

### CITY OF HENDERSONVILLE CITY COUNCIL REGULAR MEETING

City Hall- 2nd Floor Meeting Room | 160 6th Ave. E. | Hendersonville, NC 28792 Wednesday, July 02, 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

June 5, 2025 Regular Meeting

June 16, 2025 Special Called Meeting

- B. Hurricane Helene Cash Flow Loan Amendment Krystal Powell, Finance Director
- C. Open Investment Account with NC CLASS Krystal Powell, Finance Director
- D. South Mountains Regional Hazard Mitigation Plan Adoption *Michael Huffman, Stormwater Director*
- E. Purchase of Water and Sewer Operations Inventory and Parts- Logan Hickey, Chad Freeman
- F. Sole Source Purchase of Coagulant- *Logan Hickey, Ricky Levi*
- <u>G.</u> Purchase of Chlorine- *Logan Hickey, Ricky Levi*
- H. Sole Source and Standardization Purchase of Orthophosphate- Logan Hickey, Ricky Levi
- <u>I.</u> Sole Source Purchase of Polydyne- *Logan Hickey, Garrett Demoss*
- J. Sole Source Purchase of Sodium Bicarbonate- Logan Hickey, Ricky Levi
- K. Waive Competition for Biosolid Sludge Transport and Disposal Services *Logan Hickey, Adam Steurer, Garrett Demoss, Ricky Levi*
- L. Annexation: Certificate of Sufficiency- 412 McMurray Road (Gergi Logistics LLC) (25-42-ANX) – *Tyler Morrow, Current Planning Manager*

- M. Adopt a Continuing Disclosure Policy Krystal Powell, Finance Director
- N. Utility Extension Agreement for the Mabry Woods Subdivision Adela Gutierrez-Ramirez, Civil Engineer
- O. Utility Extension Agreement for the Cummings Cove Phase 8A Subdivision Adela Gutierrez-Ramirez, Civil Engineer
- P. Utility Extension Agreement for the Simple Life The Farm Development Adela Gutierrez-Ramirez, Civil Engineer
- Q. Utility Extension Agreement for the Wilmont Estates Subdivision Adela Gutierrez-Ramirez, *Civil Engineer*
- <u>R.</u> Utility Extension Agreement for the Tracy Grove Road Subdivision *Adela Gutierrez-Ramirez, Civil Engineer*
- <u>S.</u> Budget Amendments End-of-Year FY25 *Jennifer Floyd, Budget and Management Analyst*
- T. July 2025 Budget Amendments Jennifer Floyd, Management Analyst
- <u>U.</u> Age-Friendly Community Action Plan *Matthew Manley, AICP Long-Range Planning Manager*
- V. Resolution to Permit Alcoholic Beverages at Oklawaha Brewing Summer Events– Jamie Carpenter, Downtown Manager
- W. Comebaq Courts Grant to Rehabilitate the Sullivan Park Basketball Courts Mark Stierwalt, Public Works Superintendent

### 6. PRESENTATIONS

<u>A.</u> Electric Vehicle Charger Program Overview – *Caitlyn Gendusa, Public Works Superintendent* – *Sustainability* 

### 7. PUBLIC HEARINGS

- <u>A.</u> Rezoning: Standard Rezoning Old Sunset Hill Rd Rezoning | Albea & Taylor (25-38-RZO) *Matthew Manley, AICP Long-Range Planning Manager*
- <u>B.</u> Rezoning: Conditional Zoning District –Spartanburg Highway Medical Office Building (25-23-CZD)–*Tyler Morrow– Current Planning Manager*
- C. Rezoning: Standard Rezoning–Quattlebaum Properties F LLC (25-37-RZO) Sam Hayes– Planner II
- D. Landmark Nomination James P. and Hattie Gregory House (25-02-LL) Sam Hayes, Planner II
- E. Landmark Nomination Lenox Spring (25-01-LL) Sam Hayes, Planner II

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### 8. UNFINISHED BUSINESS

### 9. NEW BUSINESS

- <u>A.</u> Annexation: Analysis and Advisement–412 McMurray Road (25-42-ANX) Sam Hayes, Planner II
- B. 2025 Water & Sewer Revenue Bond Order Adam Murr, Budget & Evaluation Director

### 10. CITY MANAGER REPORT - John F. Connet, City Manager

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

### **11. CITY COUNCIL COMMENTS**

### **12. CLOSED SESSION**

<u>A.</u> Closed Session – John Connet, City Manager

### 13. ADJOURN

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

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### MINUTES June 5, 2025 REGULAR MEETING OF THE CITY COUNCIL CITY HALL-2<sup>ND</sup> FLOOR MEETING ROOM | 160 6<sup>TH</sup> AVE. E. | 5:45 p.m.

## Present: Mayor Barbara Volk; Mayor Pro Tem Dr. Jennifer Hensley and Council Members: Lyndsey Simpson. Melinda Lowrance and Gina Baxter

Staff Present:City Manager John Connet, Assistant City Manager Brian Pahle, City Clerk Jill Murray, City<br/>Attorney Angela Beeker, Budget & Evaluation Director Adam Murr, Communications<br/>Director Allison Justus, Communications Coordinator Brandy Heatherly and others.

### 1. CALL TO ORDER

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

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

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

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

There was no public comment.

### 4. CONSIDERATION OF AGENDA

City Manager John Connet asked to add a Resolution to Permit the Possession and Consumption of Alcoholic Beverages at the 2025 Rhythm & Brews Concert Series to the Consent Agenda. Council Member Gina Baxter moved that City Council approve the agenda as amended. 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* City Council Regular Monthly Meeting – May 1, 2025 City Council Second Monthly Meeting – May 28, 2025
- **B.** June 2025 Project Ordinances and Reimbursement Resolutions Adam Murr, Budget & Evaluation Director

Resolution #R-25-39

### 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 FIRE ENGINE 9-5 REPLACEMENT PROJECT (#25010), ORDINANCE #O-25-27 (the "Projects").

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**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 \$850,000.

**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 5<sup>th</sup> day of June, 2025.

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

Resolution #R-25-40

#### 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 FY26 VEHICLE AND EQUIPMENT PROJECT (#VE026), ORDINANCE #025-28 (the "Projects").

**Plan of Finance.** The Issuer intends to finance the costs of the Project(s) with the debt proceeds 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 \$1,192,000.

**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 5<sup>th</sup> day of June, 2025.

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

Ordinance #O-25-27

#### CAPITAL PROJECT ORDINANCE FOR

### THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE FIRE ENGINE 9-5 REPLACEMENT PROJECT #25010

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

Section 1: The project authorized is a City project described as the Fire Engine 9-5 Replacement Project, #25010.

**Section 2:** The following amounts are appropriated for the project(s):

П	ccount	t Codes		Account Name	Total Budget
Fund De	ept A	Account	Project		
410 14	00	550103	25010	Capital Outlay- CIP	\$850,000

Total Project Appropriation\$850,000

**Section 3:** The following revenues are anticipated to be available for the project(s):

	Acco	unt Codes		Account Name	Total Budget
Fund	Dept	Account	Project		

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410 0000 470010 25010 Debt Proceeds (FY28 IFC) (\$850,000)

### Total Project Appropriation (\$850,000)

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

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

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

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

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

**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 5<sup>th</sup> day of June, 2025.

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

Ordinance #O-25-28

#### CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE FY26 VEHICLE AND EQUIPMENT PROJECT, #VE026

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

Section 1: The project authorized is a City project described as the FY26 Vehicle and Equipment Project, #VE026.

**Section 2:** The following amounts are appropriated for the project(s):

	Acc	ount Codes		Account Description	Total Budget
Fund	Dept.	Account	Project		C
410	1300	554002	VE026	C/O-Vehicles (14-47 Marked SUV)	\$66,750
410	1300	554002	VE026	C/O-Vehicles (14-49 Marked SUV)	\$66,750
410	1300	554002	VE026	C/O-Vehicles (14-53 Marked SUV)	\$66,750
410	1300	554002	VE026	C/O-Vehicles (14-54 Marked SUV)	\$66,750
410	1300	554002	VE026	C/O-Vehicles (14-55 Marked SUV)	\$66,750
410	1300	554002	VE026	C/O-Vehicles (14-62 Marked SUV)	\$66,750
410	1502	554002	VE026	C/O-Vehicles (14-78 PW Director)	\$50,000
410	1521	554002	VE026	C/O-Vehicles (14-14 2500 Truck)	\$55,000
410	1525	554002	VE026	C/O-Vehicles (14-58 Quad Cab Truck)	\$55,000
410	1525	554001	VE026	C/O-Equipment (42-04 Tractor)	\$39,500
410	1555	554001	VE026	C/O-Equipment (22-18 Dump Truck)	\$150,000
410	1555	554001	VE026	C/O-Equipment (Mini-Excavator)	\$100,000
460	7002	554002	VE026	C/O-Vehicles	\$150,000
460	7002	554001	VE026	C/O-Equipment (22-12 Dump Truck)	\$110,000
460	7002	554001	VE026	C/O-Equipment (44-17 Excavator)	\$82,000

### Total Project Appropriation\$1,192,000

**Section 3:** The following revenues are anticipated to be available for the project(s):

	Acco	ount Codes		Account Description	Total Budget
Fund	Dept.	Account	Project		
410	0000	470010	VE026	Debt Proceeds (FY26 V&E Loan)	(\$850,000)
460	0000	470100	VE026	Transfers In (from 060)	(\$342,000)

### Total Project Appropriation(\$1,192,000)

**Section 4:** The Finance Director is hereby directed to maintain within the General Fund, Water and Sewer Fund, and Capital Project Funds 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 Water and Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

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

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

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 5<sup>th</sup> day of June, 2025.

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

## C. Revision of Personnel Policy Amending Article III, Section 8; Article IV, Section 3, and Article VII Section 8 – *Jennifer Harrell, HR Director*

Resolution #R-25-41

### 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 III. Section 8 – Salary Effect of Promotions, Demotions, Transfers, and Reclassifications: Promotions: by clarifying when an employee is promoted that in special circumstances the hiring procedure authorizes the Department Head with concurrence from the Human Resources Director may advance an employee's salary up to 15%. It also removes the statement that the employee's annual review will be changed to the date of promotion. Demotions: The statement that the employee's annual review will be changed to the date of promotion is removed. Reassignments: by clarifying when an employee takes a reassignment, the employee's salary will be decreased by at least 5% and the salary shall not exceed the maximum of the grade. Reclassifications: The statement that the employee's annual review will be changed to the date of promotion is removed.

**WHEREAS**, the City of Hendersonville also wishes to amend Article IV Section 3 Recruitment, Selection and Appointment. Selection: Specifies Department Heads or the department hiring manager with the assistance of the Human Resources department shall make such investigations and conduct such examinations as necessary to assess accurately the knowledge, skills, and experience qualifications required for the position, including criminal history where job-related using the DCI when needed. All selection devices administered by the City shall be valid measures of job performance. Appointment: Specifies before any commitment is made to an applicant either internal or external, recommendations by the hiring team should be made to the Department Head and along with the reasons for selecting the candidate over other candidates.

**WHEREAS**, the City of Hendersonville also wishes to amend Article IV Section 5. Promotion. It is specified there are two types of promotions – non-competitive and competitive.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Hendersonville, North Carolina that from and after the effective date of this resolution, Article III. Section 8 and Article IV Section 3 of the Personnel Policy attached to this resolution, is hereby adopted.

This policy will become effective as of the date of adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5<sup>th</sup> day of June, 2025.

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

## **D.** Approval to Declare and Sell Surplus – Logan Hickey, Procurement & Contract Administrator

Resolution #R-25-42

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#### RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO DECLARE THE TRIPLE WIDE ASSET AND TO AUTHORIZE ITTO BE SOLD VIA INTERNET AUCTION

**WHEREAS,** The City of Hendersonville has determined that the triple wide building (which temporarily housed part of our Fire Department during the construction of our new Fire Station) should be declared surplus; and

**WHEREAS,** City Administration has considered options for repurposing the building for other capacities, however, there is not currently a need at the city for the facility; and

WHEREAS, In 2024, the City received an informal estimate that the building was worth \$205,000.00; and

**WHEREAS,** Per the request of City Administration, the Finance Department is requesting that this asset be declared surplus with the intent to sell it via internet auction; and

**WHEREAS,** This is being submitted for Council approval per N.C.G.S. § 265 as the value of the assets is greater than \$29,999.99; and

**WHEREAS**, Per the attached Resolution # 11-1051 from October 2011 and per 160A-270(C), internet auction is legally appropriate provided Council approves this Resolution.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Hendersonville, North Carolina that the City's Public Works Department is authorized to declare the preceding asset as surplus and to proceed with selling this asset via internet auction.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of June, 2025.

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

### E. June 2025 Budget Amendments – Jennifer Floyd

TO MAYOR & COUNCIL APPROVAL: June 05, 2025					SCAL YEAR 2025 M: 06052025-01
	BUDGET	AMENDMENT			
	FUN	D 010   301			
ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-1502-534000	Non-Capital Equipment	28,805	-	2,750	26,055
010-0000-598901	Transfer Out (to 301, #G2403)	2,243,298	2,750	-	2,246,048
FUND 010	TOTAL REVENUES	-	-	-	-
General Fund	TOTAL EXPENDITURES	2,272,103	2,750	2,750	2,272,103
301-0000-470100-G2403	Transfer In (From 010, FY25)	-	2,750	-	2,750
301-0000-420050-G2505	Grant Revenue	128,928	-	-	128,928
301-1565-550103-G2505	Capital Outlay - Services and Fees	128,928	2,750	-	131,678
FUND 301	TOTAL REVENUES	128,928	2,750	-	131,678
Ops. Energy Efficiency,	TOTAL EXPENDITURES	128,928	2,750	-	131,678

An amendment to the Operations Center Energy Efficiency Project, #G2505 - increasing total appropriations by \$2,750 to a total of \$131,678 using a transfer in from the General Fund. The transfer is needed to offset cost increases which have occurred since the initial grant application.

The City Manager and City Clerk certify budget ordinance amendment 06052025-01 was approved by City Council on June 05, 2025.

**BUDGET AMENDMENT** FUND 199 | 010

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#### **TO MAYOR & COUNCIL** APPROVAL: June 05, 2025

#### REVISED BUDGET EXISTING BUDGET ACCOUNT NUMBER DESCRIPTION OF ACCOUNT INCREASE DECREASE 199-0000-470900-00001 2,314 2,314 Fund Balance Appropriation 199-0000-598901-00001 Transfer Out (to 010) 2.314 2.314 FUND 199 #00001 TOTAL REVENUES 2,314 2,314 Special Revenue Fund TOTAL EXPENDITURES 2.314 2.314 Fund Balance Appropriations 199-0000-470900-00002 2.656 2,656 199-0000-598901-00002 Transfer Out (to 010) 2.656 2.656 FUND 199 #00002 TOTAL REVENUES 2,656 2,656 Special Revenue Fund TOTAL EXPENDITURES 2,656 2,656 199-0000-470900-00003 Fund Balance Appropriatio 19.928 19.928 199-0000-598901-00003 Transfer Out (to 010) 19.928 19,928 FUND 199 #00003 TOTAL REVENUES 19,928 19,928 Special Revenue Fund TOTAL EXPENDITURES 19,928 19,928 199-0000-470900-00005 Fund Balance Appropriations 2,853 2,853 199-0000-598901-00005 Transfer Out (to 010) 2.853 2,853 FUND 199 #00005 TOTAL REVENUES 2,853 2,853 Special Revenue Fund TOTAL EXPENDITURES 2.853 2.853 Fund Balance Appropriations 199-0000-470900-00011 17.459 17.459 199-0000-598901-00011 Transfer Out (to 010) 17.459 17.459 FUND 199 #00011 TOTAL REVENUES 17,459 17,459 Special Revenue Fund TOTAL EXPENDITURES 17.459 17,459 010-0000-470100 2,314 Transfer In (From 199, #00001) 2,314 010-0000-534999 94,664 96,978 2,314 Contingency FUND 010 TOTAL REVENUES 2,314 2,314 General Fund TOTAL EXPENDITURES 94.664 2.314 96.978 010-0000-470100 Transfer In (From 199, #00002) 2.656 2.656 010-0000-534999 96.978 2.656 99.634 Contingency FUND 010 TOTAL REVENUES 2,656 2,656 General Fund TOTAL EXPENDITURES 96,978 2,656 99,634 010-0000-470100 Transfer In (From 199, #00003) 19.928 19,928 010-0000-534999 99,634 19,928 119,562 Contingency **FUND 010** TOTAL REVENUES 19.928 19.928 General Fund TOTAL EXPENDITURES 99,634 19,928 119,562 010-0000-470100 Transfer In (From 199, #00005) 2.853 2,853 010-0000-534999 2.853 122.415 119.562 Contingency FUND 010 TOTAL REVENUES 2,853 2,853 General Fund TOTAL EXPENDITURES 119,562 2,853 122,415 010-0000-470100 Transfer In (From 199, #00011) 17,459 17,459 139,874 010-0000-534999 122,415 17,459 Contingency FUND 010 TOTAL REVENUES 17,459 17,459 General Fund TOTAL EXPENDITURES 122.415 17.459 139.874 An amendment to Funds 199 and 010, transferring remaining fund balance from projects #00001, #00002, #00003, #00005, and #00011 into the General Fund,

increasing total appropriations by \$45, 210. This amendment closes listed projects in the Speciall Revenue Fund (199). The City Manager and City Clerk certify budget ordinance amendment 06052025-02 was approved by City Council on June 05, 2025.

#### **TO MAYOR & COUNCIL** APPROVAL: June 05, 2025

#### **BUDGET AMENDMENT**

#### **FUND 410** ACCOUNT NUMBER **DESCRIPTION OF ACCOUNT** INCREASE REVISED BUDGET EXISTING BUDGET DECREASE 410-1010-470100-25001 Transfer In (From 010) 75,000 25,000 100,000 410-1010-550103-25001 Capital Outlay CIP 75,000 25,000 100,000 FUND 010 TOTAL REVENUES 75,000 25,000 100,000 General Fund TOTAL EXPENDITURES 75.000 25.000 100.000 An amendment to the Downtown Camera Project, #25001 increasing the total appropriation by \$25,000 to a total of \$100,000 using a transfer in from the General

Fund.

The City Manager and City Clerk certify budget ordinance amendment 06052025-03 was approved by City Council on June 05, 2025.

### F. Construction Contract Award for the Wastewater Treatment Facility HVAC Systems **Replacement Project** – Devon Owen, Utilities Engineer

Resolution #R-25-43

**FISCAL YEAR 2026** 

FORM: 06052025-03

### **RESOLUTION BY THE CITY OF HENDERSONVILLE OF AUTHORIZATION FOR THE CITY MANAGER** TO ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF THE WASTEWATER TREATMENT FACILITY HVAC SYSTEMS REPLACEMENT PROJECT

WHEREAS, the City owns and operates a wastewater treatment facility (WWTF) and laboratory that was impacted by Hurricane Helene during the week of September 24, 2024; and

**FISCAL YEAR 2025** FORM: 06052025-02

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**WHEREAS**, the City intends to replace its heating, ventilation, and air conditioning (HVAC) systems at the WWTF administration building which were flooded during Hurricane Helene; and

**WHEREAS**, once completed the project will restore climate control within the WWTF administration building, allowing the laboratory to accurately ensure that treatment processes at the WWTF are operating as intended; and

WHEREAS, on May 15, 2025, formal bids for construction of the project were opened as follows:

Cooper Construction Company, Inc.: \$624,400.00

Hickory Mechanical, Inc.: \$771,676.00

**WHEREAS**, formal bids were reviewed for completeness and accuracy. Cooper Construction Company, Inc. is the lowest responsive, responsible bidder; and

**WHEREAS**, the project engineer and utility staff are recommending the award of the WWTF HVAC Systems Replacement Project to Cooper Construction Company, Inc.

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

The City Manager is authorized to award and execute a contract for the construction of the WWTF HVAC Systems Replacement Project to Cooper Construction Company, Inc., the lowest responsive and responsible bidder in the total amount of \$624,400.00.

The City Manager is authorized to approve change orders which cumulatively do not exceed 10% of the approved contract amount of \$624,400.00, provided however that any necessary budget ordinance or project ordinance amendments must be brought back to the City Council for approval.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5<sup>th</sup> day of June, 2025.

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

## **G.** Approval of Memorandum of Understanding for Ecusta Trail Operations and Authorization of City Manager to Execute – *Brent Detwiler, Public Services Director*

Resolution #R-25-44

#### RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE THE MEMORANDUM OF UNDERSTANDING FOR ECUSTA TRAIL OPERATIONS

**WHEREAS**, the City Council of the City of Hendersonville considers bicycle and pedestrian transportation to be of utmost importance to the region by providing Western North Carolina with recreation and transportation opportunities as well as the possibilities of economic and community development; and

**WHEREAS**, the City Council of the City of Hendersonville adopted a resolution on April 5, 2012 supporting a regional recreational greenway along the Ecusta rail corridor linking Henderson and Transylvania counties; and

**WHEREAS**, Henderson County will soon complete the first phase of the Ecusta Trail from downtown Hendersonville to the Horse Shoe area; and

**WHEREAS**, staff from the governing jurisdictions in which the trail is contained have drafted a Memorandum of Understanding for operation of the Ecusta Trail in within Henderson County; and

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

1. The City hereby approves the Memorandum of Understanding for Ecusta Trail Operations and authorizes the City Manager or designee to execute said Memorandum.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5<sup>th</sup> day of June, 2025.

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

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## H. Construction Contract Award and Sole Source Exception for the French Broad River

**Intake and Pumping Station Permanent Repairs Project** – Adam Steurer, Utilities Director

Resolution #R-25-45

### RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CONTRACT AWARD AND SOLE-SOURCE EXCEPTION OF THE FRENCH BROAD RIVER INTAKE AND PUMPING STATION PERMANENT REPAIRS DUE TO HURRICANE HELENE

**WHEREAS**, prior to completion of construction, the French Broad River intake and pumping station was substantially flooded, including but not limited to the electrical room, as a result of Hurricane Helene; and

**WHEREAS**, the City originally contracted with Crowder Construction Company for the construction of the French Broad River intake and pumping station by way of that contracted dated March 10, 2022 which was procured in accordance with the requirements of NCGS 143-129; and

**WHEREAS**, Crowder Construction Company has previously assessed the flooding of the French Broad River intake, and then completed immediate measures to dewater and dehumidify the building and facilities and such other actions as were necessary to minimize further damage to the French Broad River intake as a result of the flooding, all of the foregoing being performed under an emergent contract; and

WHEREAS, it is necessary to perform additional, permanent repair services for the French Broad River intake in order to restore it to its pre-storm condition; and

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

WHEREAS, NCGS 143-129(e)(4) provides that construction or repair work undertaken during the progress of a construction or repair project initially begun pursuant to NCGS 143-129 is exempt from the bidding process; and

**WHEREAS**, Crowder Construction Company is the sole contractor that can perform the permanent repair services as the intake was currently under construction by Crowder at the time of Helene, and pursuant to the terms of the March 10, 2022 contract, the certificate of substantial completion had not been issued by the City, and the intake was and is still under Crowder's possession and control for purposes of completing the construction of the intake, and allowing a third party contractor to perform the repairs to a work in progress would result in substantial duplication of costs that would not be expected to be recovered through competition; and

**WHEREAS**, the permanent repair services are to repair work that was originally undertaken pursuant to NCGS 143-129; and

**WHEREAS**, in order to segregate the permanent repair work that is necessary to restore the intake to the stage of construction existing immediately prior to the Helene from the completion of the construction of the intake project under the March 22, 2022 contract, Crowder Construction Company and the City are entering into this separate permanent repair agreement, rather than amending the March 10, 2022 contract by change order.

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

- 1. A soul-source exception to the formal bid procedures applies as performance or price competition are not available for the permanent repairs of the French Broad River Intake and Pumping Station.
- 2. The City Manager is authorized to award and execute a contract for the construction of the French Broad Intake and Pump Station Permanent Repairs Due to Hurricane Helene in the total amount of \$1,871,961.00.
- 3. The City Manager is authorized to approve change orders which cumulatively do not exceed 10% of the approved contract amount of \$1,871,961.00, provided however that any necessary budget ordinance amendments must be brought back to the City Council for approval.
- 4. To the extent that compliance with State or Federal Bidding requirements require that an amendment to the March 10, 2022 contract be entered, the contract entered pursuant to the authority of this Resolution for the permanent repair work (and all change orders entered thereto) shall be considered an amendment to the March 10, 2022 contract.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5<sup>th</sup> day of June, 2025. Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk Approved as to form: /s/Angela S. Beeker, City Attorney

### I. Engineering Agreement Amendment for the French Broad River Intake and Pumping Station Permanent Repairs Project – Adam Steurer, Utilities Director

Resolution #R-25-46

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#### RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE AN AMENDMENT TO AN ENGINEERING SERVICES AGREEMENT TO SUPPORT THE FRENCH BROAD RIVER INTAKE AND PUMPING STATION PERMANENT REPAIRS PROJECT

**WHEREAS**, prior to completion of construction, the French Broad River intake and pumping station was substantially flooded, including but not limited to the electrical room, as a result of Hurricane Helene; and

**WHEREAS**, the City originally contracted with Black & Veatch International Company for engineering services for the French Broad River intake and pumping station on July 26, 2017; and

**WHEREAS,** Black & Veatch International Company has previously assessed the flooding of the French Broad River intake, and then supported the completion of immediate measures to dewater and dehumidify the building and facilities and such other actions as were necessary to minimize further damage to the French Broad River intake as a result of the flooding, all of the foregoing being performed under an emergent contract; and

**WHEREAS**, it is necessary to perform additional, permanent repairs requiring engineering support for the French Broad River intake in order to restore it to its pre-storm condition; and

**WHEREAS**, Black & Veatch International Company can efficiently perform the engineering support of the permanent repairs as the engineer of record of the intake construction, and without substantial duplication of costs that would be expected in allowing a third-party engineer to support the permanent repairs; and

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 an amendment to the agreement for engineering services to support the French Broad Intake and Pump Station Permanent Repairs Due to Hurricane Helene in the total amount of \$246,000.00.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5<sup>th</sup> day of June, 2025.

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

J. Wilson Tract Restoration Declaration for the Lower Mud Creek Restoration Project – Daniel Heyman, Staff Attorney

Resolution #R-25-47

### RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AUTHORIZING THE EXECUTION AND RECORDING OF DECLARATION OF COVENANTS OF LAND-USE RESTRICTIONS FOR THE LOWER MUD CREEK RESTORATION PROJECT

**WHEREAS**, the City of Hendersonville has been awarded a grant from the North Carolina Land and Water Fund (the "Fund"), a division of the Department of Natural and Cultural Resources for the lower Mud Creek Restoration Project; and

**WHEREAS**, the City has entered into a grant agreement with the Fund to govern the City's use and the Fund's disbursement of the grant; and

**WHEREAS**, to receive reimbursement under the grant, the City is required to execute and record a Declaration of Covenants of Land-Use Restrictions, or Restoration Declaration, for each property owned by the City and proposed to be improved with grant funds; and

**WHEREAS**, the City owns a tract of land, being all of that property described in a deed from Ken Wilson Ford, Inc. to The City of Hendersonville, said deed recorded in Deed Book 1107 at page 172 of the Henderson County Registry, and having PIN 9568-73-9214, (the "Wilson Tract"), that will be improved using grant funds; and

**WHEREAS**, the City must execute and record a Restoration Declaration for the Wilson Tract in order to receive reimbursement under the grant.

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

1. The Declaration of Covenants of Land-Use Restrictions, (hereinafter the "Restoration Declaration") for the Wilson Tract, attached hereto as Exhibit A and incorporated herein by reference, is approved.

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2. The Mayor is authorized to execute the Restoration Declaration and City staff is authorized to record the same in the Henderson County Registry.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of June, 2025.

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

### **K. Resolution Authorizing the Purchase of Real Property** – Angela S. Beeker, City Attorney

Resolution #R-25-48

## RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL APPROVING THE PURCHASE OF REAL PROPERTY

**WHEREAS,** the City of Hendersonville received a grant from Dogwood Trust to fund affordable housing initiatives as contained in the grant agreement dated November 29, 2021, as amended by that document on January 15, 2025 ("Grant Agreement"); and

**WHEREAS,** certain property became available for sale by the trustee of that deed of trust recorded in Book 725 at Page 633 of the Henderson County Registry ("Deed of Trust"); and

**WHEREAS,** the City of Hendersonville wishes to purchase the property secured by that deed of trust (the "Real Property") with grant funds for the purpose of constructing affordable housing; and

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

- 2. The City Manager is authorized to act on behalf of the City of Hendersonville to purchase the Real Property secured by the Deed of Trust in accordance with the procedures outlined in North Carolina General Statutes Chapter 45, Article 2A and within budgeted funds available under the Grant Agreement.
- 3. The City Manager, City Attorney, City Finance Director and City Staff are authorized to take such other actions as may be necessary to carry out the purchase, including but not limited to bidding and closing on the purchase and payment of all closing costs, attorneys fees, and other expenses required to be paid as part of the purchase.
- 4. All actions of the City Manager, City Attorney, City Finance Director and City Staff taken in furtherance of this property purchase are hereby ratified and approved.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5<sup>th</sup> day of June, 2025.

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

L. Interlocal Agreement for 911 Fund Allocations – Blair Myhand, Police Chief

## M. Resolution to Permit the Possession and Consumption of Alcoholic Beverages at the 2025 Rhythm & Brews Concert Series – Angela S. Beeker, City Attorney

Resolution #R-25-52

#### HENDERSONVILLE, NORTH CAROLINA RESOLUTION TO PERMIT THE POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE 2025 RHYTHM & BREWS CONCERT SERIES

WHEREAS, North Carolina General Statute 18B-300 (c)(3) permits a city or county, by local ordinance, to regulate or prohibit the possession of malt beverages and unfortified wine on public streets, alleys, or parking lots which are temporarily closed to regular traffic for special events, and;

**WHEREAS,** Section 6-2 (d) of the City of Hendersonville Code of Ordinances establishes that it "shall not be unlawful for any person to possess or consume any alcoholic beverage on public streets, alleys or parking lots which are temporarily closed to regular traffic for special events, if the city council has adopted a resolution making provisions for the possession and consumption of malt beverages or unfortified wine or both at such special event, to the extent permitted by such resolution."

**NOW THEREFORE BE IT RESOLVED** by the city council of the City of Hendersonville, North Carolina, pursuant to the authority granted by general statute and according to the duly adopted local ordinance that,

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Elevents, INC (dba The Friends of Downtown Hendersonville) is permitted to host 5 summer concert events on the following dates, June 19<sup>th</sup>, July 17<sup>th</sup>, August 21<sup>st</sup>, September 18<sup>th</sup> and October 16<sup>th</sup>, 2025. Furthermore, that the possession of alcohol in the form of malt beverages and unfortified wine, be permitted within the event footprint established by the City Special Events Committee and the associated North Carolina Alcohol Beverage Control Special Event Permit on the dates listed above.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 5th day of June 2025.

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

### 6. PRESENTATIONS

### A. Introduction of City Liaison Jeff Miller – John Connet, City Manager

City Manager John Connet introduced Jeff Miller as the new City Liaison to help us interact with other local governments in Henderson County, as well as a State official and Federal official and I can think of no better person than Jeff to do that. He is a volunteer, it is not a paid position so Jeff, thank you for the time that you give us. This will be another arm in the city to help us move forward with a strategic vision. So welcome back to our team Jeff.

### 5. <u>PUBLIC HEARINGS</u>

### A. Fiscal Year 2025-2026 Budget Adoption – John Connet, City Manager

City Manager John Connet presented the recommended 2025-2026 budget and gave the following PowerPoint presentation.







Recommended Budget FY 2025-26

Our Vision Hendersonville is a vibrant mountain city where the government and <u>citizens</u> work together for a high quality of life.





WIT WIN

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.

**Our Mission** 

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- Rank #8 Transportation Planning
- Rank #9 City Boards and Volunteers
- Rank #10 Support Downtown Businesses

which can be found online at:

www.hvlnc.gov/strategicplan

### HELENE RECOVERY AND RESILIENCY

City Council and City Staff Developed Eight (8) Priorities for the Resiliency and Recovery Plan: Invest in Redundant & Resilient Critical Infrastructure 5. Financial Resiliency 1.

2. Housing

- 3. Communications & Storytelling
- 4. Emergency Response Plan
- Debris Management 6.
- 7. Floodplain Mitigation
- 8. Trained & Right-Sized City Staff

Brian Pahle																	
Levels include	Plan OR Priority													Cle	ar 🔪 🌔	Edit	D
												ті	meline Controls	æ	Q 5	۵	
						-2026											
*	Level	Name	Start Date	Q1	21 Q2	025 Q3	Q4	Q1	Q2	2026	Q3	Q4	Q1	Q2	2027	23	
	Plan	Helene Resiliency and Recovery Plan	07/01/2025			Helene Res	liency and Re	covery Plan									
 1	Priority	Investment in Redundant and Resilient Critical Infrastructure	07/01/2025			Investment	in Redundant	and Resilient	Critical Infra	structu	ire						
 2	Priority	Housing	07/01/2025			Housing											
 3	Priority	Communications & Storytelling	07/01/2025			Communica	tions & Storyt	elling									
 4	Priority	Emergency Response Plan	07/01/2025			Emergency	Response Pla	n									
 5	Priority	Financial Resiliency	07/01/2025			Financial R	siliency										
 6	Priority	Debris Management	07/01/2025			Debris Man	agement										
 7	Priority	Floodplain Mitigation	07/01/2025			Floodplain I	litigation										
 8	Priority	Trained & Right-Sized City Staff	07/01/2025			Trained & R	ght-Sized City	/ Staff									

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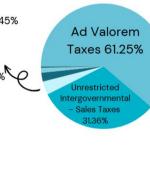
### **BUDGET AT A GLANCE**

### **TOTAL RECOMMENDED BUDGET: \$68,623,860**

### WHERE IS THE MONEY COMING FROM?

### GENERAL FUND

Restricted Intergovernmental 3.45% Permits & Fees 2.28% Sales & Services 1.25% Investment Earnings 0.36% Other taxes & Licenses 0.03% Miscellaneous 0.02%



### WHERE IS THE MONEY GOING?

General Fund 45.65% Water & Sewer 44.33% Environmental Services 3.49% Stormwater 2.44% Parking 2.00% Main St. MSD 1.37% 7th Ave MSD 0.31% Stormwater Capital Reserve 0.22% Water & Sewer Capital Reserve 0.15% Governmental Special Revenue 0.05%

### BUDGET AT A GLANCE



City Wide: \$0.52/per \$100 No change from the previous rate Main St and 7th Ave MSD: \$0.21/per \$100 Main St: No change from the previous rate 7th Ave: No change from the previous rate

### WATER & SEWER RATES

Water: 8% increase Sewer: 9% increase

The rate differential between inside & outside water customer rates has lowered by 5% reflecting City Council's commitment to equalize rates by 2030

### **RATES & FEES**

Stormwater: \$8.00/month \$1 increase for residential customers Non-residential Stormwater Fee Cap \$400

Environmental Services: 32-gallon can: \$30; 96-gallon can: \$32 \$7 increase to make fund sustainable & hire 3 workers

Parking: No increase in parking rates

Motor Vehicle Fee:

\$15 increase for Vehicle Registration Renewal Funding earmarked for maintaining streets/ADA compliant sidewalks in compliance PROWAG unfunded federal mandate

### LEARN MORE AT: HVLNC.GOV/BUDGET

### **BUDGET AT A GLANCE**

### TOTAL RECOMMENDED BUDGET: \$68,623,860

### PERSONNEL BENEFITS

4.0% Cost of Living Adjustment 3.00% 401k Match 2.56% Average Merit Increase



### HIGHLIGHTS

Focusing on long-term financial sustainability, the FY26 budget centers on rebuilding from Hurricane Helene and continuing to offer high-quality services to residents Committing to Compensation/Benefits requires additional funds to recruit & retain personnel, by covering increasing medical insurance & retirement costs Prioritizing Strong Infrastructure with key Water & Sewer projects including treatment plant, line, and pump station improvements

**Enhancing Public Safety** by funding 911 Software, CPR Device, and Swift Water Rescue Equipment **New positions include:** 3 Environmental Service Workers, 2

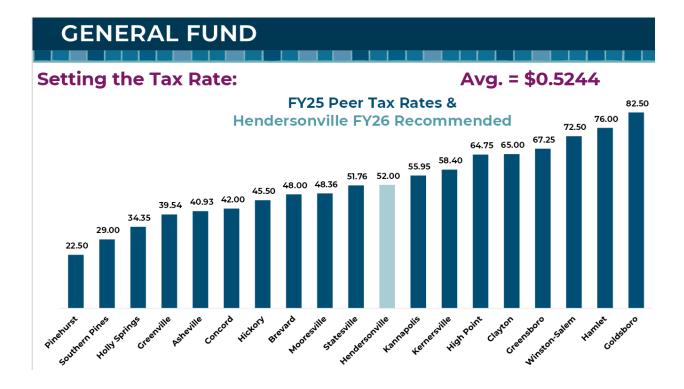
Water & Sewer Line Maintenance Mechanics, 1 Downtown Maintenance Worker & 1 Fleet Maintenance Technician



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GENERAL FUNI	0	
TAX RATE	\$0.52/\$100	<ul> <li>REVENUES</li> <li>Rate = \$0.52/\$100 (no change)</li> </ul>
REVENUES	(28,194,046)	Sales Tax Growth & Development
EXPENDITURES	30,969,077	EXPENDITURES (+\$3.1m, or 11.23%) • \$15.8m Personnel & Benefits (+\$2.0m)
<b>OTHER FINANCING</b>	357,534	COLA, Merit, 401k, LGERS, etc.     Fleet Maint, Position Added
FUND BALANCE		<ul> <li>\$7.2m Operating (+\$826k)</li> <li>Powell Bill Expenditures</li> <li>\$297k Capital (+\$179k)</li> </ul>
APPROPRIATED	(3,132,565)	<ul> <li>Critical &amp; life-saving equipment</li> <li>\$4.2m Debt Service (+\$118k)</li> <li>Vehicle &amp; equipment debt payments</li> </ul>
FUND BALANCE		FUND BALANCE & OTHER FINANCING
FY26 START	11,072,165	<ul> <li>Estimated FY26 Transfer to Parking = \$113,907</li> </ul>
FUND BALANCE		<ul> <li>Estimated FY26 Total Fund Balance</li> <li>= \$12,362,795</li> </ul>
FY26 END	7,939,600	<ul> <li>Estimated FY26 Unassigned - City Policy = \$7,449,867   25.75%</li> </ul>
MAIN STREET M	ISD FUND	
MAIN STREET M TAX RATE	1SD FUND \$0.21/\$100	REVENUES         •         Rate = \$0.21/\$100 (no change)
TAX RATE	\$0.21/\$100	<ul> <li>Rate = \$0.21/\$100 (no change)</li> </ul>
TAX RATE REVENUES	<b>\$0.21/\$100</b> (697,400)	<ul> <li>Rate = \$0.21/\$100 (no change)</li> <li>EXPENDITURES</li> <li>\$611,320 Personnel &amp; Benefits (+\$146k)         <ul> <li>Salaries and benefits increases</li> <li>DT Worker Added (75%)</li> <li>\$267,204 Operating (-\$85k)</li> </ul> </li> </ul>
TAX RATE REVENUES EXPENDITURES	<b>\$0.21/\$100</b> (697,400) 940,854	<ul> <li>Rate = \$0.21/\$100 (no change)</li> <li>EXPENDITURES</li> <li>\$611,320 Personnel &amp; Benefits (+\$146k)         <ul> <li>Salaries and benefits increases</li> <li>DT Worker Added (75%)</li> </ul> </li> </ul>
TAX RATE REVENUES EXPENDITURES OTHER FINANCING	<b>\$0.21/\$100</b> (697,400) 940,854	<ul> <li>Rate = \$0.21/\$100 (no change)</li> <li>EXPENDITURES</li> <li>\$611,320 Personnel &amp; Benefits (+\$146k)         <ul> <li>salaries and benefits increases</li> <li>DT Worker Added (75%)</li> </ul> </li> <li>\$267,204 Operating (-\$85k)</li> <li>\$20,000 Capital (+\$20k)</li> <li>\$42,330 Debt Service (-\$1.5k)</li> </ul>
TAX RATE REVENUES EXPENDITURES OTHER FINANCING FUND BALANCE	<b>\$0.21/\$100</b> (697,400) 940,854 (88,434)	<ul> <li>Rate = \$0.21/\$100 (no change)</li> <li>EXPENDITURES         <ul> <li>\$611,320 Personnel &amp; Benefits (+\$146k)</li> <li>Salaries and benefits increases</li> <li>DT Worker Added (75%)</li> <li>\$267,204 Operating (-\$85k)</li> <li>\$20,000 Capital (+\$20k)</li> <li>\$42,330 Debt Service (-\$1.5k)</li> </ul> </li> <li>FUND BALANCE         <ul> <li>Budgeted Transfer from GF \$88,434</li> </ul> </li> </ul>
TAX RATE REVENUES EXPENDITURES OTHER FINANCING FUND BALANCE APPROPRIATED	<b>\$0.21/\$100</b> (697,400) 940,854 (88,434)	<ul> <li>Rate = \$0.21/\$100 (no change)</li> <li>EXPENDITURES <ul> <li>\$611,320 Personnel &amp; Benefits (+\$146k)</li> <li>Salaries and benefits increases</li> <li>DT Worker Added (75%)</li> </ul> </li> <li>\$267,204 Operating (-\$85k)</li> <li>\$20,000 Capital (+\$20k)</li> <li>\$42,330 Debt Service (-\$1.5k)</li> </ul> FUND BALANCE <ul> <li>Budgeted Transfer from GF \$88,434</li> <li>Est. Transfer from GF \$0</li> <li>Est. Fund Bal. Appropriation = \$87,820</li> </ul>
TAX RATE REVENUES EXPENDITURES OTHER FINANCING FUND BALANCE APPROPRIATED FUND BALANCE	<b>\$0.21/\$100</b> (697,400) 940,854 (88,434) (155,020)	<ul> <li>Rate = \$0.21/\$100 (no change)</li> <li>EXPENDITURES <ul> <li>\$611,320 Personnel &amp; Benefits (+\$146k)</li> <li>Salaries and benefits increases</li> <li>DT Worker Added (75%)</li> </ul> </li> <li>\$267,204 Operating (-\$85k)</li> <li>\$20,000 Capital (+\$20k)</li> <li>\$42,330 Debt Service (-\$1.5k)</li> </ul> FUND BALANCE <ul> <li>Budgeted Transfer from GF \$88,434</li> <li>Est. Transfer from GF \$0</li> </ul>

Section 5, Item A.

**REGULAR MEETING** 

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7th AVE MSD F	UND	
TAX RATE	\$0.21/\$100	REVENUES <ul> <li>Rate = \$0.21/\$100 (no change)</li> </ul>
REVENUES	(131,750)	
EXPENDITURES	212,967	<ul> <li>\$171,757 Personnel &amp; Benefits (+\$43k)</li> <li>Salaries and benefits increases</li> </ul>
OTHER FINANCING	(16,451)	<ul> <li>DT Worker Added (25%)</li> <li>\$41,210 Operating (-\$625)</li> </ul>
FUND BALANCE		<ul> <li>\$0 Capital (no change)</li> <li>\$0 Debt Service (no change)</li> </ul>
APPROPRIATED	(64,766)	FUND BALANCE
FUND BALANCE		<ul> <li>Budgeted Transfer from GF \$16,451</li> <li>Est. Transfer from GF \$0</li> </ul>
FY26 START	64,766	<ul> <li>Est. Fund Bal. Appropriation = \$64,766</li> <li>Est. End of Year Fund Bal. = \$1,616</li> </ul>
FUND BALANCE		
FY26 END	-	
WATER & SEWE	R FUND	
USER FEES	+ ~8.5%	REVENUES

USER FEES	+ ~ <b>8.5</b> %	REVENUES     Water Sale Rev. +8.0%
REVENUES	(28,262,200)	<ul> <li>Sewer Charge Rev. +9.0%</li> <li>SDFs → 50% Effective Jul 1, 2025</li> </ul>
EXPENDITURES	29,904,154	• 120% Inside/Outside Rate Diff. (-5.0%)
OTHER FINANCING	514,940	<ul> <li>EXPENDITURES</li> <li>\$14.1m Personnel &amp; Benefits (+\$1.4m)</li> </ul>
FUND BALANCE		<ul> <li>\$8.5m Operating (-\$40k)</li> <li>\$1.2m Pay-Go Capital (-\$18k)</li> </ul>
APPROPRIATED	(2,156,894)	<ul> <li>\$6.1m Debt Service (+\$774k)</li> <li>\$417k Transfer for Vehicles &amp; Equipment</li> </ul>
FUND BALANCE		\$100k Transfer to Capital Reserve Fund
FY26 START	10,757,658	<ul> <li>FUND BALANCE/BOND COVENANT</li> <li>FY25 Est. Bond Covenant (a)=1.47 (b)=1.09</li> <li>FY26 Est. Bond Covenant (a)=1.46 (b)=1.18</li> </ul>
FUND BALANCE		• Min (a)=1.00, Min (b)=1.00
FY26 END	8,600,764	

### **PARKING FUND**

USER FEES	No Change	<ul> <li><u>REVENUES</u></li> <li>Parking Fee Revenues = No Char</li> </ul>
REVENUES	(1,118,575)	EXPENDITURES
EXPENDITURES	1,371,224	<ul> <li>\$297,784 Personnel &amp; Benefits (+</li> <li>\$261,490 Operating (+50k)</li> </ul>
OTHER FINANCING	(252,649)	<ul> <li>\$0 Capital</li> <li>\$811,950 Debt Service (+\$4.5k)</li> </ul>
FUND BALANCE		FUND BALANCE
APPROPRIATED	-	<ul> <li>Budgeted Transfer from GF \$252</li> <li>Est. Transfer from GF \$113,907</li> </ul>
FUND BALANCE		• Est. Fund Bal. Appropriation = <b>\$0</b>
FY26 START	-	<ul> <li>Est. End of Year Fund Bal. = \$0</li> <li>No Fund Balance – GF Supporte</li> </ul>
FUND BALANCE		
FY26 END	-	

### **EVENUES**

Parking Fee Revenues = **No Change** 

### **XPENDITURES**

- **\$297,784** Personnel & Benefits (+\$18k)
- **\$261,490** Operating (+50k)
- **\$0** Capital
- **\$811,950** Debt Service (+\$4.5k)

### UND BALANCE

- Budgeted Transfer from GF \$252,649
- Est. Transfer from GF **\$113,907**
- Est. Fund Bal. Appropriation = **\$0**
- Est. End of Year Fund Bal. = **\$0**
- No Fund Balance GF Supported

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STORMWATER	FUND	
USER FEES	\$8.00/mo.	REVENUES
REVENUES	(1,676,050)	<ul> <li>Rate = \$8.00/Month/ERU (+\$1.00)</li> <li>Cap = \$400.00/Month/ERU (+\$50.00)</li> <li>+\$225k user fee revenue</li> </ul>
EXPENDITURES	1,526,050	EXPENDITURES
OTHER FINANCING	150,000	<ul> <li>\$1.0M Personnel &amp; Benefits (+\$129k)</li> <li>\$370,833 Operating (+\$17k)</li> </ul>
FUND BALANCE		<ul> <li>\$0 Capital</li> <li>\$75,885 Debt Service (-\$6.2k)</li> </ul>
APPROPRIATED	-	• <b>\$150,000</b> Transfer to Capital Reserve
FUND BALANCE		<ul> <li>FUND BALANCE</li> <li>No Fund Balance</li> </ul>
I OND DALANCE		No General Fund Transfer (In)
FY26 START	-	Estimated Increase \$109,824
FUND BALANCE		
FY26 END	-	
ENVIRONMENT		
ENVIRONMENT	AL SERVIC	
USER FEES	\$32.00/mo.	REVENUES <ul> <li>Rate = +\$7.00/month</li> </ul>
REVENUES	(2,394,000)	\$30.00/32gal \$32.00/96gal
EXPENDITURES	2,394,000	EXPENDITURES
OTHER FINANCING	-	<ul> <li>\$1.5M Personnel &amp; Benefits (+\$279k)</li> <li>+3 Environmental Service Workers</li> </ul>

	<ul> <li>+3 Environmental Service Workers</li> </ul>
•	<b>\$683,666</b> Operating (+\$77k)

- **\$0** Capital
  - **\$194k** Debt Service (+\$14k)

#### FUND BALANCE

- No Fund Balance
- No General Fund Transfer (In)
- Estimated Increase \$125,685

### BUDGET IN TOTAL

**FUND BALANCE** 

**APPROPRIATED** 

**FUND BALANCE** 

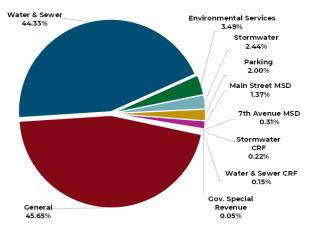
**FUND BALANCE** 

**FY26 START** 

FY26 END

### FY26 MAJOR FUNDS SUMMARY

FUND	EX	PENDITURES		REVENUES		ND BALANCE
General	\$	31,326,611	\$	28,194,046	\$	3,132,565
Water & Sewer		30,421,154		28,264,260		2,156,894
Environmental Services		2,394,000		2,394,000		-
Stormwater		1,676,050		1,676,050		-
Parking		1,371,224		1,371,224		-
Main Street MSD		940,854		785,834		155,020
7th Avenue MSD		212,967		148,201		64,766
Stormwater CRF		150,000		150,000		-
Water & Sewer CRF		100,000		100,000		-
Gov. Special Revenue		31,000		-		31,000
SUB-TOTAL	\$	68,623,860	\$	63,083,615	\$	5,540,245
TOTAL IN	B	ALANC	E	\$68,	62	3,860



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PAGE

# THANK YOU COUNCIL & STAFF

### A Shimmy A Day Keeps the Budget At Bay

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

The public hearing was opened at 6:16 p.m.

### In Person:

Glenn Lange is a member of the Hendersonville Tree Board and is speaking on behalf of himself and the Tree Board. The Tree Board is opposed to the payment in lieu of fee that is included in the budget proposal. We were also opposed to it at the time the Tree Ordinance was being approved by the Council. We are taking this opportunity to explain why this fee should be substantially increased to reflect the true landscape and environmental value of trees in the city. We hope you will allow the Tree Board and City staff to come up with a more realistic payment in lieu fee calculation method that truly reflects the true value of trees.

### Via Zoom:

Ken Fitch spoke regarding the budget in general and overall praised staff for a balanced budget,

The public hearing was closed at 6:26 p.m.

Council Member Jennifer Hensley said that she wanted to reiterate that this Council and Councils before us have continued investment in infrastructure and how it paid dividends, not just in our ability to get water and sewer back up to our manufacturing partners and industrial partners, but it really helped keep our local economy afloat because there were people coming into Henderson County to dine and grocery shop and I'm just proud of us for making these investments. We have State partners that helped us with grant projects and amazing staff that continue applying for grants and many of our neighbors are not seeing a no tax increase this time and just by budgeting and being smart with how we have been, and it paid off. I am just proud of us for being able to do that.

City Council Member Lyndsey Simpson moved that City Council adopt an the Fiscal Year 2025-2026 Budget Ordinance, Fiscal Year 2025-2026 Water & Sewer Capital Reserve Fund Ordinance, Fiscal Year 2025-2026 Stormwater Capital Reserve Fund Ordinance, Fiscal Year 2025-2026 Resolution of Intent to Follow the Capital Improvement Plan and Schedule of Rates and Fees, Fiscal Year 2025-2026 Micro-Purchase Threshold Resolution, and Fiscal Year 2025-2026 Pay & Classification Schedule with technical correction as noted by the City Manager, increasing the 50% credit maximum amount to \$400 to match the stormwater cap. A unanimous vote of the Council followed. Motion carried.

Ordinance #O-25-29

#### **BUDGET ORDINANCE**

AN ORDINANCE MAKING APPROPRIATIONS FOR CERTAIN EXPENSES, CAPITAL IMPROVEMENTS AND INDEBTEDNESS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026 WHEREAS, the City of Hendersonville is approaching the conclusion of its current fiscal year and will enter fiscal year 2025-2026 (FY26) on July 1, 2025; and,

WHEREAS, it is necessary and required that prior to entering a new fiscal year a budget must be passed and adopted for the operation of the city government; and,

WHEREAS, the FY26 budget and budget message were submitted to the Hendersonville City Council by the budget officer, the City Manager, on May 20, 2025, as required by N.C.G.S. § 159-11(b); and,

WHEREAS, a copy of the FY26 budget was filed with the Hendersonville City Clerk on May 20, 2025, as required by N.C.G.S. § 159-12(a); and,

WHEREAS, a duly advertised public hearing and a work session has been held wherein the public has been notified and invited to be present.

## THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA:

**SECTION 1:** That the following amounts are hereby appropriated for the following governmental and proprietary funds for the fiscal year beginning July 1, 2025, and ending June 30, 2026, with the estimated, budgeted revenues and other financing for each fund being as stated:

### GOVERNMENTAL FUNDS

General Fund		
Budgeted Revenues	(28,194,046)	
Ad Valorem Taxes	(17,267,500)	
Other Taxes & Licenses	(7,500)	
Unrestricted Intergovernmental	(8,842,500)	
Restricted Intergovernmental	(973,796)	
Sales & Services	(352,600)	
Permits & Fees	(642,150)	
Investment Earnings	(102,000)	
Miscellaneous	(6,000)	
Budgeted Expenditures	30,969,077	
General Government	5,125,416	
Community Development	936,675	
Fire	7,071,033	
Police	8,065,278	
Public Works	5,554,812	
Debt Service	4,215,863	
Other Financing (Sources)/Uses	(2,775,031)	
Proceeds of Debt	-	
Sale of Capital Assets	-	
Transfers (In)	-	
Transfers Out	357,534	
Fund Balance Appropriated	(3,132,565)	
Sub-Total Revenues & Other Financing	(31,326,611)	
Sub-Total Appropriations	31,326,611	
SPECIAL REVENUE FUNDS		
Main Street MSD Fund		
Budgeted Revenues	(697,400)	
Ad Valorem Taxes	(316,850)	
Other Taxes & Licenses	-	

6	
Ad Valorem Taxes	(316,850)
Other Taxes & Licenses	-
Unrestricted Intergovernmental	(360,000)
Restricted Intergovernmental	-
Permits & Fees	(2,500)
Sales & Services	-
Investment Earnings	(100)
Miscellaneous	(17,950)
Budgeted Expenditures	940,854
Downtown Program	898,524
Debt Service	42,330

Section 5, Item A.

EGULAR MEETING	JUNE 5, 2025	VOLUME 29	PAGE
Other Eineneine (Sources)/Hees		(242,454)	
Other Financing (Sources)/Uses		(243,454)	
Transfers (In)		(88,434)	
Fund Balance Appropriated		(155,020)	
Sub-Total Revenues & Other Financing		(940,854)	
Sub-Total Appropriations		940,854	
Seventh Avenue MSD Fund			
Budgeted Revenues		(131,750)	
Ad Valorem Taxes		(54,650)	
Other Taxes & Licenses		-	
Unrestricted Intergovernmental		(72,000)	
Restricted Intergovernmental		-	
Permits & Fees		-	
Sales & Services		(5,000)	
Investment Earnings		(100)	
Miscellaneous		(100)	
		-	
Budgeted Expenditures Downtown Program		212,967	
Other Financing (Sources)/Uses		212,967	
<b>-</b>		(81,217)	
Transfers (In)		(16,451)	
Fund Balance Appropriated		(64,766)	
Sub-Total Revenues & Other Financing		(212,967)	
Sub-Total Appropriations		212,967	
Governmental Special Revenue Fund			
Budgeted Revenues		-	
Miscellaneous		_	
Budgeted Expenditures		31,000	
		51,000	
Fire		-	
Historic Preservation		7,500	
Police		19,500	
Walk of Fame		4,000	
Other Financing (Sources)/Uses		(31,000)	
Fund Balance Appropriated		(31,000)	
Sub-Total Revenues & Other Financing		(31,000)	
Sub-Total Appropriations		31,000	
PROPRIETARY FUNDS			
Water & Sewer Fund		(28.262.200)	
Budgeted Revenues		(28,262,200)	
Sales & Services		(26,262,400)	
Permits & Fees		(1,484,500)	
Water & Sewer Taps		(367,300)	
Investment Earnings		(97,000)	
Miscellaneous		(51,000)	
Budgeted Expenditures		29,904,154	
General Business		8,994,373	
Water Facilities		1,616,180	
Water Treatment		2,797,330	
Water Operations		1,103,576	
Water Distribution		4,106,345	
Wastewater Facilities Maintenanc	a.	517,299	
Wastewater Freatment	-	2,157,858	
Wastewater Operations Support		381,947	
Wastewater Collection		2,084,693	
Debt Service		6,144,553	
Other Financing (Sources)/Uses		(1,641,954)	
Insurance Proceeds		(2,060)	
Transfers (In)		-	
Transford Out		517 000	

517,000

Transfers Out

EGULAR MEETING	JUNE 5, 2025	VOLUME 29	PAGE
Fund Balance Appropriated		(2,156,894)	
Sub-Total Revenues & Other Financing		(30,421,154)	
Sub-Total Appropriations		30,421,154	
Parking Fund			
Budgeted Revenues		(1,118,575)	
Sales & Services		(1,065,000)	
Permits & Fees		-	
Investment Earnings		(2,500)	
Miscellaneous		(51,075)	
Budgeted Expenditures		1,371,224	
Parking		559,274	
Debt Service		811,950	
Other Financing (Sources)/Uses		(252,649)	
Proceeds of Debt		-	

Sub-Total Appropriations	1,371,224
Sub-Total Revenues & Other Financing	(1,371,224)
Fund Balance Appropriated	-
Transfers Out	-
Transfers (In)	(252,649)
Proceeds of Debt	-
Other Financing (Sources)/Oses	(232,049)

Stormwater Fund

Environmental Services Fund		
Sub-Total Appropriations	1,676,050	
Sub-Total Revenues & Other Financing	(1,676,050)	
	- (1.676.050)	
Fund Balance Appropriated		
Transfers Out	150,000	
Transfers (In)	-	
Proceeds of Debt	-	
Other Financing (Sources)/Uses	150,000	
Debt Service	75,885	
Stormwater	1,450,165	
Budgeted Expenditures	1,526,050	
Miscellaneous	-	
Investment Earnings	(50)	
Permits & Fees	(1,000)	
Sales & Services	(1,675,000)	
Budgeted Revenues	(1,676,050)	

Budgeted Revenues	(2,394,000)	
Sales & Services	(2,393,000)	
Permits & Fees	-	
Investment Earnings	(300)	
Miscellaneous	(700)	
Budgeted Expenditures	2,394,000	
Sanitation	2,199,385	
Debt Service	194,615	
Other Financing (Sources)/Uses	-	
Proceeds of Debt	-	
Transfers (In)	-	
Transfers Out	-	
Fund Balance Appropriated	-	
Sub-Total Revenues & Other Financing	(2,394,000)	
Sub-Total Appropriations	2,394,000	
CAPITAL RESERVE FUNDS		

-

Water & Sewer Capital Reserve Fund

Section 5, Item A.

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Budgeted Expenditures	-	
Other Financing (Sources)/Uses	-	
Transfers (In)	(100,000)	
Transfers Out	100,000	
Sub-Total Revenues & Other Financing	(100,000)	
Sub-Total Appropriations	100,000	
Stormwater Capital Reserve Fund		
Stormwater Capital Reserve Fund Budgeted Revenues		
<b>.</b>		
Budgeted Revenues	- - -	

Transfers Out

**Sub-Total Appropriations** 

Sub-Total Revenues & Other Financing

Total Revenues & Other Financing	(68,623,860)
Total Appropriations	68,623,860

150.000

(150.000)

150,000

**SECTION 2:** That the attached detailed budget document reflects the estimated revenues, revenue contributions, and budget appropriations of the City of Hendersonville, North Carolina, for the period beginning July 1, 2025, and ending June 30, 2026. A copy of the budget document shall be furnished to the City Clerk, City Manager and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

**SECTION 3:** That the financial plan supporting the Internal Service Fund as required by N.C.G.S. § 159-13.1 is approved. The *Financial Plan* for the Internal Service Fund is incorporated herein by reference and shall be placed on file in the office of the City Clerk.

**SECTION 4:** That no appropriations for salaries shall be changed unless authorized by the Council. Appropriations between departments, divisions, or projects within one fund, other than salaries, including contingency appropriations, may be transferred therein by the City Manager for the purpose of equalizations, when necessary, if the original total appropriated balance for the fund is not changed. Appropriations within a department, other than salaries, may be transferred by the department head to make equalizations when necessary.

**SECTION 5:** That there is hereby levied a tax at the rate of fifty-two cents (\$0.52) per one hundred dollars (\$100.00) valuation of property. This rate is based on an estimated total valuation of property for the purpose of taxation of \$3,377,651,661 and estimated collection rate of 98.00%.

**SECTION 6:** That there is hereby levied a tax at the rate of twenty-one cents (\$0.21) per one hundred dollars (\$100.00) valuation of property, for the Main Street Municipal Service District formed upon a petition of some of the property owners, established for the purpose of infrastructure improvements and special events in the district. This rate is based on an estimated total valuation of property for the purpose of taxation of \$152,785,704 and an estimated collection rate of 98.00%.

**SECTION 7:** That there is hereby levied a tax at the rate of twenty-one cents (\$0.21) per one hundred dollars (\$100.00) valuation of property, for the Seventh Avenue Municipal Service District formed upon a petition of some of the property owners, established for the purpose of infrastructure improvements and special events in the district. The rate is based on an estimated total valuation of property for the purpose of taxation of \$26,319,766 and an estimated collection rate of 98.00%.

**SECTION 8:** That there is hereby adopted an official Fee Schedule listing specific fees, licenses, and utility rates charged by the City of Hendersonville for the use of City facilities and equipment for the purposes of making them available to public, specific utility rates the proceeds of which are for the maintenance and expansion of its utility systems, the reproduction of public records and other miscellaneous services to cover the actual cost of producing these documents and information under the provision of NCGS §132-6.2, and other various fees associated with enhanced direct services provided by the City. The *Fee Schedule* is incorporated herein by reference and shall be placed on file in the office of the City Clerk.

**SECTION 9:** That the City's Position Allocation to Salary Range which provides all jobs and associated pay bands be adopted as the official Pay and Classification Schedule of the City of Hendersonville. The *Pay and Classification Schedule* is incorporated by reference and shall be placed on file in the office of the City Clerk.

SECTION 10: This ordinance shall become effective on and after July 1, 2025.

**SECTION 11:** That all ordinances and parts of ordinances in conflict herewith be and the same hereby repealed.

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Passed and adopted at the regular meeting of the City Council of the City of Hendersonville, North Carolina, held this 5<sup>th</sup> day of June, 2025.

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

## **B. Rezoning: Conditional Zoning District – Pace Hendersonville (25-11-CZD)** – *Matthew Manley AICP, Long Range Planning Manager*

Matt Manley explained that the City of Hendersonville is in receipt of a Conditional Zoning District application from Jacob Glover of Pace Living, LLC for 201 Sugarloaf Rd (PIN 9579-56-1085) totaling 6.72 Acres located along an access road (SR 1734) at the bend in Sugarloaf Rd. The site also borders Interstate 26. The property is currently split zoned with C-3, Highway Business, and CHMU, Commercial Highway Mixed Use. The subject property is the current site of The Cascades (hotel). The petitioner is requesting that the parcel be rezoned to Urban Residential CZD and the use converted to allow for 120 apartment units. 'Residential, multi-family' is not a permitted use in the C-3 zoning district. While it is permitted under CHMU, that zoning district has a maximum density of 12 units / acre. The proposed 120 units would result in a density of 18 units per acre and Urban Residential Conditional Zoning District has no density cap. The development proposes to convert the two existing buildings on the site to 100 Studio units, 10 one-bedroom units, and 10 two-bedroom units. The existing parking on the site is also proposed to be maintained for the new use. Due to the site having existing buildings and parking lots, the developer is proposing a number of conditions granting relief from the design standards found in the Urban Residential Zoning District. If approved, the project would be limited to the stated uses, design and conditions stated on the site plan. The Planning Board voted unanimously to recommend approval of the Conditional Zoning at their meeting on May 8, 2025.



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**REGULAR MEETING** 

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## Neighborhood Compatibility Meeting

### + Dates: March 7th, 2025

### + Attendees:

- + In-person 2
- + Online 2
- + City Staff 2
- + Developer 1

### + Topics Discussed:

- + Safety & Security Measures
- + Improvement to transportation
- infrastructure / access
- + Sustainable building practices
- + Site drainage
- + Preservation of existing vegetation

MEETING OFFICIAL NOTIFICATION by the City of Hendersonville for: CONDITIONAL REZONING

NEIGHBORHOOD COMPATIBILITY

- + Provision of a community garden
- + Affordable housing
- + Safe pedestrian access
- + Amenities, public vs private
- + Provision of a TIA
- + Property Management



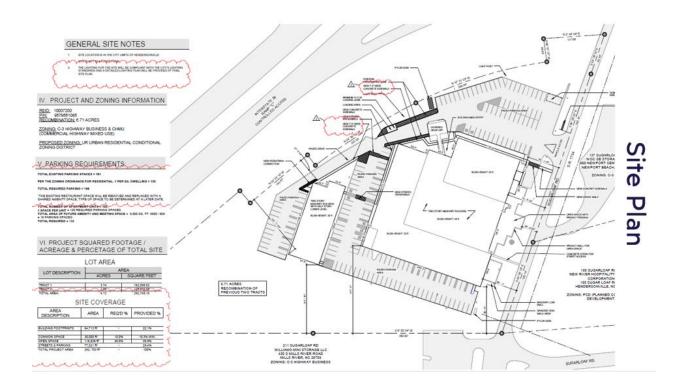
Section 5, Item A.

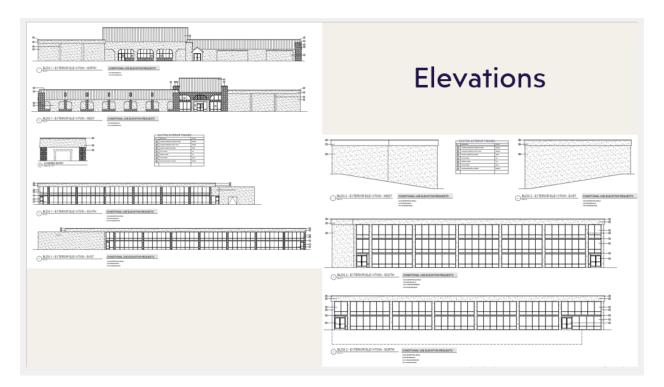
### REGULAR MEETING

### JUNE 5, 2025

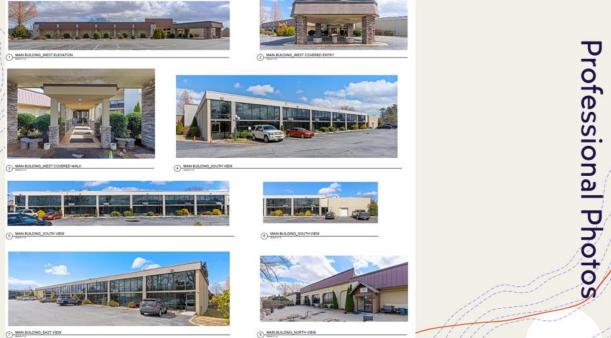
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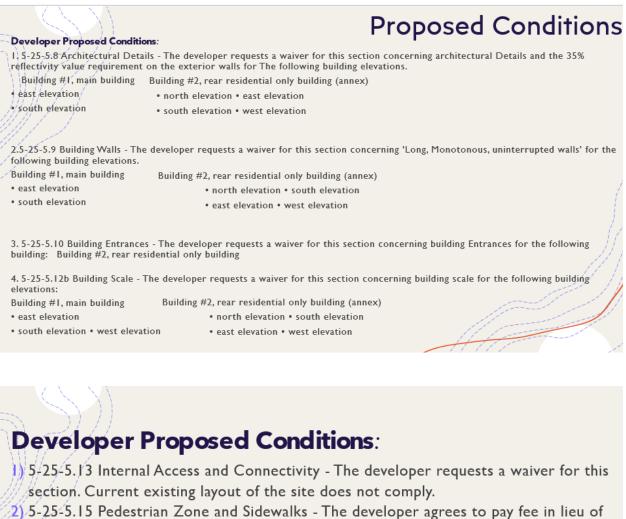






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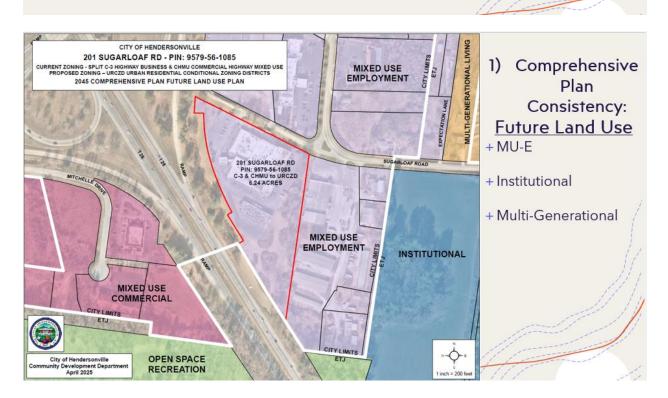


the required 7'-0" sidewalk in accordance with section 6-12-3 and section 5-25-5.15 of the zoning code.

[Staff is agreeable to this condition]

### Planning Board Proposed Condition:

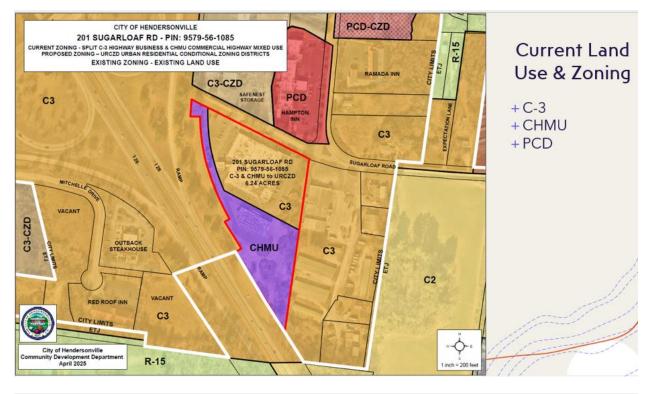
I) TIA to be deferred until after the rezoning but before the final site plan approval,



[Staff is agreeable to this condition]

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tandards:	EXISTING CONDITIONS	The subject property is zoned C-3 and CHMU. The site features two existing buildings that have been The Cascades Mountain Resort. They are proposed to be reused. Adjacent land uses to the north include lodging and self-storage. To the east, land uses include whole, storage and restaurant. The proposed multi- family use is compatible with the surrounding land uses.
General Rezoning St 2) COMPATIBII	RELEVANT GEN H GOALS	Vibrant Neighborhoods: [Consistent] Abundant Housing Choices: [Consistent] Healthy and Accessible Natural Environment: [Consistent] Authentic Community Character: [Somewhat Consistent] Safe Streets and Trails: [Inconsistent] Reliable & Accessible Utility Services: [Consistent]
Gene	GEN H GUIDING PRINCIPLES	Mix of Uses: [Consistent] Compact Development: [Consistent] Sense of Place: [Inconsistent] Conserved & Integrated Open Spaces: [Consistent] Desirable & Affordable Housing: [Consistent] Connectivity: [Inconsistent] Efficient & Accessible Infrastructure: [Consistent]

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General Rezoning Standards:	2) COMPATIBILITY	DESIGN GUII ASSESSM (Chapte	IENT	<u>N/A</u> - Not located in the Downtown Character Area
Rezoning Standards		b) CHANGED	Needs As Henderso keeping p	continues to face a housing shortage. The City's recent Housing seessment found that 10,000 dwelling units are needed in on County over the next 5 years and that new construction is not bace with household growth (p.20-21). ally, there have been <u>a number of</u> recent code violations at the roperty.
General Rezo		4) PUBLIC INTEREST	property.	osed redevelopment would reimagine and reuse an underutilized Conversion of this property would provide needed housing and ngoing code violations.

Rezoning Standards	5) PUBLIC FACILITIES	<ul> <li>The subject property will continue to be served by City of Hendersonville services. Sugarloaf Rd is NCDOT-maintained and designated as a Minor Thoroughfare "Needing Improvement". The site is just over ¼ mile (<u>5-6</u> <u>minute</u> walk) from the intersection of Chimney Rock Rd (US64).</li> </ul>
General Rezo	6) EFFECT ON NATURAL ENVIRONMENT	<ul> <li>No impact on existing vegetation or pervious surfaces is proposed. The renovation of the existing building will trigger compliance with current landscaping standards.</li> </ul>

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### PLANNING BOARD: Comprehensive Plan Consistency Statement

The petition is found to be <u>consistent</u> 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 requested rezoning to Urban Residential Conditional Zoning District and the associated proposed redevelopment align with the Gen H 2045 Comprehensive Plan Future Land Use & Conservation Map and the Character Area Description for 'Mixed Use Employment'

# 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 redevelopment would reuse and restore an underutilized property located in close proximity to a major commercial corridor.
- The proposed conversion of the subject property would provide needed housing units
- The proposed renovation of the subject property would result in improved landscaping

### **DRAFT:** Reasonableness Statement

We <u>do not</u> 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 development would have negative impact on the transportation network
- The proposed development is incompatible with the surrounding land uses

Jacob Glover, the Director of Operations for Pace Living, introduced himself and said that he believes this project fits the mold for the affordable housing that is needed in Henderson County. Although

Section	5,	Item A.	
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these units are smaller, you're still going to have a community and a safe place to live. We will take the existing structure and add onto it and make it nice, make it affordable and make it safe. We will have a property management group that will run things and we're able to create a high quality but affordable structure.

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

The public hearing was opened at 6:58 p.m.

### Via Zoom:

Ken Fitch spoke and said that occupancy is an issue and how do you as a city handle something like this.

The public hearing was closed at 7:00 p.m.

Council Member Hensley spoke and said that she does not like this model and do not think it's compatible in the location that it is and I have very serious concerns that people will fall under a predatory situation where they're trying to cramp a bunch of children or small families into smaller units. I have very serious concerns about condensed living spaces like this along a highway corridor with crime and trafficking so I am not going to support this.

City Council Member Lyndsey Simpson moved City Council deny an ordinance amending the official zoning map of the City of Hendersonville changing the zoning -designation of the subject property (PINs: 9579-56-1085) from C-3 (Highway Business Zoning District) & CHMU (Commercial Highway Mixed Use) to UR-CZD (Urban Residential - Conditional 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 the public hearing, and because:

The requested rezoning to Urban Residential Conditional Zoning District and the associated proposed redevelopment align with the Gen H Comprehensive Plan Future Land Use & Conservation Map and the Character Area Description for 'Mixed Use Employment.'

2. 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:

- The proposed redevelopment would have a negative impact on the transportation network. There are safety concerns regarding connectivity infrastructure that make this proposed redevelopment unreasonable for this location. D<u>ensity</u> of living units in this location is not appropriate given the level of infrastructure in place. A unanimous vote of the Council followed. Motion carried.
- **C. Zoning Text Amendment: Reforms for Missing Middle Housing PRD (25-01-ZTA)** *Matthew Manley AICP, Long Range Planning Manager*

Matt Manley explained that the City of Hendersonville has initiated an amendment to the City's Zoning Ordinance to make changes that would allow for the greater utilization of land for missing middle housing and walkable, interconnected neighborhoods. These proposed changes are part of a series of zoning reforms that aim to address a range of issues that will relax density/dimensional standards to increase housing while increasing site design and transportation standards in order to ensure quality outcomes. These proposed changes include reductions in dimensional standards, improving clarity with new and revised definitions, and incorporation of new permitted uses. Revisions specifically overhauling the Planned Residential Development Conditional Zoning District (PRD) and Minor PRD are designed to tailor the district to new mixed housing type neighborhoods and infill development, allowing duplexes, triplexes and quadplexes in addition to single-family detached homes and townhomes. This type of development is in contrast to large apartment developments that have previously utilized PRD. These changes also translate to greater flexibility for minor PRDs. The use of Minor PRD for infill in existing neighborhoods will be

RECHLAR	MEETING
NEGULAK	MEETING

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complimented by the recently adopted provision to allow units that are under 1,200 Sq FT to count as .5 units in density calculations - creating naturally affordable housing options by removing disincentivizes that restrict the construction of smaller sized units. The proposed text amendment was unanimously recommended for approval by the Planning Board at their May 8, 2025, meeting.



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Sec. 5-14. PRD Planned Residential Development Conditional Zoning District Classification.	Proposed
$\Lambda = 27.77$	Amendments
5-14-4. Density.	
The density for a planned residential development shall be established by city council in consideration of the comprehensive plan, surrounding land uses and the existence of adequate private and public facilities, including without limitation, water, wastewater, solid waste, stormwater, roads and parks to serve the development. Unless a planned residential development qualifies for a density bonus as provided in subsection 5–14–6, below, the density authorized for the district shall not exceed ten units per-acre.	
<del>5 14 5. Density bonus.</del>	
A density bonus over and above the maximum density specified in subsection 5–14–4, above, may be approved by city council only upon determining that the proposed planned residential development complies with the general considerations listed in subsection 5–14–5 provisions and standards of this Article as well as the following additional considerations:	
The property on which the development is proposed to be situated shall be located in close proximity to <u>within 350</u> <u>feet of a bouleward or thoroughfare designated as such in the comprehensive transportation plan;</u>	
<ul> <li>b) Vehicular access for such development shall be limited to one or more boulevards or thoroughfares designated as such in the comprehensive transportation plan;</li> </ul>	
c) The carrying capacity of the roadway shall be adequate to handle increased traffic associated with the development without reducing the level of service grade of such roadway;	
<ul> <li>The development is proposed to be located within reasonable walking distance of places of employment and/or shopping facilities and shall provide pedestrian amenities in order to foster pedestrian access to such facilities;</li> </ul>	
e) The development shall provide common open space sufficient for the needs of its residents, which shall not be less than the greater of the common open space required by subsection 6–16–2, below, or one percent of the land area of the development for each dwelling unit per acre proposed.	
Any density authorized by city council pursuant to this section shall not exceed 18 dwelling units per acre.	Comment
Sec. 5-14. PRD Planned Residential Development Conditional Zoning District Classification.	Drepeed
Sec. 5-14. FRD Flanned Residential Development Conditional Zoning District Classification.	Proposed
	Amendments
5-14 <mark>-64</mark> . Development standards.	
Unless noted otherwise, the following development standards shall apply to all planned residential developments, whether major or minor. In addition, planned residential developments shall meet all applicable standards contained in article VI, below	
5-14-64.1. Open space and footprint requirements. Planned residential developments shall have a maximum	

5-14-64.1. Open space and footprint requirements. Planned residential developments shall have a maximum footprint of 20 40 percent of the site and shall have, as a minimum, 60 40 percent of the site as open space. In addition, planned residential developments shall meet the common open space requirements of section 6-16.

5-14-64.2. Dimensional Standards Setbacks. All dwellings and their accessory structures shall be set back not less than 40 feet from the nearest right of way line for any street or railroad adjoining the site; provided, however, such setback may be reduced to ten feet when parking is situated to the side or rear of the lot and screened from view from public rights of way. Furthermore, such buildings and structures shall be set back not less than 30 feet from any exterior property line which is not a right of way.

The planning board or <u>C</u>ity council, as the case may be, shall require reservations of rights-of-way, as well as increased setbacks, for roads identified in the comprehensive transportation plan, including existing roads to be widened as well as corridors of new roads.

All dwellings and their accessory structures shall be located at least ten feet from the edge of the paving for any street or drive and at least five feet from the edge of the paving for any street or drive and at least five feet from the edge of the paving for any street or drive and may be physically connected to the principal structure which they serve. In addition, dwellings and accessory structures abutting a street intended to serve more than 32 dwelling units or intended to be dedicated as a public street must be set back a minimum of 35 feet from the center line of such street. The approved setback lines shall be shown on the plan of development and on any recorded subdivision plat.

In addition to the foregoing setback requirements, minimum spacing between buildings shall be provided as per the NC State Building Code Volume V Fire Prevention.

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

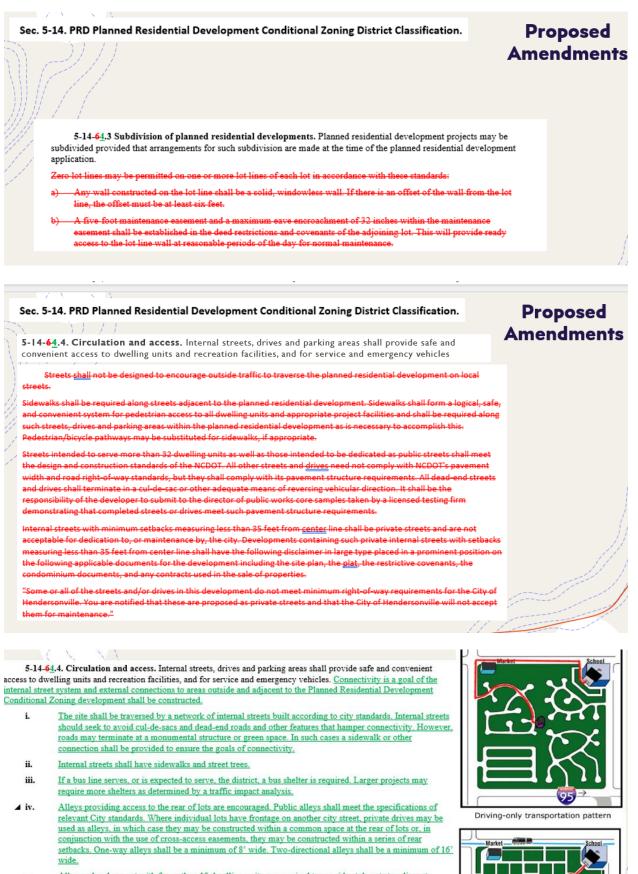
Amendments

Minimum lot area in square feet:	<u>0</u>
Minimum lot width at building line in feet:	None
<u>Minimum yard requirements for Principal</u> <u>Structures in feet:</u>	<u>Front:</u> 40, reduced to <u>0</u> when parking is situated to the <u>side or</u> rear of the lot and screened from view from public right of way, <u>provided</u> , however, that front-facing garages shall be setback a minimum of 45 feet.
	<u>Side: 0. If provided, setbacks shall be a</u> <u>minimum of 5 with exception of corner lots</u> <u>where setback shall be 7.5 from side street</u> <u>right-of-way</u>
	<u>Rear: 20</u>
<u>Maximum height in feet:</u>	35
<u>Minimum yard requirements for Accessory</u> <u>Structure in feet:</u>	<u>Front: Located to side or rear of principal</u> <u>structure</u>
	<u>Side: 0 with exception of corner lots where</u> setback shall be 7.5 from side street right-of- way
	Rear: 0

# Proposed

1

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- v. All new development with fewer than 10 dwelling units are required to provide stub-outs to adjacent property to extend and connect streets and drives with future streets and drives where feasible and practical.
- vi. All new development with more than 10 but fewer than 100 dwelling units are required to provide at least one stub-out to extend and connect streets and drives with future streets and drives on adjacent property. In the event that adjacent land is already developed with stub-outs present, the developer shall connect to the existing stub-out(s). In the event that the proposed development is able to provide three or more points of access to the existing street network, this provision may be waived.
- vii. <u>Residential developments containing 100 or more dwelling units shall provide required street connections</u> and stub-outs at a ratio of one stub-out per 100 dwelling units to extend and connect streets and drives with future streets and drives on adjacent property. In the event adjacent land is already developed with stubouts present, the developer shall connect to the existing stub-out(s).

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Walkable connected transporation network

#### **REGULAR MEETING**

### JUNE 5, 2025

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Proposed Amendments ilding will not block sunlight from adjacent property between the hours of 10:00 a.m. and 2:00 ه uch <u>building</u> is adequately designed and served from the standpoint of safety, and the city fire chief certifies that the ipment to be insti llad is add d and that the buil ately desig the fire stations and equipment so as to offer adequate protection to life and property. In no case shall the building d 50 feet in height. e side and rear yards for any structure in excess of 35 feet in height shall be increased by one foot for each one foot in height in excess of 35 feet. 5-14-6.6 Buffering, screen ng. The applicant shall prod plant\_construct and n nts for the preservation of a buffer and/or setbacks add rties from the impacts of es. Existing vegetation shall be p the project 5-14-6.7 Off-street parking. Off-street parking requirements for planned residential de ints shall be as fol er residential unit containing one or two bedrooms. A minin of one and one half spaces pe ntial unit containing three or more bedrooms. Enclosed garages and carports count tow nt. All parking spaces shall be located within 75 feet of the residential unit they serve. Proposed Amendments

5-14-64.85. Maintenance of common facilities. The developer, project owner, or a properly established homeowners association shall provide for the continuing maintenance of common open space, recreational facilities, sidewalks, parking, private streets and other privately owned but common facilities serving the project.

#### 5-14-4.6. Site Design.

- It is preferred that primary façades face the adjacent street or common space. A main entrance shall face a <u>i.</u> connecting walkway with a direct, safe, pedestrian connection to the street. Where the main entrance does not face the adjacent street, buildings should nonetheless be designed to provide an attractive streetside façade.
- Buildings shall be situated with regard to pedestrian and vehicular connectivity. It is preferred that they be <u>ii.</u> located close to the pedestrian street with off-street parking behind and/or beside the building. Important mountain vistas and/or views of significant historic sites shall be protected and accentuated to the extent practicable.
- Front-facing garages should be recessed from the front façade of the house and visually designed to form a 111. secondary building volume. Developers are encouraged to turn garages and carports so the openings or doors are not visible from the street.

#### 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. <u>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, <u>C-4</u> L</u>

### 5-14-75.1 Density.

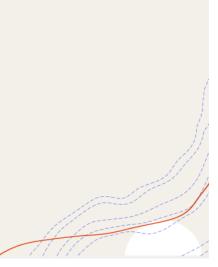
The maximum number of dwelling units which may be constructed in a minor planned residential development shall be 50 or a number computed <u>on the basis of</u> the following table, whichever is less.

Use District	Dwelling Units Per Acre
R-40	<u>1.0-2.0</u>
R-20	<u>2.5_3.0</u>
R-15	<u>3.75_4.0</u>
R-10	5.5
R-6	8.5
MIC	<u>5.5_8.5</u>
RCT	<u>5.5_8.5</u>
<u>C-4</u>	<u>8.5</u>
C-2	<u>8.5_10.0</u>
C-3	<u>8.5_10.0</u>
14	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 5-14-64, above.

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



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Proposed Amendments: PCD | 5-15-2. - Permissible uses. Residential dwellings, <u>Multi Family</u> 5 15 4.6. Density. The density for a residential development planned as part of a PCD Planned Commercial Development Conditional Zoning district shall be established by city council in consideration of the comprehensive plan, surrounding land uses and the existence of adequate private and public facilities, including, without limitation, water, wastewater, solid waste, stormwater, roads and parks, to serve the development. A planned commercial development may qualify for a density bonus in the manner specified in ection <u>5 14 5</u>, above. Otherwise, the density authorized for the district <u>shall</u> not exceed ten units per acre. subs PID | 5-21-2 - Permissible uses. Residential dwellings, multi family Proposed Sec. 4-5. Classification of uses Amendments: PRDCZD PCDCZD PIDCZD URCZD R-40 R-20 R-15 R-10 R-6 MIC 3 Ξ USE Phase 1 + 2Accessory dwelling units SS SS SS SS SS <u>SS</u> SS SS SS Adaptive reuse P Golf courses ₽ Ρ Ρ Golf driving ranges, par 3 golf SU p Ρ Р Planned residential development (minor) SS SS SS SS SS SS ss P Planned residential development (major) р Residential dwellings, single-family p Р Р Р Р Р Р Р Р р P Ľ Residential dwellings, multi-family ₽ ₽ р ₽ Р Р Residential dwellings, two-family Ρ Ρ Р Р Ρ Р P Ρ Residential dwellings, three-family P P Residential dwellings, four-family Ρ P

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Proposed Amendments:

#### SUBDIVISION ORDINANCE

Residential dwellings, small-scale multi-family

Personal services

Retail stores

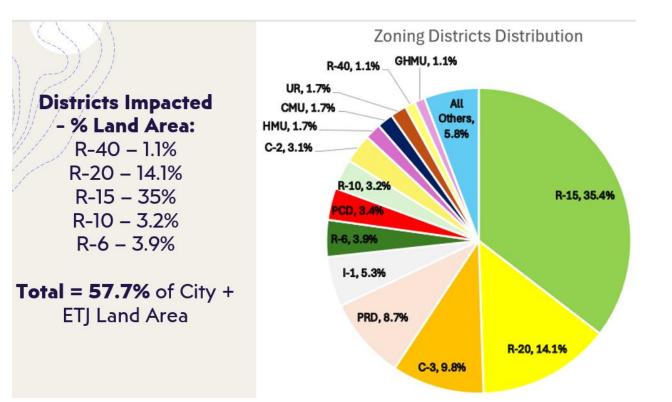
Restaurants

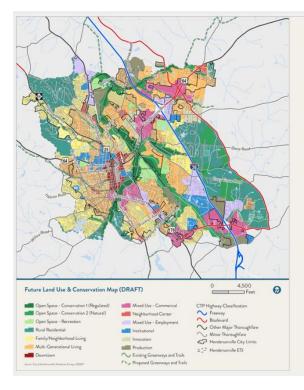
Section 4.03. B. 2. a. ii. ii. Private streets shall not be constructed as part of development within the city's corporate limits with the exception of private alleys. Private alleys shall be considered drives and not subject to public street standards.

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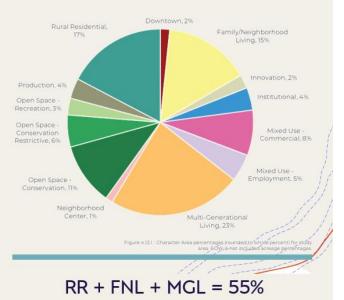
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Relationship to Gen H Comp Plan



#### RURAL RÉSIDENTIAL LIVING (RR) Characterized by low-density residential development, this area

**Comp Plan Character Areas** 

residential development, this area is comprised of single-family detached homes on a lot size of one acre or greater. Conservation design, which includes more open space in exchange for smaller minimum lot sizes, may be a preferred approach to residential development, especially if higher gross densities can be achieved. Golf course communities can also be found in these areas.

#### FAMILY/NEIGHBORHOOD LIVING (FNL)

This area is characterized by moderate-density residential development. It is comprised of single-family detached homes on lots typically ranging from 1/3 acre to 1/8 acre. Improved open spaces in the form of pocket and neighborhood parks are interspersed, and greenway trails within are located to connect such parks as well as provide links to trails and walkways in neighboring development. Conservation design, which includes more open space in exchange for smaller minimum lot sizes, may be a preferred approach to residential development, especially if higher gross densities can be

## MULTI-GENERATIONAL LIVING (MGL)

This area is characterized by mixed residential development and a limited amount of small scaled neighborhood-serving commercial. It is comprised of a variety of homes, mixing detached and attached (e.g., townhomes and duplexes) units with a lesser amount of multi-family units. The combination of housing types are intended to create intergenerational neighborhoods. Improved open spaces in the form of greens, pocket parks, and neighborhood parks, are interspersed. Lot sizes are similar to those in FNL, but with increased densities

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	Standards: AN CONSISTENCY	LAND SUPPLY, SUITABILITY & INTENSITY	<b>Supply:</b> The Land Supply Map shows an abundance of "Underdeveloped" land in the City's zoning jurisdiction. <b>Suitability:</b> Land Suitability Maps show that <u>a majority of</u> the land supply is 'most suitable' for Residential development. <b>Intensity:</b> The proposal aligns with the development pattern of Option 2 in Figure 4.9 - Alternative Growth Map
	PL/	FUTURE LAND USE & CONSERVATION MAP	<ul> <li>Designation: Rural Residential, Family Neighborhood Living, Multi- Generational Living</li> <li>Character Area Description: Somewhat Consistent</li> <li>Zoning Crosswalk: Consistent</li> <li>Focus Area Map: N/A</li> </ul>
General	General Rezor 1) COMPREHENSIVE	COMMITTEE RECOMMENDATION	The Planning Board reviewed this item on multiple occasions and provided a recommendation for approval 5.8.2025

Standards:	EXISTING CONDITIONS	The proposed text amendment is not incompatible with the existing development pattern in the city. The proposal allows for "gentle density" and some allowances for small-scale multi-family housing alongside traditional single-family homes.
General Rezoning St 2) COMPATIBIL	RELEVANT GEN H GOALS	Vibrant Neighborhoods: [Consistent] Abundant Housing Choices: [Consistent] Healthy and Accessible Natural Environment: [Consistent] Authentic Community Character: [Consistent] Safe Streets and Trails: [Consistent] Satisfying Work Opportunities: [Consistent] Welcoming & Inclusive Community: [Consistent] Accessible & Available Community Services: N/A Resilient Community: [Consistent]
Ger	GEN H GUIDING PRINCIPLES	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]

## **Relationship to Gen H Comp Plan "Guiding Principles"**

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

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.

Section 5, Item A.

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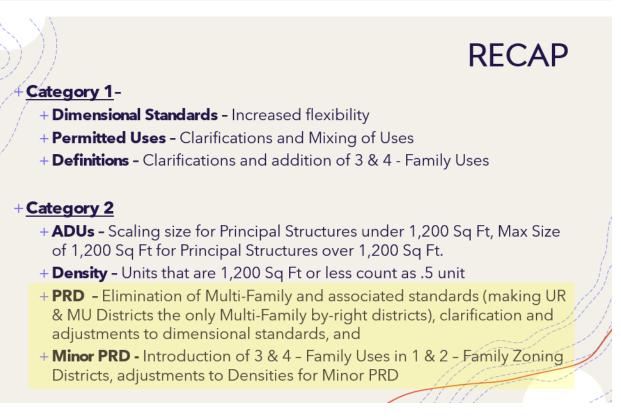
General Rezoning Standards:	DESIGN GU ASSESS (Chapt	MENT	<u>Public Realm – [Consistent]</u> <u>Site Design – [Consistent]</u> <u>Building Design – [Consistent]</u>				
General Rezoning Standards	3) CHANGED CONDITIONS	in Hendersonvi "attainable hou	anged condition relates to the persistent lack of housing availability lle and throughout the region. In particular, "starter homes" / sing" / "naturally-occurring affordable housing" supply are lacking accommodate the city's workforce and next generation of city				
General Rezo	4) PUBLIC INTEREST	mix of housing t occurring afford placed to the re	mendment would allow for a compatible infill development with a ypes and increased "gentle density" of market-rate naturally- lable housing. Some provisions for interconnectivity and parking ar encourages a development patterns that lends itself to creating heighborhoods across the City.				
General Rezoning Standards	5) PUBLIC FACILITIES	of existing i	sed text amendment would allow for greater utilization infrastructure without the need for utility expansion a cost of maintenance.				
General Rezo	6) EFFECT ON NATURAL ENVIRONMENT	the potentia existing und the structure where struct	mmediate development proposed. However, there is I for some loss of trees where new units are placed on eveloped land. However, due to the small footprint of es and reduced setbacks, there will be flexibility in tures are located – lending itself to more options in o avoid mature canopy trees.				

