merchandise gaming operations Mini-warehouses	Permitted Uses: Accessory dwelling units Accessory uses & structures Adult care centers registered with DHSS Adult care homes Animal hospitals so long as they are totally enclosed Automobile car washes Banks & other financial institutions Bed & breakfast facilities Bus stations Business services Child care homes Congregate care facilities, subject to supplementary standards Construction trades facilities Convenience stores with or without gasoline sales Cultural art buildings Dance & fitness facilities Dry cleaning & laundry establishments containing less than 2,000 sq ft of floor space Funeral homes Garage apartments Home occupations Hotels & motels Laundries, coin-operated Microbreweries, micro-distilleries, micro-cideries, and micro-wineries, SS Mobile food vendors, subject to supplementary standards Music & art studios Newspapers and printing companies Nursing homes, subject to supplementary standards Offices, business, professional and public Parking lots & parking garages Parks Personal services Planned residential developments (minor), subject to the requirements of article VII, below

Mobile food vendors, subject to supplementary standards
 Motels
 Motor freight terminals
 Nursing homes, subject to supplementary standards
 Parking lots and parking garages
 Parks
 Passenger transportation terminals
 Personal services
 Private clubs
 Progressive care facilities, subject to supplementary standards
 Public and semi-public structures
 Publishing and printing establishments
 Radio and television broadcasting studios
 Recreational facilities, commercial, indoor
 Recreational facilities, commercial, outdoor
 Recycling centers
 Religious institutions
 Repair services, miscellaneous
 Research and development with or without outdoor storage and operations
 Rest homes, subject to supplementary standards contained in section 16-4, below
 Restaurants
 Restaurants, drive-in
 Retail stores
 Service stations
 Signs, subject to the provisions of article XIII
 Storage yards
 Telecommunications antennas, subject to supplementary standards
 Telecommunications towers, subject to supplementary standards
 Travel trailer sales
 Treatment plants, water and sewer
 Vehicle repair shops with or without outdoor operations and storage
 Vehicle storage areas, not to include junk yards and wrecking yards
 Wholesaling establishments
 Bottling plants
 Breweries
 Cideries
 Cideries, hard

Private clubs
 Progressive care facilities, subject to supplementary standards
 Public & semi-public buildings
 Recreational facilities, indoors
 Religious institutions
 Repair services, miscellaneous
 Residential dwellings, single family
 Residential dwellings, multi-family
 Residential dwellings, two-family
 Rest homes, subject to supplementary standards
 Restaurants
 Retail stores
 Schools, post-secondary, business, technical and vocational
 Schools, elementary & secondary
 Signs, subject to the provisions of article XIII, below
 Small scale manufacturing, subject to the supplementary standards
 Telecommunications antennas, subject to supplementary standards
 Theaters, indoors

Special Uses
 Childcare centers
 Civic clubs & fraternal organizations
 Public utility facilities
 Vehicle repair & service, without outdoor operations

Distilleries Food processing establishments, limited to dairy and bakery products, canneries, and beverage products Greenhouses and commercial nurseries Microbreweries, micro-distilleries, micro-cideries, and micro-wineries, subject to supplem. standards Wineries Manufacturing (selected industries) Special Uses Adult establishments Animal boarding facilities Civic clubs & fraternal organizations Electronic gaming operations Public utility facilities	
DIMENSIONAL STANDARDS	
<u>I-1 Industrial (Current)</u> <i>Green = Same in both districts</i> <i>Red = Different from proposed district</i> <i>Orange = Caveat on standard</i>	<u>CMU Commercial Mixed Use (Proposed)</u> <i>Green = Same in both districts</i> <i>Red = Different from proposed district</i> <i>Orange = Caveat on standard</i>
Dimensional Requirements: Minimum Lot Area in Square Feet: 40,000 Minimum Lot Width at Building Line in Feet: 100' Minimum Yard Requirements in Feet: Front: 35' Side: 20' Rear: 20' Maximum Height in Feet: 35' (or no cap with increased side setbacks) Max Density: N/A	Dimensional Requirements: Minimum Lot Area in Square Feet: 0' Minimum Lot Width at Building Line: 0' Minimum Yard Requirements: Front: 12' from curb Side: 0' Rear: 0' Maximum Height in Feet: 36' or 64' (w/ 3 floors residential) Max Density: No Cap