## 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 address the need for additional missing middle housing.
- The proposed amendment establishes standards to encourage walkable neighborhoods.
- The proposed amendment compliments existing provisions to incentive the construction of smaller, more affordable dwellings ("starter homes").



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

The public hearing was opened at 7:24 p.m.

### Via Zoom:

Ken Fitch spoke in favor of the zoning text amendment.

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

Council Member Jennifer Hensley said that Matt Manley and staff did a great job on this and you're doing exactly what we asked you to do and streamlining the processes and helping to create infill development which are all goals of the city and thank you for all of your hard work because I know, there are a lot of words.

City Council Member Jennifer Hensley moved that City Council adopt an ordinance amending the official City of Hendersonville Zoning Ordinance, Article IV. Establishment of Districts & Article V. – Zoning

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District Classifications and to mend the City of Hendersonville Subdivision Ordinance, Section 4.03. Streets, as presented by staff, 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 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.

2. 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:

- 1. The proposed amendment creates an opportunity to address the need for additional gentle density missing middle housing.
- 2. The proposed amendment establishes standards to encourage walkable neighborhoods.
- 3. The proposed amendment compliments existing provisions to incentivize the construction of smaller, more affordable dwellings ("starter homes").

A unanimous vote of the Council followed. Motion carried.

Ordinance #O-25-33

#### AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE CITY OF HENDERSONVILLE ZONING ORDINANCE, ARTICLE IV. ESTABLISHMENT OF DISTRICTS & ARTICLE V. – ZONING DISTRICT CLASSIFICATIONS AND TO AMEND THE CITY OF HENDERSONVILLE SUBDIVISION ORDINANCE, SECTION 4.03. STREETS

**WHEREAS**, the Planning Board reviewed this petition for a zoning text amendment at its regular meeting on May 8, 2025; voting 8-0 to recommend City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance, and

WHEREAS, City Council took up this application at its regular meeting on June 5, 2025, and

**WHEREAS,** City Council has found that this zoning text 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 finds that this zoning text amendment will support the provision of workforce and missing middle housing in the City by providing opportunities for a mix of housing types such as duplexes, triplexes and quadplexes as well as single-family homes, and

**WHEREAS,** City Council has conducted a public hearing as required by the North Carolina General Statutes on June 5, 2025,

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Hendersonville to amend the City of Hendersonville Zoning Ordinance, Article IV. Establishment of Districts & Article V. – Zoning District Classifications and to amend the City of Hendersonville Subdivision Ordinance, Section 4.03. Streets

#### ZONING ORDINANCE

#### Sec. 5-9. - C-4 Neighborhood Commercial Zoning District Classification

#### **5-9-1.** Permitted uses.

The following uses are permitted by right in the C-4 Neighborhood Commercial Zoning District Classification, provided they meet all requirements of this Section and all other requirements established in this appendix:

Planned residential developments (minor), subject to the requirements of article VII, below

\*\*\*

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

This zoning district classification is designed to accommodate planned residential developments with a rezoning to a Planned Residential Development Conditional Zoning District in accordance with article VII herein. Such rezoning to a Planned Residential Conditional Zoning District is required as a prerequisite to any use or development in the PRD Zoning District Classification, and no use shall be permitted except pursuant to such permit. The rezoning shall insure that the proposed use or development is consistent with the requirements of this section and may further specify the timing of development, the location and extent of rights-of-way and other areas to be dedicated for public use, and other such matters as the applicant may propose as conditions upon the request. In granting the rezoning for a planned residential district, city council may impose such additional reasonable and appropriate safeguards upon such approval as

		Section 5, Item A.
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it may deem necessary in order that the purpose and intent of this chapter are served, public welfare secured and substantial justice done.

### 5-14-1. Application.

The reclassification of property to PRD Planned Residential Development Conditional Zoning District shall constitute an amendment of the official zoning map which may be initiated only by all of the owner(s) of a legal interest in the affected property. Such amendment shall be initiated by means of an application for rezoning to a PRD Planned Residential Development Conditional Zoning District. No permit shall be issued for any development within a PRD Planned Residential Development Conditional Zoning District except in accordance with an approved rezoning.

### 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 where the gross floor area of any individual unit does not exceed 2,000 square feet. In combination, neighborhood-oriented nonresidential uses may not exceed a footprint of 8,000 square feet per building.

Neighborhood-oriented Retail stores consistent with the purposes of this classification, such as gift shops, florist shops and pharmacies where the gross floor area of any individual unit does not exceed 2,000 square feet. In combination, neighborhood-oriented nonresidential uses may not exceed a footprint of 8,000 square feet per building.

Nursing homes, subject to supplementary standards contained in section 16-4, below

<u>Neighborhood-oriented</u> 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)

Progressive care facilities, subject to supplementary standards contained in section 16-4, below Public utility facilities, subject to supplementary standards contained in section 16-4, below

**Religious institutions** 

### 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-thrus) where the gross floor area of any individual unit does not exceed 2,000 square feet. In combination, neighborhood-oriented nonresidential uses may not exceed a footprint of 8,000 square feet per building.

Rest homes, subject to supplementary standards contained in section 16-4, below

Schools, primary, elementary, and secondary

Telecommunications antennas, subject to supplementary standards contained in section 16-4, below

Telecommunications towers, subject to supplementary standards contained in section 16-4, below

### 5-14-3. Site requirements.

Planned residential development conditional zoning districts shall have the following site <u>and</u> <u>density</u> requirements:

a) The total land area of the district shall be at least three acres; and Sites should be located in one of the following Future Land Use designations as illustrated in the City's most recently adopted Comprehensive Plan: Rural Residential, Family Neighborhood Living, Multi-Generational Living.

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b) Access to the planned residential development shall be by means of a boulevard or thoroughfare (major or minor) designated as such in the comprehensive transportation plan. Alternatively, access may be provided by means of streets other than major or minor thoroughfares when it is clearly demonstrated that the planned residential development will not result in a significant increase in traffic on any such street. Density authorized for a Planned residential development conditional zoning district shall not exceed 10 units per acre. The following recommended maximum densities are based on the Future Land Use designation of the site:

i. Rural Residential = 2 units per acre

<u>ii. Family Neighborhood Living = 6 units per acre</u>

iii. Multi-Generational Living = 10 units per acre

#### 5-14-4. Density.

The density for a planned residential development shall be established by city council in consideration of the comprehensive plan, surrounding land uses and the existence of adequate private and public facilities, including without limitation, water, wastewater, solid waste, stormwater, roads and parks to serve the development. Unless a planned residential development qualifies for a density bonus as provided in subsection 5–14–6, below, the density authorized for the district shall not exceed ten units per acre.

#### 5-14-5. Density bonus.

A density bonus over and above the maximum density specified in subsection 5–14–4, above, may be approved by city council only upon determining that the proposed planned residential development complies with the general considerations listed in subsection 5–14–5 provisions and standards of this Article as well as the following additional considerations:

- a) The property on which the development is proposed to be situated shall be located in close proximity to within 350 feet of a boulevard or thoroughfare designated as such in the comprehensive transportation plan;
- b) Vehicular access for such development shall be limited to one or more boulevards or thoroughfares designated as such in the comprehensive transportation plan;
- c) The carrying capacity of the roadway shall be adequate to handle increased traffic associated with the development without reducing the level of service <u>grade</u> of such roadway;
- d) The development is proposed to be located within reasonable walking distance of places of employment and/or shopping facilities and shall provide pedestrian amenities in order to foster pedestrian access to such facilities;
- e) The development shall provide common open space sufficient for the needs of its residents, which shall not be less than the greater of the common open space required by subsection 6–16–2, below, or one percent of the land area of the development for each dwelling unit per acre proposed.

Any density authorized by city council pursuant to this section shall not exceed 18 dwelling units per acre.

#### 5-14-64. Development standards.

Unless noted otherwise, the following development standards shall apply to all planned residential developments, whether major or minor. In addition, planned residential developments shall meet all applicable standards contained in article VI, below

**5-14-64.1. Open space and footprint requirements.** Planned residential developments shall have a maximum footprint of  $\frac{20}{20} \frac{40}{20}$  percent of the site and shall have, as a minimum,  $\frac{60}{40} \frac{40}{20}$  percent of the site as open space. In addition, planned residential developments shall meet the common open space requirements of section 6-16.

**5-14-64.2.** Dimensional Standards Setbacks. All dwellings and their accessory structures shall be set back not less than 40 feet from the nearest right of way line for any street or railroad adjoining the site; provided, however, such setback may be reduced to ten feet when parking is situated to the side or rear of the lot and screened from view from public rights of way. Furthermore, such buildings and structures shall be set back not less than 30 feet from any exterior property line which is not a right of way.

The planning board or c City council, as the case may be, shall require reservations of rights-of-way, as well as increased setbacks, for roads identified in the comprehensive transportation plan, including existing roads to be widened as well as corridors of new roads.

All dwellings and their accessory structures shall be located at least ten feet from the edge of the paving for any street or drive and at least five feet from the edge of the paving for any area devoted principally to parking. Carports shall be situated at least ten feet from the edge of the paving for any street or drive and may be physically connected to the principal structure which they serve. In addition, dwellings and accessory structures abutting a street intended to serve more than 32 dwelling units or intended to be dedicated as a public street must be set back a minimum of 35 feet from the center line of such street. The approved setback lines shall be shown on the plan of development and on any recorded subdivision plat.

In addition to the foregoing setback requirements, minimum spacing between buildings shall be provided as per the NC State Building Code Volume V Fire Prevention.

**REGULAR MEETING** 

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Minimum lot area in square feet:	<u>0</u>
Minimum lot width at building line in feet:	None
<u>Minimum yard requirements for Principal</u> <u>Structures in feet:</u>	<ul> <li>Front: 40, reduced to <u>0</u> when parking is situated to the side or rear of the lot and screened from view from public right of way, provided, however, that front-facing garages shall be setback a minimum of 45 feet.</li> <li>Side: 0. If provided, setbacks shall be a minimum of 5 with exception of corner lots</li> </ul>
	where setback shall be 7.5 from side street right-of-way
	<u>Rear: 20</u>
<u>Maximum height in feet:</u>	35
<u>Minimum yard requirements for Accessory</u> <u>Structure in feet:</u>	Front: Located to side or rear of principal structure
	<u>Side: 0 with exception of corner lots where</u> setback shall be 7.5 from side street right- of-way
	Rear: 0

**5-14-64.3 Subdivision of planned residential developments.** Planned residential development projects may be subdivided provided that arrangements for such subdivision are made at the time of the planned residential development application.

Zero lot lines may be permitted on one or more lot lines of each lot in accordance with these standards:

- a) Any wall constructed on the lot line shall be a solid, windowless wall. If there is an offset of the wall from the lot line, the offset must be at least six feet.
- b) A five foot maintenance easement and a maximum eave encroachment of 32 inches within the maintenance easement shall be established in the deed restrictions and covenants of the adjoining lot. This will provide ready access to the lot line wall at reasonable periods of the day for normal maintenance.

**5-14-64.4. Circulation and access.** Internal streets, drives and parking areas shall provide safe and convenient access to dwelling units and recreation facilities, and for service and emergency vehicles. <u>Connectivity</u> is a goal of the internal street system and external connections to areas outside and adjacent to the Planned Residential Development Conditional Zoning development shall be constructed.

- i. The site shall be traversed by a network of internal streets built according to city standards. Internal streets should seek to avoid cul-de-sacs and dead-end roads and other features that hamper connectivity. However, roads may terminate at a monumental structure or green space. In such cases a sidewalk or other connection shall be provided to ensure the goals of connectivity.
- ii. <u>Internal streets shall have sidewalks and street trees.</u>
- iii. If a bus line serves, or is expected to serve, the district, a bus shelter is required. Larger projects may require more shelters as determined by a traffic impact analysis.
- iv. Alleys providing access to the rear of lots are encouraged. Public alleys shall meet the specifications of relevant City standards. Where individual lots have frontage on another city street, private drives may be used as alleys, in which case they may be constructed within common space at the rear of lots or, in conjunction with the use of cross-access easements, they may be constructed within a series of rear setbacks. One-way alleys shall be a minimum of 8' wide. Two-directional alleys shall be a minimum of 16' wide.
- v. <u>All new development with fewer than 10 dwelling units are required to provide stub-outs to adjacent</u> property to extend and connect streets and drives with future streets and drives where feasible and practical.
- vi. All new development with more than 10 but fewer than 100 dwelling units are required to provide at least one stub-out to extend and connect streets and drives with future streets and drives on adjacent property. In the event that adjacent land is already developed with stub-outs present, the developer shall connect to the existing stub-out(s). In the event that the proposed development is able to provide three or more points of access to the existing street network, this provision may be waived.
- vii. <u>Residential developments containing 100 or more dwelling units shall provide required street</u> <u>connections and stub-outs at a ratio of one stub-out per 100 dwelling units to extend and connect</u> <u>streets and drives with future streets and drives on adjacent property. In the event adjacent land is</u> <u>already developed with stub-outs present, the developer shall connect to the existing stub-out(s).</u>

Streets shall not be designed to encourage outside traffic to traverse the planned residential development on local streets.

Sidewalks shall be required along streets adjacent to the planned residential development. Sidewalks shall form a logical, safe, and convenient system for pedestrian access to all dwelling units and appropriate project facilities and shall be required along such streets, drives and parking areas within the planned residential development as is necessary to accomplish this. Pedestrian/bicycle pathways may be substituted for sidewalks, if appropriate.

Streets intended to serve more than 32 dwelling units as well as those intended to be dedicated as public streets shall meet the design and construction standards of the NCDOT. All other streets and drives need not comply with NCDOT's pavement width and road right of way standards, but they shall comply with its pavement structure requirements. All dead end streets and drives shall terminate in a cul de sac or other adequate means of reversing vehicular direction. It shall be the responsibility of the developer to submit to the director of public works core samples taken by a licensed testing firm demonstrating that completed streets or drives meet such pavement structure structure requirements.

Internal streets with minimum setbacks measuring less than 35 feet from center line shall be private streets and are not acceptable for dedication to, or maintenance by, the city. Developments containing such private internal streets with setbacks measuring less than 35 feet from center line shall have the following disclaimer in large type placed in a prominent position on the following applicable documents for the development including the site plan, the plat, the restrictive covenants, the condominium documents, and any contracts used in the sale of properties.

"Some or all of the streets and/or drives in this development do not meet minimum right of way requirements for the City of Hendersonville. You are notified that these are proposed as private streets and that the City of Hendersonville will not accept them for maintenance."

**5-14-6.5 Building height.** A building may exceed 35 feet in height only upon the granting of a height limitation exemption by the city council. Upon application, the council may grant a height limitation exemption upon finding that:

- Such building will not block sunlight from adjacent property between the hours of 10:00 a.m. and 2:00 p.m. from the months of October 1st to May 1st.
- b) Such building is adequately designed and served from the standpoint of safety, and the city fire chief certifies that the fire safety equipment to be installed is adequately designed and that the building is reasonably well located in relation to the fire stations and equipment so as to offer adequate protection to life and property. In no case shall the building exceed 50 feet in height.
- c) The side and rear yards for any structure in excess of 35 feet in height shall be increased by one foot for each one foot in height in excess of 35 feet.

**5-14-6.6 Buffering, screening and landscaping.** The applicant shall propose and plant, construct and make satisfactory arrangements for the preservation of a buffer and/or setbacks adequate to protect adjoining properties from the impacts of the proposed development. Parking and service areas and dumpsters shall be screened from view by adjacent single family residences. Existing vegetation shall be preserved whenever possible. In addition, the developer shall provide an appropriate landscaping plan within the project.

**5-14-6.7 Off-street parking.** Off street parking requirements for planned residential developments shall be as follows:

A minimum of one space per residential unit containing one or two bedrooms. A minimum of one and one half spaces per residential unit containing three or more bedrooms. Enclosed garages and carports count towards meeting the parking requirement. All parking spaces shall be located within 75 feet of the residential unit they serve.

**5-14-64.85**. Maintenance of common facilities. The developer, project owner, or a properly established homeowners association shall provide for the continuing maintenance of common open space, recreational facilities, sidewalks, parking, private streets and other privately owned but common facilities serving the project.

### 5-14-4.6. Site Design.

- i. It is preferred that primary façades face the adjacent street or common space. A main entrance shall face a connecting walkway with a direct, safe, pedestrian connection to the street. Where the main entrance does not face the adjacent street, buildings should nonetheless be designed to provide an attractive streetside façade.
- <u>ii.</u> Buildings shall be situated with regard to pedestrian and vehicular connectivity. It is preferred that they be located close to the pedestrian street with off-street parking behind and/or beside the building. Important mountain vistas and/or views of significant historic sites shall be protected and accentuated to the extent practicable.
- iii.
   Front-facing garages should be recessed from the front façade of the house and visually designed to

   form a secondary building volume. Developers are encouraged to turn garages and carports so

   the openings or doors are not visible from the street.

#### 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, <u>is greater than 2</u> <u>dwelling units but</u> does not exceed 50 dwelling units. <u>Minor planned residential developments</u> <u>may consist of any residential uses permitted under Sec. 5-14-2, regardless of the underlying</u>

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<u>zoning district.</u> and so long as no accessory <u>No</u> commercial development <u>may be part of a minor</u> <u>planned residential development.</u> 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, <u>C-4</u> <u>I-1</u>.

#### 5-14-7<u>5</u>.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	<u>1.0-2.0</u>
R-20	<u>2.5</u> <u>3.0</u>
R-15	<u>3.75 4.0</u>
R-10	5.5
R-6	8.5
MIC	<u>5.5</u> <u>8.5</u>
RCT	<u>5.5</u> <u>8.5</u>
<u>C-4</u>	<u>8.5</u>
C-2	<u>8.5-10.0</u>
C-3	<u>8.5_10.0</u>
H4	<del>8.5</del>

**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 5-14-64, above.

**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.

Section 5-15 Planned Commercial Development Conditional Zoning District

5-15-2. - Permissible uses, subject to rezoning to a Planned Commercial Development Conditional Zoning District.

Residential dwellings, Multi-Family

5-15-4. - Development standards

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**5-15-4.6. Density.** The density for a residential development planned as part of a PCD Planned Commercial Development Conditional Zoning district shall be established by city council in consideration of the comprehensive plan, surrounding land uses and the existence of adequate private and public facilities, including, without limitation, water, wastewater, solid waste, stormwater, roads and parks, to serve the development. A planned commercial development may qualify for a density bonus in the manner specified in subsection <u>5-14-5</u>, above. Otherwise, the density authorized for the district shall not exceed ten units per acre.

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### Section 5-21. - PID Planned Institutional Development Conditional Zoning District Classification

5-21-2 - Permissible uses.

Residential dwellings, multi-family

USE	R-40	R-20	R-15	R-10	R-6	PRDCZD	MIC	C-4	PCDCZD	I-1	PIDCZD	URCZD
Accessory dwelling units	S S	S S	S S	S S	S S	<u>s</u> <u>s</u>	S S	S S	-	S S	-	-
Adaptive reuse	-	-	-	-	-	-	-	-	-	<u>P</u>	-	-
Golf courses	-	-	-	-	-	₽	-	-	Ρ	Ρ	-	-
Golf driving ranges, par 3 golf	S U	-	-	-	-	₽	-	-	Ρ	Ρ	-	-
Planned residential development (minor)	S S	S S	S S	S S	S S	-	S S	<u>P</u>	-	s s	-	-
Planned residential development (major)	-	1	-	1	-	₽	-	-	-	-	1	-
Residential dwellings, single-family	Р	Ρ	Ρ	Ρ	Ρ	Ρ	Ρ	Ρ	Ρ	₽	Ρ	L
Residential dwellings, multi-family	-	-	-	-	-	₽	-	₽	₽	-	₽	Ρ
Residential dwellings, two-family	-	Ρ	Ρ	Ρ	Ρ	Ρ	Ρ	<u>P</u>	Ρ	-	Ρ	-
Residential dwellings, three-family	-	1	2	1	1	<u>P</u>	1	<u>P</u>	2	1	1	2
Residential dwellings, four-family	-	2	1	2	2	<u>P</u>	1	<u>P</u>	2	2	Ξ	Ξ
Residential dwellings, small-scale multi- family	=	1	Ξ	1	Ξ	Ξ	<u>P</u>	<u>P</u>	-	Ξ	Ξ	Ξ
Personal services	-	-	-	-	-	Ē	S S	Ρ	Ρ	Ρ	-	L
Retail stores	-	-	-	-	-	Ē	S S	S S	Ρ	Ρ	-	L
Restaurants	-	-	-	-	-	L	S U	S U	Ρ	Ρ	-	L

#### Sec. 4-5. Classification of uses

### UBDIVISION ORDINANCE

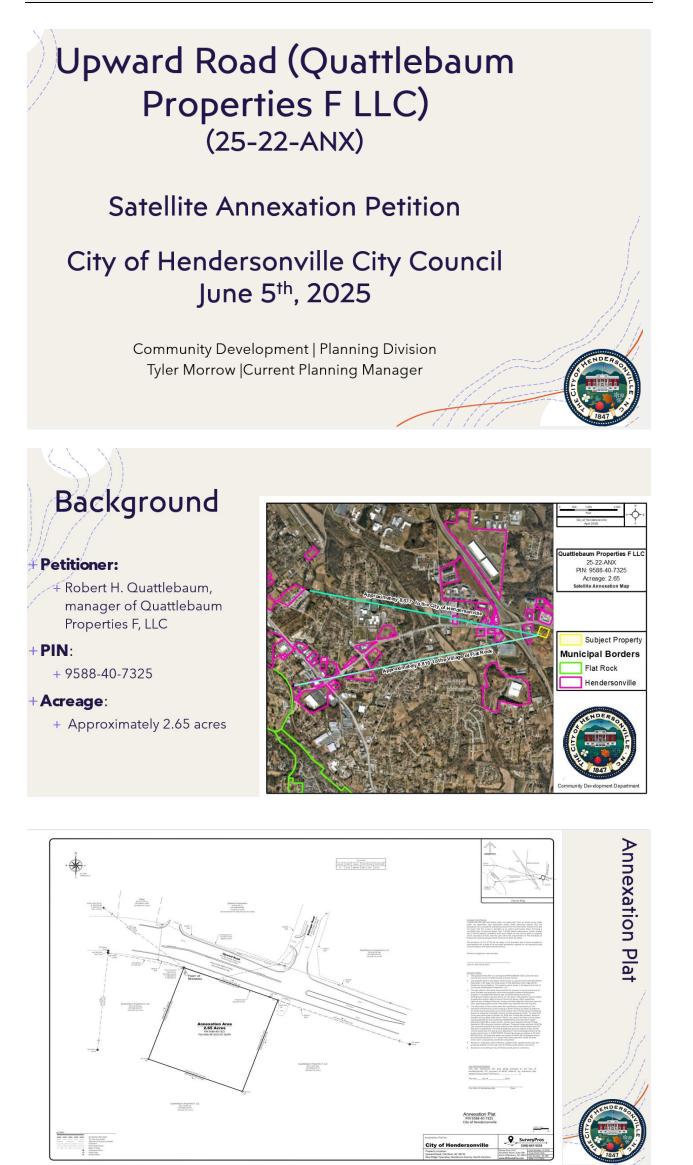
Section 4.03. B. 2. a. ii. ii. Private streets shall not be constructed as part of development within the city's corporate limits with the exception of private alleys. Private alleys shall be considered drives and not subject to public street standards.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5<sup>th</sup> day of June, 2025.

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

**D.** Annexation: Public Hearing-Upward Road (Quattlebaum Properties F, LLC) (25-22-ANX) – Tyler Morrow, Current Planning Manager

Tyler Morrow explained that the City of Hendersonville received a petition from Robert H. Quattlebaum, manager of Quattlebaum Properties F, LLC for satellite annexation of PIN 9588-40-7325 located on Upward Road that is approximately 2.65 acres. On May 1st, 2025, City Council accepted the City Clerk's Certificate of Sufficiency for the petition and set June 5<sup>th</sup>, 2025, as the date for the public hearing.



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Wes Hall, Entitlements Project Manager and Sean Poole, Senior Real Estate Site Selector and Devin Stanley, Civil Engineer with Blue Ridge Engineering were all introduced. Wes and Sean gave the following PowerPoint presentation.



## Madeline J. Trilling

Scarbrough, Scarbrough & Trilling, PLLC Land-Use Attorney

Devin Staley, P.E. – Blue Ridge Engineering Civil Engineer

> Wes Hall, P.E. – Sheetz, Inc. Entitlements Project Manager

Sean Poole – Sheetz, Inc. Senior Real Estate Site Selector

SHEETZ

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## **FLAT ROCK SHEETZ SITE**



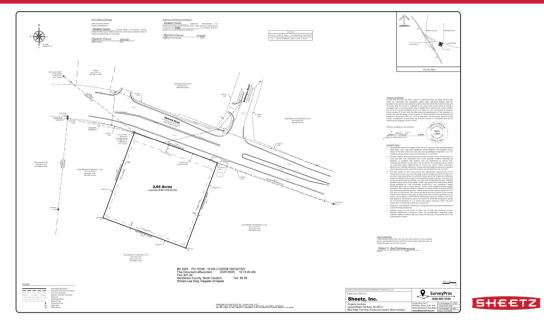
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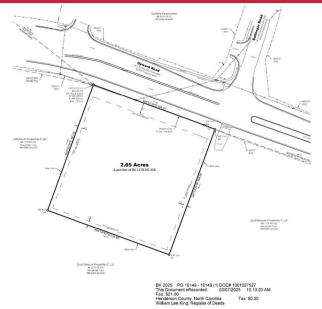
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## **FLAT ROCK SHEETZ SITE**

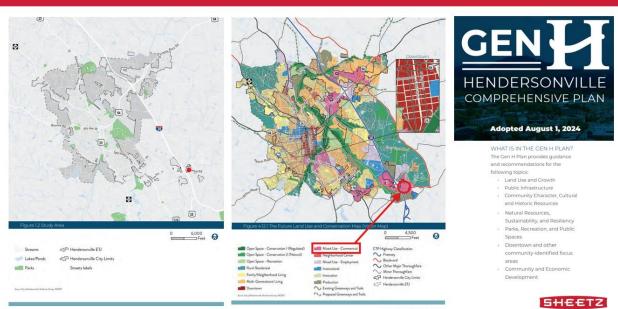


## **FLAT ROCK SHEETZ SITE**



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## **CITY OF HENDERSONVILLE COMPLIANCE**

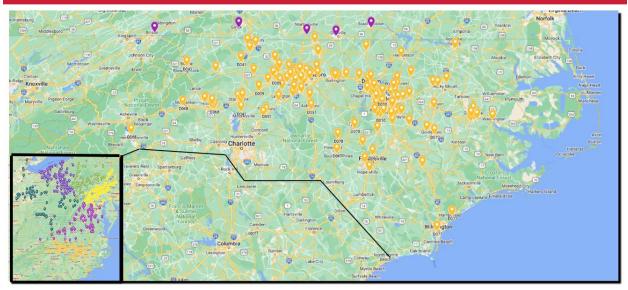


## **FAMILY OWNED SINCE 1952!**



SHEETZ

## **CURRENT STORE LOCATIONS**



SHEETZ



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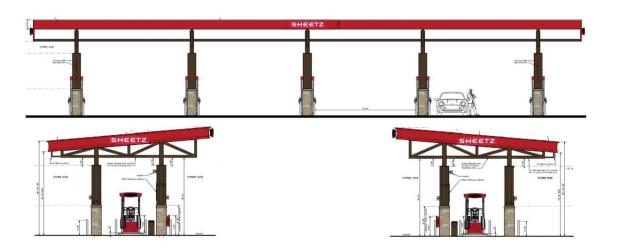
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## **SHEETZ RENDERINGS** <sup>5</sup>1<sup>6</sup>1<sup>6</sup>1<sup>5</sup>1<sup>0</sup> ä SHEETZ TT MTO 0.0.0.0 1 FRONT ELEVATION 5.5.5.5. 0179 0179 0179 EETZ 0위 ()위 ()위 0189 01993 00 0/0 ENTIFIC APPLICAT IN, VINYL ADDRESS NUMBER ATION CHARACTERS FOR GLAS ION. IN COMPLIANCE WITH INC. SHEETZ

## **SHEETZ RENDERINGS**



## **SHEETZ RENDERINGS**



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## **ACCOLADES & COMMUNITY SUPPORT**



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

The public hearing was opened at 7:38 p.m.

There were no public comments.

The public hearing was closed at 7:38 p.m.

City Council member Jennifer Hensley moved that City Council adopt an ordinance of the City of Hendersonville to annex noncontiguous property owned by Robert H. Quattlebaum, manager of Quattlebaum Properties F, LLC, identified as PIN 9588-40-7325, finding that the standards established by North Carolina General Statute 160A-58.1 have been satisfied and that the annexation is in the best interest of the City. A unanimous vote of the Council.

Ordinance #O-25-34

### AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO EXTEND THE CORPORATE LIMITS OF THE CITY AS A SATELLITE ANNEXATION

Re: Petition for Satellite Annexation Petitioners: Robert H. Quattlebaum, manager of Quattlebaum Properties F, LLC File No. 25-22-ANX

**WHEREAS**, The City of Hendersonville has been petitioned by Robert H. Quattlebaum, manager of Quattlebaum Properties F, LLC pursuant to North Carolina General Statutes (NCGS) 160A-58.1, as amended, to annex the area described herein below; and,

WHEREAS, the City Clerk has investigated and certified the sufficiency of said petition; and,

**WHEREAS**, a public hearing on the question of this annexation was held at City Hall at 160 6<sup>th</sup> Ave East, Hendersonville, NC at 5:45 pm, on the 5<sup>th</sup> day of June 2025, after due notice by publication as provided by law on May 18<sup>th</sup>, 2025; and

**WHEREAS**, the City Council further finds the areas described therein meets the standards of N.C. G.S. 160A-58.1(b), to wit;

- 1. The Petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area.
- 2. The nearest point on the proposed satellite corporate limit is approximately 8,577' from the primary corporate limits of the City of Hendersonville, which is less than 3 miles.
- 3. The Petition includes the names and addresses and signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S.160A-58.1 (a).
- 4. No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville (Village of Flat Rock approximately 8,810').

- 5. The area is situated so the City will be able to provide the same services within the proposed corporate limits that is provided within the primary corporate limits.
- 6. The area proposed for annexation is not subject to subdivision regulation as described N.C.G.S. § 160D-802.
- 7. The total area within the proposed satellite corporate limits, when added to the area within all the other satellite corporate limits of the City, does not exceed ten (10%) of the area within the primary corporate limits of the City.
- 8. The area for annexation meets all other requirements defined in NC 160A-58.54 regarding the character of the area to be annexed.

**WHEREAS**, the City further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

**WHEREAS**, the City further finds that the petition is otherwise valid, and that the public health, safety, and welfare of the City and of the area proposed for annexation will be best served by annexing the area described;

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

1: By virtue of the authority granted by N.C.G.S. 160A-58.2, as amended, the following described noncontiguous area is hereby annexed and made part of the City of Hendersonville as of the 5<sup>th</sup> day of June 2025.

Being all of that real property consisting of PIN 9588-40-7325 described in the plat recorded in Book 2025- \_\_\_\_\_ [to be inserted at recording of the plat] of the Henderson County Registry, said PIN 9588-40-7325 being described by metes and bounds as follows:

Being a tract of land containing 2.65 acres, shown in Plat Slide Book 2025, Page 16149, Tax Parcel PIN 9588-40-7325, located on Upward Road, S.R. 1783, in Blue Ridge Township, Henderson County, North Carolina, surveyed by Jason Wall, PLS of Survey Pros PLLC, Project #24-160, January 17, 2025, with bearings relative to NC Grid, NAD 83. A metes and bounds description of the area to be annexed taken from said survey is as follows:

BEGINNING at a 5/8" rebar found in the southern margin of right of way for Upward Road, at the northwestern corner of a 2.65 acre tract shown in Plat Slide Book 2025, Page 16149, having NC Grid coordinates of N: 580,589.02' E: 984,636.22', and said 5/8" rebar being located, South 78°26'59" East, a distance of 257.98 feet from a 5/8" rebar found, the northwestern corner of Deed Book 1178, Page 326; thence from the POINT OF BEGINNING, with the southern margin of right-of-way, and with a new city limits line, the following two courses: (1) South 69°57'19" East, 304.16 feet to a 5/8" iron set; (2) with a curve to the right, a chord bearing and distance of, South 68°12'29" East, 30.20 feet to a 5/8" iron set in the southern margin of right-of-way of Upward Road; thence continuing with a new city limits line, and with the 2.65 acre tract shown in Plat Slide Book 2025, Page 16149, the following 3 courses: (1) South 20°10'26" West, 344.34 feet to a 5/8" iron set; (2) North 69°54'45" West, 333.89 feet to a 5/8" iron set; (3) North 20°05'50" East, 345.01 feet to a 5/8" rebar found, the POINT OF BEGINNING, containing an annexation area of 2.65 acres, more or less.

2: Upon and after the 5th day of June 2025, the above-described territory, and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Hendersonville and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10, as amended.

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5<sup>th</sup> day of June 2025.

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

### ~Mayor Volk asked for a brief recess at 7:40 p.m. and returned to session at 7:46 p.m.~

## **E. Rezoning: Conditional Zoning District-Ronan at Hendersonville (P24-33-CZD)** – *Tyler Morrow, Current Planning Manager*

Tyler Morrow explained that the City of Hendersonville is in receipt of an application for a Conditional Rezoning from Paul Aiesi, manager of Graycliff Capital Development, LLC, applicants and Robert O. Camenzind, Peggy C. Cabe, John T Fleming, Enno F. Camenzind,

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Paula Camenzind Carter, property owners. The applicant is requesting to rezone the subject property, PIN 9588-22-1126 and located on S. Allen Road, from CHMU, Commercial Highway Mixed Use to CHMU-CZD, Commercial Highway Mixed Use Conditional Zoning District for the construction of a 192-unit multi-family development and associated accessory structures and amenities. The site plan depicts eight multi-family buildings, each comprising of 24 units. These buildings are proposed to be three stories tall, slightly, exceeding 39 feet. Additionally, the plan includes five garages, a cabana, a clubhouse with a pool, and various amenities such as a fire pit, community garden, dog park, and playground.

Ronan at Hendersonville (Waterleaf at Flat Rock Phase II) (P24-33-CZD)
Conditional Rezoning
City of Hendersonville City Council June 5 <sup>th</sup> , 2025
Community Development   Planning Division Tyler Morrow   Current Planning Manager
<ul> <li>Sales</li> &lt;</ul>

## Neighborhood Compatibility Meeting

+ **Dates:** June 19<sup>th</sup>, 2024

### + Attendees:

- + In-person 2 residents
- + Online 2 residents

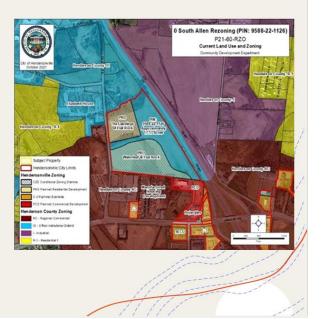
### **Topics Discussed:**

- + The need to conserve as many trees as feasible.
- + Whether the stormwater detention location would affect tree preservation.
- + The absence of Phase 2 being discussed during the Phase I of the Waterleaf Development review
- NEIGHBORHOOD COMPATIBILITY MEETING OFFICIAL NOTIFICATION by the City of Hendersonville Correction of City of Hendersonville Conditional Information Call: (28) 697-3010 or Visit www.hendersonville.gov/public-notices-hearing:
- + The affordability of the housing units.
- + The recommendation for conducting a wildlife study.
- + Concerns regarding the loss of agricultural land.



- + September 2nd, 2021: City Council annexed this parcel and the Waterleaf at Flat Rock Phase I parcel. At the time of annexation, they were both combined into a 32.66-acre parcel.
- + January 6th, 2022: City Council zoned the subject property CHMU. The applicant/owners of the property originally petition that the parcel be zoned C-3 due to it's I-26 frontage and their desire to have a commercial tenant (commercial uses are also permitted in CHMU), however, they became agreeable to CHMU after Planning Board recommended denial of the C-3 petition and recommend approval of the property being zoned CHMU.

## **Rezoning History**

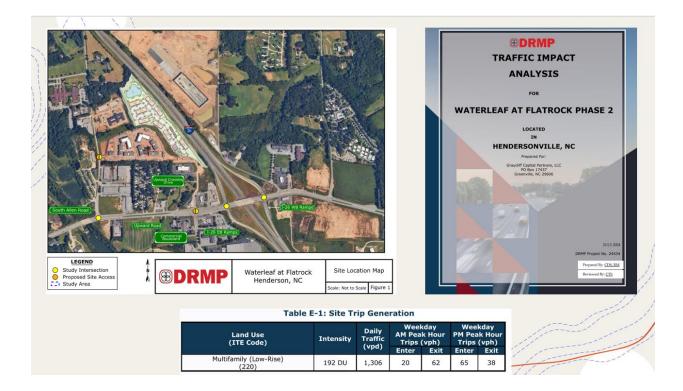




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COMPET FORT AT T





roadway design established with the existing Waterleaf Phase I extension

# City Staff Proposed Condition (Developer Agreed)

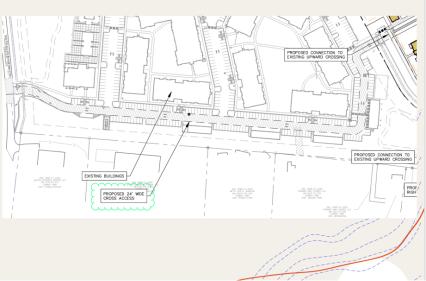
PEDOVIO CARE DRIO F CAMERZINE FILILA CRUERZINE CARTER ROBERT O CAMERZINE

WELLAW P. BUR. P.E. WILA CHIMMEDIWI, PLLO 724 SIN ANDHAR MC17 MCNECHSCHWELE, NO 28792

CHIMEDA Alfenie

### **City Proposed Conditions:**

 The developer shall record a 24' wide cross access easement as shown on sheet C200 between the Ronan at Hendersonville Project (Waterleaf Phase 2) and the Summit at Hendersonville Project (Waterleaf Phase 1). Thus, providing permanent access from the Ronan at Hendersonville Development to S. Allen Road.

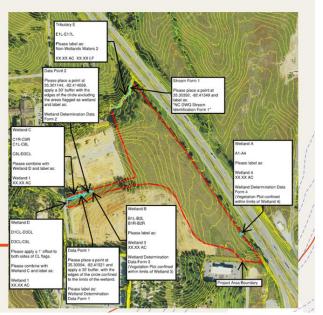


## Proposed Conditions (Developer Agreed)

### **Developer Proposed Conditions :**

Request condition to remove the requirement of street connectivity & stub-outs per section 5-27-5-2-4 as the proposed project area is surrounded by new development that likewise do not have reciprocated stub outs.

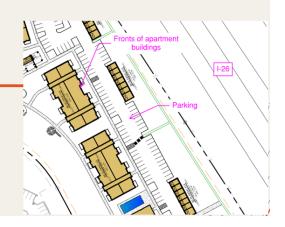
- 2. An updated boundary survey will be provided for final design.
- Jurisdictional letter confirmed by Army Corps of Engineers will be provided for final design.

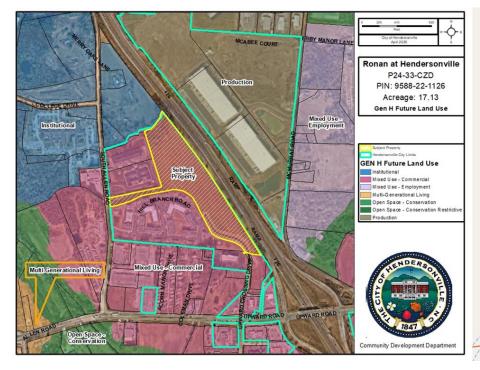


## Proposed Conditions (Developer Agreed)

## **Developer Proposed Conditions :**

4. Acknowledge that the CHMU requires off street parking to be located to the side or rear, but due to traffic and noise levels associated with the interstate, requiring parking be located adjacent to the interstate as shown in the current design to allow residents to be further from interstate.



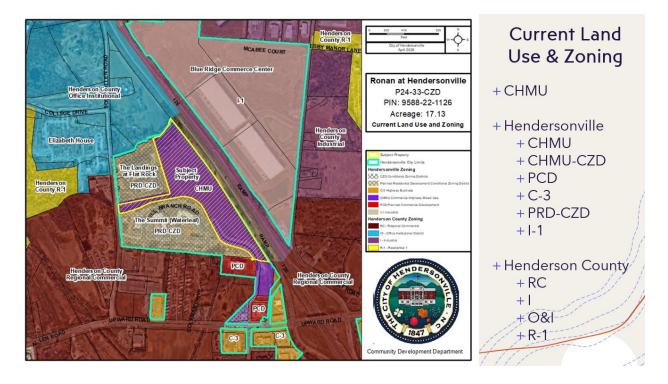


## Future Land Use

- + Mixed Use Commercial
- + Mixed Use
- Employment
- + Production
- + Intuitional
- + Open Space-
- Conservation + Multi-Generational
- Living

MAY 1, 2025

standards: N CONSISTENCY	LAND SUPPLY, SUITABILITY & INTENSITY	<ul> <li>The subject property was not listed on the land suitability or supply maps.</li> <li>The subject property is within the focused intensity node of the I-26 Interchange.</li> </ul>
General Rezoning S	FUTURE LAND USE &	<ul> <li>Designation: Mixed Use Commercial</li> <li>Character Area Description: Somewhat</li></ul>
1) COMPREHENSIVE PLAN	CONSERVATION MAP	Consistent <li>Zoning Crosswalk: Consistent</li>



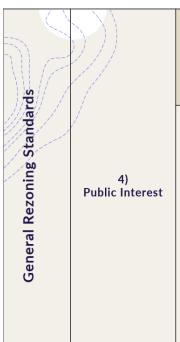
General Rezoning Standards	2) Compatibility	Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property.		
		• The proposed development follows a design <u>similar to</u> that of the adjacent developments (Summit at Hendersonville (Waterleaf Phase I) and Stonecroft (Landings at Flat Rock). If approved and constructed, this development would complete the buildout of the overall parent parcel for these three developments. The development places residents within walking distance of dining, retail, and banking amenities.		
	3) Changed Conditions	Whether and the extent to which there are changed conditions, trends or facts that require an amendment.		
		• The subject property is currently annexed and zoned Commercial Highway Mixed Use. The proposed project aligns with the underlying zoning and design requirements for this district. It is required to be reviewed as a conditional zoning district due to the number of dwelling units proposed.		

### **REGULAR MEETING**

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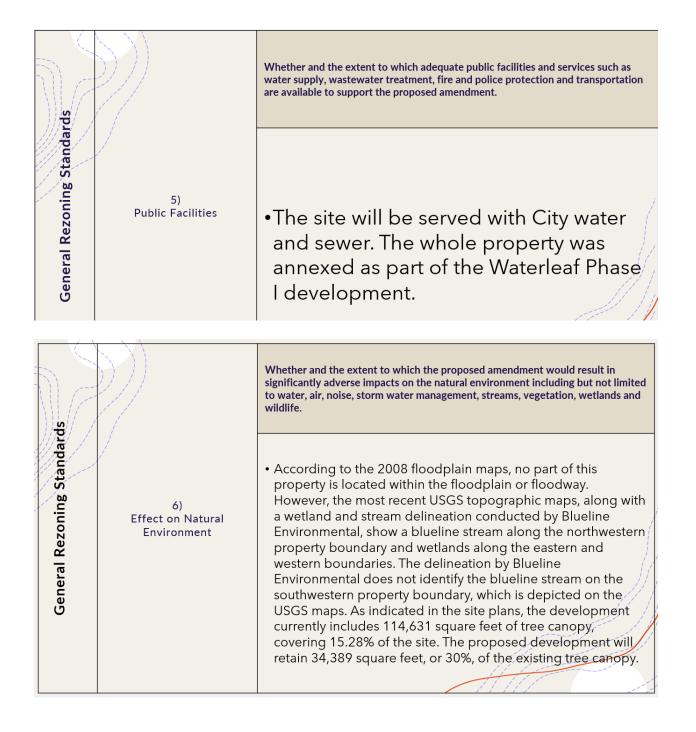
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Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public health, safety and general welfare.

 According to the 2024 Housing Needs Assessment, Henderson County requires an estimated 10,000 new housing units over the next five years. Of these, at least 2,000 units are needed in Hendersonville for low-tomoderate income households. Over the past five years, the City of Hendersonville has approved 1,938 multi-family units. If this project is approved, the total number of recently approved multi-family units in Hendersonville would rise to 2,130. However, of the 1,938 units approved, only 1,825 are currently active. Additionally, only 163 of the approved active units are affordable for citizens earning between 30% and 80% of the Area Median Income (AMI).



## **Planning Board Recommendation**

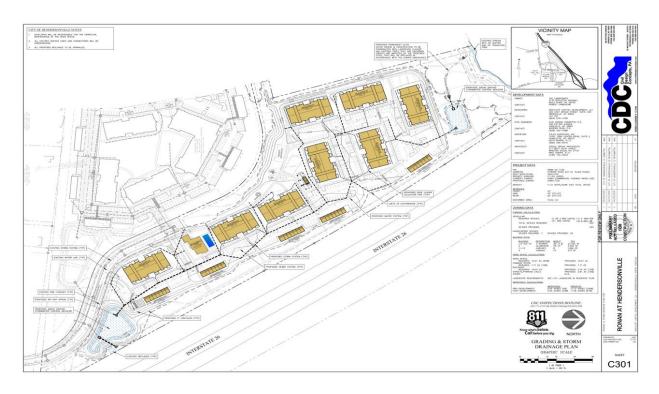
The City of Hendersonville Planning Board made a motion recommending <u>approval</u>, finding the petition to be consistent with the comprehensive plan and finding it to be reasonable and in the public interest based on the information from the staff analysis and the public comments presented at their meeting on <u>May 8th</u>, 2025.

The Planning Board recommended removing developer proposed condition 4 (Removal of S. Allen frontage sidewalk) and condition 6 (Installing 1.5" caliper trees instead of 3" caliper trees for common space). **Both of these conditions have been removed by the** developer post Planning Board meeting.

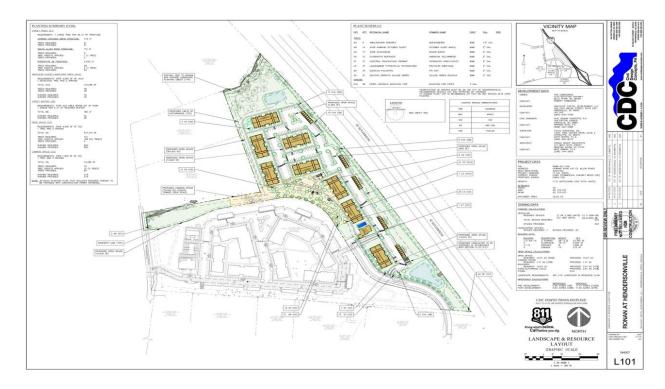
## The motion carried 7 to 1.









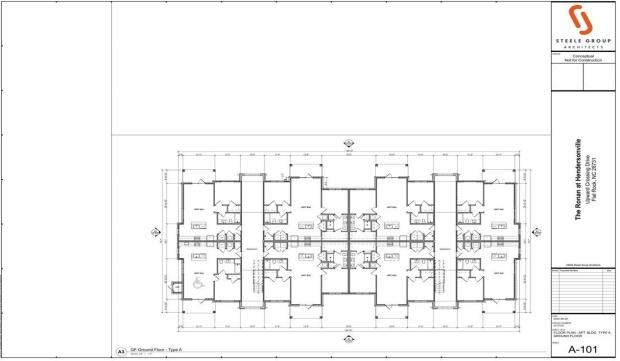


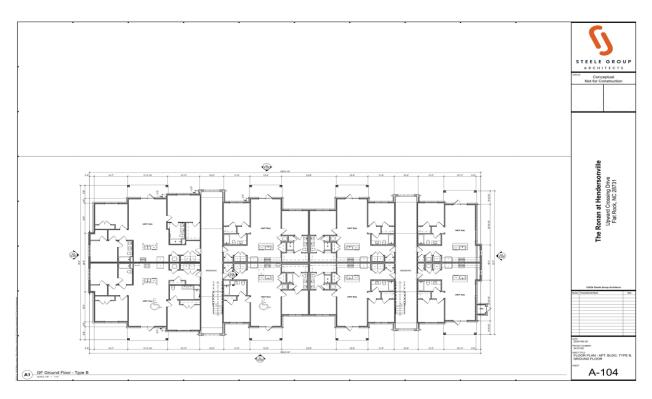
## REGULAR MEETING

MAY 1, 2025

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Image: State		10	The Ronau at Hendersonville Present of the Ronau at

### MAY 1, 2025

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Jay Lee (representing the development team from Graycliff Capital Partners in Greenville, South Carolina. He gave a summary of what their plan was to bring to the community.

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

The public hearing was opened at 8:02 p.m.

### In Person:

Ken Fitch spoke in favor of the rezoning.

The public hearing was closed at 8:05 p.m.

City 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 (PIN: 9588-22-1126) from CHMU, Commercial Highway Mixed Use to CHMU-CZD, Commercial Highway Mixed Use Conditional Zoning District, for the construction of a 192 unit multi-family development based on the master site plan and list of conditions submitted by and agreed to by the applicant, [dated 5-16-25] 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:

**Permitted Uses:** 

- 1. Residential dwellings, multi-family
- 2. Accessory uses & structures

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 the public hearing, and because:

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

3. 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. The proposed development further supports the growth of this area as a multifamily node along the I-26 corridor, placing residents in close proximity to I-26, Blue Ridge Community College, a bank, and other commercial amenities.

2. The proposed development adds needed housing to help address local demand. A unanimous vote of the Council followed. Motion carried.

Ordinance #O-25-35

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR A PARCEL POSSESSING PIN NUMBER: 9588-22-1126 BY CHANGING THE ZONING DESIGNATION FROM CHMU, COMMERCIAL HIGHWAY MIXED USE TO CHMU-CZD, COMMERCIAL HIGHWAY MIXED USE CONDITIONAL ZONING DISTRICT

IN RE: Parcel Number: 9588-22-1126 Address: 0 South Allen Road Ronan at Hendersonville: (File # P24-33-CZD)

**WHEREAS**, the City is in receipt of a Conditional Rezoning application from applicant, Paul Aiesi, Manager of Graycliff Capital Development, LLC, and property owners, Robert O. Camenzind, Peggy C. Cabe, John T Fleming, Enno F. Camenzind, Paula Camenzind Carter, for the construction of a 192-unit multi-family development on approximately 17.13 acres, and

**WHEREAS**, the Planning Board took up this application at its regular meeting on May 8<sup>th</sup>, 2025; voting 7-1 to recommend City Council approve an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on June 5th, 2025, and

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

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel Number: 9588-22-1126, changing the zoning designation from CHMU, Commercial Highway Mixed Use to CHMU-CZD, Commercial Highway Mixed Use

Conditional Zoning District.

- 2. Development of the parcel pursuant to this Ordinance is subject to the following.
  - a. Development shall comply with the master site plan submitted by the applicant dated May 16<sup>th</sup>, 2025, including the conditions listed therein, [and/or as modified and presented to City Council][and/or including modifications approved by City Council which shall be added to the site plan. The updated site shall be submitted to the City at or before the applicant's execution of this Ordinance].
  - b. Permitted uses shall include:
    - i. Residential dwellings, multi-family
    - ii. Accessory uses & structures
  - c. Additional conditions that shall be satisfied prior to final site plan approval include: i.
- 3. Except where modified by the terms of this Ordinance, development of the parcel(s) shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina.
- 4. Except where explicit relief is granted by the terms of this Ordinance, the development of the parcel(s) shall occur in accordance with all applicable standards within local ordinances and policies.

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

Adopted this 5<sup>th</sup> day of June, 2025.

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

### F. Notice of Condemnation Order – Lew Holloway, Community Development Director

Lew Holloway explained that 201 Sugarloaf Road, known as the Cascades Mountain Resort, was issued a Notice of Violation complaint on December 13th, 2024 wherein a series of violations, observed on a December 4<sup>th</sup>, 2024 site visit, of Section 12-40 of the City's Code of Ordinances were presented to the property owners. The Notice established an administrative hearing date of January 8<sup>th</sup>, 2025 for the Code Enforcement Officer to determine the validity of the complaint. The Administrative Hearing was continued from January 8th to February 13th to allow time to begin remediating the violations. No discernable progress being made when the meeting was reconvened, a Findings of Fact and an associated Order to Repair were issued on February 28th. The Order established the documented violations of the code and provided that those violations must be remediated by March 28<sup>th</sup>. Upon an inspection conducted on March 28<sup>th</sup> it was observed that all major violations persisted. At this time the Fire Marshall, under the authority granted that position by state statute, closed the facility because of the life-safety concerns around the Fire Suppression system. The attached ordinance layers the authority of the City's Code Enforcement officer onto the Fire Marshall, affirming the condemnation of the building until all of the violations of the City's Code of Ordinance, including but not limited to Fire Code violations, must be remediated to reopen the building. Copies of the code, inspection photos, HVAC audit, inspection reports and scope of work are on file in the Planning/Code Enforcement office.

## CASCADES MOUNTAIN RESORT Hendersonville Hospitality LLC

201 Sugarloaf Rd, Hendersonville NC 28792 PIN 9579561085 Nonresidential Property Maintenance and Repair

## Non-Residential Code Review

Chapter 12 requires...

## Nonresidential Property Maintenance Code

Authorized under NCGS 160D-1129

 Allowed to address "conditions that are dangerous and injurious to public health, safety, and welfare and identify circumstances under which a public necessity exists for the repair, closing, or demolition of such buildings or structures."

- Investigation
  Complaint and Hearing
- Complaint and Hearing Order to Repair – "safety or health of occupants or members of the general public is jeopardized."
- Repair or vacate and close
  - Adoption and Recordation of an Ordinance if repairs not made • Ordinance orders enforcement officer to make repairs (file lien) or cause building to be vacated and closed.
- Ordinance recorded, property posted with condemnation notice.
   After 2 years, can adopt ordinance to repair or demolish within 90 days (if < 50%) or demolish (if >50%), and can demolish if not repaired in the 90 days.



## Nonresidential Property Maintenance Code

 Chapter 12 Article III of Hendersonville Code of Ordinances

Section 12-40: "All nonresidential buildings and structures, including their premises, shall be maintained in a state of good repair that prevents further decay from wind, rain and external weather and secures the building from any unauthorized admittance from humans, animals or birds. All nonresidential buildings and structures and their premises shall be free of nuisances and shall be free of any hazards to the safety of occupants, customers or other persons utilizing the buildings and structures included the premises or to pedestrians and/or vehicles passing thereby. The nonresidential building and structure and the premises shall be kept in a condition that is not dangerous and injurious to the public health, safety and welfare. "



Nonresidential

Maintenance

Property

Code

PAGE 4

Chapter 12 Article III of Hendersonville Code of Ordinances

- Dilapidation, decay, unsanitary conditions or disrepair, which is dangerous to the health, safety and welfare of the occupants or other people in the city;
- Inadequate facilities for egress to such an extent that there does not exist at a minimum, sufficient operable doors that the building can be entered safely and exited in the same manner in case of fire or panic;
- Defects significantly increasing the hazards of fire, accident or other calamities;
- Lack of adequate ventilation, light, heating or sanitary facilities to such an extent as to endanger the health, safety or general welfare of the occupants or other residents of the city;
- Lack of proper electrical, heating or plumbing facilities which constitutes a health or a definite safety hazard.
- Any violation of the city fire prevention code which constitutes a condition which is unsafe and especially dangerous to life;



## **Fire Prevention Code**

## • Section 110 – Unsafe Buildings

### [A] 110.2 Evacuation.

The fire code official or the fire department official in charge of an incident shall be authorized to order the immediate evacuation of any occupied building deemed unsafe where such building has hazardous conditions that present imminent danger to building occupants. Persons so notified shall immediately leave the structure or premises and shall not enter or re-enter til authorized to do so by the fire code official or the fire department official in charge of the incident.

9

## Enforcement Timeline

Cascades' Initial Inspection

### • February 14, 2024

- Date of Initial Inspection
- CEO K Bragg and Fire Marshal N Young inspected the property
- Inspection prompted by a notice from Water Department that all water was to be cut off to the building
- Inspection attended by Debi Smith General Manager @ time of inspection
- Inspection report was provided to the property manager via e-mail on 3/14/24

REGULAR MEETING	May 1, 2025	VOLUME 28	PAGE 4 Section 5, Item A.
AFGULAR MEETING	MAI 1, 2023	VOLUME 20	
Enforcement Timeline	<ul> <li>December 4th, 2024         <ul> <li>Following repeated failed efforts to achieve compliance via a request to remedy approach a second inspection was conducted</li> </ul> </li> </ul>		
Cascades	<ul> <li>CEO – K Bragg and Fire Marshal J.</li> </ul>		
Re - Inspection	<ul> <li>Inspecti General</li> <li>Inspecti of City &amp; limited t</li> <li>Unper Block</li> <li>Broke</li> </ul>	mitted work	lavlani – pection olations
			1847
Enforcement Timeline Cascades Complaint	as Chief Coc The complai 4th inspection violation of S limited too; Dilapid Lack of Inadeq Fire Co Broken Inadeq O An administr	nplaint was issued by Lew Holloway le Enforcement Officer ant compiled the conditions observe on and established that these were of ection 12-40 of the City Code, inclu ation and Decay <sup>a</sup> adequate ventilation uate egress de violations	d during the Dec. deemed a Iding but not
Enforcement	• January	8th, 2025	
		ministrative Hearing held	alations
Timeline	<ul> <li>A continuance to address the violations was requested by the owners</li> </ul>		
Cascades Hearing	<ul> <li>Jasmine Budhwani – Company Official for Hendersonville Hospitality LLC requested a comprehensive site inspection with COH Fire Marshal and Code Enforcement Officer – this was set for 1/16/2025</li> <li>The continuance was granted with the understanding that all repairs would be made within 30 days</li> </ul>		requested n with COH nent 025 ith the
Enforcement		comprehensive site	
	inenactio	n was norformed h	

Enforcement Timeline

1/16/2025 Inspection inspection was performed by AFM John Gillespie and CEO Kathy Bragg with Jasmine Budhwani

			ſ		
REGULAR MEETING	MAY 1, 2025	VOLUME 28	PAGE 4	Section 5, Item A.	
Enforcement Timeline	completed	ation of repair wor by owners	k		
Continued Administrative Hearing	<ul> <li>Parties present: <ul> <li>Daniel Heyman, Staff Attorney</li> <li>Lew Holloway – Community Development Director</li> <li>Kathy Bragg – Code Enforcement Officer</li> <li>Nathan Young – Fire Marshal</li> <li>John Gillespie – Assistant Fire Marshal</li> <li>Andreu Philips – Counsel for Hendersonville Hospitality LLC</li> <li>Jasmine Budhwani was not present</li> </ul> </li> </ul>				
Enforcement Timeline Order to Repair	concerns included but not li Exits chained and/or ba Fire alarm system inope Sprinkler System inope Fire Department Conne Smoke Detectors inope	ed and presented serious life s mited to; rricaded; egress eliminated erable ection (FDC) blocked wrable ns (exposed and spliced wiring ance cords) appealed and therefore establ	;		
Enforcement Timeline Re-Inspection	cc Gi o Ni nc	025 te Inspection to review for f ompliance was made by AF illespie and CEO – Kathy one of the serious life safet oted in the Order to Repair I ddressed	M – John y concerns	3	

Enforcement Timeline

Fire Closure

- April 11th, 2025
  - City Fire Marshall issues an Order to Evacuate
  - "The following violations constitute hazardous conditions that present imminent danger to building occupants...."
  - Notice was given to the Health Department and Building Inspections Department
  - $\circ\,$  Health Department Inspected Site at this time

REGULAR MEETING	MAY 1, 2025	VOLUME 28	PAGE 4	Section 5, Item A.
Enforcement Timeline	He De	th, 2025 pection of common areas c nderson County Building Ins partment. rbon Monoxide monitors mi	spection	у
County Building Inspection	dat o Ap	me building permits have be es olicants e-mailed scope of v lding Inspector provided on	work to	
Enforcement Timeline		25 endersonville Hospitality/C ountain Resort representat • Chris Rivera – Consultar • Vicky Navlani - Manager	ives nt	
Re-Inspection	0 C	ity Staff present: CEO – Kathy Bragg FM – Nathan Young AFM – John Gillespie		
		Inspection lasted 3.5 hour common areas, guest roor	•	d

A site inspection was conducted by the County's Chief Building Inspector, the City's Code Enforcement Officer, the City's Fire Marshal and Assistant Fire Marshal.

Chief Building Inspector Crystal Lyda conducted an inspection of the property on the common areas only for over three hours. She showed many issues that give a general overview of the inspection. There needs to be an additional inspection needed to cover all the rooms and to date, we have not received a request for an inspection.



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# Kitchen: Water leaking from floor. NC Licensed Plumber to evaluate.

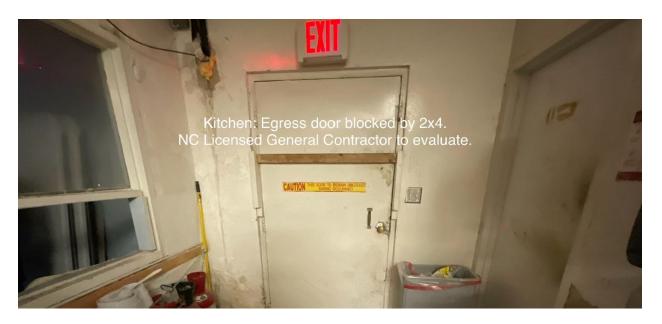


**REGULAR MEETING** 

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Exercise Room: Room enclosed without proper permits and inspections. NC Licensed Sprinkler, Fire Alarm, Electrician, HVAC contractors to evaluate.



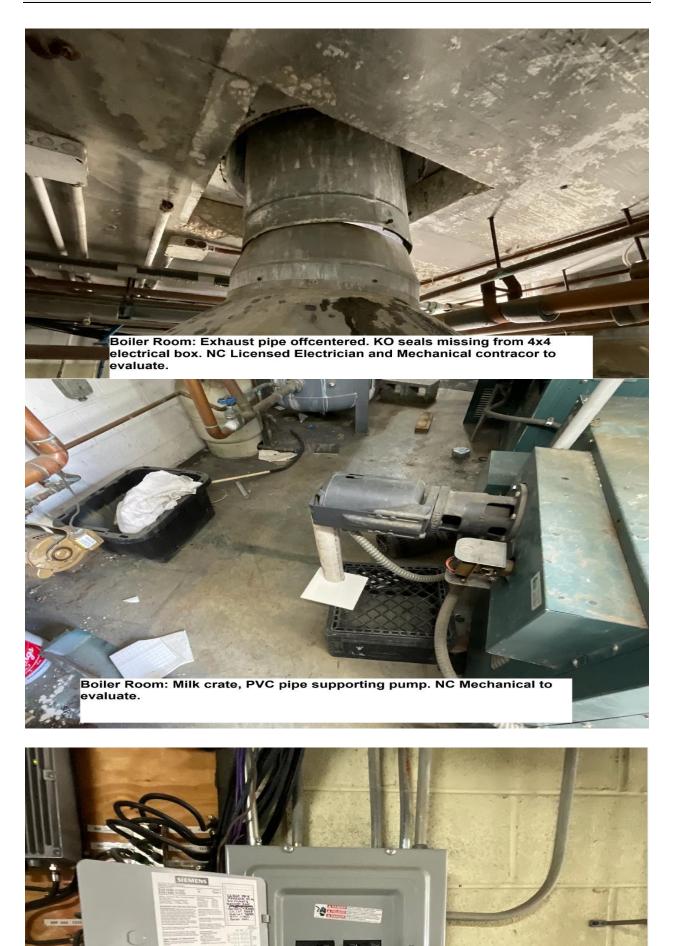
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Het Tub Equipment Room: Venting shows signs of corrosion. Chemicals stored inside room. Daytime at top of vent. Unsure if vent is sized property. NC Licensed Mechanical Contractor to evaluate.

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Boiler Room: New electrical panel installed with electrical wiring. NC Licensed Electrician to evaluate.

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Outdoor Patio: Gable roof missing felt paper and shingles. NC General Contractor to evaluate.

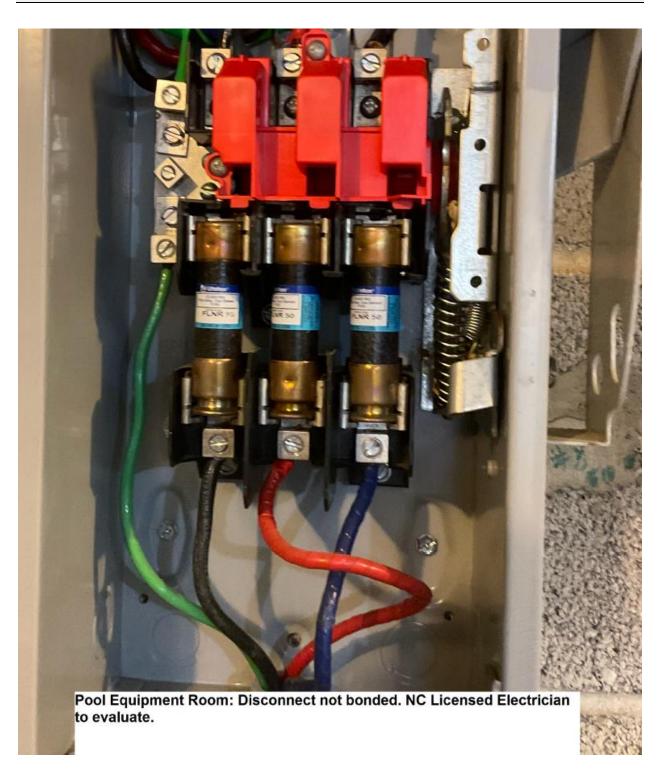


**REGULAR MEETING** 

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Seth Swift with the Environmental Health Department gave the perspective from their view and some background. The city called us, and we did a quick review of everything. On the 11<sup>th</sup> we did suspend the permits. There were only three. Lodging, the pool/spa and the restaurant. The restaurant had not been open since 2023. They closed it, we did not. We suspended the permits immediately. Theoretically, if they get everything back together again, we could lift the suspension, but we would do new inspections. We do not do electrical or plumbing, we are strictly sanitation.

Lew Holloway explained that after those two inspections, our own staff, Code Enforcement Officer Kathy Bragg and Fire Marshal Nate Young and Assistant Fire Marshal John Gillespie inspected the property.

				Oradian E. Kana A
REGULAR MEETING	MAY 1, 2025	VOLUME 28	PAGE 4	Section 5, Item A.

Code Enforcement Officer Kathy Bragg showed photos of what she found.

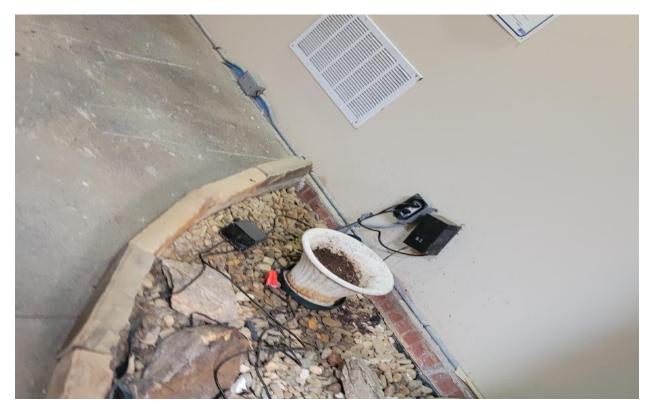




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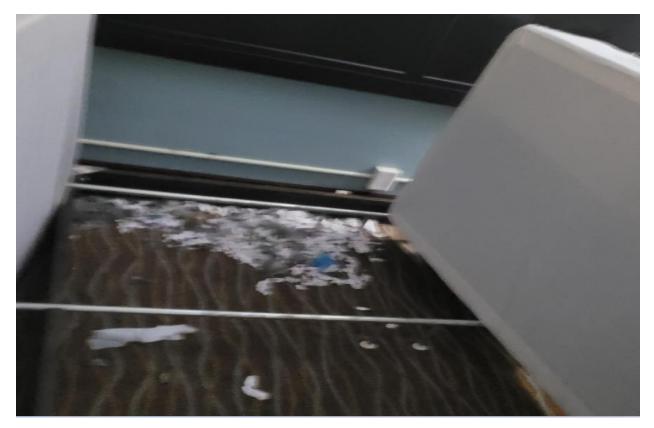
REGULAR MEETING

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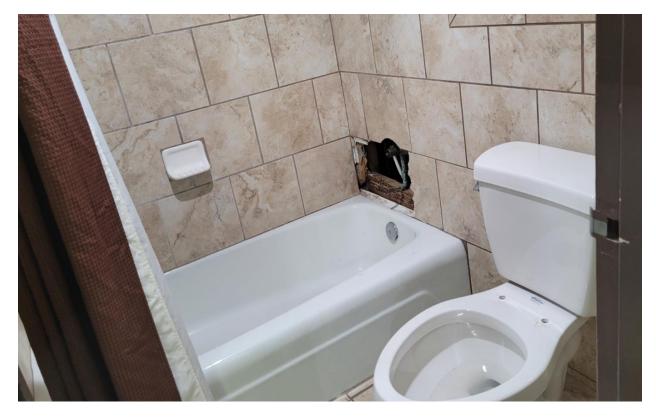




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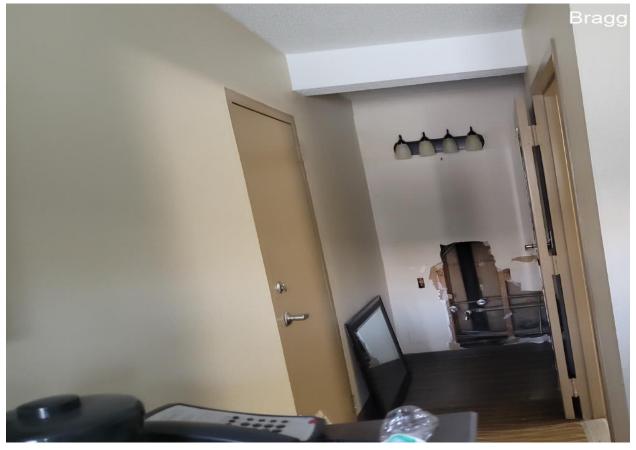






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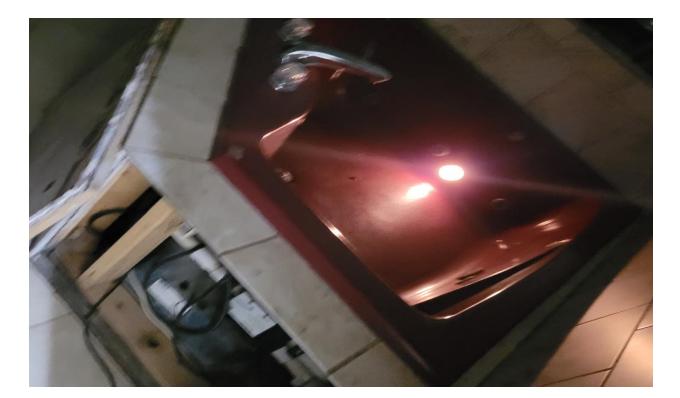
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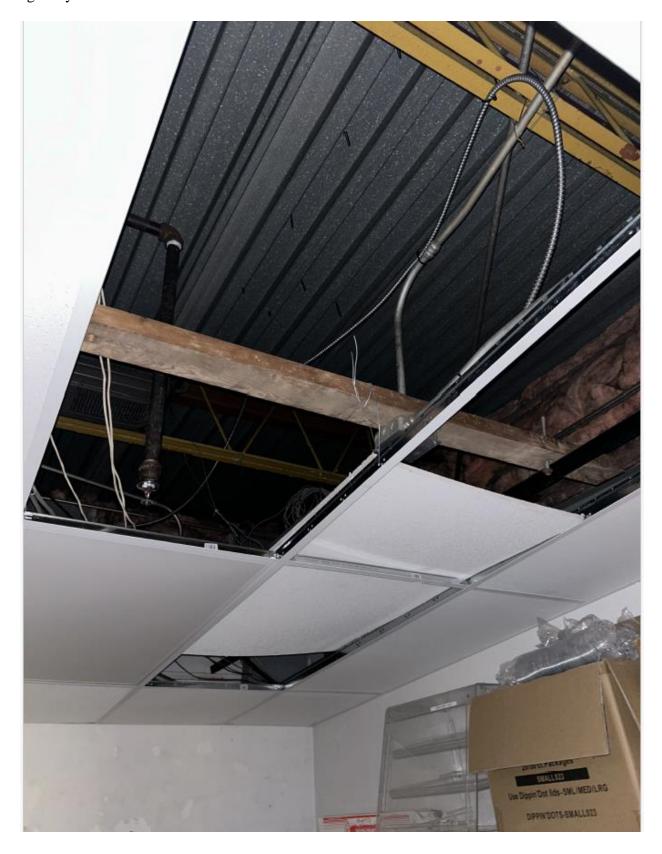






REGULAR MEETING MAY 1, 2025 VOLUME 28 PAGE 4	ction 5, Item A.
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Fire Marshal Nate Young said back in November of 2023, I did an annual inspection on the building for which we wrote them up for numerous violations. We tried to work with the manager at the time, Debbie. She continued to go down the same path of "yes we will take care of this" and nothing ever happened. We did reinspections throughout 2024. On June 3, 2024, I issued a non-compliant to them for their sprinkler system being nonfunctional. The sprinkler system had water on it but there were so many deficiencies in it that it needed to be corrected. Three days later, I got a work order from Debbie signed saying that Pye Barker was going to start doing the repairs. I then spoke to Pye Barker who said they had never gotten such a document. So, she forged the document and sent it to me to get me off their trail. From that point we did seventeen visits between June of last year and June of this year trying to get them back into compliance. I worked with the previous manager, the new manager and the new maintenance gentleman so going back to April 11<sup>th</sup>, we issued a Notice to Evacuate the building. Some of the pictures I am showing you are from earlier this week, and they will rebut some of the things that Ms. Lyda took pictures of two months ago so you will see the condition that it's in now.



This is the backside of the deep fryer hood.

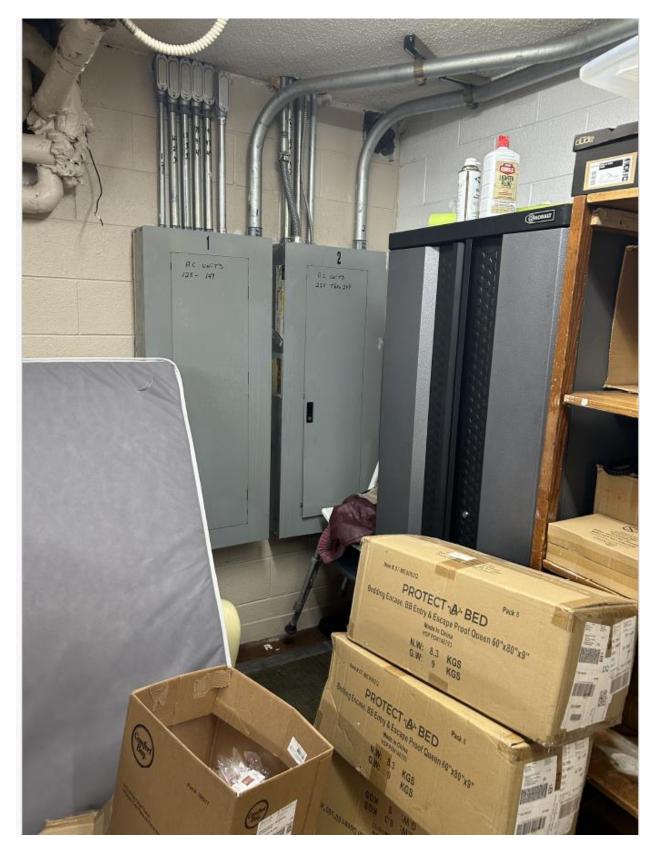


This is a sprinkler head and Johson Controls has been in the building replacing sprinkler heads. They are about 90% done correcting sprinkler issues. The problem they ran into with these is that they caulked them and painted them, which rendered them useless. This situation exists today after the corrections in about 95% of the rooms.



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REGULAR MEETING	MAY 1, 2025	VOLUME 28	PAGE 4	Section 5, Item A.

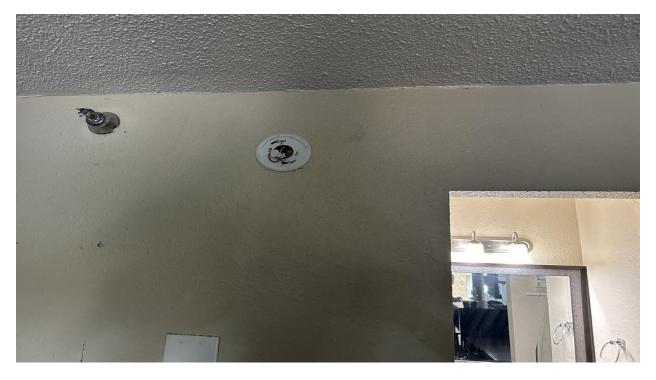
This is their electrical room. Electrical rooms are not used for storage, especially with combustibles. They have a plethora of things inside the electrical room that need to be removed. One of which is the charcoal lighter fluid that is sitting on top of the cabinet.



				Cootion E Home A
REGULAR MEETING	MAY 1, 2025	VOLUME 28	PAGE 4	Section 5, Item A.

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This condition is throughout the building. The smoke detectors have either been removed or have been replaced and they do not have any power so as you walk into the building, all you hear is the beep of a smoke detector. Some that have been replaced are saying "low battery," so this condition exists in pretty much every room.



This sprinkler has been replaced and there are gaps and holes around it that need to be fixed, and we also found about half a dozen heads that are brand new that are leaking.



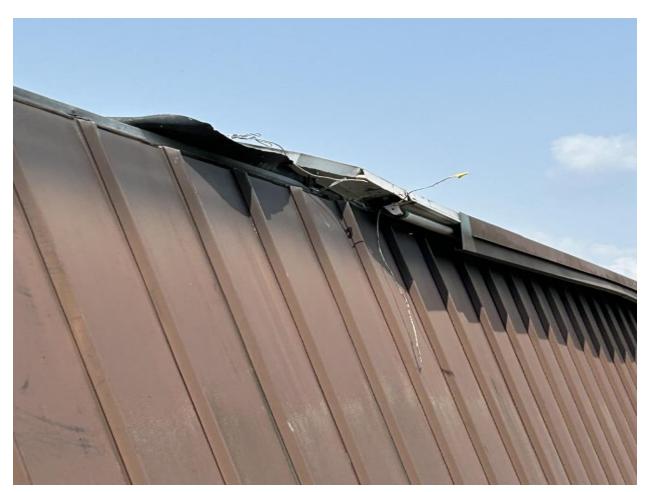
REGULAR MEETING	MAY 1, 2025	VOLUME 28	PAGE 4	Section 5, Item A.
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This is in the hallway outside of the boiler room where they have taken the ceiling tiles out to do some work and have not put anything back. Again, if a fire gets in there, it can run up the ceiling and through the entire building.



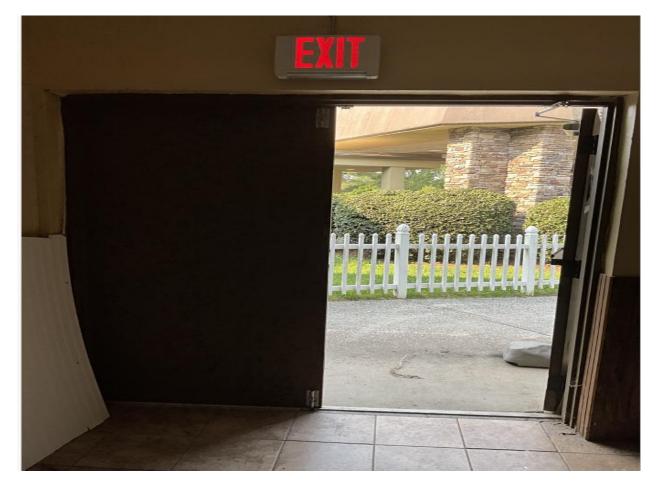
This is outside of the building. These are open wires that are randomly strown out into the air. On the other side, the rest of the light fixture is laid up over the other side of the roof with all the wires exposed to the open air.



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This egress path, both doors are supposed to have panic hardware on them. On the door that is open, there is panic hardware, but it is not functioning. The other door has throw bolts, so in the event of an emergency, likely only one door will open.



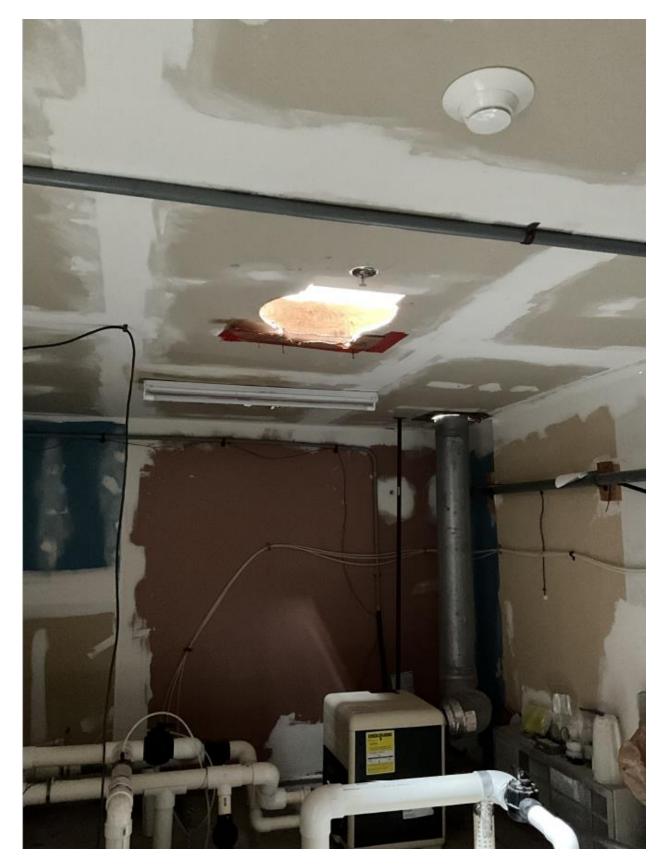
This is in the hot tub room. The spot on the right is water damage and mold. The spot on the left is where they have gone in and put a sprinkler head in that room and completely destroyed the drywall.



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This is where the box fan used to be. They removed the box fan and now we have a gaping hole and that hole opens into the lobby so any exhaust that is happening in that room is drifting into the lobby. Again, it has been almost two months and none of these conditions have been resolved.



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This is an air conditioner that is functioning sitting on the floor inside the room, running and condensating all over the floor so the carpet is completely saturated.



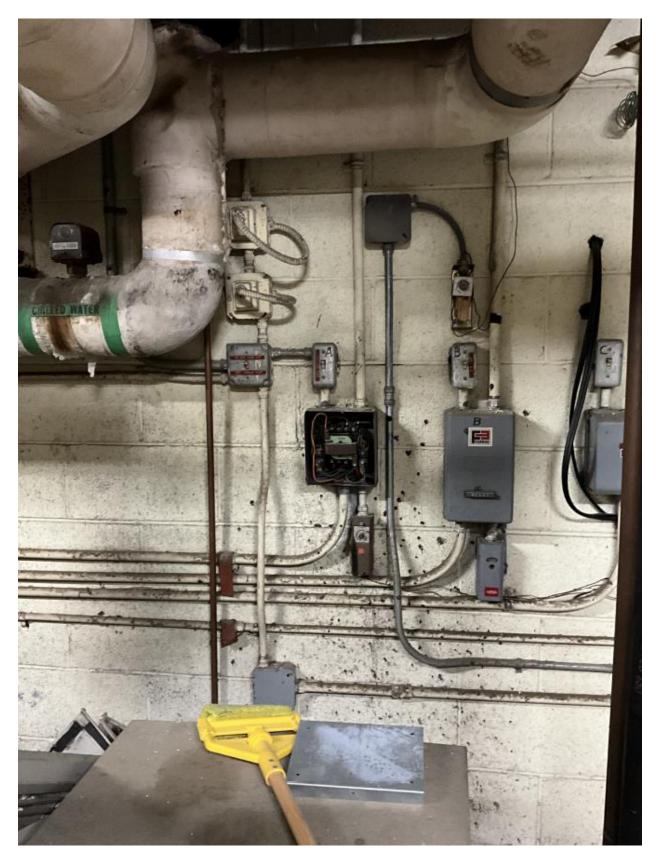
This is in a guest bathroom, exposed wires in the ceiling with no wire nuts on them. I don't know if it has electricity to it or not and this is happening in about a dozen other rooms on the second floor.



<b>REGULAR ME</b>	ETING
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This is in the boiler room. This is open electrical. The cover has been removed and never been replaced.



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Ms. Lyda showed you this photo from back in April. This still exists and they are actively running the boilers so this is just exhausting into the boiler room.

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This is in a guest room. This is a propane tank that is hooked up to a heater. I am not sure why this condition exists, but the propane tank and heater need to be removed immediately. I asked the manager three times to remove it while we were standing there and when we left, it was still in there.



This is a fire alarm panel and it is actively in trouble. It does not dial out. It does not report. Half of the devices in the building that are there are not in this panel so I don't know where they go to. We pulled the "pull station" and it did absolutely nothing. So, as of today, I have still not issued a permit for the fire alarm. We received plans that were insufficient. The scope of work that was provided to me by Johnson Controls said on the scope of work that it did not meet the code so we returned the plans to them and advised them that they would need to give us a full set of engineered plans that would meet code. It has been over a month and a half and I have not received anything.

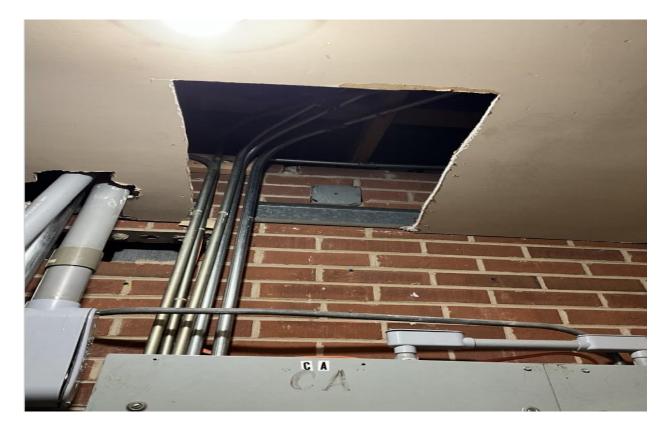


This is in the elctrical room back inside the manager's office. Again we have a rat's nest of wires just hanging out of an open ceiling where if a fire were to break out, anything could happen. It would run through the ceiling and go through the building.

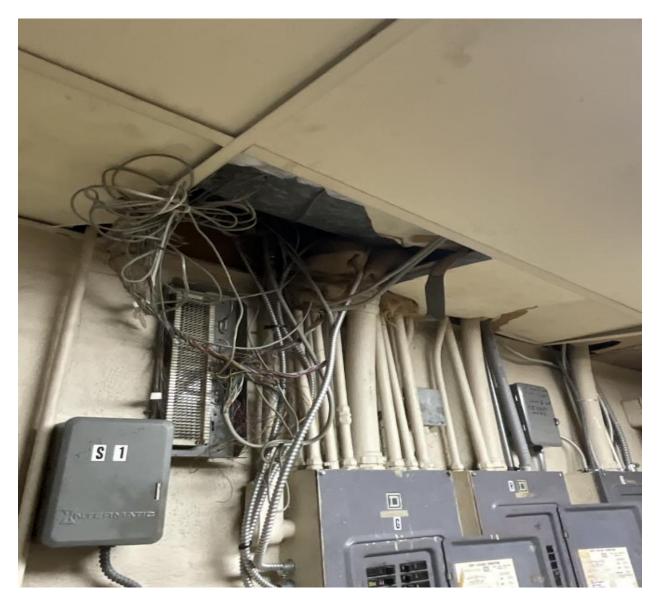
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This is another electrical room with an open ceiling.



We received a sprinkler inspection report from Johnson Controls. We did not solicite the report. Johnson Controls went out there to do an inspection and to get a baseline for where they were at. They provided us with that report which is in your packet. That report notes about 16 different deficiencies ranging from minor to major. One of the major things is because they have enhanced

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and changed things over the years with the sprinkler system. It needs a new hydraulic calc plate which has to be part of this inspection for it to pass. As of yeseteray, Johnson Controls has not been back and has not been asked to sign any work orders. The inspection that we did, we noted mulitiple things such as the manager of the building was living at the building at the time we went, on Monday. He was actively cooking in the kitchen and he has been adivsed that he will get trespassed if we catch him living in the building from this point forward. This has been an issue since the day we gave the notice of evacuation. We've been back a hand full of times trying to get people removed from the building. One other thing is the building in the back which they consider to be the annex is unsecured. We and the police department have run the unhoused out of there quite frequently. The day we issued the evacuation order, they secured the building and then we were there on Monday and the back door was wide open and anyone can wallk in. There is power and water in the building. That building has never had a certificate of occupancy. The building was permitted and it went through rough-in inspections and that was where it laid. So historically, that building should never be occupied. Chris Rivera has talked to myself and Lew and has mentioned boarding up the building and we have said "please do" and that was well over a month ago and it still hasn't been done yet. The building needs to be secured and power and utiliteis removed to the point where noboday can get in there and live inside the building.

Lew Holloway said based on the information presented and the continued existence of a variety of violations of our commercial maintenance code, you have a draft ordinance which we feel all of the violations contained therein still exist and we are asking city council to adopt an ordinance that recognizes that. In totality, the circumstances that have been shown represent a building that is unsafe and unfit for human habitation and the conditions therein jeopordize the health and safety of occupants or members of the general public if permitted to enter. The ordinance establishes that the building is ordered "closed, vacated and condemned" and that the enforcement office shall cause the note to be posted and remain closed until violations are corrected and abated or alternatively calls for repairs to be made so the ordinance does authorize the code enforcement officer of the city to make repairs after a period of time. Repairs made must comply with applicable codes and inspected by those with jurisdiction. Final inspection by the code enoforcement official. All inspectors must be permitted to enter all parts of the building as needed.

## **Conclusion - Draft Ordinance**

- As of the date of the Ordinance, repairs haven't' been made
- Totality of the Circumstances, Building is unsafe and unfit for human habitation, and the conditions therein jeopardize the health and safety of any occupants or members of the general public if permitted to enter
- Building is ordered closed, vacated and condemned.
  - Enforcement officer shall cause building to be closed, posted, and remain closed until violations are corrected and abated, or alternatively cause repairs to be made.
- · Repairs must comply with applicable codes and be inspected by those with jurisdiction
- Final inspection by code enforcement official
- · All inspectors must be permitted to enter all parts of the building
- Building can only be occupied in whole or in part after City Council adopts ordinance to allow occupancy in whole or in part.
- Costs are a lien.
- Overlaps Fire Marshall's evacuation order.



Mr. Edney spoke on behalf of the property owners saying that the owners live in Georgia and that is part of the problem, but they committed between \$250,000-\$300,000 out of their pocket now and then another \$60,000 will have to be paid, but at least they're willing to do that. I ask that you postpone your decision until your July 2<sup>nd</sup> meeting to see how much they can get done in that amount of time. It is going to be shut down until it is safe to go in there, but we need to get it open as soon as we can, so they have some income coming back in. They are still making the mortgage payment. If you find the manager still living there, arrest him because he has no business being there. Water and electricity should be turned off.

City Council explained that they have had plenty of time to get things done and they are still not.

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

The public hearing was opened at 9:16 p.m.

There were no public comments.

The public hearing was closed at 9:16 p.m.

Council Member Jennifer Hensley moved that City Council adopt an Ordinance to Order the Structure at 201 Sugarloaf Road be Vacated and Closed to Comply with the Standards of Chapter 12 Article III of the City Code and to allow the Order of Conditions from February 28, 2025, apply to this order. A unanimous vote of the Council followed. Motion carried.

Ordinance #0-25-36

#### AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO ORDER THE STRUCTURE AT 201 SUGARLOAF ROAD BE VACATED AND CLOSED TO COMPLY WITH THE STANDARDS OF CHAPTER 12 ARTICLE III OF THE CITY CODE

INRE: Hendersonville Hospitality, LLC 201 Sugarloaf Road Hendersonville, NC 28792 PIN: 9579-56-1085

**WHEREAS,** Hendersonville Hospitality, LLC (hereinafter the "Owner") is the owner of that real property located at 201 Sugarloaf Road, and being more particularly described in that deed recorded in Deed Book 3708 at page 653, Henderson County registry (hereinafter the "Property"); and

**WHEREAS,** The Property is developed as a hotel/resort and includes two commercial structures. The structure with the property address 201 Sugarloaf Rd has 62,977 square feet, such structure hereinafter referred to as the "Subject Structure". There is a second structure located on the parcel that is currently vacant and includes 16,129 square feet, hereinafter "Subordinate Structure."

**WHEREAS,** On or about December 4, 2024, January 17, 2025, January 24, 2025, and February 12, 2025, the Code Enforcement Officer of the City of Hendersonville (hereinafter called the "Code Enforcement Officer") pursuant to Chapter 12; A1iicle III; Sections 12-41 of the Code of Ordinances of the City of Hendersonville (hereinafter called the ."Code"), and G.S. 160D-1129, conducted a preliminary investigation of the Subject Structure and documented evidence of violations of the minimum standards contained in Sec. 12-40 of the Code; and

**WHEREAS**, The Code Enforcement Officer caused a complaint to be served upon the Owner and parties in interest stating the charges and giving notice of an administrative hearing; and

**WHEREAS,** The Code Enforcement Officer held an administrative hearing on January 8, 2025 and February 13, 2025 and based on the evidence submitted determined that violations of the minimum standards contained in Sec. 12-40 of the Code exist and issued a written order, dated February 28, 2025, stating findings of fact in support of the determination of the violations, hereinafter "Enforcement Order"; and

**WHEREAS,** The Enforcement Order further found that the violations of Sec. 12-40 of the Code will jeopardize the safety or health of the occupants of the Subject Structure or the general public, and required the owner to repair the Subject Structure and the premises or otherwise vacate and close the Subject Structure no later than March 28, 2025; and

WHEREAS, No appeal from the Enforcement Order was made pursuant to G.S. 160D-1208; and

**WHEREAS,** The Owner, after having been given a reasonable oppoliunity to do so, has failed to complete the remedial actions stated in the Enforcement Order, and therefore the Owner as failed to take prompt corrective action; and

**WHEREAS,** On April 11, 2025, the Hendersonville Fire Marshall ordered the Subject Structure to be immediately evacuated due to the presence of imminently dangerous conditions, hereinafter "Evacuation Order"; and

**WHEREAS**, subsequent to the issuance of the Evacuation Order, six people were found to be occupying the Subject Structure an had to be ordered to leave by the Hendersonville Fire Marshall; and

WHEREAS, the Owner was served with a notice for a public hearing before the City Council; and

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WHEREAS, the City Council held a public hearing concerning this matter on June 5, 2025; and

**WHEREAS**, the Code Enforcement Officer has requested the City Council of the City of Hendersonville to adopt an Ordinance ordering the Code Enforcement Officer to: (1) Cause the Subject Structure to be repaired, or otherwise may order the building to be vacated and closed, and (2) Cause to be posted on the main entrance of the Subject Structure, a placard entitled, "Notice of condemnation" with the following words: "Notice is hereby given that this building is unfit for any use; the use or occupation of this building for any purpose is prohibited and unlawful. Such building has been condemned under the building laws of the State of North Carolina and the City of Hendersonville."; and

**WHEREAS,** the North Carolina General Statutes and the City of Hendersonville Code of Ordinances authorize City Council to take the legislative action to adopt such an Ordinance.

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

- 1. The City Council finds that: As of the date of this Ordinance, the Owner has not caused repairs to be made to the Subject Structure to comply with the Enforcement Order. In particular, the following conditions exist as of the date of this Ordinance:
  - a. Dilapidation, decay, unsanitary conditions or disrepair throughout the property inside and outside the structure.
  - b. Visible trash, soiled linens, soiled carpet, resulting in a foul smell emanating into the common hallway in one or more guest rooms, including room 1249,
  - c. Evidence of bed bugs in one or more guest rooms,
  - d. Broken windows on guest rooms exposing passersby in the common hallways to broken glass,
  - e. Visible organic growth in the second-floor common hallways which appears to be mold or mildew,
  - f. Emergency exit doors being blocked by furniture and debris, doors secured with metal bar, doors barricaded with wood, in particular in the ballroom and the kitchen,
  - g. Lack of adequate heat throughout the commons area of the Subject Structure,
  - h. Exposed wiring throughout the Subject Structure, in particular in the kitchen, FDC room, and second floor maintenance room,

1. Evidence of improper wire splicing throughout the Subject Structure, including appliance cords spliced onto lamps and secured with electrical tape,

- J. Numerous violations of the city fire prevention code which constitute a condition which is unsafe and especially dangerous to life.
  - i. Improper use of extension cords, and extension cords run through walls as permanent wiring,
- 11. Burned outlets,
- 111. Inoperable sprinkler system,

iv. Sprinkler heads obstructed with drop ceilings,

v. No heat in sprinklered areas of the Subject Property, including the ballroom and kitchen, posing a freeze risk to the sprinkler

heads and system,

- v1. FDC physically blocked with a locked gate,
- vii. Improperly wired power to FDC,

viii. Inoperable exit signage,

ix. Improperly wired exit signage leading to burned out wiring,

x. Inoperable emergency lighting,

xi. Open junction boxes,

xii. Inoperable fire alarm system,

xm. Inoperable smoke detectors in rooms,

xiv. Inoperable fire alarm manual pull stations,

xv. Missing fire extinguishers and mounts, k. Garbage and solid waste located around the property not contained is approved waste receptacles.

- 2. Based on the totality of the circumstances, the City Council finds that the Subject Structure is unsafe and unfit for human habitation, and the conditions therein jeopardize the health and safety of any occupants or members of the general public if permitted to enter, and therefore orders the Subject Structure be closed, vacated, and condemned.
  - 3. Pursuant to G.S. 160D-1129, and Section 12-44 of the Code of Ordinances for the City of Hendersonville, the City Council hereby

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orders the Code Enforcement Officer to:

- a. Cause the Subject Structure to be vacated and close or alternatively cause repairs to be made; and
- b. Cause a Notice of Condemnation to be placed on the Subject Structure, to read as follows: "Notice is hereby given that this building is unfit for any use; the use or occupation of this building for any purpose is prohibited and unlawful. Such building has been condemned under the building laws of the State of North Carolina and the City of Hendersonville."

4. The Subject Structure shall remain closed in its entirety and ineligible for occupation until all violations of Chapter 12, A1iicle III of the Code are corrected and abated.

5. No repair shall be deemed complete until such time as such repair has been duly inspected by the appropriate City or County official having jurisdiction over such repair. For the avoidance of doubt, repairs governed by the NC State Building Code must be inspected and approved by the Henderson County Building Inspections Department; repairs governed by the North Carolina Fire Prevention Code must be inspected and approved by the Hendersonville Fire Marshall; and repairs governed by North Carolina public health statutes and accompanying administrative code provisions must be inspected and receive a passing grade by the Henderson County Department of Public Health, Environmental Health Division; and all other violations cited in the Enforcement Order must be inspected and approved by the Hendersonville Code Enforcement Officer.

6. After all repairs have been made, the Owner shall contact the Hendersonville Code Enforcement Officer and other City and County enforcement officials to request inspection for compliance with this Ordinance. The Owner shall permit access to all parts of the Subject Structure, including, without limitation, all rooms and common areas

to: the Code Enforcement Officer and staff, Hendersonville Fire Marshall and staff, Henderson County Building Services Director and staff, and Henderson County Environmental Health Director and staff, or their respective designees.

7. The Subject Structure may only be occupied in whole or in part pursuant to an ordinance

adopted by the City of Hendersonville City Council lifting or amending the restrictions contained herein.

8. If any occupant fails to vacate the Subject Structure, the Code Enforcement Officer may file a civil action in the name of the City to remove the occupant in accordance with the terms and requirements contained in G.S. 160D-1129G).

9. Pursuant to Sec. 12-44(e) of the Code and G.S. 160D-1129(i), the amount of the cost vacating and closing the Subject Structure, and/or making the repairs, shall be a lien against the Property upon which the Subject Structure is situated. Such lien shall be filed, have the same priority and be collected as the lien for special assessment provided in G.S. 160A, Art. 10. The amount of the foregoing costs shall also be a lien on any other real property of the Owner located within the city limits except for the Owner's primary residence. This additional lien is inferior to all prior liens and shall be collected as a money judgment.

Adopted this 5<sup>th</sup> day of June 2025.

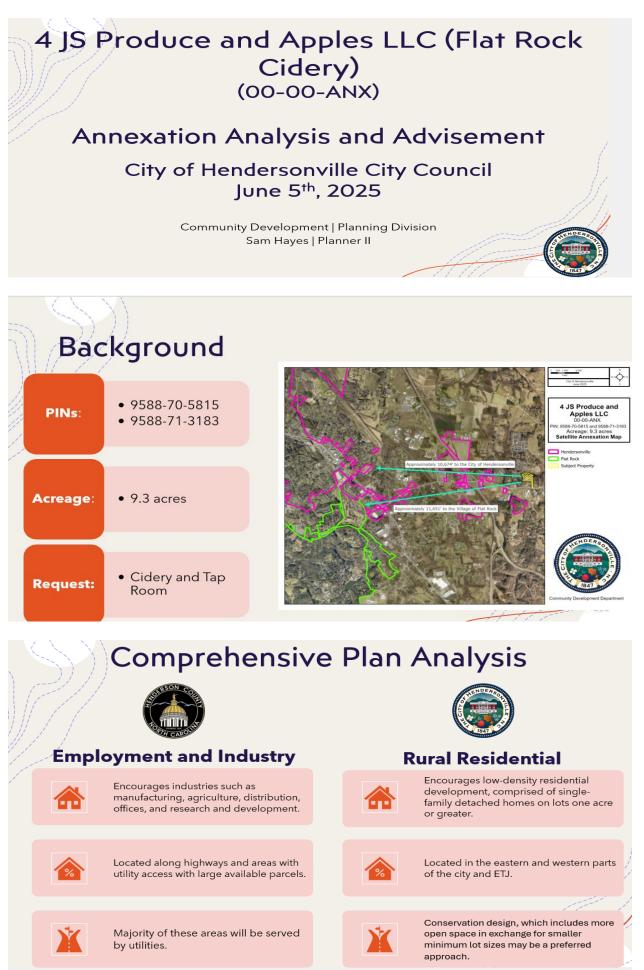
Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk Approved as to form: /s/Angela S. Beeker, City Attorney

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### 8. NEW BUSINESS

# A. Annexation: Analysis and Advisement – Upward Road (4JS Produce and Apples LLC) (Flat Rock Cidery) (00-00-ANX) – Sam Hayes, Planner II

Sam Hayes explained that the City of Hendersonville has conducted an annexation analysis for a satellite annexation of PIN 9588-70-5815 and 9588-71-3183 located on Upward Road that is approximately 9.3 acres.







## **Zoning Analysis**



#### Residential District One (R1)

- Allowable Uses: No retail other than produce stand and open air market. Current production facility and tap room is classified as agricultural production with an accessory use
- Residential density: 4 units per acre for single family. 12 units per acre for multifamily
- Conditional rezoning when 10 or more multifamily dwellings are proposed

- + Many uses including light manufacturing with accessory uses.
- + Caps number of residential units per acre depending on the required open space. 12 units per acre maximum with 60% open space provided
- Other properties are Business C-3 and CHMU
- Adjacent uses include gas station/convenience store, fast food restaurants, ABC Store, hotels

# Staff Analysis

Proposed <u>use in</u> better alignment with Henderson County's 2045 Comprehensive Plan.

Proposed use is allowed by right given the agriculture use in the county zoning.

Proposed use is allowed by right in the city limits given the light manufacturing use.

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Annexation Op	otions			
		No Annexation Requi Sewer Provid		ity
Annexation Required and a. Project proceeds as present zoning district.		<ul> <li>Project proceeds a and is allowed as a agricultural use in zoning district.</li> </ul>	an	ted
		No Annexation with N Provided:		ver
		+ Project proceeds a and is allowed as agricultural use in zoning district.	an	ted

Council Member Jennifer Hensley moved Council not to move forward in reviewing the annexation petition located at 925 Upward Road and owned by 4 JS Produce Apples LLC (Flat Rock Cidery). The subject property will remain under Henderson County zoning jurisdiction. Additionally, city sewer can be extended to the subject property and if the applicant wishes to be annexed, he can do so by petitioning the city for annexation, but it is not a requirement. A unanimous vote of the Council followed. Motion carried.

### **B.** Letter of Support for the City of Saluda Water System Merger Integration Assistance Grant – Adam Steurer, Utilities Director

Adam Steurer explained that the North Carolina Department of Environmental Quality (NCDEQ) was previously awarded a Merger/Regionalization Feasibility (MRF) study grant to the City of Saluda. The study investigated the challenges, benefits, and implications for the Saluda water system to merge, in part or in whole, to regionalize, or some combination thereof with the partnering utility - Hendersonville. The MRF study identified several needs/projects necessary for a merger of the Saluda water system into the Hendersonville water system. The identified needs/projects will also improve the resilience of the Saluda water system regardless of its ownership. Additional funding administered by NCDEQ is available for local governments for advancing regionalization efforts that improve utility system resiliency. The City of Saluda intends to request funding in an attempt to implement some of the needs/projects identified in the MRF study. A Letter of Support from the partnering utility, Hendersonville, is required for the funding application. The Letter of Support does not commit Hendersonville to act on a merger, in part or in whole, regionalization, or some combination thereof.

#### Council Member Melinda Lowrance moved City Council to adopt the Resolution by the City Council of Support for the City of Saluda Merger Integration Grant. A unanimous vote of the Council followed. Motion carried.

Resolution #R-25-49

#### RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO SUPPORT THE CITY OF SALUDA MERGER INTEGRATION ASSISTANCE GRANT

WHEREAS, the City of Saluda is a current municipal wholesale Hendersonville water customer; and

**WHEREAS**, the North Carolina Department of Environmental Quality (NCDEQ) previously awarded a Merger/Regionalization Feasibility (MRF) study grant to the City of Saluda. The study investigated the challenges, benefits, and implications for the Saluda water system to merge, in part or in whole, to regionalize, or some combination thereof with the partnering utility - Hendersonville; and

**WHEREAS**, the MRF study identified several needs/projects necessary for a merger of the Saluda water system into the Hendersonville water system. The identified needs/projects will also improve the resilience of the Saluda water system regardless of its ownership; and

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**WHEREAS**, additional funding administered by NCDEQ is available for local governments for advancing regionalization efforts that improve utility system resiliency. The City of Saluda intends to request funding in an attempt to implement some of the needs/projects identified in the MRF study; and

**WHEREAS,** A Letter of Support from the partnering utility, Hendersonville, is required for the funding application. The Letter of Support does not commit Hendersonville to act on a merger, in part or in whole, regionalization, or some combination thereof.

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

1. Authorize the City Manager, John Connet, to execute and submit a Letter of Support for the City of Saluda Merger Integration Grant.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5<sup>th</sup> day of June, 2025.

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

C. Discussion Regarding N. Oak Street and 5<sup>th</sup> Avenue Intersection – Jennifer Hensley, Mayor Pro Tem

City Manager John Connet explained that Mayor Pro Tem Hensley requested a discussion regarding the installation of a traffic signal at 5<sup>th</sup> Avenue and N. Oak Street due to recent accidents.

Public Services Director Brent Detwiler gave the following PowerPoint presentation.



# **CRASH DATA**

Date	Injury/Damage	Cause	Direction Traveling	Comments
7/23/2021	Property Damage	Failure to Yield from Oak	North	Vehicle stopped but couldn't see cross traffic
11/17/2021	Property Damage	Failure to Yield from Oak	South	Vehicle stopped but couldn't see cross traffic
11/20/2021	Property Damage	Failure to Yield from Oak	North	Vehicle stopped but didn't yield to cross traffic
1/19/2022	Property Damage	Failure to Yield from Oak	South	Vehicle did not stop at sign
10/13/2022	Property Damage	Failure to Yield from Oak	North	Vehicle did not stop at sign
2/15/2023	Property Damage	Failure to Yield from Oak	North	Vehicle stopped but didn't yield to cross traffic
6/22/2023	Property Damage	Failure to Yield from Oak	North	Vehicle stopped but didn't realize cross traffic didn't stop
7/22/2024	Minor Injury	Failure to Yield from Oak	South	Vehicle stopped but couldn't see cross traffic
12/24/2024	Minor Injury	Failure to Yield from Oak	North	Vehicle stopped but didn't yield to cross traffic
4/8/2025	Property Damage	Failure to Yield from Oak	North	Vehicle did not stop at sign
5/28/2025	Property Damage	Failure to Yield from Oak	North	Vehicle did not stop at sign

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#### CRASH TYPE: INTERSECTION

# COUNTERMEASURE TYPE SIGNAGE / MARKINGS / FLASHERS

Warning signage and enhanced pavement marking alert drivers to changing roadway conditions, such as STOP controlled or signalized intersections. While these low-cost treatments alone do not typically control traffic, they do increase visibility of the hazard or roadway future.

KEY SELECTION FACTORS

Visibility or conspicuity enhancements on the approach to a controlled intersection alert the driver to slow down and prepare to stop. Additional features, such as blank out signs, tell the driver when conditions are changing for a permitted turning movement, such as restricting left or right turns during a pedestrian phase when actuated.

Specific Countermeasures	Urban or Rural	CRF %	Severity	Cost
Provide "Stop Ahead" Pavement Markings at 3-Leg Intersection	Rural	67	All	\$\$\$
Provide "Stop Ahead" Pavement Markings at 4-Leg Intersection	Rural	64	All	\$\$\$
Actuated "Prepare to Stop" Signs in Advance of Unsignalized Intersection with Sight Distance Issues	All	32	All	\$\$\$
Introduce Stop Ahead pavement Markings for All Way Stop Controlled Intersection	Rural	42	K, A, B, C	\$\$\$
Introduce Stop Ahead Pavement Markings for Minor Road Stop Controlled Intersection	Rural	8	K, A, B, C	\$\$
Install Left Turn Yield Blank Out Sign	Urban	15	All	\$\$
Provide "Stop Ahead" Pavement Markings	Rural	74	All	\$\$\$
Replace Standard Stop Sign with Flashing LED Stop Sign	All	41	All	\$\$\$
Install Activated Advance Warning Flashers for Signal	All	30	All	\$\$\$

NCDOT GUIDANCE

SUPPLEMENTAL GUIDANCE

EHWA, Proven Safety Countermeasures: Systemic Application of Low-Cost Countermeasures at Stop-Controlled Intersections (2021)



# Proposed Treatments

Consensus of Council is to place "stop ahead" markings on the road and using signs that say, "5<sup>th</sup> Avenue Traffic Does Not Stop" and then doing a traffic study using MUTCD Manual on Uniform Traffic Control Devices to evaluate whether a traffic signal is necessary. Brent Dedtwiler suggested that we look at other intersections as well to make sure everywhere is safe.

# D. Appointment to the Fireman's Relief Fund – John Connet, City Manager

Council Member Jennifer Hensley nominated Council Member Gina Baxter to the Fireman's Relief Fund. A unanimous vote of the Council followed. Motion carried.

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E. FY26 Special Appropriations – Jenny Floyd, Management Analyst

Council Member Lyndsey Simpson said I want to disclose that I am currently engaged in performing work for the Boys and Girls Club of Henderson County. I have clarified with them that no funds from the City can be used to pay for the work that I am doing for them. I would also like to disclose that I have not participated in the special appropriations process for this non-profit; however, in order to avoid a possible conflict of interest, I request that the City Council permit me to recuse myself from voting on the special appropriations for this non-profit.

Council Member Melinda Lowrance moved that the City Council excuse Council Member Simpson from voting on the special appropriations for the Boys and Girls Club of Henderson County.

Council Member Jennifer Hensley moved that the City Council approves the special appropriations for the Boys and Girls Club of Henderson County.

Council Member Melinda Lowrance said I would like to disclose that I have a role in the Henderson County Education Foundation. I have not participated in the special appropriations process for this non-profit and request that the City Council permit me to recuse myself from voting on the special appropriations for the Henderson County Education Foundation.

Council Member Gina Baxter moved that the City Council excuse Council Member Lowrance from voting on the special appropriations for the Henderson County Education Foundation.

Council Member Lyndsey Simpson moved that the City Council approves the special appropriation for the Henderson County Education Foundation.

Council Member Gina Baxter said I would like to disclose that I have a role in the Children & Family Resource Center. I have not participated in the special appropriations process for this non-profit and request that the City Council permit me to recuse myself from voting on the special appropriations for the Children & Family Resource Center.

Council Member Lyndsey Simpson moved that the City Council excuse Council Member Baxter from voting on the special appropriations for the Children & Family Resource Center.

Council Member Lyndsey Simpson moved that the City Council approve the special appropriation for the Children & Family Resource Center.

Council Member Lyndsey Simpson moved that the City Council approve the remaining special appropriation allocations as presented.

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Discretionary Fur	nding
\$ 155,000	
FY26 Reques 🥃	Counca
	Appropria
	(1,250)
	2,600
	10,000
	4,400
	1,210
,	3,200
	2,850
	1,250
	3,100
	1,600
	4,540
	5,250
60,185	40,000
116,250	(1,870)
5,000	1,800
10,000	7,200
5,000	2,900
10,000	4,400
21,000	9,100
107,000	44,400
75,000	20,420
2,800	2,800
10,000	3,000
35,000	0 550
000,000	8,550
3,000	0,550
3,000 1,500	1,750
3,000 1,500 10,000	1,750 700
3,000 1,500	1,750 700 6,400
3,000 1,500 10,000 10,000	1,750 700 6,400 4,700
3,000 1,500 10,000 10,000 <b>305,300</b>	1,750 700 6,400 <u>4,700</u> <b>118,120</b>
3,000 1,500 10,000 10,000 <b>305,300</b>	1,750 700 6,400 <u>4,700</u> 118,120 158,120
3,000 1,500 10,000 10,000 <b>305,300</b> <b>365,485</b>	1,750 700 6,400 <u>4,700</u> 118,120 158,120
3,000 1,500 10,000 10,000 <b>305,300</b> <b>365,485</b> ests - Full Funding	1,750 700 6,400 <u>4,700</u> 118,120 158,120
3,000 1,500 10,000 <b>305,300</b> <b>365,485</b> ests - Full Funding FY26 Requests	1,750 700 6,400 <u>4,700</u> 118,120 158,120
3,000 1,500 10,000 <b>305,300</b> <b>365,485</b> ests - Full Funding FY26 Requests 50,000	1,750 700 6,400 <u>4,700</u> 118,120 158,120
3,000 1,500 10,000 <b>305,300</b> <b>365,485</b> ests - Full Funding FY26 Requests 50,000 25,000	1,750 700 6,400 <u>4,700</u> 118,120 158,120
3,000 1,500 10,000 <b>305,300</b> <b>365,485</b> ests - Full Funding FY26 Requests 50,000 25,000 15,000	1,750 700 6,400 <u>4,700</u> 118,120 158,120
	\$         155,000           FY26 Reques         ✓           38,750         14,135           10,000         7,000           2,050         4,000           3,500         1,250           6,000         2,000           5,000         5,250           60,185         5,000           10,000         5,000           10,000         5,000           10,000         5,000           107,000         75,000           2,800         10,000

# 9. BOARDS <u>& COMMITTEES</u>

#### A. Appointment to Various Boards – Jill Murray, City Clerk

#### **Animal Services Advisory Committee**

City Council Member Jennifer Hensley moved that the City Council reappoint Melissa Vazquez to the Animal Services Advisory Board to a three-year term ending June, 2028. A unanimous vote of the Council followed. Motion carried.

City Council Member Jennifer Hensley moved that the City Council reappoint Jean Greeson to the Animal Services Advisory Board to a three-year term ending June, 2028. A unanimous vote of the Council followed. Motion carried.

City Council Member Jennifer Hensley moved that the City Council appoint Joy Edwards to the Animal Services Advisory Board to a three-year term ending June, 2028. A unanimous vote of the Council followed. Motion carried.

#### **Blue Ridge ABC Board**

City Council Member Melinda Lowrance moved that the City Council reappoint Marcia Kane to the Blue Ridge ABC Board to a three-year term ending June, 2028. A unanimous vote of the Council followed. Motion carried.

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REGULAR MEETING	MAY 1, 2025	VOLUME 28 P.	AGE 4	Section 5, Item A.
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City Council Member Melinda Lowrance moved that the City Council reappoint Paul Bakke to the Blue Ridge ABC Board to a three-year term ending June, 2028. A unanimous vote of the Council followed. Motion carried.

# **Board of Adjustment**

City Council Member Lyndsey Simpson moved that the City Council reappoint Rhona Reagen to the Board of Adjustment to a three-year term ending June, 2028. A unanimous vote of the Council followed. Motion carried.

City Council Member Lyndsey Simpson moved that the City Council reappoint Libby Collina to the Board of Adjustment to a three-year term ending June, 2028. A unanimous vote of the Council followed. Motion carried.

# **Business Advisory Committee**

City Council Member Jennifer Hensley moved that the City Council reappoint Andrea Martin to the Business Advisory Committee to a three-year term ending June, 2028. A unanimous vote of the Council followed. Motion carried.

City Council Member Jennifer Hensley moved that the City Council reappoint Tiffany Lucey to the Business Advisory Committee to a three-year term ending June, 2028. A unanimous vote of the Council followed. Motion carried.

City Council Member Jennifer Hensley moved that the City Council reappoint Sarah Cosgrove to the Business Advisory Committee to a three-year term ending June, 2028. A unanimous vote of the Council followed. Motion carried.

City Council Member Jennifer Hensley moved that the City Council reappoint Adam Justus to the Business Advisory Committee to a three-year term ending June, 2028. A unanimous vote of the Council followed. Motion carried.

# **Downtown Mainstreet Advisory Committee**

City Council Member Lyndsey Simpson moved that the City Council reappoint Mark Paveo (Main Street) to the Downtown Mainstreet Advisory Committee to a three-year term ending June, 2028. A unanimous vote of the Council followed. Motion carried.

City Council Member Lyndsey Simpson moved that the City Council reappoint Phil Wilmot (7<sup>th</sup> Avenue) to the Downtown Mainstreet Advisory Committee to a three-year term ending June, 2028. A unanimous vote of the Council followed. Motion carried.

City Council Member Lyndsey Simpson moved that the City Council appoint Sheryl Solomon (Main Street) to the Downtown Mainstreet Advisory Committee to a three-year term ending June, 2028. A unanimous vote of the Council followed. Motion carried.

City Council Member Lyndsey Simpson moved that the City Council appoint Jenny Breedlove (Main Street) to the Downtown Mainstreet Advisory Committee to a three-year term ending June, 2028. A unanimous vote of the Council followed. Motion carried.

City Council Member Lyndsey Simpson moved that the City Council appoint Herman Holt (At-Large) to the Downtown Mainstreet Advisory Committee to a three-year term ending June, 2028. A unanimous vote of the Council followed. Motion carried.

PAGE 4

## **Tree Board**

City Council Member Lyndsey Simpson moved that the City Council appoint Ariel Williams to the Tree Board to fill an unexpired term which will expire in June, 2027. A unanimous vote of the Council followed. Motion carried.

City Council Member Lyndsey Simpson moved that the City Council appoint Clarence Oakman to the Tree Board to fill an unexpired term which will expire in June, 2027. A unanimous vote of the Council followed. Motion carried.

# 9. <u>CITY MANAGER REPORT</u>

City Manager Connet said that we will be cancelling the June 28<sup>th</sup> meeting due to some vacations, and everyone will need coffee in the morning so go by Dunkin Donuts between 7:30 a.m. & 9:30 a.m. Tomorrow is National Donut Day and HPD will be there passing out donuts.

# A. May 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 2024 - 2025 (FY25) BUDGET AMENDMENTS AND ADJUSTMENTS			Completed	Corrected					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	Proposed	Denied DECREASE	REVISED	DESCRIPTION	APPROVED	ТҮРЕ	AMENDMENT
010-1300-521001	Supplies and Materials	131.045		31,400	BUDGET	FLOCK cameras	yes	Adjustment	NUMBER 4/30/2025
010-1300-534000		,	-	51,400	99,645	FLOCK cameras	-	· ·	4/30/2023
010-1500-554000	Non-Capital Equipment	6,500	31,400		37,900	FLOCK cameras	yes	Adjustment	4/30/2023
010-1502-534000	Non-Capital Equipment	28,805	-	8,000	20,805	Waste Reduction Grant Project #G2403	yes	Amendment	5/1/2025
010-0000-598901	Transfer Out (to 301, #G2403)	2,243,298	8,000	-	2,251,298	Waste Reduction Grant Project #G2403	yes	Amendment	5/1/2025
301-0000-470100-G2403	Transfer In (From 010, FY25)	-	8,000	-	8,000	Waste Reduction Grant Project #G2403	yes	Amendment	5/1/2025
301-0000-420050-G2403	Grant Revenue	40,000	-	-	40,000	Waste Reduction Grant Project #G2403	yes	Amendment	5/1/2025
301-7855-550102-G2403	Capital Outlay- Services and Fees	40,000	8,000	-	48,000	Waste Reduction Grant Project #G2403	yes	Amendment	5/1/2025
010-0000-470900	Fund Balance Approp. (FY15)	150,000		-	150,000	Tracey Grove Bridge Project #15929	yes	Amendment	5/1/2025
010-0000-470900	Fund Balance Approp. (FY16)	58,000	-	-	58,000	Tracey Grove Bridge Project #15929	yes	Amendment	5/1/2025
010-0000-410001	Local Sales & Use Tax (Sales Tax, FY25)	6,117,500	124,835	-	6,242,335	Tracey Grove Bridge Project #15929	yes	Amendment	5/1/2025
010-0000-598901	Transfer Out (to 410, #15929, FY15)	150,000	-	-	150,000	Tracey Grove Bridge Project #15929	yes	Amendment	5/1/2025
010-0000-598901	Transfer Out (to 410, #15929, FY16)	58,000	-	-	58,000	Tracey Grove Bridge Project #15929	yes	Amendment	5/1/2025
010-0000-598901	Transfer Out (to 410, #15929, FY25)	-	124,835	-	124,835	Tracey Grove Bridge Project #15929	yes	Amendment	5/1/2025
410-0000-470010-15929	Transfer In (from 010, FY15)	150,000	-	-	150,000	Tracey Grove Bridge Project #15929	yes	Amendment	5/1/2025
410-0000-470010-15929	Transfer In (from 010, FY16)	58,000	124,835	-	182,835	Tracey Grove Bridge Project #15929	yes	Amendment	5/1/2025
410-0000-470010-15929	Transfer In (from 010, FY25)	-	-	-	-	Tracey Grove Bridge Project #15929	yes	Amendment	5/1/2025
410-0000-420050-15929	Reimbursements	832,000		832,000	-	Tracey Grove Bridge Project #15929	yes	Amendment	5/1/2025
410-0000-420050-15929	Grant Revenue (NCDOT)	-	260,154	-	260,154	Tracey Grove Bridge Project #15929	yes	Amendment	5/1/2025
410-1014-550103-15929	Capital - CIP	1,040,000	384,989	832,000	592,989	Tracey Grove Bridge Project #15929	yes	Amendment	5/1/2025
410-0000-460090-18026	Contributions/Donations - Carolina Village	250,000		-	250,000	Clear Creek Greenway Project #18026	yes	Amendment	5/1/2025
410-0000-460090-18026	Contributions/Donations - Blue Ridge Bicycle Club	10,000	-	-	10,000	Clear Creek Greenway Project #18026	yes	Amendment	5/1/2025
410-0000-460090-18026	Contributions/Donations-WRDG	150,000	-	150,000		Clear Creek Greenway Project #18026	yes	Amendment	5/1/2025
410-0000-460090-18026	Contributions/Dontaitons- PARTF 2020	376,000	-	-	376,000	Clear Creek Greenway Project #18026	yes	Amendment	5/1/2025
410-0000-460090-18026	Contributions/Donations-STBG-DA	1,686,020	-	-	1,686,020	Clear Creek Greenway Project #18026	yes	Amendment	5/1/2025
410-1014-550102-18026	Captial Outlay- Fees and Services	306,620	-	-	306,620	Clear Creek Greenway Project #18026	yes	Amendment	5/1/2025
410-1014-551000-18026	Captial Outlay- Land, Easement, ROW	77,820	-	-	77,820	Clear Creek Greenway Project #18026	yes	Amendment	5/1/2025
410-1014-550103-18026	Capital Outlat- CIP	2,087,580	-	150,000	1,937,580	Clear Creek Greenway Project #18026	yes	Amendment	5/1/2025
010-0000-534999	Contingency	94,664	-	8,150	86,514	P&C - Admin Assistants	yes	Adjustment	5/13/2025
010-1007-519200	Contracted Services	-	8,150	-	8,150	P&C - Admin Assistants	yes	Adjustment	5/13/2025
						<b>4</b>			
010-1014-534999	Professional Services- ENG	35,000	-	1,000	34,000	Shanahan Request	yes	Adjustment	5/19/2025
010-1014-519200	Training	7,000	1,000	-	8,000	Shanahan Request	yes	Adjustment	5/19/2025

# 11. CITY COUNCIL 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

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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.

At 10:00p.m. Council Member Lyndsey Simpson moved that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (1) and (6) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes and 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

There being no further business, closed session adjourned at 10:18 p.m.

There being no further business, the meeting adjourned at 10:18 p.m. upon unanimous assent of the Council.

ATTEST:

Barbara G. Volk, Mayor

Jill Murray, City Clerk

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# **MINUTES** June 16, 2025

# Special Call Meeting of the City Council City Hall - 2<sup>№</sup> Floor Meeting Room | 160 6<sup>™</sup> Avenue E. | 4:30 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, Assistant City Manager Brian Pahle, City Clerk Jill Murray, Staff<br/>Attorney Daniel Heyman, Communications Manager Allison Justus, Communications<br/>Coordinator II Brandy Heatherly and others.

<u>Via Zoom:</u> City Attorney Angela S. Beeker

# 1. CALL TO ORDER

Mayor Barbara Volk called the meeting to order at 4:30 p.m. and welcomed those in attendance. A quorum was established with all members in attendance.

# 2. CONSIDERATION OF AGENDA

Council Jennifer Hensley moved that City Council approve the agenda as presented. A unanimous vote of the Council followed. Motion carried.

# 3. PRESENTATIONS

A. Closed Session – John Connet, City Manager

Council Member Lyndsey Simpson moved that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (3) 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.

There being no further business, closed session adjourned at 5:27 p.m. and Council went back into open session to discuss New Business.

# 4. <u>NEW BUSINESS</u>

**A.** Consideration of a Proposal Committee Substitute to Senate Bill 69 – John Connet, City Manager

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#### Section 5, Item A.

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#### GENERAL ASSEMBLY OF NORTH CAROLINA SESSION 2025

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#### SENATE BILL 69

Short Title: Hendersonville/Public Enterprises Operation. (Local) Senator Moffitt (Primary Sponsor). Sponsors: Referred to: Rules and Operations of the Senate June , 2025 A BILL TO BE ENTITLED 1 AN ACT REGARDING THE OPERATION OF PUBLIC ENTERPRISES BY THE CITY OF 2 3 HENDERSONVILLE AND TO PROVIDE FOR ZONING JURISDICTION OVER SATELLITE ANNEXATIONS 4 5 6 The General Assembly of North Carolina enacts: SECTION 1. G.S. 160A-312 reads as rewritten: 7 8 "§ 160A-312. Authority to operate public enterprises. 9 10 11 Where a separate water or sewer system is operated by a city and by a county within (d) 12 the same county, the city and county shall by Resolution form a water and sewer commission. 13 14 The water and sewer commission shall be composed as follows: 15 a. The commission shall consist of eight (8) members and a chair-person, for a 16 total of nine (9) members. 17 b. Four (4) members of the commission shall be appointed by the city, and four (4) members shall be appointed by the county. 18 19 Terms of the members shall be staggered; therefore two of the appointees C. 20 appointed by the city and the county shall be appointed for an initial three (3) 21 year term, and two shall be appointed by each for a five (5) year term. 22 Thereafter, all members appointed by the city or county shall serve a five (5) 23 year term. Members appointed to fill a vacancy shall serve for the remainder 24 of the unexpired term of the seat vacated. No member shall serve more than 25 two (2) consecutive terms without a one-year period of non-service. 26 d. The appointment of the chair-person of the commission shall alternate between 27 the county board of commissioners and the city council. The initial term shall 28 be appointed by the county commission with the second term appointed by the 29 city council and alternated every two years thereafter. The chair-person shall 30 serve a two (2) year term. 31 e. Members shall serve at the pleasure of the appointing authority, and may be 32 removed by the appointing authority with or without cause. 33 f. No elected official, and no employees of the City or County may serve as a 34 voting member of the Commission, however, at their election, the mayor and 35 chair-person of the county commission may serve as ex officio non-voting

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Gen	neral Assem	bly Of North Carolina	Session 2023
		members of the commission; however neither shall cour	t towards the
		establishment of a quorum.	
	σ	A quorum shall consist of five (5) members plus the chair-perso	n or vice-chair-
	5.	person.	n or vice chair
	h	The commission, once appointed, shall adopt bylaws.	
	i.	The commission shall be managed as an advisory board of the o	vitu
		vater and sewer commission shall have the following duties:	<u></u>
		To receive public comment and hold public hearings.	
	_	To adopt policies to govern the day-to-day operation and mai	ntananca of the
	<u>0.</u>	· · · · · · · · · · · · · · · · · · ·	
		water or sewer system operated by the city and the water of	sewer system
		operated by the county, including service connections.	garren aanital
	<u>c.</u>	To recommend plans and policies for adoption by the city to	
	,	improvements and extensions of the city's water or sewer syste	
	<u>d.</u>	· · · · · · ·	
		improvements and extensions of the county's water or sewer sy	
	<u>e.</u>	To approve extensions of the water or sewer system in accor	
		policies adopted by the city for the city's systems, and the poli	cies adopted by
		the county for the county's systems.	., ,
	<u>1.</u>	To conduct studies concerning the construction, operation, m	
		expansion of the city's systems or the county's systems, in a	
		funds budgeted by the city or county for their respective system	
	<u>g.</u>	To recommend fees, charges, and rates to the city and the c	
		respective systems according to classes of service and areas of s	
		to generate sufficient revenue to meet all costs of operating and	
		systems, all debt service costs, all operating capital, a reasona	
		improvements and enlargements, and all other costs or expens	
		desirable for carrying out of the governmental authority and	
		relating to the provision of water and sewerage services by t	
		systems. The City and the County, and not the water and sew	
		shall be responsible for adopting the fees, charges and rates for	their respective
		systems.	
	<u>h.</u>	To provide quarterly reports to both the city and the county	
		performance of all water systems and sewer systems in the cour	<u>nty operated by</u>
		the city or the county.	
	<u>i.</u>	To make recommendations to the city and the county con	
		interlocal sewer agreement between the city and the county for	<u>the Mud Creek</u>
		Drainage Basin. Until such time as a new agreement is reach	
		[Mud Creek Agreement] shall remain in full force and effect, r	otwithstanding
		its provisions regarding termination.	
	<u>j.</u>	To study and advise the city and the county as to the future or	wnership of the
	-	county's water and sewer systems.	
	<u>k.</u>	Such other duties as may be agreed upon by the city and county	by resolution.
		e water and sewer commission shall not have the authority to ente	
	nor to issu	e bonds, or incur any debt. The contracting, and the funding a	nd timing of all
		provements and the incurrence of debt shall be by the city for the	

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General Assembly	Of North	Carolina
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#### Session 2023

1	(4) The city and county shall each remain fully financially responsible for their
2	respective water or sewer systems, including incurring debt, and for all costs and expenses
3	for their systems' operation, maintenance and expansion. The monies in the enterprise
4	fund and any interest accrued from investments of these monies will be budgeted, expended
5	and managed by the city or county as to their respective systems, taking into account, but
6	not being bound by, the recommendations of the water and sewer Commission.
7	(5) Staffing for the water and sewer commission shall be by the city staff which shall
8	remain employees of the city, subject to the direction and control of the city manager. The
9	reasonable costs of such staffing services and routine clerical service as well as necessary
10	office space and supplies for the operation of the Commission will be furnished by the city
11	and paid for from water and sewer revenues of the city.
12	(6) Staffing for the maintenance and operation of the city's systems shall be city
13	employees. Staffing for the maintenance and operation of the county's systems shall be
14	county employees, unless otherwise contracted for by the county.
15	(7) The City and the County shall each amend their ordinances to provide consistency
16	with the terms of this section. The city shall retain ordinance making and enforcement
17	authority over the entirety of its water and sewer systems, and the county shall retain
18	ordinance making and enforcement authority over the entirety of its water and sewer
19	systems. To the extent the policies of the water and sewer commission conflict with the
20	ordinances of the city or county, the ordinances shall govern.
21	
22	(e) The city shall reduce water rate differential for customers outside of the city but within the
23	county at the rate of 5% per year until rates for customers inside and outside of the City within the
24	county have been equalized. The city shall equalize sewer rates for all customers, both inside the
25	city and outside the city but within the county, within ten (10) years of the date of this agreement.
26	This does not preclude the city council from establishing assessments, fees or rate differentials to
27	cover capital expenditures necessitated by the extensions or additions to the water or sewer system
28	of the city for customers served by such extensions or additions.
29	(f) A city or county shall have the authority to waive or discount water or sewer fees, including
30	but not limited to, system development charges or fees and connection fees, to any housing
31 32	development providing housing to persons at or below 80% of the area median income. The city
33	or county shall, by ordinance, establish the criteria and standards to govern the application and
33 34	implementation of any discounted or waived fees. (g) A city or county shall have the authority to waive or discount water or sewer fees, including
35	but not limited to, system development charges or fees and connection fees, for economic
36	development which would qualify for economic development incentives pursuant to G.S. 158-7.1.
37	The city or county shall, by ordinance, establish the criteria and standards to govern the application
38	and implementation of any discounted or waived fees.
39	and imprementation of any discounted of warved rees.
40	SECTION 2. Except as otherwise provided in the other sections of S69, contracts
40	governing the provision of water and sewer services existing between the city and the county are
41	hereby terminated.
42	nereoy terminated.
45	SECTION 3. G.S. 160A-58.1 reads as rewritten:
	www.attraction.com.at

- SECTION 3. G.S. 160A-58.1 reads as rewritten: "§ 160A-58.1. Petition for annexation; standards. 44 45 46
  - ....

JUNE 16, 2025

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General Assembly Of North Carolina

Session 2023

1 A city may not require annexation under this section for any property located wholly (e) outside of the Mud Creek Drainage Basin as a condition of receiving sewer service for such 2 property, but may require annexation as a condition of receiving water or sewer service for parcels located in whole or in part within the Mud Creek Drainage Basin upon which is proposed new 3 4 5 commercial or industrial-development, or any redevelopment of the parcel which is intended to 6 7 increase the assessed tax value of the parcel by at least fifty percent (50%). 8 When a property is annexed into a city's corporate limits, and the property was a part 9 of the taxing district where fire coverage is contracted for by a volunteer fire department prior to 10 the annexation, the City shall contract with such volunteer fire department to provide fire 11 protection services to the property for a minimum of 5 years. The contract shall establish a level 12 of service to be provided by the volunteer fire department consistent with the requirements and 13 standards of the Office of the State Fire Marshal for like departments. Nothing herein shall prevent 14 the City from terminating any such contract entered for failing to provide the established level of 15 service. The city shall compensate the volunteer fire department based on the following formula: 16 (1)The contract shall apply to all properties annexed by the city from and after January 17 1, 2015, and during the term of the agreement with the volunteer fire department, including 18 <u>all renewals.</u> 19 The annual fee paid by the City to such volunteer fire department shall be the (2)20 amount which is one-half of the ad valorem tax which would have been owed and paid on 21 22 such year's assessed value of the annexed real property or real properties at that year's adopted fire district tax rate that would have applied to the real property but for the 23 annexation. 24 (3)Fees shall not be paid retroactively. 25 26 27 SECTION 4. G.S. 160D-201 reads as rewritten: 28 "§ 160A-201. Planning and development regulation jurisdiction. (a) Cities. All of the powers granted by this Chapter may be exercised by any city within its 29 30 corporate limits. When a property is annexed into a city's corporate limits the City shall, 31 at the time of adopting the annexation ordinance, also adopt a resolution requesting that 32 the county assume jurisdiction for land development regulation under this chapter for the 33 annexed property. The county shall have thirty (30) days from the effective date of the 34 annexation ordinance to adopt a resolution declaring the county's assumption of land 35 development regulation jurisdiction over the annexed property. In the event the county 36 does not adopt a resolution assuming land development regulation jurisdiction within said 37 thirty (30) day time period, the city shall retain land development regulation jurisdiction 38 over the annexed property and NCGS 160D-202(g) shall apply. 39 40 41 SECTION 5. Session law 2025-, Part X, reads as re-written: 42 PART X. ELIMINATE ETJ IN HENDERSON COUNTY 43 44 SECTION 10.1.(a) Notwithstanding the provisions of G.S. 160D-202, no 45 municipality in Henderson County shall exercise any of the powers granted to cities under 46 Chapter 160D of the General Statutes or its predecessor, Article 19 of Chapter 160A of the

General Statutes, beyond its contiguous corporate limits.

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General As	sembly Of Nor	th Carolina	Session 2023
SEC	TION 10.1.(b)	The relinquishment of jurisdic	tion pursuant to Section 10.1(a) of this
			y is regulating under the authority of
			icle 19 of Chapter 160A of the General
		ive July 1, 2025.	
SEC	TION 10.1.(c)	Upon relinquishment of juris	diction pursuant to Section 10.1(a) of
			ity is regulating under the authority of icle 19 of Chapter 160A of the General
Statutes, the	following shall a		
(1)		lity's regulations and powers of	
			d the regulation or (ii) a period of
		lapsed following July 1, 2025, t	
			r to the transfer of jurisdiction,
			ke other measures consistent with
		)4 that may be required in order	
~			ame time it assumes jurisdiction.
(2)		who has acquired vested rights in	n a municipality in Henderson ange of jurisdiction had occurred.
			over the area, may take <u>any</u> action
		development approval, certific	
		at could have been taken by th	
			l in this subdivision, any building,
		other land use in an area over w	
			pment regulations of Henderson
	County.		
	ECTION 6 G	S. 160D-201 reads as rewritten	
			ealing development regulations.
····			
	(d) Down	-Zoning. No amendment to zo	ning regulations or a zoning map that
			nforced without the written consent of
			f the down-zoning amendment unless
			ounty or municipal government. Fo
such	anon of this south	ion "down-zoning" means a zo	oning ordinance that affects an area of
such purp			0
such purp	in one of the foll	lowing ways:	-
such purp	in one of the foll (1) By	lowing ways: / decreasing the development de	-
such purp	in one of the foll (1) By was allowed u	lowing ways: / decreasing the development do under its previous usage.	ensity of the land to be less dense that
such purp	in one of the foll (1) By was allowed u (2) By	lowing ways: y decreasing the development do under its previous usage. y reducing the permitted uses of	ensity of the land to be less dense that the land that are specified in a zoning
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such purp	in one of the foll (1) By was allowed u (2) By ordinance or 1 its previous us (3) By zoning district	lowing ways: y decreasing the development do under its previous usage. y reducing the permitted uses of land development regulation to sage. y creating any type of noncor t, including a nonconforming us	ensity of the land to be less dense than the land that are specified in a zoning o fewer uses than were allowed under nformity on land not in a residentia se, nonconforming lot, nonconforming
such purpo land	in one of the foll (1) By was allowed u (2) By ordinance or 1 its previous us (3) By zoning district structure, non	lowing ways: y decreasing the development do under its previous usage. y reducing the permitted uses of land development regulation to sage. y creating any type of noncor t, including a nonconforming us iconforming improvement, or n	ensity of the land to be less dense that the land that are specified in a zoning of fewer uses than were allowed under aformity on land not in a residentia se, nonconforming lot, nonconforming onconforming site element.
such purpo land	in one of the foll (1) By was allowed u (2) By ordinance or 1 its previous us (3) By zoning district structure, non	lowing ways: y decreasing the development do under its previous usage. y reducing the permitted uses of land development regulation to sage. y creating any type of noncor t, including a nonconforming us iconforming improvement, or n	ensity of the land to be less dense that the land that are specified in a zoning of fewer uses than were allowed under aformity on land not in a residentia se, nonconforming lot, nonconforming onconforming site element.
such purpo land	in one of the foll (1) By was allowed u (2) By ordinance or 1 its previous us (3) By zoning district structure, non	lowing ways: y decreasing the development do under its previous usage. y reducing the permitted uses of land development regulation to sage. y creating any type of noncor t, including a nonconforming us iconforming improvement, or n	ensity of the land to be less dense than the land that are specified in a zoning of fewer uses than were allowed under aformity on land not in a residential se, nonconforming lot, nonconforming

General Assembly Of North Carolina

Session 2023

**SECTION 8.** Sections 1-3 of this act shall become effective January 1, 2026. Sections 4-6 of this act shall be effective when this act becomes law.

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#### STATE OF NORTH CAROLINA

#### COUNTY OF HENDERSON

#### INTERLOCAL AGREEMENT

This Agreement is made and entered into this the  $\frac{lot}{lot}$  day of  $\underline{J}_{Lot}$ , 2025, by and between the CITY OF HENDERSONVILLE, a North Carolina municipal corporation (the *City*), and the COUNTY OF HENDERSON, a body corporate and politic of the State of North Carolina (the *County*).

#### <u>Circumstances</u>

A. The City operates a water system providing potable water service. The City's treatment plant is located outside City limits in the County and serves customers within the City and also outside the City in the County.

B. The City operates a sanitary sewer system, which serves customers within the City and also outside the City in the County.

C. The County zones all of the land area not located within one of its municipalities.

D. The City and the County entered into a "Contract for Purchase and Interlocal Cooperation and Settlement Agreement" December 20, 2000 (the *Mud Creek Agreement*). Under its terms, the Mud Creek Agreement expires thirty (30) years after its execution.

E. Various disputes between the City and the County have arisen over the years, which the parties seek to resolve hereby.

F. This Agreement is entered under the provisions of Article 20 of Chapter 160A of the North Carolina General Statutes.

#### <u>Agreement</u>

NOW, THEREFORE, in consideration of the mutual promises and covenants made to one another, the parties agree as follows:

#### Water and Sewer

 The Joint Water and Sewer Commission (the JWSC) created by the General Assembly shall:

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Page 1 of 3 Pages

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A. The JWSC shall develop policies that will assist in the development of affordable housing projects in the City and outside the City in the County.

B. The JWSC shall work closely with the Henderson County Partnership for Economic Development to provide utility service to existing and prospective industries.

C. The JWSC shall work closely with the County and Henderson County Agricultural Development Corporation to assist the County in meeting its farmland preservation and agricultural development goals.

2. The City will allow the extension of their sewer system to the Flat Rock Cidery property (off Upward Road) and the Baystone Glen development (off U.S. Highway 25) without requiring annexation into the City. Such extensions shall be in accordance to the policies of the Water and Sewer Commission as approved by the City.

 After consultation with its counsel, the County waives any possible claim of conflict of interest or any potential conflict of interest of the City Attorney in representing the City arising from the negotiation or drafting of the Mud Creek Agreement or with interpretation and application of the provisions of the Mud Creek Agreement while it is in effect.

#### Land Use Planning

 The City shall have the right to request zoning map and text zoning changes from the County, and City's planning staff may work with County's planning staff when rezonings of interest to both parties are considered.

#### State Action Required

 The parties shall jointly request the North Carolina General Assembly to pass a revised version of Senate Bill 69 (copy attached), in order to accomplish their mutual goals.

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Page 2 of 3 Pages

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Executed after majority vote of both the Hendersonville City Council and the Board of Commissioners of Henderson County, this the  $\underline{\Pi}_{a}$  day of June, 2025.

CITY OF HENDERSONVILLE

Vario By:

Attest:

Lity Clerk

Approved as to form:

Attome

COUNTY OF HENDERSON

By Uller WILLIAM LARSLE hairman Board of Commissione Attest:

Clerk to the Board of Commissioners

Approved as to form:

County Attorney

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Page 3 of 3 Pages

Council Member Jennifer Hensley moved that the City Council approve the proposed Committee Substitute to Senate Bill 69 and submitted to the N.C. House of Representatives State and Local Government Committee for consideration and the proposed interlocal agreement. A unanimous vote of the Council followed. Motion carried.

#### 5. ADJOURN

There being no further business, the meeting was adjourned at 5:30 p.m. upon unanimous assent of the Council.

ATTEST:

Barbara Volk, Mayor

Jill Murray, City Clerk



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Krystal Powell	<b>MEETING DATE:</b> 7/2/2025
AGENDA SECTION:	Consent	<b>DEPARTMENT:</b> Finance
TITLE OF ITEM:	Hurricane Helene Cash Flow L Director	oan Amendment – Krystal Powell, Finance

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

I move that City Council adopt approve the Amendment to the NC Dept of State Treasurer Hurricane Helene Cashflow Loan.

# **SUMMARY:**

The NC Dept of State Treasurer Hurricane Helene Cashflow Loan was approved in the 3/6/2025 Council Meeting. This is an amendment that will help ease the repayment obligations. Rather than being immediately payable after receipt of insurance proceeds or FEMA proceeds, this allows the City to repay the loan at a later date. Based on the amended agreement it must be repaid no later than the earlier of the following two dates: the five year anniversary of the Loan Date or by 6/30/2030.

BUDGET IMPACT: none

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

If no, describe how it will be funded.

**ATTACHMENTS:** 

Resolution

Amendment to Loan Agreement

Resolution #R-25-

#### RESOLUTION TO APPROVE AMENDMENT TO LOAN AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA (BY AND THROUGH THE NORTH CAROLINA DEPARTMENT OF STATE TREASURER) AND THE CITY OF HENDERSONVILLE

WHEREAS, the City of Hendersonville ("City") previously approved and entered into a loan agreement ("Loan Agreement") and promissory note with the State of North Carolina, by and through the North Carolina Department of State Treasurer ("NCDST"), in connection with the Hurricane Helene Cash Flow Loan Program created by the North Carolina General Assembly under the Disaster Recovery Act of 2024 – Part II (Session Law 2024-53, as amended by Session Law 2024-57); and

WHEREAS, NCDST has agreed to modify those provisions of the Loan Agreement pertaining to the repayment obligations of City upon City's receipt of "Alternative Funding" (as that term is defined in the Amendment), towards the end of maximizing the cashflow liquidity available to City for disaster response activities in the months and years ahead ("Amendment to Loan Agreement").

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE:

- 1. That the Amendment to Loan Agreement presented by the North Carolina Department of State Treasurer is hereby approved.
- 2. That the City Manager is authorized to execute the attached Amendment to Loan Agreement (or one substantially equivalent thereto) and to take such other actions as necessary to secure disaster recovery loan funding from the State of North Carolina.
- 3. All prior actions of the City Manager and Finance Director in furtherance of the Amendment to Loan Agreement are hereby ratified and approved.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of June, 2025.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

# <u>EXHIBIT A</u>

#### RESOLUTION TO APPROVE AMENDMENT TO LOAN AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA (BY AND THROUGH THE NORTH CAROLINA DEPARTMENT OF STATE TREASURER) AND THE [VILLAGE/TOWN/CITY/TRIBAL GOVERNMENT] OF Hendersonville

#### WITNESSETH:

WHEREAS, the [Village/Town/City/Tribal Government] of Hendersonville previously approved and entered into a loan agreement ("Loan Agreement") and promissory note with the State of North Carolina, by and through the North Carolina Department of State Treasurer ("NCDST"), in connection with the Hurricane Helene Cash Flow Loan Program created by the North Carolina General Assembly under the Disaster Recovery Act of 2024 – Part II (Session Law 2024-53, as amended by Session Law 2024-57); and

WHEREAS, NCDST has agreed to modify those provisions of the Loan Agreement pertaining to the repayment obligations of [Unit] upon [Unit's] receipt of "Alternative Funding" (as that term is defined in the Amendment), towards the end of maximizing the cashflow liquidity available to [Unit] for disaster response activities in the months and years ahead ("Amendment to Loan Agreement").

#### NOW, THEREFORE, BE IT RESOLVED BY [UNIT or APPROVING BODY OF UNIT]:

- 1. That the Amendment to Loan Agreement presented by the North Carolina Department of State Treasurer is hereby approved.
- 2. That the [appropriate Officer/Official] is authorized to execute the attached Amendment to Loan Agreement (or one substantially equivalent thereto) and to take such other actions as necessary to secure disaster recovery loan funding from the State of North Carolina.

Adopted, this the \_\_\_\_\_ day of \_\_\_\_,

[APPROVING BODY OF THE RELEVANT VILLAGE/TOWN/CITY/TRIBAL GOVERNMENT]

Ву: \_\_\_\_

Barbara G. Volk, Mayor, City of Hendersonville

ATTEST:

Jill Murray, City Clerk

This Amendment has been pre-audited as required by the Local Government Budget and Fiscal Control Act

#### AMENDMENT

#### to

Loan Agreement between the State of North Carolina (by and through the North Carolina Department of State Treasurer) and the City of Hendersonville

This amendment ("Amendment") to the above identified agreement is hereby made and entered into by the State of North Carolina, by and through the North Carolina Department of State Treasurer ("NCDST"), and the [Village/Town/City/Tribal Government] of Hendersonville ("Recipient"), as of the effective date established hereinbelow.

#### RECITALS

- A. Pursuant to the Hurricane Helene Cash Flow Loan Program created by the North Carolina General Assembly under the Disaster Recovery Act of 2024 – Part II, NCDST and Recipient entered the above-identified agreement to establish terms and conditions governing NCDST's disbursement of loan proceeds to Recipient (the "Loan Agreement").
- B. The terms of the Loan Agreement require Recipient to seek alternative sources of funding—namely, federal funding support, insurance proceeds, and private donations (generally, "Alternative Funding")—to pay for the disaster response activities on which Recipient's loan origination was based. The terms of the Loan Agreement also provide that, upon receiving any such Alternative Funding, Recipient must remit the equivalent amount of loan proceeds to NCDST: (i) within five business days in the case of federal funding support, and (ii) "promptly" in the case of insurance proceeds and private donations.
- C. Until recently, NCDST was unaware of certain facts and circumstances concerning the nature and timing of the Alternative Funding available to Recipient. In light of those facts and circumstances, NCDST has determined that the provisions of the Loan Agreement requiring Recipient to repay loan proceeds within five business days, or else "promptly," each time Recipient receives Alternative Funding, are likely to have the unintended consequence of restricting, rather than securing, the cashflow liquidity available to Recipient in the months and years ahead, defeating the very purpose of the Cashflow Loan Program.
- D. In light of the above, and as provided in Section 10. of the Loan Agreement (pertaining to amendments), NCDST and Recipient now wish to enter this Amendment to modify those provisions of the Loan Agreement pertaining to the repayment obligations of Recipient in connection with its receipt of Alternative Funding.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties do hereby agree as follows:

#### 1. Modifications to Loan Agreement.

- (a) Subsection e. to section 3. of the Loan Agreement is hereby amended by deleting the stricken text and inserting the underlined text appearing below:
  - c. Notwithstanding the Repayment Terms as stated on Page 1 of this Agreement, if RECIPIENT receives

funding support from the federal government for expenditures covered under the FEMA Public Assistance Worksheets used as the basis for this Agreement, RECIPIENT shall-repay NCDST the equivalent amount of loan proceeds within five (5) business days of receipt of the federal funding support, RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the carlier of the following two dates; the five-year anniversary of the Loan Date; or (b) June 30, 2030,

- (b) Section 3., subsection g., of the Loan Agreement is hereby amended by deleting the stricken text and inserting the underlined text appearing below:
  - g. As provided in the Authorizing Act:
    - (i) RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (a) the five year anniversary of the Loan Date; or (b) June 30, 3030, RESERVED.
    - (ii) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIEN'T from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT's applicable insurance policy in effect; (b) federal aid; or (c) private donations.
    - (iii) If RECIPIENT obtains alternative funds pursuant to subdivision (ii) of this subsection g, RECIPIENT shall promptly remit such funds to NCDST as soon as reasonably practicable thereafter, but no later than the earlier of the two dates established in subsection e. to this Section 3. Notwithstanding the preceding sentence, RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

#### 2. Effect of Amendment.

- (a) Except as expressly provided herein, all terms, conditions and provisions of the Loan Agreement shall remain in full force and effect and are hereby ratified and confirmed by Recipient.
- (b) This Amendment is not intended to modify any term, condition or provision contained in any of the loan documents associated with RECIPIENT's Loan Agreement (the "Associated Loan Documents"). All terms, conditions and provisions of the Associated Loan Documents shall remain in full force and effect, modified only to the extent necessary to accomplish the purposes of this Amendment.
- (c) On and after the effective date hereof, unless the context clearly requires otherwise, any reference to the Loan Agreement contained in the Associated Loan Documents or in the Loan Agreement itself shall be interpreted as a reference to the Loan Agreement as amended by this Amendment.

- 3. <u>Effective Date</u>. The provisions of this Amendment shall become effective upon the date on which NCDST has received the following:
  - (a) This Amendment, duly executed and delivered by Recipient and NCDST; and
  - (b) A certified copy of a resolution authorizing execution of this Amendment substantially in the form of Exhibit A, duly executed and delivered by RECIPIENT.
- 4. <u>Counterparts</u>. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Amendment may be delivered by facsimile or in Portable Document Format (PDF) sent by electronic mail, with such delivery having the same effect as delivery of an original counterpart. Signatures provided by facsimile transmission, in PDF sent by electronic mail, or by electronic signature such as DocuSign, shall be deemed to be original signatures.

IN WITNESS WHEREOF, each of the Parties hereto has caused its duly authorized representative, as applicable, to execute this Amendment Number One as of the dates written below.

#### North Carolina Department of State Treasurer

City of Hendersonville

Name:			John Connet Name:
Title:		1	City Manager
Signature:	· · · · · · · · · · · · · · · · · · ·		Signature: Jan Come
Date:	:		Date: 6-18-25
		•	·



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

# SUBMITTER: Krystal Powell MEETING DATE: 7/2/2025 AGENDA SECTION: Consent DEPARTMENT: Finance TITLE OF ITEM: Open Investment Account with NC CLASS – Krystal Powell, Finance Director SUCCESSTED MOTION(S):

# SUGGESTED MOTION(S):

I move that City Council approve the Resolution to participate in NC CLASS (North Carolina Cooperative Liquid Assets Securities Systems) and open an investment account.

# **SUMMARY:**

Opportunity for the City to further diversify its investment portfolio by opening an account with NC CLASS. This will give flexibility an another avenue to increase interest earnings.

**BUDGET IMPACT:** Additional Interest Revenue

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

If no, describe how it will be funded.

# **ATTACHMENTS:**

Resolution

NC CLASS Features and Benefit Sheet

#### **RESOLUTION #\_\_\_\_**-\_\_

#### **RESOLUTION TO PARTICIPATE IN NORTH CAROLINA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEMS**

A resolution authorizing the City of Hendersonville, North Carolina (the "City") to join with other political subdivisions of the State of North Carolina as a Participant ("Participant") in the North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) (the "Trust") to pool funds for investment.

**WHEREAS**, the provisions of Section 159-30 of the General Statutes of North Carolina, as amended ("N.C. Gen. Stat."), provide the guidelines for any local government or public authority of the State of North Carolina (a "Local Government" or "Local Government Unit") to invest idle funds;

WHEREAS, under N.C. Gen. Stat. § 159-30(c)(10), moneys may be invested in a commingled investment pool established by interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 through 160A-464 (a "Local Government Investment Pool"), if the investments of the Local Government Investment Pool are limited to those qualifying for investment under N.C. Gen. Stat. § 159-30(c) or other laws of the State of North Carolina governing the investment of monies of a Local Government Unit ("Permitted Investments");

**WHEREAS**, certain Local Government Units have executed an Interlocal Agreement dated March 1, 2023 (the "Original Interlocal Agreement" and as supplemented and amended the "Interlocal Agreement") for the purpose of creating the Trust or executed a joinder agreement for purposes of joining the Original Interlocal Agreement;

**WHEREAS**, the Trust is governed by the terms of an Indenture of Trust dated as of March 1, 2023 (the "Indenture"), which provides for the deposit of the pooled idle funds in the Trust and the investment of such funds in only Permitted Investments;

**WHEREAS**, the City desires to become a party to the Interlocal Agreement and a Participant in the Trust.

#### NOW, THEREFORE, it is hereby RESOLVED by the Council of the City of Hendersonville, North Carolina that:

1. The Governing Body hereby approves the City becoming a party to the Interlocal Agreement and its participation in the Trust, which is governed by the Indenture.

2. The Governing Body authorizes the execution and delivery of a joinder agreement to Interlocal Agreement (the "Joinder Agreement") substantially in the form presented at this meeting, together with such changes, modifications and deletions as may be approved by the City's Finance Director (the "Finance Officer"). The approval of the Joinder Agreement will be evidenced conclusively by the execution and delivery of the Joinder Agreement by the Finance Officer.

3. The Finance Officer is hereby authorized to take or cause to be taken any and all such other actions as they may determine in their discretion to be to be necessary or advisable or in the best interest of the City in order to effectuate, complete and carry out the intent and purposes of the foregoing resolutions and the management, supervision, and investment of the City's idle funds, including, but not limited to, the execution of all depository forms or other documents required by the administrator, the custodian or the

investment advisor of the Trust and execution of amendments to the Interlocal Agreement entered into for the purpose of (i) adding an additional Participant to the Trust or (ii) which do not have financial implications for the City.

4. The Governing Body hereby approves the Finance Officer to serve as the City's Authorized Representative under the Interlocal Agreement and the Indenture and in such capacity shall remain responsible for the management, supervision and investment of the City's idle funds.

The undersigned hereby certifies that the City Council has enacted this Resolution, or another form of Resolution, a copy of which is enclosed, and that such Resolution is a true and correct copy of the original which is in my possession.

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



North Carolina Cooperative Liquid Assets Securities System

#### What is North Carolina CLASS?

North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) is a commingled investment pool established by interlocal agreement in accordance with North Carolina law permitting local government units to pool idle funds in order to invest such funds and earn interest in accordance with, and as permitted by, the provisions of the N.C.G.S. Section 159-30 or other laws of the State of North Carolina governing the investment of monies of a local government unit. The North Carolina CLASS was organized in 2023 and provides a professionally managed investment program. Funds of the Participants are invested in prime or high-grade, short-term fixed income instruments selected with the goal of providing program safety, liquidity, and competitive rates of return as further defined by the North Carolina CLASS Information Statement.

#### Who oversees and manages North Carolina CLASS?

Investments made on behalf of the Participants are subject to the overall direction of the North Carolina CLASS Board of Trustees which is comprised of public finance professionals who represent North Carolina local government units that participate in North Carolina CLASS. The Board of Trustees has entered into an Investment Advisor and Administrator Agreement with Public Trust Advisors, LLC. Public Trust is responsible to the Board for all program investment and administrative activities as well as many of the services provided on behalf of the Participants.

#### How can you participate in North Carolina CLASS?

Enrolling in North Carolina CLASS is simple.



Read the Indenture of Trust, Interlocal Agreement, and the applicable Information Statement(s).

- Complete the North Carolina CLASS Participation Packet.
- 3 Keep the original forms for your records, and send the completed packet to the North Carolina CLASS Client Service Team by email to <u>clientservices@ncclass.com</u> or by fax at (866) 200-3537.

Helping North Carolina Communities Together With



#### NORTH CAROLINA CLASS FEATURES

As a North Carolina CLASS Participant, you have access to many convenient features:

- Same-day liquidity (12:00 p.m. ET cut-off)
- Contributions by wire or ACH
- Secure online access for transactions and account statements
- Professionally managed portfolio
- Competitive daily yields
- Unlimited subaccounts
- No minimum investment requirements
- Dividends applied daily and paid monthly
- No transaction fees\*
- Audited annually by an independent auditing firm\*\*
- Dedicated client service representatives available via email or phone on any business day

\*You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no transaction fees charged from North Carolina CLASS for such transactions. \*\*External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.



# What are the objectives of North Carolina CLASS?

#### Safety

The primary investment objective of North Carolina CLASS is the safety of public funds. The North Carolina CLASS portfolio is professionally managed by a team of investment professionals who are solely focused on the management of public funds nationwide. The North Carolina CLASS has earned S&P Global Ratings' highest money market rating, 'AAAm.' The custodian for North Carolina CLASS is Fifth Third Bank, N.A.

#### Liquidity

When you invest with North Carolina CLASS, you have access to your funds on any business day. You must notify North Carolina CLASS of your transaction requests by 12:00 p.m. ET via the North Carolina CLASS Online Transaction Portal. By offering daily liquidity, we aim to provide you with the flexibility you need to meet your daily cash needs.

#### Convenience

To make cash management simple and efficient, North Carolina CLASS includes many features that make it easy to access account information and simplify record keeping. Transactions are conducted via the North Carolina CLASS Online Transaction Portal at www.ncclass.com and may be entered at any time - up to 365 days in advance. Our dedicated Client Service team is available to assist with any matters related to the administration of your account and can be reached by email at clientservices@ncclass.com or by phone at (866) 200-3536.

#### Flexibility

Participants may establish multiple North Carolina CLASS accounts to track and parallel their own internal fund accounting structures. You will receive an email notification when your comprehensive monthly statement is available online; statements show your transaction activity, dividend postings, and yield summaries. These statements have been specifically designed to facilitate public sector fund accounting and to establish a clear accounting and audit trail for your investment records.

#### **Competitive Returns**

While adhering to the primary objectives of safety and liquidity, North Carolina CLASS strives to provide competitive yields. Dividends are applied daily within each subaccount and are paid at month-end.

#### Legality

North Carolina CLASS investments are limited to those qualifying for investment under N.C.G.S. Section 159-30.

Have Questions? Contact us or visit <u>www.ncclass.com</u> for more information.



Daniel Klus Senior Director, Investment Services dan.klus@ncclass.com (984) 278-5006



Justin Wycoff Director, Investment Services justin.wycoff@ncclass.com (704) 699-0569

Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. The information presented should not be used in making any investment decisions. This material is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. Please review the North Carolina CLASS information Statement before investing. North Carolina CLASS is not a bank. An investment in North Carolina CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although North Carolina CLASS seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. Past performance is not an indication of future performance. No assurance can be given that the performance objectives of a given strategy will be achieved. Any financial and/or investment decision may incur losses. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove credit risk. For more information on rating methodologies, visit www.spglobal.com.

Public Trust Advisors, LLC, a registered investment advisor with the U.S. Securities and Exchange Commission, provides investment advisory services to the Fund. PMA Securities, LLC, an affiliate of Public Trust Advisors, is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of FINRA and SIPC and provides marketing, and securities and other institution brokerage services.



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Michael Huffman	<b>MEETING DATE:</b>	07/02/25
AGENDA SECTION:	CONSENT	<b>DEPARTMENT:</b>	Stormwater
TITLE OF ITEM:	South Mountains Region Huffman, Stormwater Di	onal Hazard Mitigation Plan rector	Adoption – Michael

# **SUGGESTED MOTION(S):**

I move the City Council adopt a Resolution adopting the South Mountains Regional Hazard Mitigation Plan.

# SUMMARY:

Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five-year cycle. The 5-year update of the South Mountains Regional Hazard Mitigation Plan was completed on 5/21/25. The last step in the update process is adoption by the jurisdictions that wish to be considered participants under the plan.

**BUDGET IMPACT:** N/A

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

If no, describe how it will be funded.

# **ATTACHMENTS:**

1. Resolution adopting the South Mountains Regional Hazard Mitigation Plan.

Resolution #\_\_\_-

#### **RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL**

#### ADOPTING THE SOUTH MOUNTAIN REGIONAL HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within City of Hendersonville, North Carolina are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, the City of Hendersonville, North Carolina desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Article 5, Section 160D-501 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, the City of Hendersonville, North Carolina has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the City Council of the City of Hendersonville, North Carolina to fulfill this obligation in order that the City of Hendersonville, North Carolina will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the City;

NOW, THEREFORE, be it resolved that the of the City Council of the City of Hendersonville, North Carolina hereby: 1. Adopts the South Mountains Regional Hazard Mitigation Plan.

2. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2<sup>nd</sup> day of July 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:	Logan Hickey	<b>MEETING DATE:</b>	7/2/2025
AGENDA SECTION:	Consent Agenda	DEPARTMENT:	W&S Operations
TITLE OF ITEM:	Purchase of Water and Sewer O Chad Freeman	perations Inventory and	d Parts- Logan Hickey,

# **SUGGESTED MOTION(S):**

I move City Council adopt the Resolution by the City of Hendersonville City Council to authorize the ratification of the addition of Group Purchasing Organization Contract # 02-138 to the list of approved GPO inventory/parts contracts approved on 7/10/2024 for use in FY25. I also move City Council to adopt the Resolution to authorize FY26 inventory budgeted Group Purchasing Organization contract spending for the City's Water and Sewer Operations.

# **SUMMARY:**

Finance Department is submitting this in collaboration with and on behalf of City Water/Sewer Operations. The City of Hendersonville Operations Department utilizes the following wide variety of inventory to ensure that the City continues to function effectively as inventory items become necessary.

- AMI products
  - Meters
  - Transmitters
  - o Sensus Ancillary Parts
- Brass fittings
- Clamps
- Ductile pipe
- Hydrants
- Gate valves
- Other inventory as needed

For many years, the City has utilized various Group Purchasing Organization contracts to purchase this inventory as is permitted by GS 143-129(e)(3) and under various previous council approvals. Over FY21, FY22, FY23, and FY24, between Repair/Maintenance and Capital accounts, the City has purchased an average of \$977,624.25 of inventory yearly.

On April 4, 2024, we combined all inventory purchases under the same category of approval, and City Council ratified FY24 for all applicable contracts and vendors. On July 10, 2024, City Council approved utilization of three contracts per GS 143-129(e)(3) for budgeted inventory spending in FY25 up to \$1,000,000.00.

Here, we are requesting City Council to ratify the addition of Contract # 02-138 to the list of approved Group Purchasing Organization contracts for inventory/part procurement effective for FY25. We are also requesting approval of utilization of all three contracts per GS 143-129(e)(3) for budgeted inventory spending in FY26 up to \$1,000,000.00. Contract # 02-76 via Fortiline Waterworks has not been renewed and will not be utilized in FY26 and has been removed from the list.

Below are the three contracts and corresponding vendors. These are Omnia Partners contracts. The approved amount can be utilized as needed under each contract.

Vendor Name	Contract Number	
Graybar Electric	Contract # EV2370	
Ferguson Waterworks	Contract # 02-104	
Ferguson Waterworks	Contract # 02-138	

# **BUDGET IMPACT:** \$1,000,000.00

**Is this expenditure approved in the current fiscal year budget?** Pertains to both FY 2025 and FY 2026

ATTACHMENTS: Resolution

Resolution #\_

# RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE RATIFICATION OF A GPO CONTRACT IN FY25 FOR INVENTORY AND PART PURCHASES AND TO AUTHORIZE USE OF FOUR GPO CONTRACTS FOR THESE PURCHASES FOR THE CITYE'S WATER AND SEWER OPERATIONS FOR FISCAL YEAR 2025/2026

**WHEREAS**, the City of Hendersonville Operations Department utilizes the following wide variety of inventory to ensure that the City continues to function effectively as inventory/parts become necessary (AMI products (Meters, Transmitters, Sensus Ancillary Parts), Brass fittings, Clamps, Ductile pipe, Hydrants, Gate valves, Other inventory as needed); and,

**WHEREAS,** for many years, the City has utilized various Group Purchasing Organization contracts to purchase this inventory as is permitted by GS 143-129(e)(3) and under various previous council approvals; and,

**WHEREAS**, over FY21, FY22, FY23, and FY24, between Repair/Maintenance and Capital accounts, the City has purchased an average of \$977,624.25 of inventory yearly; and,

**WHEREAS,** on April 4, 2024, we combined all inventory purchases under the same category of approval, and City Council ratified FY24 for all applicable contracts and vendors. On July 10, 2024, City Council approved utilization three of these contracts per GS 143-129(e)(3) for budgeted inventory spending in FY25 up to \$1,000,000.00; and,

**WHEREAS**, here, we are requesting City Council to ratify the addition of Contract # 02-138 to the list of approved Group Purchasing Organization contracts for inventory/part procurement effective for FY25. We are also requesting approval of utilization of all four contracts per GS 143-129(e)(3) for budgeted inventory spending in FY26 up to \$1,000,000.00; and,

**WHEREAS**, below are the four contracts and corresponding vendors. These are Omnia Partners contracts. The approved amount can be utilized as needed under each contract; and,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Hendersonville, North Carolina that the City's Water and Sewer Operations Department is authorized to utilize Omnia Partners Contract # 02-138 for inventory/part inventory in FY25 and is authorized to purchase inventory items/parts up to \$1,000,000.00 under the contracts listed in this resolution to the vendors listed.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2<sup>nd</sup> day of July, 2025.

Barbara G. Volk, Mayor, City of Hendersonville

Attest:

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Logan Hickey	<b>MEETING DATE:</b>	7/2/2025	
AGENDA SECTION:	Consent Agenda	<b>DEPARTMENT:</b>	Finance, WTP	
TITLE OF ITEM:	Sole Source Purchase of Coagulant- Logan Hickey, Ricky Levi			

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

I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the continued Sole-Source Purchase of Coagulant for the City Water Treatment Plant.* 

#### **SUMMARY:**

The City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water Treatment Plant. The WTP utilizes Coagulant. Coagulant is required by the state for coagulation, flocculation, and sedimentation. The City ran into issues with its prior supplier's solution where some of it precipitated out into the bottom of the bulk tanks and formed back into a solid. On 5/2/2024, the City is recommended use of a different Coagulant formula which is sole source thru a different vendor. Please see that agenda and resolution for full context.

The new formula recommendation of Coagulant is a proprietary blend only available from one source of supply. While there are other alternative non-coagulant products, none have this particular blend which is required for the efficient operations of our facility. Standardization of this blend is required. NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. The governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract. Staff is requesting to continue to utilize Zeta Solutions on Coagulant City-wide by asking that Council approve this sole source and standardization request.

# **BUDGET IMPACT:** \$145,000.00

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

ATTACHMENTS: Resolution

Section 5, Item F.

Sole Source Letter Quote

Resolution #\_

# RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE PURCHASE OF COAGULANT FOR THE WATER TREATMENT PLANT

**WHEREAS**, the City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water Treatment Plant; and,

WHEREAS, the WTP utilizes Coagulant; and,

**WHEREAS,** Coagulant is required by the state for coagulation, flocculation, and sedimentation; and,

**WHEREAS**, the City ran into issues with it's current vendor's solution where some of it precipitated out into the bottom of the bulk tanks and formed back into a solid; and,

**WHEREAS,** on 5/2/2024, the City is recommended use of a different Coagulant formula which is sole source thru a different vendor. Please see that agenda and resolution for full context; and,

**WHEREAS,** the new formula recommendation of Coagulant is a proprietary blend only available from one source of supply. While there are other alternative non-coagulant products, none have this particular blend which is required for the efficient operations of our facility. Standardization of this blend is required; and,

**WHEREAS,** While there are other alternative non-coagulant products, none have this particular blend which required for the efficient operations of our facility. NCDEQ would require us to do further studies and get their approval to change from one blend to another. Another challenge with changing blends is that it could cause problems with our lead copper numbers as well as our water quality parameter numbers. Thus, standardization of this blend is required; and,

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

**WHEREAS**, staff are requesting to continue to utilize Zeta Solutions on Coagulant City-wide by asking that Council approve this sole source and standardization request; and,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Hendersonville, North Carolina that city staff is authorized to purchase Coagulant from Zeta Solutions for FY25/26 within budgeted funds available.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2<sup>nd</sup> day of July, 2025.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



April 10, 2024

Attn: Mr. Ricky Levi City of Hendersonville Mills River Water Treatment Plant 4139 Haywood Rd. Mills River, NC 28759

#### RE: ZetaSOL 2493

Zeta Solutions, LLC is the sole source for ZetaSOL 2493. This specialty coagulant is manufactured in Augusta, Georgia, and in East St. Louis, Illinois, exclusively for Zeta Solutions, LLC.

The ZetaSOL 2493 is NSF Standard 60 approved for use in potable water applications at dosage rates up to 250 mg/L.

Thank you.

Sincerely,

Zac Fagan

Zac Fagan CEO Zeta Solutions LLC

cc: Sam Lindmark



#### **Zeta Solutions**

Phone: 800-453-2586 Email: zfagan@usalco.com

Bill To

Hendersonville, NC (City of) 160 Sixth Ave East Hendersonville, NC 28792 US 
 Quote #:
 Q-18298-3

 Date:
 4/17/2025, 10:08 AM

 Effective Date:
 4/17/2025

SALESPERSON	PAYMENT TERMS
Zac Fagan zfagan@usalco.com	Net 30

WAREHOUSE	PRODUCT CODE	PRODUCT NAME	PRODUCT TYPE	FREIGHT TERM	LEAD TIME	UNIT PRICE	ADDITIONAL SURCHARGE	QTY	UOM
FF	3252HTT	ZetaSOL 2493	TT	Prepaid	7-10 Bus Days	\$0.2590	\$0.0000	45,000.00	LB
	Ship To Address: Hendersonville, NC WTP; 4139 Haywood Rd; Mills River, NC 28759								

\*\*\*Please note that Additional Surcharge will appear as separate line item on invoice.

#### **Terms & Conditions**

This order quotation is subject, and its acceptance is expressly limited, to the terms stated on its face and USALCO's Standard Terms and Conditions, attached and also posted at <a href="https://www.usalco.com/stcs/">https://www.usalco.com/stcs/</a> which are hereby incorporated herein by reference. Unless otherwise specifically accepted by USALCO in writing, any additional or different terms, whether or not materially different, set forth in any communication from Buyer to USALCO are hereby objected to and rejected.

Signature:	 Effective Date:	//
Name (Print):	 Title:	

Please sign and email to Zac Fagan at zfagan@usalco.com

Section 5, Item F.

THANK YOU FOR YOUR BUSINESS!

# **Coagulant Estimated Usage & Cost FY26**

#### (More is used at peak demand season and storms)

Avg usage estimated @ 130 gallons per day over the year

Avg Tanker load is between 4200 gallons

4200 / 135 = 31 days per tanker avg.

365 / 31 = 12 loads per year needed

Quote – 0.259 per lb X 45,000 per load = \$11,655.00 per tanker

12 tankers X \$11,655.00 = \$139,860.00

So, estimate for PO \$145,000.00 based on these figures and any tariff or market issues. This is the most accurate estimate that can be formulated.



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Logan Hickey	<b>MEETING DATE:</b>	07/02/2025
AGENDA SECTION:	Consent Agenda	<b>DEPARTMENT:</b>	Finance, WTP
TITLE OF ITEM:	Purchase of Chlorine- Logan Hick	xey, Ricky Levi	

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

I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the continued Purchase of Chlorine for the City Water Treatment Plant.* 

#### **SUMMARY:**

The City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water Treatment Plant. The WTP utilizes utilizes chlorine. Chlorine is required by the state for certain levels in the treatment train for certain CT/Contact Times and a certain residual level must be maintained in the distribution system. Additionally, there are no other suppliers in our region. If we did go outside of our region – product availability, cost, and safety would be an issue.

Requesting department has been looking for additional chlorine suppliers each year. When current staff took over position, staff was informed by other staff that there weren't any suppliers/vendors close enough that could provide chlorine in the containers nor amount used by the City. Requesting department has made several attempts to locate additional suppliers and has inquired to everyone in the industry contacts – with no success. Additionally, requesting department has also brought in Brenntag chemical in the past to look things over. It was learned that the vendor is unable to supply the amount needed by the City in ton containers and is not equipped to supply currently. This was basically the only lead requesting department had, and this vendor is not located in NC. The others with applicable capabilities were in either Florida or South Georgia. They, however, have to keep their regional customers supplied, so the City would not have a place of priority if that route was selected. The cost would also be higher due to shipping. In addition to increased cost, this distance is not in line with best safety practices.

Additionally, the City's RMP Risk Management Plan (which is filed with the USEPA, NCDEQ) and Emergency Management require certain safety training along with training at City facilities to be documented. The inspectors are more pleased when you stick with the same vendor as much as possible from a safe handling aspect.

Overall, there are no other viable options other than JCI Jones Chemical (out of Charlotte, NC) who can provide chlorine gas in the ton containers and in the volume the City requires for water treatment disinfection at the City's 12 million per gallon a day rated water treatment facility. The City uses 2000 lb. cylinders and one ton will last about 10 days. The City's maximum allowed facility storage amount at any one time is 8 tons/16,000 lbs. This is regulated by the State and Federal government. The current market price is \$2,203 per ton delivered. The volatile market is continuing at this time. The City also has email documentation regarding extensive market volatility and price increases. Due to the cost escalation in the current market, chlorine costs are now exceeding formal bid thresholds. Costs have nearly quadrupled over the past four years. Therefore, we are seeking council approval to continue use of JCI Jones Chemicals in order to ensure that we are able to consistently source this chemical safely and to ensure effective operation of our facilities.

#### **BUDGET IMPACT:** \$72,000.00

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

ATTACHMENTS: Resolution

Section 5, Item G.



May 29, 2024

# PLEASE SIGN AND RETURN BY 6/24/24 TO AVOID POSSIBLE SHIPMENT DELAYS

Hendersonville NC

Dear Customer:

Due to the ongoing global supply shortage, raw material cost increases continue to be issued by the Producers of chlorine and sodium hydroxide (caustic soda). These materials are also used to manufacture sodium hypochlorite (bleach) and sodium bisulfite. It is necessary for us to pass these shortage-related increases on to our customers.

Effective July 1, 2024 your <u>Chlorine Tons</u> price must increase to \$2,203 Each. All other terms & conditions will remain the same.

Please know that JCI is not a raw material Producer, therefore we have no control over raw material cost. We will continue to fight all cost increases issued by the Producers. Unfortunately, supply remains low and demand remains high.

Please also note that although supply remains tight, we will do our best to continue to maintain service of your full requirements.

Thank you for your continued cooperation and understanding.

Sincerely,

## JCI Jones Chemicals, Inc

JCI Jones Chemicals, Inc Charlotte NC Branch

Please sign below and return via email to charlotte@jcichem.com or return via fax to (704) 392-7412.

Accepted by:

Date: (0-17-24

# **Chlorine Estimated Usage & Cost FY26**

365 days / 11.5 days avg. usage per ton cylinder = 32 tons per year 32 tons x \$2,203.00 per ton = \$70,496.00 per year cost estimated Round up to \$72,000 per year on Purchase Order.

## Some additional thoughts & explanation:

The coming year we will have to plan for at least normal flows and storm/turbidity events and demands for disinfection. We are hopefully bringing online a new water source *(French Broad River)* which is known to be a bit more turbid and will have a higher demand for water treatment/disinfection which will require the use of greater levels of chlorine for disinfection purposes and currently we can only speculate as to how it will impact these numbers, we know it will increase them just not sure to what degree as yet. So even though we only actually used 28 tons last year our normal numbers would predict the possibility of 32 tons at least in an average year so, with all this being said I would like to go with our normal number of 32 tons and hope that this will cover our bases. Another factor is depending on how the orders break down because we order in numbers of 4 tons at a time as (4 tons are our minimum order requirement for a delivery).

Resolution #\_

## RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE PURCHASE OF CHLORINE FOR THE WATER TREATMENT PLANT

**WHEREAS**, the City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water Treatment Plant; and,

WHEREAS, the City's WTP utilizes Chlorine; and,

**WHEREAS**, Chlorine is required by the state for certain levels in the treatment train for certain CT/Contact Times and a certain residual level must be maintained in the distribution system; and,

**WHEREAS**, there are no other suppliers in our region. If we did go outside of our region – product availability, cost, safety, and would be an issue; and,

WHEREAS, Requesting department has been looking for additional chlorine suppliers each year. When current staff took over position, staff was informed by other staff that there weren't any suppliers/vendors close enough that could provide chlorine in the containers nor amount used by the City. Requesting department has made several attempts to locate additional suppliers and has inquired to everyone in the industry contacts – with no success. Additionally, requesting department has also brought in Brenntag chemical in the past to look things over. It was learned that the vendor is unable to supply the amount needed by the City in ton containers and is not equipped to supply currently. This was basically the only lead requesting department had, and this vendor is not located in NC. The others with applicable capabilities were in either Florida or South Georgia. They, however, have to keep their regional customers supplied, so the City would not have a place of priority if that route was selected. The cost would also be higher due to shipping. In addition to increased cost, this distance is not in line with best safety practices; and,

**WHEREAS,** the City's RMP Risk Management Plan (which is filed with the USEPA, NCDEQ) and Emergency Management require certain safety training along with training at City facilities to be documented. The inspectors are more pleased when you stick with the same vendor as much as possible from a safe handling aspect.; and,

WHEREAS, Overall, there are no other viable options other than JCI Jones Chemical (out of Charlotte, NC) who can provide chlorine gas in the ton containers and in the volume the City requires for water treatment disinfection at the City's 12 million per gallon a day rated water treatment facility. The City uses 2000 lb. cylinders and one ton will last about 10 days. The City's maximum allowed facility storage amount at any one time is 8 tons/16,000 lbs. This is regulated by the State and Federal government. The current market price is \$2,203 per ton delivered. The volatile market is continuing at this time. The City also has email documentation regarding extensive market volatility and price increases. Due to the cost escalation in the current market, chlorine costs are now exceeding formal bid thresholds. Costs have nearly quadrupled over the past four years. Therefore, we are seeking council approval to continue use of JCI Jones Chemicals in order to ensure that we

are able to consistently source this chemical safely and to ensure effective operation of our facilities; and,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Hendersonville, North Carolina that the City's Water Treatment Plant is authorized to continue to utilize JCI Chemical as the source for Chlorine for Fiscal Year 2025/2026.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2<sup>nd</sup> day of July, 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:	Logan Hickey	<b>MEETING DATE:</b>	7/2/2025
AGENDA SECTION:	Consent Agenda	DEPARTMENT:	Finance, WTP
TITLE OF ITEM:	Sole Source and Standardization Ricky Levi	Purchase of Orthopho	osphate- Logan Hickey,

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

I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the continued Sole-Source Purchase of Orthophosphate for the City Water Treatment Plant.* 

## SUMMARY:

The City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water Treatment Plant. The WTP utilizes Orthophosphate. Orthophosphate is required by the state for corrosion control. Orthophosphate is a proprietary blend called 70/30 Ortho Poly with a total PO4 value of 36 percent. This blend is only available from one source of supply. While there are alternative products in the market, no other vendors offer this particular blend. We have used this blend for roughly 15-20 years and utilizing a different blend would create a need to for an entirely new corrosion study with the state and the changeover would take 3-6 months to replace within the distribution system. This would significant budgetary overages, would cause regulatory issues with the state, and would cause issues with corrosion control (ie. Lead and copper). Thus, standardization of this sole source blend is required. NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. The governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract. Staff are requesting to continue to utilize Worx on Orthophosphate City-wide by asking that Council approve this sole source, standardization request.

## **BUDGET IMPACT:** \$65,000.00

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

ATTACHMENTS: Resolution

Section 5, Item H.

Sole Source Letter Vendor Quote Estimated Usage Document

#### Levi, Ricky

From: Sent: To: Subject:

\_\_\_

John Walsh <worxblends@gmail.com> Thursday, May 8, 2025 9:29 PM Levi, Ricky Phosphate pricing for FY 2026

Be Advised: This email originated from outside of the Hendersonville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ricky- Phosphate pricing for next year will remain at \$6.50 per gallon including delivery. We appreciate your business and have been working diligently at maintaining our expenses and raw material costs at the same level as this year. Thank you for the opportunity to serve you.

Respectfully submitted and signed John Walsh

John Walsh President Worx, LLC, InstantMPY® 704-905-8624 worxblends@gmail.com www.instantmpy.com https://www.linkedin.com/in/john-walsh-388425213

# Worx, LLC

May 8, 2025

To whom it may concern:

This letter certifies that WaterWorx 5.300 is a proprietary orthophosphate blend that was formulated by John Walsh and is manufactured by Worx in Charlotte, NC specifically for the water quality and corrosion control program of Hendersonville, NC.

The product is NSF certified against Std 60 for Drinking Water Use and we have specialized in blending phosphate blends since 1987. Worx is sole source for this product and does not have any distributors for the State of North Carolina.

Sincerely,

Signed

John C. Walsh President

2010 Sterling Rd, Charlotte, NC 28209

worxblends@gmail.com 17049508624

# **Ortho Phosphate Estimated Usage & Cost FY26**

Avg usage estimated @ 25 plus gallons per day over the year. 25 gallons per day X 365 days = 9,125 gallons per year Cost per gallon \$6.50 X 9,125 = \$59,312.50 per year estimated PO for \$65,000 to cover any market or tariff related issues

Resolution #\_\_

## RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE AND STANDARDIZATION PURCHASE OF ORTHOPHOSPHATE FOR THE WATER TREATMENT PLANT

**WHEREAS**, the City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water Treatment Plant; and,

WHEREAS, the City's WTP utilizes Orthophosphate; and,

WHEREAS, Orthophosphate is required by the state for corrosion control; and,

**WHEREAS,** Orthophosphate is a proprietary blend called 70/30 Ortho Poly with a total PO4 value of 36 percent; and,

**WHEREAS,** This Orthophosphate blend is only available from one source of supply and needs to be standardized for use at the City. While there are alternative products in the market, no other vendors offer this particular blend; and,

**WHEREAS,** the City has used this blend for roughly 15-20 years and utilizing a different blend would create a need to for an entirely new corrosion study with the state and the changeover would take 3-6 months to replace within the distribution system. This would significant budgetary overages, would cause regulatory issues with the state, and would cause issues with corrosion control (ie. Lead and copper); and,

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

**WHEREAS**, staff are requesting to continue to utilize Worx on Orthophosphate City-wide by asking that Council approve this sole source and standardization request; and,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Hendersonville, North Carolina that city staff is authorized to purchase Orthophosphate from Worx for FY25/26 within budgeted funds available.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2<sup>nd</sup> day of July, 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:	Logan Hickey	<b>MEETING DATE:</b>	7/2/2025
AGENDA SECTION:	Consent Agenda	<b>DEPARTMENT:</b>	Finance, WTP
TITLE OF ITEM:	Sole Source Purchase of Polydyne	e- Logan Hickey, Garr	ett Demoss

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

I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the continued Sole-Source Purchase of Polydyne for the City's Wastewater Treatment Facilities* 

#### **SUMMARY:**

The City of Hendersonville's Finance Department is submitting this request on behalf of the City's Wastewater Treatment Plant. The WWTP utilizes Polydyne to coagulate with the City's sludge profile. There is extensive jar testing involved to find the right product for our sludge profile. Due to the relatively low quantities needed, our WWTP has indicated that it is very challenging to find other sources to come to City facilities to jar test. It is vital for the City to continue use of the Plydyne from SNF Water Science for continuity/standardization and to prevent risks associated with a new formula. The product is sole source and trademarked. NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. The governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract. Staff are requesting to continue to utilize SNF Water Science for Polydyne by asking that Council approve this sole source and standardization request.

## **BUDGET IMPACT:** \$43,250.00

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

ATTACHMENTS: Resolution Sole Source Letter Quote

polydyneinc.com



Emailed to: Gdemoss@hvlnc.gov

June 19, 2025

Garrett Demoss City of Hendersonville Water and Sewer Dept. 80 Balfour Road Hendersonville, NC 28792

**RE: Sole Source Declaration** 

Dear Mr. Demoss

We trust this letter will serve your needs in defining Polydyne Inc. as the sole source manufacturer and supplier of the following product for the City of Hendersonville.

#### CLARIFLOC™ C-6265

Polydyne has lab/jar tested, field trialed and selected CLARIFLOC C-6265 specifically for the City of Hendersonville. The molecular structure, molecular weight, and particular raw material component are unique to Polydyne's CLARIFLOC<sup>™</sup> product line. CLARIFLOC<sup>™</sup> is Polydyne's trademark (Registration No. 1181722) and no other vendor is authorized to supply these products. This sole source declaration is valid for 5 years from the date of this letter.

Thank you for your business. If you have any questions, please feel free to contact Chris Luke, Technical Sales Representative, at (570) 550-4162, or our Bids and Contracts Department at (800) 848-7659 Opt. 2.