Locust St Rezoning (25-58-RZO) I-1 to CMU		
Chapter 4 - The Vision for the Future	Consistent	Inconsistent
GOALS		
Vibrant Neighborhoods (Pg. 93)		
Promote lively neighborhoods that increase local safety.	Consistent	
Enable well-maintained homes, streets, and public spaces.	Consistent	
Promote diversity of ages (stage of life), income levels, and a range of interests.	Consistent	
The design allows people to connect to nearby destinations, amenities, and services.	Consistent	
Abundant Housing Choices (Pg. 93)		
Housing provided meets the need of current and future residents.	Consistent	
Range of housing types provided to help maintain affordability in Hendersonville.	Consistent	
Housing condition/quality exceeds minimum standards citywide	Consistent	
Healthy and Accessible Natural Environment (Pg. 94)		
Recreational (active and passive) open spaces are incorporated into the development.	Consistent	
Water quality is improved with the conservation of natural areas that serve as filters and soil stabilizers.	Somewhat Consistent	
Natural system capacity (floodplains for stormwater; habitats to support flora/fauna; tree canopy for air quality, stormwater management, and microclimate) is maintained.	Somewhat Consistent	
Development is compact (infill/redevelopment) to minimize the ecological footprint.	Consistent	
New development respects working landscapes (e.g., orchards, managed forests), minimizing encroachment.	Consistent	
Authentic Community Character (Pg. 94)		
Downtown remains the heart of the community and the focal point of civic activity	Consistent	
A development near a gateway sets the tone, presenting the image/brand of the community.	Consistent	
Historic preservation is utilized to maintain the city's identity.	Consistent	
City Centers and neighborhoods are preserved through quality development.	Consistent	
Safe Streets and Trails (Pg. 95)		
Interconnectivity is promoted between existing neighborhoods through the building out of street networks, including retrofits and interconnectivity of new developments.	Consistent	
Access is increased for all residents through the provision of facilities that promote safe walking, biking, transit, automobile, ride share, and bike share.	Consistent	
Design embraces the principles of walkable development.	Consistent	
Reliable & Accessible Utility Services		

Wastewater treatment (service and capacity) adequately serves existing and future development	Consistent	
A compact service area (infill, redevelopment) maximizes the utilization of existing infrastructure and feasible service delivery.	Consistent	
Satisfying Work Opportunities (pg. 96)		
The development promotes quality job options.	Consistent	
The lives of residents are enriched with opportunities to learn, build skills, and grow professionally.	Consistent	
Welcoming & Inclusive Community		
Accessibility exceeds minimum standards of ADA, fostering residents' and visitors' sense of belonging.	N/A	
An inviting public realm (i.e., parks, public buildings) reflects the attitudes of city residents and leaders, and helps residents develop a sense of place and attachment to Hendersonville.	Consistent	
Accessible & Available Community Uses and Services (Pg. 97)		
Private development is plentiful, meeting the demands of current and future populations.	Consistent	N/A
Resilient Community		
N/A		
GUIDING PRINCIPALS (pg. 98)		
Mix of Uses (Pg. 98)		
Revitalization of Outdated Commercial Areas	Consistent	
New business and office space promotes creative hubs.	Consistent	
Compact Development (Pg. 100)		
Development is consistent with efforts in the area to establish 15-minute neighborhoods.	Consistent	
The infill project is context sensitive [Small Infill Site].	Consistent	
Sense of Place (Pg. 102)		
The development contributes to Hendersonville's character and the creation of a sense of place through its architecture and landscape elements. [Placekeeping and Placemaking and 3rd Places]	Consistent	
Conserved & Integrated Open Spaces (Pg. 106)		
A diverse range of open space elements are incorporated into the development.	Consistent	
Desirable & Affordable Housing (Pg. 108)		
Missing middle housing concepts are used in the development.	Consistent	
Connectivity (Pg. 112)		
The development encourages multimodal design solutions to enhance mobility.	Consistent	
Efficient & Accessible Infrastructure (Pg. 114)		
The development utilizes existing infrastructure	Consistent	