Best regards,

**Boyd Stanley** 

Senior Vice-President

Attachments

Section 5, Item I.

For assistance with TSDR, email teas@uspto.gov and include your serial number, the document you are looking for, and a screen messages you have received.

STATUS DOCUMENTS	MAINTENANCE		Back to Search	Print
Generated on:	This page was generated by TSDR on 2025-06-1	9 09:13:43 EDT		
Mark:	CLARIFLOC		CLA	RIFLOC
US Serial Number:	73251043	Application Filing Date: Feb	o <b>.</b> 21, 1980	
US Registration Number:	1181722	Registration Date: Dec	c <b>.</b> 15, 1981	
Register:	Principal			
Mark Type:	Trademark			
TM5 Common Status Descriptor:		LIVE/REGISTRATION/Issued and Ac	ctive	
		The trademark application has been	registered with the Office	2.
Status:	The registration has been renewed.			
Status Date:	Feb. 23, 2022			
Publication Date:	Sep. 22, 1981			
Mark Information				
Goods and Service	S			
Basis Information (	Case Level)			
Current Owner(s) Ir	nformation			Feedback
Attorney/Correspondence Information				
Prosecution History				
TM Staff and Location Information				
Assignment Abstra	Assignment Abstract Of Title Information - Click to Load			
Proceedings - Click to Load				

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## Polydyne Inc. General Information

Federal Identification No.

**State of Incorporation:** 

**Date of Incorporation:** 

Administrative Offices:

**Payment Address:** 

34-1810283

Delaware

August 21, 1995

P.O. Box 279, 1 Chemical Plant Road Riceboro, GA 31323

P.O. Box 404642 Atlanta, GA 30384-4642

#### Board of Directors John Pittman

#### Officers

President	John Pittman
Secretary	Christopher Gannon
VP-Finance, CFO, Treasurer & Assistant Secretary	Mark Schlag
Senior Vice President	Boyd Stanley
Vice President	Ken Luke

#### \*Authorized Signers-Non Officers

Dahha Wina	Controllor
Bobby Wise	Controller

Ownership Disclosure			
Corporation	Percent Ownership	Owner	
Polydyne Inc.	100	SNF Holding Company	
SNF Holding Company	100	SPCM SA	
SPCM SA	100	Mr. René PICH holds and/or controls 100% of the shares of SPCM SA, a company duly organized and existing under the laws of France, whose registered office is in ZAC de Milieux, Andrézieux, (42163), FRANCE, registered under the number 312 327 737 in the Commercial Registry of the town of Saint-Etienne (42000), FRANCE.	

Resolution #\_

## RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE AND STANDARDIZATION PURCHASE OF POLYDYNE FOR THE WATER TREATMENT PLANT

**WHEREAS**, the City of Hendersonville's Finance Department is submitting this request on behalf of the City's Wastewater Treatment Plant; and,

WHEREAS, the WWTP utilizes Polydyne to coagulate with the City's sludge profile; and,

**WHEREAS**, there is extensive jar testing involved to find the right product for our sludge profile. Due to the relative low quantities our WWTP has indicated that it is very challenging to find other sources to come to City facilities to jar test; and,

**WHEREAS,** it is vital for the City to continue use of the Polydyne from SNF Water Science for continuity/standardization and to prevent risks associated with a new formula; and,

WHEREAS, the product is sole source and trademarked; and,

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

**WHEREAS**, staff are requesting to continue to utilize SNF Water Science for Polydyne by asking that Council approve this sole source and standardization request; and,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Hendersonville, North Carolina that city staff is authorized to purchase Polydyne 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 2<sup>nd</sup> day of July, 2025.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



#### FW: Price Adjustment Notification

From Demoss, Garrett <gdemoss@hvlnc.gov>

Date Fri 6/20/2025 1:52 PM

- To Hickey, Logan <lhickey@hvlnc.gov>
- Cc Steurer, Adam <asteurer@hvlnc.gov>

1 attachment (324 KB)
 2025 Price Adjustment Letter\_Hendersonville.pdf;

Logan,

Based on the price adjustment each tote will be \$4,325.00 and we can assume that we will need 10 total. The P.O should be \$43,250.00 Thanks Garrett!

From: Christopher Luke <cluke@polydyneinc.com> Sent: Friday, June 6, 2025 10:17 AM To: Demoss, Garrett <gdemoss@hvlnc.gov> Cc: Miller, Kirk <kmiller@hvlnc.gov> Subject: Price Adjustment Notification

# **Be Advised:** This email originated from outside of the Hendersonville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Mr. Demoss,

We are writing to inform you of a necessary price adjustment that will take effect on July 1st. Due to current market conditions and operational factors detailed in the attached letter from our Vice President, Polydyne will be implementing a 5% price increase across our product line.

This adjustment will change your current pricing from \$1.65 to \$1.73 per pound. We understand that any price change requires planning on your part, and we wanted to provide you with advance notice to facilitate your budgeting process.

We have enclosed a comprehensive letter from our Vice President that outlines the specific circumstances that have necessitated this adjustment. We believe this transparency will help you understand the rationale behind this decision.

We value our partnership and remain committed to providing you with the highest quality products and service. Should you have any questions regarding this price adjustment or wish to discuss how we can continue to support your business needs, please do not hesitate to contact us.

Thank you for your continued business and understanding

Regards,

Section 5, Item I.

Chris Luke Technical Sales Rep.



Polydyne Inc. CP: 570-550-4162 <u>cluke@polydyneinc.com</u> <u>http://polydyne.snf.com/</u>

Customer Service: 800-848-7659



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Logan Hickey	<b>MEETING DATE:</b>	7/2/2025
AGENDA SECTION:	Consent Agenda	<b>DEPARTMENT:</b>	Finance, WTP
TITLE OF ITEM:	Sole Source Purchase of Sodium	Bicarbonate- Logan H	ickey, Ricky Levi

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

I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the continued Sole-Source Purchase of Sodium Bicarbonate for the City Water Treatment Plant.* 

#### **SUMMARY:**

The City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water Treatment Plant. The WTP utilizes Sodium Bicarbonate. Sodium Bicarbonate is required by the state for providing required alkalinity level. Sodium Bicarbonate is a proprietary blend called Alkalinity First and is only available from one source of supply in this area as they are the only authorized area distributor. This is a granular technical grade Sodium Bicarbonate, which ensures consistent levels of alkalinity that other products cannot offer. If we utilized other products with lesser alkalinity levels and lesser quality composition, this could clog our feed system and cause numerous maintenance issues. Thus, it is vital that we utilize this product as standardization is important. NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. The governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract. Staff are requesting to continue to utilize Univar on Sodium Bicarbonate City-wide by asking that Council approve this sole source and standardization request.

## **BUDGET IMPACT:** \$262,000.00

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

ATTACHMENTS: Resolution Sole Source Letter Usage and Cost Estimate Document



#### **FW: Informal Bids**

From Levi, Ricky <rlevi@hvlnc.gov>Date Fri 6/20/2025 1:32 PMTo Hickey, Logan hickey@hvlnc.gov>

From: Karl Isham <Karl.Isham@univarsolutions.com> Sent: Friday, May 16, 2025 11:59 AM To: Levi, Ricky <rlevi@hvlnc.gov> Subject: RE: Informal Bids

**Be Advised:** This email originated from outside of the Hendersonville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ricky,

I apologize for the delay here on Bicarb but we just heard back from supplier. The price on your Bicarb with remain the same until 7/31/2026.

We appreciate your business!

Thank you,

Karl Isham Sales Account Manager II – Water Treatment Univar Solutions

M: 704-807-9946 Karl.lsham@univarsolutions.com UnivarSolutions.com



After Hours: Call 1-833-864-8171 Energy.Oncall@univar.com

From: Karl Isham <<u>Karl.Isham@univarsolutions.com</u>> Sent: Tuesday, May 13, 2025 12:53 PM To: Levi, Ricky <<u>rlevi@hvlnc.gov</u>> Subject: Re: Informal Bids

Hi Ricky, I apologize about the delay on Bicarb - still waiting to hear. Hopefully hear today or tomorrow before you leave.

Karl Isham Sales Account Manager II Univar Solutions M:704-807-9946

From: Levi, Ricky <<u>rlevi@hvlnc.gov</u>> Sent: Tuesday, May 13, 2025 11:11:37 AM To: Karl Isham <<u>karl.isham@univarsolutions.com</u>> Subject: RE: Informal Bids

**CAUTION:** EXTERNAL EMAIL - Do not click links or open attachments unless you recognize the sender and know the content is safe.

Karl,

Have you heard anything yet? Trying to finish up this before I leave Thursday for vacation if possible.

Thanks, Ricky

From: Karl Isham <<u>karl.isham@univarsolutions.com</u>> Sent: Friday, May 9, 2025 3:19 PM To: Levi, Ricky <<u>rlevi@hvlnc.gov</u>> Subject: RE: Informal Bids

**Be Advised:** This email originated from outside of the Hendersonville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ok good deal. Let me see if I can get a price for you through 6/2026. I'll be in touch next week.

Hope you have a good weekend.

Karl Isham Sales Account Manager II – Water Treatment Univar Solutions

M: 704-807-9946 Karl.Isham@univarsolutions.com UnivarSolutions.com



After Hours: Call 1-833-864-8171 Energy.Oncall@univar.com **CAUTION:** EXTERNAL EMAIL - Do not click links or open attachments unless you recognize the sender and know the content is safe.

#### Karl,

My procurement guy is going to want either a price good through 6/30/26 or let the quote be open ended and try it that way. I will keep an eye out for the bicarb pricing so I can push this through before I head out of town on Thursday of next week for vacation until the 27<sup>th</sup>.

Thanks, Ricky

From: Karl Isham <<u>karl.isham@univarsolutions.com</u>> Sent: Friday, May 9, 2025 3:00 PM To: Levi, Ricky <<u>rlevi@hvlnc.gov</u>> Subject: RE: Informal Bids

**Be Advised:** This email originated from outside of the Hendersonville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Ricky,

We have you at \$492/ton through the end of 2025. Is it ok to touch base towards the end of this year with next years pricing on Fluoride ?

Being told we should have an answer on Bicarb by first of next week. Sorry for the delay.

#### **Karl Isham**

Sales Account Manager II – Water Treatment Univar Solutions

M: 704-807-9946 Karl.Isham@univarsolutions.com UnivarSolutions.com



After Hours: Call 1-833-864-8171 Energy.Oncall@univar.com

From: Levi, Ricky <<u>rlevi@hvlnc.gov</u>> Sent: Thursday, May 8, 2025 11:03 AM

To: Karl Isham <<u>karl.isham@univarsolutions.com</u>>; Kathy Current <<u>kathycurrent@candschemicals.com</u>>; Charlotte Allen <<u>callen@jcichem.com</u>>; Zac Fagan <<u>zac.fagan@zetawatersolutions.com</u>> Subject: Informal Bids

**CAUTION:** EXTERNAL EMAIL - Do not click links or open attachments unless you recognize the sender and know the content is safe.

We are currently taking bids for our Fluoride supply - Hydrofluorosilicic Acid (HFS) 23% – 25% for Drink Section 5, Item J. treatment and wondered if you would like to bid. We normally purchase about 2 tanker loads per year.

Thanks,

## **Ricky Levi**

Water Treatment Facility Manager/ORC City of Hendersonville <u>rlevi@hvlnc.gov</u> (828) 891-7779 (828) 233-2861 City of Hendersonville WTP 4139 Haywood Road Mills River NC 28759 www.hendersonvillenc.gov





June 09, 2025

Ricky Levi Water Treatment Facility Manager/ORC City of Hendersonville rlevi@hvlnc.gov City of Hendersonville WTP 4139 Haywood Road Mills River NC 28759

Dear Ricky Levi,

This letter serves to validate that we are single-sourced with Church & Dwight for the Sodium Bicarbonate Alkalinity 1<sup>st</sup> bulk. We sell this product under material code 16153378 to ensure that Church & Dwight material is the only manufacturer's product that is supplied to your municipality.

Please let me know if you have any additional questions regarding this material or your account.

Thank you!

Patricia DeMilt Sales Manager – Carolinas Univar Solutions USA LLC 2001 Continental Blvd Charlotte, NC 28273

Resolution #\_

## RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE AND STANDARDIZATION PURCHASE OF SODIUM BICARBONATE FOR THE WATER TREATMENT PLANT

**WHEREAS**, the City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water Treatment Plant; and,

WHEREAS, the City's WTP utilizes Sodium Bicarbonate; and,

**WHEREAS,** Sodium Bicarbonate is required by the state for providing required alkalinity level; and,

**WHEREAS,** Sodium Bicarbonate is a proprietary blend called Alkalinity First and is only available from one source of supply in this area as they are the only authorized area distributor; and,

**WHEREAS,** this is a granular technical grade Sodium Bicarbonate, which ensures consistent levels of alkalinity that other products cannot offer. If we utilized other products with lesser alkalinity levels and lesser quality composition, this could clog our feed system and cause numerous maintenance issues. Thus, it is vital that we utilize this product as standardization is important; and,

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

**WHEREAS**, staff are requesting to continue to utilize Univar on Sodium Bicarbonate City-wide by asking that Council approve this sole source and standardization request; and,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Hendersonville, North Carolina that city staff is authorized to purchase Sodium Bicarbonate from Univar for FY25/26 within budgeted funds available.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2<sup>nd</sup> day of July, 2025.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Section 5, Item J.

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

# **Bicarb Estimated Usage & Cost FY26**

Tanker/Load holds 48,000 lbs. Approx.

Daily usage for 2024 was 1485 lbs. per day. X 365 days = 542,025lbs./year

542,025 divided by 48,000lbs per load = <u>11.3 loads or orders</u>

Price is 0.41 per pound (Plus delivery charges normally 15 – 20%) (same price as previous year)

0.41 X 48,000 = \$19,680 plus shipping (\$3936.00 @ 20%) = \$23,616.00 est. per tanker.

11 Tankers X \$23,616.00 per load = \$259,776.00 for the year in cost estimated

Suggesting we put \$262,000.00 on PO to cover any additional costs

- Price has not increased and the only savings we could hope to see would be on shipping cost which I do not anticipate happening but is possible.
- I have based this estimate off previous year usage and do not anticipate much difference. Sometimes it depends on how inventory is an the budget year change as to how many orders may be required to actually be ordered. (if I am full in June or closer on needed a load it could impact how much I would actually order the following year) However I am not considering this in this estimate since that is something you can't really depend on.
- We do try to feed this product as lean as possible throughout the year however the state requires us to feed it and maintain an alkalinity level of between 20-25 minimum in our system to meet corrosion control requirements (Lead & Copper)



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Logan Hickey	MEETING DATE:	7/2/2025
AGENDA SECTION:	Consent Agenda	DEPARTMENT:	Finance, WTP
TITLE OF ITEM:	Waive Competition for Biosolic Logan Hickey, Adam Steurer, Ga	0 1	-

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

I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the Continued Use of Southern Logistics, Inc. for Biosolid Sludge Transport and Disposal Services* 

## **SUMMARY:**

The City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water and Sewer Department. The City of Hendersonville's Water and Sewer Department owns and operates one water treatment facility and one wastewater treatment facility that combined currently produces approximately 6,500 wet tons of unclassified treatment solids residuals annually, however quantities produced fluctuate based on a variety of operational factors. The City outsources the transport and disposal of these water and wastewater treatment solid residuals. For Fiscal Year 2025-2026, the City estimates a total expenditure of \$750,000.00 on these services.

North Carolina state law does not require competitive bidding for services such as this. Sections 5.F.1 and Sections 5.F.2 of the City's Purchasing Policy Manual require competitive solicitations for professional and non-professional services totaling \$50,000.00 or greater that do not pertain to N.C.G.S. § 143 64.31 and N.C.G.S. § 143 64.32. Per the policy, an exception to these requirements may be granted with the prior written approval of the City's Finance Director and City Manager. This letter serves as a justification for waiving competition for these services.

The City's Water and Sewer Department has elected to waive competition and to continue to utilize Southern Logistics, Inc. for these transport and disposal services. The City has identified the following reasons for the need to utilize Southern Logistics, Inc. for these services:

- Southern Logistics has successfully provided these services to the City for many years coordinating and managing multiple landfills and hauling companies. Based on historical volatility and the rejection of the material due to high water content, the valuable relationships maintained by Southern Logistics with the limited number of landfill owners in western North Carolina reduces City risk.
- The Wastewater Treatment Facility Thermal Dryer Project will produce a Class A Biosolid that can be beneficially reused in agriculture resulting in more outlets instead of landfilling for the material. The thermal dryer will also reduce the mass of material produced by approximately 82

percent. The dryer will be operational by fall 2026. Once operational, the need for these hauling and disposal services will be substantially diminished or eliminated.

- The proposed Thermal Dryer will be constructed within the existing covered drying shed, which substantially reduces storage capacity during construction. Changing vendors for a relatively short time until completion of the thermal dryer project has risks associated with the potential lack of continuity of services.
- The capital cost of the Biosolids Thermal Dryer is \$17.7 million, funded by a \$14.5 million state direct appropriation grant and \$3.2 million revenue bond. After implementation on the new dryer, the utility estimates operational saving of \$285,000 annually in the first year (including debt service costs).
- The utility plans to solicit a separate solids management contractor for water treatment facility residuals once the dryer is operational.

The signatures from the City's Utilities Director, Finance Director, and City Manager on the attached letter represent their formal written approval for this waiving of competition for these services in the current fiscal year. Since the total exceeds \$499,999.00 (the City Manager's dollar delegation), we are formally requesting Council's approval on this request.

### **BUDGET IMPACT:** \$750,000.00

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

**ATTACHMENTS:** Resolution Letter of Internal Approval

Resolution #\_

### RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE AND STANDARDIZATION PURCHASE OF POLYDYNE FOR THE WATER TREATMENT PLANT

**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 of Hendersonville's Water and Sewer Department owns and operates one water treatment facility and one wastewater treatment facility that combined currently produces approximately 6,500 wet tons of unclassified treatment solids residuals annually, however quantities produced fluctuate based on a variety of operational factors; and,

**WHEREAS**, the City outsources the transport and disposal of these water and wastewater treatment solid residuals; and,

**WHEREAS**, for Fiscal Year 2025-2026, the City estimates a total expenditure of \$750,000.00 on these services; and,

WHEREAS, North Carolina state law does not require competitive bidding for services such as this. Sections 5.F.1 and Sections 5.F.2 of the City's Purchasing Policy Manual require competitive solicitations for professional and non-professional services totaling \$50,000.00 or greater that do not pertain to N.C.G.S. § 143 64.31 and N.C.G.S. § 143 64.32. Per the policy, an exception to these requirements may be granted with the prior written approval of the City's Finance Director and City Manager. This letter serves as a justification for waiving competition for these services; and,

**WHEREAS,** the City's Water and Sewer Department has elected to waive competition and to continue to utilize Southern Logistics, Inc. for these transport and disposal services. The City has identified the following reasons for the need to utilize Southern Logistics, Inc. for these services:

- Southern Logistics has successfully provided these services to the City for many years coordinating and managing multiple landfills and hauling companies. Based on historical volatility and the rejection of the material due to high water content, the valuable relationships maintained by Southern Logistics with the limited number of landfill owners in western North Carolina reduces City risk.
- The Wastewater Treatment Facility Thermal Dryer Project will produce a Class A Biosolid that can be beneficially reused in agriculture resulting in more outlets instead of landfilling for the material. The thermal dryer will also reduce the mass of material produced by approximately 82 percent. The dryer will be operational by fall 2026. Once operational, the need for these hauling and disposal services will be substantially diminished or eliminated.
- The proposed Thermal Dryer will be constructed within the existing covered drying shed, which substantially reduces storage capacity during construction. Changing vendors for a relatively short time until completion of the thermal dryer project has risks associated with the potential lack of continuity of services.

- The capital cost of the Biosolids Thermal Dryer is \$17.7 million, funded by a \$14.5 million state direct appropriation grant and \$3.2 million revenue bond. After implementation on the new dryer, the utility estimates operational saving of \$285,000 annually in the first year (including debt service costs).
- The utility plans to solicit a separate solids management contractor for water treatment facility residuals once the dryer is operational; and,

**WHEREAS**, the signatures from the City's Utilities Director, Finance Director, and City Manager on the attached letter represent their formal written approval for this waiving of competition for these services in the current fiscal year. Since the total exceeds \$499,999.00 (the City Manager's dollar delegation), we are formally requesting Council's approval on this request; and,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Hendersonville, North Carolina that city staff is authorized to utilize Southern Logistics, Inc. for these services for FY25/26 within budgeted funds available.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2<sup>nd</sup> day of July, 2025.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

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



Section 5, Item K. JOHN F. CONNET City Manager ANGELA S. BEEKER City Attorney JILL MURRAY City Clerk

To Whom It May Concern:

The City of Hendersonville's Water and Sewer Department owns and operates one water treatment facility and one wastewater treatment facility that combined currently produces approximately 6,500 wet tons of unclassified treatment solids residuals annually, however quantities produced fluctuate based on a variety of operational factors. The City outsources the transport and disposal of these water and wastewater treatment solid residuals. For Fiscal Year 2025-2026, the City estimates a total expenditure of \$750,000.00 on these services.

North Carolina state law does not require competitive bidding for services such as this. Sections 5.F.1 and Sections 5.F.2 of the City's Purchasing Policy Manual require competitive solicitations for professional and non-professional services totaling \$50,000.00 or greater that do not pertain to N.C.G.S. § 143 64.31 and N.C.G.S. § 143 64.32. Per the policy, an exception to these requirements may be granted with the prior written approval of the City's Finance Director and City Manager. This letter serves as a justification for waiving competition for these services.

The City's Water and Sewer Department has elected to waive competition and to continue to utilize Southern Logistics, Inc. for these transport and disposal services. The City has identified the following reasons for the need to utilize Southern Logistics, Inc. for these services:

- Southern Logistics has successfully provided these services to the City for many years coordinating and managing multiple landfills and hauling companies. Based on historical volatility and the rejection of the material due to high water content, the valuable relationships maintained by Southern Logistics with the limited number of landfill owners in western North Carolina reduces City risk.
- The Wastewater Treatment Facility Thermal Dryer Project will produce a Class A Biosolid that can be beneficially reused in agriculture resulting in more outlets instead of landfilling for the material. The thermal dryer will also reduce the mass of material produced by approximately 82 percent. The dryer will be operational by fall 2026. Once operational, the need for these hauling and disposal services will be substantially diminished or eliminated.
- The proposed Thermal Dryer will be constructed within the existing covered drying shed, which substantially reduces storage capacity during construction. Changing vendors for a relatively short time until completion of the thermal dryer project has risks associated with the potential lack of continuity of services.
- The capital cost of the Biosolids Thermal Dryer is \$17.7 million, funded by a \$14.5 million state direct appropriation grant and \$3.2 million revenue bond. After implementation on the new dryer, the utility estimates operational saving of \$285,000 annually in the first year (including debt service costs).
- The utility plans to solicit a separate solids management contractor for water treatment facility residuals once the dryer is operational.

The signatures from both the City's Finance Director and City Manager below represent their formal written approval for this waiving of competition for these services in the current fiscal year.

alan a. Steer

Adam Steurer, Utilities Director 20/06/2025

Date

## Houghel Concell

Krystal Powell, Finance Director 20/06/2025

Date

HILD

John Connet, City Manager 20/06/2025

Date

#### Section 5, Item K.

## Sludge Transport and Disposal Letter FY26

Final Audit Report

2025-06-20

Created:	2025-06-20
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## "Sludge Transport and Disposal Letter FY26" History

- Document created by Logan Hickey (Ihickey@hvInc.gov) 2025-06-20 - 4:01:20 PM GMT
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## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

## **SUBMITTER:** Tyler Morrow

### **MEETING DATE:** July 2<sup>nd</sup>, 2025

AGENDA SECTION: CONSENT

**DEPARTMENT:** Community Development

**TITLE OF ITEM:**Annexation: Certificate of Sufficiency- 412 McMurray Road (Gergi Logistics<br/>LLC) (25-42-ANX) – Tyler Morrow, Current Planning Manager

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

I move City Council to accept the City Clerk's Certificate of Sufficiency for the petition submitted by Sergii Gergi, general manager of Gergi Logistics LLC and set August 7<sup>th</sup>, 2025, as the date for public hearing.

## SUMMARY: File # 25-42-ANX

The City of Hendersonville has received a petition from Sergii Gergi, general manager of Gergi Logistics LLC for satellite annexation of PIN 9588329376 located at 412 McMurray Road that is approximately 14.22 acres. Please refer to the attached maps for additional information.

Attached is the Clerk's Certificate of Sufficiency finding that the petition is valid. The next step in the annexation process is to accept the Clerk's certificate and set a date for the public hearing on the question of adoption of an ordinance of annexation.

PROJECT/PETITIONER NUMBER: PETITIONER NAME:	•	25-42-ANX Sergii Gergi, general manager of Gergi Logistics LLC
ATTACHMENTS:		<ol> <li>Certificate of Sufficiency</li> <li>Resolution setting public hearing</li> <li>Annexation Plat</li> <li>Typed legal description</li> <li>GIS map</li> <li>Deed</li> <li>Annexation Application</li> </ol>

### **CERTIFICATE OF SUFFICIENCY**

Re: Petition for Satellite Annexation Petitioner: Sergii Gergi, general manager of Gergi Logistics LLC File No. 25-42-ANX

To the Honorable Mayor and members of the City Council of Hendersonville, North Carolina: I, Jill Murray, City Clerk, being first duly sworn, hereby certify that:

- A petition has been received for satellite annexation of properties consisting of +/- 14.22 acres located at 412 McMurray Road in Flat Rock, NC, being tax parcel PIN 9588-32-9376, and being more particularly described on Exhibit A, attached hereto and incorporated by reference, hereinafter "Petition."
- 2. An investigation has been completed as required by N.C.G.S. § 160A-58.2 of the Petition for compliance with the requirements of N.C.G.S. § 160A-58.1.

Based upon this investigation, I find that

- 1. The Petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area.
- 2. The nearest point on the proposed satellite corporate limit is approximately 6,903' from the primary corporate limits of the City of Hendersonville, which is less than 3 miles.
- 3. The Petition includes the names and addresses and signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S.160A-58.1 (a).
- 4. No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville (Village of Flat Rock approximately 8,310' away).
- 5. The area is situated so the City will be able to provide the same services within the proposed corporate limits that is provided within the primary corporate limits.
- 6. The area proposed for annexation is not subject to subdivision regulation as described N.C.G.S. § 160D-802.
- 7. The total area within the proposed satellite corporate limits, when added to the area within all the other satellite corporate limits of the City, does not exceed ten (10%) of the area within the primary corporate limits of the City.
- 8. The area for annexation meets all other requirements defined in NC 160A-58.54 regarding the character of the area to be annexed.

Having made the findings stated above, I hereby certify the Petition appears to be valid.

In witness hereof, I have set my hand and the City Seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Jill Murray, City Clerk

## EXHIBIT A LEGAL DESCRIPTION

Being all of that real property consisting of PIN 9588-32-9376 described in the plat recorded in Book 2025- \_\_\_\_\_ [to be inserted at recording of the plat] of the Henderson County Registry, said PIN 9588-32-9376 being described by metes and bounds as follows:

Being a certain 14.22± acre tract of land situate in Blue Ridge Township of Henderson County, North Carolina as shown on Plat Book 2021, Page 13545 of the Henderson County Register of Deeds Office and being more particularly described by metes and bounds as follows:

Beginning at an existing 3/4" open top pipe in the margin the right of way of McMurray Road as shown in Plat Book 2021 Page 13545 of the Henderson County Register of Deeds Office; thence with the margin of said road N 04°19'51" E a distance of 127.60 feet to a unmarked point, herein after called: point, and said point standing S 84°55'09" E a distance of 9.11 feet from an existing 1/2" rebar; thence leaving the margin of said road and with the line of Troy and Frances Sherman as described in Deed Book 1475, Page 449 of said registry the following two courses and distances: (1) S 84°55'09" E a distance of 261.86 feet to an existing 1/2" rebar; thence (2) N 07°04'51" E a distance of 142.90 feet to an existing 1/2" rebar; thence with the margin of a private right of way as described in Deed Book 1474, Page 449 of said registry and continuing with the line of Troy and Frances Sherman S 83°36'46" W a distance of 271.33 feet to a point in the margin of said road; thence leaving the line of Troy and Frances Sherman and with the margin of said road and continuing with the line of the said private right of way N 06°06'05" E a distance of 29.31 feet to a point, and said point standing N 83°50'57" E a distance of 11.86 feet from an existing 1/2" rebar with cap; thence leaving the margin of said road and continuing with the line of the said private right of way and with the line of Owenby Trust as described in Deed Book 3285, Page 587 of said registry the following two courses and distances: (1) N 83°50'57" E a distance of 147.27 feet to an existing 3/4" open top pipe; thence (2) N 82°52'01" E a distance of 50.50 feet to an existing 3/4" open top pipe in concrete; thence leaving the said private right of way and continuing with the line of Owenby Trust the following two courses and distances: (1) N 08°36'24" E a distance of 84.34 feet to an existing 1/2" rebar, and said rebar standing S 02°15'47" W a distance of 33.33 feet from an existing 1/2" rebar in concrete with "Corn" cap; thence (2) N 83°17'47" W a distance of 196.57 feet to a point in the margin of said road, said point standing S 86°14'47" E a distance of 11.74 feet from an existing 1/2" rebar with cap; thence leaving the line of Owenby Trust and with the margin of said road N 05°57'31" E a distance of 201.00 feet to a new 1/2" rebar; thence leaving the margin of said road S 88°35'39" E a distance of 245.80 feet to an existing 1/2" rebar, said rebar standing S 09°09'22" E a distance of 119.33 feet from an existing 1/2" rebar with "2431" cap; thence S 88°32'52" E a distance of 1001.21 feet to a new 1/2" rebar; thence with the line now or formerly of Sarah H. Murray S 06°36'43" W a distance of 190.87 feet to a point, and said point standing N 48°22'59" W a distance of 686.06 feet from a found 6" axle; thence leaving the line of Sarah Murray and with the line of Billy and Catherine Hill as described in Deed Book 822, Page 275 of said registry and with the centerline of the creek the following five courses and distances: (1) S  $60^{\circ}11'06''$  W a distance of 38.67 feet to a point; thence (2) S  $33^{\circ}53'33''$  W a distance of 76.22 feet to a point; thence (3) S  $31^{\circ}02'29''$  W a distance of 103.25 feet to a point; thence (4) S  $19^{\circ}52'06''$  W a distance of 156.91 feet to a point; thence (5) S  $05^{\circ}14'30''$  W a distance of 53.00 feet to a point; thence leaving said creek and with the line of K-2 Properties LLC as described Deed Book 1285, Page 560 of said registry the following two courses and distances: (1) N  $89^{\circ}14'47''$  W a distance of 22.62 feet to an existing 5/8" rebar with BME cap, said rebar standing N  $38^{\circ}16'37''$  E a distance of 612.27 feet from an existing 5/8" rebar with BME cap; thence (2) N  $88^{\circ}59'20''$  W a distance of 1071.07' to the POINT AND PLACE OF BEGINNING, containing  $14.22\pm$  acres.

Resolution #\_\_-

## **RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-58.2**

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

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

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

**Section 1.** A public hearing on the question of annexation of the satellite area described herein will be held at City Hall located at160 6<sup>th</sup> Ave E. Hendersonville NC, 28792 at 5:45 p.m. August 7<sup>th</sup>, 2025, or as soon thereafter as it may be heard.

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

Being all of that real property consisting of PIN 9588-32-9376 described in the plat recorded in Book 2025- \_\_\_\_\_ [to be inserted at recording of the plat] of the Henderson County Registry, said PIN 9588-32-9376 being described by metes and bounds as follows:

Being a certain  $14.22\pm$  acre tract of land situate in Blue Ridge Township of Henderson County, North Carolina as shown on Plat Book 2021, Page 13545 of the Henderson County Register of Deeds Office and being more particularly described by metes and bounds as follows:

Beginning at an existing 3/4" open top pipe in the margin the right of way of McMurray Road as shown in Plat Book 2021 Page 13545 of the Henderson County Register of Deeds Office; thence with the margin of said road N 04°19'51" E a distance of 127.60 feet to a unmarked point, herein after called: point, and said point standing S 84°55'09" E a distance of 9.11 feet from an existing 1/2" rebar; thence leaving the margin of said road and with the line of Troy and Frances Sherman as described in Deed Book 1475, Page 449 of said registry the following two courses and distances: (1) S 84°55'09" E a distance of 261.86 feet to an existing 1/2" rebar; thence (2) N 07°04'51" E a distance of 142.90 feet to an existing 1/2" rebar; thence with the margin of a private right of way as described in Deed Book 1474, Page 449 of said registry and continuing with the line of Troy and Frances Sherman S 83°36'46" W a distance of 271.33 feet to a point in the margin of said road; thence leaving the line of Troy and Frances Sherman and with the margin of said road and continuing with the line of the said private right of way N 06°06'05" E a distance of 29.31 feet to a point, and said point standing N 83°50'57" E a distance of 11.86 feet from an existing 1/2" rebar with cap; thence leaving the margin of said road and continuing with the line of the said private right of way and with the line of Owenby Trust as described in Deed Book 3285, Page 587 of said registry the following two courses and distances: (1) N 83°50'57" E a distance of 147.27 feet to an existing 3/4" open top pipe; thence (2) N 82°52'01" E a distance of 50.50 feet to an existing 3/4" open top pipe in concrete; thence leaving the said private right of way and continuing with the line of Owenby Trust the following two courses and distances: (1) N 08°36'24" E a distance of 84.34 feet to an existing 1/2" rebar, and said rebar standing S 02°15'47" W a distance

of 33.33 feet from an existing 1/2" rebar in concrete with "Corn" cap; thence (2) N 83°17'47" W a distance of 196.57 feet to a point in the margin of said road, said point standing S 86°14'47" E a distance of 11.74 feet from an existing 1/2" rebar with cap; thence leaving the line of Owenby Trust and with the margin of said road N 05°57'31" E a distance of 201.00 feet to a new 1/2" rebar; thence leaving the margin of said road S 88°35'39" E a distance of 245.80 feet to an existing 1/2" rebar, said rebar standing S 09°09'22" E a distance of 119.33 feet from an existing 1/2" rebar with "2431" cap; thence S 88°32'52" E a distance of 1001.21 feet to a new 1/2" rebar; thence with the line now or formerly of Sarah H. Murray S 06°36'43" W a distance of 190.87 feet to a point, and said point standing N 48°22'59" W a distance of 686.06 feet from a found 6" axle; thence leaving the line of Sarah Murray and with the line of Billy and Catherine Hill as described in Deed Book 822, Page 275 of said registry and with the centerline of the creek the following five courses and distances: (1) S 60°11'06" W a distance of 38.67 feet to a point; thence (2) S 33°53'33" W a distance of 76.22 feet to a point; thence (3) S 31°02'29" W a distance of 103.25 feet to a point; thence (4) S 19°52'06" W a distance of 156.91 feet to a point; thence (5) S 05°14'30" W a distance of 53.00 feet to a point; thence leaving said creek and with the line of K-2 Properties LLC as described Deed Book 1285, Page 560 of said registry the following two courses and distances: (1) N 89°14'47" W a distance of 22.62 feet to an existing 5/8" rebar with BME cap, said rebar standing N 38°16'37" E a distance of 612.27 feet from an existing 5/8" rebar with BME cap; thence (2) N 88°59'20" W a distance of 1071.07' to the POINT AND PLACE OF BEGINNING, containing 14.22± acres.

Re: Petition for Satellite Annexation Petitioner: Sergii Gergi, general manager of Gergi Logistics LLC File No. 25-42-ANX

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this \_\_\_\_\_day of \_\_\_\_\_ 20\_\_\_\_\_.


Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

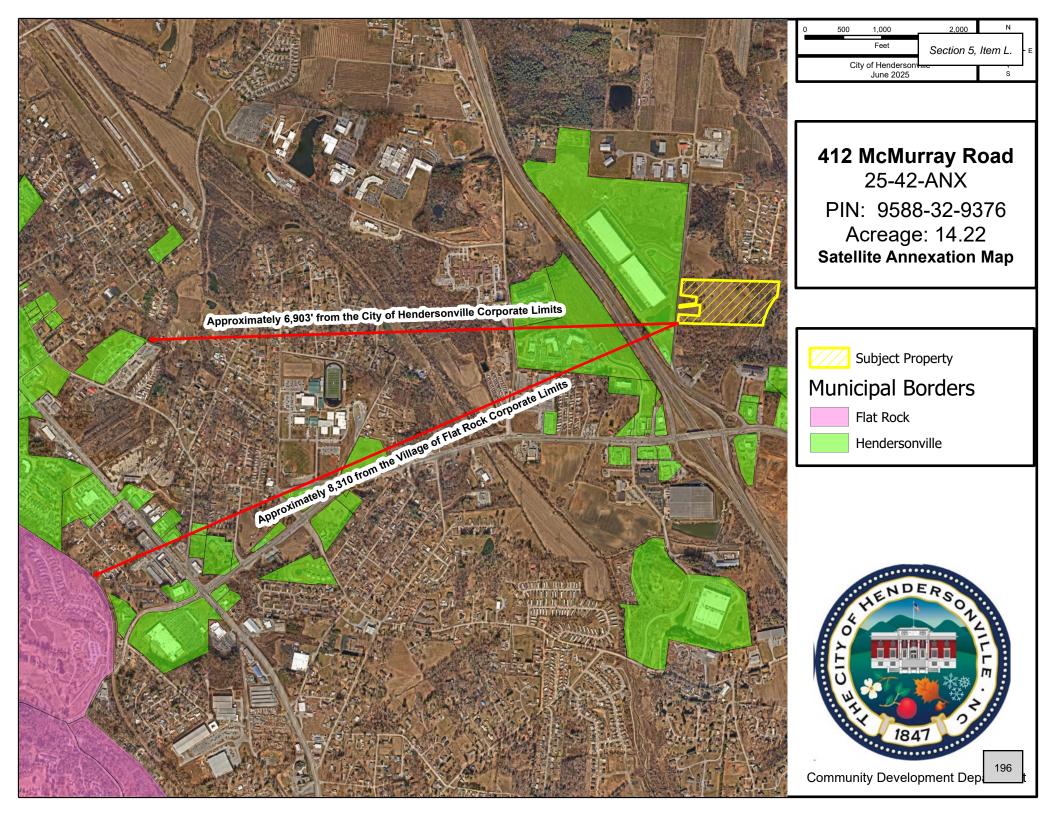
Angela S. Beeker, City Attorney



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feet to a point; thence (4) S 19°52'06" W a distance of 156.91 feet to a point; thence (5) S 05°14'30" W a distance of 53.00 feet to a point; thence leaving said creek and with the line of K-2 Properties LLC as described Deed Book 1285, Page 560 of said registry the following two courses and distances: (1) N 89°14'47" W a distance of 22.62 feet to an existing 5/8" rebar with BME cap, said rebar standing N 38°16'37" E a distance of 612.27 feet from an existing 5/8" rebar with BME cap; thence (2) N 88°59'20" W a distance of 1071.07' to the POINT AND PLACE OF BEGINNING, containing 14.22± acres.



BK 3805 PG 139 - 150 (12) DOC# 965386 This Document eRecorded: 10/18/2021 04:51:20 PM Fee: \$26.00 Henderson County, North Carolina William Lee King, Register of Deeds

# **GENERAL WARRANTY DEED**

Stamps = \$2,200.00

Prepared By: Timithy R. Cosgrove, Attorney at Law 100A Chadwick Square Court, Hendersonville, NC 28739 Return To: Phillip C. Price, Attorney at Law (2)-(90) 1200 Ridgefield Blvd, Suite 180, Asheville, NC 28806 STATE OF NORTH CAROLINA

# **COUNTY OF HENDERSON**

THIS DEED made this  $\frac{1}{100}$  day of October, in the year of our Lord, two thousand twenty one between:

Troy Lee Sherman, Individually and as Executor of the Estate of Grace Sherman a/k/a Texie Sherman and wife, Frances Wilma Sherman, Marilyn Sinard Sherman, (Widow) Sole Beneficiary of the Estate of Johnny Louis Sherman, Paul Allen Johnson, Executor of the Estate of Johnny Louis Sherman, Catherine Sherman McMinn, by and through her Power of Attorney Verlyn Owenby, Mary Verlyn Sherman (Widow) and David Sherman and wife, Savannah Leigh Connor

# of the County of Henderson and State of North Carolina, of the First Part,

## and

GERGI LOGISTICS, LLC a North Carolina Limited Liability Company,

by and through its Manager, Sergii Gergi

# S.C.

14 Moss Pink Place, Asheville, North Carolina 28806-8844

of the County of Buncombe and State of North Carolina, of the Second Part:

WHEREAS, the property described herein was previously conveyed to William Sherman and wife, Grace Sherman a/k/a Texie Sherman by Deed recorded in Deed Book 267 Page 145 Henderson County Registry; and

WHEREAS, William Sherman died in Henderson County, North Carolina on April 16, 1990 leaving

Grace Sherman as owner of said property; and

WHEREAS, Grace Sherman a/k/a Texie Sherman died testate in Henderson County, North Carolina on December 2, 2011; and

WHEREAS, Troy Lee Sherman qualified as Executor of the Estate of Grace Sherman with Letters Testamentary having been issued to him on January 5, 2012 in File No. 12-E-10 in the Office of the Clerk of Superior Court in and for Henderson County, North Carolina; and

WHEREAS, pursuant to the Last Will and Testament of Grace Sherman dated August 10, 2007, the real estate described herein was devised to her four children, Johnny L. Sherman, Troy Lee Sherman, Roy

Submitted electronically by "The Phillip C. Price Law Firm, PLLC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Henderson County Register of Deeds.

# BK 3805 PG 139 - 150 (12) DOC# 965386

Sherman and Catherine Sherman McMinn; and

WHEREAS, Johnny L. Sherman died testate in Henderson County, North Carolina on July 23, 2021, leaving his entire estate to his spouse, Marilyn Sinard Sherman; and

WHEREAS, the Last Will and Testament of Johnny L. Sherman is presently being probated through the Office of the Clerk of Superior Court for Henderson County, North Carolina In File No. 21-E-877 with Paul Allen Johnson having been appointed as Executor; and

WHEREAS, Roy Sherman also known as William Albert Sherman died testate on August 4, 2009 in Henderson County, North Carolina survived by his wife, Mary Verlyn Sherman and one son, David Sherman, presently of Henderson County, North Carolina; and

WHEREAS, pursuant to a Settlement Agreement filed in the Superior Court Division of the General Court of Justice in File No. 12-E-10, David Sherman succeeded to the share of Roy Sherman's interest in the property described herein pursuant to a Judgment Approving Settlement Agreement filed on March 30, 2015 in File No. 12-E-10 in the Office of the Clerk of Superior Court for Henderson County, North Carolina. Pursuant to that Settlement Agreement, the proceeds from the sale of the real property of the Estate will be paid to David Sherman; and

WHEREAS, Catherine Sherman McMinn's interest in said property shall be conveyed by her Power of Attorney, Verlyn Owenby according to a Power of Attorney recorded in Deed Book 3285 Page 479 Henderson County Registry.

# NOW, THEREFORE THIS CONEYANCE:

WITNESSETH, that the parties of the first part, for and in consideration of the sum of (\$10.00) TEN Dollars and

other valuable consideration in hand paid by the said parties the second part, the receipt whereof is hereby

acknowledged, have bargained and sold, conveyed and confirmed, and by these presents do bargain and sell,

convey and confirm, unto the said parties of the second part, their heirs and assigns forever, all the following

described pieces or parcels of land lying and being in the Township of Blue Ridge, County of Henderson and

State of North Carolina, and known and designated as follows, viz:

# <u>SEE ATTACHED EXHIBIT A And B</u>

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances

thereunto in any wise appertaining, unto the said parties of the second Part, their heirs and assigns

forever.

AND the said parties of the first part do covenant with the said parties of the second part, their

heirs and assigns, as follows: FIRST, that the said parties of the first part are the owners and lawfully

seized of said land and premises. SECOND, that they have good right and full power to convey the

same, THIRD, that the same are free from all encumbrances whatsoever. And, FOURTH, that the said

parties of the second part, their heirs, and assigns, shall quietly enjoy and possess the same, and that the

said parties of the first part, their heirs, executors and administrators, will forever warrant and defend

the title to the same against all lawful claims.

# BK 3805 PG 139 - 150 (12) DOC# 965386

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and

seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN

THE PRESENCE OF:

Marilyn Sinard Sherman

**David Sherman** 

<u>Lee Sherman</u> (Seal) Trey Lee Sherman, Individually and as Executor of the Estate of Grace Sherman a/k/a Texie Sherman

SEE ATTACHED (Seal) Paul Allen Johnson, Executor of the Estate of Johnny Louis Sherman

SEE ATTACHED



SEE ATTACHEL

SEE AT ÎACT -

(Seal)

Catherine Sherman McMinn, by and through her POA, Verlyn Owenby

Ja Seal Pr Uerli X Mary Verlyn Sherman

SEE ATTACHED (Seal) Savannah Leigh Connor

STATE OF NORTH CAROLINA COUNTY OF HENDERSON

I, Kimberly Jackson, a Notary Public in and for the above County and State, do hereby certify that Troy Lee Sherman, Individually and as Executor of the Estate of Grace Sherman and wife, Francis Wilma Sherman personally appeared before me this day and acknowledged the due execution by them of the foregoing Deed of Conveyance.

WITNESS my hand and notarial seal, this 340 day of October, 2021.

(Seal)

(Seal)

**Notary Public** 

. ann an an a star a

## BK 3805 PG 139 - 150 (12) DOC# 965386

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and

seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN

THE PRESENCE OF:

SEE ATTACHEC (Seal) Troy Lee Sherman, Individually and as Executor of the Estate of Grace Sherman a/k/a Texie Sherman

Paul allen Johnson (Seal) Paul Allen Johnson, Executor of the Estate of Johnny Louis Sherman

SEE ATTACHED (Seal)

Section 5, Item L.

Catherine Sherman McMinn, by and through her POA, Verlyn Owenby

SEE ATTACHED

(Seal)

Francis Wilma Sherman

Marilyn Sinard Sherman

SEE ATTACHED (Seal) -Mary Verlyn Sherman (Seal)

(Scal) David Sherman

## STATE OF NORTH CAROLINA **COUNTY OF HENDERSON**

I, Kimberly Jackson, a Notary Public in and for the above County and State, do hereby certify that Troy Lee Sherman, Individually and as Executor of the Estate of Grace Sherman and wife, Francis Wilma Sherman personally appeared before me this day and acknowledged the due execution by them of the foregoing Deed of Conveyance.

WITNESS my hand and notarial seal, this day of October, 2021.

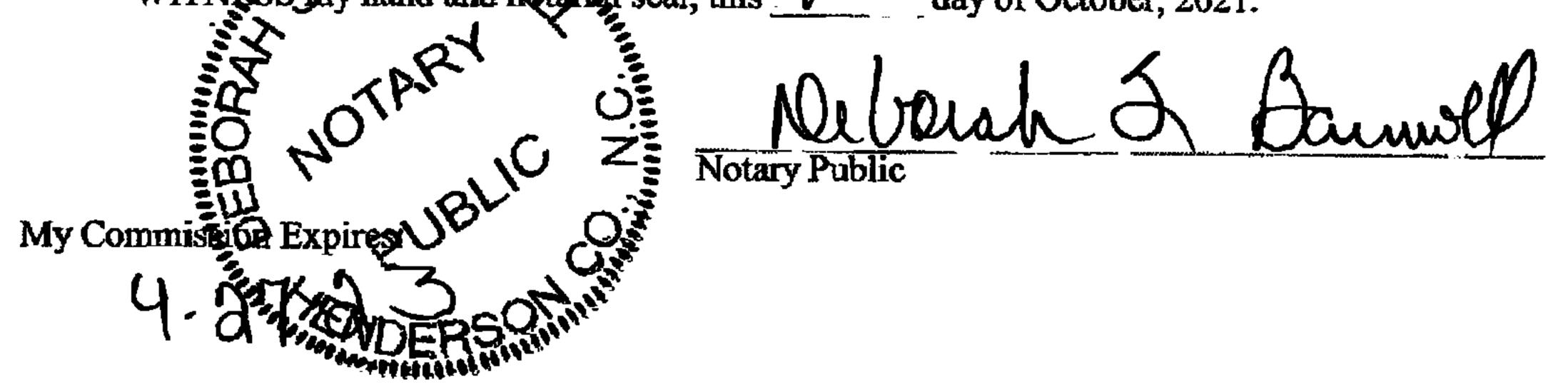
SEE ATTACHED

Notary Public

My Commission Expires: 12/11/22

## STATE OF NORTH CAROLINA **COUNTY OF HENDERSON**

I, D. borah 5. Burnel, a Notary Public in and for the above County and State, do hereby certify that Marilyn Sinard Sherman personally appeared before me this day and acknowledged the due execution by her of the foregoing Deed of Conveyance. BARN/////WITNESS may hand and notating seal, this \_\_\_\_\_\_ day of October, 2021.



## BK 3805 PG 139 - 150 (12) DOC# 965386

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and

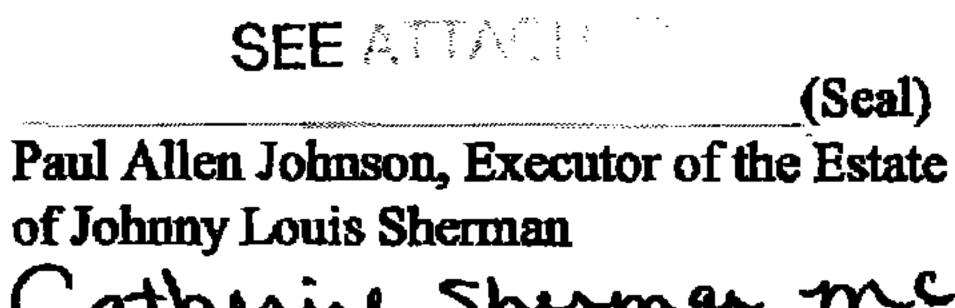
seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN

THE PRESENCE OF:

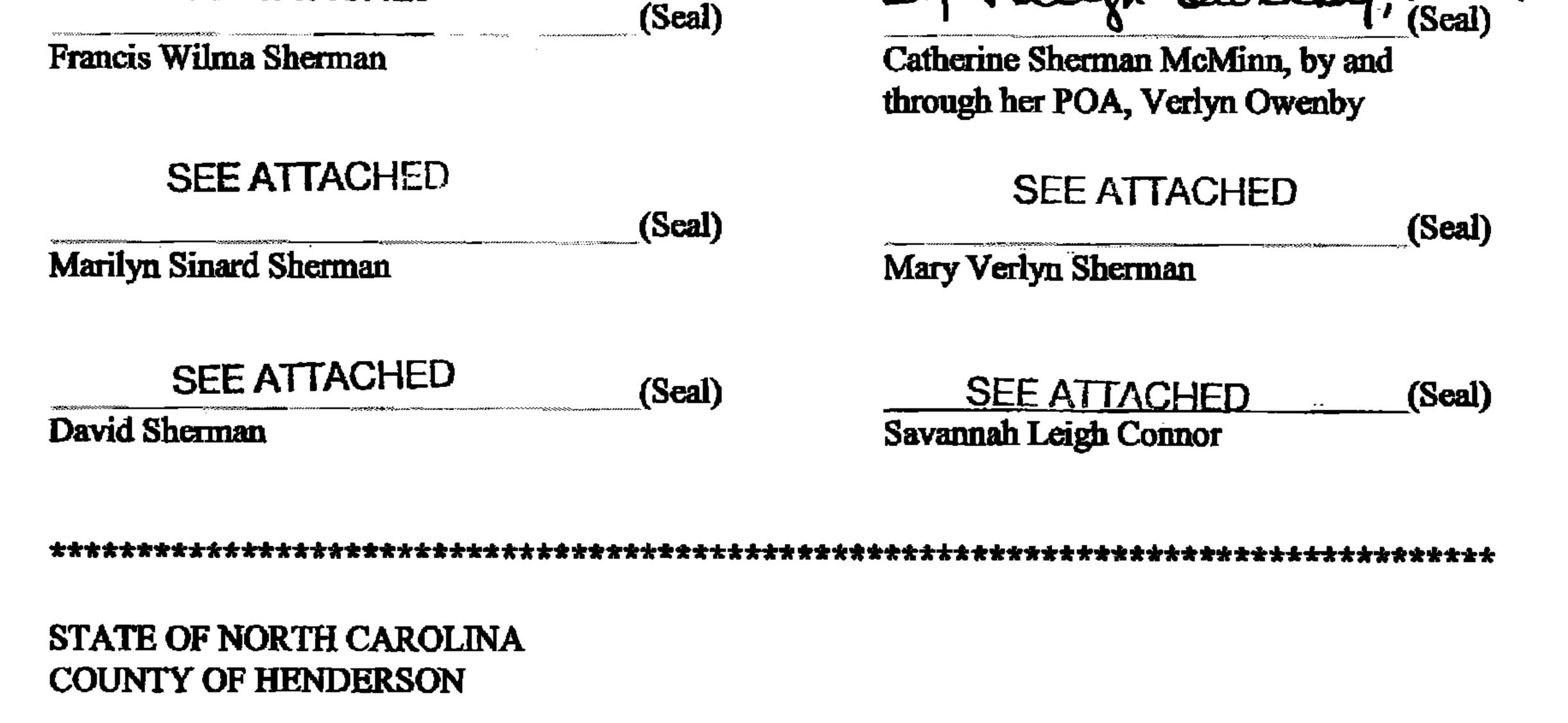
SEE ATTACHED (Seal) Troy Lee Sherman, Individually and as Executor of the Estate of Grace Sherman a/k/a Texie Sherman

SEE ATTACHED



Catherine Sherman mcmin by Valyn Qwenky, AIF

201



L Kimberly Jackson, a Notary Public in and for the above County and State, do hereby certify that Troy Lee Sherman, Individually and as Executor of the Estate of Grace Sherman and wife, Francis Wilma Sherman personally appeared before me this day and acknowledged the due execution by them of the foregoing Deed of Conveyance.

WITNESS my hand and notarial seal, this \_\_\_\_\_ day of October, 2021.

SEE ATTACHED

Notary Public

My Commission Expires: 12/11/22

\*

STATE OF NORTH CAROLINA **COUNTY OF HENDERSON** 

L\_\_\_\_\_, a Notary Public in and for the above County and State, do hereby certify that Marilyn Sinard Sherman personally appeared before me this day and acknowledged the due execution by her of the foregoing Deed of Conveyance.

**Notary Public** 

## WITNESS my hand and notarial seal, this \_\_\_\_\_ day of October, 2021.

SEE ATTACHED

My Commission Expires:

## BK 3805 PG 139 - 150 (12) DOC# 965386 STATE OF NORTH CAROLINA COUNTY OF HENDERSON

I, Loolah, Outwill, a Notary Public in and for the above County and State, do hereby certify that and outwill be to have a security of Johnny Louis Sherman personally appeared before this day that to knowledged the due execution by him of the foregoing Deed of Conveyance.

hand and notated seal, this day of October, 2021. **Notary Public** My Commission

## 

## STATE OF NORTH CAROLINA COUNTY OF HENDERSON

I, \_\_\_\_\_\_\_\_, a Notary Public, do hereby certify that Verlyn Owenby, Attorney In Fact for Catherine Sherman McMinn, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing Deed Conveyance for and on behalf of Catherine Sherman McMinn and that her authority to execute and acknowledge said instrument is contained in instruments duly executed, acknowledged and recorded in the Office of Register of Deeds for Henderson County, North Carolina in Deed Book 1361, Page 189 and that this instrument was executed under and by virtue of the authority given by said instrument granting her Power of Attorney; that the said, Verlyn Owenby acknowledged the due execution of the foregoing Deed Conveyance for the purposes therein and expressed for and on behalf of the said Catherine Sherman McMinn.

WITNESS my hand and notarial seal, this \_\_\_\_\_ day of October, 2021.

Notary Public

## My Commission Expires:

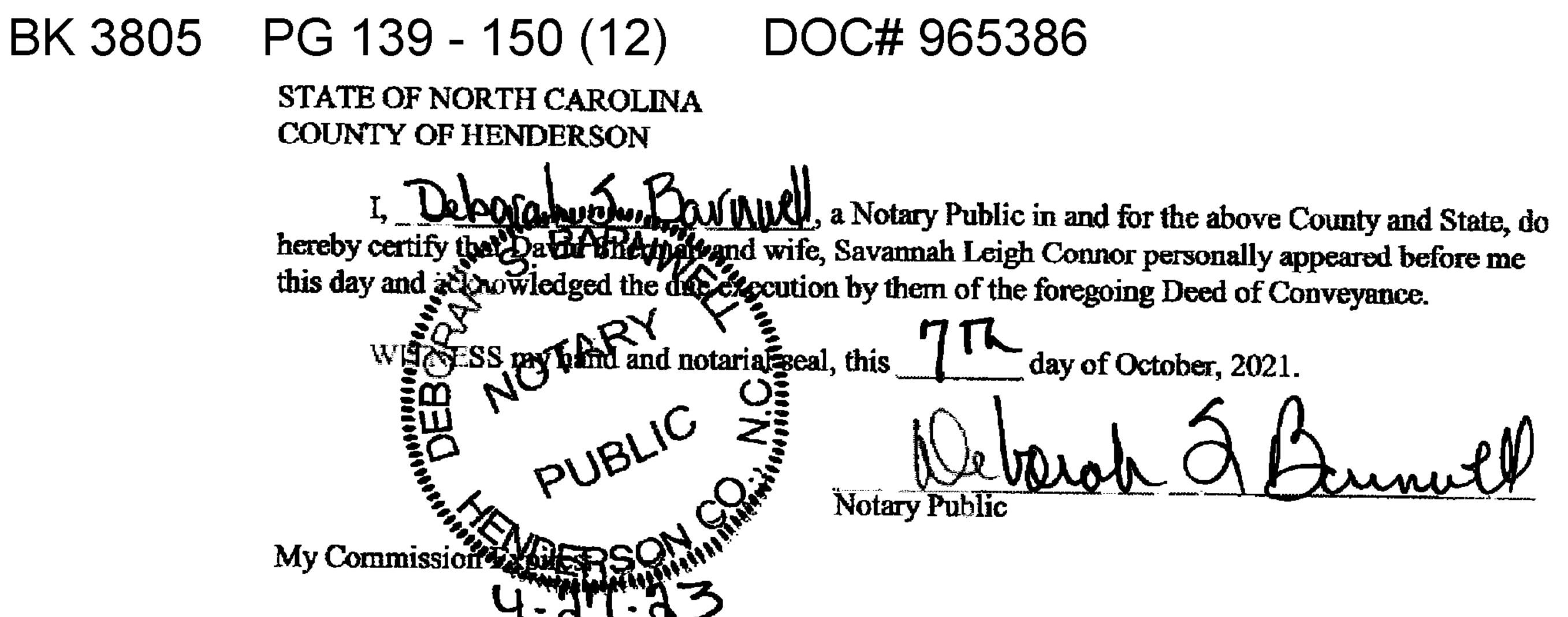
## STATE OF NORTH CAROLINA COUNTY OF HENDERSON

I, \_\_\_\_\_\_, a Notary Public in and for the above County and State, do hereby certify that Mary Verlyn Sherman personally appeared before me this day and acknowledged the due execution by her of the foregoing Deed of Conveyance.

WITNESS my hand and notarial seal, this \_\_\_\_\_ day of October, 2021.

SEE ATTACHED Notary Public

My Commission Expires:



203

# BK 3805 PG 139 - 150 (12) DOC# 965386 STATE OF NORTH CAROLINA **COUNTY OF HENDERSON**

, a Notary Public in and for the above County and State, do hereby certify that Paul Allen Johnson, Executor for the Estate of Johnny Louis Shennan personally appeared before me this day and acknowledged the due execution by him of the foregoing Deed of Conveyance.

WITNESS my hand and notarial seal, this day of October, 2021.

ATTACHED

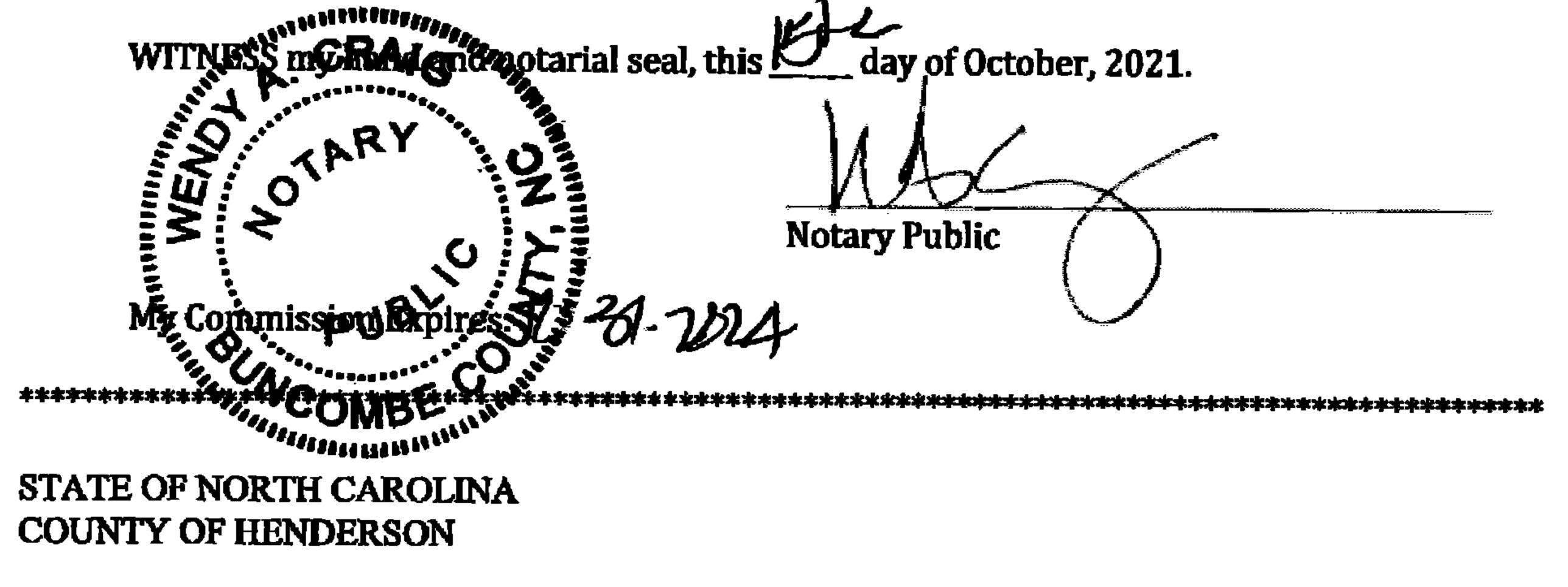
Section 5, Item L

## My Commission Expires:

Notary Public

# **STATE OF NORTH CAROLINA** COUNTY OF HENDERSON 12

Un non A Notary Public, do hereby certify that Verlyn Owenby, Attorney In Fact for Catherine Sherman McMinn, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing Deed Conveyance for and on behalf of Catherine Sherman McMing and that her authority to execute and acknowledge said instrument is contained in instruments fully executed, acknowledged and recorded in the Office of Register of Deeds for Henderson County, North Carolina in Deed Book 1361, Page 189 and that this instrument was executed under and by virtue of the authority given by said instrument granting her Power of Attorney; that the said, Verlyn Owenby acknowledged the due execution of the foregoing Deed Conveyance for the purposes therein and expressed for and on behalf of the said Catherine Sherman McMinn.



, a Notary Public in and for the above County and State, do hereby certify that Mary Verlyn Sherman personally appeared before me this day and acknowledged the due execution by her of the foregoing Deed of Conveyance.

**Notary Public** 



## SEE ATTACHED

My Commission Expires:

## BK 3805 PG 139 - 150 (12) DOC# 965386

## **STATE OF NORTH CAROLINA COUNTY OF HENDERSON**

\_\_\_\_\_ a Notary Public, do hereby certify that Verlyn Owenby, Attorney In Fact for Catherine Sherman McMinn, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing Deed Conveyance for and on behalf of Catherine Sherman McMinn and that her authority to execute and acknowledge said instrument is contained in instruments duly executed, acknowledged and recorded in the Office of Register of Deeds for Henderson County, North Carolina in Deed Book 1361, Page 189 and that this instrument was executed under and by virtue of the authority given by said instrument granting her Power of Attorney; that the said, Verlyn Owenby acknowledged the due execution of the foregoing Deed Conveyance for the purposes therein and expressed for and on behalf of the said Catherine Sherman McMinn.

WITNESS my hand and notarial seal, this \_\_\_\_\_ day of October, 2021.

SEEATTACHED

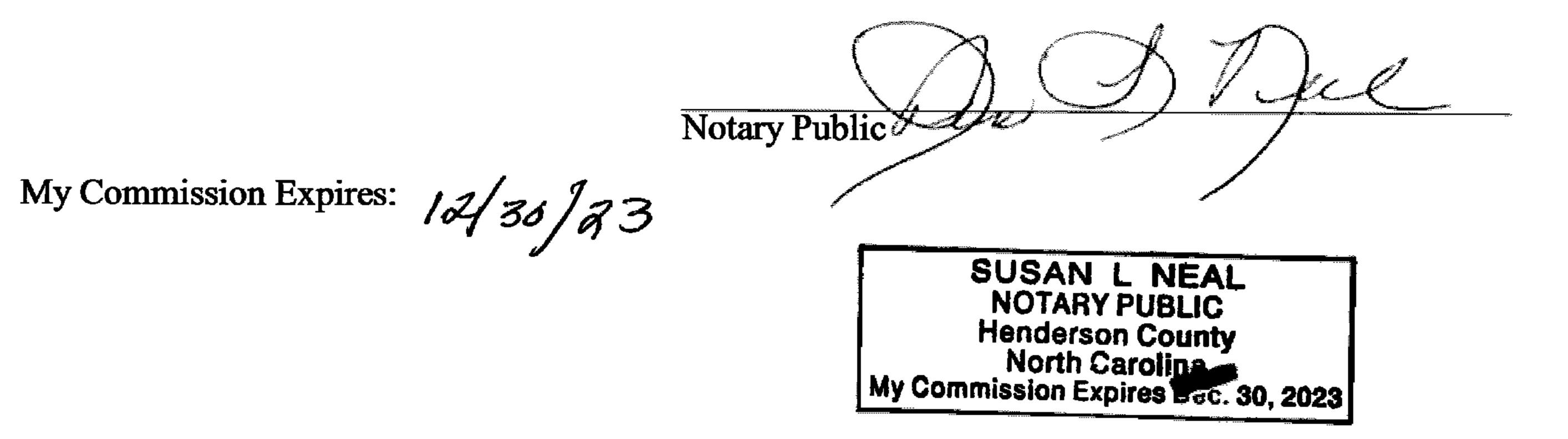
**Notary Public** 

My Commission Expires:

# **STATE OF NORTH CAROLINA COUNTY OF HENDERSON**

 $I_{i} \leq i \leq j_{i} \leq$ due execution by her of the foregoing Deed of Conveyance.

WITNESS my hand and notarial seal, this  $\mathscr{S} \not\cong$ day of October, 2021.



# BK 3805 PG 139 - 150 (12) DOC# 965386

# Exhibit "A" for Gergi Logistics, LLC

Being all that 14.22 acre tract as shown on a plat as recorded in **Plat Book** 2021, at Page/Slide 13545 of the Henderson County, NC Register's Office; reference to which Plat is hereby made for a more particular description of said Property.

The above-described property is conveyed together with and subject to those

applicable easements and rights of way as shown on the above referenced Plat.

The above-described property is conveyed subject to those easements contained in Book 1434, at Page 380, Book 1435, at Page 321 and Book 1474, at Page 449 all of the Henderson County, NC Register's Office.

With regard to the area designated on the above-referenced Plat as "private right-of-way per Deed Book 1474/449" the Grantee is hereby restricted from making use of said right-of-way by any heavy trucks, heavy construction equipment, heavy machinery or tractor trailers and that use thereof, if any by the Grantee shall include only pedestrian traffic, light automobile traffic and pick-up trucks. This restriction is for the protection of those properties described in Deed Book 3285, at Page 587 and Deed Book 1474, at Page 449 of the Henderson County, NC Register's Office.

And being a portion of that property described in that deed recorded in Book 267, at Page 145 of the Henderson County, NC Register's Office. See also Estate Files 12-E-10 and 21-E-877 of the Henderson County, NC Clerk's Office.

21-0901

206

# AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND AGENT'S AUTHORITY

EXHIBIT "B"

## DOC# 965386 BK 3805 PG 139 - 150 (12)

# (N.C.G.S 32C-3-302)

I, Verlyn Owenby (Name of Agent), do hereby state and affirm the following under penalty of perjury:

(1) Catherine J. McMinn (a/k/a Catherine Sherman McMinn) granted me authority as an agent or successor agent in a power of attorney dated October 18, 2018.

(2)The powers and authority granted to me in the Power of Attorney are currently exercisable by me.

(3) have no actual knowledge of any of the following:

(a) The Principal is deceased.

(b) The Power of Attorney or my authority as Agent under the Power of Attorney has been revoked or terminated, partially or otherwise.

(c) The Principal lacked the understanding and capacity to make and communicate decisions regarding his estate and person at the time the Power of Attorney was executed.

(d) The Power of Attorney was not properly executed and is not a legal, valid power of attorney.

(e)(Insert other relevant statements)

(4) I agree not to exercise any powers granted under the Power of Attorney if I become aware that the Principal is deceased, that the Power of Attorney has been revoked or terminated, or that my

## authority as Agent under the Power of Attorney has been revoked or terminated.

1-1-2018

## BK 3805 PG 139 - 150 (12) DOC# 965386

(4) I agree not to exercise any powers granted under the Power of Attorney if I become aware that the Principal is deceased, that the Power of Attorney has been revoked or terminated, or that my authority as Agent under the Power of Attorney has been revoked or terminated.

## SIGNATURE AND ACKNOWLEDGMENT

Agent's Signature

Agent's Name Printed: Verlyn Owenby

Agent's Address: 500 Gap Creek Road, Fletcher, NC 28732

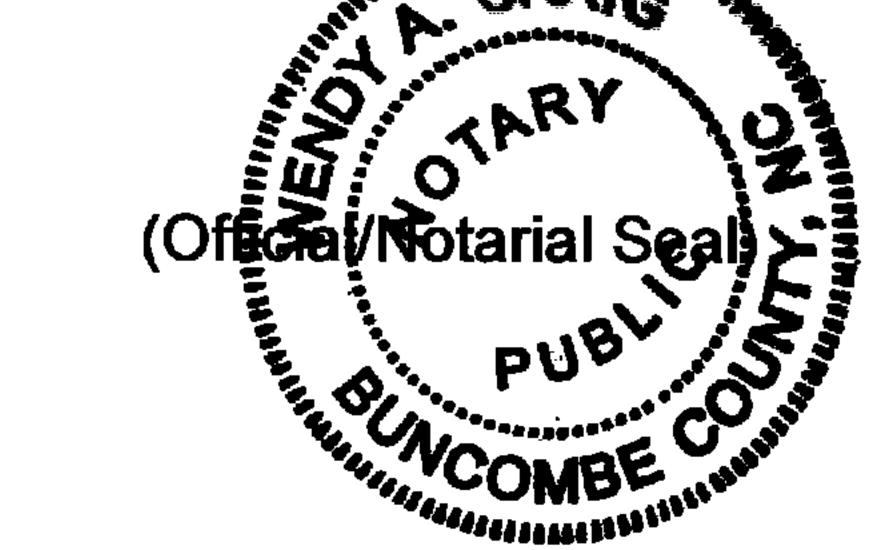
Agent's Telephone Number: 828-779-9570

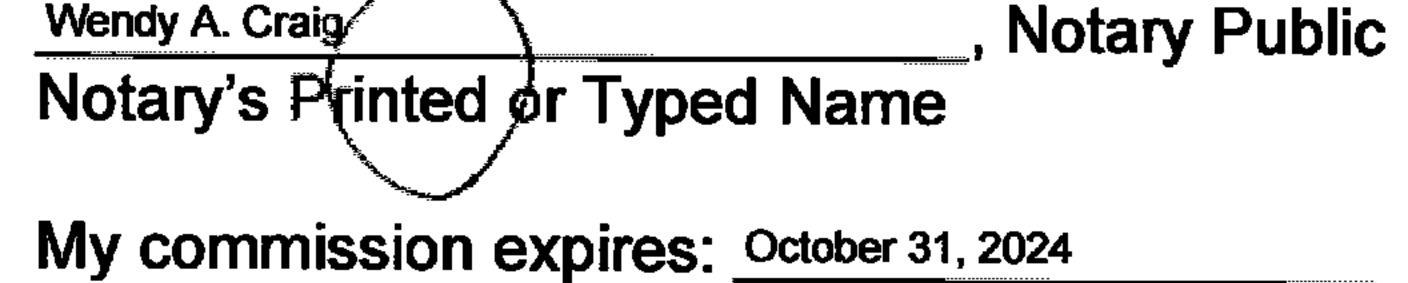
15 Date: October 12, 2021

State of North Carolina County of Buncombe

Sworn to or affirmed and subscribed before me this day by: Verlyn Owenby

Date: October 19 200 TRAIN





## 1-1-2018

## **Community Development Department-Planning Division**

160 6th Ave. E. Hendersonville NC 28792

For use by Principal Authority / Para uso de la Autoridad Principal
Cloudpermit application number / Número de solicitud de Cloudpermit US-NC30720-P-2025-106
PIN / Número de rollo 9588329376
Application submitted to / Solicitud presentada a Hendersonville, NC, North Carolina / Hendersonville, NC, Carolina del Norte

#### **Description of Subject Property**

Address / Dirección 412 MCMURRAY ROAD

Municipality / Municipio Hendersonville, NC, North Carolina / Hendersonville, NC, Carolina del Norte

PIN / Número de rollo 9588329376

### **Purpose of Application**

Application type / Tipo de solicitud Annexation — Satellite

Applicant, Property owner			
Last name / Apellido Gergi	First name / Nombre de pila Sergii		Corporation or partnership / Corporación o sociedad Gergi Logistics LLC
Street address / Dirección de la calle 14 Moss Pink Place	Unit number / Número de unidad		Lot / Con.
Municipality / Municipio Asheville	State / Provincia NC		ZIP code / Código postal 28806
Other phone / Otro teléfono		Mobile phone / Teléfono móvil +1 8287075682	
Fax		Email / Correo electrónico	

Applicant-Company Information			
Applicant Name:	Company Name:	Authorized Representative Title (if applicable)	

Property Owner-Company Information			
Property Owner Name:	Company Name:	Authorized Representat	Section 5, Item L.
		applicable)	

#### **Declaration and Signatures**

#### Applicant

I, Sergii Gergi (The Applicant), do hereby declare that the information contained in this application, the attached schedules and forms, the attached plans and specifications, and other attached documentation is true to the best of my knowledge. If a permit is granted, I agree to comply with Local Ordinances and the conditions of the permit. If the Applicant is a corporation or partnership, I have the authority to bind the corporation or partnership by signing off, I understand that it constitutes a legal signature confirming that I acknowledge and agree to the above declaration.

Signature of the applicant acknowledges that if the property is rezoned, the property involved in this request is bound to the use(s) authorized, the approved site plan and any conditions imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.

Digitally signed on 06/16/2025, 3:02:48 PM EDT by Tyler Morrow with an authorization letter from Sergii Gergi. / Firmado digitalmente el 16/6/25 15:02:48 EDT por Tyler Morrow con una carta de autorización de Sergii Gergi.

#### **Property owner**

I, Sergii Gergi (The Property owner), do hereby declare that the information contained in this application, the attached schedules and forms, the attached plans and specifications, and other attached documentation is true to the best of my knowledge. If a permit is granted, I agree to comply with Local Ordinances and the conditions of the permit. If the Property owner is a corporation or partnership, I have the authority to bind the corporation or partnership by signing off, I understand that it constitutes a legal signature confirming that I acknowledge and agree to the above declaration.

Property owner hereby grants permission to the City of Hendersonville personnel to enter the subject property for any purpose required in processing this application. If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

Signature of the property owner acknowledges that if the property is rezoned, the property involved in this request is bound to the use(s) authorized, the approved site plan and any conditions imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.

Digitally signed on 06/16/2025, 3:02:55 PM EDT by Tyler Morrow with an authorization letter from Sergii Gergi. / Firmado digitalmente el 16/6/25 15:02:55 EDT por Tyler Morrow con una carta de autorización de Sergii Gergi.

Property Information				
Property Address 412 McMurray Road	Parcel Identification Number (PIN) 9588329376	Does this property currently adjoin the present corporate City limits (not satellite limits)?	Is the property within the City's Extra Territorial Jurisdiction? Yes Y No	

#### Reason for Annexation:

We are seeking annexation so the property can receive full municipal services—including water, sewer, police, and fire—and be governed by the City of Hendersonville's zoning and development ordinances. Annexation will allow the site to be entitled and built in a manner consistent with the City's land-use plan, ensuring orderly growth that benefits both the project and the broader community.



## CITY OF HENDERSONVILLE DEVELOPMENT ASSISTANCE DEPARTMENT 100 N. King St. ~ Hendersonville, NC ~ 28792 Phone (828)697-3010 ~ Fax (828) 697-6185

www.hendersonvillenc.gov

## PETITION REQUESTING ANNEXATION

<ul> <li>The following are required to constitute a complete application for voluntary annexation:</li> <li>~This form including the property owner's signature</li> <li>~A copy of the deed indicating ownership of the property.</li> <li>~A survey plat (8 1/2 " by 11") of the property prepared by a registered surveyor licensed to practice in the state of North Carolina.</li> <li>~ A typed boundary description of the property, in digital format if possible.</li> </ul>
Date         05/28/2025           Location / Property Address         412 McMurrary Road
List 10 digit PIN or 7 digit PID number 9588329376
Does this property adjoin the present City Limits?
Is the property within the ETJ? YES NO
Reason for annexation We are seeking annexation so the property can receive full municipal service
Applicant Name CDP Acquisitions LLC
Address 880 Glenwood Ave SE Suite H Atlanta, GA 30316
Phone (770) 296-5280 Fax Email ClaytonC@catalystdp.co
Property Owner: Name Gergi Logistics LLC
Address 14 moss pink place Asheville, NC 28806
Signature
Printed Name Sergii Gergi, Manager
Official Use:
DATE RECEIVED: BY

LIMITED LIABILITY COM	PANY ANNUAL RI	EPORT	Section 5, Item L.	
NAME OF LIMITED LIABILITY COMPANY:	GERGI LOGISTIC	CS LLC		
SECRETARY OF STATE ID NUMBER: 1346. REPORT FOR THE CALENDAR YEAR: 202		OF FORMATION: NC	Filing Office Use Only E - Filed Annual Report 1346272 CA202509707804 4/7/2025 02:04	
SECTION A: REGISTERED AGENT'S INFORM	ATION		Changes	
1. NAME OF REGISTERED AGENT: Se	ergii Gergi			
2. SIGNATURE OF THE NEW REGISTER		NATURE CONSTITUTES CONSE		
3. REGISTERED AGENT OFFICE STREET	ADDRESS & COUNTY	4. REGISTERED AGENT	OFFICE MAILING ADDRESS	
14 Moss Pink Pl		14 Moss Pink Pl		
Asheville, NC 28806-8844 Buncombe Cou	unty	Asheville, NC 28806	-8844	
1. DESCRIPTION OF NATURE OF BUSIN	ESS: transportatio			
2. PRINCIPAL OFFICE PHONE NUMBER:	<u> </u>	3. PRINCIPAL OFFICE EMAIL: Privacy Redaction		
<b>4.</b> PRINCIPAL OFFICE STREET ADDRESS	6	5. PRINCIPAL OFFICE MAILING ADDRESS		
14 Moss Pink Pl		14 Moss Pink Pl		
Asheville, NC 28806-8844		Asheville, NC 28806	-8844	
6. Select one of the following if applic The company is a veteran-ov The company is a service-dis	vned small business			
SECTION C: COMPANY OFFICIALS (Enter add	ditional company officials	in Section E.)		
NAME: Sergii Gergi	NAME:		ME:	
TITLE: General Manager	TITLE:	TI	LE:	
ADDRESS:	ADDRESS:	AD	DRESS:	
14 Moss Pink Pl				
Asheville, NC 28806	PEROPT Section D. mu	at he completed in its optime	h hu a navaan (hu sin asa antiku	
SECTION D: CERTIFICATION OF ANNUAL	REPORT. Section D mu	·	ty by a person/business entity.	
Sergii Gergi		4/7/2025	DATE	
Form must be signed by a Company Official listed under	Section C of This form.	General Manager		
Sergii Gergi Print or Type Name of Com	pany Official		Type Title of Company Official	
This Annual Report has been file MAIL TO: Secretary of State, Business Re		Box 29525, Raleigh, NC 27626-052	5 212	



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

## SUBMITTER: Krystal Powell

### **MEETING DATE:** 7/2/2025

AGENDA SECTION: Consent

**DEPARTMENT:** Finance

**TITLE OF ITEM:** Adopt a Continuing Disclosure Policy – *Krystal Powell, Finance Director* 

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

I move that City Council adopt a Continuing Disclosure Policy to ensure compliance with federal securities regulations of SEC Rule 15c2-12.

### SUMMARY:

This agenda item seeks approval to adopt a formal Continuing Disclosure Policy for the City of Hendersonville. The purpose of this policy is to ensure compliance with federal securities regulations, of SEC Rule 15c2-12, and to promote transparency with investors. The policy outlines the City's obligations to provide annual financial and statistical disclosures and to report certain material events related to its outstanding debt obligations. It also establishes clear procedures for submitting timely disclosures to the Municipal Securities Rulemaking Board (MSRB) via the EMMA system.

A key component of the policy is the establishment of a materiality threshold of \$5,000,000. Financial obligations exceeding this threshold are considered material and must be disclosed. The threshold is intended to create a consistent standard for disclosure, ensuring that investors are informed of significant financial developments while avoiding the burden of reporting less consequential transactions.

## **BUDGET IMPACT:**

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

If no, describe how it will be funded.

### **ATTACHMENTS:**

Continuing Disclosure Policy

## City of Hendersonville, North Carolina

Post-Issuance Compliance Policies and Procedures for Complying with Continuing Disclosure Obligations (Rule 15c2-12)

Implemented as of July \_\_\_, 2025

### Part I. <u>Purpose</u>.

In connection with the issuance of securities in the public markets, the City of Hendersonville, North Carolina (the "*City*") has entered into agreements obligating the City to provide continuing disclosure on certain information related to the City. The continuing disclosure obligations are entered into by the City to allow the underwriter(s) of the securities offered to comply with Rule 15c2-12 (the "*Rule*") promulgated by the Securities and Exchange Commission (the "*SEC*"). Given the increasing complexity of the Rule and scrutiny with respect to compliance with the Rule that underwriters of future issuance of securities by or on behalf of the City will undertake and the City's desire to ensure adherence with the City's continuing disclosure obligations, the City hereby adopts the following policies and procedures (the "*Policies and Procedures*"). These Policies and Procedures are intended to serve as a guide for the City to facilitate compliance with its continuing disclosure obligations in accordance with the Rule.

### Part II. <u>Responsibility of City Officials</u>.

Except as otherwise described herein, the City's Finance Department (the "Department") has primary responsibility for ensuring that the City complies with its outstanding continuing disclosure obligations. The Department will consult with other departments within the City, as well as third-party professionals (e.g., the City's bond counsel and financial advisor), as necessary, to ensure compliance with these Policies and Procedures.

The City's Finance Director will review these Policies and Procedures no less frequently than on the issuance of any securities for which the City agrees to additional continuing disclosure obligations to ensure that the terms and conditions of these Policies and Procedures are up to date and that the City remains in compliance.

### Part III. <u>Securities Subject to Continuing Disclosure Obligations</u>.

The City has entered into continuing disclosure obligations for the securities listed on Exhibit A hereto. The City will update Exhibit A each time that securities are issued for which the City agrees to continuing disclosure and each time that securities are no longer outstanding and subject to continuing disclosure in accordance with the Rule.

### Part IV. <u>Continuing Disclosure Obligations</u>.

(A) As part of its continuing disclosure obligations, the City has agreed to provide the following information related to each of the securities listed on Exhibit A to the Municipal Securities Rulemaking Board (the "*MSRB*").

(1) by not later than seven months after the end of each Fiscal Year, the audited financial statements of the City for such Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the City for such Fiscal Year to be replaced subsequently by

audited financial statements of the City to be delivered within 15 days after such audited financial statements become available for distribution;

(2) by not later than seven months after the end of each Fiscal Year, the financial and statistical data as of a date not earlier than the end of such Fiscal Year for the type of information included under the captions in the Official Statement related to each of the securities subject to and specified in each agreement to undertake continuing disclosure;

(3) in a timely manner not in excess of 10 business days after the occurrence of the event, notice of any of the following events with respect to the securities subject to continuing disclosure:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;

(c) unscheduled draws on the debt service reserves reflecting financial difficulties;

(d) unscheduled draws on any credit enhancements reflecting financial difficulties;

(e) substitution of any credit or liquidity providers, or their failure to perform;

(f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the securities, or other material events affecting the tax status of the securities;

(g) modification of the rights of the security holders, if material;

(h) call of any of the securities, other than mandatory sinking fund redemptions, if material, and tender offers;

(i) defeasance of any of the securities;

(j) release, substitution or sale of any property securing repayment of the securities, if material;

- (k) rating changes;
- (l) bankruptcy, insolvency, receivership or similar event of the City;

(m) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material;

(n) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(o) incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material; and

(p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City, any of which reflect financial difficulties.

The term "financial obligation" as used in items (o) and (p) above means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule

(4) in a timely manner, notice of a failure of the City to provide required annual financial information described in (1) or (2) above on or before the date specified.

(B) The type of information to be provided under (A)(2) above is set forth in Exhibit B.

(C) All documents provided to the MSRB as described above are to be provided in an electronic format as prescribed by the MSRB (pdf, word-searchable) and accompanied by identifying information as prescribed by the MSRB.

(D) "Financial Obligations" will be identified by the Department, in consultation with bond counsel and the financial advisor, prior to being entered into by the City. Leases under GASB 87 and GASB 96 will only be a Financial Obligation for purposes of the Rule if they operate as a vehicle to borrow money, such as leases that were previously considered to be "capital leases" under former GASB principles. A Financial Obligation will be considered "material" for purposes of the Rule if it exceeds \$5,000,000. The Department will post the entire relevant documents related to the Financial Obligation (with acceptable redactions identified by the counterparty to the documents) in accordance with the Rule.

### Part V. <u>Continuing Disclosure Obligations Control.</u>

Notwithstanding anything in these Policies and Procedures, the terms of each continuing disclosure obligation made at the time the City issued or executed and delivered the related debt obligation controls. The Department will maintain records of each continuing disclosure agreement.

### Part VI. <u>Recordkeeping and Review of Policy</u>.

The City will maintain all records related to its compliance with its continuing disclosure obligations in such form and for such time period in accordance with the City's recordkeeping policies. In addition, the City will review this policy each calendar year in connection with the City's continuing disclosure filing of audited and annual financial data, including a review of Exhibits to ensure they are complete, and update as necessary.

### Part VII. <u>Continuing Education</u>.

The City will continue to consult regularly with its bond counsel and financial advisor regarding its continuing disclosure obligations and any changes to the Rule. The City will regularly update these Policies and Procedures to reflect any changes.

### EXHIBIT A

# Securities Subject to Continuing Disclosure Obligation

# I. General Obligation Bonds

N/A; none outstanding

### II. Revenue Bonds

N/A; none outstanding

# III. Special Obligation Bonds

N/A; none outstanding

## **IV.** Limited Obligation Bonds

Limited Obligation Bonds, Series 2021

## EXHIBIT B

# Annual Information to be Updated from Official Statements

<u>Security</u>	<u>Information</u>
Limited Obligation Bonds, Series 2021	<ul> <li>The financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included under the below captions in Appendix A (excluding in each case information on overlapping units):</li> <li>1) "THE CITY – Debt Information"</li> <li>2) "THE CITY – Tax Information" (including subheadings thereunder)</li> </ul>



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Adela Gutierrez-Ramirez, Civil	MEETING DATE: July 2, 2025	
	Engineer		

AGENDA SECTION: CONSENT DEPARTMENT: Engineering

**TITLE OF ITEM:** Utility Extension Agreement for the Mabry Woods Subdivision – Adela Gutierrez-Ramirez, Civil Engineer

**SUGGESTED MOTION(S):** I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with MPG Hendersonville, LLC, for the Mabry Woods Subdivision as presented and recommended by staff.

# **SUMMARY:**

The Mabry Woods Subdivision located off Brooklyn Avenue in Hendersonville proposes to extend the City's water and sewer systems to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water utility line extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

# **BUDGET IMPACT:** \$0

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

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

PROJECT NUMBER: 22117

**PETITION NUMBER:** N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

### **ATTACHMENTS:**

Utility Extension Agreement – Mabry Woods Subdivision

Map showing Mabry Woods Subdivision parcel

STATE OF NORTH CAROLINA COUNTY OF HENDERSON Prepared by and return to: Daniel Heyman, Staff Attorney, City of Hendersonville, in the City Box

### UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **MPG HENDERSONVILLE**, **LLC**, a South Carolina limited liability company, , herein referred to as "Developer,"

### WITNESSETH:

THAT WHEREAS, Developer is the owner of, and is desirous of developing and improving, a tract of land situated in Henderson County, State of North Carolina, described as follows:

Consisting of +/- 6.94 acres, and being all of that real property described that deed recorded in Deed Book \_\_\_\_\_\_at page \_\_\_\_\_\_, Henderson County registry, hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Mabry Woods (project number 22117); and

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

Being and consisting of: (1) Water Extension consisting of +/- 1,048 lineal feet of 6" water main (DIP/CL 350), together with all associated hydrants, valves, meters, and appurtenances, connecting to an existing water main at the intersection of Brooklyn Avenue and Old Spartanburg Highway, and (2) Sewer Extension consisting of +/- 1,254 lineal feet of 8" sewer main (SDR 35 PVC) and +/- 40 lineal feet of 8" sewer main (DIP/CL 350), together with all manholes and associated appurtenances, (1) and (2) being more particularly shown and described on those construction plans and specifications, dated March 27, 2025, prepared by Blue Ridge Engineering, PLLC, a Civil Engineering firm, said plans being incorporated herein

by reference, said Water Extension and Sewer Extension hereinafter collectively referred to as the "New Infrastructure". It is understood and agreed that the New Infrastructure may be modified or amended from and after the date of this Agreement as may be required to meet the standards of the City of Hendersonville. As used herein, "New Infrastructure" shall be deemed to include any and all of any such modifications and amendments; and

WHEREAS, the Developer has received or is in the process of receiving zoning approval from the designated governing body for such development and improvement on the Property; and

WHEREAS, the Property is not located within the City's municipal boundaries, but is located within the unincorporated area of Henderson County; and

WHEREAS, the City is not obligated to offer water or sanitary sewer service to property outside its corporate limits; and

WHEREAS, Developer desires to have the completed New Infrastructure connected to the City's municipal water system and/or sanitary sewer system and made an integral portion thereof; and

WHEREAS, the City will permit said system(s) to be connected to the municipal system(s) under the terms and conditions heretofore established and agreed upon between the parties and specifically in conformance with the requirements of the most recent extension policy, most recent water and sewer standard construction specifications and details, and the City's Code of Ordinances currently in force.

NOW, THEREFORE, in consideration of the mutual benefits which will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

- Developer shall, at Developer's own expense, employ a North Carolina registered and licensed professional engineer ("Engineer") to complete design and permitting of the proposed New Infrastructure in conformance with NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T(sanitary sewer), the City's water and sewer standard construction specifications and details, and the City water and/or sewer Master Plan(s).
- 2. Developer shall require the Engineer to submit plans, reports, technical specifications, fees, permit applications, and any other items as required and approvable by the City ("Required Documents"). The Engineer shall disclose all proposed changes in the approved construction plans to the City in writing. If proposed changes are deemed by the City to be "significant" in nature, the City may require the Engineer to resubmit plans for re-permitting. The determination of whether a change is deemed to be significant shall be in the sole and absolute discretion of the City, and the Developer agrees to be bound thereby. This will require written approval by the City prior to re-submitting to the permitting agency or before proceeding with changes, even if permitting agency re-submittal is not required. City approval of a utility extension is subject to expiration should construction not be completed after a period of two years from the date of approval. Once the Required Documents have been approved by the City, they shall be deemed to be incorporated herein by reference as an amendment to this Agreement to indicate the Developers construction obligations under this Agreement.
- 3. The City will perform construction inspection during installation of the New Infrastructure and upon project completion submit written certification that the project was completed in accordance with the approved plans

and specifications as required by NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule as of the date of this agreement. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified and accepted.

4. The Developer shall, at his or her own expense, furnish and transfer to the City all on-site and off-site easements, rights-of-way, and real property required for access to and perpetual maintenance and operation of the New Infrastructure and its appurtenances in accordance with the terms of this Agreement as provided herein below.

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

- 5. Developer shall convey to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.
- 6. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
- 7. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.
- 8. Developer shall be required to establish a discharge point for the flushing of the waterlines that are installed pursuant to this Agreement and that provided the City utilizes the method provided by the Developer, the City shall not be liable and Developer shall, to the fullest extent allowed by law, indemnify and hold the City harmless during the warranty period for any damages whatsoever as a result of the flushing of water lines.
- 9. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be

greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.

- 10. Developer shall submit the name, address and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information
- 11. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.
- 12. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.
- 13. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.
- 14. Upon completion of construction, the Developer shall cause the Engineer to arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's construction inspector to determine if the project is acceptable to the City. At this time, a draft as-built shall be submitted to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by the City. This report shall be transmitted to the responsible parties. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re-inspection of the system.
- 15. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by the City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.
- 16. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.
- 17. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Developer shall cause the Engineer to submit as-builts in formats acceptable to the City. The Engineer shall also submit any easements required for the New Infrastructure and any deeds necessary to convey ownership to the City. The

Developer shall be responsible for acquiring easements from any third parties owning property over which any portion of the New Infrastructure is constructed, said easements to be titled in the name of the City, using forms to be provided by the City.

- 18. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).
- 19. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form proper for recording in the appropriate public registry. The conveyance of real property shall be in the form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. With the execution hereof, Developer and City specifically agree that the New Infrastructure shall remain personal property, and shall not become a part of the real property, regardless of whether or not the New Infrastructure is permanently affixed to the real property comprising the Property.
- 20. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.
- 21. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.
- 22. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of final acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized

representative to attend, a warranty inspection with the City prior to the expiration of said warranty period. For purposes of this paragraph 22, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 24 hereinbelow. The obligations of this paragraph shall survive any termination or expiration of this Agreement.