Ordinance # ____ - ____

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR CERTAIN PARCELS (POSSESSING PIN NUMBERS: 9569-80-4214 & 9569-80-2387 & 9569-80-4629) BY CHANGING THE ZONING DESIGNATION FROM I-1 INDUSTRIAL ZONING DISTRICT TO CMU, CENTRAL MIXED USE ZONING DISTRICT

IN RE: Parcel Numbers: 9569-80-4214 & 9569-80-2387 & 9569-80-4629
Locust St Small Area Rezoning | File # 25-78-RZO

WHEREAS, the Planning Board took up this application at its regular meeting on October 9, 2025; voting to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on November 6, 2025, and

WHEREAS, City Council has found that this zoning map amendment is consistent with the City’s comprehensive plan, and that it is reasonable and in the public interest for the reasons stated, and

WHEREAS, City Council has conducted a public hearing as required by the North Carolina General Statutes on November 6, 2025,

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: 9569-80-4214 & 9569-80-2387 & 9569-80-4629, by changing the zoning designation from I-1 Industrial Zoning District to CMU, Central Mixed Use Zoning District
- 2. Any development of this parcel shall occur in accordance with the Zoning Ordinance of the City of Hendersonville, North Carolina.
- 3. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 6th day of November 2025.

Attest: _____
Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

City-Initiated Rezoning Consent Form:

I, Andrew Cubbin, formally acknowledge and consent to the rezoning of property located at
 (owner name)
822 Locust St. Ste 100 (PIN: 9369 80 4214). The City of Hendersonville may
 (street address)
 proceed with the rezoning of this property from I-1, Industrial Zoning District to CMU, Central Mixed Use Zoning
District. I understand that the rezoning of the property is entirely voluntary and that I am not required to agree to the
 rezoning. I further understand the impact of the rezoning will be to change the permissible land uses of the property
 as well as the dimensional standards and site development standards that are applied to new construction, shifting
 from those outlined in Section 5-12 of the City of Hendersonville Zoning Ordinance to those outlined in Section 5-19

Address of property to be rezoned:

Street: 822 Locust St. ste100

City: Hendersonville

State: NC

Or:

PIN: _____

Property Owner Printed Name:

Andrew Cubbin

Ownership Type (check appropriate box):

Individual ☐ Corporation ☒ LLC ☐ Trust ☐ Partnership ☐ Other _____

If not owned by "Individual", provide the printed name and title of person with legal authority to sign on behalf of owner below:

_____ Title: _____

Mailing Address of Property Owner: 822 Locust St, Ste 100

Owner Signature: Andrew Cubbin Date: 9/11/25
Andrew Cubbin (Sep 11, 2025 11:39:15 EDT)

Owner Signature: Andrew Cubbin Date: _____
Andrew Cubbin (Sep 11, 2025 11:39:15 EDT)

Owner Signature: Andrew Cubbin Date: _____
Andrew Cubbin (Sep 11, 2025 11:39:15 EDT)

Owner Signature: Andrew Cubbin Date: _____
Andrew Cubbin (Sep 11, 2025 11:39:15 EDT)

Rezoning Consent Form

Final Audit Report

2025-09-11

Created:	2025-09-11
By:	Matthew Manley (mmanley@hvlnc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFndXic0XIVluyvWlqkext9A4eGKzDYgK