- 23. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.
- 24. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers. For the avoidance of doubt, "final acceptance" as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.
- 25. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
- 26. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City shall be in form approved by the City's legal counsel. Such consent by the City and approval by the City's legal counsel shall be for the sole and exclusive benefit and reliance of the City, and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.
- 27. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules or regulations.
- 28. Developer is put on notice, and Developer agrees that, in the event that the meter boxes or cleanouts which are part of the New Infrastructure are installed, set, damaged, moved, or altered in any manner that requires the City to make repairs or adjustments to the meter boxes or cleanouts for their proper operation, or if the

City has to perform any work, including but not limited to grading or removal of obstructions, to provide access to the City, Developer shall reimburse the City's full cost and expense incurred.

- 29. This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.
- 30. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.
- 31. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

PLEASE BE ADVISED: The City shall not allow the activation of any water or sewer services until the City receives partial certification approval or final approval from the permitting agency and shall not allow the issuance of any certificates of occupancy until the City deems the project complete.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

[Signatures appear on the following page]

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Section 5, Item N.

### DEVELOPER: MPG HENDERSONVILLE, LLC

### THE CITY OF HENDERSONVILLE

ВҮ:	(SEAL)	BY:		(SE	AL)
(signature)			John F. Connet		
Printed name:					
Title:					
STATE OF	CC	OUNTY OF			
I,	, p (t ted and ack	ersonally app title) for MP knowledged t	beared before me t G Hendersonville, he foregoing instru	his day, and being duly sw LLC, a South Carolina lin ument on behalf of the E	vorn, nited
WITNESS my hand and official seal, this	i	day of		, 20	
My commission expires			-		
Notary Public Signature			(OFFICIAL SEAL)		
STATE OF NORTH CAROLINA, COUNT	Y OF <u>HEND</u>	ERSON			
I,, (printed of do hereby certify that John F. Connet, p Manager of the City of Hendersonville instrument on behalf of the City of Her instrument is the act and deed of the C	ersonally ap , North Caro ndersonville	opeared befor olina, and the pursuant to	re me and, being du at he executed and	lly sworn, stated that he is I acknowledged the foreg	s City going
WITNESS my hand and official seal, this		day of		, 20	
My commission expires			-		
Notary Public Signature			(OFFICIAL SEAL)		

Resolution # \_\_\_\_

### RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH MPG HENDERSONVILLE, LLC, FOR THE MABRY WOODS SUBDIVISION

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

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

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

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

**WHEREAS,** MPG Hendersonville, LLC, the "Developer" and "Owner", will enter into a Utility Extension Agreement with the City to provide water and sewer services to the Mabry Woods Subdivision.

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

- 1. The Utility Extension Agreement with MPG Hendersonville, LLC, the "Developer" and "Owner" to provide water service to the Mabry Woods Subdivision is approved, as presented.
- 2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
- 3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of July 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 UTILITY AVAILABILITY

**Brooklyn Avenue Homes** 

VIEW

OR

BE

Section 5, Item N.

OOK

UNWAY

232

750

500

Brooklyn Avenue Homes PINs: 9578437077, 9578530013, 9578439238 Blue Ridge Fire Department

OLD SPAN

125

250

Feet

BROOKLYNYAY

64



SUBSTATION

The City of Hendersonville makes every effort to confirm the accuracy of this information; however, it does not warrant or guarantee that any information provided is accurate or current.

Z:\GIS\Water Sewer Dept\WS GIS Projects\Water Sewer Availabily Maps



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Adela Gutierrez-Ramirez, Civil	MEETING DATE: July 2, 2025
	Engineer	

AGENDA SECTION: CONSENT DEPARTMENT: Engineering

**TITLE OF ITEM:** Utility Extension Agreement for the Cummings Cove Phase 8A Subdivision – *Adela Gutierrez-Ramirez, Civil Engineer* 

**SUGGESTED MOTION(S):** I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Vista at Cummings Cove, LLC, for the Cummings Cove Phase 8A Subdivision as presented and recommended by staff.

## SUMMARY:

The Cummings Cove Phase 8A Subdivision located off Cummings Cove Parkway in Henderson County proposes to extend the City's water system to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water utility line extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

# **BUDGET IMPACT:** \$0

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

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

**PROJECT NUMBER:** 24124

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

### **ATTACHMENTS:**

Utility Extension Agreement - Cummings Cove Phase 8A Subdivision

Map showing Cummings Cove Phase 8A Subdivision parcel

STATE OF NORTH CAROLINA COUNTY OF HENDERSON Prepared by and return to: Daniel Heyman, Staff Attorney, City of Hendersonville, in the City Box

### UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **VISTA AT CUMMINGS COVE**, LLC, a North Carolina limited liability company, herein referred to as "Developer,"

### WITNESSETH:

THAT WHEREAS, Developer is the owner of, and is desirous of developing and improving, a tract of land situated in Henderson County, State of North Carolina, described as follows:

Consisting of +/- 52.30 acres, and being all of that real property described in that deed recorded in Deed Book <u>4237</u> at page <u>456</u>, Henderson County registry, having PIN 9548-09-5427, and being shown on that Plat recorded in Plat Book 2024 at page 15968, hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Cummings Cove Phase 8A (project number 24124); and

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

Being and consisting of: Water Extension consisting of +/- 430 lineal feet of 8" water main (DIP/CL 350) and +/- 850 lineal feet of 6" water main (DIP/CL 350), together with all associated hydrants, valves, meters, and appurtenances, connecting to an existing water main in the margin of Cummings Crest Drive near the intersection of Tomahawk Trail, said Water Extension being more particularly shown and described on those construction plans and specifications, dated May 9, 2025, prepared by CDG Engineers, Inc., a Civil Engineering firm, said plans being incorporated herein by reference, said Water Extension and Sewer Extension hereinafter collectively referred to as the "New Infrastructure". It is understood and

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agreed that the New Infrastructure may be modified or amended from and after the date of this Agreement as may be required to meet the standards of the City of Hendersonville. As used herein, "New Infrastructure" shall be deemed to include any and all of any such modifications and amendments.; and

WHEREAS, the Developer has received or is in the process of receiving zoning approval from the designated governing body for such development and improvement on the Property; and

WHEREAS, the Property is not located within the City's municipal boundaries, but is located within the unincorporated area of Henderson County; and

WHEREAS, the City is not obligated to offer water or sanitary sewer service to property outside its corporate limits; and

WHEREAS, Developer desires to have the completed New Infrastructure connected to the City's municipal water system and/or sanitary sewer system and made an integral portion thereof; and

WHEREAS, the City will permit said system(s) to be connected to the municipal system(s) under the terms and conditions heretofore established and agreed upon between the parties and specifically in conformance with the requirements of the most recent extension policy, most recent water and sewer standard construction specifications and details, and the City's Code of Ordinances currently in force.

NOW, THEREFORE, in consideration of the mutual benefits which will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

- Developer shall, at Developer's own expense, employ a North Carolina registered and licensed professional engineer ("Engineer") to complete design and permitting of the proposed New Infrastructure in conformance with NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T(sanitary sewer), the City's water and sewer standard construction specifications and details, and the City water and/or sewer Master Plan(s).
- 2. Developer shall require the Engineer to submit plans, reports, technical specifications, fees, permit applications, and any other items as required and approvable by the City ("Required Documents"). The Engineer shall disclose all proposed changes in the approved construction plans to the City in writing. If proposed changes are deemed by the City to be "significant" in nature, the City may require the Engineer to resubmit plans for re-permitting. The determination of whether a change is deemed to be significant shall be in the sole and absolute discretion of the City, and the Developer agrees to be bound thereby. This will require written approval by the City prior to re-submitting to the permitting agency or before proceeding with changes, even if permitting agency re-submittal is not required. City approval of a utility extension is subject to expiration should construction not be completed after a period of two years from the date of approval. Once the Required Documents have been approved by the City, they shall be deemed to be incorporated herein by reference as an amendment to this Agreement to indicate the Developers construction obligations under this Agreement.
- 3. The City will perform construction inspection during installation of the New Infrastructure and upon project completion submit written certification that the project was completed in accordance with the approved plans and specifications as required by NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule

as of the date of this agreement. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified and accepted.

4. The Developer shall, at his or her own expense, furnish and transfer to the City all on-site and off-site easements, rights-of-way, and real property required for access to and perpetual maintenance and operation of the New Infrastructure and its appurtenances in accordance with the terms of this Agreement as provided herein below.

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

- 5. Developer shall convey to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.
- 6. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
- 7. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.
- 8. Developer shall be required to establish a discharge point for the flushing of the waterlines that are installed pursuant to this Agreement and that provided the City utilizes the method provided by the Developer, the City shall not be liable and Developer shall, to the fullest extent allowed by law, indemnify and hold the City harmless during the warranty period for any damages whatsoever as a result of the flushing of water lines.
- 9. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.

- 10. Developer shall submit the name, address and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information.
- 11. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.
- 12. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.
- 13. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.
- 14. Upon completion of construction, the Developer shall cause the Engineer to arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's construction inspector to determine if the project is acceptable to the City. At this time, a draft as-built shall be submitted to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by the City. This report shall be transmitted to the responsible parties. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re-inspection of the system.
- 15. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by the City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.
- 16. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.
- 17. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Developer shall cause the Engineer to submit as-builts in formats acceptable to the City. The Engineer shall also submit any easements required for the New Infrastructure and any deeds necessary to convey ownership to the City. The Developer shall be responsible for acquiring easements from any third parties owning property over which

any portion of the New Infrastructure is constructed, said easements to be titled in the name of the City, using forms to be provided by the City.

- 18. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).
- 19. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. With the execution hereof, Developer and City specifically agree that the New Infrastructure shall remain personal property, and shall not become a part of the real property, regardless of whether or not the New Infrastructure is permanently affixed to the real property comprising the Property.
- 20. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.
- 21. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.
- 22. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of final acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period.

For purposes of this paragraph 22, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 24 hereinbelow. The obligations of this paragraph shall survive any termination or expiration of this Agreement.

- 23. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.
- 24. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers. For the avoidance of doubt, "final acceptance" as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.
- 25. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
- 26. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City's legal counsel. Such consent by the City and approval by the City's legal counsel shall be for the sole and exclusive benefit and reliance of the City, and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.
- 27. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules or regulations.
- 28. Developer is put on notice, and Developer agrees that, in the event that the meter boxes or cleanouts which are part of the New Infrastructure are installed, set, damaged, moved, or altered in any manner that requires the City to make repairs or adjustments to the meter boxes or cleanouts for their proper operation, or if the

City has to perform any work, including but not limited to grading or removal of obstructions, to provide access to the City, Developer shall reimburse the City's full cost and expense incurred.

- 29. This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.
- 30. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.
- 31. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

PLEASE BE ADVISED: The City shall not allow the activation of any water or sewer services until the City receives partial certification approval or final approval from the permitting agency and shall not allow the issuance of any certificates of occupancy until the City deems the project complete.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

[Signatures appear on the following page]

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#### Section 5, Item O.

### DEVELOPER: VISTA AT CUMMINGS COVE, LLC

### THE CITY OF HENDERSONVILLE

BY:	(SEAL)	BY:	(SEAL)
Eduardo Nunez, Mana	aging Member	John F	Connet, City Manager
	CO	UNTY OF	
l,	, (printed r	name of notary) a Nota	ary Public of said County and State, do
hereby certify that Eduard	l <mark>o Nunez</mark> , personally app	eared before me this	day, and being duly sworn, stated that
			n Carolina limited liability company, and <sup>F</sup> of the Entity pursuant to due authority
and that the instrument is		-	of the Entity pursuant to due authority
WITNESS my hand and offi	cial seal, this	day of	, 20
My commission expires			
Notary Public Signature		(OFFICIAI	L SEAL)
STATE OF <u>NORTH CAROLIN</u>	A, COUNTY OF <u>HENDE</u>	RSON	
hereby certify that John F. Manager of the City of He	Connet, personally appendent of the connet, personally appendent of the content o	eared before me and, loop before me and, loop before and that he exected before a second seco	for the State and County aforesaid, do being duly sworn, stated that he is City cuted and acknowledged the foregoing
instrument on behalf of th instrument is the act and c	•	•	he City Council of said City and that the
WITNESS my hand and offi	cial seal, this	day of	, 20
My commission expires			

Notary Public Signature

(OFFICIAL SEAL)

Resolution # \_\_\_\_

### RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH VISTA AT CUMMINGS COVE, LLC FOR THE CUMMINGS COVE PH 8A

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

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

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

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

**WHEREAS,** Vista at Cummings Cove, LLC, the "Developer" and "Owner", will enter into a Utility Extension Agreement with the City to provide water service to the Cummings Cove PH 8A.

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

- 1. The Utility Extension Agreement with Vista at Cummings Cove, LLC, the "Developer" and "Owner" to provide water service to the Cummings Cove Ph 8A is approved, as presented.
- 2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
- 3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of July 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 UTILITY AVAILABILITY

**Cummings Cove Subdivision** 

CUMMINGS BATTLE TRAIL

Section 5, Item O.

PINEHILLO

Cumming

3"DIP

MOUNTAIN ELDER LANE

6"DIP

8"DIP

8"DIP

6"DIF

2"PVC MOUNTAIN MORNING

SANCTUARY TR A

Cummings Cove Subdivision PIN: 9549-00-5338 Etowah - Horse Shoe Fire District

CUMMINGS RIDGE TRAIL

TOMAHAWK TRAIL

Project Area **Sewer Layers** Gravity Main Public Gravity Main Public Force Main Proposed Gravity Main Abandoned Water Layers 🔶 City Fire Hydrant Water Main City Water Main Raw Water Main Private Fire Line Proposed Water Main Abandoned Water Main **Road Layers** State Maintained Road Non-State Maintained Road

MOUNTAIN SUNSET TRAIL

DECEMBER 2024

6"DIP

The City of Hendersonville makes every effort to confirm the accuracy of this information; however, it does not warrant or guarantee that any information provided is accurate or current.

ZXCOH\_ArcPro\_Projects\Water\_Sewer\_Availability\_Maps\Availability\_Template\_2020

250

500

Feet



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Adela Gutierrez-Ramirez, Civil	MEETING DATE: July 2, 2025	
	Engineer		

AGENDA SECTION: CONSENT DEPARTMENT: Engineering

**TITLE OF ITEM:** Utility Extension Agreement for the Simple Life - The Farm Development – *Adela Gutierrez-Ramirez, Civil Engineer* 

**SUGGESTED MOTION(S):** I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with The Village at Flat Rock Owner, LLC, for the Simple Life - The Farm Development as presented and recommended by staff.

## **SUMMARY:**

The Simple Life - The Farm Development located off South Orchard Road in Henderson County proposes to extend the City's water system to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water utility line extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

# **BUDGET IMPACT:** \$0

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

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

PROJECT NUMBER: 24118

**PETITION NUMBER:** N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

# **ATTACHMENTS:**

Utility Extension Agreement - Simple Life - The Farm Development

Map showing Simple Life - The Farm Development parcel

STATE OF NORTH CAROLINA COUNTY OF HENDERSON Prepared by and return to: Daniel Heyman, Staff Attorney, City of Hendersonville, in the City Box

### UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **THE VILLAGE AT FLAT ROCK OWNER**, LLC, a Delaware limited liability company, herein referred to as "Developer,"

#### WITNESSETH:

THAT WHEREAS, Developer is the owner of, and is desirous of developing and improving, a tract of land situated in Henderson County, State of North Carolina, described as follows:

Consisting of +/- 27.49 acres, and being all of that real property described in that deed recorded in Deed Book <u>3982</u> at page <u>72</u>, Henderson County registry, having PINs 9588-61-8497 and 9588-62-8286, hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Simple Life – the Farm (project number 24118); and

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

Being and consisting of: Water Extension consisting of +/- 1,300 LF of 8" water main (DIP/CL350), together with all associated valves, meters, and appurtenances, connecting to an existing 8" water main in the margin of South Orchard Road, being more particularly shown and described on those construction plans and specifications, dated February 28, 2025, prepared by Odom Engineering, PLLC, a Civil Engineering firm, said plans being incorporated herein by reference, said Water Extension hereinafter referred to as the "New Infrastructure". It is understood and agreed that the New Infrastructure may be modified or amended from and after the date of this Agreement as may be required to meet the standards of the City

of Hendersonville. As used herein, "New Infrastructure" shall be deemed to include any and all of any such modifications and amendments.; and

WHEREAS, the Developer has received or is in the process of receiving zoning approval from the designated governing body for such development and improvement on the Property; and

WHEREAS, the Property is not located within the City's municipal boundaries, but is located within the unincorporated area of Henderson County; and

WHEREAS, the City is not obligated to offer water sewer service to property outside its corporate limits; and

WHEREAS, Developer desires to have the completed New Infrastructure connected to the City's municipal water system sewer system and made an integral portion thereof; and

WHEREAS, the City will permit said system(s) to be connected to the municipal system(s) under the terms and conditions heretofore established and agreed upon between the parties and specifically in conformance with the requirements of the most recent extension policy, most recent water and sewer standard construction specifications and details, and the City's Code of Ordinances currently in force.

NOW, THEREFORE, in consideration of the mutual benefits which will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

- Developer shall, at Developer's own expense, employ a North Carolina registered and licensed professional engineer ("Engineer") to complete design and permitting of the proposed New Infrastructure in conformance with NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer), the City's water and sewer standard construction specifications and details, and the City water and/or sewer Master Plan(s).
- 2. Developer shall require the Engineer to submit plans, reports, technical specifications, fees, permit applications, and any other items as required and approvable by the City ("Required Documents"). The Engineer shall disclose all proposed changes in the approved construction plans to the City in writing. If proposed changes are deemed by the City to be "significant" in nature, the City may require the Engineer to resubmit plans for re-permitting. The determination of whether a change is deemed to be significant shall be in the sole and absolute discretion of the City, and the Developer agrees to be bound thereby. This will require written approval by the City prior to re-submitting to the permitting agency or before proceeding with changes, even if permitting agency re-submittal is not required. City approval of a utility extension is subject to expiration should construction not be completed after a period of two years from the date of approval. Once the Required Documents have been approved by the City, they shall be deemed to be incorporated herein by reference as an amendment to this Agreement to indicate the Developer's construction obligations under this Agreement.
- 3. The City will perform construction inspection during installation of the New Infrastructure and upon project completion submit written certification that the project was completed in accordance with the approved plans and specifications as required by NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule as of the date of this agreement. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified and accepted.

4. The Developer shall, at his or her own expense, furnish and transfer to the City all on-site and off-site easements, rights-of-way, and real property required for access to and perpetual maintenance and operation of the New Infrastructure and its appurtenances in accordance with the terms of this Agreement as provided herein below.

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

- 5. With the extension of the New Infrastructure under this Agreement, it is the Developer's intent to connect a private sewer system to the municipal system. It is understood between the Developer and the City that the private sewer system will not be accepted for maintenance by the City.
- 6. Developer shall convey to the City an easement, in a form acceptable to the City, granting the right, but not the obligation, to access the development's private sewer system for the purpose of inspection and maintenance. In the event that Developer, or Developer's successors, heirs, and/or assigns fail to maintain the private sewer system in accordance with the Standards and Policies of the City then in effect, said easement shall grant the City the right to enter the Subject Property and make necessary repairs to the private sewer system to bring the private sewer system into compliance with said Standards and Policies of the City. Developer agrees to indemnify the City for such repairs to the development's private sewer system.
- 7. Developer shall convey to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.
- 8. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
- 9. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.

- 10. Developer shall be required to establish a discharge point for the flushing of the waterlines that are installed pursuant to this Agreement and that provided the City utilizes the method provided by the Developer, the City shall not be liable and Developer shall, to the fullest extent allowed by law, indemnify and hold the City harmless during the warranty period for any damages whatsoever as a result of the flushing of water lines.
- 11. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.
- 12. Developer shall submit the name, address and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information
- 13. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.
- 14. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.
- 15. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.
- 16. Upon completion of construction, the Developer shall cause the Engineer to arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's construction inspector to determine if the project is acceptable to the City. At this time, a draft as-built shall be submitted to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by the City. This report shall be transmitted to the responsible parties. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re-inspection of the system.
- 17. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by the City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.

- 18. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.
- 19. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Developer shall cause the Engineer to submit as-builts in formats acceptable to the City. The Engineer shall also submit any easements required for the New Infrastructure and any deeds necessary to convey ownership to the City. The Developer shall be responsible for acquiring easements from any third parties owning property over which any portion of the New Infrastructure is constructed, said easements to be titled in the name of the City, using forms to be provided by the City.
- 20. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).
- 21. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form proper for recording in the appropriate public registry. The conveyance of real property shall be in the form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. With the execution hereof, Developer and City specifically agree that the New Infrastructure shall remain personal property and shall not become a part of the real property, regardless of whether or not the New Infrastructure is permanently affixed to the real property comprising the Property.
- 22. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.
- 23. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's

obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.

- 24. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of final acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period. For purposes of this paragraph 22, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 24 hereinbelow. The obligations of this paragraph shall survive any termination or expiration of this Agreement.
- 25. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.
- 26. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers. For the avoidance of doubt, "final acceptance" as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.
- 27. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
- 28. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City shall be in form approved by the City's legal counsel. Such consent by the City and approval by the City's legal counsel shall be for the sole and exclusive benefit and reliance of the City, and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.

- 29. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules or regulations.
- 30. Developer is put on notice, and Developer agrees that, in the event that the meter boxes or cleanouts which are part of the New Infrastructure are installed, set, damaged, moved, or altered in any manner that requires the City to make repairs or adjustments to the meter boxes or cleanouts for their proper operation, or if the City has to perform any work, including but not limited to grading or removal of obstructions, to provide access to the City, Developer shall reimburse the City's full cost and expense incurred.
- 31. This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.
- 32. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.
- 33. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

PLEASE BE ADVISED: The City shall not allow the activation of any water or sewer services until the City receives partial certification approval or final approval from the permitting agency and shall not allow the issuance of any certificates of occupancy until the City deems the project complete.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

[Signatures appear on the following page]

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Section 5, Item P.

#### DEVELOPER: THE VILLAGE AT FLAT ROCK OWNER, LLC,

#### THE CITY OF HENDERSONVILLE

ВҮ:	(SEAL)	ВҮ:	(SEAL)
(signature)		John F. C	Connet, City Manager
Printed name:			
Title:			
STATE OF	_ COUI	NTY OF	
I,	, pers, pers	sonally appeared before ) for The Village at Flat d acknowledged the fo	e me this day, and being duly sworn, t Rock Owner, LLC, a North Carolina regoing instrument on behalf of the
WITNESS my hand and official seal, this	;	day of	, 20
My commission expires			
Notary Public Signature		(OFFICIAL SE	EAL)
STATE OF NORTH CAROLINA, COUN	TY OF <u>HENDER</u>	SON	_
I,, (printed nam hereby certify that John F. Connet, per Manager of the City of Hendersonville instrument on behalf of the City of Her instrument is the act and deed of the C	sonally appear , North Carolin ndersonville pu	red before me and, bei na, and that he execute irsuant to order of the	ng duly sworn, stated that he is City ed and acknowledged the foregoing
WITNESS my hand and official seal, this	i	day of	, 20
My commission expires			
Notary Public Signature		(OFFICIAL SE	EAL)

Resolution # \_\_\_\_

#### RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH THE VILLAGE AT FLAT ROCK OWNER, LLC, FOR THE SIMPLE LIFE - THE FARM DEVELOPMENT

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

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

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

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

**WHEREAS,** The Village at Flat Rock Owner, LLC, the "Developer" and "Owner", will enter into a Utility Extension Agreement with the City to provide water service to the Simple Life – The Farm Development.

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

- 1. The Utility Extension Agreement with The Village at Flat Rock Owner, LLC, the "Developer" and "Owner" to provide water service to the Simple Life The Farm development is approved, as presented.
- 2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
- 3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of July, 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** UTILITY AVAILABILITY

Simple Life - The Farm

Section 5, Item P.

6"DIP

LANE

MARKED TREE LANE

REST AWHILE LANE

ANE JAKA

UMM

TILLERS DRIV

HONEYCR MHID: 4886 Rim Elev: 2148.469971

Inv Out Elev:2140.02002

DRIFTINGE

12"DIP

UPWARD ROAD

6"DIP

250

8"DIP 8"

6"DI

ALANE

ROBBIEL KORTNEYL **RJ BOULEVARD** 

SHAWNAWAY

Simple Life - The Farm PIN: 9588-62-0283 **Blue Ridge Fire District** 

12 DIP 8"PVC

Public Force Main Proposed Gravity Main Abandoned Water Layers City Fire Hydrant • Water Main City Water Main Raw Water Main Private Fire Line Proposed Water Main Abandoned Water Main

🔲 Project Area **Sewer Layers** Gravity Main

Public Gravity Main

EBBY MANOR LANE

6"DIP

**Road Layers** State Maintained Road



MHID: 3242 Rim Elev: 2159.52 In Out Elev: 2153.36



The City of Hendersonville makes every effort to confirm the accuracy of this information; however, it does not warrant or guarantee that any information provided is accurate or current.

ACOH ArdPro ProjectsWater Sewer Availability Ma sWavailability Template 2020

500 Feet 12"DIP

12"DI

256



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Adela Gutierrez-Ramirez, Civil	MEETING DATE: July 2, 2025
	Engineer	

AGENDA SECTION: CONSENT DEPARTMENT: Engineering

**TITLE OF ITEM:** Utility Extension Agreement for the Wilmont Estates Subdivision – Adela Gutierrez-Ramirez, Civil Engineer

**SUGGESTED MOTION(S):** I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Creekstone Holdings Hendersonville, LLC, for the Wilmont Estates Subdivision as presented and recommended by staff.

#### SUMMARY:

The Wilmont Estates Subdivision located off Tracy Grove Road in Hendersonville proposes to extend the City's water and sewer systems to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water and sewer utility line extension processes and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

**BUDGET IMPACT:** \$0

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

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

PROJECT NUMBER: 25101

**PETITION NUMBER:** N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

#### **ATTACHMENTS:**

Utility Extension Agreement – Wilmont Estates Subdivision

Map showing Wilmont Estates Subdivision parcel

STATE OF NORTH CAROLINA COUNTY OF HENDERSON Prepared by and return to: Daniel Heyman, Staff Attorney, City of Hendersonville, in the City Box

#### UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **CREEKSTONE HOLDINGS HENDERSONVILLE**, LLC, a Delaware limited liability company, herein referred to as "Developer,"

#### WITNESSETH:

THAT WHEREAS, Developer is the owner of, and is desirous of developing and improving, a tract of land situated in Henderson County, State of North Carolina, described as follows:

Consisting of +/- 35.449 acres, being "Parcel 2" as shown on that Plat recorded in Plat Book 2023 at page 15247, Henderson County registry, being a portion of that real property described in that deed recorded in Deed Book 3953 at page 68, Henderson County registry, with corrective affidavit recorded in Deed Book 3953 at page 116, Henderson County registry, and having PIN of 9579-30-8219, hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Wilmont Estates (project number 25101); and

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

Being and consisting of: 1) Water Service Extension consisting of +/- 5,210 lineal feet of 8" water main (DR-14 PVC) connecting to an existing 8" ductile water main on Tracy Grove Road, together with all valves, hydrants, meters, and other appurtenances; and 2) a Sanitary Service Extension consisting of +/- 2,637 lineal feet of 8" PVC gravity pipe and +/- 1,991 lineal feet of 6" PVC gravity pipe connecting to proposed terminal manhole identified as SSMH - 1, and being more particularly shown and described on those

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construction plans and specifications, stamped and dated February 5, 2025, prepared by CDG Engineers, Inc. a Civil Engineering firm, said plans being incorporated herein by reference. 1) and 2) collectively are collectively hereinafter referred to as the "New Infrastructure". It is understood and agreed that the New Infrastructure may be modified or amended from and after the date of this Agreement as may be required to meet the standards of the City of Hendersonville. As used herein, "New Infrastructure" shall be deemed to include any and all of any such modifications and amendments.; and

WHEREAS, the Property is located within the City's municipal boundaries; and

WHEREAS, the Developer has received or is in the process of obtaining zoning approval from the designated governing body for such development and improvement on the Property; and

WHEREAS, Developer desires to have the completed New Infrastructure connected to the City's municipal water system and/or sanitary sewer system and made an integral portion thereof; and

WHEREAS, the City will permit said system(s) to be connected to the municipal system(s) under the terms and conditions heretofore established and agreed upon between the parties and specifically in conformance with the requirements of the most recent extension policy, most recent water and sewer standard construction specifications and details, and the City's Code of Ordinances currently in force.

NOW, THEREFORE, in consideration of the mutual benefits which will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

- Developer shall, at Developer's own expense, employ a North Carolina registered and licensed professional engineer ("Engineer") to complete design and permitting of the proposed New Infrastructure in conformance with NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T(sanitary sewer), the City's water and sewer standard construction specifications and details, and the City water and/or sewer Master Plan(s).
- 2. Developer shall require the Engineer to submit plans, reports, technical specifications, fees, permit applications, and any other items as required and approvable by the City ("Required Documents"). The Engineer shall disclose all proposed changes in the approved construction plans to the City in writing. If proposed changes are deemed by the City to be "significant" in nature, the City may require the Engineer to resubmit plans for re-permitting. The determination of whether a change is deemed to be significant shall be in the sole and absolute discretion of the City, and the Developer agrees to be bound thereby. This will require written approval by the City prior to re-submitting to the permitting agency or before proceeding with changes, even if permitting agency re-submittal is not required. City approval of a utility extension is subject to expiration should construction not be completed after a period of two years from the date of approval. Once the Required Documents have been approved by the City, they shall be deemed to be incorporated herein by reference as an amendment to this Agreement to indicate the Developers construction obligations under this Agreement.
- 3. The City will perform construction inspection during installation of the New Infrastructure and upon project completion submit written certification that the project was completed in accordance with the approved plans and specifications as required by NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule

as of the date of this agreement. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified and accepted.

4. The Developer shall, at his or her own expense, furnish and transfer to the City all on-site and off-site easements, rights-of-way, and real property required for access to and perpetual maintenance and operation of the New Infrastructure and its appurtenances in accordance with the terms of this Agreement as provided herein below.

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

- 5. Developer shall convey to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.
- 6. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
- 7. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.
- 8. Developer shall be required to establish a discharge point for the flushing of the waterlines that are installed pursuant to this Agreement and that provided the City utilizes the method provided by the Developer, the City shall not be liable and Developer shall, to the fullest extent allowed by law, indemnify and hold the City harmless during the warranty period for any damages whatsoever as a result of the flushing of water lines.
- 9. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.

- 10. Developer shall submit the name, address and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information
- 11. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.
- 12. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.
- 13. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.
- 14. Upon completion of construction, the Developer shall cause the Engineer to arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's construction inspector to determine if the project is acceptable to the City. At this time, a draft as-built shall be submitted to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by the City. This report shall be transmitted to the responsible parties. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re-inspection of the system.
- 15. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by the City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.
- 16. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.
- 17. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Developer shall cause the Engineer to submit as-builts in formats acceptable to the City. The Engineer shall also submit any easements required for the New Infrastructure and any deeds necessary to convey ownership to the City. The Developer shall be responsible for acquiring easements from any third parties owning property over which

any portion of the New Infrastructure is constructed, said easements to be titled in the name of the City, using forms to be provided by the City.

- 18. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).
- 19. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. With the execution hereof, Developer and City specifically agree that the New Infrastructure shall remain personal property, and shall not become a part of the real property, regardless of whether or not the New Infrastructure is permanently affixed to the real property comprising the Property.
- 20. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.
- 21. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.
- 22. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of final acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects, and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period.

For purposes of this paragraph 22, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 24 hereinbelow. The obligations of this paragraph shall survive any termination or expiration of this Agreement.

- 23. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.
- 24. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers. For the avoidance of doubt, "final acceptance" as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.
- 25. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
- 26. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City's legal counsel. Such consent by the City and approval by the City's legal counsel shall be for the sole and exclusive benefit and reliance of the City, and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.
- 27. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules or regulations.
- 28. Developer is put on notice, and Developer agrees that, in the event that the meter boxes or cleanouts which are part of the New Infrastructure are installed, set, damaged, moved, or altered in any manner that requires the City to make repairs or adjustments to the meter boxes or cleanouts for their proper operation, or if the

City has to perform any work, including but not limited to grading or removal of obstructions, to provide access to the City, Developer shall reimburse the City's full cost and expense incurred.

- 29. This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.
- 30. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.
- 31. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

PLEASE BE ADVISED: The City shall not allow the activation of any water or sewer services until the City receives partial certification approval or final approval from the permitting agency and shall not allow the issuance of any certificates of occupancy until the City deems the project complete.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

[Signatures appear on the following page]

#### DEVELOPER: CREEKSTONE HOLDINGS HENDERSONVILLE, LLC

#### THE CITY OF HENDERSONVILLE

BY:	(SEAL <u>)</u>	BY:		(SEAL)
(signature)	<u>,</u>		John F. Connet, City	
Printed name:				
Title:				
STATE OF	CO	UNTY OF		-
I, pe of CREEK and executed the foregoing ir purpose stated therein and in t	rsonally appeared STONE HOLDINGS H nstrument on behalf	before me th IENDERSONVILL f of CREEKSTON	is day and acknov E, LLC, a Delaware li	vledged that they are mited liability company,
WITNESS my hand and official s	eal, this	day of		, 2022.
My commission expires				
Notary Public Signature		(0)	FICIAL SEAL)	
STATE OF <u>NORTH CAROLINA</u> ,	COUNTY OF <u>HENDE</u>	<u>RSON</u>		
I,, (print hereby certify that John F. Con Manager of the City of Hender instrument on behalf of the Cit instrument is the act and deed	net, personally appe sonville, North Caro y of Hendersonville p	eared before me lina, and that h pursuant to orde	and, being duly swo e executed and ackr	orn, stated that he is City nowledged the foregoing
WITNESS my hand and official s	eal, this	day of		, 20
My commission expires				
Notary Public Signature		(OI	FICIAL SEAL)	

Resolution # \_\_\_\_

#### RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH CREEKSTONE HOLDINGS HENDERSONVILLE, LLC, FOR THE WILMONT ESTATES SUBDIVISION

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

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

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

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

**WHEREAS,** Creekstone Holdings Hendersonville, LLC, the "Developer" and "Owner", will enter into a Utility Extension Agreement with the City to provide water and sewer services to the Wilmont Estates Subdivision.

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

- 1. The Utility Extension Agreement with Creekstone Holdings Hendersonville, LLC, the "Developer" and "Owner" to provide water and sewer service to the Wilmont Estates subdivision is approved, as presented.
- 2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
- 3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2<sup>nd</sup> day of July, 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

**Wilmont Estates** 

MHID: 3573 Rim Elev: 2091.800049 Inv Out Elev:2087.600098

MHID: 382% Rim Elev: 21 රා.52002 Inv Out Elev:2 ගුරු.5500 දර

Ø

8"PVC WILMONT

MHID: 5785 Rim Elev: Inv Out Elev:

ILLDRINE

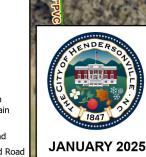
TRACY GROVE ROAD

Wilmont Estates PIN: 9579-30-8219 Hendersonville City Fire District

8"PVC

🔲 Project Area **Sewer Layers** Gravity Main Public Gravity Main Public Force Main Proposed Gravity Main Abandoned Water Layers City Fire Hydrant • Water Main City Water Main Raw Water Main Private Fire Line Proposed Water Main Abandoned Water Main **Road Layers** State Maintained Road Non-State Maintained Road

8"PVC



The City of Hendersonville makes every effort to confirm the accuracy of this information; however, it does not warrant or guarantee that any information provided is accurate or current.

Z:\COH\_ArcPro\_Projects\Water\_Sewer\_Availability\_Maps\Availability\_Template\_2020



Feet

268

DANA ROAD

8"Cast Iron

Section 5, Item Q.



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Adela Gutierrez-Ramirez, Civil Engineer	MEETING DATE:	July 2, 2025
AGENDA SECTION:	CONSENT	DEPARTMENT:	Engineering
TITLE OF ITEM:	Utility Extension Agreement for Gutierrez-Ramirez, Civil Enginee	•	ad Subdivision – Adela

**SUGGESTED MOTION(S):** I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Christopher A. Smith and Michael O'Leary, for the Tracy Grove Road Subdivision as presented and recommended by staff.

#### **SUMMARY:**

The Tracy Grove Road Subdivision located off Tracy Grove Road in Henderson County proposes to extend the City's water system to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water utility line extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

#### **BUDGET IMPACT:** \$0

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

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

**PROJECT NUMBER:** 24122

**PETITION NUMBER:** N/A

#### ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

#### **ATTACHMENTS:**

Utility Extension Agreement - Tracy Grove Road Subdivision

Map showing Tracy Grove Road Subdivision parcel

STATE OF NORTH CAROLINA COUNTY OF HENDERSON Prepared by and return to: Daniel Heyman, Staff Attorney, City of Hendersonville, in the City Box

#### UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and the **Christopher A. Smith** and **Michael O'Leary**, herein collectively referred to as "Developer,"

#### WITNESSETH:

THAT WHEREAS, Developer is the owner of, and is desirous of developing and improving, a tract of land situated in Henderson County, State of North Carolina, described as follows:

Consisting of +/- 28.59 acres, and being all of that real property described in the following deeds: (1) that deed recorded in Deed Book <u>4023</u> at page <u>538</u>, Henderson County registry, having PINs 9578589240, 9578-58-9564, 9578-58-9985, and 9578-68-4425, and (2) that deed recorded in Deed Book <u>4098</u> at page <u>95</u>, Henderson County registry, having PIN 9578-69-0230, (1) and (2) are hereinafter collectively referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Tracey Grove Road Subdivision (project number 24122); and

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

Being and consisting of: Water Extension consisting of +/- 3,080 lineal feet of 8" water main (DIP), and +/- 3,760 lineal feet of 6" water main (DIP), together with all associated valves, meters, and appurtenances, connecting to an existing water main in the ROW of Tracey Grove Road, being more particularly shown and described on those construction plans and specifications, dated January 20, 2025, prepared by Odom Engineering, PLLC, a Civil Engineering firm, said plans being incorporated herein by reference, said Water Extension hereinafter referred to as the "New Infrastructure". It is understood and

agreed that the New Infrastructure may be modified or amended from and after the date of this Agreement as may be required to meet the standards of the City of Hendersonville. As used herein, "New Infrastructure" shall be deemed to include any and all of any such modifications and amendments.; and

WHEREAS, the Developer has received or is in the process of receiving zoning approval from the designated governing body for such development and improvement on the Property; and

WHEREAS, the Property is not located within the City's municipal boundaries, but is located within the unincorporated area of Henderson County; and

WHEREAS, the City is not obligated to offer water or sanitary sewer service to property outside its corporate limits; and

WHEREAS, Developer desires to have the completed New Infrastructure connected to the City's municipal water system and/or sanitary sewer system and made an integral portion thereof; and

WHEREAS, the City will permit said system(s) to be connected to the municipal system(s) under the terms and conditions heretofore established and agreed upon between the parties and specifically in conformance with the requirements of the most recent extension policy, most recent water and sewer standard construction specifications and details, and the City's Code of Ordinances currently in force.

NOW, THEREFORE, in consideration of the mutual benefits which will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

- Developer shall, at Developer's own expense, employ a North Carolina registered and licensed professional engineer ("Engineer") to complete design and permitting of the proposed New Infrastructure in conformance with NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T(sanitary sewer), the City's water and sewer standard construction specifications and details, and the City water and/or sewer Master Plan(s).
- 2. Developer shall require the Engineer to submit plans, reports, technical specifications, fees, permit applications, and any other items as required and approvable by the City ("Required Documents"). The Engineer shall disclose all proposed changes in the approved construction plans to the City in writing. If proposed changes are deemed by the City to be "significant" in nature, the City may require the Engineer to resubmit plans for re-permitting. The determination of whether a change is deemed to be significant shall be in the sole and absolute discretion of the City, and the Developer agrees to be bound thereby. This will require written approval by the City prior to re-submitting to the permitting agency or before proceeding with changes, even if permitting agency re-submittal is not required. City approval of a utility extension is subject to expiration should construction not be completed after a period of two years from the date of approval. Once the Required Documents have been approved by the City, they shall be deemed to be incorporated herein by reference as an amendment to this Agreement to indicate the Developers construction obligations under this Agreement.
- 3. The City will perform construction inspection during installation of the New Infrastructure and upon project completion submit written certification that the project was completed in accordance with the approved plans and specifications as required by NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule

as of the date of this agreement. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified and accepted.

4. The Developer shall, at his or her own expense, furnish and transfer to the City all on-site and off-site easements, rights-of-way, and real property required for access to and perpetual maintenance and operation of the New Infrastructure and its appurtenances in accordance with the terms of this Agreement as provided herein below.

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

- 5. Developer shall convey to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.
- 6. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
- 7. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.
- 8. Developer shall be required to establish a discharge point for the flushing of the waterlines that are installed pursuant to this Agreement and that provided the City utilizes the method provided by the Developer, the City shall not be liable and Developer shall, to the fullest extent allowed by law, indemnify and hold the City harmless during the warranty period for any damages whatsoever as a result of the flushing of water lines.
- 9. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.

- 10. Developer shall submit the name, address and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information
- 11. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.
- 12. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.
- 13. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.
- 14. Upon completion of construction, the Developer shall cause the Engineer to arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's construction inspector to determine if the project is acceptable to the City. At this time, a draft as-built shall be submitted to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by the City. This report shall be transmitted to the responsible parties. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re-inspection of the system.
- 15. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by the City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.
- 16. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.
- 17. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Developer shall cause the Engineer to submit as-builts in formats acceptable to the City. The Engineer shall also submit any easements required for the New Infrastructure and any deeds necessary to convey ownership to the City. The Developer shall be responsible for acquiring easements from any third parties owning property over which

any portion of the New Infrastructure is constructed, said easements to be titled in the name of the City, using forms to be provided by the City.

- 18. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).
- 19. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form proper for recording in the appropriate public registry. The conveyance of real property shall be in the form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. With the execution hereof, Developer and City specifically agree that the New Infrastructure shall remain personal property, and shall not become a part of the real property, regardless of whether or not the New Infrastructure is permanently affixed to the real property comprising the Property.
- 20. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.
- 21. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.
- 22. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of final acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period.

For purposes of this paragraph 22, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 24 hereinbelow. The obligations of this paragraph shall survive any termination or expiration of this Agreement.

- 23. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.
- 24. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers. For the avoidance of doubt, "final acceptance" as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.
- 25. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
- 26. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City shall be in form approved by the City's legal counsel. Such consent by the City and approval by the City's legal counsel shall be for the sole and exclusive benefit and reliance of the City, and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.
- 27. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules or regulations.
- 28. Developer is put on notice, and Developer agrees that, in the event that the meter boxes or cleanouts which are part of the New Infrastructure are installed, set, damaged, moved, or altered in any manner that requires the City to make repairs or adjustments to the meter boxes or cleanouts for their proper operation, or if the

City has to perform any work, including but not limited to grading or removal of obstructions, to provide access to the City, Developer shall reimburse the City's full cost and expense incurred.

- 29. This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.
- 30. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.
- 31. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

PLEASE BE ADVISED: The City shall not allow the activation of any water or sewer services until the City receives partial certification approval or final approval from the permitting agency and shall not allow the issuance of any certificates of occupancy until the City deems the project complete.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

[Signatures appear on the following page]

DEVELOPER: CHRISTOPHER A. SMITH		THE CITY	OF HENDERSO	NVILLE	
BY:(signature)	(SEAL)	BY:		et, City Manager	(SEAL)
DEVELOPER: MICHAEL O'LEARY					
BY:(signature)	(SEAL)				
STATE OF	COUI	NTY OF			
I,	<u>MITH</u> , personal	ly appeared	y) a Notary Pub before me this	lic of said County ar day, and being duly	nd State, do sworn, and
WITNESS my hand and official seal, this	5	day of		, 20	
My commission expires					
Notary Public Signature		(	OFFICIAL SEAL)		
STATE OF	COUI	NTY OF			
I,	<u>r</u> , personally a	ppeared be			
WITNESS my hand and official seal, this	5	day of		, 20	
My commission expires					
Notary Public Signature		(	OFFICIAL SEAL)		

#### STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, \_\_\_\_\_\_, (printed name of notary) a Notary Public in and for the State and County aforesaid, do hereby certify that John F. Connet, personally appeared before me and, being duly sworn, stated that he is City Manager of the City of Hendersonville, North Carolina, and that he executed and acknowledged the foregoing instrument on behalf of the City of Hendersonville pursuant to order of the City Council of said City and that the instrument is the act and deed of the City of Hendersonville.

WITNESS my hand and official seal, this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public Signature

(OFFICIAL SEAL)

Resolution # \_\_\_\_

#### RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH CHRISTOPHER A. SMITH AND MICHAEL O'LEARY FOR THE TRACY GROVE ROAD SUBDIVISION

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

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

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

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

**WHEREAS,** Christopher A. Smith and Michael O'Leary, the "Developer" and "Owner", will enter into a Utility Extension Agreement with the City to provide water service to the Tracy Grove Road Subdivision.

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

- 1. The Utility Extension Agreement with Christopher A. Smith and Michael O'Leary, the "Developer" and "Owner" to provide water service to the Tracy Grove Road Subdivision is approved, as presented.
- 2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
- 3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2<sup>nd</sup> day of July, 2025.

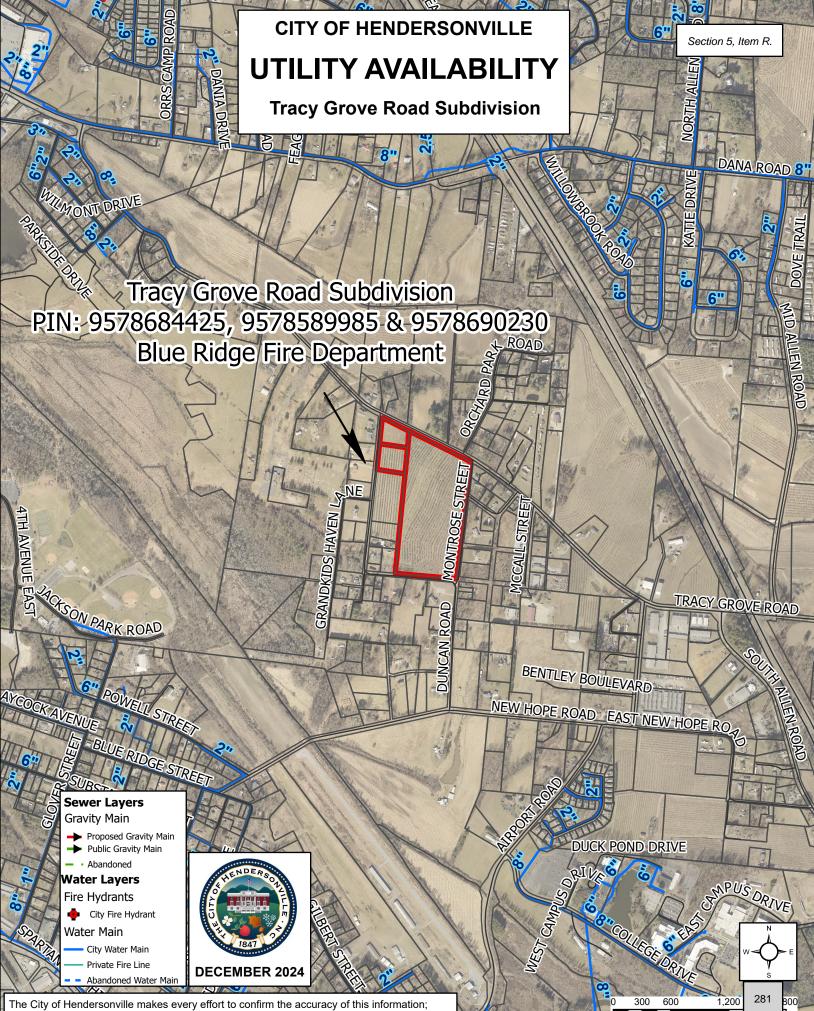
Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



The City of Hendersonville makes every effort to confirm the accuracy of this information; however, it does not warrant or guarantee that any information provided is accurate or current.

Feet



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Jennifer Floyd	<b>MEETING DATE:</b>	07/02/2025
AGENDA SECTION:	CONSENT	DEPARTMENT:	Administration
TITLE OF ITEM:	Budget Amendments Management Analyst	End-of-Year FY25 – Jennife	r Floyd, Budget and

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

I move City Council adopt the budget amendments 07022025-01, 07022025-02, 07022025-03, 07022025-04, 07022025-05, 07022025-06, 07022025-07, 07022025-08, 07022025-09, 07022025-10, 07022025-11, 07022025-12 (end-of-year budget amendments) as presented.

#### **SUMMARY:**

At the end of each fiscal year, the City regularly amends its budget to re-prioritize funds as needed. This year, the City is making various operating budget changes across the General Fund, Main Street MSD Fund, 7<sup>th</sup> Avenue Fund, Water and Sewer Fund, Parking Fund, Stormwater Fund, and Environmental Services Fund.

<b>BUDGET IMPACT:</b>	Fund 010: \$319,660 decrease
	Fund 020: \$18,205 increase
	Fund 021: \$3,010 increase
	Fund 060: \$744,403 increase
	Fund 064: \$89,730 increase
	Fund 067: \$6,508 increase
	Fund 068: \$19,380 increase

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

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

Various amendments to revenues at end-of-year based on forecast and the strategic use of fund balance.

#### **ATTACHMENTS:**

1. Budget Amendments: 07022025-01, 07022025-02, 07022025-03, 07022025-04, 07022025-05, 07022025-06, 07022025-07, 07022025-08, 07022025-09, 07022025-10, 07022025-11, 07022025-12.

#### TO MAYOR & COUNCIL APPROVAL: July 2, 2025

#### Section 5, Item S.

#### FISCAL YEAR 2025 FORM: 07022025-01

## **BUDGET AMENDMENT**

FUND 010					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	<b>REVISED BUDGET</b>
010-0000-400101	Ad Valorem Taxes	15,582,810	250,000	-	15,832,810
010-0000-400102	Prior Years Ad Valorem Taxes	128,025	26,000	-	154,025
010-0000-400103	Prior Year Ad Valorem Taxes - Collected by COH	14,335	1,950	-	16,285
010-0000-400150	Tax - Interest	8,500	33,000	-	41,500
010-0000-400501	Rental Vehicle Tax	7,000	2,000	-	9,000
010-0000-400502	Beer & Wine License	500	3,400	-	3,900
010-0000-410001	Local Sales & Use Tax	6,312,335	287,665	-	6,600,000
010-0000-410110	ABC Revenues	367,500	82,500	-	450,000
010-0000-410200	Court Fees - Police	2,500	1,500	-	4,000
010-0000-410300	Electricity Utility Tax	1,000,000	65,000	-	1,065,000
010-0000-420003	SRO Reimbursement	249,920	90,300	-	340,220
010-0000-420050	Grant Revenue	-	7,400	-	7,400
010-0000-420051	Local/Private Grant Revenue	-	3,000	-	3,000
010-0000-430006	Boyd Park Golf Revenues	28,000	9,000	-	37,000
010-0000-430007	Boyd Park Concessions	2,200	670	-	2,870
010-0000-440010	Special Project Fees-Planning	15,000	9,000	-	24,000
010-0000-440011	Demo Fees	100	500	-	600
010-0000-440012	Street Sidewlk Encroachment	850	2,250	-	3,100
010-0000-440015	Payment In Lieu Of Sidewalks District 1,2,3	10,000	-	10,000	-
010-0000-450001	Interest Income	175,000	1,400	-	176,400
010-0000-450002	Powell Bill Interest	6,000	7,900	-	13,900
010-0000-460091	Police Contribution/Donation	19,750	740	-	20,490
010-0000-460120	Refunds/Rebates	26,955	112,000	-	138,955
010-0000-470030	Insurance Proceeds	1,603,745	-	1,500,000	-
010-0000-470050	Sale Of Capital Assets	578,250	-	575,625	2,625
010-0000-470100	Transfer In	564,354	38,316	-	602,670
010-0000-470900	Fund Balance Appropriated	593,612	834,219	-	1,427,831
010-0000-502005	Group Med & Life Ins	50,000	-	50,000	-
010-0000-598901	Transfer Out	2,378,883	66,537	-	2,445,420
010-1001-519200	Contract Services	50,000	-	48,600	1,400
010-1002-519104	Prof Services-Engring	1,000	-	1,000	-

101-1002-519200         Contract Services         16,205         9,000         -         25,205           010-1002-521010         Uniforms         5,00         -         5,600         -           010-1002-523001         Uniforms         5,00         -         2,000         -         5,00         -           010-1002-531205         Advertising         7,600         -         2,400         5,200           010-1002-531205         Advertising         7,600         -         2,400         5,200           010-1002-531205         Drues & Subscriptions         1,2,400         8,600         -         21,000           010-1002-531265         Drug Testing         2,500         2,000         -         4,500           010-1002-531265         Drug Testing         2,500         2,000         -         4,500           010-1002-53206         Service Excellence         300         1,700         -         2,000           010-1002-531200         Miscellaneous         2,600         -         2,000         600           010-1002-531200         Non-Capital Equipment         1,000         671         -         1,671           010-1005-502050         Retirement Expensa         2,043         -						
010-1002-52100         Uniforms         500         .           010-1002-532001         Utilities - Electricity         471.175         35,000         -         506,175           010-1002-531205         Advertising         7,600         -         2,400         5,200           010-1002-531210         Permits, License And Fees         13,000         -         9,000         4,000           010-1002-531265         Drug Testing         2,500         2,000         -         4,500           010-1002-531280         Employee Events         6,000         680         -         6,680           010-1002-532200         Service Excellence         300         1,700         -         2,000           010-1002-532400         Miscellaneous         2,600         -         2,000         600           010-1002-532400         Non-Capital Equipment         1,000         671         -         1,671           010-1002-510101         Staries - Regular         149,788         -         6,000         143,788           010-1005-51020         Retirement Expense         20,433         -         1,000         119,333           010-1005-531200         Postage         125         69         -         8,265	010-1002-519200	Contract Services	16,205	9,000	-	25,205
010-1002-532001         Utilities - Electricity         471,175         36,000         -         506,175           010-1002-531205         Advertising         7,600         -         2,400         5,200           010-1002-531215         Dues & Subscriptions         12,400         8,600         -         21,000           010-1002-531280         Employee Events         6,000         6800         -         4,500           010-1002-531280         Employee Events         6,000         6800         -         2,000           010-1002-532400         Miscellaneous         2,600         -         2,000         600           010-1002-532400         Non-Capital Equipment         1,000         671         -         1,671           010-1002-532400         Non-Capital Equipment         1,000         671         -         1,671           010-1002-532400         Non-Capital Equipment         1,000         671         -         1,671           010-1002-53120         Prof Services-Legal         8,700         860         -         9,560           010-1005-53120         Prof Services-Legal         8,700         860         -         9,560           010-1005-53125         Training/Training         6,250         1,500<	010-1002-521010	Office Supplies	5,750	870	-	6,620
010-1002-531205         Advertising         7,600         -         2,400         5,200           010-1002-531210         Permits, License And Fees         13,000         -         9,000         4,000           010-1002-53125         Dues & Subscriptions         12,400         8,600         -         21,000           010-1002-531265         Drug Testing         2,500         2,000         -         4,500           010-1002-531280         Employee Events         6,000         680         -         6,680           010-1002-532260         Service Excellence         300         1,700         -         2,000           010-1002-532400         Miscellaneous         2,600         -         2,000         600           010-1002-532400         Nen-Capital Equipment         1,000         671         -         1,671           010-1005-501001         Stafares. Regular         149,788         -         6,000         143,788           010-1005-51200         Pot Services-Legal         8,700         860         -         9,560           010-1005-531205         Training/Training         6,250         1,500         -         7,750           010-1005-531225         Training/Training         6,250         1,500	010-1002-521100	Uniforms	500	-	500	-
010-1002-531210         Permits, License And Fees         13,000         9,000         4,000           010-1002-531215         Dues & Subscriptions         12,400         8,600         -         21,000           010-1002-531265         Drug Tesing         2,500         2,000         -         4,500           010-1002-531280         Employee Events         6,000         660         -         6,680           010-1002-532400         Miscellaneous         2,600         -         2,000         600           010-1002-532400         Miscellaneous         2,600         -         2,000         600           010-1002-534000         Non-Capital Equipment         1,000         671         -         1,671           010-1005-502050         Retirement Expense         20,439         -         1,000         19,439           010-1005-53120         Prof Services-Legal         8,700         860         -         9,560           010-1005-53120         Postage         125         59         -         184           010-1005-53125         Training/Training         2,620         1,500         1,775           010-1010-519200         Contract Services         476,531         -         9,000         144,7531	010-1002-523001	Utilities - Electricity	471,175	35,000	-	506,175
010-1002-531215         Dues & Subscriptions         12,400         8,600         -         21,000           010-1002-531265         Drug Testing         2,500         2,000         -         4,500           010-1002-531260         Employee Events         6,000         680         -         6,680           010-1002-53260         Service Excellence         300         1,700         -         2,000           010-1002-532400         Miscellaneous         2,600         -         2,000         600           010-1002-534000         Non-Capital Equipment         1,000         671         -         1,671           010-1002-534000         Non-Capital Equipment         1,000         671         -         1,671           010-1005-501001         Salaries - Regular         149,788         -         6,000         143,788           010-1005-53102         Pot Sage         125         59         -         184           010-1005-53120         Potage         125         59         -         184           010-1005-53125         Training/Training         26,775         -         15,000         11,775           010-1010-519200         Contract Services         476,531         9,000         467,531 </td <td>010-1002-531205</td> <td>Advertising</td> <td>7,600</td> <td>-</td> <td>2,400</td> <td>5,200</td>	010-1002-531205	Advertising	7,600	-	2,400	5,200
010-1002-531265         Drug Testing         2,500         2,000         -         4,500           010-1002-531280         Employee Events         6,000         680         -         6,680           010-1002-532400         Service Excellence         300         1,700         -         2,000           010-1002-532400         Miscellaneous         2,600         -         2,000         600           010-1002-534000         Non-Capital Equipment         1,000         671         -         1,671           010-1002-534000         Non-Capital Equipment         149,788         -         6,000         143,788           010-1005-502050         Retirement Expense         20,439         -         1,000         19,439           010-1005-531200         Postage         125         59         -         8,265           010-1005-53125         Training/Training         6,250         1,500         -         7,750           010-1005-53125         Training/Training         26,775         -         15,000         11,775           010-1010-51200         Contract Services         476,531         -         9,000         447,531           010-1010-51200         Contract Services         3,801         -         3,9	010-1002-531210	Permits, License And Fees	13,000	-	9,000	4,000
010-1002-531280         Employee Events         6,000         680         -         6,680           010-1002-532260         Service Excellence         300         1,700         -         2,000         600           010-1002-532400         Miscellancous         2,600         -         2,000         600         010         1002-534000         Non-Capital Equipment         1,000         671         -         1,671           010-1002-53000         Non-Capital Equipment         149,788         -         6,000         143,788           010-1005-502050         Retirement Expense         20,439         -         1,000         19,438           010-1005-53120         Prof Services-Legal         8,700         860         -         9,560           010-1005-531215         Dues & Subscriptions         8,000         266         -         8,265           010-1005-531225         Training/Training         6,250         1,500         -         7,750           010-1010-519200         Contract Services         476,531         -         9,000         147,751           010-1010-521010         Office Supplies         16,000         -         2,000         14,000           010-1014-501010         Salaries - Regular         3,200	010-1002-531215	Dues & Subscriptions	12,400	8,600	-	21,000
010-1002-532260         Service Excellence         300         1,700         .         2,000           010-1002-532400         Miscellaneous         2,600         .         2,000         600           010-1002-532400         Non-Capital Equipment         1,000         671         .         1,671           010-1005-501001         Salaries - Regular         149,788         .         6,000         143,788           010-1005-502050         Retirement Expense         20,439         .         1,000         19,439           010-1005-53120         Prof Services-Legal         8,700         860         .         9,560           010-1005-531215         Dues & Subscriptions         8,000         265         .         8,265           010-1005-531225         Training/Training         26,775         .         15,000         11,775           010-100-531225         Training/Training         26,775         .         15,000         11,775           010-1010-53000         Contract Services         476,531         .         9,000         447,531           010-1010-53000         Non-Capital Equipment         83,801         .         3,900         79,901           010-1014-501010         Salaries - Regular         322,288	010-1002-531265	Drug Testing	2,500	2,000	-	4,500
010-1002-532400         Miscellaneous         2,600         -         2,000         600           010-1002-534000         Non-Capital Equipment         1,000         671         -         1,871           010-1002-534000         Salaries - Regular         149,788         -         6,000         143,788           010-1005-502050         Retirement Expense         20,439         -         1,000         19,439           010-1005-531200         Postage         8,700         860         -         9,560           010-1005-53125         Dues & Subscriptions         8,000         265         -         8,265           010-1005-53125         Training/Training         6,250         1,500         -         7,750           010-1007-531225         Training/Training         26,775         -         15,000         11,775           010-1010-519200         Contract Services         476,531         -         9,000         467,531           010-1010-520100         Office Supplies         16,000         -         2,000         14,000           010-1014-501001         Salaries - Regular         322,268         -         1,180         321,088           010-1014-519104         Prof Services-Engring         34,000 <td< td=""><td>010-1002-531280</td><td>Employee Events</td><td>6,000</td><td>680</td><td>-</td><td>6,680</td></td<>	010-1002-531280	Employee Events	6,000	680	-	6,680
010-1002-534000         Non-Capital Equipment         1,000         671         -         1,671           010-1005-501001         Salaries - Regular         149,788         -         6,000         143,788           010-1005-501002         Prof Services-Legal         20,439         -         1,000         19,439           010-1005-531200         Postage         125         59         -         184           010-1005-531215         Dues & Subscriptions         8,000         265         -         8,265           010-1005-531225         Training/Training         6,250         1,500         -         7,750           010-1005-531225         Training/Training         26,775         -         15,000         11,775           010-1010-519200         Contract Services         476,531         -         9,000         467,531           010-1010-534000         Non-Capital Equipment         83,801         -         3,900         79,901           010-1014-501010         Salaries - Regular         322,268         -         1,180         321,088           010-1014-521010         Office Supplies         8,000         -         1,000         2,000           010-1014-521010         Salaries - Regular         322,268	010-1002-532260	Service Excellence	300	1,700	-	2,000
010-1005-501001         Salaries - Regular         149,788         -         6,000         143,788           010-1005-502050         Retirement Expense         20,439         -         1,000         19,439           010-1005-519102         Prof Services-Legal         8,700         860         -         9,560           010-1005-531205         Dues & Subscriptions         8,000         265         -         8,265           010-1005-531225         Training/Training         6,250         1,500         -         7,750           010-1005-531225         Training/Training         26,775         -         15,000         11,775           010-1010-519200         Contract Services         476,531         -         9,000         467,531           010-1010-51010         Office Supplies         16,000         -         2,000         14,000           010-1010-534000         Non-Capital Equipment         83,801         -         3,900         79,901           010-1014-50101         Salaries - Regular         322,268         -         1,180         321,088           010-1014-519104         Prof Services-Engring         34,000         -         2,000         32,000           010-1014-521010         Office Supplies         8	010-1002-532400	Miscellaneous	2,600	-	2,000	600
010-1005-502050         Retirement Expense         20,439         -         1,000         19,439           010-1005-51102         Prof Services-Legal         8,700         860         -         9,560           010-1005-531200         Postage         125         59         -         184           010-1005-53125         Dues & Subscriptions         8,000         265         -         8,265           010-1005-531225         Training/Training         6,250         1,500         -         7,750           010-1005-531225         Training/Training         26,775         -         15,000         11,775           010-1010-519200         Contract Services         476,531         -         9,000         467,531           010-1010-521010         Office Supplies         16,000         -         2,000         14,000           010-1010-534000         Non-Capital Equipment         83,801         -         3,900         79,901           010-1010-534000         Non-Capital Equipment         3,200         -         1,180         322,088           010-1014-501001         Salaries - Overtime         3,200         -         1,000         2,000           010-1014-521010         Office Supplies         B,000         - </td <td>010-1002-534000</td> <td>Non-Capital Equipment</td> <td>1,000</td> <td>671</td> <td>-</td> <td>1,671</td>	010-1002-534000	Non-Capital Equipment	1,000	671	-	1,671
010-1005-519102         Prof Services-Legal         8,700         860         -         9,560           010-1005-531200         Postage         125         59         -         184           010-1005-531215         Dues & Subscriptions         8,000         265         -         8,265           010-1005-531225         Training/Training         6,250         1,500         -         7,750           010-1005-531225         Training/Training         26,775         -         15,000         11,775           010-1010-519200         Contract Services         476,531         -         9,000         467,531           010-1010-521010         Office Supplies         16,000         -         2,000         14,000           010-1014-501001         Salaries - Regular         322,268         -         1,180         321,088           010-1014-501010         Salaries - Noertime         3,200         -         1,000         2,000           010-1014-521010         Office Supplies         8,000         -         1,000         7,000           010-1014-521010         Office Supplies         8,000         -         1,000         7,000           010-120-523003         Utilities - Telephone & Internet         5,000 <td< td=""><td>010-1005-501001</td><td>Salaries - Regular</td><td>149,788</td><td>-</td><td>6,000</td><td>143,788</td></td<>	010-1005-501001	Salaries - Regular	149,788	-	6,000	143,788
010-1005-531200         Postage         125         59         -         184           010-1005-531215         Dues & Subscriptions         8,000         265         -         8,265           010-1005-531225         Training/Training         6,250         1,500         -         7,750           010-1007-531225         Training/Training         26,775         -         15,000         11,775           010-1010-519200         Contract Services         476,531         -         9,000         467,631           010-1010-521010         Office Supplies         16,000         -         2,000         14,000           010-1010-521010         Salaries - Regular         322,268         -         1,180         321,088           010-1014-50101         Salaries - Overtime         3,200         -         1,000         2,000           010-1014-519104         Prof Services-Engring         34,000         -         2,000         32,000           010-1014-521010         Office Supplies         8,000         -         1,000         7,000           010-1014-521010         Office Supplies         8,000         -         1,000         7,000           010-1200-523003         Utilities - Telephone & Internet         4,500	010-1005-502050	Retirement Expense	20,439	-	1,000	19,439
D10-1005-531215         Dues & Subscriptions         8,000         265         -         8,265           D10-1005-531225         Training/Training         6,250         1,500         -         7,750           D10-1007-531225         Training/Training         26,775         -         15,000         11,775           D10-1010-519200         Contract Services         476,531         -         9,000         467,531           D10-1010-521010         Office Supplies         16,000         -         2,000         14,000           D10-1010-534000         Non-Capital Equipment         83,801         -         3,900         79,901           D10-1014-501001         Salaries - Regular         322,268         -         1,180         321,088           D10-1014-501010         Salaries - Overtime         3,200         -         1,000         2,200           D10-1014-521010         Office Supplies         8,000         -         1,000         7,000           D10-1014-521010         Office Supplies         8,000         -         1,000         7,000           D10-1014-521010         Office Supplies         8,000         -         1,000         7,000           D10-1014-523003         Utilities - Telephone & Internet	010-1005-519102	Prof Services-Legal	8,700	860	-	9,560
D10-1005-531225         Training/Training         6,250         1,500         7,750           010-1007-531225         Training/Training         26,775         15,000         11,775           010-1010-519200         Contract Services         476,531         9,000         467,531           010-1010-521010         Office Supplies         16,000         2,000         14,000           010-1010-534000         Non-Capital Equipment         83,801         3,900         79,901           010-1014-501001         Salaries - Regular         322,268         1,180         321,000           010-1014-501010         Salaries - Overtime         3,200         1,000         2,200           010-1014-519104         Prof Services-Engring         34,000         2,000         32,000           010-1014-521010         Office Supplies         8,000         1,000         7,000           010-1014-523003         Utilities - Telephone & Internet         5,000         350         5,550           010-1200-523003         Utilities - Telephone & Internet         4,500         500         5,500           010-1200-532100         Grant Expense         -         630         -         5,300           010-1300-501001         Salaries - Regular         3,898,199	010-1005-531200	Postage	125	59	-	184
O10-1007-531225         Training/Training         26,775         -         15,000         11,775           010-1010-519200         Contract Services         476,531         -         9,000         467,531           010-1010-521010         Office Supplies         16,000         -         2,000         14,000           010-1010-534000         Non-Capital Equipment         83,801         -         3,900         79,901           010-1014-50101         Salaries - Regular         322,268         -         1,180         321,088           010-1014-501010         Salaries - Overtime         3,200         -         1,000         2,200           010-1014-51010         Salaries - Overtime         3,200         -         1,000         2,200           010-1014-51010         Office Supplies         8,000         -         1,000         7,000           010-1014-521010         Office Supplies         8,000         -         1,000         7,000           010-1014-523003         Utilities - Telephone & Internet         5,000         350         -         5,350           010-1200-532100         Grant Expense         -         630         -         630           010-1300-519200         Contract Services         73,360	010-1005-531215	Dues & Subscriptions	8,000	265	-	8,265
010-1010-519200         Contract Services         476,531         -         9,000         467,531           010-1010-521010         Office Supplies         16,000         -         2,000         14,000           010-1010-534000         Non-Capital Equipment         83,801         -         3,900         79,901           010-1014-501001         Salaries - Regular         322,268         -         1,180         321,088           010-1014-501010         Salaries - Overtime         3,200         -         1,000         2,200           010-1014-519104         Prof Services-Engring         34,000         -         2,000         32,000           010-1014-521010         Office Supplies         8,000         -         1,000         7,000           010-1014-523003         Utilities - Telephone & Internet         5,000         350         -         5,350           010-1200-523003         Utilities - Telephone & Internet         4,500         500         -         5,050           010-1300-53100         Grant Expense         -         630         -         630           010-1300-519200         Contract Services         73,360         13,700         -         87,060           010-1300-524030         R & M - Trucks	010-1005-531225	Training/Training	6,250	1,500	-	7,750
010-1010-521010         Office Supplies         16,000         -         2,000         14,000           010-1010-534000         Non-Capital Equipment         83,801         -         3,900         79,901           010-1014-501001         Salaries - Regular         322,268         -         1,180         321,088           010-1014-501010         Salaries - Overtime         3,200         -         1,000         2,200           010-1014-519104         Prof Services-Engring         34,000         -         2,000         32,000           010-1014-521010         Office Supplies         8,000         -         1,000         7,000           010-1014-523003         Utilities - Telephone & Internet         5,000         350         -         5,350           010-1200-523003         Utilities - Telephone & Internet         4,500         500         -         5,000           010-1300-501001         Garant Expense         -         630         -         630           010-1300-519200         Contract Services         73,360         13,700         -         87,660           010-1300-524030         R & M - Trucks         128,132         -         20,000         62,850           010-1300-524030         R & M - Trucks         <	010-1007-531225	Training/Training	26,775	-	15,000	11,775
010-1010-534000         Non-Capital Equipment         83,801         -         3,900         79,901           010-1014-501001         Salaries - Regular         322,268         -         1,180         321,088           010-1014-501010         Salaries - Overtime         3,200         -         1,000         2,200           010-1014-519104         Prof Services-Engring         34,000         -         2,000         32,000           010-1014-521010         Office Supplies         8,000         -         1,000         7,000           010-1014-523003         Utilities - Telephone & Internet         5,000         350         -         5,350           010-1200-523003         Utilities - Telephone & Internet         4,500         500         -         5,000           010-1200-532100         Grant Expense         -         630         -         630           010-1300-501001         Salaries - Regular         3,898,199         -         46,701         3,851,498           010-1300-519200         Contract Services         73,360         13,700         -         87,060           010-1300-524030         R & M - Trucks         128,132         -         20,000         62,850           010-1300-531100         Fuel <t< td=""><td>010-1010-519200</td><td>Contract Services</td><td>476,531</td><td>-</td><td>9,000</td><td>467,531</td></t<>	010-1010-519200	Contract Services	476,531	-	9,000	467,531
010-1014-501001         Salaries - Regular         322,268         -         1,180         321,088           010-1014-501010         Salaries - Overtime         3,200         -         1,000         2,200           010-1014-519104         Prof Services-Engring         34,000         -         2,000         32,000           010-1014-519104         Prof Services-Engring         34,000         -         2,000         32,000           010-1014-521010         Office Supplies         8,000         -         1,000         7,000           010-1014-523003         Utilities - Telephone & Internet         5,000         350         -         5,350           010-1200-523003         Utilities - Telephone & Internet         4,500         500         -         5,000           010-1200-523003         Utilities - Telephone & Internet         4,500         500         -         5,000           010-1200-523100         Grant Expense         -         630         -         630           010-1300-519200         Contract Services         73,360         13,700         -         87,060           010-1300-521100         Uniforms         82,850         -         20,000         62,850           010-1300-524030         R & M - Trucks	010-1010-521010	Office Supplies	16,000	-	2,000	14,000
010-1014-501010         Salaries - Overtime         3,200         -         1,000         2,200           010-1014-519104         Prof Services-Engring         34,000         -         2,000         32,000           010-1014-521010         Office Supplies         8,000         -         1,000         7,000           010-1014-523003         Utilities - Telephone & Internet         5,000         350         -         5,350           010-1200-523003         Utilities - Telephone & Internet         4,500         500         -         5,000           010-1200-523003         Utilities - Telephone & Internet         3,898,199         -         630         -         630           010-1300-501001         Salaries - Regular         3,898,199         -         46,701         3,851,498           010-1300-519200         Contract Services         73,360         13,700         -         87,060           010-1300-521100         Uniforms         82,850         -         20,000         62,850           010-1300-524030         R & M - Trucks         128,132         -         20,000         108,132           010-1300-531100         Fuel         152,000         -         17,967         134,033	010-1010-534000	Non-Capital Equipment	83,801	-	3,900	79,901
010-1014-519104Prof Services-Engring34,000-2,00032,000010-1014-521010Office Supplies8,000-1,0007,000010-1014-523003Utilities - Telephone & Internet5,000350-5,350010-1200-523003Utilities - Telephone & Internet4,500500-5,000010-1200-523003Utilities - Telephone & Internet4,500500-5,000010-1200-523003Utilities - Telephone & Internet4,500500-630010-1200-532100Grant Expense-630-630010-1300-501001Salaries - Regular3,898,199-46,7013,851,498010-1300-519200Contract Services73,36013,700-87,060010-1300-521100Uniforms82,850-20,00062,850010-1300-524030R & M - Trucks128,132-20,000108,132010-1300-531100Fuel152,000-17,967134,033	010-1014-501001	Salaries - Regular	322,268	-	1,180	321,088
010-1014-521010         Office Supplies         8,000         -         1,000         7,000           010-1014-523003         Utilities - Telephone & Internet         5,000         350         -         5,350           010-1200-523003         Utilities - Telephone & Internet         4,500         500         -         5,000           010-1200-523003         Utilities - Telephone & Internet         4,500         500         -         5,000           010-1200-532100         Grant Expense         -         630         -         630           010-1300-501001         Salaries - Regular         3,898,199         -         46,701         3,851,498           010-1300-519200         Contract Services         73,360         13,700         -         87,060           010-1300-521100         Uniforms         82,850         -         20,000         62,850           010-1300-524030         R & M - Trucks         128,132         -         20,000         108,132           010-1300-531100         Fuel         152,000         -         17,967         134,033	010-1014-501010	Salaries - Overtime	3,200	-	1,000	2,200
010-1014-523003         Utilities - Telephone & Internet         5,000         350         -         5,350           010-1200-523003         Utilities - Telephone & Internet         4,500         500         -         5,000           010-1200-523003         Utilities - Telephone & Internet         4,500         500         -         5,000           010-1200-532100         Grant Expense         -         630         -         630           010-1300-501001         Salaries - Regular         3,898,199         -         46,701         3,851,498           010-1300-519200         Contract Services         73,360         13,700         -         87,060           010-1300-521100         Uniforms         82,850         -         20,000         62,850           010-1300-524030         R & M - Trucks         128,132         -         20,000         108,132           010-1300-531100         Fuel         152,000         -         17,967         134,033	010-1014-519104	Prof Services-Engring	34,000	-	2,000	32,000
010-1200-523003Utilities - Telephone & Internet4,500500-5,000010-1200-532100Grant Expense-630-630010-1300-501001Salaries - Regular3,898,199-46,7013,851,498010-1300-519200Contract Services73,36013,700-87,060010-1300-521100Uniforms82,850-20,00062,850010-1300-524030R & M - Trucks128,132-20,000108,132010-1300-531100Fuel152,000-17,967134,033	010-1014-521010	Office Supplies	8,000	-	1,000	7,000
010-1200-532100Grant Expense-630-630010-1300-501001Salaries - Regular3,898,199-46,7013,851,498010-1300-519200Contract Services73,36013,700-87,060010-1300-521100Uniforms82,850-20,00062,850010-1300-524030R & M - Trucks128,132-20,000108,132010-1300-531100Fuel152,000-17,967134,033	010-1014-523003	Utilities - Telephone & Internet	5,000	350	-	5,350
010-1300-501001Salaries - Regular3,898,199-46,7013,851,498010-1300-519200Contract Services73,36013,700-87,060010-1300-521100Uniforms82,850-20,00062,850010-1300-524030R & M - Trucks128,132-20,000108,132010-1300-531100Fuel152,000-17,967134,033	010-1200-523003	Utilities - Telephone & Internet	4,500	500	-	5,000
010-1300-519200         Contract Services         73,360         13,700         -         87,060           010-1300-521100         Uniforms         82,850         -         20,000         62,850           010-1300-524030         R & M - Trucks         128,132         -         20,000         108,132           010-1300-531100         Fuel         152,000         -         17,967         134,033	010-1200-532100	Grant Expense	-	630	-	630
010-1300-521100         Uniforms         82,850         -         20,000         62,850           010-1300-524030         R & M - Trucks         128,132         -         20,000         108,132           010-1300-531100         Fuel         152,000         -         17,967         134,033	010-1300-501001	Salaries - Regular	3,898,199	-	46,701	3,851,498
010-1300-524030         R & M - Trucks         128,132         -         20,000         108,132           010-1300-531100         Fuel         152,000         -         17,967         134,033	010-1300-519200	Contract Services	73,360	13,700	-	87,060
010-1300-531100 Fuel 152,000 - 17,967 134,033	010-1300-521100	Uniforms	82,850	-	20,000	62,850
	010-1300-524030	R & M - Trucks	128,132		20,000	108,132
	010-1300-531100	Fuel	152,000	-	17,967	134,033
010-1300-531600 Lease/Rental - Equipment - 46,840 - 46,840	010-1300-531600	Lease/Rental - Equipment	-	46,840	-	46,840
010-1300-554002 Capital Outlay - Vehicles - 1,300 - 1,300	010-1300-554002	Capital Outlay - Vehicles	-	1,300	-	1,300

010-1400-501011	Salaries - Holiday Pay	106,926	44,000	-	150,926
010-1400-519103	Prof Services-Medical	44,500	-	1,000	43,500
010-1400-521010	Office Supplies	23,700	-	5,000	18,700
010-1400-521100	Uniforms	65,750	-	17,739	48,011
010-1400-524010	R & M - Bulidings	41,000	-	6,000	35,000
010-1400-524030	R & M - Trucks	149,864		20,000	129,864
010-1400-531100	Fuel	81,000		15,000	66,000
010-1400-531225	Training/Training	69,650	-	10,000	59,650
010-1400-532400	Miscellaneous	10,500	-	2,000	8,500
010-1400-534000	Non-Capital Equipment	97,900	-	10,000	87,900
010-1502-501001	Salaries - Regular	356,745	8,100	-	364,845
010-1502-519104	Prof Services-Engring	9,840	-	9,840	-
010-1502-519200	Contract Services	65,400	-	15,000	50,400
010-1502-532299	Miscellaneous Program Expenditures	6,000	-	2,500	3,500
010-1502-532400	Miscellaneous	3,000	-	3,000	-
010-1502-534000	Non-Capital Equipment	20,805	-	6,500	14,305
010-1521-501010	Salaries - Overtime	15,000	-	4,000	11,000
010-1521-519200	Contract Services	23,380	-	10,000	13,380
010-1521-521001	Supplies & Materials	30,000	-	5,000	25,000
010-1521-521010	Office Supplies	4,000	-	2,500	1,500
010-1521-524030	R & M - Trucks	38,000	-	10,000	28,000
010-1521-531100	Fuel	7,000	-	2,000	5,000
010-1521-554001	Capital Outlay - Equipment/Other Than Vehicles	20,200	-	9,000	11,200
010-1523-501012	Salaries - Standby Pay	2,500	-	1,500	1,000
010-1523-502001	Fica Tax Expense	10,531	-	1,000	9,531
010-1523-519200	Contract Services	155,000	18,400	-	173,400
010-1523-554001	Capital Outlay - Equipment/Other Than Vehicles	10,170	-	10,000	170
010-1525-501002	Salaries - Board/ Part Time/Temp/Aux	10,000	-	2,000	8,000
010-1525-502001	Fica Tax Expense	39,776	-	1,000	38,776
010-1525-502005	Group Med & Life Ins	101,611	-	7,000	94,611
010-1525-521100	Uniforms	6,500	-	1,000	5,500
010-1525-523003	Utilities - Telephone & Internet	5,000	-	1,000	4,000
010-1525-531225	Training/Training	8,000	-	5,000	3,000
010-1525-554001	Capital Outlay - Equipment/Other Than Vehicles	20,000	-	20,000	-
010-1535-519200	Contract Services	143,000	-	30,000	113,000
010-1535-521001	Supplies & Materials	9,500	-	8,000	1,500

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Section 5, Item S.

010-1535-522001	Chemicals	5,000	-	5,000	-
010-1555-501001	Salaries - Regular	508,625	-	15,000	493,625
010-1555-519104	Prof Services-Engring	6,000	-	6,000	-
010-1555-521060	Educational Supplies	1,000	-	1,000	-
010-1555-531225	Training/Training	12,500	-	6,000	6,500
010-1555-531705	Damage Claims	-	1,200	-	1,200
010-1555-555001	Capital Outlay - Street/Bridge/Sidewalk/Greenway	-	6,500	-	6,500
010-1556-554001	Capital Outlay - Equipment/Other Than Vehicles	-	76,000	-	76,000
010-1560-501001	Salaries - Regular	200,760	-	10,000	190,760
010-1560-519200	Contract Services	10,000	-	5,000	5,000
010-1560-531705	Damage Claims	-	500	-	500
010-7855-502055	Retiree Insurance	-	150	-	150
FUND 010	TOTAL REVENUES	27,297,241	1,869,710	2,085,625	26,977,581
General Fund	TOTAL EXPENDITURES	11,082,464	345,912	561,827	10,866,549

A budget amendment in the General Fund to increase revenues and expenditure accounts where appropriate as the City approaches end-ofyear. Increased funds will be used for priortiy items within the General Fund Fund including salaries, benefits, and operating expenditures.

The City Manager and City Clerk certify budget ordinance amendment 07022025-01 was approved by City Council on July 2, 2025.

City Manager

City Clerk

Date

Date

#### TO MAYOR & COUNCIL APPROVAL: July 2, 2025

#### Section 5, Item S.

#### FISCAL YEAR 2025 FORM: 07022025-02

### BUDGET AMENDMENT

	FUND 060					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	<b>REVISED BUDGET</b>	
060-0000-430003	Rental Income-Non Taxable	7,760	4,700	-	12,460	
060-0000-430501	Water Sales - General	17,050,000	92,900	-	17,142,900	
060-0000-430502	Water Sales - Miscellaneous	7,120	2,833	-	9,953	
060-0000-430701	Sewer Charges	7,700,000	250,000	-	7,950,000	
060-0000-430702	Sewer Septic Tank Disposal	150,000	83,000	-	233,000	
060-0000-431001	Lease Revenue	15,000	10,900	-	25,900	
060-0000-444001	Water Permits & Fees	95,000	-	60,000	35,000	
060-0000-444102	W&S Inspection Line Fees	50,000	12,300	-	62,300	
060-0000-445201	Utility Billing Service Charges	67,000	55,000	-	122,000	
060-0000-445202	Sewer Surcharges	139,000	97,000	-	236,000	
060-0000-445401	Water Tap Fees	302,500	65,000	-	367,500	
060-0000-450001	Interest Income	178,000	128,000	-	306,000	
060-0000-460001	Miscellaneous Income	25,000	2,100	-	27,100	
060-0000-460120	Refunds/Rebates	15,000	670	-	15,670	
060-0000-460130	Warranty Fees - Service Partners	11,000	4,600	-	15,600	
060-0000-470900	Fund Balance Appropriated	2,032,437	-	533,291	1,499,146	
060-1001-502005	Group Med & Life Ins	15,140	1,650	-	16,790	
060-1002-501001	Salaries - Regular	476,623	5,100	-	481,723	
060-1002-501010	Salaries - Overtime	2,400	-	2,400	-	
060-1002-502056	COH Match Retirement Expense	5,820	2,440	-	8,260	
060-1002-502091	Worker's Comp Ins	2,899	260	-	3,159	
060-1002-531215	Dues & Subscriptions	-	50	-	50	
060-1002-531225	Training/Training	1,100	135	-	1,235	
060-1002-531265	Drug Testing	-	255	-	255	
060-1002-532260	Service Excellence	-	375	-	375	
060-1002-551000	Capital Outlay - Land, Easements, Row	125,000	128,222	-	253,222	
060-1005-519200	Contract Services	12,500	-	12,500	-	
060-1005-531225	Training/Training	6,250	-	1,000	5,250	
060-1007-501001	Salaries - Regular	186,831	2,900	-	189,731	
060-1007-521010	Office Supplies	-	20	-	20	
060-1007-531225	Training/Training	26,775	-	10,000	16,775	
060-1008-501001	Salaries - Regular	901,267	-	50,000	851,267	
060-1008-502005	Group Med & Life Ins	199,466	-	30,000	169,466	

#### Section 5, Item S.

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060-1008-531260	Credit Card Processing Fees	150,000	78,000	-	228,000
060-1010-501001	Salaries - Regular	197,556	33,000	-	230,556
060-1010-502001	Fica Tax Expense	16,613	100	-	16,713
060-1010-502005	Group Med & Life Ins	22,521	1,150	-	23,671
060-1010-502050	Retirement Expense	28,468	2,400	-	30,868
060-1010-519200	Contract Services	237,506	7,750	-	245,256
060-1010-523004	Cellphone Stipend	3,200	-	2,000	1,200
060-1010-531100	Fuel	-	90	-	90
060-1010-531225	Training/Training	4,000	-	4,000	-
060-1502-502005	Group Med & Life Ins	4,149	730	-	4,879
060-1521-519200	Contract Services	14,700	-	14,000	700
060-1523-501001	Salaries - Regular	106,532	-	2,000	104,532
060-1523-501010	Salaries - Overtime	3,200	1,020	-	4,220
060-1523-502005	Group Med & Life Ins	16,524	460	-	16,984
060-7002-519104	Prof Services-Engring	19,600	-	10,000	9,600
060-7002-519200	Contract Services	112,500	-	9,000	103,500
060-7002-523004	Cellphone Stipend	2,000	-	2,000	-
060-7002-524010	R & M - Bulidings	3,000	-	3,000	-
060-7002-524020	R & M - Equipment	2,500	-	2,500	-
060-7002-531225	Training/Training	25,000	-	6,000	19,000
060-7002-540001	Special Appropriations	5,000	-	5,000	-
060-7032-501010	Salaries - Overtime	12,000	3,700	-	15,700
060-7032-502001	Fica Tax Expense	34,870	2,000	-	36,870
060-7032-502005	Group Med & Life Ins	78,454	7,600	-	86,054
060-7032-502050	Retirement Expense	59,612	3,250	-	62,862
060-7032-502055	Retiree Insurance	17,486	7,100	-	24,586
060-7032-521001	Supplies & Materials	72,000	-	4,000	68,000
060-7032-521100	Uniforms	7,000	-	1,000	6,000
060-7032-523003	Utilities - Telephone & Internet	12,700	3,200	-	15,900
060-7032-524010	R & M - Bulidings	46,000	-	25,000	21,000
060-7032-531700	Liab & Prop Ins & Bonds	31,147	816	-	31,963
060-7032-539990	FEMA Reimbursable Expenditures	-	2,289	-	2,289
060-7035-502055	Retiree Insurance	-	12,500	-	12,500
060-7035-502056	COH Match Retirement Expense	6,207	415	-	6,622
060-7035-502091	Worker's Comp Ins	7,321	780	-	8,101
060-7035-552001	Capital Outlay - Buildings	35,000	-	35,000	-
060-7050-501001	Salaries - Regular	464,720	_	15,000	449,720
060-7050-501910	Salaries - FEMA Overtime	-	6,000	-	6,000

060-7050-502050	Retirement Expense	61,121	2,000	-	63,121
060-7050-502055	Retiree Insurance	-	13,800	-	13,800
060-7050-502056	COH Match Retirement Expense	2,155	1,550	-	3,705
060-7050-502910	FEMA Overtime - FICA & Benefits Expense	_,	1,270	-	1,270
060-7050-521001	Supplies & Materials	15,000	8,600	-	23,600
060-7050-523003	Utilities - Telephone & Internet	21,000	4,700	-	25,700
060-7050-524030	R & M - Trucks	20,000	4,000	-	24,000
060-7050-531100	Fuel	23,000	2,500	-	25,500
060-7050-531700	Liab & Prop Ins & Bonds	2,187	350	-	2,537
060-7055-501025	Salaries - Uniform/Taxab	500	4,300	-	4,800
060-7055-502050	Retirement Expense	199,208	10,500	-	209,708
060-7055-502055	Retiree Insurance	-	12,500	-	12,500
060-7055-502056	COH Match Retirement Expense	10,344	2,150	-	12,494
060-7055-523003	Utilities - Telephone & Internet	900	13,000	-	13,900
060-7055-524030	R & M - Trucks	75,000	-	10,000	65,000
060-7055-531225	Training/Training	18,000	950	-	18,950
060-7055-531700	Liab & Prop Ins & Bonds	37,370	540	-	37,910
060-7055-555003	Capital Outlay - Plants, Pump Stations	-	2,600	-	2,600
060-7132-501001	Salaries - Regular	261,569	-	25,000	236,569
060-7132-501010	Salaries - Overtime	2,500	5,300	-	7,800
060-7132-502055	Retiree Insurance	8,612	12,500	-	21,112
060-7135-501001	Salaries - Regular	603,476	20,500	-	623,976
060-7135-501010	Salaries - Overtime	4,000	3,200	-	7,200
060-7135-501014	Salaries - Shift Diff	3,000	1,050	-	4,050
060-7135-501030	Salaries - Incentive Payments	9,000	1,000	-	10,000
060-7135-502001	Fica Tax Expense	47,721	1,500	-	49,221
060-7135-502005	Group Med & Life Ins	99,723	2,250	-	101,973
060-7135-502050	Retirement Expense	84,837	2,350	-	87,187
060-7135-502055	Retiree Insurance	-	11,750	-	11,750
060-7135-502056	COH Match Retirement Expense	3,485	1,250	-	4,735
060-7135-519200	Contract Services	66,000	10,300	-	76,300
060-7135-521050	Laboratory Supplies	25,000	3,000	-	28,000
060-7135-531210	Permits, License And Fees	8,000	2,600	-	10,600
060-7135-531225	Training/Training	5,000	610	-	5,610
060-7150-501910	Salaries - FEMA Overtime	-	3,010	-	3,010
060-7150-502001	Fica Tax Expense	18,008	580	-	18,588
060-7150-502050	Retirement Expense	32,014	1,180	-	33,194
060-7150-502056	COH Match Retirement Expense	1,352	770	-	2,122

060-7150-502910	FEMA Overtime - FICA & Benefits Expense	-	640	-	640
060-7150-519200	Contract Services	-	155	-	155
060-7155-502001	Fica Tax Expense	55,085	2,650	-	57,735
060-7155-502050	Retirement Expense	97,929	5,400	-	103,329
060-7155-502056	COH Match Retirement Expense	5,095	1,050	-	6,145
060-7155-502091	Worker's Comp Ins	4,298	3,050	-	7,348
060-7155-519104	Prof Services-Engring	20,000	-	2,600	17,400
FUND 060	TOTAL REVENUES	25,801,380	809,003	593,291	26,545,783
Water & Sewer	TOTAL EXPENDITURES	5,772,645	498,712	283,000	5,988,357

A budget amendment in the Water and Sewer Fund to increase revenues and expenditure accounts where appropriate as the City approaches end-of-year. Increased funds will be used for priortiy items within the Water and Sewer Fund including salaries, benefits, and operating expenditures.

The City Manager and City Clerk certify budget ordinance amendment 07022025-02 was approved by City Council on July 2, 2025.

City Manager

Date

Date

#### Section 5, Item S.

#### **BUDGET AMENDMENT FUND 020 EXISTING BUDGET** ACCOUNT NUMBER **ACCOUNT DESCRIPTION INCREASE** DECREASE 020-0000-400102 Prior Years Ad Valorem Taxes 1,975 2,400 -020-0000-400150 Tax - Interest 540 -020-0000-450001 Vendor Permits 25 --020-0000-410001 Local Sales & Use Tax 336,375 15,000 -1,380 240 020-0000-460001 Interest Income -020-0000-470900 Fund Balance Appropriations 182,719 -15,000 Salaries - Regular 020-1002-501001 7,883 65 -**Contract Services** 2,345 020-1002-519200 68 -Salaries - Regular 65 020-1007-501001 4.269 -020-1008-501030 Salaries - Incentive Payments 40 40 -020-1008-502005 Group Med & Life Ins 578 100 -020-1010-501001 Salaries - Regular 903 20 -Contract Services 12.489 500 020-1010-519200 -020-1502-501001 Salaries - Regular 70 11,512 -**FUND 020** TOTAL REVENUES 339,730 18,205 15,000 Main St MSD Fund TOTAL EXPENDITURES 37,742 3,205

A budget amendment in the Downtown Fund to increase revenues and expenditure accounts where appropriate as the City approaches end-of-year. Increative used for priority items within the Downtown Fund including salaries, benefits, and operating expenditures.

The City Manager and City Clerk certify budget ordinance amendment 07022025-03 was approved by City Council on July 2, 2025.