"Rezoning Consent Form" History

-  Document created by Matthew Manley (mmanley@hvlnc.gov)
2025-09-11 - 2:19:51 PM GMT
-  Document emailed to mail@sabrewery.com for signature
2025-09-11 - 2:20:43 PM GMT
-  Email viewed by mail@sabrewery.com
2025-09-11 - 3:27:42 PM GMT
-  Signer mail@sabrewery.com entered name at signing as Andrew Cubbin
2025-09-11 - 3:39:13 PM GMT
-  Document e-signed by Andrew Cubbin (mail@sabrewery.com)
Signature Date: 2025-09-11 - 3:39:15 PM GMT - Time Source: server
-  Agreement completed.
2025-09-11 - 3:39:15 PM GMT

City-Initiated Rezoning Consent Form:

I, R Four Holdings, formally acknowledge and consent to the rezoning of property located at
 (owner name)
822 Locust Street, Suite 200 (PIN: 9569 80 4214). The City of Hendersonville may
 (street address)
 proceed with the rezoning of this property from I-1, Industrial Zoning District to CMU, Central Mixed Use Zoning
District. I understand that the rezoning of the property is entirely voluntary and that I am not required to agree to the
 rezoning. I further understand the impact of the rezoning will be to change the permissible land uses of the property
 as well as the dimensional standards and site development standards that are applied to new construction, shifting
 from those outlined in Section 5-12 of the City of Hendersonville Zoning Ordinance to those outlined in Section 5-19

Address of property to be rezoned:

Street: 822 Locust street, Suite 200-300

City: Hendersonville

State: NC

Or: 9569804214

PIN: _____

Property Owner Printed Name:

R Four Holdings

Ownership Type (check appropriate box):

Individual ☐ Corporation ☐ LLC ☒ Trust ☐ Partnership ☐ Other _____

If not owned by "Individual", provide the printed name and title of person with legal authority to sign on behalf of owner below:

Ilse Tolles Title: owner

822 Locust Street, Suite 200

Mailing Address of Property Owner:

Owner Signature: ilse tolles Date: 09/17/2025
ilse tolles (Sep 17, 2025 17:06:16 EDT)

Owner Signature: _____ Date: _____

Owner Signature: _____ Date: _____

Owner Signature: _____ Date: _____

Rezoning Consent Form

Final Audit Report

2025-09-17

Created:	2025-09-17
By:	Matthew Manley (mmanley@hvlnc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADCheeYKyMfSH_FaRvphoYPo5AUUnkP7id

"Rezoning Consent Form" History

-  Document created by Matthew Manley (mmanley@hvlnc.gov)
2025-09-17 - 6:05:49 PM GMT
-  Document emailed to ilse tolles (tollesilse@gmail.com) for signature
2025-09-17 - 6:06:32 PM GMT
-  Email viewed by ilse tolles (tollesilse@gmail.com)
2025-09-17 - 8:29:52 PM GMT
-  Document e-signed by ilse tolles (tollesilse@gmail.com)
Signature Date: 2025-09-17 - 9:06:16 PM GMT - Time Source: server
-  Agreement completed.
2025-09-17 - 9:06:16 PM GMT

City-Initiated Rezoning Consent Form:

The Mock Revocable Trust dated May 6, 2008
I, _____, formally acknowledge and consent to the rezoning of property located at
_____ (owner name)
822 Locust St., Ste 400, Hendersonville, NC 28792 (PIN: 956 - 9804214). The City of Hendersonville may
_____ (street address)
proceed with the rezoning of this property from I-1, Industrial Zoning District to CMU, Central Mixed Use Zoning
District. I understand that the rezoning of the property is entirely voluntary and that I am not required to agree to the
rezoning. I further understand the impact of the rezoning will be to change the permissible land uses of the property
as well as the dimensional standards and site development standards that are applied to new construction, shifting
from those outlined in Section 5-12 of the City of Hendersonville Zoning Ordinance to those outlined in Section 5-19