City Manager

#### SCAL YEAR 2025 RM: 07022025-03

<b>REVISED BUDGET</b>
4,375
540
25
351,375
1,620
167,719
7,948
2,413
4,334
80
678
923
12,989
11,582
357,935
40,947
ased funds will be

Date

### **BUDGET AMENDMENT**

	FUND 021			
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE
021-0000-400110	Ad Valorem Taxes - DMV	3,900	2,300	-
021-0000-400150	Tax - Interest	-	210	-
021-0000-410001	Local Sales & Use Tax	63,000	7,340	-
021-0000-450001	Interest Income	830	500	-
021-0000-470900	Fund Balance Appropriation	46,543	-	7,340
021-2202-519200	Supplies & Materials	21,965	3,010	-
FUND 021	TOTAL REVENUES	114,273	10,350	7,340
7th Ave MSD Fund	TOTAL EXPENDITURES	21,965	3,010	-

A budget amendment in the 7th Avenue Fund to increase revenues and expenditure accounts where appropriate as the City approaches end-of-year. Incre used for priority items within the 7th Avenue Fund including salaries, benefits, and operating expenditures.

The City Manager and City Clerk certify budget ordinance amendment 07022025-04 was approved by City Council on July 2, 2025.

City Manager

City Clerk

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#### SCAL YEAR 2025 RM: 07022025-04

REVISED BUDGET
6,200
210
70,340
1,330
39,203
24,975
117,283
24,975
ased funds will be

Date

## BUDGET AMENDMENT

FUND 064				
ACCOUNT NUMBER		EXISTING BUDGET	INCREASE	DECREASE
064-0000-450001	Interest Income	2,000	800	-
064-0000-460020	Parking Violations	28,700	50,360	-
064-0000-470100	Transfers In	-	38,570	-
064-1002-501001	Salaries - Regular	15,647	225	-
064-1002-501030	Salaries - Incentive Payments	-	155	-
064-1002-501901	Salaries - FEMA Regular	-	255	-
064-1002-501920	Salaries - FEMA Non-Reimburseable	-	600	-
064-1002-502920	FEMA Non-Reimburseable - FICA & Benefits Expens	-	150	-
064-1007-501001	Salaries - Regular	8,538	185	-
064-1010-502005	Group Med & Life Ins	174	20	-
064-1502-501030	Salaries - Incentive Payments	-	100	-
064-1560-501001	Salaries - Regular	32,955	4,650	-
064-1560-501010	Salaries - Overtime	1,250	500	-
064-1560-501012	Salaries - Standby Pay	3,000	170	-
064-1560-501030	Salaries - Incentive Payments	-	600	-
064-1560-502001	Fica Tax Expense	2,521	650	-
064-1560-502050	Retirement Expense	4,482	1,300	-
064-1560-502056	COH Match Retirement Expense	462	170	-
064-7455-531210	Permits, Licenses And Fees	80,000	80,000	-
FUND 064	TOTAL REVENUES	30,700	89,730	-
Parking Fund	TOTAL EXPENDITURES	149,028	89,730	-

A budget amendment in the Parking Fund to increase revenues and expenditure accounts where appropriate as the City approaches end-of -year. Increase for priortiy items within the Parking Fund including salaries, benefits, and operating expenditures.

The City Manager and City Clerk certify budget ordinance amendment 07022025-05 was approved by City Council on July 2, 2025.

City Manager

City Clerk

FIS FOF

#### SCAL YEAR 2025 RM: 07022025-05

<b>REVISED BUDGET</b>
2,800
79,060
38,570
15,872
155
255
600
150
8,723
194
100
37,605
1,750
3,170
600
3,171
5,782
632
160,000
120,430
238,758
ed funds will be used

Date

## **BUDGET AMENDMENT**

FUND 067				
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE
067-0000-447000	Stormwater Permits	1,000	2,500	-
067-0000-450001	Interest Income	50	1,110	-
067-0000-470030	Insurance Proceeds	43,517	2,970	-
067-1002-501001	Salaries - Regular	33,553	2,350	-
067-1002-501030	Salaries - Incentive Payments	-	310	-
067-1002-539005	Health And Welfare Expenditures	3,636	-	2,350
067-1005-501001	Salaries - Regular	8,466	500	-
067-1005-501030	Salaries - Incentive Payments	-	60	-
067-1005-502005	Group Med & Life Ins	530	160	-
067-1007-501001	Salaries - Regular	12,807	1,000	-
067-1008-501001	Salaries - Regular	39,372	-	3,000
067-1010-501030	Salaries - Incentive Payments	-	100	-
067-1014-501001	Salaries - Regular	41,512	600	-
067-1014-501030	Salaries - Incentive Payments	-	450	-
067-1014-502050	Retirement Expense	5,646	450	-
067-1014-502056	COH Match Retirement Expense	240	300	-
067-1014-502091	Worker's Comp Ins	338	250	-
067-1502-501030	Salaries - Incentive Payments	-	250	-
067-1502-502005	Group Med & Life Ins	3,279	1,300	-
067-1502-502056	COH Match Retirement Expense	210	250	-
067-1525-501001	Salaries - Regular	157,684	5,000	-
067-1525-501010	Salaries - Overtime	-	2,000	-
067-1525-501030	Salaries - Incentive Payments	-	3,250	-
067-1525-502056	COH Match Retirement Expense	520	600	-
067-1525-502091	Worker's Comp Ins	2,161	250	-
067-7555-501001	Salaries - Regular	163,088	10,000	-
067-7555-502050	Retirement Expense	22,180	1,000	-
067-7555-502056	COH Match Retirement Expense	2,160	1,350	-
067-7555-502091	Worker's Comp Ins	1,327	150	-
067-7555-519200	Contract Services	177,500	-	60,000
067-7555-521040	Construction & Repair Supplies	50,000	-	20,000

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067-7555-551000	Capital Outlay - Land, Easements, Row	-	10,000	-
067-7555-553000	Capital Outlay - Land Improvements	-	50,000	-
FUND 067	TOTAL REVENUES	44,567	6,580	-
Stormwater Fund	TOTAL EXPENDITURES	726,210	91,930	85,350

A budget amendment in the Stormwater Fund to increase revenues and expenditure accounts where appropriate as the City approaches end-of-year. Increused for priortiy items within the Stormwater Fund including salaries, benefits, and operating expenditures.

The City Manager and City Clerk certify budget ordinance amendment 07022025-06 was approved by City Council on July 2, 2025.

City Manager

SCAL YEAR 2025 RM: 07022025-06

REVISED	BUDGET
ILVIOLD	3,500
	1,160
	46,487
	35,903
	310
	1,286
	8,966
	<u> </u>
	690
	13,807
	36,372
	100
	42,112
	450
	6,096
	540
	588
	250
	4,579
	460
	162,684
	2,000
	3,250
	1,120
	2,411
	173,088
	23,180
	3,510
	1,477
	117,500
	30,000

10,000
50,000
51,147
732,790
ased funds will be

Date

### **BUDGET AMENDMENT**

FUND 068					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	
068-0000-430801	Waste Disposal Fees-Residental	1,540,000	20,000	-	
068-0000-430802	Waste Disposal Fees-Commercial	260,000	-	7,500	
068-0000-430803	Solid Waste Disposal Tax	3,370	6,400	-	
068-0000-440014	Environmental Services Fee	420	480	-	
068-1002-501001	Salaries - Regular	23,470	1,200	-	
068-1002-502056	COH Match Retirement Expense	523	150	-	
068-1007-502050	Retirement Expense	1,742	50	-	
068-1007-523004	Cellphone Stipend	45	15	-	
068-1502-501001	Salaries - Regular	63,991	1,100	-	
068-1502-502005	Group Med & Life Ins	11,653	1,000	-	
068-1502-502050	Retirement Expense	8,662	500	-	
068-1521-519200	Contract Services	2,940	-	2,900	
068-7855-519200	Contract Services	56,000	10,000	-	
068-7855-524030	R&M Trucks	62,500	8,265	-	
FUND 068	TOTAL REVENUES	1,803,790	26,880	7,500	
Env. Service Fund	TOTAL EXPENDITURES	231,525	22,280	2,900	

A budget amendment in the Environmental Services Fund to increase revenues and expenditure accounts where appropriate as the City approaches end-or funds will be used for priortiy items within the Environmental Services Fund including salaries, benefits, and operating expenditures.

The City Manager and City Clerk certify budget ordinance amendment 07022025-07 was approved by City Council on July 2, 2025.

City Manager

#### SCAL YEAR 2025 RM: 07022025-07

<b>REVISED BUDGET</b>
1,560,000
252,500
9,770
900
24,670
673
1,792
60
65,091
12,653
9,162
40
66,000
70,765
1,823,170
250,905
f-year. Increased

Date

#### Section 5, Item S.

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#### **BUDGET AMENDMENT**

#### FUND 010 | 410

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE
010-0000-470100	Transfer In (from 410,# 91019)	45,210	490,529	-
010-0000-470900	Fund Balance Appropriated	1,112,756	-	490,529
FUND 010	TOTAL REVENUES	-	490,529	490,529
General Fund	TOTAL EXPENDITURES	-	-	-
410-0000-470100-19019	Transfer In (from 010)	415,529	-	-
410-0000-420050-19019	Grant Revenue (Stormwater)	70,000	-	-
410-0000-470010-19019	Bond Proceeds (2022 IFC)	13,587,606	-	-
410-1002-550102-19019	Capital Outlay - Services and Fees	-	-	-
410-1002-550103-19019	Capital Outlay - CIP	14,073,135	-	490,529
410-1002-598901-19019	Transfer Out (to 010)	-	490,529	-
FUND 410	TOTAL REVENUES	14,073,135	-	-
(Fire Station #1)	TOTAL EXPENDITURES	14,073,135	490,529	490,529

A budget amendment to transferring remaining funds from the Fire Station 1 Project (19019) into the General Fund The City Manager and City Clerk certify budget ordinance amendment 07022025-08 was approved by City Council on July 2, 2025.

City Manager

SCAL YEAR 2025 RM: 07022025-08

REVISED BUDGET
535,739
622,227
-
_
415,529
70,000
13,587,606
-
13,582,606
490,529
14,073,135
14,073,135

Date

#### **BUDGET AMENDMENT**

#### FUND 010 | 410

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE
010-0000-470100	Transfer In (from 410,# 00023)	535,739	28,615	-
010-0000-470900	Fund Balance Appropriated	622,227	-	28,615
Fund 010	TOTAL REVENUES	-	28,615	28,615
General Fund	TOTAL EXPENDITURES	-	-	-
410-0000-470010-00023	Debt Issued	559,650	-	-
410-0000-598901-00023	Transfer Out	-	28,615	-
410-1502-554001-00023	Capital Outlay Equipment (Pothole Patcher)	258,260	-	-
410-1300-554002-00023	Capital Outlay - Vehicles	301,390	-	28,615
FUND 410	TOTAL REVENUES	559,650	-	-
FOND 410	TOTAL EXPENDITURES	559,650	28,615	28,615

A budget amendment to reflect the closeout of Project #00023, tranferring the remaining funds into the General Fund.

The City Manager and City Clerk certify budget ordinance amendment 07022025-09 was approved by City Council on July 2, 2025.

City Manager

#### L YEAR 2025 07022025-09

REVISED
BUDGET
564,354
593,612
-
-
559,650
28,615
258,260
272,775
559,650
559,650

Date

#### **BUDGET AMENDMENT**

#### **FUND 301**

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
301-0000-470100-G2302	Transfer In (From 010)	-	261	-	261
301-0000-420050-G2302	Grant Revenue	25,000	-	-	25,000
301-1300-501010-G2302	Overtime (HPD)	20,720	261	-	20,981
301-1300-502001-G2302	FICA Tax Expenses	1,579	-	-	1,579
301-1300-502050-G2302	Retirement Expenses	2,701	-	-	2,701
FUND 410	TOTAL REVENUES	25,000	261	-	25,261
1010 410	TOTAL EXPENDITURES	25,000	261	-	25,261

The City Manager and City Clerk certify budget ordinance amendment 07022025-10 was approved by City Council on July 2, 2025.

City Manager

City Clerk

Date

Date

#### FISCAL YEAR 2025 FORM: 07022025-10

308

#### TO MAYOR & COUNCIL APPROVAL: July 2, 2025

#### **BUDGET AMENDMENT**

#### FUND 301

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
301-0000-470100-G2303	Transfer In (From 010)	-	14,581	-	14,581
301-0000-420050-G2303	Grant Revenue	53,625	-	-	53,625
301-0000-519200-G2303	Contracted Services	53,625	14,581	-	68,206
FUND 301	TOTAL REVENUES	53,625	14,581	-	68,206
FUND 301	TOTAL EXPENDITURES	53,625	14,581	-	68,206
A budget amendment reflecting a	A budget amendment reflecting a transfer in to project #G2303 to cover nonreimbursable expenditures.				

The City Manager and City Clerk certify budget ordinance amendment 07022025-11 was approved by City Council on July 2, 2025.

City Manager

City Clerk

Date

Date

#### FISCAL YEAR 2025 FORM: 07022025-11

#### **BUDGET AMENDMENT**

#### FUND 301

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
301-0000-470100-G2304	Transfer In (From 010)	-	13,386	-	13,386
301-0000-420050-G2304	Grant Revenue	39,650	-	-	39,650
301-0000-519200-G2304	Contracted Services	39,650	13,386	-	53,036
FUND 301	TOTAL REVENUES	39,650	13,386	-	53,036
FOND 301	TOTAL EXPENDITURES	39,650	13,386	-	53,036
A budget amendment reflecting a transfer in to project #G2304 to cover nonreimbursable expenditures.					

The City Manager and City Clerk certify budget ordinance amendment 07022025-12 was approved by City Council on July 2, 2025.

City Manager

City Clerk

Date

Date

FISCAL YEAR 2025

FORM: 07022025-12

309



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Jennifer Floyd	<b>MEETING DATE:</b>	07/02/2025
AGENDA SECTION:	CONSENT	DEPARTMENT:	Administration
TITLE OF ITEM:	July 2025 Budget Amendments –	Jennifer Floyd, Manag	gement Analyst

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

I move City Council adopt budget amendments 07022025-13, 07022025-14, and 07022025-15 as presented.

#### **SUMMARY:**

07022025-13: A budget amendment reflecting increases to the Health & Welfare Expenditure Accounts in 010 and 060 to cover the costs associated with the Pardee Health Clinic and MERP Claims
07022025-14: A budget amendment reflecting the transfer of Interest Income out of Project #21017 (\$360,316) into City Hall 3rd Floor Renovation Project, 23021 (\$40,000) and City Hall Exterior Phase II Project #23022 (\$350,316) to help cover the cost of additional capital expenditures in each project.
07022025-15: A budget amendment reflecting insurance proceeds for the repair of assets #65-20 (\$25,769) and #14-72 (\$1,466)

BUDGET IMPACT: Described Above

Is this expenditure approved in the current fiscal year budget?  $\ensuremath{\mathrm{N/A}}$ 

If no, describe how it will be funded.

#### **ATTACHMENTS:**

1. Budget Amendments 07022025-13, 07022025-14, and 07022025-15.

#### FISCAL YEAR 2025 FORM: 07022025-13

#### **BUDGET AMENDMENT**

#### FUND 010 | 060

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470900	Fund Balance Appropriated	1,427,831	71,264	-	1,499,095
010-1002-539005	Health & Welfare Expenditures	-	71,264	-	71,264
FUND 010	TOTAL REVENUES	1,427,831	71,264	-	1,499,095
FUND 010	TOTAL EXPENDITURES	-	71,264	-	71,264
060-0000-470900	Fund Balance Appropriated	1,499,146	48,736	-	1,547,882
060-1002-598901	Health & Welfare Expenditures	-	48,736	-	48,736
FUND 060	TOTAL REVENUES	1,499,146	48,736	-	1,596,618
FUND 000	TOTAL EXPENDITURES	-	48,736	-	48,736
A budget amendment reflecting	increases to the Health & Welfare Expenditure Accounts	in 010 and 060 to	o cover the costs a	associated with the	e Pardee Health

A budget amendment reflecting increases to the Health & Welfare Expenditure Accounts in 010 and 060 to cover the costs associated with the Pardee Health Clinic and MERP Claims

The City Manager and City Clerk certify budget ordinance amendment 07022025-13 was approved by City Council on July 2, 2025.

City Manager

Date

City Clerk

FISC FORM

#### **BUDGET AMENDMENT**

#### FUND 410

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	<b>REVISED BUDGET</b>	INCREASE	DECREASE
410-0000-470010-21017	Debt Proceeds (2023 IFC)	2,032,000	-	
410-0000-450001-21017	Interest Income	-	390,316	
410-0000-470100-21017	Transfer In (from 060 & 067, FY23)	4,393,000	-	
410-0000-470100-21017	Transfer In (from 060 FY24)	10,000		
410-1002-550103-21017	Capital Outlay - CIP	5,271,000		
410-1002-560900-21017	Cost of Issuance	80,000	-	
410-1002-598901-21017	Transfer Out (to #23021)	90,000	40,000	
410-1002-598901-21017	Transfer Out (to #23022)	994,000	350,316	
FUND 410 #21017	TOTAL REVENUES	6,435,000	390,316	-
City Hall & Ops Imprv.	TOTAL EXPENDITURES	6,435,000	390,316	-
410-0000-470100-23021	Transfer In (from #21017)	90,000	40,000	
410-1002-550103-23021	Capital Outlay - CIP	90,000	40,000	
FUND 410 #23021	TOTAL REVENUES	150,000	40,000	-
City Hall 3rd Floor	TOTAL EXPENDITURES	150,000	40,000	-
410-0000-470100-23022	Transfer In (from #21017)	994,000	350,316	
410-1002-550103-23022	Capital Outlay - CIP	994,000	350,316	
FUND 410 #23022	TOTAL REVENUES	1,032,500	350,316	-
City Hall Ext. Phase II	TOTAL EXPENDITURES	1,032,500	350,316	-

Exterior Phase II Project, #23022 (\$350,316) to help cover the cost of additional capital expenditures in each project.

The City Manager and City Clerk certify budget ordinance amendment 07022025-14 was approved by City Council on July 2, 2025.

City Manager

;AL YEAR 2025 И: 07022025-14

<b>REVISED BUDGET</b>
2,032,000
390,316
4,393,000
10,000
5,271,000
80,000
130,000
1,344,316
6,825,316
6,825,316
130,000
130,000
130,000
130,000
1,344,316
1,344,316
1,344,316
1,344,316
000) and City Hall

Date

#### FISCA FORM:

#### **BUDGET AMENDMENT**

#### FUND 060

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	
060-0000-470030	Insurance Proceeds	76,060	27,235	-	
060-7055-524030	R&M Trucks	65,000	27,235	-	
FUND 010	TOTAL REVENUES	76,060	27,235	-	
	TOTAL EXPENDITURES	65,000	27,235	-	
A budget amendment reflecting insurance proceeds for the repair of assets #65-20 (\$25,769) and #14-72 (\$1,466)					

The City Manager and City Clerk certify budget ordinance amendment 07022025-15 was approved by City Council on July 2, 2025.

City Manager

#### L YEAR 2025 07022025-15

REVISED BUDGET 103,295 92,235 103,295 92,235

Date



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Matthew Manley	MEETING DATE:	July 2, 2025
AGENDA SECTION:	Presentations	DEPARTMENT:	Community Development
TITLE OF ITEM:	Age-Friendly Community Action <i>Planning Manager</i>	Plan - Matthew Manl	ley, AICP – Long-Range

#### SUMMARY:

In February 2024, the City of Hendersonville was designated as an Age-Friendly Community by AARP. This designation not only reflects well on the City's efforts to serve our older residents and visitors, but it also opens up important funding opportunities - such as the recently implemented AARP Community Challenge Grant project which provided 3.7 miles of shared bike lane routes in key locations, 6 "petal rack" bike racks as seen downtown, and 2 bike repair stands (1 at MLK Park and 1 at Lennox Station).

In order to maintain this status as an AARP Age-Friendly Community, there are a couple of milestones that we are required to hit. One of these is to develop an Age-Friendly Community Action Plan. To this end, Planning Staff has been working with an MPA Candidate from WCU, Susan Enwright Hicks, to develop an Age-Friendly Plan for Hendersonville as her Capstone Project. Given how integrated older adults are in our planning processes, and for the sake of efficiency, the draft plan utilizes the recommendations that were developed for the Gen H Comp Plan and reorganizes them under AARP's 8 Domains of Livability (which is AARP's formula for establishing an age-friendly community). In addition to the list of implementation projects, the plan provides additional background info and resource links for each domain.

ATTACHMENTS:	<ol> <li>Draft City of Hendersonville 2025 Age-Friendly Community Action Plan</li> <li>Draft Resolution</li> </ol>
--------------	--

Resolution #\_\_\_\_

#### A RESOLUTION OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO ADOPT THE "CITY OF HENDERSONVILLE AGE-FRIENDLY COMMUNITY ACTION PLAN (2025)"

**WHEREAS**, North Carolina General Statue 143B-181.1A provides the establishment of state-level aging plans and support for local planning efforts addressing the needs of aging citizens; and

**WHEREAS,** 17% of the population of North Carolina is 65 years old or older, while 30.9% of the residents of the City of Hendersonville are 65 years old or older; and

**WHEREAS**, the City of Hendersonville applied for and was designated as an 'Age-Friendly Community' by AARP in February of 2024; and

**WHEREAS**, a distinction of an AARP Age-Friendly Community is that the designated community will develop an Age-Friendly Community Action Plan; and

**WHEREAS**, the City of Hendersonville recently developed and adopted the Gen H Comprehensive Plan which set forth goals, policies and programs intended to guide the present and future physical, social and economic development of the municipality; and

**WHEREAS**, in the development the Gen H Comprehensive Plan, the City of Hendersonville engaged in a robust community engagement effort with special emphasis on reaching older adult residents; and

**WHEREAS**, City of Hendersonville staff, with the assistance of Susan Enwright-Hicks - a Western Carolina University Master of Public Affairs recipient, and in collaboration with key stakeholders, developed an Age-Friendly Community Action Plan for the City of Hendersonville built upon the recommendations of the Gen H Comprehensive Plan; and

WHEREAS, the draft plan was presented to City Council at the public workshop on May 28, 2025; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hendersonville, North Carolina that the City of Hendersonville hereby adopts the City of Hendersonville Age-Friendly Community Action Plan.

Adopted this 2<sup>nd</sup> day of July 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 AGE-FRIENDLY COMMUNITY ACTION PLAN



The purpose of this document is to structure the ongoing efforts of the City of Hendersonville to maintain and expand upon its distinction as an Age-Friendly Community as defined and awarded by the AARP.

Prepared for the City of Hendersonville Community Development Department May 2025

Formally adopted by City Council on \_\_\_\_\_

## ACKNOWLEDGEMENTS

Susan Enwright Hicks, Masters of Public Affairs Student WCU

## **City of Hendersonville Staff**

Matthew Manley, Long-Range Planning Manager Tyler Morrow, Current Planning Manager Sam Hayes, Planner II Lew Holloway, Community Development Director John Connet, City Manager

## **Elected Officials**

Barbara Volk, Mayor Jennifer Hensley, Mayor Pro Tem Gina Baxter, Council Member Melinda Lowrance, Council Member Lyndsey Simpson, Council Member

## **Community Support**

Alicia Evans, Assistant Executive Director Council on Aging -Henderson Co. Rebecca Chaplin, Associate State Director, AARP N.C. Mountain Region Steven Studebaker, Henderson Co Representative to the NC Senior Tarheel Legislature

Additionally, Thanks go to individuals from the community who shared their feedback, the AARP for a wealth of resources, and everyone who contributed to the Gen H Comprehensive Plan, and other Community Development documents without which this plan would not exist; the citizens of Hendersonville and firms, Bolton & Menk, Green Heron Planning, and Nealon Planning.

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## INTRODUCTION

The Age-Friendly Community Action Plan was informed by, and references aspects of, the <u>Gen H Comprehensive Plan</u> and <u>AARP's 8 Domains of Livibility</u>. To establish a baseline for the plan, the <u>Gen H Short-Term Implementation</u> <u>Projects</u> were categorized within the various categories of the 8 Domains of Livability. The 2023 Walk Hendo Pedestrian Plan, the 2017 Bicycle Plan, and the 2024 Parks & Greenspace Master Plan were also used as references, along with resources from AARP, community survey data, and information provided by individuals and representatives of stakeholder organizations including, but not limited to, the Council on Aging for Henderson County, AARP NC Mountain Region, and Jewish Family Services of WNC.

For more information about the ongoing work of the city, long and short-term projects, see the city website: (<u>https://www.hendersonvillenc.gov</u>) <u>Community Development Department - Planning Division</u> section.

The Hendersonville Age-Friendly Community Action Plan builds on the work of previous Community Development documents and community inputs, but does so through an age-friendly lens and is arranged to highlight the AARP's "Domains of Livability," community aspects that impact the wellbeing of older adults, and help make communities more livable for citizens of all ages.

These resources help mitigate some of the challenges of growing older, allowing aging adults to embrace the positive aspects of the later stages of life. Each of AARP's 8 Domains of Livability (Outdoor Spaces and Buildings, Transportation, Housing, Social Participation, Respect and Social Inclusion,

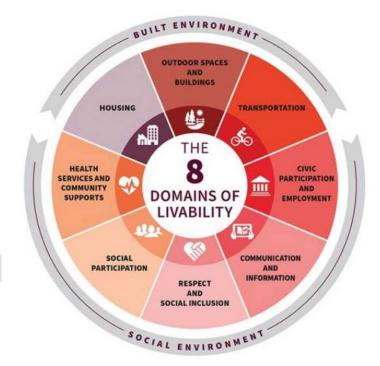
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*Work* and Civic Engagement, Communication and Information, and Community and Health Services) are important to establish and maintain a vibrant age-friendly community. In this document we highlight some of the

what the city and county have in place to date, and which city programs and projects will contribute to each domain going forward.

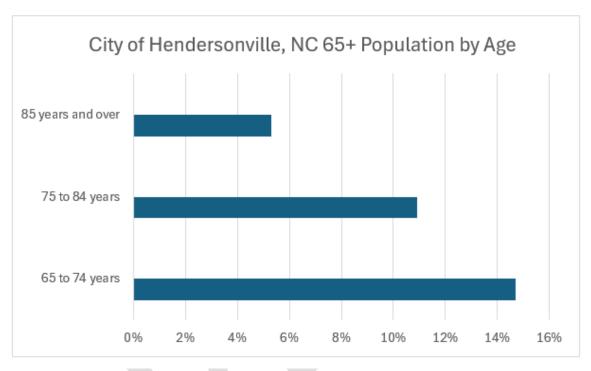
## BACKGROUND

The City of Hendersonville, along with many U.S. cities, is experiencing an increase



in the proportion of the population made up by older adults. In Hendersonville, those aged 55 and older make up 42% of the population according to the 2023 US Census Bureau American Community Survey. Meanwhile, 30.3% of the population in North Carolina is aged 55+. The 2023 ACS 5-Yr estimates the median age in Hendersonville is 50.3 while the estimated median age in N.C. is 39.4. In 2015 the median age in Hendersonville was 45.4. (United States Census Bureau QuickFacts, n.d.)

The population of Hendersonville is growing, and the percentage of older residents is growing too. In 2015 those aged 65+ made up 27.6% of Hendersonville's population. In 2023 that percentage rose to 30.9%. Recognizing these trends presented an opportunity for the city to evaluate the services it provides through the lens of catering to older adults, and to assess how it might better meet the needs of this population going forward.



DP05 2023 American Community Survey 5-Year Estimates

To that end, the City of Hendersonville partnered with the Henderson County

Aging Coalition Steering Committee and with their guidance began the process of applying for designation as an AARP Age-Friendly Community<sup>1</sup>. In February 2024 the City of Hendersonville, NC, became the 17th community in North Carolina and the 833rd nationwide to join the AARP Network.<sup>2</sup>



<sup>&</sup>lt;sup>1</sup> <u>https://www.aarp.org/livable-communities/archives/age-friendly-communities.html</u>

<sup>&</sup>lt;sup>2</sup> <u>https://states.aarp.org/north-carolina/hendersonville-nc-is-striving-to-become-more-age-friendly</u>

## "With a population of seniors that is nearly twice the percentage of North Carolina as a whole, Hendersonville has a growing need to make the community more age friendly."

- Gen H Comprehensive Plan Appendix A. Policy & Ordinance Review (Fall 2023)

# COMMUNITY ENGAGEMENT

Throughout the process of creating the Gen H Comprehensive Plan and its supporting documents, extensive community research was done. Community members of all ages were invited to participate in surveys, workshops, and open house meetings to convey their preferences and priorities (see <u>Gen H - Appendix D</u> for additional information). During this multi-month process, special attention was given to ensure that the voices of aging residents and those that work with our aging population were heard. The data gathered from that process was consulted to inform this Plan as well as was information gathered for the City's initial research into AARP's "Age-Friendly" distinction and additional meetings with stakeholders in the spring of 2025. Members of the Henderson County Aging Coalition, the Director of Operations of the Henderson County Council on Aging, and the Associate State Director of AARP North Carolina Mountain Region were also engaged as part of this effort. Individual members of the older adult population were invited to share their thoughts at an informal meeting at one of the Council on Aging's Community Dining lunches.

## COLLABORATION

The City of Hendersonville has a key role to play in helping reach County level Age-Friendly goals, and there are many benefits the County provides for the City. Overlapping services and areas of possible coordination with Henderson County, Private Service Providers, Businesses, or Non-profits can be found in each of the focus areas of this plan. Some, such as the Apple County Public Transportation system, are in operation and striving to meet community needs. Others have yet to be acted upon. One possible area of collaboration might be in the creation of a public Senior Center, another would involve having a City Council representative sit on the Henderson County Aging Coalition. Additionally, having a representative of older residents sit on each of the City's advisory boards would boost collaboration and reduce redundant efforts while creating greater transparency. A strong network of community support services working in partnership with the city will create the most opportunities for residents to thrive.



Photo by Stephanie Sweeney

## HOW TO USE THIS PLAN

The primary content of this planning document is organized into two main sections.

- 1. <u>Table of Objectives</u> which is made up of eight sections that address AARP's Domains of Livability. To find a specific area of interest, the table of contents can be used. Each section has a goal, a brief summary of relevant context including existing resources, stated objectives, and possible opportunities for growth. Each section contains weblinks and information about existing resources or where to find more information on the topic at hand.
- Project List is a summary of actions intended to achieve the main goals (organized by domain topic). These sections are followed by the <u>Implementation</u> summary and a list of Sources for reference material.



# DOMAIN BACKGROUND & OPPORTUNITIES

# 1 - OUTDOOR SPACES AND BUILDINGS

HENDERSONVILLE PARKS AND GREENSPACE MASTER PLAN

#### **VISION STATEMENT:**

"Hendersonville will have a park and greenspace system we love—with high-quality neighborhood parks accessible to all; connectivity between parks, open space and where people live and work; leadership in sustainable practices and preservation of the natural environment; destination parks and placemaking that promote local character, community vibrancy, safety and sense of place."

For More Information about <u>Parks and Recreation</u> see <u>https://www.hendersonvillenc.gov/parks</u>

People need public places to gather — indoors and out. Green spaces, seating and accessible buildings (elevators, zero-step entrances, staircases

with railings) can be used and enjoyed by people of all ages. – AARP<sup>3</sup>

Hendersonville and Henderson County are home to many excellent park facilities that encourage recreation and socialization. Hendersonville has more than 99 acres dedicated to city-maintained parks. Additionally, Hendersonville has greenways such as the Oklawaha Greenway Trail<sup>4</sup> which begins near the Henderson County Parks & Recreation building in Jackson Park and travels three and a quarter miles to <u>Berkeley Mills Park</u> with

<sup>&</sup>lt;sup>3</sup> https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2016/8-domains-oflivability-introduction.html

<sup>&</sup>lt;sup>4</sup> https://www.hendersonvillenc.gov/parks/parks-facilities-map

connections to <u>Patton Park</u>, <u>Sullivan Park</u>, and <u>William H. King Memorial Park</u> The City will also be home to the first six miles of the much-anticipated Ecusta Trail.<sup>5</sup>

## "Parks range in size from ¼ acre to 60 acres. A sample of park amenities include an Olympic-sized outdoor pool, skate park, baseball fields, multiuse fields, playgrounds, picnic areas, tennis courts and walking trails."

#### – Hendersonville Park and Greenspace Master Plan

According to the Trust for Public Land, the average distance most people are willing to walk to reach a destination is 10 minutes or roughly half a mile. The 10-minute walk standard helps us examine the availability of parks close to home.<sup>6</sup>

#### 50% of city residents live within a 10-minute walk of a park.

By Age (%)<sup>7</sup>

40% of Children (0 - 19) live within a 10-minute walk

40% of Adults (20 - 64) &

30% of Seniors (65+)

"Adequate public seating, such as benches in and around civic buildings, shopping areas, and public parks, is associated with a 10 percent higher level of community pride and trust in local government and a four percent increase in public participation. Living within 10 minutes of a community garden or a public park has a similar effect."

-AARP Roadmap to Livability (2018)

- <sup>6</sup> <u>https://www.tpl.org/parkscore</u>
- <sup>7</sup> (based on 2019 Census data)

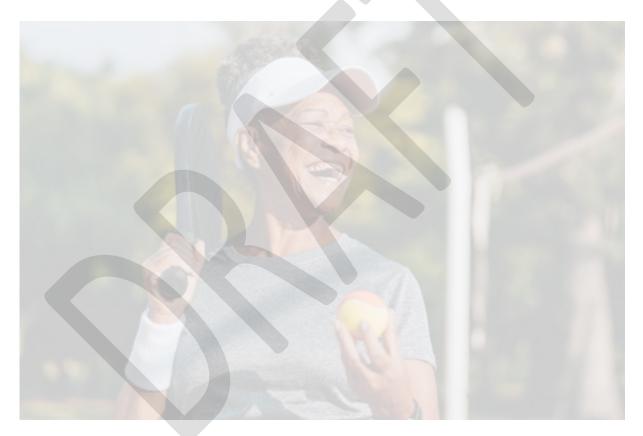


<sup>&</sup>lt;sup>5</sup> <u>https://www.ecustatrail.org/</u>

#### **EXISTING RESOURCES and AREAS for GROWTH:**

A dedication to greenspaces and quality outdoor experiences for all Hendersonville residents is evident throughout the Gen H Comprehensive Plan as well as other planning documents. Projects include:

- Efforts to expand and connect existing parks
- Plans to make parks more ADA compliant and accessible to all
- Changes to the UDO to expand and protect green spaces and trails
- Initiatives to ensure adequate public seating



# 2 - TRANSPORTATION

#### AARP's "5 A's of Senior-Friendly Transit"

By incorporating the following features, communities empower residents of *all* ages and incomes who cannot or choose not to drive to be independent and socially engaged.

- Availability: Transit exists and is available when needed
- Accessibility: Transit can be reached and used (e.g., buses have low-floor boarding, bus seats are high enough, bus stop signage is readable)
- Acceptability: Transit options are clean, safe and user-friendly (e.g., the transit operators are courteous and helpful)
- Affordability: Transit fees are affordable (with costs comparable to or, ideally, less than driving a car) with voucher or discount options that can help defray out-ofpocket expenses for low-income individuals
- Adaptability: Transit that can be modified or adjusted to meet special needs and wheelchairs (or baby strollers) can be accommodated<sup>8</sup>

Over 50% of adults responding to the Hendersonville

survey cite Transportation would be a factor if they

were to consider moving out of the community.

<sup>&</sup>lt;sup>8</sup> Transportation Workbook - Book 4 in the AARP Roadmap to Livability Collection

Apple Country Public Transit – a joint venture funded by Hendersonville, Henderson County and the town of Fletcher. This system is ADA accessible, can accommodate several bicycles, strollers, assistive devices/wheelchairs, and has a mobility lift.

#### To contact the Apple Country Public Transit Office call (828) 698-8571. 9

Apple Country Public Transit provides bus service throughout the City of Hendersonville, Town of Fletcher, and Laurel Park with three (3) bus routes running from 6:30 a.m. - 7:30 p.m., Monday through Friday (exceptions include holidays and severe weather). Routes 1 (White) and 2 (Red) run on a 1-hour cycle, and Route 3 (Blue) runs on a 90-minute cycle. Routes originate from the Transfer Site, located at the corner of 4th and Grove Street in downtown Hendersonville (next to the 1995 Henderson County Courthouse). Henderson County contracts with WNCSource (formerly WCCA/Western Carolina Community Action) to provide transit and paratransit services. <sup>10</sup> While some residents say they appreciate this service, many emphasize that they would like to see it expanded with more frequent routes, and weekend service.

#### **BICYCLE AND PEDESTRIAN PLANS**

Walking and biking are affordable, health-conscious, and environmentally friendly ways to travel. Creating safe places for these modes of transportation is an important issue that needs attention. According to data collected by the NCDOT (2010-2019),



Hendersonville had the highest number of pedestrian fatalities and serious injuries in N.C. cities with populations between 10,000-25,000. City Bicycle and Pedestrian plans can be found under the <u>Community Development</u> section of the city website <sup>11</sup>, as can more information about the Ecusta Rail Trail project.



 <sup>&</sup>lt;sup>9</sup> (Policies & Programs | Henderson County North Carolina, n.d.)
 <u>https://www.hendersoncountync.gov/planning/page/policies-programs</u>
 <sup>10</sup> (Apple Country Public Transit | Henderson County North Carolina, n.d.)

<sup>&</sup>lt;sup>11</sup> https://www.hendersonvillenc.gov/community-development/bicycle-and-pedestrian-plans

#### **EXISTING RESOURCES and AREAS for GROWTH:**

Efforts to improve multi-modal transportation options are on-going, and include efforts to implement the following:

- Complete Streets renovations (A Complete Street is a road that is designed to be safe for drivers; bicyclists; transit vehicles and users; and pedestrians of all ages and abilities)
- Curb revisions, lane narrowing, on-street parking and other non-speed bump traffic calming measures
- Landscaped Medians, and Pedestrian refuge islands
- Additional greenway connections
- A network of integrated and dedicated bike lanes and increased bike parking working towards distinction as a "Bicycle-Friendly Community" as provided by the League of American Bicyclists
- Sidewalk expansion and improvement
- Promote Hendersonville's Walk Wise Drive Smart program (aimed at adults 65+)<sup>12</sup>
- Collaborating with the County, other municipalities, and regional entities to maintain and enhance the transit system as most residents participating in a recent community survey indicated they "drive themselves" for most all in town excursions and rated public transportation "fair" to "poor".<sup>1314</sup>



<sup>&</sup>lt;sup>12</sup> https://www.hendersonvillenc.gov/parks/walk-wise-program

<sup>&</sup>lt;sup>13</sup> (French Broad River Metropolitan Planning Organization, n.d.)

<sup>&</sup>lt;sup>14</sup> (Comprehensive Plan, 2025)

## 3 - HOUSING

The need for housing for older adults is highly relevant in Hendersonville where the American Community Survey (2023) estimates 55.5% of households include one or more persons over the age of 60.

According to a 2015 housing study by the Bowen National Research Group, referenced in the Henderson County Aging Plan, there are acknowledged deficiencies throughout the county in the availability of affordable Senior Care Housing alternatives. The study estimates that there will be 1,017 households with a person requiring assisted services that will not have their needs met by existing or planned senior care facilities by the year 2020.

The Bowen Study also identifies a shortage of multi-family housing within the county. Multi-family housing is essential to meet the needs of people who provide support services to seniors. Seniors themselves also need accessibility to affordable housing alternatives like multi-family housing. <sup>15</sup>

<sup>&</sup>lt;sup>15</sup> 2018 Aging Plan for Henderson County

#### Affordable Housing

Affordable housing and the development of a strategic housing plan is a priority for the City<sup>16</sup>. In addition to their **Strategic Housing Plan**, a Hendersonville **Housing Dashboard** has been implemented. This tool is an online platform that presents up-to-date information on previous, ongoing, and upcoming housing initiatives. It provides details for each project, including housing type, unit count, acreage, density, and the current construction stage. <sup>17</sup>

The ability to live independently in their own home is an "extremely important" issue for 60.7% of Adult Respondents living in Henderson Co according to a to a 2023 survey, with another 25.7% rating it as "very important".



According to that same survey, 27.5% feel their current residence needs major repairs, modifications, or changes to enable them to stay there for as long as possible.

<sup>&</sup>lt;sup>16</sup> (Strategic Housing Plan, 2025) https://www.hendersonvillenc.gov/projects/strategic-housing-plan

<sup>&</sup>lt;sup>17</sup> (City of Hendersonville, 2024) https://www.hendersonvillenc.gov/

#### **EXISTING RESOURCES and AREAS for GROWTH:**

Current planning documents outline the following steps to maintain and expand the availability of suitable housing across the city's demographic spectrum including:

- Take steps to support individuals with limited resources or fixed incomes in making needed repairs, maintenance and safety updates to their properties such as handrails and zero-step entryways<sup>18</sup>.
- Address housing needs of those adults who have or take care of those who have intellectual and developmental disabilities
- Utilize partnerships between the city and neighborhood organizations to bring about enhancements such as sidewalks, gateway signage, art or historical installations, and pocket park improvements.



• Connect more neighborhoods with safe sidewalks, bike paths, and greenway trails.

The Harvard University Joint Center for Housing Studies estimates that only 1 percent of existing homes have a set of five key accessibility features:

- 1. A zero-step (no-step) entry,
- 2. Single-floor living,
- 3. Halls and doors that can accommodate a wheelchair,
- 4. Lever-style handles, and
- 5. Electrical controls that can be reached from a wheelchair.

**Source:** Aging Well in America: AARP Vision for a National Plan on Aging.

<sup>&</sup>lt;sup>18</sup> For examples of home safety tips and modifications see: <u>https://www.pinellas-park.com/1865/CARES-</u> <u>Program</u>

## **4 - SOCIAL PARTICIPATION**

Regardless of a person's age, loneliness is often as debilitating a health condition as having a chronic illness or disease. Sadness and isolation can be combated by having opportunities to socialize and the availability of accessible, affordable and fun social activities. – AARP<sup>19</sup>

#### According to the CDC,<sup>20</sup>

"<u>Social isolation</u> is when a person does not have relationships or contact with others and has little to no social support.

• Social isolation can pose a health risk to people, even if they don't feel lonely.

**Loneliness** is feeling alone or disconnected from others. It is feeling like you do not have meaningful or close relationships or a sense of belonging. It reflects the difference between a person's actual and desired level of connection.

• Even a person with a lot of friends can feel lonely."

(Health Effects of Social Isolation and Loneliness, 2024)

Social isolation and loneliness can increase a person's risk for:

Heart disease and stroke.

Type 2 diabetes.

Depression and anxiety.

Suicidality and self-harm.

Dementia.

Earlier death.

About 1 in 3 adults in the U.S. report feeling lonely.

About 1 in 4 U.S. adults report not having social and emotional support.

(Health Effects ..., 2024)

<sup>&</sup>lt;sup>19</sup> <u>https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2016/8-domains-of-livability-introduction.html</u>

<sup>&</sup>lt;sup>20</sup> <u>https://www.cdc.gov/social-connectedness/risk-factors/index.html#cdc\_risk\_factors\_other\_factor-risk-factors-for-individuals-and-groups</u>

Social Participation is an important part of life in Henderson County. According to a 2023 Survey of Adult residents of Henderson County 75.6% of respondents say they have contact with friends, neighbors or family (that they do not live with) several times a week or every day.

While the City of Hendersonville does not currently offer recreational programming, Henderson County Parks and Recreation offers a wide range of activities for all levels of ability year-round. The County offers "programs/activities for our seniors, 50 and older, to have opportunities to get involved in the community, make new friends, and get active." Some activities allow seniors to prepare for the NC Senior Games/Silver Arts where they can compete with other older adults in our area and across the state in events including swimming, running, pickleball, table tennis disc golf, billiards, basketball, mini golf, bowling, cycling and visual and performing arts events.<sup>21</sup> For more information see the Parks and Recreation section of the County website.

Beyond opportunities to complete social offerings through the County: weekly fun walks, lunch in the park, horseshoes, shuffleboard, croquet, disc golf, cornhole bocce, kayaking, progressive painting, dance, yoga, kickboxing, hiking, tai chi and more<sup>22</sup>





<sup>&</sup>lt;sup>21</sup> <u>https://www.hendersoncountync.gov/recreation/page/senior-games-silver-arts-2025</u>

<sup>&</sup>lt;sup>22</sup> (Senior Programs and Activities | Henderson County North Carolina, n.d.) https://www.hendersoncountync.gov/recreation/page/senior-programs-and-activities

Participation in private social groups such as the Hendersonville Country Club or the Welcome Club of Henderson County offer even more opportunities to meet people and have fun including a wealth of affinity group activities such as book clubs, pickleball, food, beer, and wine-centered activities, tour groups, movies, fishing, walking, knitting, golf, crafting, card and table game playing groups.<sup>23</sup>

#### **EXISTING RESOURCES and AREAS for GROWTH:**

- Finish the strategy for improving accessibility in the community.
- Support the development of neighborhoods with housing for all ages by allowing a broader range of housing types and other development standards in a manner consistent with community character.

Check out these sites for even more social events around town:

https://www.hendersonville.com/events/

https://visithendersonvillenc.org/things-to-do

https://www.eventbrite.com/d/nc-hendersonville/events/

https://hcwelcomeclub.org/

https://www.hendersonvillecc.com/

https://local.aarp.org/hendersonville-nc/

<sup>23</sup> <u>https://hcwelcomeclub.org/activities</u>

## **5 - RESPECT AND SOCIAL INCLUSION**



Everyone wants to feel valued.

Intergenerational gatherings and activities are a great way for young and older people to learn from one another, honor what each has to offer and, at the same time, feel good about themselves. – AARP

A thriving community is one in which all members of society regardless of their age feel respected and as though their contributions are valued. Opportunities to learn from one another strengthen community bonds and enrich our lives. AARP encourages programs that encourage a mixture of ethnicities and cultures, multi-generational

interaction, and "opportunities for older adults to participate in civic, social, and economic life, ultimately aiming for active aging and a more inclusive society".

#### **Community Support Matters**

"Local services — such as an active intergenerational community center and recreation programs — make it easier for people to connect with one another and build community ties. Programs that promote food security, help residents make critical repairs to their homes, and provide affordable recreational opportunities enable residents to participate fully in community life — regardless of age, economic level or ability."<sup>24</sup>

<sup>&</sup>lt;sup>24</sup> (AARP Livable Communities, 2018)

#### EXISTING RESOURCES and AREAS for GROWTH:

- Seek opportunities to strengthen and expand funding partners for aging services in Henderson County
- Continue ongoing work to expand accessibility and the ADA transition plan, making the community more welcoming to residents and visitors with disabilities
- Support community members who need access to community/social services for basic needs as well as mental/emotional well-being
- Create spaces and events that encourage all ages of community to interact
- Consider development of an "Age-Friendly Business" distinction perhaps in partnership with a community organization
- Explore the possibility of a future Senior Center in the city or county
- Look for ways to support or expand the <u>Council on Aging's</u> Community Dining or Meals on Wheels efforts
- Support and promote the maintenance of benches and ADA accessible beds in the <u>Brooklyn Community Garden<sup>25</sup></u> and ADA additions to the <u>Bountiful Harvest</u> <u>Community Garden<sup>26</sup></u>

Currently, about ½ of Hendersonville Survey respondents rank "continuing education classes or social clubs to pursue new interests, hobbies or passions" as "excellent" or "very good".

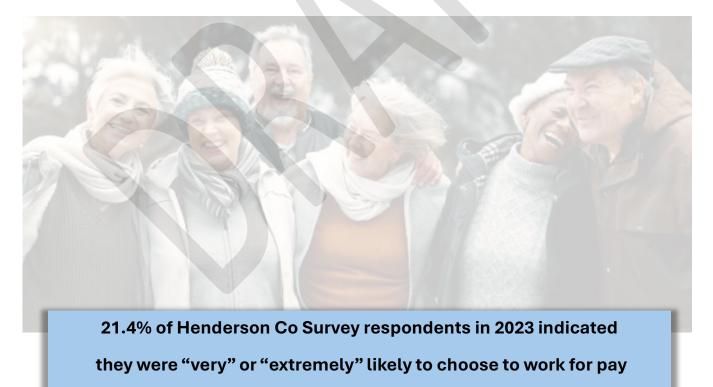
<sup>25</sup> <u>https://www.hendersonvillenc.gov/brooklyn-community-garden</u>
 <sup>26</sup> <u>https://henderson.ces.ncsu.edu/2020/07/bountiful-harvest-community-garden-2020/</u>

# 6 - CIVIC PARTICIPATION AND EMPLOYMENT

Why does work need to be an all or nothing experience? An age-friendly community encourages older people to be actively engaged in community life and has opportunities for residents to work for pay or volunteer their skills. - AARP<sup>27</sup>

According to the U.S. Bureau of Labor Statistics, by 2024, people in the 65-to-74 and 75plus age groups will represent the fastest growing segments in the U.S. labor market. The Kauffman Foundation reports that people in their 50s and 60s start businesses at nearly twice the rate of those in their 20s — and they do so for many reasons.<sup>28</sup>

Would-be-entrepreneurs in Hendersonville can explore the <u>Downtown Hendersonville</u> <u>Opportunity Fund</u> as a possible source of information or seed money.



as long as they are able.

<sup>&</sup>lt;sup>27</sup> <u>https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2016/8-domains-of-livability-introduction.html</u>

<sup>&</sup>lt;sup>28</sup> (Apple Country Public Transit | Henderson County North Carolina, n.d.)

American Community Survey (2023) estimates show that approxim<del>atery</del> 52% of Hendersonville residents between 60 and 64 and 25.2% of those aged 65 to 74 still participate in the labor market.



"Approximately three in five 50-plus adults believe communities should have policies that provide equal opportunities for older adults to continue working throughout their lives (58%)."

#### Volunteering

In addition to paid work, there are numerous opportunities for residents

to share their time and talents as volunteers in the community.

Each season community-oriented individuals give their time volunteering to enhance downtown Hendersonville, and the wonderful events offered to both residents and visitors. By signing up to be a <u>Friend of Downtown</u> you can get involved with events such as Rhythm & Brews, Bearfootin' Art Walk, the Farmer's Market, Holiday Events and more. Sign up on the <u>Downtown Hendersonville page</u>.<sup>29</sup>

Worthwhile organizations in Hendersonville are seeking Volunteers to help both in-person and remotely. Volunteer opportunities exist to work with babies, young people, elders, special needs youth, inmates, church groups and everyone in between.

Do you have a special skill or talent to lend? Is there a group in need or an area of interest you'd care to explore? Chances are someone needs the gifts you possess!



<sup>&</sup>lt;sup>29</sup> (Get Connected, 2024) <u>https://www.hendersonvillenc.gov/downtown-hendersonville</u>

#### Mentor a Public School Student<sup>30</sup>

Those interested in dedicating time to young people might consider becoming a mentor with the Henderson County Education Foundation's **Pathfinder Program**.

"Created to support the development of students in Henderson County Public Schools, the Henderson County Pathfinders Program (HCPP) is an innovative mentorship program that places middle and high schoolers with a mentor (a community volunteer) who will provide individualized support to students throughout their journey from grades 7 to 12."

# For information about area organizations looking for Volunteers that might suit your interests check out <u>VolunteerMatch</u>

https://www.volunteermatch.org

#### **EXISTING RESOURCES and AREAS for GROWTH:**

- Increase and promote initiatives and events that encourage mentorship or other intergenerational interactions
- Create opportunities for entrepreneurship at all levels of the community.
- Centralize information and expand opportunities for volunteering
- Highlight ways to participate in City Events



<sup>&</sup>lt;sup>30</sup> <u>https://hcefnc.org/programs/henderson-county-pathfinders-program/</u>

# 7 - COMMUNICATION AND INFORMATION

More and more communication is conveyed through digital media, and many older adults are now internet savvy and are comfortable with electronic communications of which there are many sources.

For those that prefer physical print media there are of course newspapers and magazines available. A list of these resources is available on the <u>Henderson</u> <u>County Chamber of Commerce website</u>. <sup>31</sup>

One publication that might be of particular interest to older adults in Henderson County is Aging Resources, an annual directory "providing everything you need to know about managing the many issues of aging and caregiving of a loved one, or yourself."<sup>32</sup>

An estimated 93.5% of households in Hendersonville have one or more computing device, and 86.8% have an internet subscription.

<sup>&</sup>lt;sup>31</sup> (Hannush, n.d.) <u>https://www.hendersoncountychamber.org/relocate/media-outlets.html</u>

<sup>&</sup>lt;sup>32</sup> (Aging Resources WNC |, n.d.) <u>https://www.agingresourceswnc.com/</u>

### **Connecting with City Resources**

The city website:

https://www.hendersonvillenc.gov/ is a great first

place to look for information about the city and its resources. The <u>"City</u> <u>News</u>" section has a wealth of information on a variety of topics of potential interest to residents and visitors. <sup>33</sup>

AlertHVL is the official notification system used by the City of Hendersonville to communicate both emergency and non-emergency information with city residents and visitors. <u>Sign up</u> now to receive free alerts from the city via text message, email, or voice message. You decide which types of notifications you receive and how you receive them.<sup>34</sup>

<u>Social media</u> and the Hendersonvillenc.gov website are also excellent sources of information. The <u>"get connected"</u> section of the City's website features links to a wealth of municipal social media outlets.

<u>City Council Meetings</u> are open to the public, and recordings are made available on the internet. More information on meeting times, agendas, links

to recordings, public hearings and notices are available on the city's website:

www.hendersonvillenc.gov under the "Government" heading.<sup>35</sup>



<sup>&</sup>lt;sup>33</sup> (City of Hendersonville, NC | Official Website, n.d.) <u>https://www.hendersonvillenc.gov</u>

<sup>&</sup>lt;sup>34</sup> (Get Connected, 2024) <u>https://www.hendersonvillenc.gov/get-connected</u>

<sup>&</sup>lt;sup>35</sup> (Mayor & City Council, 2024) <u>https://www.hendersonvillenc.gov/mayor-city-council</u>

The <u>Hendersonville Police Department</u> has launched a mobile app aimed at connecting with the public and making resources easier to access. The app features options to submit crime tips, request extra patrols, commend an officer, search crime maps and receive important safety notifications. Watch a short video about the <u>app</u>. The app can be downloaded in the App Store and Google Play.<sup>36</sup>

#### Download the Hendersonville Police Department App

#### EXISTING RESOURCES and AREAS for GROWTH:

- Create Citizens Academy and other opportunities for civic engagement
- Continue utilization and development of the city's website, social media outlets, AlertHVL, and explore new communication tools as they become viable
- Promote public meetings, hearings, and events through digital and print media
- Offer even more opportunities for citizens to participate in government and share their views



<sup>&</sup>lt;sup>36</sup> (Police Department, n.d.) <u>https://www.hendersonvillenc.gov/police-department/contact-us</u>

## 8 - HEALTH SERVICES AND COMMUNITY SUPPORTS

"Public health promotes and protects the health of people and the communities in which they live, learn, work, and play. Strategies to improve public health are multifaceted and involve multiple entities, including federal and state governments, health providers, faith- and community-based organizations, and

individuals. "— AARP Policy Book

To an extent this entire initiative supports health,

"Social determinants of health – such as access to employment, education, housing, healthy foods, safe streets and neighborhoods, and social supports- are important predictors of health outcomes and health behaviors."

ADA Paratransit Services Program The Americans with Disabilities Act (hereinafter "ADA") Paratransit Service program is a service of Apple Country Public Transit (hereinafter "ACPT") providing a safe and reliable sharedride public transit service for eligible persons with disabilities. The program serves only locations within ¾ mile of the ACPT fixedroute system (the service area). <sup>37</sup>

<sup>37</sup> (Apple Country Public Transit | Henderson County North Carolina, n.d.) https://www.hendersoncountync.gov/planning/page/apple-country-public-transit

#### ADA Paratransit Service Contracted Provider:

WNC Source PO Box 685 Hendersonville, NC 28793 828.698.8571

Henderson County Health Department Information about public health concerns including community illness, vaccine information, nutrition assistance, mental health resources, vital records and environmental concerns can be found under the "Public Health" Department section of the county website.<sup>38</sup>

United Way's 2-1-1 of Western North Carolina is an information line with access to a wide variety of local community services. <sup>39</sup>

The <u>Council on Aging for</u> <u>Henderson County</u> is a wonderful resource for county residents to find information about nutrition, seasonal assistance, health support, care-giver services, social opportunities, volunteer roles, and more.



 <sup>38</sup> (Henderson County Department of Public Health | Henderson County North Carolina, n.d.) <u>https://www.hendersoncountync.gov/health</u>
 <sup>39</sup>(NC 211, 2025) <u>https://nc211.org/</u>

#### EXISTING RESOURCES and AREAS for GROWTH:

- Continue Support of Paratransit through ACPT with opportunities for possible future expansion
- Continue work to improve mental and physical health outcomes through expanded parks programs and greenways which encourage physical activity, overall wellness, and improve air quality
- Work with the community to update or redevelop dilapidated buildings/physical structures
- Look for ways to support or expand the Council on Aging's Heat Relief program in warmer months



# **RECOMMENDED PROJECT LIST**

The following tables are also arranged according to the AARP's 8 Domains of Livibility, but the projects and priority levels are the same as those included in the Gen H Implementation Projects List (Chapter 6). Some additional recommendations have been made that are not found in the Gen H Implementation Project List. These have been placed under Priority 3 and labeled as "New".

#### KEY FOR "PRIORITY LEVEL" in Project List

(an extension of those used in the Gen H Project Implementation Plan).

This designation after each project name suggests a prioritization for the projects for the City to consider when deciding which projects to initiate and when.

- **P-1** = Consider initiating these projects first.
- **P-2** = Consider initiating these projects second.
- **P-3** = Consider initiating these projects third.

## AARP DOMAIN #1 OUTDOOR SPACES AND BUILDINGS PLANS

People need public places to gather — indoors and out. Green spaces, seating and accessible buildings (elevators, zero-step entrances, staircases with railings) can be used and enjoyed by people of all ages. – AARP

PRIORITY LEVEL	GEN H PLAN NO.	PROJECT	DESCRIPTION
P-1	5.07	Continue to develop team approach to coordinate floodplain management, stream restoration, trails, and on-street bicycle and pedestrian facilities.	Integrate work to improve the pedestrian and bicycle network with floodplain management and restoration of riparian corridors to harmonize these activities and maximize their effectiveness. Utilize utility improvements and road resurfacing projects to assist with this work.
	3.02	Explore updating floodplain development standards, including increasing freeboard requirements, strengthening	Review existing floodplain protection requirements for new development and redevelopment against current best practices to identify potential updates to reduce flood risk and damage

Γ	· · · ·	
	redevelopment	
	standards	
3.03	Integrate Natural	Combine the development
	Resources	standards for natural resources
	requirements in zoning	and floodplain protection as part
	ordinance with	of drafting a new Unified
	floodplain	Development Ordinance.
	requirements as part of	
	the new UDO (Project	
	4.01)	
3.04	Seek federal and state	Reduce the risk of future property
	grants to fund	damage and loss of life by
	floodplain property	acquiring properties damaged by
	buyouts to expand	flooding from property owners on
	flood storage capacity	a voluntary basis using funding
	and increase urban	from state and federal sources.
	greenspace	This will also increase the flood
		storage capacity in the floodplain
		and increase public open space
		along the rivers and creeks in the
		community. (Example: Lyons, CO)
3.09	Identify and pursue	Improve water quality and local
	several streambank /	stream ecosystems by restoring
	stream corridor	eroding streambanks and
	restoration projects	damaged stream corridors.
3.10	Add standards to	Improve local environmental
	protect steep slopes	protection and reduce the risk of
		landslides by drafting ordinances
		provisions to protect steep slopes
		from new development and
		redevelopment.
3.11	Assist local partners in	Protect the community's essential
	acquiring conservation	green infrastructure by helping
	easements on	partner organizations acquire the
	sensitive lands	development rights to sensitive
	(floodplains, creeks,	natural areas to keep them in
	steep slopes,	conservation uses
	wetlands, etc.)	
4.01	Create Unified	Provide a single, integrated set of
	Development	development standards that is
	Ordinance (UDO) to	consistent with the new Gen H
	improve clarity and	Comprehensive Plan by drafting a
		Unified Development Ordinance.

		quality of development	
		standards	
P-2	1.02	Better connect	Strongthon the linkages between
P-2	1.02		Strengthen the linkages between
		neighborhoods to	residential areas and parks
		green space amenities	through public improvements
		by making public	such as sidewalks and trails, and
		investments and	development requirements
		adding code standards	requiring these connections.
		in new UDO	
	3.01	Update green space	Develop green space standards
		protection standards	for new development that clarify
		as part of new UDO to	the preferred type and
		promote access and	characteristics of land to be
		prioritize type and	protected, and that promote local
		quality of green space	access to this resource.
		protected with new	
		development	
	3.06	Develop urban forestry	Work systematically to protect
		plan for maintaining	and expand the tree canopy in the
		and expanding tree	City by drafting and implementing
		canopy	an urban forestry plan.
	4.02	Codify Downtown	Translate the Downtown Design
		Design Guidelines with	Guidelines into enforceable
		UDO updates	standards for new development
			and redevelopment by integrating
			them into the new UDO.
	4.04	Update development	Increase the vitality and utilization
		standards in new UDO	of aging commercial areas by
		to catalyze aging	preparing updated development
		commercial	standards that promote walkable
		redevelopment;	mixed-use environments.
		consider developing	Consider using form-based code
		form-based code	standards for these and other
		standards for activity	activity centers.
		centers	
	4.05	Explore additional	Evaluate the creation of new
		Municipal Service	public investment mechanisms
		Districts (MSDs) and	including Municipal Service
		consider merging or	Districts to promote walkable
		expanding current	redevelopment in the 7th Avenue,
		MSDs or using other	Downtown Edge, Lower Trail Head
		mechanisms in	districts, and other key activity
		selected locations	nodes and commercial corridors

	4.06	4.06: Provide incentives for activation / redevelopment of upper floors in downtown for residential, service, or micro-commercial uses	Increase the vitality of downtown by developing incentives to promote the use of upper floors in downtown buildings.
	4.08	Establish vacant property program as component of revised Commercial Building Maintenance Code and/or Minimum Housing Code	Improve the maintenance of vacant buildings and catalyze their redevelopment through the creation of a vacant property program.
	5.06	Promote trail-oriented development, guidelines, and standards in new UDO	Adopt code provisions to support appropriate development along local trails to serve users and leverage this public investment.
P-3	1.05	Offer neighborhood conservation overlay district option	Create process for residents to request preparation of development standards that protect the form and character of existing neighborhoods, while allowing for compatible home updates and redevelopment.
	3.05	Implement top priorities of Parks & Green Space Master Plan	Improve the local park system by pursuing the top implementation projects called for in the new Parks & Green Space Master Plan.
	3.07	Develop educational program to reduce spread of invasive species and promote native and pollinator plants	Promote the care and planting of vegetation that is adapted to local conditions and representative of the local natural history by conducting a community education program on native plants, including how to reduce the spread of invasive species and plant edible trees/edible landscaping in community landscaped areas and community gardens.

3.08	Support County to	Boost local farm economics and
	update and implement	the ability to make a living from the
	2010 Henderson	land by supporting Henderson
	County Agricultural	County in updating and
	<b>Preservation Plan to</b>	implementing its Agricultural
	promote agricultural	Preservation Plan.
	economic	
	development	
10.05	Implement projects in	Reduce the City's environmental
	2024 Sustainability	footprint by implementing actions
	Plan	from the Sustainability Strategic
		Plan to reach greenhouse gas
		reduction goal (specified in plan).

## AARP DOMAIN #2 TRANSPORTATION

Driving shouldn't be the only way to get around. Pedestrians need sidewalks and safe, crossable streets. Dedicated bicycle lanes benefit nondrivers and drivers alike. Public transit options can range from the large-scale (trains, buses, light rail) to the small (taxis, shuttles or ride share services). – AARP

PRIORITY LEVEL	GEN H PLAN NO.	PROJECT NAME	DESCRIPTION
P-1	5.07	Continue to develop team approach to coordinate floodplain management, stream restoration, trails, and on-street bicycle and pedestrian facilities.	Integrate work to improve the pedestrian and bicycle network with floodplain management and restoration of riparian corridors to harmonize these activities and maximize their effectiveness. Utilize utility improvements and road resurfacing projects to assist with this
	5.08	Continue to utilize local and NCDOT resurfacing projects as an opportunity to improve mobility for all users	work. Use resurfacing projects as an opportunity to reconfigure and restripe road rights of way to include safe bicycle and pedestrian facilities
	5.09	Develop City street cross- sections that support pedestrian friendly design and traffic calming (i.e. street trees, narrow lanes, chicanes, etc.)	Create standard City street cross- sections for construction by the City and by developers that make streets safer for all modes of travel.
	8.06	Complete ADA transition plan	Finish the strategy for improving accessibility in the community.
	8.07	Implement top projects in ADA transition plan	Make the community more welcoming to residents and visitors with disabilities by pursuing the top projects identified in the ADA transition plan.
P-2	5.01	Implement low-cost projects from 2023 Walk Hendo Pedestrian Plan and begin design on other priority projects in the plan	Work to improve pedestrian safety and convenience by pursuing projects from the new Walk Hendo that the City can currently afford, and begin design on more expensive projects in the plan to use in securing additional funding.

<b></b>	4.00		
	4.03	Study entry corridors and	Improve the appearance and function of
		other areas as needed for	entry corridors and other areas by
		development of	exploring the development of design
		appropriate Design	guidelines for these areas for inclusion
		Guidelines in new UDO	in the UDO.
	1.02	Better connect	Strengthen the linkages between
		neighborhoods to green	residential areas and parks through
		space amenities by	public improvements such as sidewalks
		making public	and trails, and development
		investments and adding	requirements requiring these
		code standards in new	connections.
		UDO	
P-3	5.02	Seek NCDOT grant to fund	New trail projects and other initiatives
-		targeted updates to HVL	such as the Ecusta Trail necessitate an
		Bike Plan	update to the 2017 Hendersonville Bike
			Plan to reflect a changing bike network.
			As a result, request grant monies from
			the N.C. Department of Transportation
			to fund this work
	5.05	Develop gateway corridor	Improve appearance and functionality
	5.05		
		streetscape plans	by preparing streetscape plans for the
	5 00		City's gateway corridors
	5.03	Pass transportation bond	Seek authorization from the voters to
		to fund top pedestrian	finance local funding to build priority
		and bike projects	pedestrian and bike projects.
	5.04	Use local funds to	Use local funding as a match to pursue
		leverage state and federal	state and federal funding for
		funding for top	transportation projects.
		transportation projects	
	5.05		Improve the appearance and
		streetscape plans	functionality by preparing streetscape
			plans for the City's gateway corridors.
	5.10	Identify road safety	Coordinate with local, regional, and
		projects to help reduce	state partners on infrastructure
		and eliminate serious	improvements to create safer streets.
		accidents and deaths	
		(Corridor Studies, Access	
		(Contraol Stadies, Access	
		-	
		Management, Address Congestion Point at 25 &	

## AARP DOMAIN #3 HOUSING

AARP surveys consistently find that most older adults want to reside in their current home or community for as long as possible. Doing so *is* possible if a home is designed or modified for aging in place, or if a community has housing options that are suitable for differing incomes, ages and life stages. - AARP

PRIORITY LEVEL	GEN H PLAN NO.	PROJECT NAME	DESCRIPTION
P-1	1.03	Update minimum housing code to reinvent code enforcement to improve dilapidated properties in equitable manner	Revise code requirements to catalyze action to address unsafe conditions and poor maintenance on properties in a way that assists residents with limited resources or fixed incomes.
	2.01	Utilize existing Mixed Use Zoning Districts to introduce multi-family housing in commercial corridors and redevelopment areas	Support the production of multi- family housing units in commercial corridors and redevelopment areas through the City's existing mixed use zoning districts to support implementation of the Future Land Use and Conservation Map.
P-2	2.02	Implement top projects from Affordable Housing Strategic Plan	Support the production of more affordable housing by implementing the top projects in the City's new Affordable Housing Strategic Plan. Strategies might include creating a Housing Trust Fund, working with institutional partners to catalyze affordable housing development, using development standards to promote affordable housing production (e.g. expand housing types, incentivize affordable housing, update conditional zoning standards), working with selected neighborhoods (e.g. Green Meadows) to develop a community land trust to protect and develop affordable housing, studying publicly owned land for use for affordable housing, and assisting property owners as micro developers.

2.03Explore code provisions in new UDO to diversify housing stock to promote lifecycle housing and more neighborhood age varietySupport the development of neighborhoods with housing for ages by allowing a broader range housing types and other development standards in a mai consistent with community character.7.02Encourage property owners to re-imagine their real estateEngage and incentivize commer owners in more fully utilizing the property, for example by activati upper floors downtown and introducing residential developr and a mix of uses in gateway corridors to create more employment opportunities and greater community vitality. Also, empower residential property owners to become microdevelop by introducing ADUs, side/backy lots, duplex additions, etc. as a means of maximizing real estateP-32.04Develop City Land Bank to clearCreate an organization to acquir stabilize, improve, and resell un	e of nner rcial eir ing ment , pers yard
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P-32.04Develop City LandCreate an organization to acquire	
P-32.04Develop City LandSupply.Create an organization to acquir	ing
P-3 2.04 <b>Develop City Land</b> Create an organization to acquir	ing
dilapidated and abandoned properties to put	JT
properties and them back into productive use.	
promote	
redevelopment	
2.05 <b>Support development</b> Encourage mixed-income and	
proposals that mix market rate development to boo	ost
subsidized housing affordable housing production.	
with market-rate	
housing	
NEW Create a partnership Ex: Dubuque: Four Mounds	
(seek grant funding?) <u>Foundation HEART Partnership</u>	
with Blue Ridge CC's Local students will complete ho	
<b>Construction Skills</b> modifications for low-income ol	der
<b>program to make age-</b> adults, allowing them to age in p	
in-place updates or	olace
	olace
repairs to senior's housing	olace

## AARP DOMAIN #4 SOCIAL PARTICIPATION

Regardless of a person's age, loneliness is often as debilitating a health condition as having a chronic illness or disease. Sadness and isolation can be combated by having opportunities to socialize and the availability of accessible, affordable and fun social activities. - AARP

PRIORITY LEVEL	GEN H PLAN NO.	PROJECT NAME	DESCRIPTION
P-1			
P-2	9.04	Explore joint use opportunities to maximize public facility infrastructure (utilizing schools, places of worship, etc.	Evaluate the potential to leverage existing public and civic facilities to help meet community demand for services such as recreation, senior activities, and community programs
P-3	1.01	Establish neighborhood matching grant program for self- directed improvements Support local partners to host cultural festivals and celebrate community	Invite neighborhood organizations and community groups to submit grant proposals to the City to make improvements that they propose such as gateway signage, artwork, local history installations, and improvements to pocket parks Celebrate different traditions by supporting local partners in conducting community festivals and other events.
	8.02	differences Expand community events to add retail promotion events Encourage partners to explore possible food hall that celebrates community culture through food	Work with local business owners to hold events that feature their products and services and invite customers to the community Support the vending of food from different cultures in a food hall format to celebrate local cultures. (Example: Fletcher, NC)

#### AARP DOMAIN #5 RESPECT AND SOCIAL INCLUSION Everyone wants to feel valued. Intergenerational gatherings and activities are a great way for young and older people to learn from one another, honor what each has to offer and, at the same time, feel good about themselves. - AARP DESCRIPTION GEN H **PROJECT NAME** PRIORITY LEVEL PLAN NO. P-1 8.14 Work with County Work to make the community and Aging Coalition more age friendly by helping to identify and partners implement targeted address action action plan. plan to address needs of aging population 8.06 **Complete ADA** Finish the strategy for improving transition plan accessibility in the community. 8.13 Help civic organizations connect Support community the young and the old for the partners in benefit of each. developing multigenerational program for senior adults and youth partnerships P-2 4.07 **Create pedestrian** Enhance neighborhoods and gateways to each celebrate local history through neighborhood customized art installations with through safe pedestrian improvement pedestrian connections utilizing pocket parks and art installations that celebrate local history, character and culture 9.01 **Continue to** Work to make City systems more consider access for accessible to all ages and all in development income levels by continuing to of service master include these considerations in plans (e.g. parks the development of service plan, Walk Hendo master plans. plan)

P-3	8.09	Explore	Build on existing assets such as
		certification as an	St. Gerard House and
		autism/sensory	educational amenities
		friendly community	downtown like the Hands On!
			Children's Museum and the
			Aquarium & Shark Lab by Team
			ECCO to explore certification as
			an autism/ sensory friendly
			community.
	8.12	Support	Help partners provide more
		community	opportunities for productive
		partners to develop	outlets for energizing young
		youth activities	people.

#### AARP DOMAIN #6 CIVIC PARTICIPATION AND EMPLOYMENT

Why does work need to be an all or nothing experience? An age-friendly community encourages older people to be actively engaged in community life and has opportunities for residents to work for pay or volunteer their skills. - AARP

PRIORITY	GEN H	PROJECT NAME	DESCRIPTION
LEVEL	PLAN		
	NO.		
P-2	9.02	Continue to identify	Work to increase public engagement
		additional	and involvement by finding additional
		opportunities to	ways to make public meetings and
		consistently provide	activities accessible.
		accessible meetings	
		and public	
		participation	
	7.03	Encourage pop-up	Support existing and new
		and micro retail	entrepreneurs by catalyzing small-
			scale retail opportunities to test
			business concepts and serve as a
			stepping stone to growing local
			businesses.
	7.04	Ensure Zoning Code	Track and adjust zoning regulations to
		is evolving to permit	support community-friendly business
		emerging business	opportunities and catalyze small-
		opportunities and	scale businesses to create more
		pop-up/micro	employment and build local
		arrangements	enterprises.
	7.05	Use Downtown	Leverage experience with the
		Opportunity Fund as	Downtown Opportunity Fund to
		test case for possible	
		expansion outside	throughout the community
		downtown	
	8.10	Develop Citizens	Establish a program to teach people
		Academy to build	about how government and other civic
		local leadership and	organizations work and build their
		civic participation	leadership skills.
P-3	1.04	Define the process	Map out procedure for residents to
		for resident-initiated	pursue designation of new local
		designation of	historic districts.
		additional local	
		historic districts.	
	7.06	Work with	Support desired industrial
		Henderson County	development by coordinating with the
		Partnership for	

		Economic Development to support appropriate industrial development including ensuring adequate land zoned for this use	Economic Development Partnership and zoning adequate land.
-	8.03	Establish program to connect business owners and entrepreneurs with state and federal grant and loan opportunities for business development	Help local businesses tap state and federal resources to build their enterprises. Continue efforts of the Downtown Opportunity Fund program (7.05).
-	8.04	Encourage development of entrepreneur assistance program	Work to catalyze and support local businesses by assisting in the creation of small-business development initiative. Continue efforts of the Downtown Opportunity Fund program (7.05).
	8.05	Develop robust business recruitment and retention program, incorporating existing small business training and new business outreach efforts and materials	Build on existing efforts to attract and
	8.11	Develop City youth internships, apprenticeships, and civic participation opportunities	Support youth engagement and skill- building by offering internships, apprenticeships, and community involvement opportunities.
	10.04	Explore payment in lieu of taxes for tax exempt property owners	Support improved service delivery for all community members by evaluating manageable and meaningful revenue contribution opportunities from those that are currently tax exempt.
-	NEW	Formally establish representation of	In lieu of creating a new standalone committee tasked with addressing

NEW	older adults in city governance	age-friendly community issues, the City should formalize appointments on each of its existing boards and commissions by appointing one individual on each board to serve as the official rep for older adults. Each of the various reps from the various boards and commissions could then continue to conduct their regular business on their assigned boards with an aim towards representing older adults while also convening all of the various Age-Friendly representatives on a quarterly (or less frequent) timeframe to broadly discuss ongoing efforts and goals related to achieving an Age-Friendly Community. See Burlington Example. Book Club could be run by the Mayor, Council, Staff or some combination thereof. https://www.aarp.org/livable- communities/livable-in-action/info- 2017/wwl-mayors-book-club- burlington-nc.html
NEW	Create a Start-Up / Small Business Mentorship Series	Experienced adults are a valuable resource of business knowledge. Seek grants from organizations such as NC IDEA (https://ncidea.org/about/) and/or develop a partnership with Blue Ridge Community College's Business Accelerator. https://www.blueridge.edu/programs- courses/business/business- training/mission-acceleration- business-accelerator/

#### AARP DOMAIN #7 COMMUNICATION

We now communicate in ways few could have imagined a decade ago. Age-friendly communities recognize that information needs to be shared through a variety of methods since not everyone is tech-savvy, and not everyone has a smartphone or home-based access to the internet. – AARP

PRIORITY	GENH	PROJECT NAME	DESCRIPTION
LEVEL	PLAN		
	NO.		
P-2	9.05	Continue to	Develop tools and processes such as vendor
		explore smart	demos and pitch and pilot events to evaluate
		cities technologies	the potential of new technologies to improve
		to make selected	local services.
		improvements to	
		service delivery	
	7.01	Continue to	Continue to hold regular meetings and other
		engage business	activities with members of the local business
		community in	community to actively involve them in
		business	improving local business conditions and
		improvement and	related policy questions
		policy decisions	
P-3	10.01	Prepare	Help the community manage future disruptive
		Community	events like the COVID-19 pandemic &
		Readiness Plan	Hurricane Helene by preparing a special plan
			to increase its readiness and resilience
	10.06	Support County in	Improve regional readiness and resilience to
		implementing top	respond to natural hazards by helping the
		projects from 2025	County implement the regional hazard
		South Mountains	mitigation plan.
		Regional Hazard	
		Mitigation Plan,	
	10.07	once it's updated	Identify and purpus new revenue sources to
	10.07	Explore and advocate for	Identify and pursue new revenue sources to help provide local public services.
		additional revenue	netp provide tocat public services.
		options, like 1/4-	
		cent sales tax,	
		grants, and loans	
	10.08	Conduct analysis	Help make sure all of the City's adopted plans
		to ensure full	are working together in a coordinated manner
		alignment of	by analyzing their consistency.
		adopted City plans	
	NEW	Support a	Include things like how to download and use
		technology	popular apps such as the Park Mobile app
	1		

tuto	ring/ digital	used downtown, access disaster &
liter	acy and safety	emergency information apps, and learn about
seri	es focused on	cyber security best practices and basics of
olde	er adults	using devices. Ex: Tuscaloosa
		(https://www.cspwal.com/) .
		May also off a digital job skills session and
		professional development training to help
		older adult workers transition from manual
		labor to office jobs, including those in remote
		or hybrid settings. Ex. Jersey City Housing
		Authority
		(https://www.jerseycityha.org/digitalinclusion)
		May also promote freelance work:
		https://www.aarp.org/work/careers/find-
		freelance-work-between-jobs/
NEW Imp	rove access to	Seek ways to accommodate citizens with
	lic meetings	hearing loss into public forums (i.e.
	earing	technology that integrates with hearing aids or
	aired	similar, or through use of real-time closed
		captioning).
NEW Imp	rove	Ask NCDOJ to do a community presentation
	reness of Elder	directed towards older adults:
Abu	se, Financial	https://ncdoj.gov/public-protection/outreach/
	oitation, and	
	raud/Scams	
or F	raud/Scams	

#### AARP DOMAIN #8 HEALTH SERVICES AND COMMUNITY SUPPORT

At some point, every person of every age gets hurt, becomes ill or simply needs some help. While it's important that assistance and care be available nearby, it's essential that residents are able to access and afford the services required. -AARP

PRIORITY LEVEL	GEN H PLAN NO.	PROJECT NAME	DESCRIPTION
P-1	6.01	Align utility and infrastructure policy/plans with land use plans and with	Coordinate land use, utility, and infrastructure planning and policies with partner agencies to advance community goals.

#### Section 5, Item U.

		local and state partners	
P-2	9.06	Support opportunities to strengthen local wrap around services for community members experiencing homelessness, mental illness, substance abuse, domestic abuse, and other issues	Help improve social service delivery by supporting provision and coordination of integrated solutions and assistance.
P-3	6.02	Explore options to help community pursue renewable energy and energy efficiency improvements	Research ways to increase the use of clean energy as a percentage of overall energy needs, and engage partners on promising options.
	6.03	Explore options for funding watershed protection to ensure clean water supply	Research ways to protect water supply by investing resources in watershed protection.
	6.04	Pursue additional water, wastewater, and stormwater projects	Fund priority utility and infrastructure projects to provide water, wastewater, and stormwater management services
	9.03	Conduct cost- benefit analysis to see	Use analytical tools to evaluate the community benefits of future public investments.

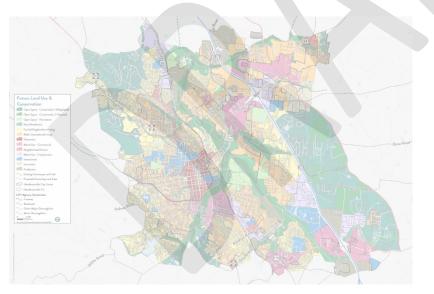
	which public investments would deliver the most value	
10.02	Develop Community Emergency Response Teams (CERT) to help with community preparedness	Create and train a corps of local volunteers to assist during natural disasters and other disruptive community events.
NEW	Work with NCDHHS to amplify their SNAP/ Senior Resources programs	Enhance presence at festivals/community events. Provide education to ensure older adults are aware of nutritional support. https://www.ncdhhs.gov/divisions/child-and-family- well-being/food-and-nutrition-services-food- stamps/senior-resources-communications-toolkit
New	Create Disaster Preparedness Kits/info sessions aimed at the needs of older adults / vulnerable communities	Provide training on preparing for disasters and distribute preparedness kits to participants. <b>Ex:</b> <b>Wilmington, Delaware</b> (https://www.facebook.com/DelawareResilienceHub)

#### IMPLEMENTATION

The City of Hendersonville Age-Friendly Action Plan includes many action steps to help the City of Hendersonville move quickly and effectively from planning to implementation to begin pursuing its shared community vision. The projects found in this Plan represent a years-long, and ever-evolving undertaking, however. Priorities may change, funds may shift, and this document is a snapshot of the current landscape (Spring 2025) and, unless updated periodically, may in time lose

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relevance. In order to track implementation milestones, these projects will be entered into the City's "Achievelt" software<sup>40</sup>. This software provides a comprehensive and strategic way to track complex projects that span multiple work groups or departments and includes a dashboard for ease of use.



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#### CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Jamie Carpenter	<b>MEETING DATE:</b>	July 1, 2025
AGENDA SECTION:	Consent	DEPARTMENT:	Downtown
TITLE OF ITEM:	Resolution to Permit Alcoholic Events-Jamie Carpenter, Downt	e	raha Brewing Summer

**SUGGESTED MOTION(S):** I move City Council to adopt the resolution to permit the possession and consumption of alcoholic beverages at the 2025 Oklawaha Brewing Oktoberfest and Lazr Luvr Rock the Block Events.

**SUMMARY:** The Oklawaha Brewing events were previously approved by the Special Events Committee for July 5 and October 11, 2025. This resolution is to permit the possession and consumption of alcoholic beverages at the approved events.

ATTACHMENTS: Resolution

Resolution #R-25-52

#### HENDERSONVILLE, NORTH CAROLINA RESOLUTION TO PERMIT THE POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE 2025 OKLAWAHA BREWING OKTOBERFEST AND LAZR LUVR ROCK THE BLOCK EVENTS

**WHEREAS,** North Carolina General Statute 18B-300 (c)(3) permits a city or county, by local ordinance, to regulate or prohibit the possession of malt beverages and unfortified wine on public streets, alleys, or parking lots which are temporarily closed to regular traffic for special events, and;

WHEREAS, Section 6-2 (d) of the City of Hendersonville Code of Ordinances establishes that it "shall not be unlawful for any person to possess or consume any alcoholic beverage on public streets, alleys or parking lots which are temporarily closed to regular traffic for special events, if the city council has adopted a resolution making provisions for the possession and consumption of malt beverages or unfortified wine or both at such special event, to the extent permitted by such resolution."

**NOW THEREFORE BE IT RESOLVED** by the city council of the City of Hendersonville, North Carolina, pursuant to the authority granted by general statute and according to the duly adopted local ordinance that,

Oklawaha Brewing Company is permitted to host 2 summer concert events on the following dates, July 5 and October 11<sup>th</sup>, 2025.

Furthermore, that the possession of alcohol in the form of malt beverages and unfortified wine, be permitted within the event footprint established by the City Special Events Committee and the associated North Carolina Alcohol Beverage Control Special Event Permit on the dates listed above.

**ADOPTED** by the City Council of the City of Hendersonville, North Carolina, on this 3rd day of July 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:	Daniel Heyman, Staff Attorney	<b>MEETING DATE:</b>	July 2, 2025
AGENDA SECTION:	CONSENT AGENDA	DEPARTMENT:	Legal Department
TITLE OF ITEM: Comebaq Courts Grant to Rehal Mark Stierwalt, Public Works Su			urk Basketball Courts –

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

I move City Council adopt a Resolution by the City of Hendersonville City Council Accepting a Grant from Retail Sports Marketing, Inc. for the Purpose of Rehabilitating the Sullivan Park Basketball Courts.

#### SUMMARY:

The City has been awarded a grant from Retail Sports Marketing, Inc., in partnership with Opella Healthcare Group and the Icy Hot brand, to provide funding in the amount of \$45,000 to rehabilitate the basketball courts at Sullivan Park. The grant is part of a partnership with the Shaquille O'Neal Foundation's "Comebaq Court" initiative.

The City would directly manage the rehabilitation of the court's surface and basketball goals. RSM, as fiscal sponsor, would make direct payments to the City's contractor up to \$45,000 for the court rehabilitation. In addition, RSM has agreed to work with Opella Healthcare Group, Icy Hot, and Dollar General to secure an additional grant to benefit the Boys & Girls Club of Henderson County supporting literacy initiatives.

#### **ATTACHMENTS:**

Grant Commitment Letter

# **RSM**

Retail Sports Marketing, Inc. 10150 Mallard Creek Rd Charlotte, NC 28262 704-717-9400 Chadf@rsmbiz.com

Date: 6/25/25

#### TO:

City of Hendersonville Mark Stierwalt 305 Williams St Hendersonville, NC 28792

AND Henderson County Boys & Girls Club Kent Parent 1304 Ashe St Hendersonville, NC 28792

#### Subject: Grant Commitment Letter – Icy Hot & Dollar General Court Refresh

#### Initiative

Dear Mark Stierwalt and Kent Parent,

Retail Sports Marketing, Inc. ("RSM") – on behalf of Opella Healthcare Group and the Icy Hot brand – is pleased to confirm its commitment to support Henderson County and the Henderson County Boys & Girls Club through the Icy Hot court refresh initiative—a community impact program powered by Icy Hot and designed to enhance wellness and educational opportunities for local youth.

#### **Grant Overview:**

RSM will provide a total of \$45,000.00 in funding to support this initiative, distributed as follows:

- \$45,000 to City of Hendersonville for the renovation and upfit of a public basketball court that will serve as a shared recreational space for the surrounding community and be actively utilized by the Henderson County Boys & Girls Club. Renovation includes crack repair, court resurfacing and new basketball goals installed. - Retail Sports Marketing ("RSM") shall act solely as the fiscal agent for the basketball court renovation project. As such, RSM will remit payment directly to all approved vendors for goods and services rendered in connection with the court renovation.

- The City of Hendersonville serves as the primary point of contact for all vendor communications, project oversight, and operational coordination. RSM shall not be involved in the selection or management of vendors beyond the facilitation of payments.

- All vendors contracted for the project must carry adequate insurance coverage as defined by applicable standards. Each vendor shall provide a valid Certificate of Insurance (COI) naming RSM and the City of Hendersonville as additional insureds prior to the commencement of any work or services.

- The City of Hendersonville and all vendors engaged by the City shall bear sole responsibility for any and all claims, damages, or liabilities arising from or related to the performance of services or execution of the project. RSM shall assume no liability beyond its role as fiscal agent.

- Retail Sports Marketing, Icy Hot brand and Opella will work with Dollar General to secure an additional literacy grant for the Boys & Girls Club of Henderson County to support literary initiatives. RSM will act as liaison between the parties to help ensure funds are secured and used in the manner presented on behalf of the Boys & Girls Club of Henderson County.

#### Use of Funds:

Each grant must be used solely for the purpose outlined above. Funds may not be redirected or used for unrelated activities without written approval from RSM. Any unused funds must be returned or reallocated based on mutual agreement in writing.

#### Reporting & Accountability:

Each organization agrees to provide a final report to RSM no later than November 1, 2025, detailing:

- A summary of how the funds were utilized.

- Documentation of expenditures (receipts, invoices, etc.).

- Photos and/or storytelling content that highlights program outcomes and community impact.

#### Acknowledgment:

RSM is proud to serve as the fiscal administrator of this program and looks forward to working closely with both Henderson County and the Boys & Girls Club to bring this initiative to life. We are confident that this partnership will positively impact the youth and families of Henderson County for years to come.

Please acknowledge your acceptance of this grant and its terms by signing below. If you have any questions or require additional information, feel free to contact us at any time.

Section 5, Item W.

Sincerely, Retail Sports Marketing, Inc.

Chad Freeman Account Executive Date: 6/25/25

#### Acknowledged and Agreed:

\_\_\_\_\_

City of Hendersonville

Mark Stierwalt Superintendent of Public Works Date: \_\_\_\_\_

\_\_\_\_\_

Henderson County Boys & Girls Club

Kent Parent CEO Date: \_\_\_\_\_

#### Resolution #

#### RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL ACCEPTING A GRANT FROM RETAIL SPORTS MARKETING, INC. FOR THE PURPOSE OF REHABILITATING THE SULLIVAN PARK BASKETBALL COURTS

**WHEREAS,** the Comebaq Courts Foundation (the "Foundation") has established a grant that provides funding to municipalities for the rehabilitation of the Sullivan Park Basketball Courts; and

**WHEREAS,** The Foundation, through Retail Sports Marketing, Inc. ("RSM") has agreed to award the City \$45,000.00 to be used for rehabilitating the basketball courts, including fixing the court surface and replacing the basketball goals; and

**WHEREAS**, the City of Hendersonville desires to accept the grant funds, and authorize the execution of the grant funding agreement.

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

- 1. The City hereby accepts the grant from the Foundation and RSM to be used for the rehabilitation of the Sullivan Park Basketball Courts; and
- 2. The City Manager, or his designee, is authorized to execute the Grant Commitment Letter, with such changes as he deems appropriate, provided they are consistent with the terms of this Resolution; and
- 3. City Staff are authorized and directed to proceed with the rehabilitation for the courts.

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 Murry, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



#### CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Caitlyn Gendusa	<b>MEETING DATE:</b>	6/5/2025
AGENDA SECTION:	PRESENTATION	DEPARTMENT:	Public Works
TITLE OF ITEM:	Electric Vehicle Charger Program Superintendent – Sustainability	o Overview – Caitlyn	Gendusa, Public Works

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

N/A

#### **SUMMARY:**

Caitlyn Gendusa will present an overview of the City's current electric vehicle charging station program for City Council to consider long term goals and potential for implementing a customer fee.

**BUDGET IMPACT:** None at this time.

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

If no, describe how it will be funded. NA

#### **ATTACHMENTS:**

Electric Vehicle Charger Program Overview



# City of Hendersonville Electric Vehicle Charger Program Overview



Section 6, Item A.

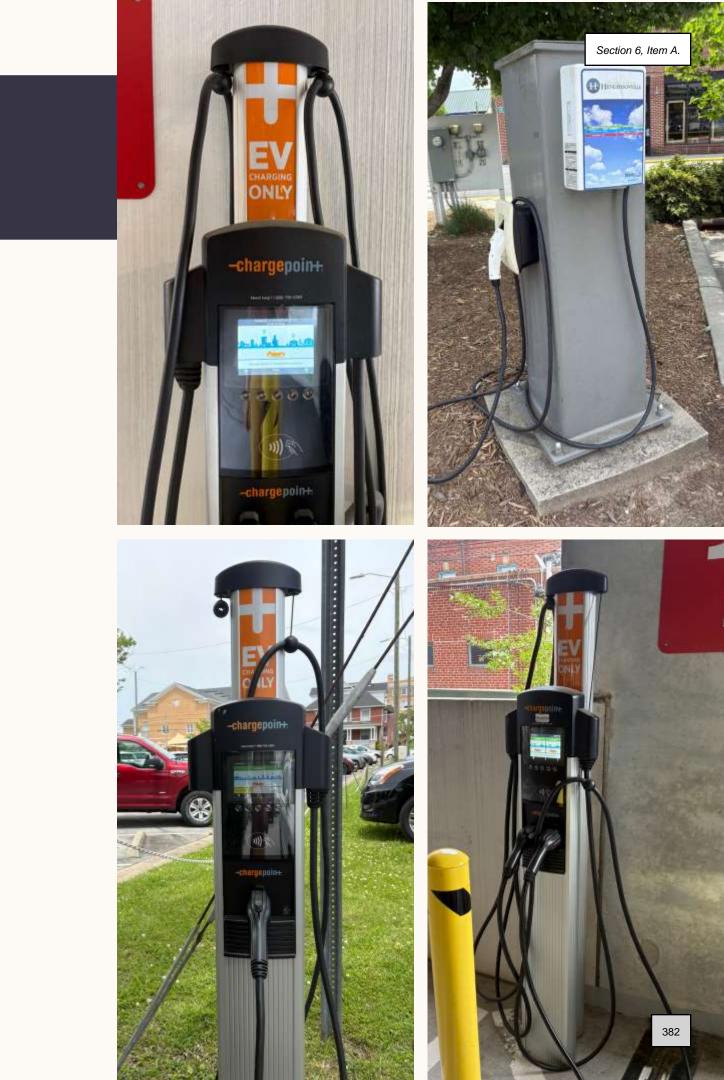
### **Current EV Charging Stations**

### Publicly available:

- Two Level 2 stations at Parking Deck Located at the corner of 5th Avenue and Church Street on the first level four spaces available
- One Level 2 station at Azalea Lot Located at 301 North King Street Hendersonville, NC 28792 – one space available
- One Level 2 station at Dogwood Lot Located at 201-299 4th Ave W Hendersonville, NC 28792– one space available

Private (for City fleet vehicles only):

• One Level 2 charging source at Motor Pool



## **Current Energy Demand of Stations**

2023: 6,480 kWh used

2024: 10,736 kWh used (up 66% from 2023)

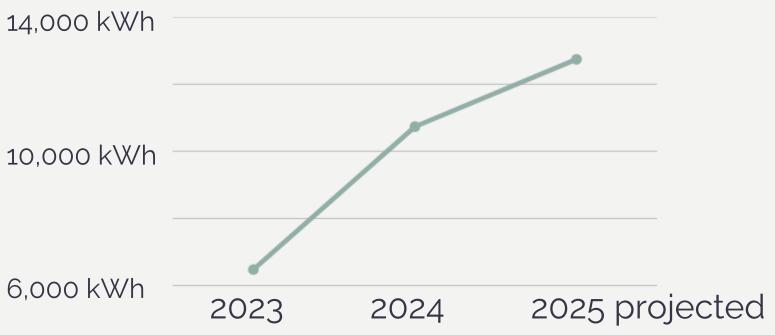
2025: 4,247 kWh (only from January-April)

16,534 kg Greenhouse gas savings total -10,000 kWh equivalent of planting 424 trees and letting them grow for 10 years

6,000 kWh

Section 6, Item A.

### Demand of EV Charging Stations



6000

5000

4000

3000

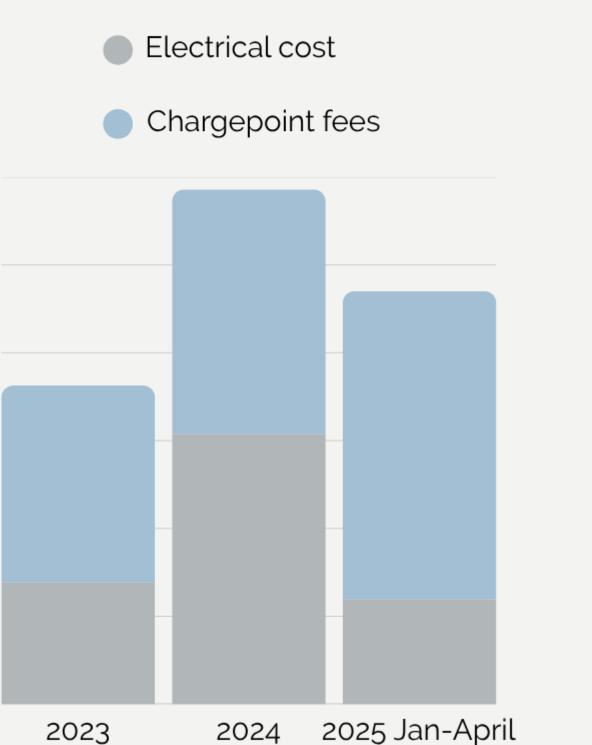
2000

1000

Ο

Total Cost \$

# Maintenance Costs over time



Note: EV charging stations cost approximately \$7,000 and \$600 to install in house. Chargers last about 10 years.

# **Consideration for Implementing Fee**

## Fee to recoup costs: \$0.95/kWh

Breakdown:

\$2,700/year towards EV charger replacement for 3 current stations

\$3,500 current Chargepoint fee/year

\$3,079 estimated yearly electrical cost

+ 10% fee from Chargepoint for payments

# **Average rate in NC:** \$0.30-\$0.40/kWh

#### CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY PLANNING DIVISION

SUBMITTER:	Matthew Manley	<b>MEETING DATE:</b>	July 2, 2025
AGENDA SECTION:	New Business	DEPARTMENT:	Community Development

**TITLE OF ITEM:**Rezoning: Standard Rezoning – Old Sunset Hill Rd Rezoning | Albea & Taylor<br/>(25-38-RZO) – Matthew Manley, AICP – Long-Range Planning Manager

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

For Decommonding Anneoval	For Decommonding Denial.	
For Recommending Approval:	For Recommending Denial:	
I move City Council <b>adopt</b> an ordinance amending the	I move City Council <u>deny</u> an ordinance amending the official zoning map of the City of Hendersonville	
official zoning map of the City of Hendersonville	changing the zoning designation of the subject (PINs:	
changing the zoning designation of the subject	9579-98-0375, 9579-98-3527, 9579-99-4115, 9579-	
property (PINs: 9579-98-0375, 9579-98-3527, 9579-	99-8724) from Henderson County Residential Two	
99-4115, 9579-99-8724) from Henderson County	Rural to R-15, Medium Density Residential Zoning	
Residential Two Rural to R-6, High Density Residential Zoning District based on the following:	District or R-6, High Density Residential Zoning	
Residential Zonnig District based on the following.	District based on the following:	
1. The petition is found to be with the City of		
Hendersonville Gen H Comprehensive Plan based on	1. The petition is found to be consistent with the City of Hendersonville Gen H 2045 Comprehensive Plan	
the information from the staff analysis and the public	based on the information from the staff analysis	
hearing, and because:	and the public hearing, and because:	
R-6 Zoning is consistent with the Future Land Use	L 0/	
and Conservation Map due to the subject property's	The proposed zoning of single-family	
designation as 'Multi-Generational Living' and due	residential is inconsistent with the	
to the location of the subject property in a 'Focused	Focused Intensity Node designation for	
Intensity Node' as established in Chapter 4 of the	the subject property in the Future Land	
Gen H Comprehensive Plan.	Use & Conservation Map.	
2. Furthermore, we find this petition to be reasonable	2. We do not find this petition to be reasonable and in	
and in the public interest based on the information from	the public interest based on the information from	
the staff analysis, public hearing and because:	the staff analysis, public hearing and because:	
	1. The proposed zoning is incompatible with the	
1. The proposed zoning allows for the	surrounding land uses	
provision of additional housing to offset local demand.	2. The proposed zoning would result in	
2. The proposed zoning district's permitted	increased traffic congestion to the	
uses are consistent with nearby	surrounding area	
developments	3. The proposed zoning would result in	
developments	environmental degradation	
[DISCUSS & VOTE]		
	[DISCUSS & VOTE]	

**SUMMARY:** The City of Hendersonville is initiating zoning for 4 properties totaling 21.32 acres that were recently annexed into the City Limits. The properties are owned by Gregory Albea, Julianne Albea, Jospeh Taylor, and Laura Taylor. The City is requesting to assign zoning to the subject properties, PINs: 9579-98-0375, 9579-98-3527, 9579-99-4115, 9579-99-8724, located off Old Sunset Hill Road. The properties were zoned under Henderson County as 'Residential Two Rural'. The Planning Board has unanimously recommended an initial City zoning of R-6, High Density Residential to establish consistency with the Comprehensive Plan. R-15 was also given consideration given some of the surrounding land uses and existing densities. Future development of the subject property exceeding 51 units would require a rezoning to a Conditional Zoning District.

There is no binding site plan for this initial zoning nor conditions placed on the site. All permitted uses within the R-6 district would be allowed on the site.

The Planning Board voted unanimously to support recommending the assignment of R-6 zoning choosing this zoning district over the alternative R-15 zoning district.

PROJECT/PETITIONER NUMBER:	25-38-RZO
PETITIONER NAME:	<ul> <li>City of Hendersonville [Applicant]</li> <li>Gregory Albea, Julianne Albea, Jospeh Taylor, and Laura Taylor [Owner]</li> </ul>
ATTACHMENTS:	<ol> <li>Staff Report</li> <li>Comprehensive Plan Evaluation</li> <li>Planning Board Summary</li> <li>Proposed Zoning Map</li> <li>Draft Ordinance</li> </ol>

#### <u>REZONING: CONDITIONAL REZONING –OLD SUNSET HILL REZONING |</u> <u>ALBEA & TAYLOR (25-38-RZO)</u>

#### CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT STAFF REPORT

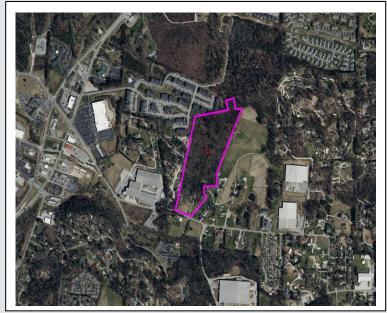
PROJECT SUMMARY	
EXISTING ZONING & LAND USE	
SITE IMAGES	
FUTURE LAND USE	
DEVELOPER-PROPOSED CONDITIONS:	Error! Bookmark not defined.
OUTSTANDING ISSUES & CITY PROPOSED CONDITIONS:	Error! Bookmark not defined.
REZONING ANALYSIS - GENERAL REZONING STANDARDS (ARTICLE	E   -4)
DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REAS	SONABLENESS STATEMENT II



Page J

#### PROJECT SUMMARY

- Project Name & Case #:
   25-38-RZO
- Applicant & Property Owner:
  - City of Hendersonville [Applicant]
  - Gregory and Julianne Albea [Owner]
  - Joseph and Laura Taylor [Owner]
- Property Address:
  - o 205 Old Sunset Hill Road
- Project Acreage:
  - o 21.32 total
- Parcel Identification (PIN):
  - o 9579-98-0375
  - o 9579-98-3527
  - o 9579-99-4115
  - o 9579-99-8724
- Current Parcel Zoning:
  - Henderson County Residential Two Rural
- Future Land Use Designation:
  - o Henderson County- Infill Area
  - City of Hendersonville- Multi-Generational Living
- Recommended Zoning:
  - o R-6, High Density Residential

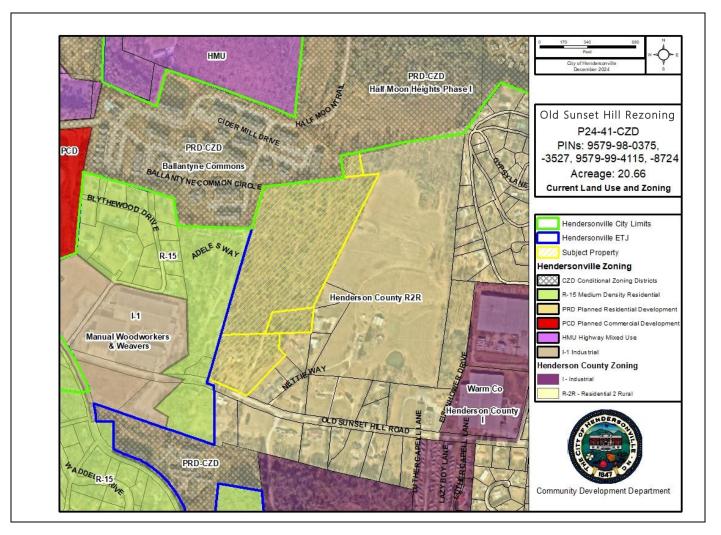


SITE VICINITY MAP

The City of Hendersonville is initiating zoning for 4 properties totaling 21.32 acres that were recently annexed into the City Limits. The properties are owned by Gregory Albea, Julianne Albea, Jospeh Taylor, and Laura Taylor. The City is requesting to assign zoning to the subject properties, PINs: 9579-98-0375, 9579-98-3527, 9579-99-4115, 9579-99-8724, located off Old Sunset Hill Road. The properties were zoned under Henderson County as 'Residential Two Rural'. The Planning Board has unanimously recommended an initial City zoning of R-6, High Density Residential to establish consistency with the Comprehensive Plan. R-15 was also given consideration given some of the surrounding land uses and existing densities. Future development of the subject property exceeding 51 units would require a rezoning to a Conditional Zoning District.

There is no binding site plan for this initial zoning nor conditions placed on the site. All permitted uses within the R-6 district would be allowed on the site.

#### EXISTING ZONING & LAND USE



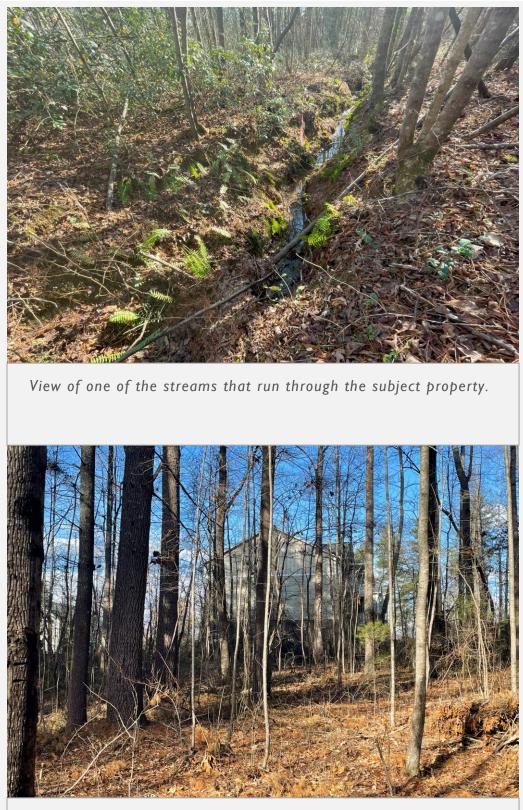
#### City of Hendersonville Current Zoning & Land Use Map

The subject property comprises four parcels currently zoned Henderson County Residential Two Rural. To the north, parcels are zoned Planned Residential Development Conditional Zoning District and include Ballantyne Commons, an apartment community with a density of 12 units per acre, and Half Moon Heights Phase One, a single-family development with a density of 2.67 units per acre. A stub out from Half Moon Heights Phase One should provide connectivity to the subject properties. Farther north, single-family home subdivisions (Major PRDs), including Wolf Chase and Wolf Pen, have densities of 2.6 and 2.7 units per acre, respectively.

Parcels to the east consist primarily of smaller lots with single-family homes. However, a large, underutilized property directly adjacent to the subject property has redevelopment potential in the future.

To the west, the Connor Creek Mobile Home Park occupies the neighboring parcel. This park contains 94 mobile/manufactured home units, with a density of 12 units per acre. According to a recent survey, some mobile homes in Connor Creek encroach on the subject property.

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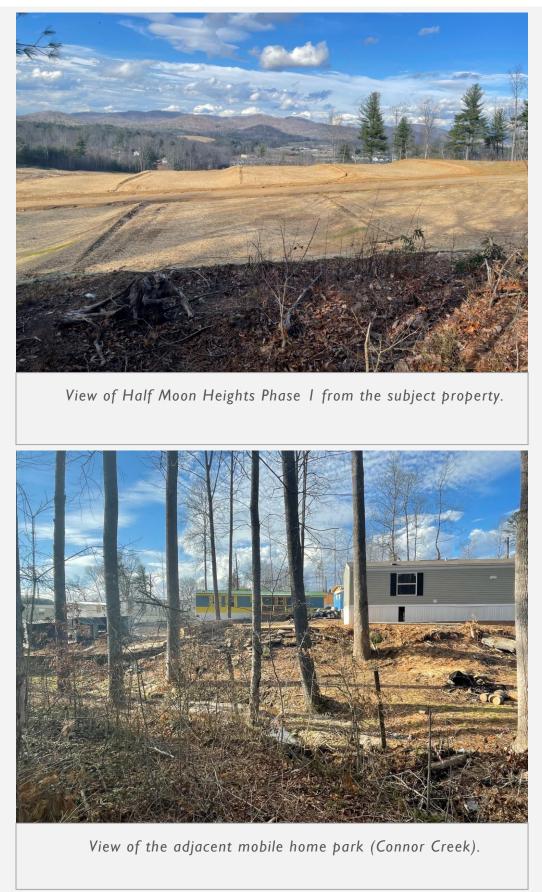


View from the subject property to the adjacent apartment development (Ballentyne Commons)

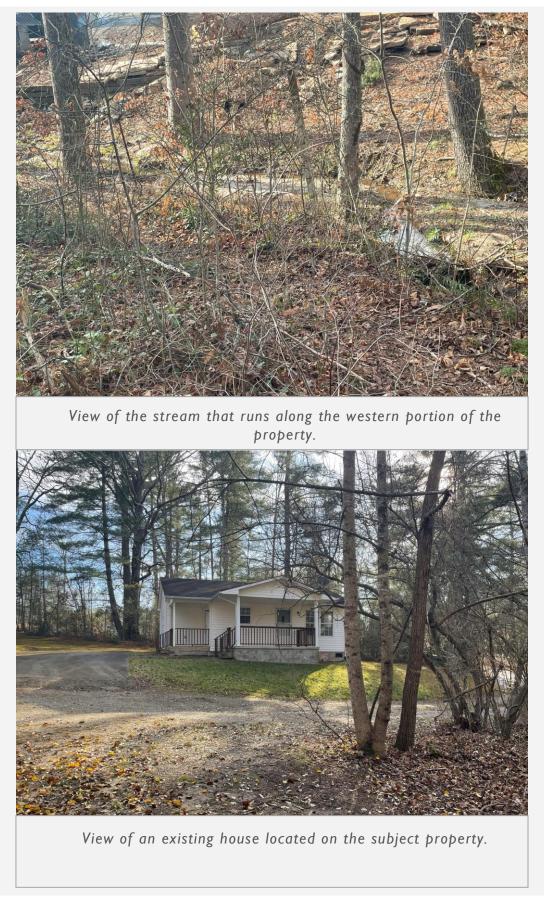


View of the largely underutilized land to the east of the subject property.

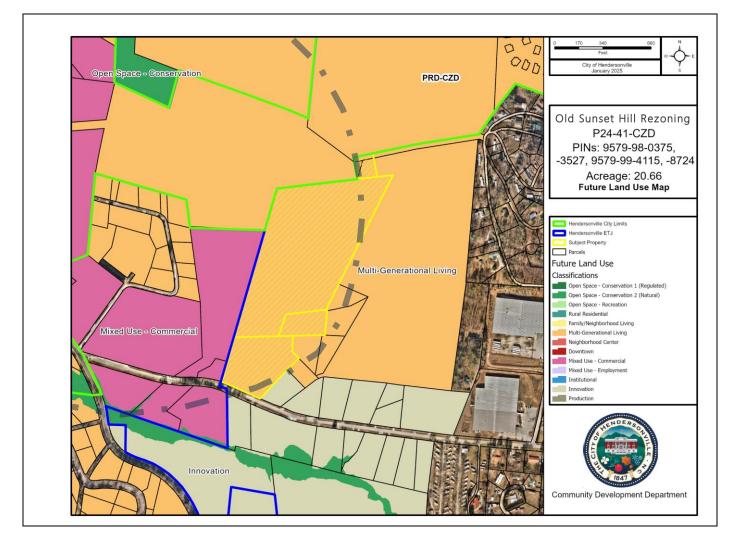
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City of Hendersonville Future Land Use Map

The subject property is designated as Multi-Generational Living. These parcels and all other surrounding parcels included in existing Planned Residential Developments have this designation. Parcels to the west are designated as Mixed-Use Commercial and these parcels include the Connor Creek Mobile Home Park as well as the Manual Woodworkers & Weavers. The large, underdeveloped parcel to the east is designated as Multi-Generational Living. Parcels to the south along Old Sunset Hill Road are designated as innovation and Open Space Conservation.

## REZONING ANALYSIS - GENERAL REZONING STANDARDS (ARTICLE 11-4)

GENERAL REZONING STANDARDS		
1) Comprehensive Plan Consistency	<ul> <li>Land Supply, Suitability &amp; Intensity</li> <li>Land Supply: The subject property is <u>outside</u> the scope of the land supply map.</li> <li>Land Suitability: The subject property was <u>not</u> evaluated.</li> <li>Focused Intensity Node: The subject property <u>is</u> in a Focused Intensity Node centered at the intersection of Howard Gap Road and Chimney Rock Road.</li> <li>Development Intensity: Highest</li> <li>Focus Area: N/A</li> </ul>	
	Future Land Use & Conservation Map- Designation: Multi-Generational Living Character Area Description: Consistent Zoning Crosswalk: Consistent	
	Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property – The subject property is located near four Planned Residential Developments, including three single-family developments and one multi- family development. Additionally, it is in close proximity to Chestnut Ridge, a subdivision under Henderson County's jurisdiction that was platted in 1988 and consists of approximately 118 lots on 62 acres. The US 64 corridor continues to experience growth, driven by the presence of large undeveloped and underdeveloped parcels in the surrounding area.	
2) Compatibility	GEN H COMPREHENSIVE PLAN GOALS (Chapter IV) Vibrant Neighborhoods: Somewhat Consistent Abundant Housing Choices: Consistent Healthy and Accessible Natural Environment: Somewhat Consistent Authentic Community Character: N/A Safe Streets and Trails: Somewhat Inconsistent Reliable & Accessible Utility Services: Consistent Satisfying Work Opportunities: N/A Welcoming & Inclusive Community: N/A Accessible & Available Community Uses and Services: N/A Resilient Community: N/A	



	GEN H COMPREHENSIVE PLAN GUIDING PRINCIPLES (Chapter IV)
	Mix of Uses: Inconsistent
	Compact Development: Consistent
	Sense of Place: Inconsistent
	Conserved & Integrated Open Spaces: Inconsistent
	Desirable & Affordable Housing: Consistent
	Connectivity: Inconsistent
	Efficient & Accessible Infrastructure: Inconsistent
	Whether and the extent to which there are changed conditions,
3) Changed	trends or facts that require an amendment -
Conditions	The subject property has been annexed into the City. Once annexed, the
conditions	City must apply zoning to the parcels. City staff recommends that the
	zoning be consistent with the Gen H Comprehensive Plan.
	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 -
	Based on the 2025 Bowen Housing Needs Assessment (Asheville Region),
4) Public Interest	Henderson County has an estimated for-sale housing gap of 4,403 Units
4) Public Interest	over the next 5 years. This represents one of the largest gaps in the
	WNC region. Over the last 3 years, the City of Hendersonville has
	approved 634 detached single-family homes. It should also be noted that
	the City of Hendersonville represents 15.5% of the households in
	Henderson County with a goal to grow that percentage. Accommodating
	20% of the needed for-sale housing units results in 880 units.
	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
5) Public	Howard Gap Road is a NCDOT maintained road, identified in the
Facilities	Comprehensive Transportation Plan as a boulevard in need of
	improvements. If approved, the site would be served by City of
	Hendersonville water and sewer services. Water infrastructure is already
	available on Old Sunset Hill Road, while sewer service would need to be
	extended from the Connor Creek Mobile Home Park to the west.
	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 -
6) Effect on	No development is proposed at this time. Therefore there are no known
Natural	impacts on the natural environment as a result of this rezoning.
	Approximately 19.5 acres of the 21+acre property are currently covered
Environment	by an existing tree canopy. The site also includes blue-line streams.
	These streams would be required to be protected in compliance with the
	natural resource provisions of the zoning ordinance. Additionally,
	wetlands have been identified on the site; however, unlike blue-line
	streams, the zoning ordinance does not extend specific protections to wetlands.

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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:

R-6 Zoning is consistent with the Future Land Use and Conservation Map due to the subject property's designation as 'Multi-Generational Living' and due to the location of the subject property in a 'Focused Intensity Node' as established in Chapter 4 of the Gen H Comprehensive Plan.

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]

- The proposed zoning allows for the provision of additional housing to offset local demand.
- The proposed zoning district's permitted uses are consistent with nearby developments

DRAFT [Rational for Denial]

- The proposed zoning is incompatible with the surrounding land uses
- The proposed zoning would result in increased traffic congestion to the surrounding area
- The proposed zoning would result in environmental degradation

Section 7, Item A.

Old Sunset Rezoning (25-38-RZO) - R-6		
Chapter 4 - The Vision for the Future Consistent Inconsister		
SUPPLY, SUITABILITY, & INTENSITY		
LAND SUPPLY MAP (Pg. 81, Figure 4.4)	N/A	
LAND SUITABILITY MAP (Pg. 84-86, Figure 4.5-4.7)	AP (Pg. 84-86, Figure 4.5-4.7) N/A	
DEVELOPMENT INTENSITY MAP (Pg. 89, Figure 4.9)	Consistent	
FUTURE LAND USE & CONSERVATION MAP		
Future Land Use and Conservation Map (Note classification here, Pg. 117, Figure 4.12)	Multi-Generational Living	
Character Area Description (Pg. 122-131)	Consistent	
Zoning Crosswalk (Pg. 132-133, Figure 4.18) Consistent		
Focused Intensity Node (Pg. 119) Consistent		
Focus Area Map (Pg. 134-159)	N/A	

Section 7, Item A.

Old Sunset Rezoning (25-38-RZO) - R-6		
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.	Somewhat 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.		Inconsistent
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.		Inconsistent
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.		Inconsistent
Authentic Community Character (Pg. 94)		
Downtown remains the heart of the community and the focal point of civic activity	N/A	
A development near a gateway sets the tone, presenting the image/brand of the community.	N/A	
Historic preservation is utilized to maintain the city's identity.	N/A	
City Centers and neighborhoods are preserved through quality development.	N/A	
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.		Inconsistent
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.		Inconsistent
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.	N/A	
The lives of residents are enriched with opportunities to learn, build skills, and grow professionally.	N/A	
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.	N/A	
Accessible & Available Community Uses and Services (Pg. 97)		
Private development is plentiful, meeting the demands of current and future populations.	N/A	N/A
Resilient Community		
N/A		
GUIDING PRINCIPALS (pg. 98)		
Mix of Uses (Pg. 98)		
Revitalization of Outdated Commercial Areas		Inconsistent
New business and office space promotes creative hubs.	N/A	
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]		Inconsistent
Conserved & Integrated Open Spaces (Pg. 106)		
A diverse range of open space elements are incorporated into the development.		Inconsistent
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.		Inconsistent
Efficient & Accessible Infrastructure (Pg. 114)		
The development utilizes existing infrastructure		Inconsistent





PLANNING BOARD RECOMMENDATION PROJECT#: 25-38-RZO MEETING DATE: June 12, 2025

## PETITION REQUEST: Old Sunset Hill Rd Rezoning | Albea & Taylor

APPLICANT/PETITIONER: City of Hendersonville (applicant)

Gregory & Julianne Albea + Joseph & Laura Taylor Family (owners)

## PLANNING BOARD ACTION SUMMARY:

Staff gave an <u>14-minute</u> presentation on the requested development – recommending two zoning districts as options (R-6 & R-15), reviewing a comparison of the two zoning districts as it relates to guidance from the Gen H Comprehensive Plan as well as reviewing the criteria for considering a rezoning. The Planning Board asked questions pertaining to property owner consent for the initial assignment of zoning, how a property was annexed without receiving development approval, and the location of the ETJ boundary. In total Planning Board considered this item for <u>30 minutes</u>.

## OWNER PRESENTATION:

The property owner, Gregory Albea, was present. He discussed the previous transaction that fell through and made mention of a potential new development group interested in the property. He stated that he assumed that he had signed some paperwork that allowed for the property to be annexed, but he was not expressly knowledgeable that it would lead to his property coming into the City's jurisdiction until after the previous developer notified him that they were no longer pursuing the purchase.

He mentioned that the quality woodlands on the property are limited and that the property had previously been logged resulting in lower quality wooded conditions and that the logging activity likely contributed to the creation of wetlands on the property.

He also stated that the encroachment of the neighboring Connor Creek mobile home park is being worked out. He also mentioned that the quality of the mobile home park has improved.

He also stated that they are anxious to sell the property as it is no longer of use to them.

PUBLIC COMMENT:

- No other members of the public spoke

## DELIBERATION:

The Planning Board deliberated about the density of neighboring projects, specifically Ballantyne Commons (12 units per acre). They discussed the fact that R-15 would be inconsistent with the Gen H and that the Comprehensive Plan should be followed given how new it is and the level of investment that was made in it.

## MOTION:

Kyle Gilgis moved that the Planning Board recommend approval providing the following:

COMPREHENSIVE PLAN CONSISTENCY STATEMENT:

R-6 zoning is consistent with the Future Land Use and Conservation Map due to the subject property's designations as 'Multi-Generational Living' and due to the location of the subject property in a 'Focused Intensity Node' as established in Chapter 4 of the Gen H Comprehensive Plan

## **REASONABLENESS STATEMENT:**

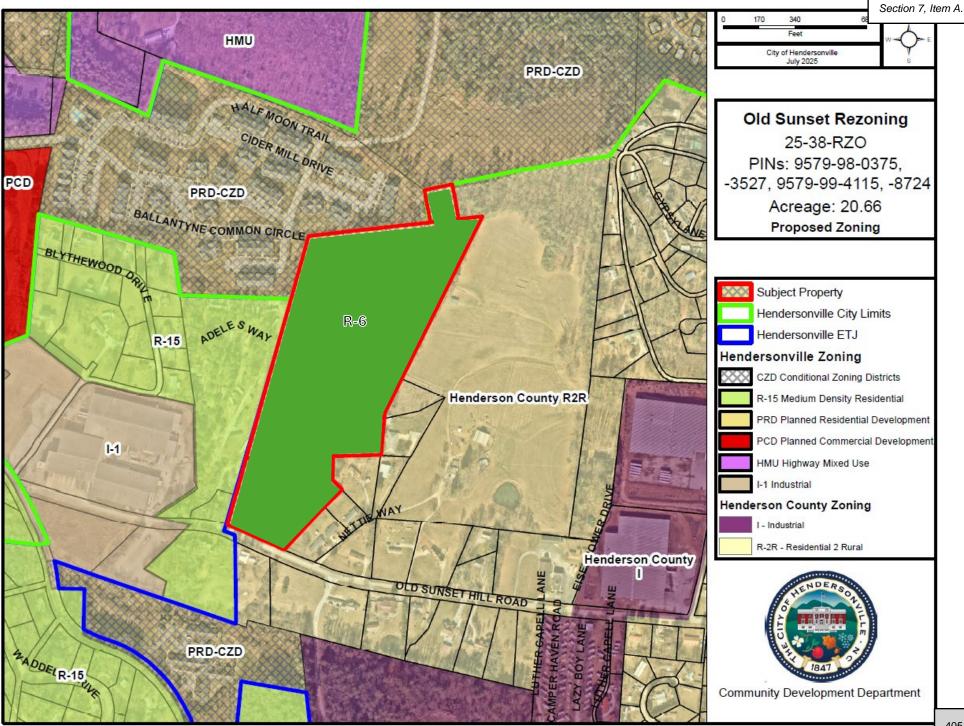
#### [Rationale for Approval]

1. The proposed zoning allows for the provision of additional housing to offset local demand.

2. The proposed zoning district's permitted uses are consistent with nearby developments.

## BOARD ACTION

- Motion/Second: Gilgis / Rippy
- Yeas: Gilgis, Rippy, Waters, Johnson, McKinley, Peacock (Vice), Robertson (Chair)
- Nays:
- Absent: Russell, Flores



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 9579-98-0375, 9579-98-3527, 9579-99-4115, 9579-99-8724), BY ASSIGNING THE ZONING DESIGNATION FROM HENDERSON COUNTY R2R, RESIDENTIAL TWO RURAL, TO R-6, HIGH DENSITY RESIDENTIAL

IN RE: Parcel Numbers: 9579-98-0375, 9579-98-3527, 9579-99-4115, 9579-99-8724 205 Old Sunset Hill Rd (Albea & Taylor) | File # 25-38-RZO

**WHEREAS,** Planning Board took up this application at its regular meeting on June 12, 2025; voting 7-0 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on July 2, 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 July 2, 2025,

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

- Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel Numbers: 9579-98-0375, 9579-98-3527, 9579-99-4115, 9579-99-8724, by changing the zoning designation from Henderson County R2R, Residential Two Rural, to R-6, High Density Residential
- 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 2<sup>nd</sup> day of July 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 PLANNING DIVISION

SUBMITTER:	Tyler Morrow	MEETING DATE:	July 2 <sup>nd</sup> , 2025
AGENDA SECTION:	Public Hearing	DEPARTMENT:	Community Development

**TITLE OF ITEM:**Rezoning: Conditional Zoning District –Spartanburg Highway Medical Office<br/>Building (25-23-CZD)–*Tyler Morrow– Current Planning Manager* 

\_ \_

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

For Approval:	<u>For Denial:</u>
I move City Council <b>adopt</b> an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PINs: 9578-41-6876 & 9578-42-5074) from C3-SU, Highway Business Special Use to CHMU-CZD, Commercial Highway Mixed Use Conditional Zoning District, for the construction of a 42,520 square foot medical office building based on the master site plan and list of conditions submitted by and agreed to by the applicant, [dated 6-4-25] 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 Permitted Uses: 1. Offices, business, professional and public	<ul> <li>I move City Council <u>denv</u> an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject (PINs: 9578-41-6876 &amp; 9578-42-5074) from C3-SU, Highway Business Special Use to CHMU-CZD, Commercial Highway Mixed Use Conditional Zoning District based on the following:</li> <li>1. 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:</li> <li>The petition is consistent with a range of Goals, Guiding Principles and the Future Land Use Designation of Chapter IV of the Gen H Comprehensive Plan.</li> </ul>
<ul> <li>[for amendments to uses or conditions discussed and agreed upon in the Council meeting (between City &amp; Developer) and not yet represented on the site plan, please use the following language. Disregard #2 if not needed]</li> <li>2. Permitted uses and applicable conditions presented on the site plan shall be amended to include:</li> <li>3. The petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the City of the petition is found to be consistent with the city of the petition is found to be consistent with the city of the petition is found to be consistent with the city of the petition is found to be consistent with the city of the petition is found to be consistent with the city of the petition is found to be consistent with the city of the petition is found to be consistent with the city of the petition is found to be consistent with the city of the petition is found to be consistent with the city of the petition is found to be consistent with the city of the petition is found to be consistent with the city of the petition is f</li></ul>	<ul> <li>2. 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:</li> <li>1. The proposed development is not compatible at this location.</li> </ul>
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	

Section 7, Item B.

Designation of Chapter IV of the Gen H Comprehensive Plan.

4. 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. The proposed development would provide citizens who reside on the southern side of Henderson County the opportunity to have primary care, physical therapy, and pharmacy service within a closer proximity to where they live.
- 2. The proposed development is within close proximity to other institutional uses along this corridor.

[DISCUSS & VOTE]

**SUMMARY:** The City of Hendersonville is in receipt of an application for a Conditional Rezoning from John Bryant, Vice President, Operations and Support Services for UNC Health Pardee, applicant and Bryan Rhodes, Capital Projects Construction Manager for Henderson County Government, property owner. The applicant is requesting to rezone the subject property, PINs 9578-41-6876 & 9578-42-5074 and located between Spartanburg Highway and Old Spartanburg Road, from C-3 SU, Highway Business Special Use to CHMU-CZD, Commercial Highway Mixed Use Conditional Zoning District for the construction of a 42,520 square foot medical office building.

[DISCUSS & VOTE]

The site plan shows one building proposed at a height of 32'. The development will have access from both Spartanburg Highway and Old Spartanburg Road. The site plan shows the development providing 195 parking spaces to serve the development. There will be a public drop off area on the southern façade of the building and a pharmacy line on the eastern façade.

PROJECT/PETITIONER NUMBER:	25-23-CZD
PETITIONER NAME:	<ul> <li>John Bryant, Vice President, Operations and Support Services for UNC Health Pardee [Applicant]</li> <li>Bryan Rhodes, Capital Projects Construction Manager for Henderson County Government [Owner]</li> </ul>
ATTACHMENTS:	<ol> <li>Staff Report</li> <li>Comprehensive Plan Review</li> <li>Preliminary Site Plan and Rendering Package</li> <li>Neighborhood Compatibility Meeting Summary</li> <li>Planning Board Meeting Summary</li> <li>Proposed Zoning Map</li> <li>Draft Ordinance</li> </ol>

<ul><li>8. Application</li><li>9. Deed</li></ul>

# <u>REZONING: CONDITIONAL REZONING – SPARTANBURG HIGHWAY MEDICAL</u> <u>OFFICE BUILDING (25-23-CZD)</u>

# **CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT STAFF REPORT**

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#### PROJECT SUMMARY

- Project Name & Case #:
  - Spartanburg Highway Medical Office Building
  - o 25-23-CZD
- Applicant & Property Owner:
  - John Bryant, Vice President, Operations and Support Services for UNC Health Pardee [Applicant]
  - Bryan Rhodes, Capital Projects
     Construction Manager for Henderson
     County Government [Owner]
- Property Address:
  - o O Spartanburg Highway
- Project Acreage:
  - o 4.54 Acres
- Parcel Identification (PIN):
  - o 9578-41-6876
  - o 9578-42-5074
- Current Parcel Zoning:
   C-3 SU, Highway Business Special Use
- Future Land Use Designation:
   Mixed Use-Employment
- Requested Zoning:
  - CHMU-CZD, Commercial Highway Mixed Conditional Zoning District.
- Requested Uses:
  - Offices, business, professional and public
- Neighborhood Compatibility Meeting:
  - $\circ~$  April 29th, 2025



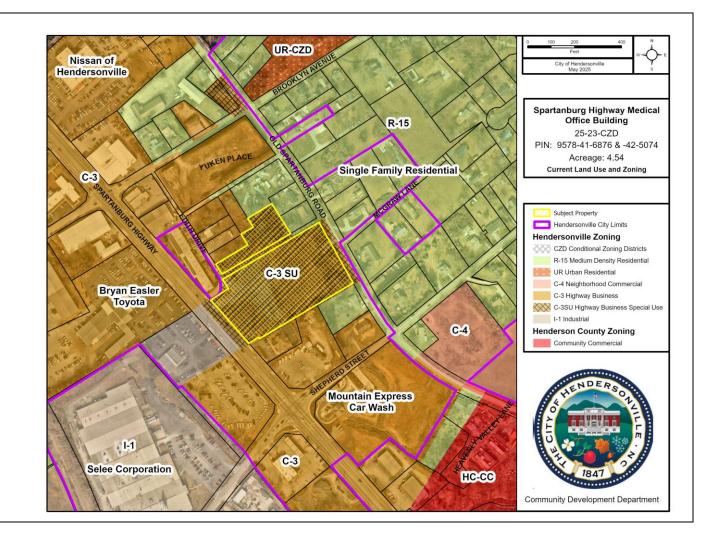
SITE VICINITY MAP

The City of Hendersonville is in receipt of an application for a Conditional Rezoning from John Bryant, Vice President, Operations and Support Services for UNC Health Pardee, applicant and Bryan Rhodes, Capital Projects Construction Manager for Henderson County Government, property owner. The applicant is requesting to rezone the subject property, PINs 9578-41-6876 & 9578-42-5074 and located between Spartanburg Highway and Old Spartanburg Road, from C-3 SU, Highway Business Special Use to CHMU-CZD, Commercial Highway Mixed Use Conditional Zoning District for the construction of a 42,520 square foot medical office building.

The site plan shows one building proposed at a height of 32'. The development will have access from both Spartanburg Highway and Old Spartanburg Road. The site plan shows the development providing 195 parking spaces to serve the development. There will be a public drop off area on the southern façade of the building and a pharmacy line on the eastern façade.

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#### EXISTING ZONING & LAND USE



## City of Hendersonville Current Zoning & Land Use Map

The subject property is currently a large vacant property that fronts on both Spartanburg Highway and Old Spartanburg Road. It appears that the site is being utilized currently by utility companies for training. The subject property is zoned C-3-SU, or Highway Business Special Use for a cycle center that was never constructed. The special use permit for that development expired in 2008.

Spartanburg Highway is prominently made up of C-3 Highway Business zoning, a district that is historically found along our major commercial corridors. Just beyond the intersection of Shepherd Street and Spartanburg Highway the corridor transitions to Henderson County's jurisdiction and is zoned community commercial.

Parcels to the east are zoned R-15 medium density residential and are mostly comprised of single family homes. To the northeast sits the recently approved Mabry Woods development which is zoned Urban Residential Conditional Zoning District.



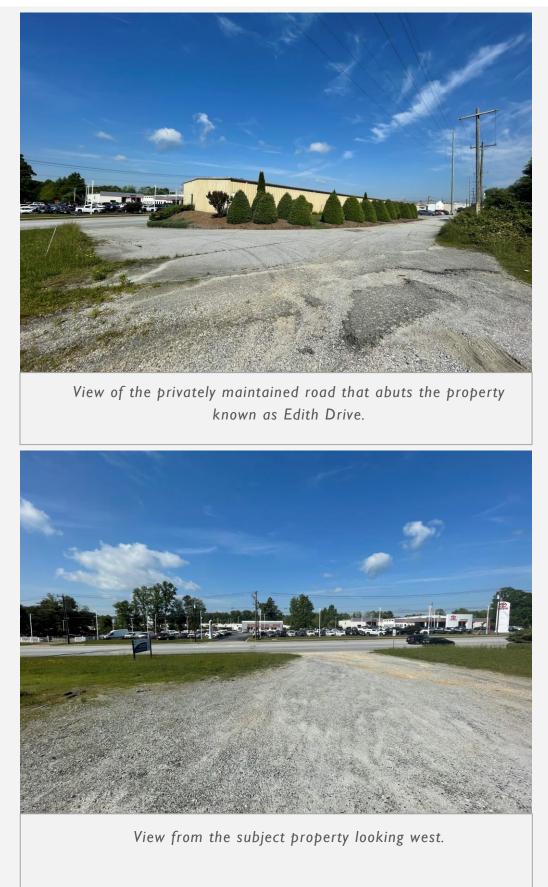


View of the Duke Energy Transmission lines that run the frontage of the subject property.

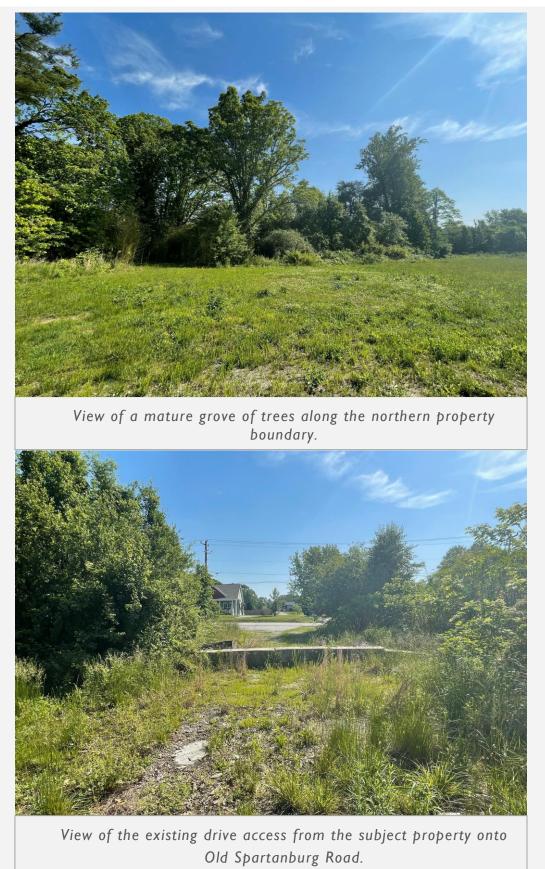


View of the subject property frontage on Spartanburg Highway looking south.

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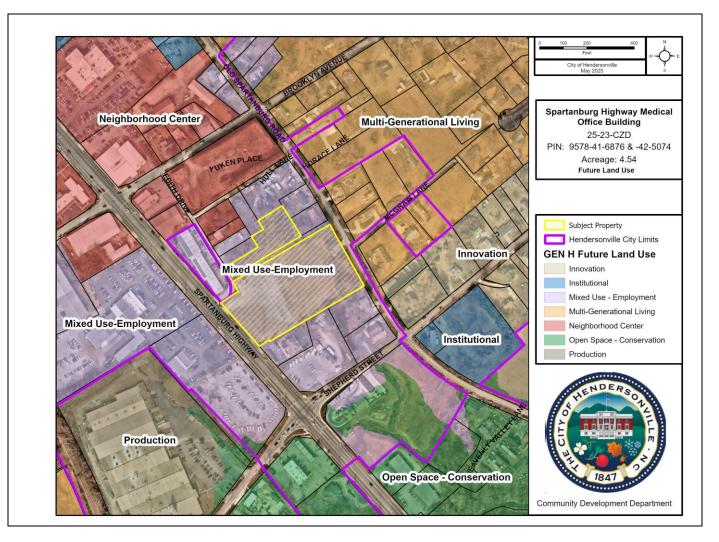
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Page .

#### FUTURE LAND USE



#### City of Hendersonville Future Land Use Map

The subject property is designated as Mixed Use-Employment, a designation that is found east of the railroad tracks running perpendicular to 176 and follows 176 until Shepherd Street. A node of Neighborhood Center can be found to the north; this node surrounds the Brooklyn Ave and Spartanburg Highway intersection.

Parcels to the south are designated as Open Space Conservation. This designation corresponds with this areas proximity to King Creek and its associated floodplain.

Two parcels to the southeast of the subject property are designated as institutional and this corresponds to the proposed City fire station number 3 and the property directly adjacent to it.

The Selee Corporation to the southwest is designated as production.

(P03-112-SUR)	Summary of Prior Petition	Status
March 4 <sup>th</sup> , 2004 (C-3 and R-15 to C-3 SU)	Development of a 28,000 square foot Dal- Kawa Cycle Center on 3.79 acres, with a 5,000 square foot future expansion building.	Expired (March 4, 2008)
subject pro the constru and a futur include a s use permit o Med <u>htt</u>	<u>Subject Property History</u> , 2004: City Council rezoned and granted a special use per operty. The subject property was rezoned from C-3 and F uction of a 28,000 square foot Dal Kawa Cycle Center on re 5,000 square foot building on the 0.75-acre lot. The cyc howroom, sales, service and parts facility and a warehous for this development was set to expire on March 4, 2006 eting Minutes: ps://library.municode.com/nc/hendersonville/munidocs/mun 74a0bf4	R-15 to C-3-SU for the 3.79-acre lot cle center was to e area. The special
4, 2006. TH Council. TI March 4 <sup>th</sup> , o Med <u>htt</u>	, 2006: The Special Use Permit for this project was set to be applicant requested a 2-year extension, which was appr he project was never constructed and the special use perm 2008. eting Minutes: ps://library.municode.com/nc/hendersonville/munidocs/mun Pcf0447b	roved by City nit expired on
	ACCT. CHARTER IN CONTRACT. IN C	
		G HIGHWA
TE <u>90'</u> <u>B</u> /W	Her F wile cole address	OLD SPARTAMBURG

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#### **PROPOSED REQUEST DETAILS**

Site Plan Summary:

- Proposed Uses:
  - Offices, business, professional and public
- Building:
  - 42,520 square feet of gross floor area.
  - I9,180 Square feet footprint.
- Building Design
  - The building/site is required to meet all building and design requirements of a Commercial Highway Mixed Use development, and this includes but is not limited to building materials, building offsets, building projections, building orientation, building scale, etc.
  - The proposed building meets the design requirements for CHMU developments.
- Height
  - CHMU allows 4 stories for commercial and institutional buildings.
  - Proposed- 32' (2 stories).
- Transportation
  - The site plan shows two access points onto the subject property, both of which are proposed as full movements.
  - One access will be off of Spartanburg Highway and the other access will be from Old Spartanburg Road.
- o Sidewalks
  - Sidewalks are provided along the property frontage of Spartanburg Highway and Old Spartanburg Road.
  - Sidewalks will also be provided from the public frontage sidewalks to the front main access of the building.
- o Lighting
  - All site lighting will be required to conform to the City's lighting standards for nonresidential developments.
- Parking: Office, Medical
  - Required vs. proposed
    - I per each 250 square feet of gross floor area
      - Total required- 170
      - Total provided- 195
  - The subject property is within the Entry Corridor which allows for a 20%

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reduction in the required parking. The development is not currently utilizing this reduction, but the reduction is supported by staff.

- Common Space
  - CHMU developments are to provide Common Space. This development is proposing to...
    - Install all service utility lines underground.
    - Provide seating under the main covered entry for better social interaction.
    - Provide an Apple Country bus stop and shelter along the Spartanburg Highway frontage and a bike rack at the building as amenities of the project.
- o Natural Resources
  - The most recent USGS topographic maps indicate a blueline stream running through the subject property. However, this stream was piped many years ago and would not be subject to the stream buffer requirements.



• Planting requirements.

- The site will be required to provide the following landscaping:
  - Vehicular use area plantings
  - Common Space trees
  - Common Open Space Plantings
  - Street trees
- The new landscaping requirements are being met through new plantings and the utilization of tree credits for qualifying trees.

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- o Tree preservation
  - The site currently has 53,554 square feet of existing tree canopy (27.07%) of the site.
  - The development is proposing to retain a minimum of 11,335 square feet or 21.17%.
  - The applicants are choosing option 3 for tree preservation and will be required to plant 15% of new canopy.

## **DEVELOPER-PROPOSED CONDITIONS:**

I. None

## OUTSTANDING ISSUES & CITY PROPOSED CONDITIONS:

## **COMMUNITY DEVELOPMENT**

## Site Plan Comments:

• The site plan accompanying this petition meets the standards established by the Zoning Ordinance for Commercial Highway Mixed Use Developments (5-27).

## **Proposed City-Initiated Conditions:**

o None

## **DEVELOPMENT REVIEW COMMITTEE COMMENTS:**

The Development Review Committee consists of the following Departments/Divisions and Agencies: Engineering, Water/Sewer, Fire Marshal, Stormwater Administration, Floodplain Administration, Public Works, NCDOT, Henderson County Soil & Erosion Control and the City's Traffic Consultant. While all pertinent members of the DRC reviewed this project, staff have provided only the relevant/outstanding comments / conditions below:

# TRANSPORTATION CONSULTANT (KIMLEY HORN)

## **TIA Comments:**

- The Traffic Impact Analysis for the development was submitted on May 19<sup>th</sup>, 2025, by the developer's traffic consultant Mattern and Craig Inc. The City's traffic consultant Kimley Horn provided their review comments on May 28th, 2025. Kimley Horn stated that "Based on a technical review of the TIA as submitted, the analysis as stated should be updated to address the technical issues found. All noted discrepancies, however, are minor and it is not expected that there would be any changes to recommendations once revised."
- The expected **<u>new</u>** trip generation for the proposed development is as follows:
  - 1,826 Daily Trips
  - 118 AM Peak Hour Trips
  - 180 PM Peak Hour Trips

## **TIA Proposed Mitigation:**

- Spartanburg Highway & Old Spartanburg Road (signalized)
  - Mattern and Craig's Findings: Given the lack of any significant degradation in level of service or increase in delay within the analysis area, the findings of this report show that no additional improvements should be necessary to accommodate the additional site trips from the

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proposed development.

- Kimley Horn's Response: The intersection experiences LOS degradation for the EB in the PM peak hour. However, as noted in the report, this is due to the Background LOS being on the cusp of two levels of service. The site is proposed to have minimum impact, and the intersection still performs acceptably. Therefore, no improvements are necessary.
- Spartanburg Highway & Brooklyn Avenue (signalized)
  - Mattern and Craig's Findings: Given the lack of any significant degradation in level of service or increase in delay within the analysis area, the findings of this report show that no additional improvements should be necessary to accommodate the additional site trips from the proposed development.
  - Kimley Horn's Response: Concur
- Spartanburg Highway & Shepherd Street (signalized)
  - Mattern and Craig's Findings: Given the lack of any significant degradation in level of service or increase in delay within the analysis area, the findings of this report show that no additional improvements should be necessary to accommodate the additional site trips from the proposed development.
  - Kimley Horn's Response: The intersection experiences LOS degradation for the EB and SB in the PM peak hour. However, as noted in the report, this is due to the Background LOS being on the cusp of two levels of service. The site is proposed to have minimum impact, and the intersection still performs acceptably. Therefore, no improvements are necessary.
- Old Spartanburg Road & Brooklyn Avenue (unsignalized)
  - Mattern and Craig's Findings: Given the lack of any significant degradation in level of service or increase in delay within the analysis area, the findings of this report show that no additional improvements should be necessary to accommodate the additional site trips from the proposed development.
  - Kimley Horn's Response: Concur
- Old Spartanburg Road & Shepherd Street (unsignalized)
  - Mattern and Craig's Findings: Given the lack of any significant degradation in level of service or increase in delay within the analysis area, the findings of this report show that no additional improvements should be necessary to accommodate the additional site trips from the proposed development.
  - Kimley Horn's Response: Concur
- Spartanburg Highway & Site Drive #1
  - Mattern and Craig's Findings: Given the lack of any significant degradation in level of service or increase in delay within the analysis area, the findings of this report show that no additional improvements should be necessary to accommodate the additional site trips from the

Page L

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proposed development.

- Kimley Horn's Response: Concur
- Old Spartanburg Road & Site Drive #2
  - Mattern and Craig's Findings: Given the lack of any significant degradation in level of service or increase in delay within the analysis area, the findings of this report show that no additional improvements should be necessary to accommodate the additional site trips from the proposed development.
  - Kimley Horn's Response: Concur

## REZONING ANALYSIS - GENERAL REZONING STANDARDS (ARTICLE 11-4)

GENERAL REZONING STANDARDS	
1) Comprehensive Plan	Land Supply, Suitability & Intensity The subject property was listed as underdeveloped in the land suitability map. The subject property was listed as underdeveloped in the land supply map. Both parcels were designated between "moderately suitable" and "most suitable" for commercial uses.
Consistency	Future Land Use & Conservation Map- See Gen H appendix.
	Designation: Mixed Use-Employment Character Area Description: Somewhat Consistent Zoning Crosswalk: Consistent
	Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property –
2) Compatibility	The proposed development is strategically located near other institutional facilities along this corridor, such as the Henderson County Social Services building and the planned City Fire Station number 3. Introducing CHMU zoning along the Spartanburg Highway corridor aligns with the goals of the Gen H Comprehensive Plan for this area. Therefore, this project is not only compatible with the current character of the corridor but also with its envisioned future.
	Whether and the extent to which there are changed conditions, trends or facts that require an amendment -
3) Changed Conditions	The subject property is currently associated with a special use permit that expired in 2008. To proceed with any development on the property, it will first need to be rezoned.
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 -
	This development would offer residents on the southern side of Henderson County greater access to primary care, physical therapy, and pharmacy services, bringing these amenities closer to their homes.
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 site will be served with City services. The property abuts two NCDOT maintained roadways.	
	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 -	
6) Effect on Natural Environment	According to the 2008 floodplain maps, no part of this property is located within the floodplain or floodway. The most recent USGS topographic maps indicate a blueline stream running through the subject property. However, this stream was piped many years ago and would not be subject to the stream buffer requirements. As indicated in the site plans, the development currently includes 53,554 square feet of tree canopy, covering 27.07% of the site. The proposed development is proposing to retain 11,335 square feet, or 21.17%, of the existing tree canopy.	

#### DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS 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 of Chapter IV of the Gen H Comprehensive Plan.

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]

- The proposed development would provide citizens who reside on the southern side of Henderson County the opportunity to have primary care, physical therapy, and pharmacy service within a closer proximity to where they live.
- The proposed development is within close proximity to other institutional uses along this corridor.

DRAFT [Rational for Denial]

• The proposed development is not compatible at this location.

Spartanburg Highway M	edical Office Building (25-2	3-CZD)	
Chapter 4 - The Vision for the Future	Consistent	Inconsistent	Staff N
SUPPLY, SUITABILITY, & INTENSITY			
LAND SUPPLY MAP (Pg. 81, Figure 4.4)	Consistent		The subject prop underdev
LAND SUITABILITY MAP (Pg. 84-86, Figure 4.5-4.7)	Consistent		The subject property is commerc
DEVELOPMENT INTENSITY MAP (Pg. 89, Figure 4.9)	N/A		The subject property is intensity
FUTURE LAND USE & CONSERVATION M	AP		
Future Land Use and Conservation Map (Note classification here, Pg. 117, Figure 4.12)	Mixed Use-Employment		
Character Area Description (Pg. 122-131)	Somewhat Consistent		The project does not p within the de
Zoning Crosswalk (Pg. 132-133, Figure 4.18)	Consistent		

## f Notes

operty is listed as leveloped.

y is listed as suitable for ercial uses.

y is not within a focused sity node.

t propose a mix of uses development.

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.	N/A		
Range of housing types provided to help maintain affordability in Hendersonville.	N/A		
Housing condition/quality exceeds minimum standards citywide	N/A		
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.	Consistent		
Natural system capacity (floodplains for stormwater; habitats to support flora/fauna; tree canopy for air quality,			The develo
stormwater management, and microclimate) is maintained.	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	N/A		
			The deve
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.	N/A		
City Centers and neighborhoods are preserved through quality development.	N/A		
Safe Streets and Trails (Pg. 95)			
			A cross ad
Interconnectivity is promoted between existing neighborhoods through the building out of street networks, including			
	Consistent		
Interconnectivity is promoted between existing neighborhoods through the building out of street networks, including	Consistent	-	
Interconnectivity is promoted between existing neighborhoods through the building out of street networks, including	Consistent		The site is p
Interconnectivity is promoted between existing neighborhoods through the building out of street networks, including retrofits and interconnectivity of new developments.	Consistent Consistent		The site is p sidewall
Interconnectivity is promoted between existing neighborhoods through the building out of street networks, including retrofits and interconnectivity of new developments. Access is increased for all residents through the provision of facilities that promote safe walking, biking, transit,			-
Interconnectivity is promoted between existing neighborhoods through the building out of street networks, including retrofits and interconnectivity of new developments. Access is increased for all residents through the provision of facilities that promote safe walking, biking, transit, automobile, ride share, and bike share.	Consistent		-

Staff Notes
velopment is saving 20% of the existing
tree canopy.
evelopment follows the guidelines of
CHMU.
s access easement is provided for the
development.
is proposing a bus stop and is providing

walks from the street to the building.

A compact service area (infill, redevelopment) maximizes the utilization of existing infrastructure and feasible			r
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.	Consistent		
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		
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.	N/A		
Compact Development (Pg. 100)	_	_	
Development is consistent with efforts in the area to establish 15-minute neighborhoods.	Consistent		
The infill project is context sensitive.	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. [Place keeping 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.	N/A		
Connectivity (Pg. 112)	-		
The development encourages multimodal design solutions to enhance mobility.	Consistent		
Efficient & Accessible Infrastructure (Pg. 114)			
The development utilizes existing infrastructure	Consistent		

	-
-	-

#### NOTES

\* This survey is of existing parcels of land.

\* All areas calculated by coordinate computation method. \* This property may be subject to rights-of-way, easements, reservations and restrictions, written and unwritten, recorded and unrecorded, not discovered during the course of this survey. \* The certification shown hereon is not a certification of title, zoning or freedom from encumbrances.

\* This survey was conducted without benefit of title work. \* Adjoining property owner information taken from deeds and plats of record as referenced.

\* This survey was conducted without benefit of title search. \* Underground utilities shown are based upon paint markings and above ground structures. Call 1-800-632-4949 before

#### digging.

of Deeds Office.

\* All distances shown hereon are horizontal ground distances (U.S. Survey feet) unless otherwise noted. To obtain grid distances, utilize a combined factor of 0.999777000 .

\* According to Henderson County GIS, property is zoned C-1SU (Central Business Special Use). No zoning report was provided and all zoning information shown hereon should be verified with

the Henderson County Planning Department. \* No buildings were observed on the subject parcels .

\* No wetland delineation was observed on site.

\* There were no proposed changes in street right-of-way lines found or provided. No evidence of recent street or sidewalk construction or repairs was observed during the process of conducting the fieldwork.

\* Property corner descriptions with "+", "-" describe the distance above or below the adjacent grade the monument was found. \* 90' right-of-way based on N.C. Board of Transportation Project No. 6.801904, Sheet 12 recorded in Henderson County Register

> I, Robert C. Brown, certify that this plat was drawn under my supervision from an actual survey made under my supervision (using deed descriptions recorded in deed books and pages as noted); that the ground survey was completed on July 2nd, 2019; that the boundaries not surveyed are clearly indicated as drawn from information found in deed books and pages as noted; that the ratio of precision or positional accuracy as calculated is 1:20,000; that this plat was prepared in accordance with G.S. 47-30 as amended and is of the following category as described in G.S.47-30(f)(11)

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(c)(1) That the survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street. For the purposes of this subsection, an "existing parcel" or "existing easement" is an area of land described in a single, legal description or legally recorded subdivision that has been or may be legally conveyed to a new owner by deed in its existing configuration.

Furthermore, State Plane Coordinates for this survey were obtained by Global Navigation Satellite System (GNSS) Survey, and the following information was used to perform the GNSS survey:

Horizontal positional accuracy: 0.01m Vertical positional accuracy: 0.01m

Type of GNSS field procedure: static (post-processed using Trimble Business Center) Date of GNSS Survey: June 18th, 2024 Datum: horizontal = NAD83 (2011), Vertical = NAVD88 Geoid model: GEOID 12b Published/Fixed Horizontal Control: NCGS Monument "Jimnee" Localization point: N:581686 E:974645 Combined scale factor: 0.999777000 Units:U.S. Survey Feet

Witness my original signature, license number, and seal

this date: August 13, 2024

Robert C. Brown f on 2024/08/13 11:45:58 -5:00 Robert C. Brown, PLS N.C. Professional Land Surveyor L-2748





D.B. 1345, P. 87

PIN:9578413955

P.C. B, SL. 299A

GAYLE MAIR

D.B. 4022, P. 235

P.C. B, SL. 299A

PIN:9578413955

IR 5/8" 0.7' B.G. 0.3' WEST OF LINE

(NOT HELD)

SANITARY SEWER MANHOLE

TOP ELEV:2108.0'

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2

KINV. IN PVC 8" E:2099.6

INV. IN PVC 8" NW:2099.6'

NV. OUT PVC 8":2099.4'

OIP 3/4" 0.2' A.G.

0.2' NORTH OF LINE

(NOT HELD)

TOP ELEV:2112.7 INV IN PVC 8" 2105 9"

IRF 3/4" 0.2' A.G.

M

SANITARY SEWER MANHOLE

NC BOARD OF TRANSPORTATION PERMANENT DRAINAGE EASEMENT

D.B. 554, P. 751

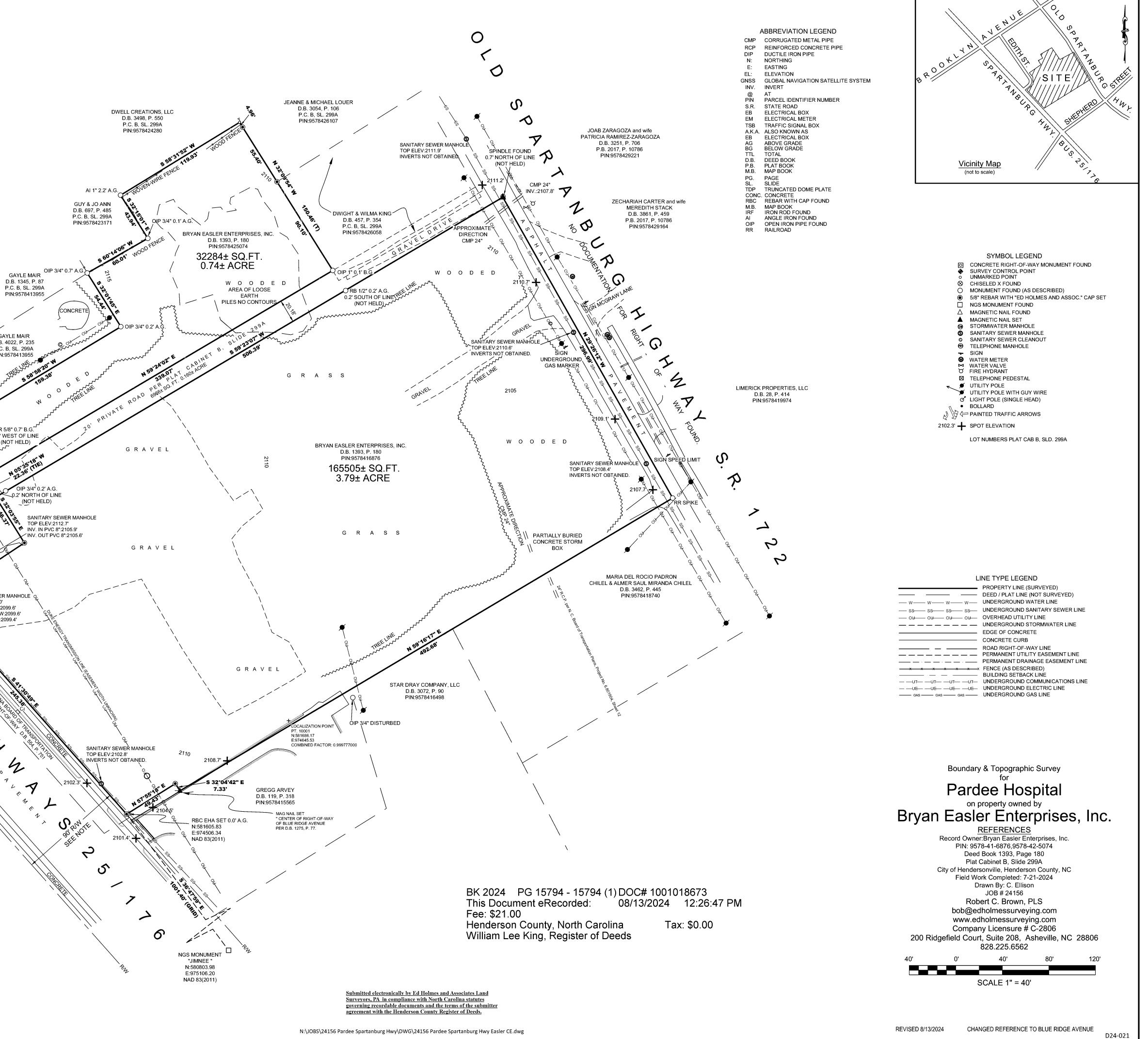
TOP ELEV:2114.4'

INV. IN PVC 8":2106.3'

INV. OUT PVC 8":2106.2'

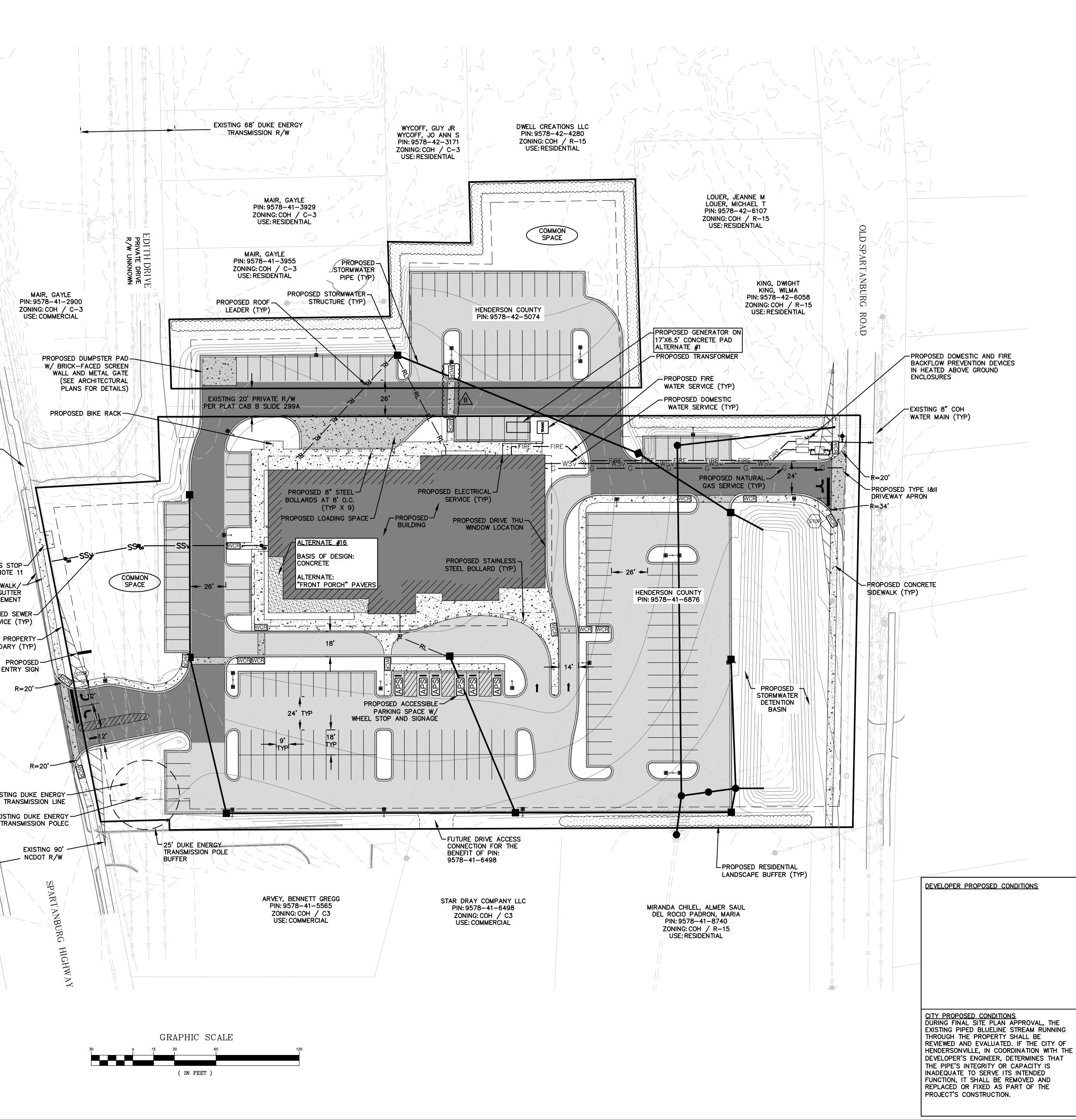
www.docverify.com

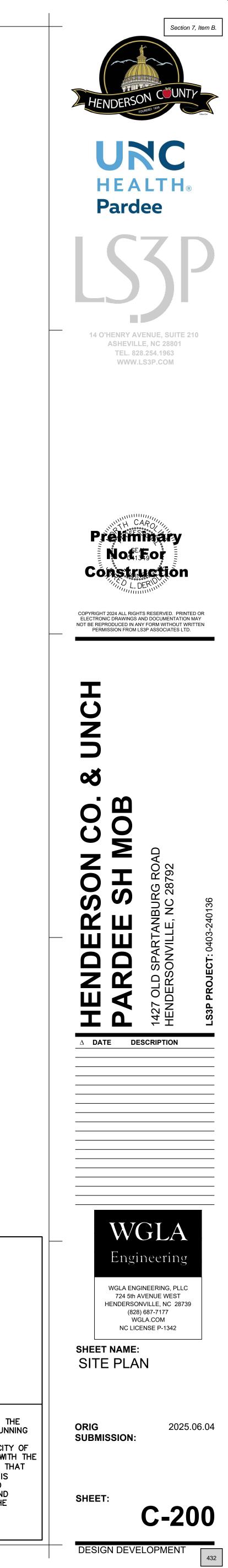
OocVerify ID: E6FC6793-BC92-4766-A527-A96B5B236DDA



Page 1 of 1 1A96B5B236DDA

THE LINE SHOWN ABOVE IS EXACTLY ONE INCH LONG AT THIS SHEETS ORIGINAL PAGE SIZE	BROOKLYNIA BROOKLYNIA	ENUE OCO P P P P P P P P P P P P P	
	<u>VICINITY MAF</u> NTS	BUS PSTI	ADDEN
	— FIRE — FIRE — WS∨ —	<ul> <li>PROPOSE DOMESTIC WATER SERVICE</li> <li>PROPOSED SEWER SERVICE</li> </ul>	EXISTING CITY OF HENDERSONVILLE GRAVITY SEWER (TYP)
	PROJECT SUMMARY PROJECT NAME:	PROPOSED ASPHALT PROPOSED SD CONCRETE PROPOSED HD CONCRETE	EXISTING CITY OF HENDERSONVILLE WATER MAIN (TYP)
С	PIN: DEED REF: PROPERTY AREA: EXISTING ZONING: PROPOSED ZONING:	TBD SPARTANBURG HIGHWAY 9578-41-6876 9578-42-5074 DB: 1393 PG: 180 4.54 AC ± C-3SU (CITY OF HENDERSONVILLE) CHMU-CZD (CITY OF HENDERSONVILLE) HENDERSON COUNTY 800 N JUSTICE STREET HENDERSONVILLE, NC 28791 HENDERSON COUNTY BRYAN RHODES-CAPITAL PROJECTS 828-694-6554 JARED L DERIDDER, P.E. 724 5TH AVENUE WEST HENDERSONVILLE, NC 28793	EXISTING SIDEWALK (TYP)
	SURVEYOR: ARCHITECT: WATER SYSTEM: SEWER SYSTEM: BUILDING SETBACKS FRONT - SIDE -	(828) 687–7177 ED HOLMES AND ASSOCIATES LAND SURVEYORS 200 RIDGEFIELD COURT SUITE 208 ASHEVILLE, NC 28806 (828) 225–6562 LS3P 14 O'HENRY AVE, STE 210 ASHEVILLE, NC 28801 (828) 254–1963 PUBLIC (COH) PUBLIC (COH) S: 10'	PROPOSED BUS SEE NO PROPOSED SIDEW CURB & GU REPLACEI PROPOSEI SERVIC EXISTING F BOUNDA E
Β	PARKING REQUIRED OFFICE, I ONE GROSS F 42, PARKING PROVIDED LANDSCAPE BUFFEF 10' TYPE B R MAX BUILDING HEIG	G HWY: 245' BURG RD: 297' : MEDICAL: E (1) SPACE PER EACH 250 SF OF LOOR AREA 520 SF = 170 SPACES (4/1000 SF) : 195 SPACES (4.59/1000 SF) R: ESIDENTIAL BUFFER	EXIST
	YÉAR FLOOD PLAIN 2) THIS PARCEL WITHIN THE CITY O 3) LIGHTING FOR 6–19 OF THE CITY ORDINANCE. 4) ALL PLAI PROPOSED TO BE ( 5) ALL AREAS SI 6) ALL PROPOSEI OF 9'X18' AND 90' ISLE WIDTH OF 24'.	AND ALL ADJOINING PARCELS ARE F HENDERSONVILLE CITY LIMITS. THE SITE SHALL COMPLY WITH SECTION OF HENDERSONVILLE ZONING NNED IMPROVEMENTS ARE CURRENTLY COMPLETED IN ONE PHASE. HALL BE PAVED TO NCDOT STANDARDS. D PARKING SPACES WILL BE A MINIMUM PARKING WILL HAVE A MINIMUM DRIVE	PROJECT AREA SUMMARY: PROJECT AREA: 204,675  SF - 4.70  AC - 100% SITE COVERAGE - BUILDINGS: 19,180  SF - 0.44  AC - 9.37% SITE COVERAGE - OPEN SPACE 69,022  SF - 1.58  AC - 33.72% (30%  MIN PER CHMU DISTRICT) SITE COVERAGE - STREETS AND PARKING 94,173  SF - 2.16  AC - 46.01% SITE COVERAGE - COMMON SPACE 20,468  SF - 0.47  AC - 10%
5/4/2023 4:11:49 PM	RÉVIEW PROCESS. 9) ALL ON-SITE PREVIOUS LANDOW 10) ALL SERVICE UNDERGROUND 11) COORDINATION TRANSIT TO CONFIF STOP COULD BE PI	WILL BE REVIEWED DURING A SEPARATE USGS STREAMS HAVE BEEN PIPED BY NERS. LINE CONNECTIONS SHALL BE I IS UNDERWAY WITH APPLE COUNTRY RM WHETHER OR NOT A PUBLIC BUS LACED ALONG HIGHWAY ROAD FRONTAGE ATISFACTORY FOR AN OPEN SPACE	<ul> <li>(10% MIN PER CHMU DISTRICT)</li> <li>PRE DEVELOPMENT GROUND COVER SUMMARY GRASS/OPEN SPACE: 3.8 AC ± (80.85%) IMPERVIOUS: 0.9 AC ± (19.15%)</li> <li>POST DEVELOPMENT GROUND COVER SUMMARY GRASS/OPEN SPACE: 1.58 AC ± (33.72%) IMPERVIOUS: 3.12 AC ± (66.28%)</li> </ul>
5/4/2		1	2





LARGE-MATURING; min 3-3.5"

cal measured at 6" height for

SMALL-MATURING (Duke

easement) for common open

SMALL-MATURING; one trunk min

SMALL-MATURING; min 2" cal

SMALL-MATURING (Duke

easement) for common open

LARGE-MATURING: min 2" cal

LARGE-MATURING; min 2" cal

LARGE-MATURING; min 2" cal

MEDIUM-MATURING; min 2" cal

MEDIUM-MATURING; min 3-3.5"

LARGE-MATURING; min 3-3.5"

cal measured at 6" height for

18-24" for landscape buffer

common open space

cal measured at 6" height for

common space

common space

common space

space

2" cal

space

Multi-trunk

# LEGEND $\frown$

-00	

# NOTES

PLANTINGS.

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	REMARKS
SHRUBS						
$\odot$	HAVI	3	Hamamelis virginiana 'Little Suzie' Little Suzie Witch Hazel	5 gal.	Pot	
$\odot$	HYPO	10	Hypericum prolificum Broombrush	5 gal.	Pot	
$\bigcirc$	LEFO	12	Leucothoe fontanesiana Drooping Leucothoe	5 gal.	Pot	
0	PYMU	37	Pycnanthemum muticum Blunt Mountainmint	3 gal.	Pot	
GRASSES	<b>`</b>					
			Carex stricta			
۲	CAST	24	Tussock Sedge	1 gal.	Pot	
o	CHLA	58	Chasmanthium latifolium Northern Sea Oats	1 gal.	Pot	
•	ELHY	45	Elymus hystrix Bottlebrush Grass	1 gal.	Pot	
0	PASH	11	Panicum virgatum 'Shenandoah' Shenandoah Switch Grass	1 gal.	Pot	
O	SCSC	18	Schizachyrium scoparium 'The Blues' The Blues Little Bluestem	1 gal.	Pot	
PERENNI	AI 9					
		05	Asclepias tuberosa	1 gal	Dat	
۲	ASTU	25	Butterfly Milkweed	1 gal.	Pot	
¢	СОМО	18	Coreopsis x 'Moonbeam' Moonbeam Tickseed	1 gal.	Pot	
٥	ECPU	34	Echinacea purpurea Coneflower	1 gal.	Pot	
۲	EUDI	43	Eurybia divaricata White Wood Aster	1 gal.	Pot	
$\odot$	EUMA	14	Eutrochium maculatum `Gateway` Gateway Joe Pye Weed	1 gal.	Pot	
۲	GETR	12	Gentiana x 'True Blue' True Blue Bottle Gentian	1 gal.	Pot	
۲	GEMA	86	Geranium maculatum Spotted Geranium	Quart	Pot	
۵	LISP	17	Liatris spicata 'Kobold' Kobold Blazing Star	1 gal.	Pot	
۲	OSCI	14	Osmunda cinnamomea Cinnamon Fern	1 gal.	Pot	
۲	PEDI	22	Penstemon digitalis 'Husker Red' Husker Red Beardtongue	1 gal.	Pot	
٥	SORU	24	Solidago rugosa `Fireworks` Fireworks Wrinkleleaf Goldenrod	1 gal.	Pot	
٥	STLA	24	Stokesia laevis Stokes' Aster	1 gal.	Pot	
¢	ZIAU	65	Zizia aurea Golden Alexander	Pint	Pot	
GROUND						
	CAPE	58	Carex pensylvanica Pennsylvania Sedge	plug		15" o.c. triangulated spacing
<u>`````````````````````````````````````</u>	<u>×</u>					

plug

PLANT SCHEDULE CODE LANDSCAPE PLANTING

Acer rubrum 'October Glory'

October Glory Red Maple

Aesculus parviflora

Bottlebrush Buckeye

Amelanchier arborea

Downy Serviceberry

Cercis canadensis

Corylus americana

American Hazelnut

Liquidambar styraciflua

Round-Lobed Sweet Gum

Emerald City Tulip Poplar

Oxydendrum arboreum

Oxydendrum arboreum

 SYMBOL
 CODE
 QTY
 BOTANICAL / COMMON NAME
 SIZE
 CONTAINER
 REMARKS

Clethra alnifolia 'Sixteen Candles'

Sixteen Candles Summersweet

Hamamelis virginiana 'Little Suzie'

Liriodendron tulipifera 'JFS-Oz' TM 10` Ht. B&B

Eastern Redbud

'Rotundiloba'

Nvssa svlvatica

Sourwood Tree

Sourwood Tree

Quercus alba

Aronia arbutifolia

Red Chokeberry

weetshru

Broombrusł

Inkberry Holly

Calycanthus floridus

Fothergilla gardenii

Little Suzie Witch Hazel

Hypericum prolificum

llex glabra `Densa`

Itea virginica 'Merlot'

Rhus aromatica 'Gro-Low

Gro-Low Fragrant Sumac

Rhus aromatica 'Gro-Low'

Gro-Low Fragrant Sumac

Merlot Sweetspire

Dwarf Fothergilla

White Oak

ACRU

AEPA

AMAR

CECA

COAM

LIRO

LITU

NYSY

OXAR

OXAR2

QUAL

ARAR

CAFL

CLAL

FOGA

HAVI2

HYPO2

ILGL

ITVI

RHAR

RHAR2

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SHRUBS

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6.3

D

SYMBOL CODE QTY BOTANICAL / COMMON NAME HEIGHT CONTAINER REMARKS

10` Ht. B&B

10 gal. Pot

6` Ht. B&B

2" Cal. B&B

10 gal. Pot

10` Ht. B&B

10` Ht. B&B

2" Cal. B&B

3" Cal. B&B

B&B

Pot

Pot

3" Cal.

3 gal.

3 gal.

5 gal. Pot

3 gal. Pot

3 gal. Pot

3 gal. Pot

5 gal. Pot

3 gal. Pot

3 gal. Pot

Pot

3 gal.

# **PROPERTY INFORMATION**

PIN	C
9578425074	29
9578416876	23
TOTAL CANOPY	53
TIER ONE REQUIRED	
PRESERVATION (20%)	10

# **TREE CANOPY PRESERVATION** REQUIREMENTS

	Tier One Canopy Preserved	Ti Ca Pr
Option 1	10711 sf (20%)	53 (1
Option 2	10711 sf (20%)	26 (5
Option 3	10711 sf (20%)	0

# **NEW TREE CANOPY TO BE**

INSTALLED (TIER TWO)

Size of Tree	Credit (SF)				
Large Maturing	872				
Medium Maturing	350				
Small Maturing	144				
TOTAL TIER TWO NEW CANOPY (SF)					

# STREET TREES

ERSP

WHERE OVERHEAD UTILITY LINES ARE PRESENT, STREET TREES SHALL BE PLANTED AT THE RATE 1 SMALL-MATURING TREE (<25 FEET IN HEIGHT) FOR EVERY 25 LINEAR FEET OF PROPERTY ABUTTING A STREET. \*TREES DO NOT NEED TO BE SPACED EVENLY. THEY MAY BE CLUSTERED WITH A MINIMUM SPACING OF 15 TREES AND MAXIMUM SPACING OF 75 FEET. \*NO STREET TREES CAN BE PLANTED FARTHER THAN 35 FEET FROM THE EDGE OF THE RIGHT-OF-WAY TO COUNT AS STREET TREE.