Address of property to be rezoned:

Street: 822 Locust St., Ste 400
City: Hendersonville
State: NC
Or: PIN: 9569804214

Property Owner Printed Name:

The Mock Revocable Trust dated May 6, 2008

Ownership Type (check appropriate box):

Individual ☐ Corporation ☐ LLC ☐ Trust ☒ Partnership ☐ Other _____

If not owned by "Individual", provide the printed name and title of person with legal authority to sign
on behalf of owner below:

Daniel Mock _____ Title: Trustee

Mailing Address of Property Owner: 638 Spartanburg Hwy, Ste 70-338, Hendersonville, NC 28792

Owner Signature: The Mock Revocable Trust dated May 6, 2008 Date: 9/10/25
The Mock Revocable Trust dated May 6, 2008 (Sep 10, 2025 17:02:19 EDT)

Owner Signature: The Mock Revocable Trust dated May 6, 2008 Date: _____
The Mock Revocable Trust dated May 6, 2008 (Sep 10, 2025 17:02:19 EDT)

Owner Signature: The Mock Revocable Trust dated May 6, 2008 Date: _____
The Mock Revocable Trust dated May 6, 2008 (Sep 10, 2025 17:02:19 EDT)

Owner Signature: The Mock Revocable Trust dated May 6, 2008 Date: _____
The Mock Revocable Trust dated May 6, 2008 (Sep 10, 2025 17:02:19 EDT)

Rezoning Consent Form

Final Audit Report

2025-09-10

Created:	2025-09-10
By:	Matthew Manley (mmanley@hvlnc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALyD0sHMN4MXRdczcnvwN88IVQeo8V3H

"Rezoning Consent Form" History

-  Document created by Matthew Manley (mmanley@hvlnc.gov)
2025-09-10 - 8:30:36 PM GMT
-  Document emailed to dan@rockwooddevelopment.com for signature
2025-09-10 - 8:31:07 PM GMT
-  Email viewed by dan@rockwooddevelopment.com
2025-09-10 - 8:47:37 PM GMT
-  Signer dan@rockwooddevelopment.com entered name at signing as The Mock Revocable Trust dated May 6, 2008
2025-09-10 - 9:02:17 PM GMT
-  Document e-signed by The Mock Revocable Trust dated May 6, 2008 (dan@rockwooddevelopment.com)
Signature Date: 2025-09-10 - 9:02:19 PM GMT - Time Source: server
-  Agreement completed.
2025-09-10 - 9:02:19 PM GMT

City-Initiated Rezoning Consent Form:

I, R Four Holdings, formally acknowledge and consent to the rezoning of property located at
 (owner name)
824 Locust street, Suite 300 (PIN: 9569 80 4214). The City of Hendersonville may
 (street address)
 proceed with the rezoning of this property from I-1, Industrial Zoning District to CMU, Central Mixed Use Zoning
District. I understand that the rezoning of the property is entirely voluntary and that I am not required to agree to the
 rezoning. I further understand the impact of the rezoning will be to change the permissible land uses of the property
 as well as the dimensional standards and site development standards that are applied to new construction, shifting
 from those outlined in Section 5-12 of the City of Hendersonville Zoning Ordinance to those outlined in Section 5-19

Address of property to be rezoned:

Street: 824 Locust Street, Suite 300
 City: Hendersonville
 State: NC
 Or: PIN: 9569-80-4214

Property Owner Printed Name:

R Four Holdings

Ownership Type (check appropriate box):

Individual ☐ Corporation ☐ LLC ☒ Trust ☐ Partnership ☐ Other _____

If not owned by "Individual", provide the printed name and title of person with legal authority to sign on behalf of owner below:

Ilse P Tolles Title: Owner

822 Locust Street, Suite 200

Mailing Address of Property Owner:

Owner Signature: ilse tolles Date: 09/22/2025
ilse tolles (Sep 22, 2025 16:06:44 EDT)

Owner Signature: _____ Date: _____

Owner Signature: _____ Date: _____

Owner Signature: _____ Date: _____

Rezoning Consent Form

Final Audit Report

2025-09-22

Created:	2025-09-18
By:	Matthew Manley (mmanley@hvlnc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzQ0AfxLhbNf1ZqfIU_uBxyKxffgal3PJ

"Rezoning Consent Form" History

-  Document created by Matthew Manley (mmanley@hvlnc.gov)
2025-09-18 - 2:56:07 PM GMT
-  Document emailed to ilse tolles (tollesilse@gmail.com) for signature
2025-09-18 - 2:56:41 PM GMT
-  Email viewed by ilse tolles (tollesilse@gmail.com)
2025-09-22 - 8:01:25 PM GMT
-  Document e-signed by ilse tolles (tollesilse@gmail.com)
Signature Date: 2025-09-22 - 8:06:44 PM GMT - Time Source: server
-  Agreement completed.
2025-09-22 - 8:06:44 PM GMT

City-Initiated Rezoning Consent Form:

I, Scott & Dean Miller, formally acknowledge and consent to the rezoning of property located at
 (owner name)
0 9th Ave & Lynn St & Maple St (PIN: 9569 80 4629). The City of Hendersonville may
 (street address)
 proceed with the rezoning of this property from I-1, Industrial Zoning District to CMU, Central Mixed Use Zoning
District. I understand that the rezoning of the property is entirely voluntary and that I am not required to agree to the
 rezoning. I further understand the impact of the rezoning will be to change the permissible land uses of the property
 as well as the dimensional standards and site development standards that are applied to new construction, shifting
 from those outlined in Section 5-12 of the City of Hendersonville Zoning Ordinance to those outlined in Section 5-19

Address of property to be rezoned:

Street: 0 9th Ave E
 City: Hendersonville
 State: NC
 Or:
 PIN: 9569-80-4629

Property Owner Printed Name:

Scott Winfield Miller & Charles Dean Miller

Ownership Type (check appropriate box):

Individual ☒ Corporation ☐ LLC ☐ Trust ☐ Partnership ☐ Other _____

If not owned by "Individual", provide the printed name and title of person with legal authority to sign on behalf of owner below:

 Title: _____

Mailing Address of Property Owner: 826 Locust St Hendersonville, NC 28792

Scott Miller X w Scott Miller Date: _____
 Dean Miller X Dean Miller Date: _____
 Christine Miller X Christine Miller Date: _____



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brent Detwiler, Assistant City Manager – Public Services **MEETING DATE:** 11/6/2025

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

TITLE OF ITEM: Patton Park Design and Estimate Update – *Brent Detwiler, PE, Assistant City Manager - Public Services & Richard Shook, PE, Civil Engineer*

SUGGESTED MOTION(S):

NA

SUMMARY:

Staff will provide an update to City Council on the latest design and estimate for the Patton Park project. We will ask City Council to provide further direction on how to proceed with the project.

BUDGET IMPACT: \$ TBD

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

If not, describe how it will be funded. NA

ATTACHMENTS:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 11/06/2025

AGENDA SECTION: Consent **DEPARTMENT:** Administration

TITLE OF ITEM: Introduction of 2025 General Obligation (GO) Transportation Bond Order and Resolution Calling a Public Hearing - *Adam Murr, Budget & Eval. Director*

SUGGESTED MOTION(S):

I move City Council adopt:

- (1) the introduction of the **BOND ORDER AUTHORIZING THE ISSUANCE OF \$10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA;** and,
- (2) the **RESOLUTION REGARDING BOND ORDER AUTHORIZING THE ISSUANCE OF \$10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING;** as presented.

SUMMARY:

City Council of the City of Hendersonville, North Carolina has ascertained and determines that it is necessary to pay the capital costs of transportation improving projects with General Obligation (GO) Bond funds. The City has applied to the Local Government Commission (LGC) for the GO Bond including a maximum principal amount of \$10,000,000.

The attached agenda items formally introduces the bond order and sets a public hearing on the bond order, to be held at the Operations Center Assembly Room, 305 Williams Street, Hendersonville, North Carolina 28792, at 5:45 p.m., or as soon thereafter as practicable, on the 4th day of December, 2025. This item additionally directs prior to the public hearing for the City's Finance Director to (1) file a sworn statement of debt with the LGC and the City Clerk and (2) file with the LGC and City Clerk and post on the City's website a statement of disclosures.

BUDGET IMPACT: \$10,000,000.00

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

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

ATTACHMENTS:

1. BOND ORDER AUTHORIZING THE ISSUANCE OF \$10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA

2. RESOLUTION REGARDING BOND ORDER AUTHORIZING THE ISSUANCE OF \$10,000,000
GENERAL OBLIGATION TRANSPORTATION BONDS, SETTING A PUBLIC HEARING
THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING

**BOND ORDER AUTHORIZING THE ISSUANCE OF \$10,000,000 GENERAL OBLIGATION
TRANSPORTATION BONDS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA**

WHEREAS, the City Council (the “*City Council*”) of the City of Hendersonville, North Carolina (the “*City*”) has ascertained and hereby determines that it is necessary to pay the capital costs of acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading and improving streets and sidewalks, including, without limitation, curbs, gutters, drains, bridges, overpasses, crossings, lighting, traffic controls, signals and markers, bicycle lanes, and landscape, streetscape and pedestrian improvements, and the acquisition of land, rights-of-way and easements in land required therefor; and

WHEREAS, an application has been filed with the Deputy Secretary of the Local Government Commission of North Carolina (the “*Commission*”) requesting Commission approval of the General Obligation Transportation Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council that the application has been accepted for submission to the Commission.

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

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Transportation Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Transportation Bonds authorized by this order shall be \$10,000,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest of the General Obligation Transportation Bonds.

Section 3. A sworn statement of the City’s debt has been filed with the City Clerk and is open to public inspection.

Section 4. The bond order will take effect when approved by the voters of the City at a referendum scheduled for March 3, 2026.

STATE OF NORTH CAROLINA)
) SS:
CITY OF HENDERSONVILLE)

I, *Jill Murray*, City Clerk of the City of Hendersonville, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of the introduction of the bond order entitled “**BOND ORDER AUTHORIZING THE ISSUANCE OF \$10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA**” by the City Council of the City of Hendersonville, North Carolina, at a meeting held on the 6th day of November, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City, this the ____ day of November, 2025.

(SEAL)

City Clerk
City of Hendersonville, North Carolina

**RESOLUTION OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA REGARDING
BOND ORDER AUTHORIZING THE ISSUANCE OF \$10,000,000 GENERAL OBLIGATION
TRANSPORTATION BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING
PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING**

WHEREAS, bond order entitled:

“BOND ORDER AUTHORIZING THE ISSUANCE OF \$10,000,000 GENERAL
OBLIGATION TRANSPORTATION BONDS OF THE CITY OF
HENDERSONVILLE, NORTH CAROLINA”

has been introduced at a meeting of the City Council (the “*City Council*”) of the City of Hendersonville,
North Carolina this 6th day of November, 2025; and

WHEREAS, the City Council desires to provide for the holding of a public hearing thereon on
December 4, 2025 and the submission of a statement of debt and a statement of disclosures in connection
therewith as required by The Local Government Bond Act.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
HENDERSONVILLE, NORTH CAROLINA** that the public hearing on said bond order will be held on
the 4th day of December, 2025 at or about 5:45 p.m. at the Operations Center Assembly Room, 305
Williams Street, Hendersonville, North Carolina 28792.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to cause a copy of said bond
order to be published with a notice of such hearing in the form prescribed by law in a newspaper of general
circulation in the City on or before the 28th day of November, 2025.

BE IT FURTHER RESOLVED that before the public hearing, the City’s Finance Director is
hereby directed to (1) file a sworn statement of debt with the Local Government Commission and the City
Clerk in accordance with Section 159-55 of the General Statutes of North Carolina and (2) file with the
City Clerk and the Local Government Commission of North Carolina and post online a statement of
disclosure in accordance with Section 159-55.1(a) of the General Statutes of North Carolina.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its
adoption.

READ, APPROVED AND ADOPTED this 6th day of November, 2025.

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

STATE OF NORTH CAROLINA)
) SS:
CITY OF HENDERSONVILLE)

I, *Jill Murray*, City Clerk of the City of Hendersonville, North Carolina, *DO HEREBY CERTIFY* the attached to be a true and correct copy of a Resolution entitled, **“RESOLUTION OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA REGARDING BOND ORDER AUTHORIZING THE ISSUANCE OF \$10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING”** adopted by the City Council at a meeting held on the 6th day of November, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City, this the ____ day of November, 2025.

(SEAL)

City Clerk
City of Hendersonville, North Carolina



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

Jennifer Floyd

MEETING DATE:

11/06/2025

AGENDA SECTION:

City Manager Report

DEPARTMENT:

Administration

TITLE OF ITEM:

October 2025 Contingency and Adjustment Report – *John Connet, City Manager*

SUGGESTED MOTION(S):

N/A – Presentation Only.

SUMMARY:

In accordance with North Carolina General Statute (NCGS) 159-13(b) it is required that all expenditures resulting from a contingency appropriation budget be reported to the governing board at its next regular meeting and recorded in the minutes.

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

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

BUDGET IMPACT: Detailed Above

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

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

ATTACHMENTS:

Contingency and Adjustment Report

**FISCAL YEAR 2025 - 2026 (FY26)
BUDGET AMENDMENTS AND ADJUSTMENTS**

		Completed		Corrected	
		Proposed		Denied	
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-1555-519200	Contracted Services	58,000	-	7,950	50,050
010-1555-531215	Dues & Subscriptions	2,000	7,950	-	9,950
020-1008-531230	Tax Billing	2,000	-	100	1,900
010-1010-531210	Permits, Licenses, and Fees	2,092	100	-	2,192
060-7135-524010	R&M Buildings	25,000	-	14,000	11,000
060-7135-554001	Capital Outlay C/O - Equipment	-	14,000	-	14,000

DESCRIPTION	APPROVED	TYPE	AMENDMENT NUMBER
Roadway Weather Stations	yes	Adjustment	9/25/2025
Roadway Weather Stations	yes	Adjustment	9/25/2025
Adobe	yes	Adjustment	9/30/2025
Adobe	yes	Adjustment	9/30/2025
WWTP Mower adjustments	yes	Adjustment	10/17/2025
WWTP Mower adjustments	yes	Adjustment	10/17/2025



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

John Connet

MEETING DATE:

11/06/2025

AGENDA SECTION:

CLOSED SESSION

DEPARTMENT:

Administration

TITLE OF ITEM:

Closed Session – John Connet, City Manager

SUGGESTED MOTION(S):

I move that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (1) (3) 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 consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body and to consider the qualifications, competence, performance, character, fitness of an individual public officer or employee and to consider the case of Public Service Company of North Carolina d/b/a Enbridge Gas vs. Moor & Son Site Contractors Inc.....City of Hendersonville Et Al - 25-CV002532-440.

SUMMARY:

City staff is requesting a closed session to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes and to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body and to consider the qualifications, competence, performance, character, fitness of an individual public officer or employee.

BUDGET IMPACT: \$ TBD

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

If no, describe how it will be funded. NA

ATTACHMENTS:

None