112Eragrostis spectabilis<br/>Purple Lovegrass

STREET NAME	LENGTH	TREES REQUIRED	TREES PROVIDED	TYPE
Spartanburg Highway	245	10	5	Medium Maturing (beside Duke transmission line)
			5	Small Maturing (below Duke transmission line)
Edith Drive	206	8	9	Small Maturing (below Duke transmission line)
Old Spartanburg Highway	297	12	12	Small Maturing (below overhead utility line)

# **OPEN SPACE**

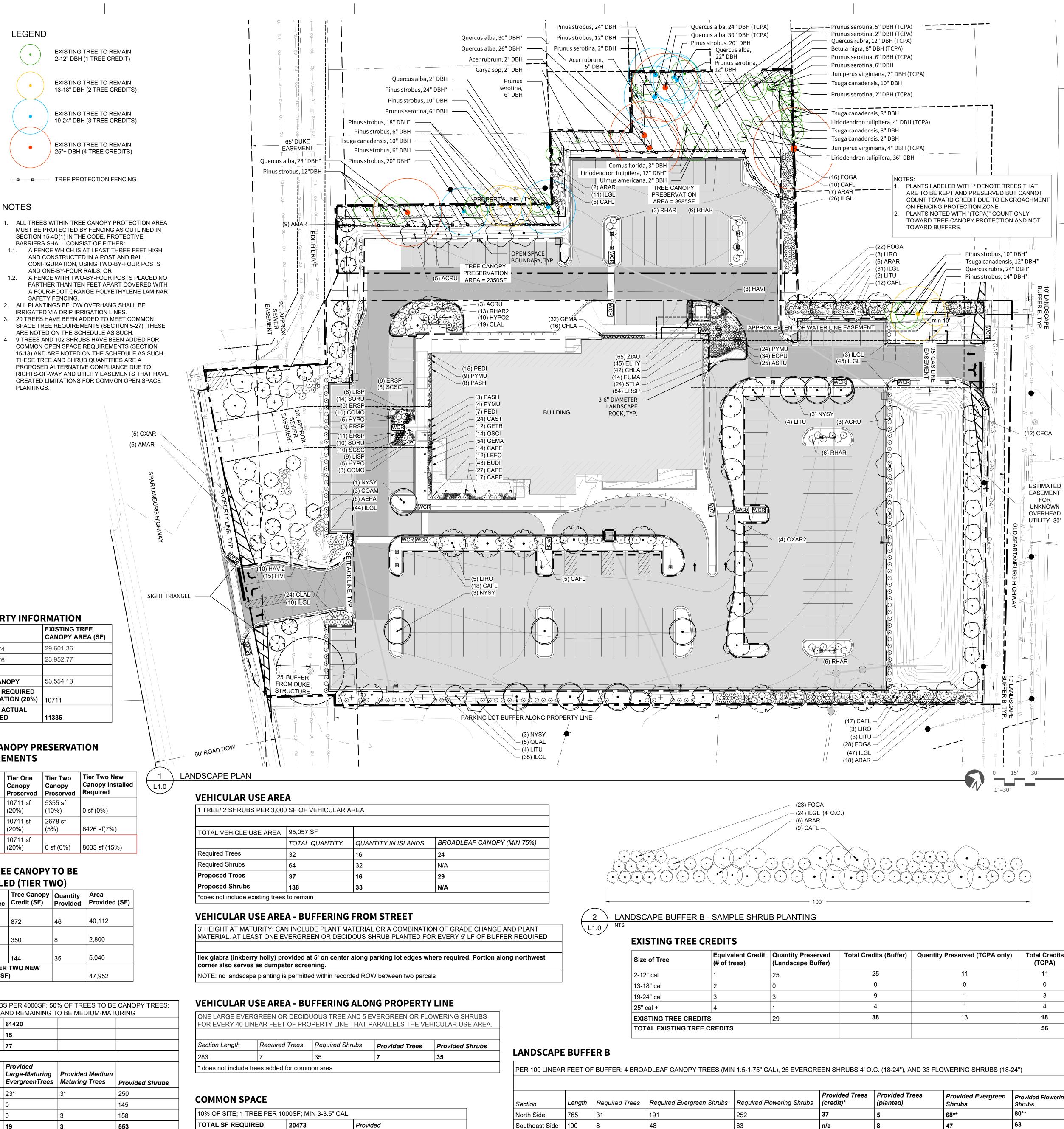
18" o.c. triangulated spacing

30% OF SITE; 1 TREE AND 5 SHRUBS PER 4000SF; 5 70% OF TREES LARGE MATURING AND REMAINING									
TOTAL SF	61420								
TOTAL TR	EES RE	QUIRED	15						
TOTAL SH	RUBS F	REQUIRED	77						
Section	SF	Provided Large-Maturing Canopy Trees	Provided Large-Maturing EvergreenTrees						
North	32909	30*	23*						
South	23217	20	0 0						
Interior	7918	25							
TOTALS	64044	73	19						
* refer to "E	xisting 1	* refer to "Existing Tree Credits" chart and plan							

2

B

A



North Side
Southeast Si
* refer to "Ex Landscape B

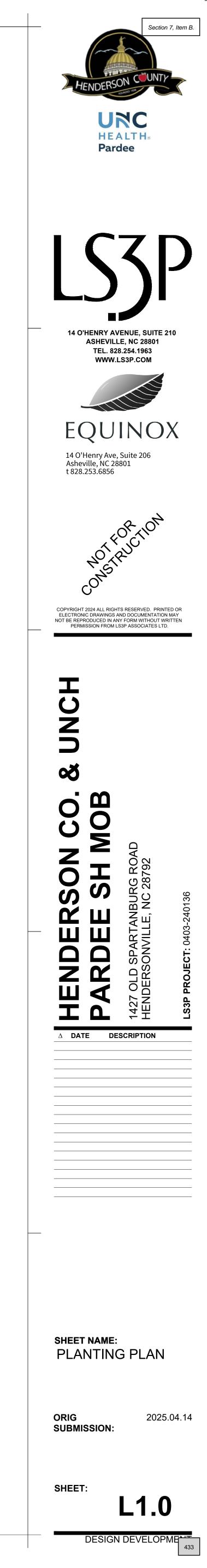
TOTAL TREES REQUIRED 20

20

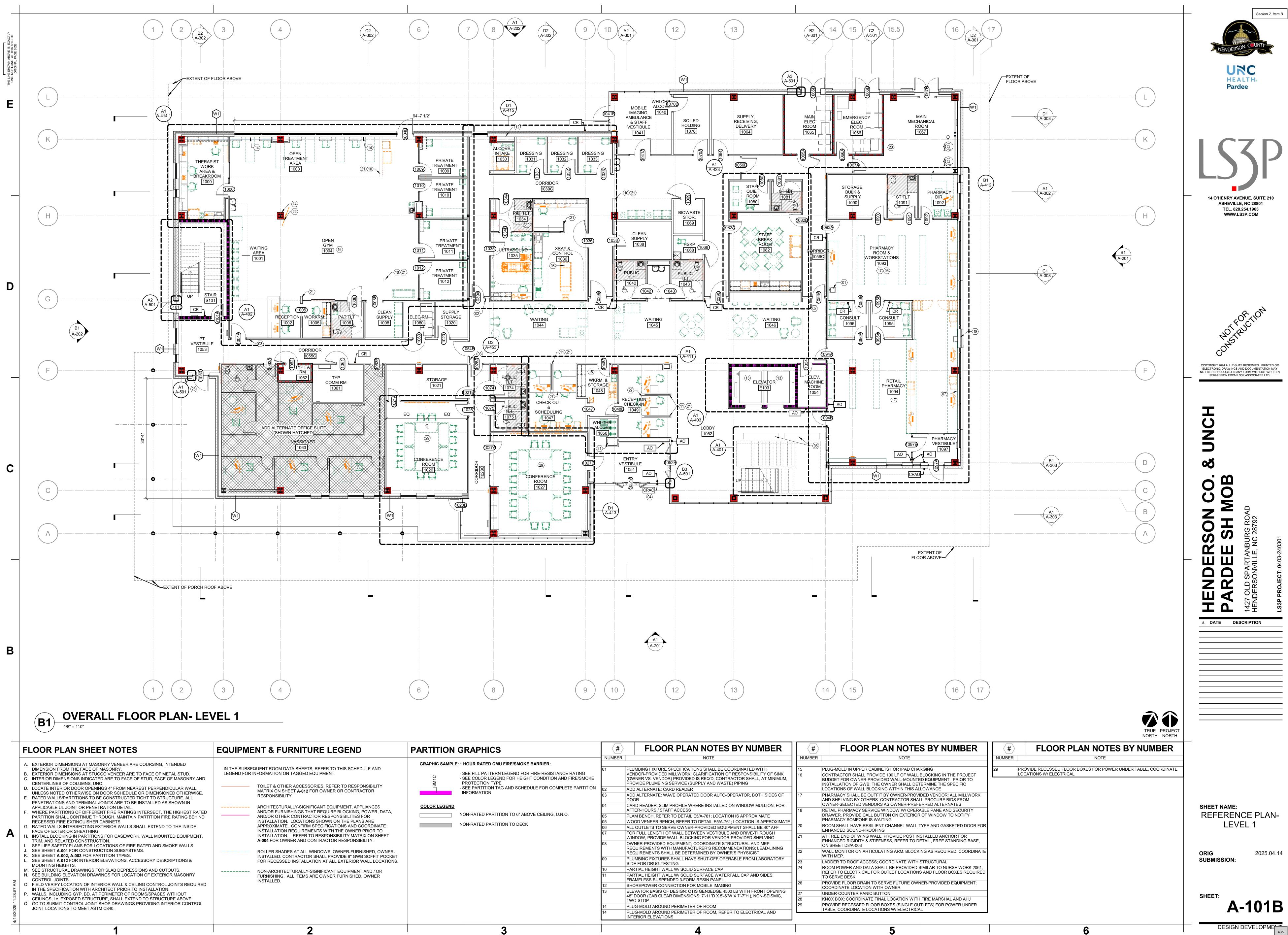
Size of Tree	Equivalent Credit (# of trees)	Quantity Preserved (Landscape Buffer)	Total Credits (Buffer)	Quantity Preserved (TCPA only)	Total Credits (TCPA)
2-12" cal	1	25	25	11	11
13-18" cal	2	0	0	0	0
19-24" cal	3	3	9	1	3
25" cal +	4	1	4	1	4
EXISTING TREE C	REDITS	29	38	13	18
TOTAL EXISTING	TREE CREDITS				56

					-			
	Length	Required Trees	Required Evergreen Shrubs	Required Flowering Shrubs	Provided Trees (credit)*	Provided Trees (planted)	Provided Evergreen Shrubs	Provided Flowering Shrubs
	765	31	191	252	37	5	68**	80**
е	190	8	48	63	n/a	8	47	63
ting	Tree Cree	dits" chart for trees	included in North Side					
ffer B				TOTAL				

\*\* quantity of shrubs provided NOT within tree canopy protection area; supplement as needed between existing trees using detail 2 this sheet and code requirements above as a guide

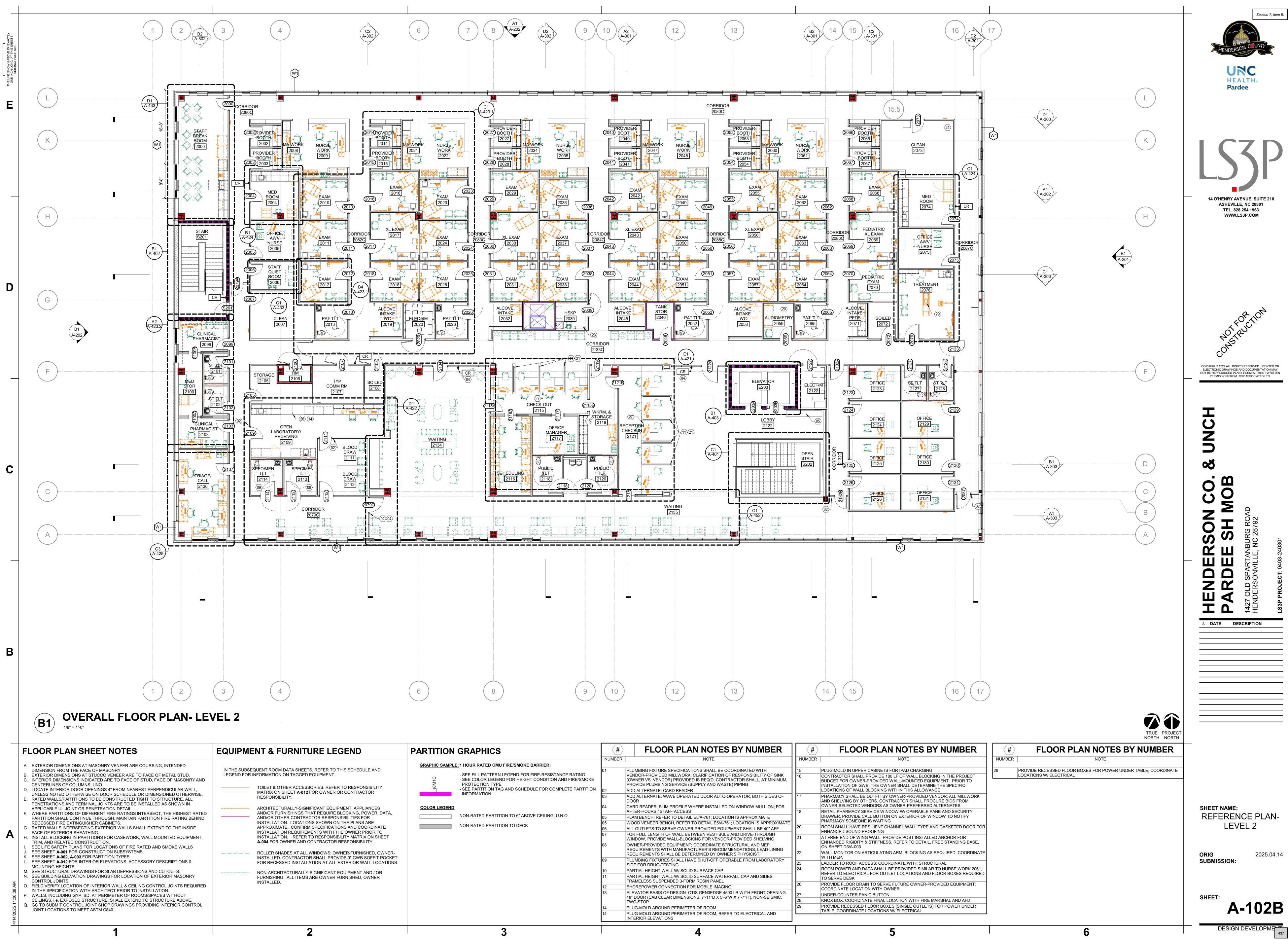






כ	PARTITION GRAPHICS	$\langle \# \rangle$	FLOOR PLAN NOTES BY NUMBER	<b>(#</b>	FLOOR PLAN NOTES BY NUMBER	<b>(#</b> )	FLOOR PLAN NOTES BY NUMBE
		NUMBER	NOTE	NUMBE	R NOTE	NUMBER	NOTE
D EDULE AND PONSIBILITY RACTOR PPLIANCES G, POWER, DATA, S FOR NS ARE COORDINATE R PRIOR TO TRIX ON SHEET SIBILITY.	PARTITION GRAPHICS         GRAPHIC SAMPLE: 1 HOUR RATED CMU FIRE/SMOKE BARRIER:         Image: See Fill Pattern Legend For Fire-Resistance Rating         See Color Legend For Height Condition and Fire/SMOKE         Protection Type         See Partition tag and schedule for complete partition inFormation         Image: Non-Rated Partition to 6" Above celling, U.N.O.         Image: Non-Rated Partition to Deck	01 PI VI (C PI 02 AI 03 AI D0 04 C, AI 05 PI 05 W 06 AI 07 FC W 08 OV	NOTE UMBING FIXTURE SPECIFICATIONS SHALL BE COORDINATED WITH ENDOR-PROVIDED MILLWORK; CLARIFICATION OF RESPONSIBILITY OF SINK WNER VS. VENDOR) PROVIDED IS REQ'D; CONTRACTOR SHALL, AT MINIMUM, ROVIDE PLUMBING SERVICE (SUPPLY AND WASTE) PIPING DD ALTERNATE: CARD READER DD ALTERNATE: WAVE OPERATED DOOR AUTO-OPERATOR, BOTH SIDES OF OOR ARD READER, SLIM PROFILE WHERE INSTALLED ON WINDOW MULLION; FOR FTER-HOURS / STAFF ACCESS AM BENCH, REFER TO DETAIL E5/A-761; LOCATION IS APPROXIMATE OOD VENEER BENCH, REFER TO DETAIL E5/A-761; LOCATION IS APPROXIMATE L OUTLETS TO SERVE OWNER-PROVIDED EQUIPMENT SHALL BE 40" AFF DR FULL LENGTH OF WALL BETWEEN VESTIBULE AND DRIVE-THROUGH INDOW, PROVIDE WALL-BLOCKING FOR VENDOR-PROVIDED SHELVING WNER-PROVIDED EQUIPMENT; COORDINATE STRUCTURAL AND MEP			NUMBER 29	
RNISHED, OWNER- VB SOFFIT POCKET R WALL LOCATIONS. NT AND / OR D, OWNER		RI 09 PI 51 10 P/ 11 P/ FF 12 SI 13 EI 48 TV 14 PI 14 PI	EQUIREMENTS WITH MANUFACTURER'S RECOMMENDATIONS; LEAD-LINING EQUIREMENTS SHALL BE DETERMINED BY OWNER'S PHYSICIST. LUMBING FIXTURES SHALL HAVE SHUT-OFF OPERABLE FROM LABORATORY DE FOR DRUG-TESTING ARTIAL HEIGHT WALL W/ SOLID SURFACE CAP ARTIAL HEIGHT WALL W/ SOLID SURFACE WATERFALL CAP AND SIDES; RAMELESS SUSPENDED 3-FORM RESIN PANEL HOREPOWER CONNECTION FOR MOBILE IMAGING LEVATOR BASIS OF DESIGN: OTIS GEN3EDGE 4500 LB WITH FRONT OPENING "DOOR (CAB CLEAR DIMENSIONS: 7'-11"D X 5'-6"W X 7'-7"H ), NON-SEISMIC, VO-STOP LUG-MOLD AROUND PERIMETER OF ROOM LUG-MOLD AROUND PERIMETER OF ROOM, REFER TO ELECTRICAL AND TERIOR ELEVATIONS	22 23 24 26 27 28 29	<ul> <li>WALL MONITOR ON ARTICULATING ARM. BLOCKING AS REQUIRED. COORDINATE WITH MEP.</li> <li>LADDER TO ROOF ACCESS; COORDINATE WITH STRUCTURAL</li> <li>ROOM POWER AND DATA SHALL BE PROVIDED SIMILAR TO NURSE WORK 2061, REFER TO ELECTRICAL FOR OUTLET LOCATIONS AND FLOOR BOXES REQUIRED TO SERVE DESK</li> <li>PROVIDE FLOOR DRAIN TO SERVE FUTURE OWNER-PROVIDED EQUIPMENT; COORDINATE LOCATION WITH OWNER</li> <li>UNDER-COUNTER PANIC BUTTON</li> <li>KNOX BOX; COORDINATE FINAL LOCATION WITH FIRE MARSHAL AND AHJ</li> <li>PROVIDE RECESSED FLOOR BOXES (SINGLE OUTLETS) FOR POWER UNDER TABLE, COORDINATE LOCATIONS W/ ELECTRICAL</li> </ul>		

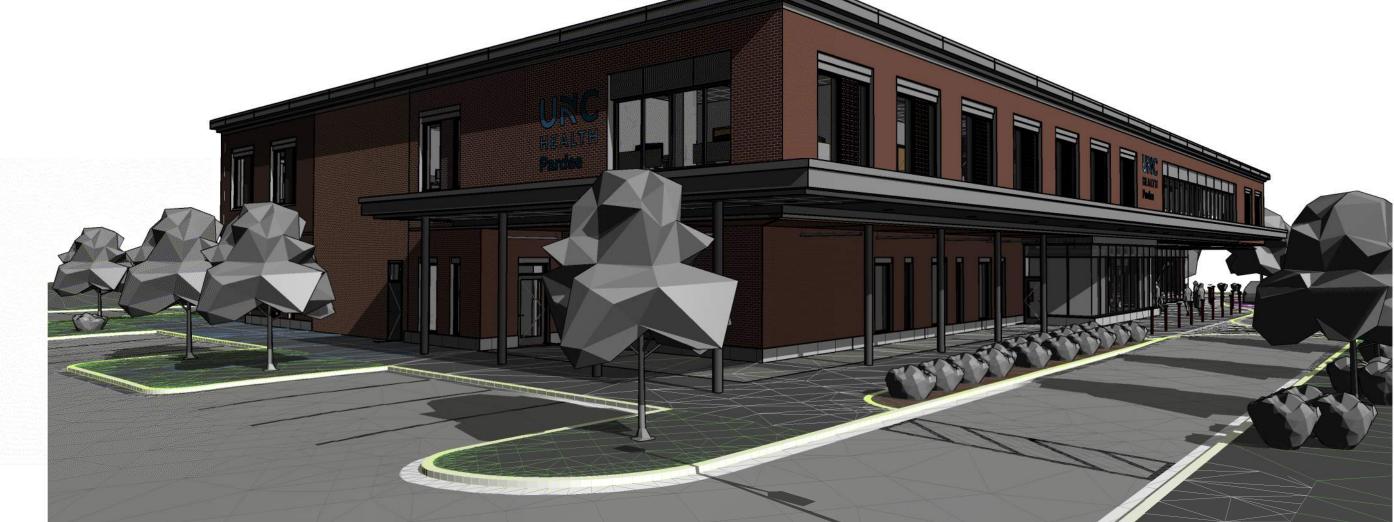




NOTE       NUMBER       NUMER       NUMER       NUMER       NUMER       NUMER       NUMER       NUMER	PLAN NOTES BY NUMBE
EDULE AND SEE FILL DATTEDULE CEND FOR FIRE DESISTANCE DATING DATI	NOTE
EDULE AND 01 PLUMBING FIXTURE SPECIFICATIONS SHALL BE COORDINATED WITH 15 PLUG-MOLD IN UPPER CABINETS FOR IPAD CHARGING 29 PROVIDE RECESSED FLOO	
See Point Fight Leden Dort Recession And Painteen     See Pointeen     See	OR BOXES FOR POWER UNDER TABLE, COORE
14 PLOG-MOLD AROUND PERIMETER OF ROOM, REFER TO ELECTRICAL AND INTERIOR ELEVATIONS	



	ARCH- MATERIAL FINISHES (E	EXTERIOR)	
ZE	PRODUCT COLOR	PRODUCT FINISH	INSTALLATION
	GRAY(ZINC-61438 OR WEATHERED ZINC -614382)	SMOOTH	FIELD FABRICATED. MOUNTED TO Z-FURRING SYSTEM (GREEN GIRT OR SIM). RAI
	80% RED, 20% CHOCOLATE	VARIES	RUNNING BOND
	20% RED, 80% CHOCOLATE	VARIES	RUNNING BOND
	50% RED, 50% CHOCOLATE	VARIES	CORBELED STRETCHER BRICKS WITHIN RUNNING BOND PATTERN. SEE DETAILS
	GRAY	SAWCUT	SOLDIER COURSE INSTALLATION, SILL INSTALLATION, OR SHINER COUSE INSTALL
	20% RED, 80% CHOCOLATE	VARIES	CORBELED RUNNING BOND PATTERN. SEE DETAILS.
	GRAY(ZINC-61438 OR WEATHERED ZINC -614382)	SMOOTH	PER DETAILS
	SELECTED BY ARCHITECT	FINE	3 PART STUCCO, TOTAL 7/8" THICK. SCRATCH COAT , HARD COAT, FINISH COAT.
		·	



	CONTACT
INSCREEN INSTALLATION.	
	CASON BUILDER SUPPLY (JALEN ASHE 828-775-3452;Jashe@casonbuildersupply.com)
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LATION. SEE ELEVATIONS	CASON BUILDER SUPPLY (JALEN ASHE 828-775-3452; Jashe@casonbuildersupply.com)
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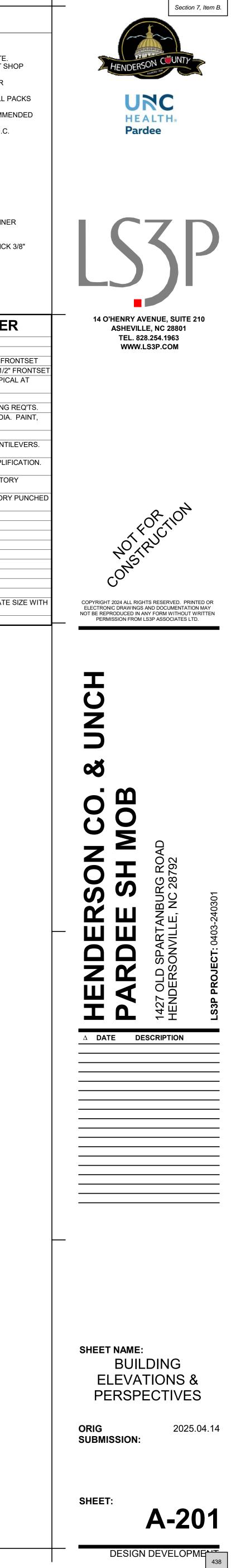
# **BUILDING ELEVATION SHEET NOTES**

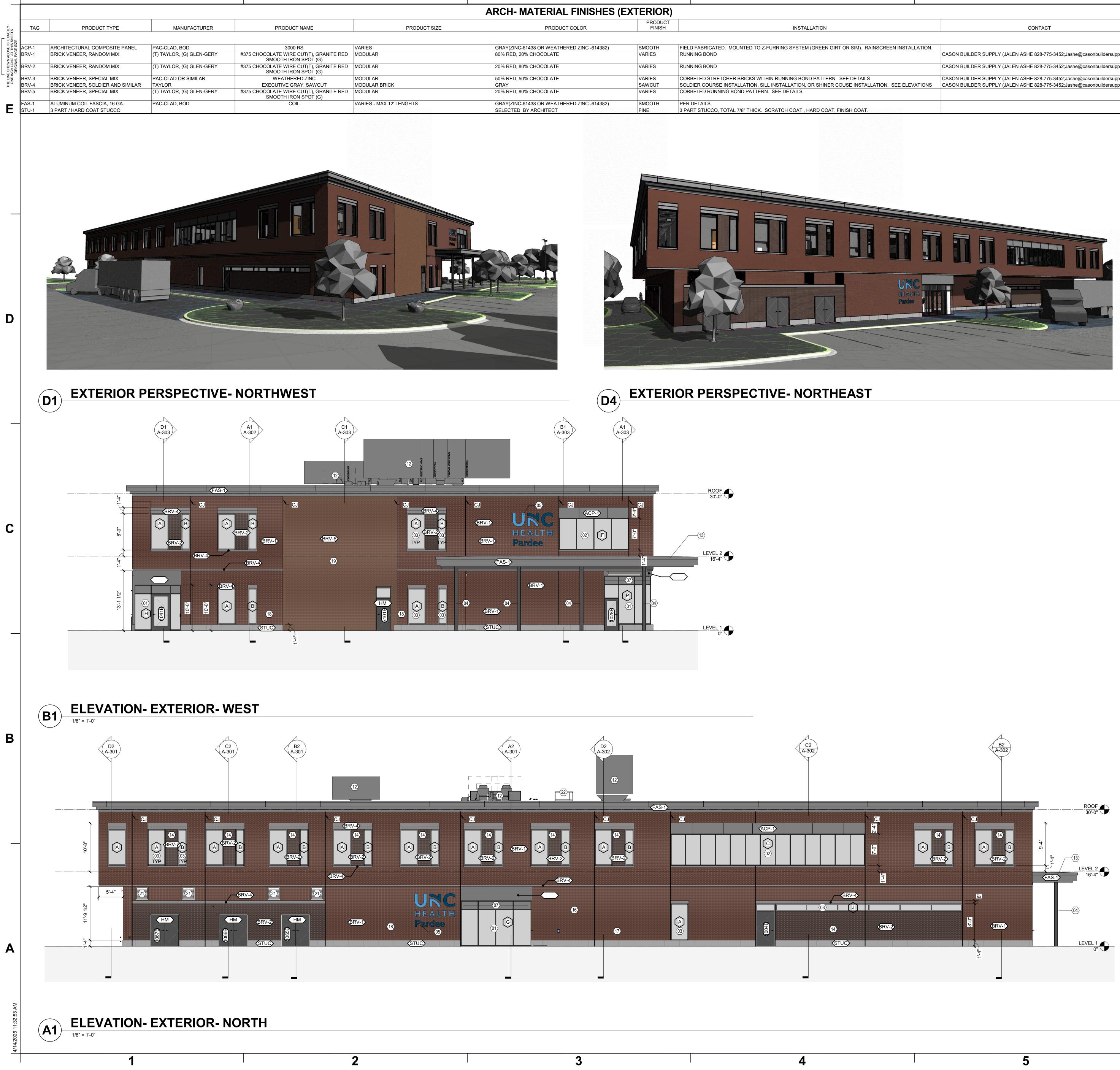
- A. SEE A-103 FOR SHEET-SPECIFIC GRAPHICS & SYMBOLS. B. LOCATIONS AND SIZES OF MECHANICAL EQUIPMENT ARE APPROXIMATE. COORDINATE WITH STRUCTURAL, MECHANICAL PLAN AND EQUIPMENT SHOP
- DRAWINGS. C. SEE PLUMBING DRAWINGS FOR ADDITIONAL THROUGH WALL SCUPPER
- INFORMATION. D. COORDINATE EXTERIOR LIGHTING WITH ELECTRICAL DRAWINGS. WALL PACKS TO BE NOTED AT 10'4" AFF UNO
- E. CONTROL JOINTS ARE REQUIRED IN BRICK VENEER MASONRY, RECOMMENDED
- AT 20' O.C. MAX. MARKED WITH "CJ" F. CONTROL JOINTS ARE REQUIRED IN STUCCO. MAX SPACING AT 3'-8" O.C.

BRICK VENEER TYPE NOTES BRV-1 80 RED / 20 CHOCOLATE MIX, RUNNING BOND, MODULAR

- BRV-2 20 RED / 80 CHOCOLATE MIX, RUNNING BOND, MODULAR
- BRV-3 50 RED / 50 CHOCOLATE MIX, RUNNING BOND WITH CORBELLED STRETCHERS.
- BRV-4 EXECUTIVE GRAY. ROWLOCK AT SILLS, SOLDIERS AT LINTELS. SHINER
- COURSE AT HORIZONTAL BAND. SEE WALL SECTIONS. BRV-5 20 RED / 80 CHOCOLATE BLEND, RUNNING BOND. CORBEL RED BRICK 3/8" FROM PLANE

$\langle \# \rangle$	ELEVATION NOTES BY NUMBE
NUMBER	NOTE
	1
01	SF-1 STRUCTURAL SILICONE GLAZED STOREFRONT SYSTEM. 2" X 6" FR
02	SF-2 STRUCTURAL SILICONE GLAZED STOREFRONT SYSTEM. 2" X 4-1/2"
03	SF-3 STANDARD STOREFRONT SYSTEM. 2" X 4-1/2" CENTER SET. TYPIC PUNCHED WINDOWS
04	8" TUBE COLUMN. SEE STRUCT. PAINT SELECTED BY ARCHITECT
05	EXTERIOR SIGNAGE, BY OWNER. COORDINATE POWER AND BLOCKING
06	DOWNSPOUT, CONNECTED TO STORMWATER SYSTEM. 8" OUTSIDE DIA SELECTED BY OWNER
07	INSULATED OPAQUE SPANDREL PANEL, PER STOREFRONT SYSTEM
08	SHINER BOND BRICK COURSE. SUPPORTED BY SHELF ANGLE AT CANT SEE STRUCT.
09	UNIT TRANSACTION WINDOW W/ SECURITY DRAWER AND VOICE AMPLIE COORD W/ ELECTRICAL.
10	DOUBLE SOLDIER COURSE (16" DEEP), WRACKED. TYPICAL AT 2ND STO PUNCHED WINDOW OPENINGS
11	SINGLE SOLDIER COURSE (8" DEEP), WRACKED. TYPICAL AT 1ST STOR' WINDOW OPENINGS
12	ROOF TOP EQUIPMENT. SEE ROOF PLAN.
13	6" GUTTER
14	WRACKED PANEL. SEE SECTIONS
15	CORBELED STRETCHER PANEL. SEE DETAIL
16	WALL PACK, TYP. SEE ELECTRICAL DRAWINGS.
17	DISCONNECT FOR IMAGING. SEE ELECTRICAL DRAWINGS.
18	LAMBSTONGUE OVER FLOW
19	RUNNING BOND PANEL WITH CORBELLED BRICKS. SEE DETAIL.
20	NG SERVICE ENTRANCE
21	LOUVER. COLOR SHALL MATCH EXTERIOR STOREFRONT. COORDINATE MECHANICAL
22	ROOF HATCH, SEE ROOF PLAN





	<b>ARCH- MATERIAL FINISHES (E</b>	EXTERIOR)		
DUCT SIZE	PRODUCT COLOR	PRODUCT FINISH	INSTALLATION	CONTACT
	GRAY(ZINC-61438 OR WEATHERED ZINC -614382)	SMOOTH	FIELD FABRICATED. MOUNTED TO Z-FURRING SYSTEM (GREEN GIRT OR SIM). RAINSCREEN INSTALLATION.	
	80% RED, 20% CHOCOLATE	VARIES	RUNNING BOND	CASON BUILDER SUPPLY (JALEN ASHE 828-775-3452; Jashe@casonbuildersupply.com
	20% RED, 80% CHOCOLATE	VARIES	RUNNING BOND	CASON BUILDER SUPPLY (JALEN ASHE 828-775-3452; Jashe@casonbuildersupply.com
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	20% RED, 80% CHOCOLATE	VARIES	CORBELED RUNNING BOND PATTERN. SEE DETAILS.	
S	GRAY(ZINC-61438 OR WEATHERED ZINC -614382)	SMOOTH	PER DETAILS	
	SELECTED BY ARCHITECT	FINE	3 PART STUCCO, TOTAL 7/8" THICK. SCRATCH COAT, HARD COAT, FINISH COAT.	



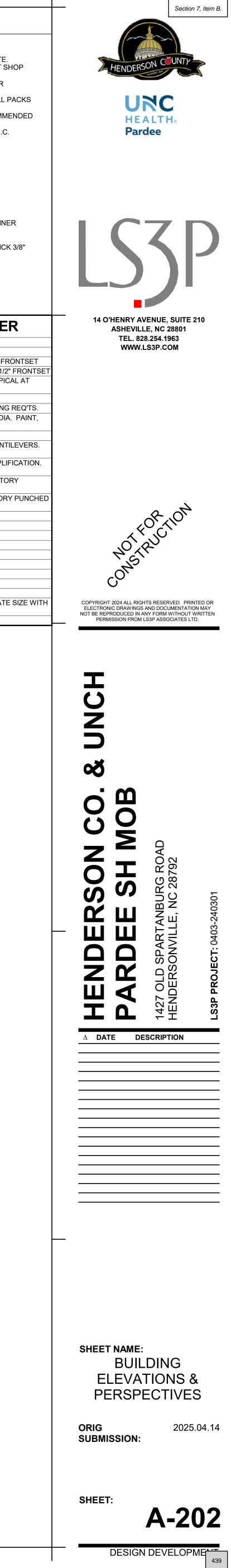
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- DRAWINGS. C. SEE PLUMBING DRAWINGS FOR ADDITIONAL THROUGH WALL SCUPPER
- INFORMATION. D. COORDINATE EXTERIOR LIGHTING WITH ELECTRICAL DRAWINGS. WALL PACKS
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- COURSE AT HORIZONTAL BAND. SEE WALL SECTIONS. BRV-5 20 RED / 80 CHOCOLATE BLEND, RUNNING BOND. CORBEL RED BRICK 3/8" FROM PLANE

$\langle \# \rangle$	ELEVATION NOTES BY NUMBER
NUMBER	NOTE
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03	SF-3 STANDARD STOREFRONT SYSTEM. 2" X 4-1/2" CENTER SET. TYPICAL A PUNCHED WINDOWS
04	8" TUBE COLUMN. SEE STRUCT. PAINT SELECTED BY ARCHITECT
05	EXTERIOR SIGNAGE, BY OWNER. COORDINATE POWER AND BLOCKING REQ
06	DOWNSPOUT, CONNECTED TO STORMWATER SYSTEM. 8" OUTSIDE DIA. PA SELECTED BY OWNER
07	INSULATED OPAQUE SPANDREL PANEL, PER STOREFRONT SYSTEM
08	SHINER BOND BRICK COURSE. SUPPORTED BY SHELF ANGLE AT CANTILEVE SEE STRUCT.
09	UNIT TRANSACTION WINDOW W/ SECURITY DRAWER AND VOICE AMPLIFICAT COORD W/ ELECTRICAL.
10	DOUBLE SOLDIER COURSE (16" DEEP), WRACKED. TYPICAL AT 2ND STORY PUNCHED WINDOW OPENINGS
11	SINGLE SOLDIER COURSE (8" DEEP), WRACKED. TYPICAL AT 1ST STORY PUI WINDOW OPENINGS
12	ROOF TOP EQUIPMENT. SEE ROOF PLAN.
13	6" GUTTER
14	WRACKED PANEL. SEE SECTIONS
15	CORBELED STRETCHER PANEL. SEE DETAIL
16	WALL PACK, TYP. SEE ELECTRICAL DRAWINGS.
17	DISCONNECT FOR IMAGING. SEE ELECTRICAL DRAWINGS.
18	LAMBSTONGUE OVER FLOW
19	RUNNING BOND PANEL WITH CORBELLED BRICKS. SEE DETAIL.
20	NG SERVICE ENTRANCE
21	LOUVER. COLOR SHALL MATCH EXTERIOR STOREFRONT. COORDINATE SIZE MECHANICAL
22	ROOF HATCH, SEE ROOF PLAN











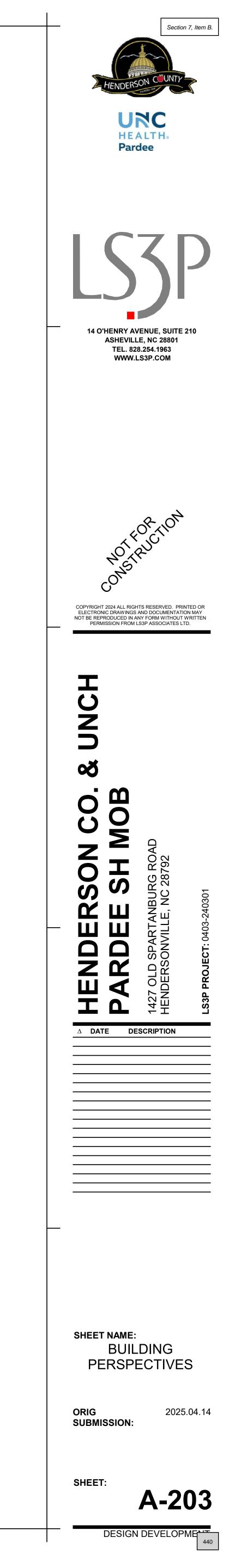




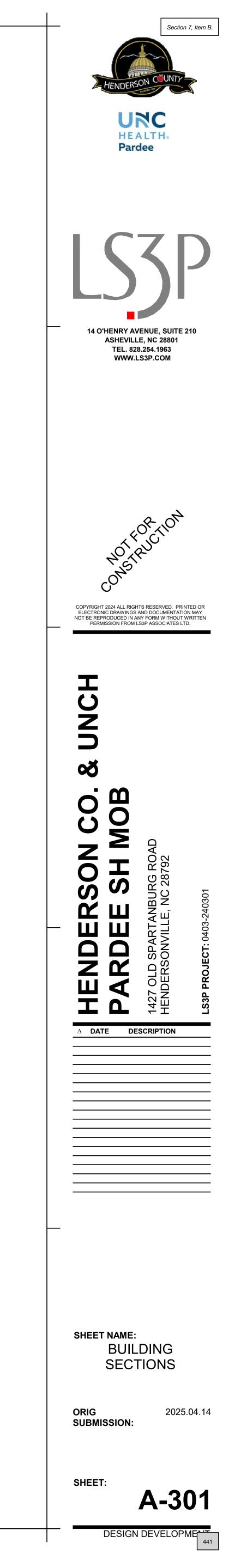


D4 EXTERIOR PERSPECTIVE - FROM THE SOUTHWEST

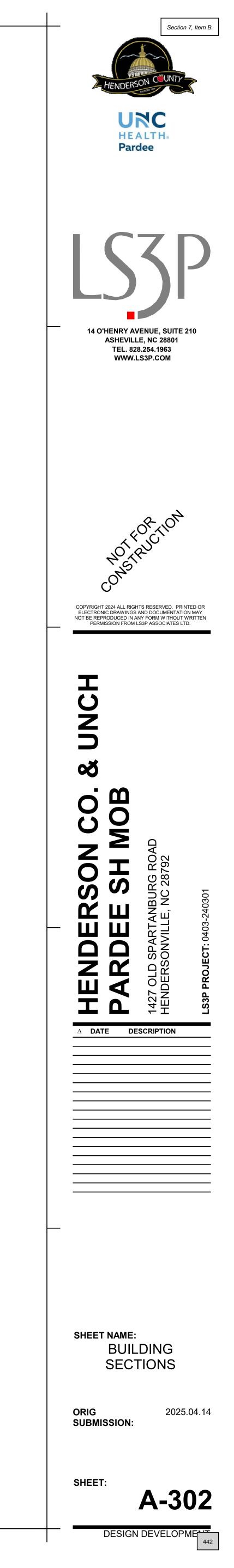
# A4 EXTERIOR PERSPECTIVE - FROM THE SOUTHEAST

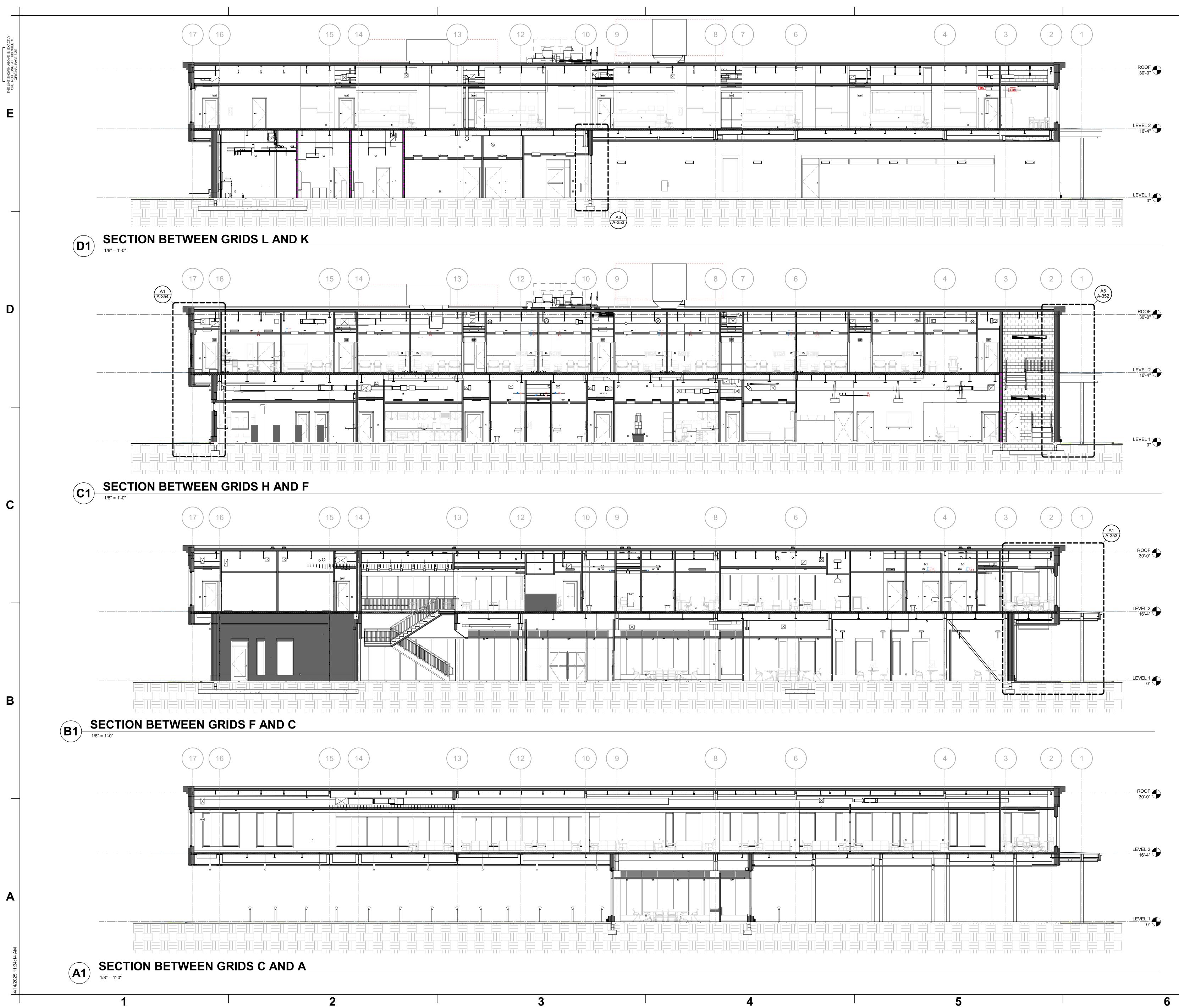


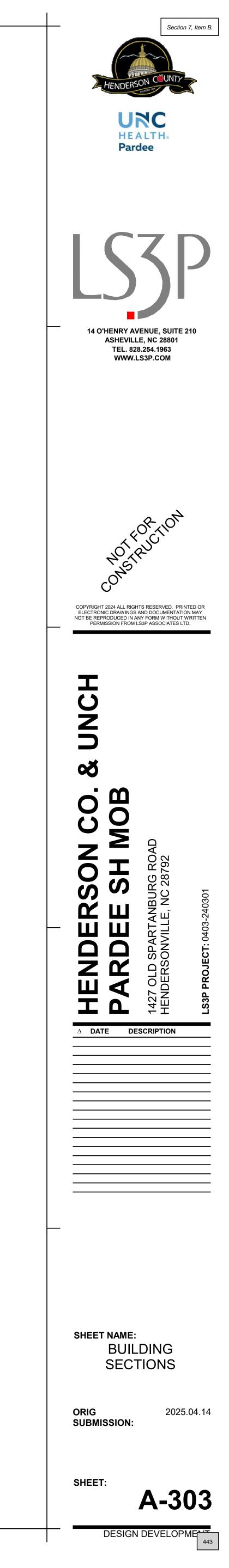












Section 7, Item B.

NEIGHBORHOOD COMPATIBILITY MEETING KEI OKI



<u>SPARTANBURG HIGHWAY MEDICAL OFFICE BUILDING (25-</u> 23-CZD)

NCM MEETING DATE: APRIL 29<sup>TH</sup>, 2025

PETITION REQUEST: Rezoning: Commercial Highway Mixed Use-Conditional Zoning District (CHMU-CZD)

APPLICANT/PETITIONER: John Bryant, Vice President, Operations and Support Services for UNC Health Pardee [Applicant] & Bryan Rhodes, Capital Projects Construction Manager for Henderson County Government [Owner]

NEIGHBORHOOD COMPATIBILITY MEETING SUMMARY:

A Neighborhood Compatibility Meeting was held for this project on April 29th, 2025, at 2pm in the 3rd floor conference room of City Hall, 160 6th Ave. East. and via Zoom. The meeting lasted approximately I hour and 10 minutes.

There were 2 members of the public in attendance in-person and I attended virtually. The applicant and their development team were present as were 3 members of City staff.

Staff gave the formal introduction and a brief overview of the request.

There were 0 pre-submitted public comments.

The development team presented their project proposal for the 42,520 square foot medical office building.

Concerns and questions from the public related to:

- The type of medical services that would be provided.
- Whether or not behavioral health programs would be incorporated into the development.
- How the open space along Spartanburg highway would be maintained and landscaped.
- The Duke Energy transmission line easement impacts on the project.
- Drainage, stormwater and the blueline stream shown on the USGS maps were discussed.
- It was noted that Pardee is an incredible asset to our community.
- Funding for the project and Henderson County's involvement.

Full minutes from the Neighborhood Compatibility Meeting and pre-submitted public comments are available for review by request.

Section 7, Item B.

THENDERSON THE REPORT OF

SPARTANBURG HIGHWAY MEDICAL OFFICE BUILDING (25-

23-CZD)

MEETING DATE: JUNE 12<sup>TH</sup>, 2025

PLANNING BOARD RECOMMENDATION

PETITION REQUEST: Rezoning: Commercial Highway Mixed Use-Conditional Zoning District (CHMU-CZD) APPLICANT/PETITIONER: John Bryant, Vice President, Operations and Support Services for UNC Health Pardee [Applicant] & Bryan Rhodes, Capital Projects Construction Manager for Henderson County Government [Owner]

### PLANNING BOARD ACTION SUMMARY:

The Planning Board voted 7-0 to recommend **<u>approval</u>** of this petition and adopted the following motion:

## PLANNING BOARD MOTION:

Ms. Peacock moved Planning Board recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PINs: 9578-41-6876 & 9578-42-5074) from C3-SU, Highway Business Special Use to CHMU-CZD, Commercial Highway Mixed Use Conditional Zoning District, for the construction of a 42,520 square foot medical office building based on the master site plan and list of conditions submitted by and agreed to by the applicant, [dated 6-4-25] 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.
  - a. Permitted Uses:
    - i. Offices, business, professional and public.

2. Permitted uses and applicable conditions presented on the site plan shall be amended to include "During final site plan approval, the existing piped blueline stream running through the property shall be reviewed and evaluated. If the City of Hendersonville, in coordination with the developer's engineer, determines that the pipe's integrity or capacity is inadequate to serve its intended function, it shall be removed and replaced or fixed as part of the project's construction".

3. 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 of Chapter IV of the Gen H Comprehensive Plan.

4. 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:

1. The proposed development would provide citizens who reside on the southern side of Henderson County the opportunity to have primary care, physical therapy, and pharmacy service within a closer proximity to where they live.

2. The proposed development is within close proximity to other institutional uses along this corridor.

Ms. Gilgis seconded the motion which passed unanimously.

### OVERVIEW OF BOARD DISCUSSION FROM MEETING MINUTES

The Planning Board convened on this project for **<u>30 minutes</u>**.

Ms. Gilgis asked whether this portion of Spartanburg Highway consists of five lanes, including a center turn lane. Mr. Morrow confirmed, stating it includes two travel lanes in each direction and a center turn lane.

She then inquired whether the entrance from Spartanburg Highway to the proposed facility would be a full-access entrance rather than a right-in/right-out only. Mr. Morrow responded that it would be a full-access entrance with no right-in/right-out restriction.

Ms. Gilgis asked about the mention of a crosswalk on Spartanburg Highway. Mr. Morrow clarified that the reference was likely to the zoning crosswalk mentioned in the Comprehensive Plan, not to a physical crosswalk currently proposed on Spartanburg Highway. He noted that the applicant will be providing a crosswalk from the staff parking area and pointed this out on the site plan. Aside from site access points, this is the only crosswalk connection being proposed.

The Chair noted that a CHMU-CZD has not previously been established along Spartanburg Highway and questioned why a C-3 CZD designation was not proposed instead. Mr. Morrow explained that the City is working to phase out the C-3 zoning designation, which is historically the commercial highway corridor zoning. He referenced the development patterns along Four Seasons Boulevard as something the City does not wish to replicate. He further stated that the CHMU zoning is consistent with the Gen H Comprehensive Plan and aligns with the City's long-term vision.

John Bryant, Vice President of Operations and Support Services for UNC Health Pardee, located at 800 N. Justice Street, addressed the Board. He stated that aligning with the Gen H Comprehensive Plan and expanding healthcare services to the southern part of the county are priorities for the organization. Providing access to services closer to where people live is a central focus. Mr. Bryant emphasized that the project meets all zoning ordinance requirements and that the team views this as a benefit not only to Henderson County residents but also as an opportunity to increase healthcare access in the southern region of the county.

He noted that they received positive feedback from the Neighborhood Compatibility Meeting (NCM) and made responsive revisions. The development team has met with City Planning staff on multiple occasions, receiving constructive feedback and guidance.

The Chair asked Mr. Bryant to provide the Board with a summary of the project's history, need, and funding. Mr. Bryant gave a brief overview, explaining that the project involves a partnership with Henderson County, which is acting as the borrower of funds. The tenants will be responsible for repaying that borrowing. He also discussed plans for expanding services and constructing new facilities.

The Chair asked for clarification on parking—specifically, whether the number of proposed spaces met, exceeded, or fell short of the requirement. Mr. Morrow responded that the proposed number exceeds the requirement: 170 spaces are required, and 196 are proposed. He noted that the site is within the Entry Corridor Overlay, where a 20% parking reduction is permitted, but the applicant has elected not to utilize that reduction.

The applicant further explained the reasoning behind providing more parking than the ordinance requires.

## OVERVIEW OF BOARD DISCUSSION FROM MEETING MINUTES CON<sup>Section 7, Item B.</sup>

The Chair asked whether the existing stream pipe is sufficient, whether it had been inspected, and when it was originally installed.

Tom Jones, with WGLA Engineering located at 724 5th Avenue West, stated that his firm is serving as the civil engineer for the project. He explained that the existing pipe on the site is old and will need to be evaluated, and it will probably have to be replaced. As part of the site work, the team will analyze the pipe to determine whether it is adequate for the expected flow. The final determination regarding the appropriate course of action; whether rehabilitation or replacement will be made following that assessment.

Mr. Jones emphasized that the pipe will not be allowed to deteriorate; it will either be repaired or replaced, and its size will also be evaluated during that process.

The Chair inquired about adding a condition to require the pipe be inspected and repaired or replaced as necessary. Mr. Morrow responded that such a condition could be recommended. The Chair noted that while he trusts the work will be done appropriately, including a formal condition might be beneficial.

### **PUBLIC COMMENTS:**

**Ken Fitch, 1046 Patton Street (zoom)** stated he would like to commend the Planning team for this project. The NCM was remarkably productive. One of the issues he raised was the flow of traffic through the site. That is something that will have to be worked out. He explained the reasons why he thought this facility was important. He discussed having a bus stop. He stated there is a piped blueline stream and asked what the condition was of the pipe.

**Glenn Lange, 623 Ferncliff** stated he is with the Hendersonville Tree Board and is a certified wildlife biologist. He stated he wanted to compliment that particular design team particularly the folk working on the landscaping plan because he has seen very few developments that utilize almost entirely native plants. Native plants provide the best conditions we can for our ecosystem. It is very commendable that they are doing this.

### **BOARD ACTION:**

Motion:

• Tamara Peacock (Vice Chair)

Second:

Kyle Gilgis

Yeas:

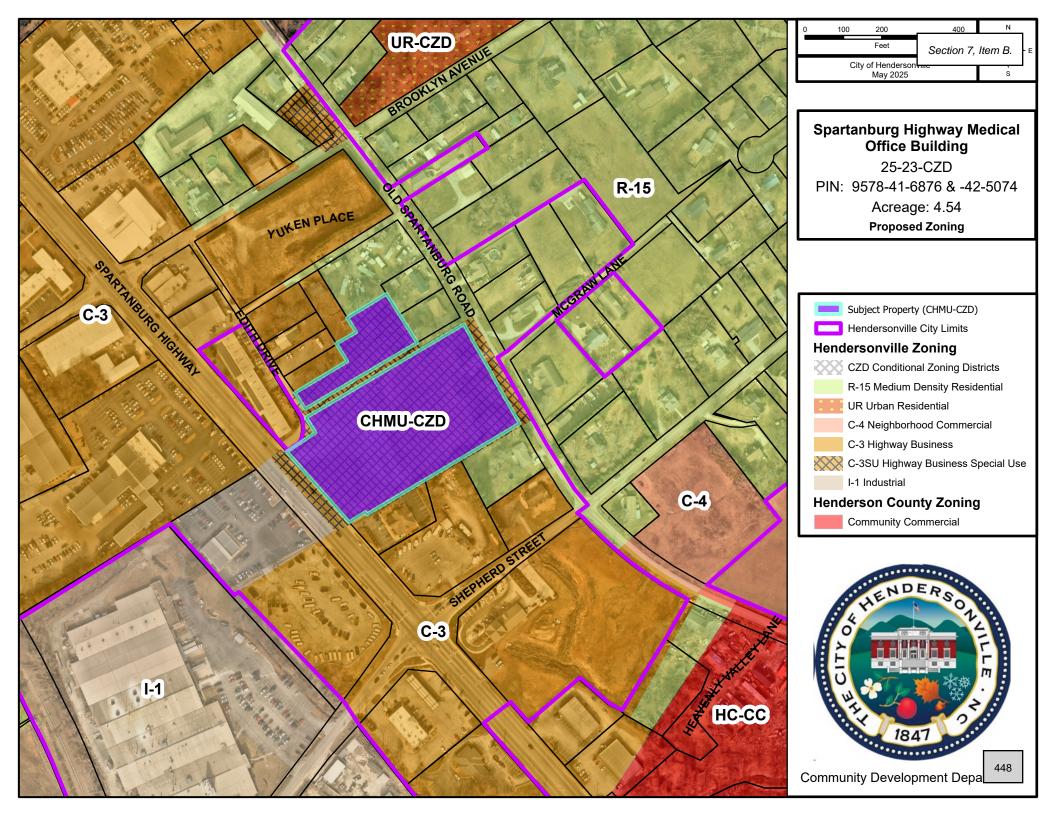
• Tamara Peacock (Vice-Chair), Donna Waters, Kyle Gilgis, Jim Robertson (Chair), Bob Johnson, David McKinley, Lauren Rippy

Nays:

None

Absent: Laura Flores, Mark Russell

Recused: None



Ordinance #\_\_\_-

### AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR A PARCELS POSSESSING PIN NUMBERS: 9578-41-6876 & 9578-42-5074 BY CHANGING THE ZONING DESIGNATION FROM C-3 SU, HIGHWAY BUSINESS SPECIAL USE TO CHMU-CZD, COMMERCIAL HIGHWAY MIXED USE CONDITIONAL ZONING DISTRICT

IN RE: Parcel Numbers: 9578-41-6876 & 9578-42-5074 Address: 0 Spartanburg Highway Spartanburg Highway Medical Office Building: (File # 25-23-CZD)

**WHEREAS**, the City is in receipt of a Conditional Rezoning application from applicant, John Bryant, Vice President, Operations and Support Services for UNC Health Pardee, and property owner, Bryan Rhodes, Capital Projects Construction Manager for Henderson County Government, for the construction of a 42,520 square foot medical office building on approximately 4.54 acres, and

**WHEREAS**, the Planning Board took up this application at its regular meeting on June 12<sup>th</sup> 2025; voting 7-0 to recommend City Council approve an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on July 2<sup>nd</sup>, 2025, and

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

- 1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel Numbers: 9578-41-6876 & 9578-42-5074, changing the zoning designation from C-3 SU, Highway Business Special Use to CHMU-CZD, Commercial Highway Mixed Use Conditional Zoning District.
- 2. Development of the parcel pursuant to this Ordinance is subject to the following.
  - a. Development shall comply with the master site plan submitted by the applicant dated June 4<sup>th</sup>, 2025, including the conditions listed therein, [and/or as modified and presented to City Council][and/or including modifications approved by City Council which shall be added to the site plan. The updated site shall be submitted to the City at or before the applicant's execution of this Ordinance].
  - b. Permitted uses shall include:
    - i. Offices, business, professional and public
  - c. Additional conditions that shall be satisfied prior to final site plan approval include: i.
- 3. Except where modified by the terms of this Ordinance, development of the parcel(s) shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina.
- 4. Except where explicit relief is granted by the terms of this Ordinance, the development of the parcel(s) shall occur in accordance with all applicable standards within local ordinances and policies.

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

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

With their signatures below, the undersigned applicant(s) and property owner(s) consent to and agree to all conditions imposed pursuant to the terms of this Ordinance.

IN RE:	Parcel Numbers:	9578-41-6876 & 9578-42-5074
	Address:	0 Spartanburg Highway
	Spartanburg Highway Med	ical Office Building: (File # 25-23-CZD)

Applicant/Developer: John Bryant, Vice President, Operations and Support Services for UNC Health Pardee	Property Owner: <u>Bryan Rhodes, Capital Projects</u> <u>Construction Manager for Henderson County</u> <u>Government</u>
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

## **Community Development Department-Planning Division**

160 6th Ave. E. Hendersonville NC 28792

For use by Principal Authority / Para uso de la Autoridad Principal	
Cloudpermit application number / Número de solicitud de Cloudpermit JS-NC30720-P-2025-56	
PIN / Número de rollo 9578416876	
Application submitted to / Solicitud presentada a Iendersonville, NC, North Carolina / Hendersonville, NC, Carolina del Norte	

#### **Description of Subject Property**

Address / Dirección 0 NO ADDRESS ASSIGNED

Municipality / Municipio Hendersonville, NC, North Carolina / Hendersonville, NC, Carolina del Norte

PIN / Número de rollo 9578416876

#### **Purpose of Application**

Application type / Tipo de solicitud Conditional Rezoning

Applicant			
Last name / Apellido Bryant	First name / Nombre de pila John		Corporation or partnership / Corporación o sociedad UNC Health Pardee
Street address / Dirección de la calle 800 N Justice Street	Unit number / Número de unidad		Lot / Con.
Municipality / Municipio Hendersonville	State / Provincia Default		ZIP code / Código postal 28791
Other phone / Otro teléfono +1 8285514326		Mobile phone / Teléfono móvil +1 8286964719	
Fax		Email / Correo electrónico john.bryant@unchealth.unc.edu	

Property owner				
Last name / Apellido Rhodes	First name / Nombre de pila Bryan		Corporation or partners Corporación o sociedad Henderson County	Section 7, Item B.
Street address / Dirección de la calle 100 N. King St.	Unit number / Número de unidad		Lot / Con.	
Municipality / Municipio Hendersonville	State / Provincia North Carolina		ZIP code / Código posta 28792	I
Other phone / Otro teléfono +1 828-694-6525		Mobile phone / Teléfono móvil +1 828-606-9094		
Fax		Email / Correo electro brhodes@henderson		

#### **Declaration and Signatures**

#### Applicant

I, John Bryant (The Applicant), do hereby declare that the information contained in this application, the attached schedules and forms, the attached plans and specifications, and other attached documentation is true to the best of my knowledge. If a permit is granted, I agree to comply with Local Ordinances and the conditions of the permit. If the Applicant is a corporation or partnership, I have the authority to bind the corporation or partnership by signing off, I understand that it constitutes a legal signature confirming that I acknowledge and agree to the above declaration.

Digitally signed on 05/20/2025, 12:21:37 PM EDT by John Bryant. / Firmado digitalmente el 20/5/25 12:21:37 EDT por John Bryant.

#### **Property owner**

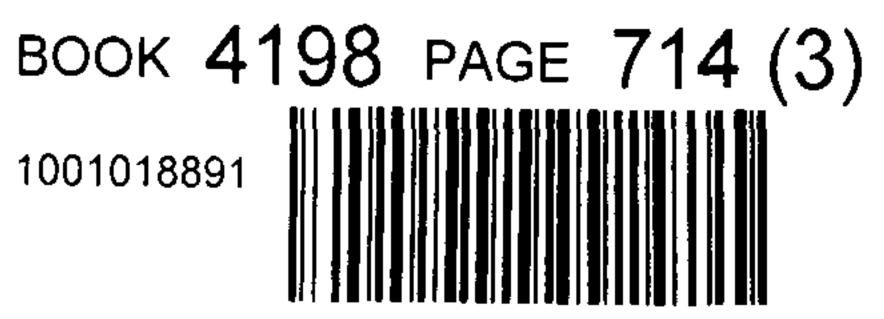
I, Bryan Rhodes (The Property owner), do hereby declare that the information contained in this application, the attached schedules and forms, the attached plans and specifications, and other attached documentation is true to the best of my knowledge. If a permit is granted, I agree to comply with Local Ordinances and the conditions of the permit. If the Property owner is a corporation or partnership, I have the authority to bind the corporation or partnership by signing off, I understand that it constitutes a legal signature confirming that I acknowledge and agree to the above declaration.

Digitally signed on 05/22/2025, 8:08:41 AM EDT by Bryan Rhodes. / Firmado digitalmente el 22/5/25 8:08:41 EDT por Bryan Rhodes.

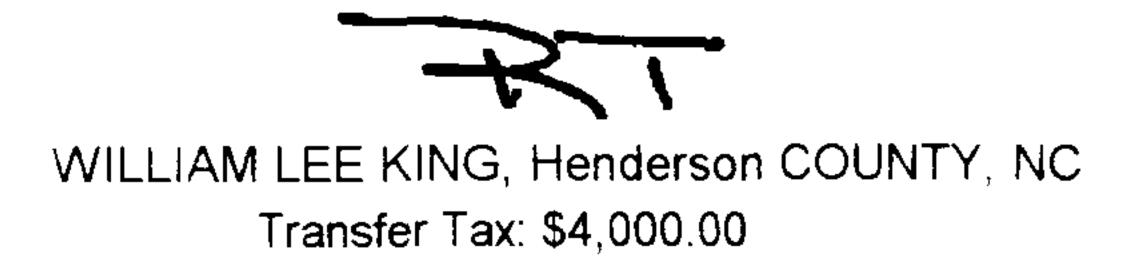
Required Information	
Scheduled Neighborhood Compatibility Meeting - NCM Date	NCM Time
04/29/2025	2:00 PM

Transportation Impact Analysis - (if applicable) Required for complete application but not due until 24 calendar days prior to Planning Board Meeting

Information					
Type of Development: Commercial	Current Zoning C-3SU	Proposed Zoning: CHMU- CZD	Total Acerage 4	Proposed Building Square Footage: 42520.0 sq.ft.	
Number of Dwelling Units: 0	'	·	'		List of Requested Uses: Medical Office Building



This document presented and filed: 08/16/2024 03:02:41 PM



# **NORTH CAROLINA GENERAL WARRANTY DEED**

This instrument was prepared by Sherri L. Brewer, a licensed North Carolina Attorney. Delinquent taxes, if any, will be paid by the Closing Attorney to the Henderson County Tax Collector upon disbursement of closing proceeds.

Excise Tax: \$4,000.00	
Parcel Identifier No: 105531 & 110896         Verified by           By:	County on the day of, 20
Mail/Box to: <u>Prince, Massagee &amp; Alexander, PLLC, 240 3<sup>rd</sup></u> This instrument was prepared by: <u>Sherri L. Brewer – DEED</u> Brief description for the Index: <u>4.5 acres +/- off Old Spartar</u>	PREP ONLY – NO TITLE EXAMINED
THIS DEED made this day of August, 2024, by and b	between
GRANTOR	GRANTEE
BRYAN EASLER ENTERPRISES, INC.,	HENDERSON COUNTY, one of the 100

a North Carolina Corporation

**Counties of the State of North Carolina** 

# **1409 Spartanburg Hwy** Hendersonville, NC 28792

800 N. Justice Street Hendersonville, NC 28791

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Hendersonville, Henderson County, North Carolina and more particularly described as follows:

# SEE ATTACHED EXHIBIT A.

A portion of that property hereinabove described was acquired by Grantor by instrument recorded in Book 1393 at Page 180.

All or a portion of the property herein conveyed \_\_\_\_\_ includes or  $X_{-}$  does not include the primary residence of a Grantor.

A map showing the above-described property is recorded in Plat Slide.

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010 Printed by Agreement with the NC Bar Association

# Book 4198 Page 715

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

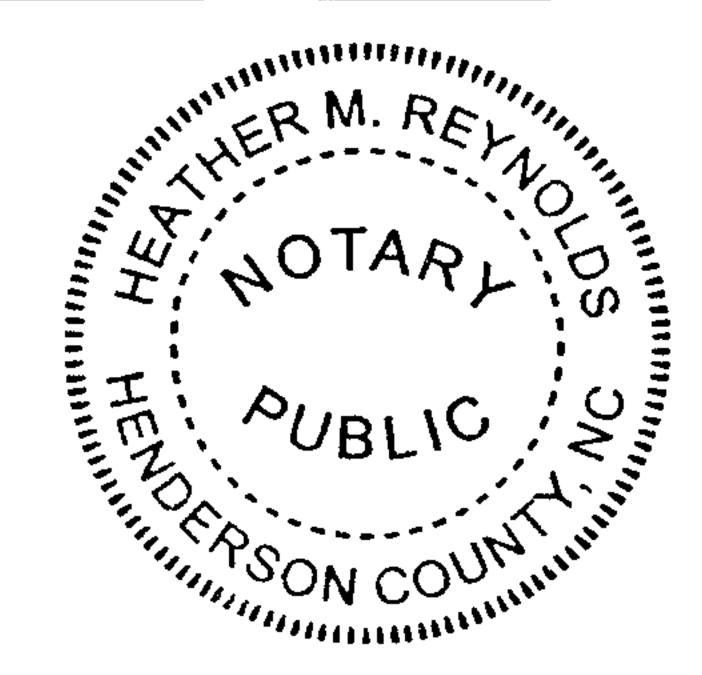
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

# Subject to Hendersonville City ad valorem taxes. Subject to Henderson County ad valorem taxes. Subject to Restrictions, Easements, and Rights of Way of Record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(SEAL) Tink STEPHANIE EASLER, President of

**BRYAN EASLER ENTERPRISES, INC., a North Carolina Corporation** 



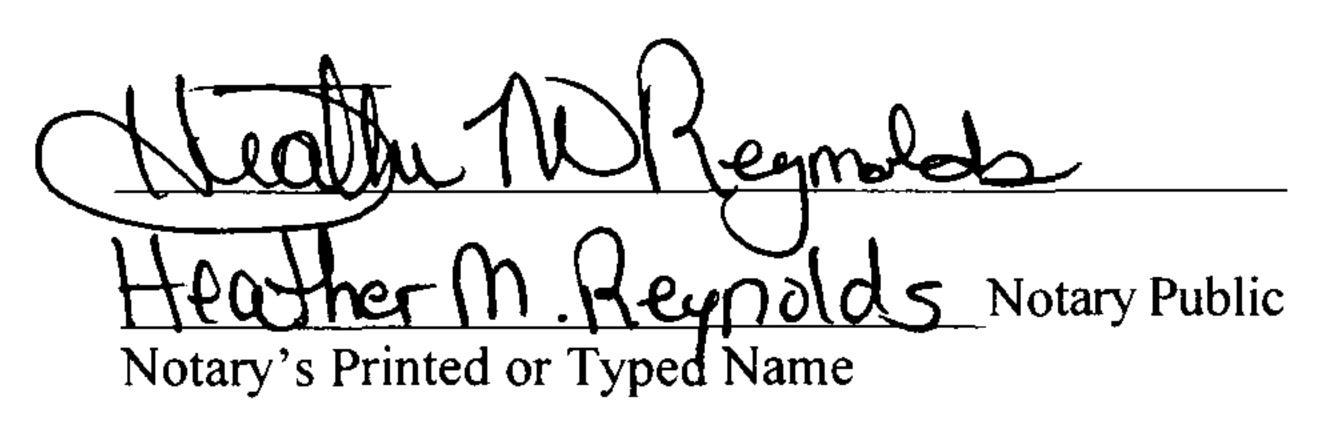
State of NORTH CAROLINA- County of HENDERSON

.

I, the undersigned Notary Public of the County and State aforesaid, certify that Stephanie Easler personally came before me this day and acknowledged that she is the President of Bryan Easler Enterprises, Inc. a North Carolina Corporation, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this  $5^{++}$  day of August, 2024.

(Affix Seal)

My Commission Expires: 10 - 10 - 27



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Section 7, Item B.

# EXHIBIT A

Tract One

BEING all of that 3.79 acre tract as depicted on plat of record at Plat Slide 15794 in the office of the Register of Deeds for Henderson County, North Carolina, reference to which plat is hereby made for a more particular description.

ALSO BEING all of Tract One described in that deed of record in Deed Book 1275, Page 77 in the office of the Register of Deeds for Henderson County, North Carolina and being a portion of the property described in deed of record in Deed Book 1393, Page 180, Henderson County Registry.

Tract Two

BEING all of that 0.74 acre tract as depicted on plat of record at Plat Slide 15794 in the office of the Register of

Deeds for Henderson County, North Carolina, reference to which plat is hereby made for a more particular description.

ALSO BEING all of Tract Two described in that deed of record in Deed Book 1275, Page 77 in the office of the Register of Deeds for Henderson County, North Carolina and being a portion of the property described in deed of record in Deed Book 1393, Page 180, Henderson County Registry.

SUBJECT to the right-of-way of Blue Ridge Avenue, a fifteen (15') foot right of way along the margin of Old Spartanburg Highway, (SR 172), that 20' private road depicted on plat of record in Plat Cabinet B, Slide 299A in the office of the Register of Deeds for Henderson County, North Carolina and utilities rights of way as shown on the above-described plat.

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## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY PLANNING DIVISION

SUBMITTER:	Sam Hayes	MEETING DATE:	July 2 <sup>nd</sup> , 2025
AGENDA SECTION:	New Business	DEPARTMENT:	Community Development

**TITLE OF ITEM:**Rezoning: Standard Rezoning–Quattlebaum Properties F LLC (25-37-RZO) –<br/>Sam Hayes–Planner II

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

For Recommending Approval:	For Recommending Denial:		
I move City Council <b>adopt</b> an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PIN 9588-40-7325) from Henderson County Zoning RC – Regional Commercial to CHMU – Commercial Highway Mixed Use, based on the following:	I move City Council <b>deny</b> an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PIN 9588-40-7325) from Henderson County Zoning RC – Regional Commercial to CHMU – Commercial Highway Mixed Use, based on the following:		
1. 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:	1. 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 of Chapter IV of the Gen H Comprehensive Plan.	The petition is consistent with a range of Goals, Guiding Principles and the Future Land Use Designation of Chapter IV of the Gen H Comprehensive Plan.		
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:	2. 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:		
<ol> <li>The proposed map amendment would rezone the property to an appropriate zoning district meant for the Upward Road corridor.</li> <li>The adjacent property uses are</li> </ol>	<ol> <li>The proposed zoning district and rezoning is not appropriate for the type of development in this area.</li> </ol>		
congruent with the proposed zoning. [DISCUSS & VOTE]	[DISCUSS & VOTE]		

**SUMMARY:** The City of Hendersonville has initiated a standard rezoning for a property located along Upward Road. The property owner has submitted a petition to annex the parcel, identified as PIN 9588-40-7325. If annexed into the City, the property must be assigned a zoning designation. Because the applicant did not request a specific zoning district in the annexation petition, the City has proposed CHMU (Commercial Highway Mixed Use) zoning.

CHMU was established specifically for properties along the Upward Road corridor. Surrounding parcels that have been annexed into the City through satellite annexations are also predominantly zoned CHMU.

PROJECT/PETITIONER NUMBER:	25-37-RZO		
	• City of Hendersonville (Initial zoning only done if		
PETITIONER NAME:	the property is successfully annexed into the City)		
ATTACHMENTS:	1. Staff Report		
	2. Comprehensive Plan Review		
	3. Annexation Plat for Reference		
	4. Proposed Zoning Map		
	5. Draft Ordinance		

## <u>REZONING: STANDARD REZONING –QUATTLEBAUM PROPERTIES F LLC (25-37-RZO) CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT STAFF</u> <u>REPORT</u>

PROJECT SUMMARY	. 2
EXISTING ZONING & LAND USE	. 3
SITE IMAGES	. 4
SITE IMAGES	. 5
FUTURE LAND USE	. 6
REZONING ANALYSIS – GENERAL REZONING STANDARDS (ARTICLE 11-4)	. 7
DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS STATEMENT	. 8



Page J

#### PROJECT SUMMARY

- Project Name & Case #:
  - o Quattlebaum Properties F LLC
  - o 25-37-RZO
- Applicant & Property Owner:
   Oity of Hendersonville [Applicant]
- Property Address:
  - 0 Upward Road
- Project Acreage:
  - o 2.65 Acres
- Parcel Identification (PIN):
   9588-40-7325
- Current Parcel Zoning:
  - RC Regional Commercial (County Zoning)
- Future Land Use Designation:
  - Mixed-Use Commercial
- Requested Zoning:
  - CHMU Commercial Highway Mixed Use
- Requested Uses:
  - Convenience stores with gasoline sales



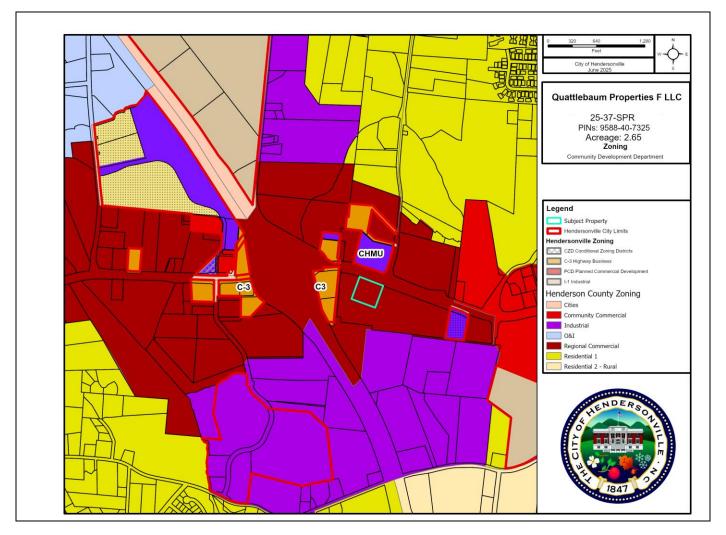
SITE VICINITY MAP

The City of Hendersonville has initiated a standard rezoning for a property located along Upward Road. The property owner has submitted a petition to annex the parcel, identified as PIN 9588-40-7325. If annexed into the City, the property must be assigned a zoning designation. Because the applicant did not request a specific zoning district in the annexation petition, the City has proposed CHMU (Commercial Highway Mixed Use) zoning.

CHMU was established specifically for properties along the Upward Road corridor. Surrounding parcels that have been annexed into the City through satellite annexations are also zoned CHMU.

Page 4

#### EXISTING ZONING & LAND USE

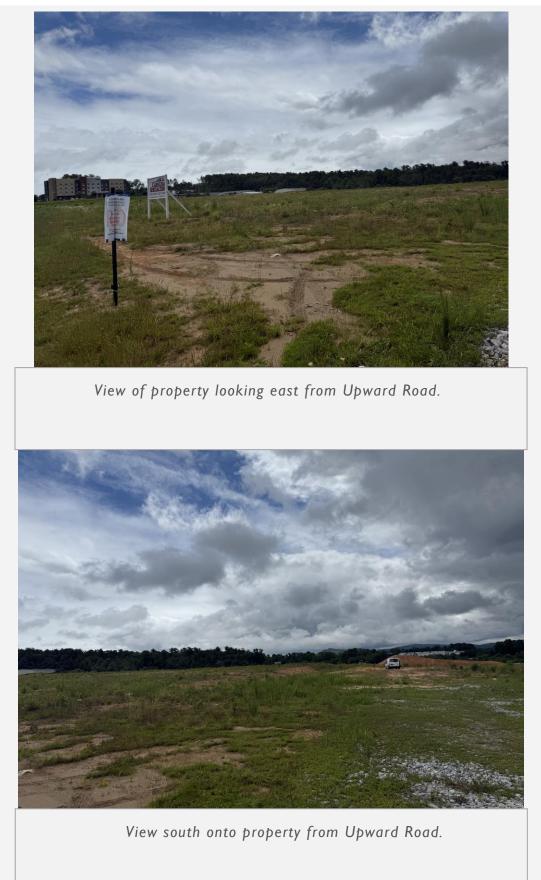


#### City of Hendersonville Current Zoning & Land Use Map

The subject property is currently zoned Henderson County RC – Regional Commercial, given that it is located within the County jurisdiction. If annexed, there are several other satellite annexations that have occurred in the surrounding area. The zoning districts for these properties include CHMU, C-3, and PCD.

In 2011, City planning staff brought forward a proposal for the creation of the Commercial Highway Mixed Use District. Additionally, City Council created the Upward Road Planning District in line with the City's sewer extension policy.

#### SITE IMAGES

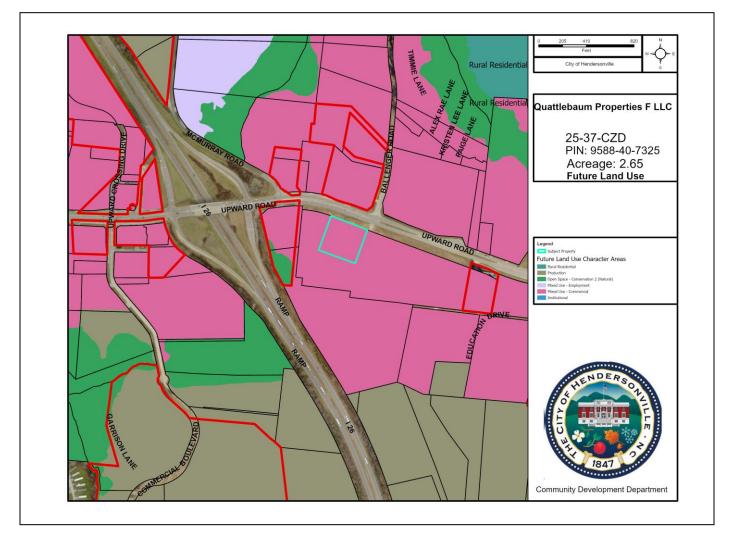


Page4

#### SITE IMAGES



#### FUTURE LAND USE



City of Hendersonville Future Land Use Map

The subject property is designated as mixed-use commercial in the future land use map in the Gen H Comprehensive Plan. Almost all of the parcels along Upward Road are classified as this in the comprehensive plan. The designation states, "These areas are centers of activity with a mix of retail, restaurant, service, office, and civic uses, as well as various residential housing types. The mix can be horizontal or vertical, with changes in use 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, formal greens, and pocket parks. This activity center is intended to be the City's most intense district outside of the Downtown character area."

### REZONING ANALYSIS - GENERAL REZONING STANDARDS (ARTICLE 11-4)

GENERAL REZONING STANDARDS			
1) Comprehensive Plan Consistency	LAND SUPPLY, SUITABILITY & INTENSITYThe subject property is was excluded from the analysis for the Land SupplyMap and therefore is not ranked for Suitability for Residential, Commercialand Industrial uses.The subject property is located in an area designated as "High" forDevelopment Intensity.The subject property is not located in one of the the 5 Focus Areas.The subject property is located in a Focused Intensity Node. A FocusedIntensity Node is classified as: "Concentration of more intense developmentare envisioned for key nodes where 'Mixed-Use Commercial Center (MU-C)'character areas are delineated on the Future Land Use Map. These nodes areintended to be the largest activity centers outside of downtown and support abroad range of compatible uses."FUTURE LAND USE & CONSERVATION MAPCharacter Area Designation: Mixed Use - CommercialCharacter Area Description: ConsistentZoning Crosswalk: ConsistentFocus Area Map: NA		
2) Compatibility	Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property – The zoning to CHMU is compatible with the City's desire to utilize this zoning district along this corridor.		
3) Changed Conditions	Whether and the extent to which there are changed conditions, trends or facts that require an amendment - The property is currently going through the annexation process.		
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 - Rezoning to this zoning district will enable this corridor to be developed in the same zoning district over time, ensuring cohesive progression of development.		
5) Public	Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and		

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 $_{\rm Page} 7$ 

Facilities	police protection and transportation are available to support the proposed amendment If annexed, the parcel would have the option to access City sewer. The property would be able to access City water without annexation.
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 -
	The development must comply with all the City of Hendersonville zoning ordinance provisions regarding the protection of the natural environment.

#### DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS 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 of Chapter IV of the Gen H Comprehensive Plan.

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]

- The proposed map amendment would rezone the property to an appropriate zoning district meant for the Upward Road corridor.
- The adjacent property uses are congruent with the proposed zoning.

#### DRAFT [Rational for Denial]

• The proposed zoning district and rezoning is not appropriate for the type of development in this area.

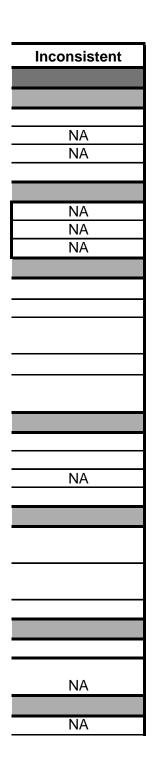
Section 7, Item C.

Chapter 4 - The Vision for the Future	Consistent	Inconsistent	
SUPPLY, SUITABILITY, & INTENSITY			
LAND SUPPLY MAP (Pg. 81, Figure 4.4)	NA	NA	
LAND SUITABILITY MAP (Pg. 84-86, Figure 4.5-4.7)	NA	NA	
DEVELOPMENT INTENSITY MAP (Pg. 89, Figure 4.9)	Consistent		
FUTURE LAND USE & CONSERVATION MAP			
Future Land Use and Conservation Map (Note classification here, Pg. 117, Figure 4.12)	Mixed Use - Commercial		
Character Area Description (Pg. 122-131)	Consistent		
Zoning Crosswalk (Pg. 132-133, Figure 4.18)	Consistent		
Focus Area Map (Pg. 134-159)	NA	NA	

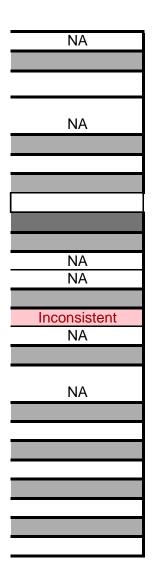
Chapter 4 - The Vision for the Future	Consistent
GOALS	
Vibrant Neighborhoods (Pg. 93)	
Promote lively neighborhoods that increase local safety.	Consistent
Enable well-maintained homes, streets, and public spaces.	NA
Promote diversity of ages (stage of life), income levels, and a range of interests.	NA
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.	NA
Range of housing types provided to help maintain affordability in Hendersonville.	NA
Housing condition/quality exceeds minimum standards citywide	NA
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.	Consistent
Natural system capacity (floodplains for stormwater; habitats to support flora/fauna; tree canopy for air quality,	
stormwater management, and microclimate) is maintained.	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.	NA
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.	NA
Satisfying Work Opportunities (pg. 96)	
The development promotes quality job options.	NA

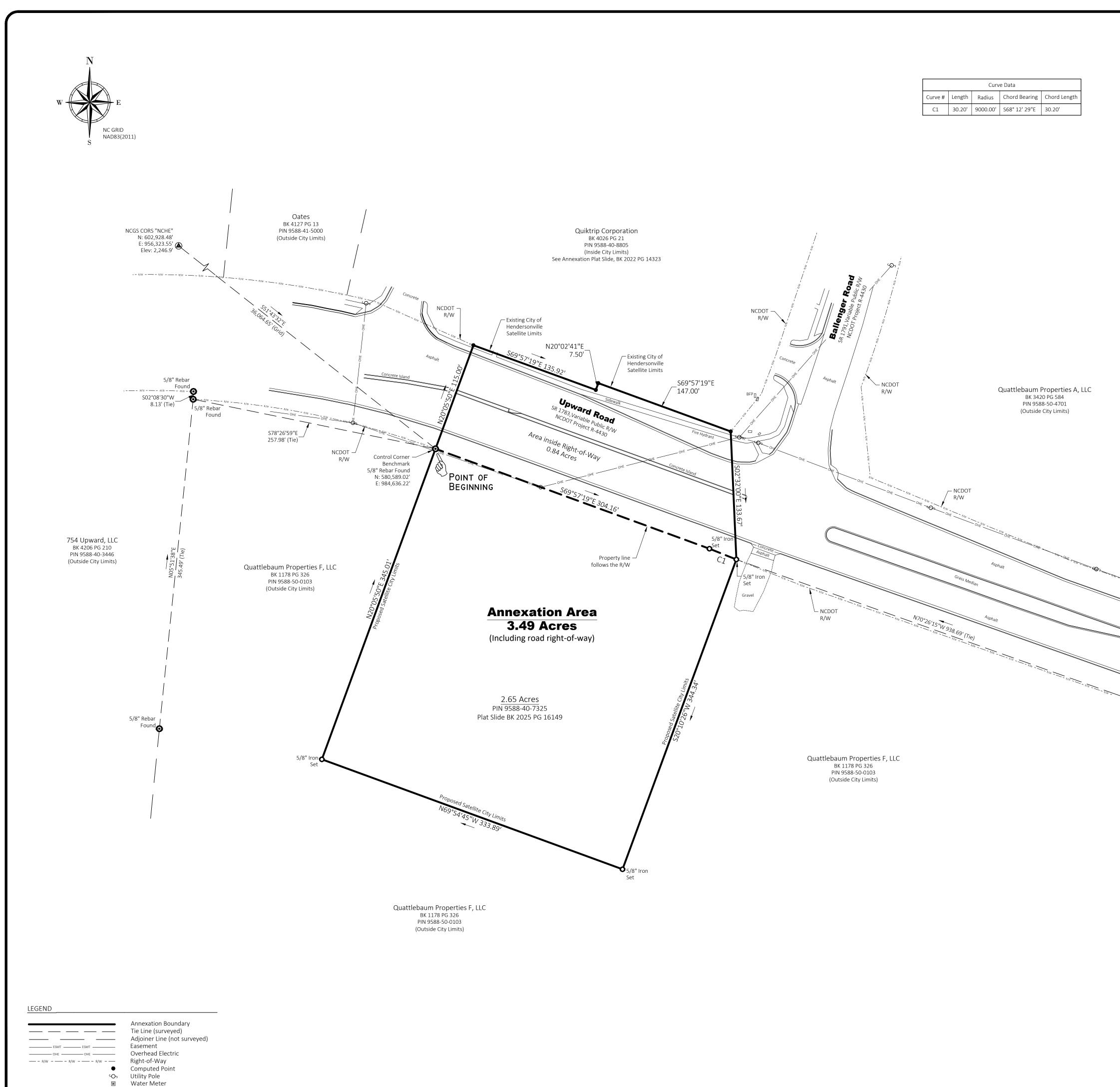
The lives of residents are enriched with opportunities to learn, build skills, and grow professionally.	NA
Welcoming & Inclusive Community	
Accessibility exceeds minimum standards of ADA, fostering residents' and visitors' sense of belonging.	Consistent
An inviting public realm (i.e., parks, public buildings) reflects the attitudes of city residents and leaders, and helps	
residents develop a sense of place and attachment to Hendersonville.	NA
Accessible & Available Community Uses and Services (Pg. 97)	
Private development is plentiful, meeting the demands of current and future populations.	Consistent
Resilient Community	
stormwater management, and microclimate) is maintained.	Consistent
GUIDING PRINCIPALS (pg. 98)	
Mix of Uses (Pg. 98)	
Revitalization of Outdated Commercial Areas	NA
New business and office space promotes creative hubs.	NA
Compact Development (Pg. 100)	
Development is consistent with efforts in the area to establish 15-minute neighborhoods.	
The infill project is context sensitive [Small Infill Site].	NA
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]	NA
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

Section 7, Item C.

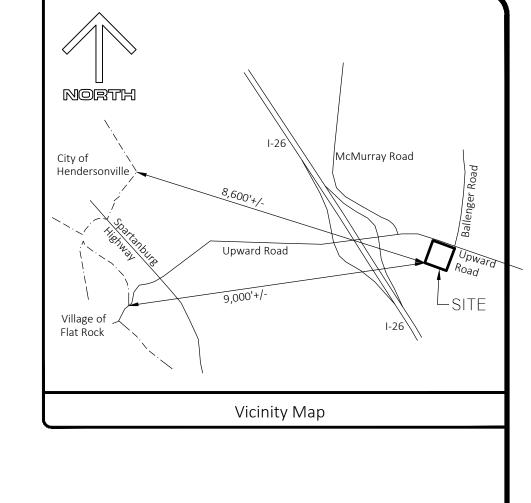


Section 7, Item C.





Curve Data				
Curve #	Length	Radius	Chord Bearing	Chord Length
C1	30.20'	9000.00'	S68° 12' 29"E	30.20'



Surveyor's Certification

I certify that this plat was drawn under my supervision from an actual survey made under my supervision (see description and/or deed references below); that the boundaries not surveyed are indicated as drawn from the information noted on this plat of survey; that this survey is classified as an Urban Land Survey (Class A) having a calculated ratio of precision better than 1:10,000 before adjustments, and/or neither axis of the 95 percent confidence level error ellipse for any control point or property corner exceeds 0.10 feet; that this plat meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1603);

The provisions of G.S. 47-30 do not apply to the boundary plat of areas annexed by municipalities nor to plats of of municipal boundaries, whether or not required by law to be recorded in the State of North Carolina.

Witness my signature, seal and date.

SEAL L-5637 3/26/25 🖉 ason O. Wall, PLS #L-5637

Surveyor's Notes:

- 1. The purpose of this Plat is to annex parcel PIN # 9588-40-7325 (2.65 acres, and 0.84 acres within road right-of-way, totaling 3.49 acres) into the City Limits of Hendersonville as shown hereon.
- 2. The property which is the subject of this survey is a portion of the land described in Deed Book 1178, Page 326, being shown in Plat Silde Book 2025, Page 16149, Henderson County Registry. The property owner shown in the deed at the time of survey was: Quattlebaum Properties F, LLC.
- 3. This plat reflects information discovered by the surveyor in the normal course of work and does not necessarily show every possible condition affecting the property. A complete title abstract was not performed by Survey Pros. Underground utilities may exist which are not shown. This property may be subject to easements and/or rights-of-way of record not shown. Other easements, rights-of-way, building ordinances, zoning, and other legal encumbrances may also exist. Adjoining property owner information was obtained from the local GIS.
- 4. The GPS portion of this survey meets the classification requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1607) for an Urban Land Survey (Class A) such that neither axis of the 95 percent confidence level error ellipse for the project control point(s) exceeds 0.10 feet. The static GPS survey was performed on October 28, 2024 with Trimble R8s receivers. National Geodetic Survey (NGS) CORS station "NCHE" was used as the fixed control station having published NC Grid coordinates NAD83(2011) and orthometric height (elevation) NAVD 88 as shown hereon. Vectors were adjusted utilizing Trimble Geomatics Office Business Solutions software. The geoid model used was GEOID18. The horizontal positional accuracy relative to the remote control station was 0.07 feet prior to adjustment. The vertical positional accuracy relative to the remote control station was 0.31 feet prior to adjustment. The combined grid factor at the project control point is 0.9997760478. All bearings shown are relative to NC Grid, NAD 83(2011). All elevations shown are relative to NAVD 88. All distances shown are horizontal distances in U.S. Survey Feet unless otherwise noted. All areas shown were computed by coordinate computation.
- 5. Revised on 3/26/2025; add certification, update notes, update vicinity map, and proposed satellite city limits per City of Hendersonville planner comments.

# City Clerk Certification

This plat represents the area being annexed to the City of Hendersonville, N.C pursuant to NCGS 160A-31, by ordinance duly adopted (Annexation Ordinance \_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_\_, 2025.

City Clerk of Hendersonville

Date

Annexation Plat PIN 9588-40-7325 City of Hendersonville

Firm Number: P-2218

SurveyPros

(336) 667-5533

Annexation Plat for:

5/8" Rebar

• Found

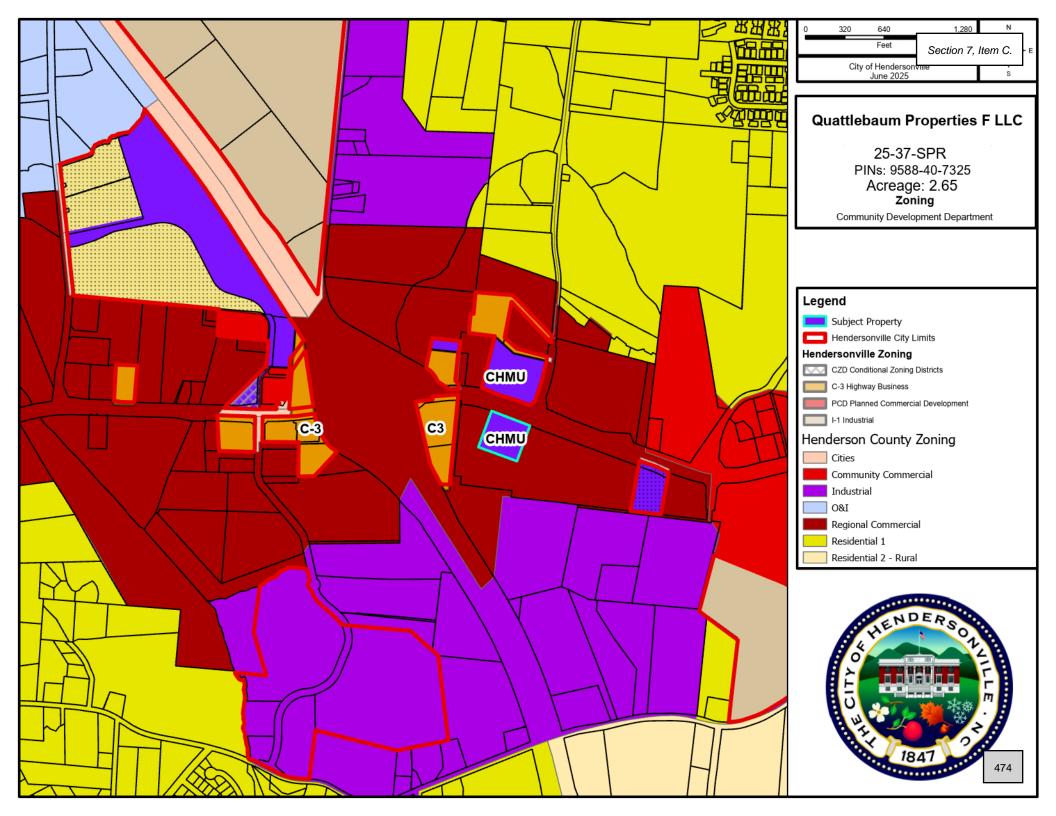
**City of Hendersonville** 

Property Location: Upward Road, Flat Rock, NC 28731 Blue Ridge Township, Henderson County, North Carolina

924 Main Street, Suite 300 Crew Chief: WW North Wilkesboro, NC 28659 File Number: 24-160 www.NCSurveyPros.com Date: 1-17-2025

0

Survey Pros, PLLC



Ordinance #\_\_\_\_

## AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR A CERTAIN PARCEL (POSSESSING PIN NUMBER 9588-40-7325) BY CHANGING THE ZONING DESIGNATION FROM HENDERSON COUNTY RC (REGIONAL COMMERCIAL) ZONING DISTRICT TO CITY OF HENDERSONVILLE CHMU (COMMERCIAL HIGHWAY MIXED USE) ZONING DISTRICT

IN RE: Parcel Numbers: 9588-40-7325 Quattlebaum Properties F LLC (File # 25-37-RZO)

**WHEREAS**, the Planning Board took up this application at its regular meeting on June 12<sup>th</sup>, 2025; voting 7-0 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on July 2<sup>nd</sup>, 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 July 2<sup>nd</sup>, 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: Parcel Number: 9588-40-7325 from Henderson County RC (Regional Commercial) Zoning District to City of Hendersonville CHMU (Commercial Highway 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 2<sup>nd</sup> day of July 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 PLANNING DIVISION



SUBMITTER:	Sam Hayes – Planner II	MEETING DATE:	July 2 <sup>nd</sup> , 2025
AGENDA SECTION:	New Business	DEPARTMENT:	Community Development
TITLE OF ITEM:	Landmark Nomination – James P	. and Hattie Gregory Hou	use (25-02-LL) – Sam

Hayes, Planner II

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

For Recommending Approval:	For Recommending Denial:
I move City Council approve the adoption of an ordinance designating the James P. and Hattie Gregory House (PIN 9569-70-9549) as a local historic landmark. [ADD, IF APPLICABLE, "WITH THE FOLLOWING MODIFICATIONS"]	I move City Council deny the adoption of an ordinance designating the James P. and Hattie Gregory House (PIN 9569-70-9549) as a local historic landmark for the following reasons: [INSERT REASONS FOR DENIAL].

PROJECT/PETITIONER NUMBER:	25-02-LL	
PETITIONER NAME:	Norman Royo and Barbara Grosso (Applicant/Owner)	
ATTACHMENTS:	<ol> <li>Landmark Report</li> <li>National Register Listing for Cold Spring Park Historic District</li> <li>Application</li> </ol>	



## JAMES P. AND HATTIE GREGORY HOUSE LOCAL LANDMARK REPORT

910 Locust Street Hendersonville, North Carolina 28792

Application for Hendersonville Local Landmark Designation Prepared by Sam Hayes, Planner II, City of Hendersonville November 3, 2024

## City of Hendersonville Community Development Department Hendersonville Historic Preservation Commission

## Name of Designated Landmark (Historic and/or Common):

James P. and Hattie Gregory House

#### **Property Address/ Location:**

910 Locust Street, Hendersonville, NC 28792

#### Pin#:

9569-70-9549

#### **Deed Book and Page Number:**

4026/188

**Plat Book and Page Number:** 

B/015

**Zoning:** 

R-6 – High-Density Residential

#### Acreage to be designated:

.26 acres

Interior to be designated?

No

#### **Property Owner's Address & Phone:**

Norman Royo and Barbara M. Grosso 910 Locust Street Hendersonville, NC 28792 786-216-4677 norman@sosprods.com

## Applicant's Address & Phone:

Norman Royo and Barbara M. Grosso 910 Locust Street Hendersonville, NC 28792 786-216-4677 norman@sosprods.com

Application should be submitted to the City of Hendersonville Community Development Department. Please address to:

## City of Hendersonville Community Development ATTN: Historic Preservation Commission 160 6<sup>th</sup> Avenue E Hendersonville, NC 28792

Or email your application to the staff liaison for the Historic Preservation Commission Sam Hayes at <a href="mailto:shayes@hvlnc.gov">shayes@hvlnc.gov</a>.

## READ CAREFULLY AND SUPPLY ALL INFORMATION

The following information must be supplied in a report format before the application can be reviewed, deemed complete and placed on the agenda. Please attach additional sheets or a research report. (A minimum of eleven (11) reports are required)

- 1. **STATEMENT OF SIGNIFICANCE:** In order to recommend designation of a landmark, the property must be deemed historically, architecturally or archaeologically significant. Please provide a brief statement explaining why this property should be a designated landmark.
- 2. **MAPS:** Provide a scaled plot plan of the property showing lot lines and location of all buildings. Indicate the area and building(s) to be designated as a landmark.
- 3. **ARCHITECTURAL:** Describe the original and current appearance of the significant structures such as houses, barns, well houses, and other buildings to be designated, includes photos or illustrations. The description should include the following: date of construction; date(s) of alterations, description of overall form, and exterior and interior details. Include a drawing of the existing and original (if different) floor plan with rooms labeled.
- 4. **HISTORICAL:** Tell the history of the property. The details should include the following: uses of the property, photos (or copies); list of owners (from Grantor-Grantee index), a detailed description of builders or architects if known. Also, attach and *describe* newspaper articles, excerpts from books, cemetery records, deeds, oral histories etc. Any additional information, literature, illustrations, newspaper articles or other media that you feel will contribute to the application can be submitted but become property of the Commission. List research sources as a bibliography.
- 5. **PHOTOGRAPHS:** Please submit a complete photographic record of the property in each report. In addition to prints, all photographs shall be submitted on a CD-R in TIF or JPG format
- 6. Bibliographies, footnotes and chain of title are necessary to be considered a complete report.

## I. Abstract

## Statement of Significance

The James P. and Hattie Gregory House (HN0525) is proposed for designation as a Historic Landmark due to its architectural significance as a prime example of the Craftsman bungalow style and its significance as a part of an early 20<sup>th</sup>-century suburban subdivision. The house retains many of its original features, including a front nine over one, double-hung wooden window, triangular knee braces located in the front and rear gables, brick piers, a cut stone wall bordering the front yard, and a front-gabled outbuilding with original German siding. James P. and Hattie Gregory constructed the home in the mid-1920s and owned the home until 1993. The home is a contributing structure to the Cold Spring Park National Register Historic District, a planned subdivision dating from the early 20<sup>th</sup> century.<sup>1</sup> The home, with its prominent elevation above street level is a fine example of the Craftsman bungalow style in Hendersonville, NC.

## Archeological Comments

No known archeological features are present.

## Integrity Statement

- Location: The Gregory House remains in the original location of its construction, which dates from between 1923 and 1925. The surrounding historic buildings and features from the period of significance (1910-1953) also remain intact.
- **Design:** Though some elements have been altered such as many of the original windows and the siding on the main house, the house's overall appearance represents the stylistic elements of a Craftsman bungalow. Characteristic elements of the Craftsman style included in this home are the hip-on-gable roof, the nine over one, double-hung wooden window on the front of the house, brick piers, and the decorative triangular knee braces in the gables on the front and rear of the home.
- Setting: The home is situated within the boundaries of the original Wheeler Park subdivision, which was re-platted in 1921 as Cold Spring Park. The Gregory House is the youngest of the three homes that line the 900 block of Locust Street. Across the street is an elementary school and a park.
- **Workmanship:** The materials used on the interior and exterior show the early-20<sup>th</sup> century-modern use of machinery in the production of materials, specifically things like the wood trim, and triangular knee braces. There is a high level of craftsmanship in the construction of the stone wall that runs along the front of the property.
- **Materials:** The house retains a high amount of original material, especially on the interior. The exterior has seen some significant changes, including the installation of aluminum siding and the potential replacement of all the original windows with replacement one over one, double-hung wooden windows.
- **Feeling:** Though there have been some significant changes to the exterior regarding materials, the building still maintains its domineering presence on the lot and the general sense of Craftsman bungalow has been retained.
- Association: The Gregory House is one of the earliest examples of the Craftsman bungalows constructed in the Cold Spring Park suburban neighborhood in northeast Hendersonville. The home retains its use as a single-family home.

<sup>&</sup>lt;sup>1</sup> Sybil H. Argintar, "Cold Spring Park Historic District," National Register of Historic Places Multiple Places Nomination Form, (Washington, DC: U.S. Department of the Interior, National Park Service, 2007), Section 8, page 15.

## **Proposed Boundary Justification**

The proposed boundary for the Local Landmark Designation is the property's current .26-acre parcel (PIN: 9569709549). This boundary mimics the original one and half lots that the Gregory's acquired in 1923.<sup>2</sup>

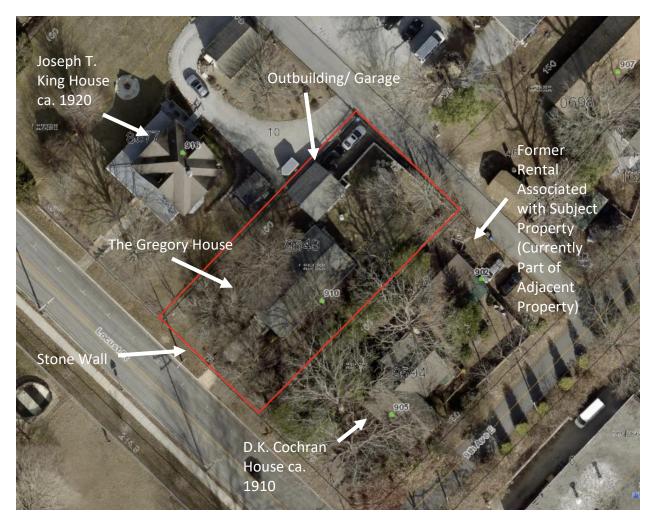
## **II.** Maps and Floor Plan

Henderson County Tax Map: Cold Spring Park

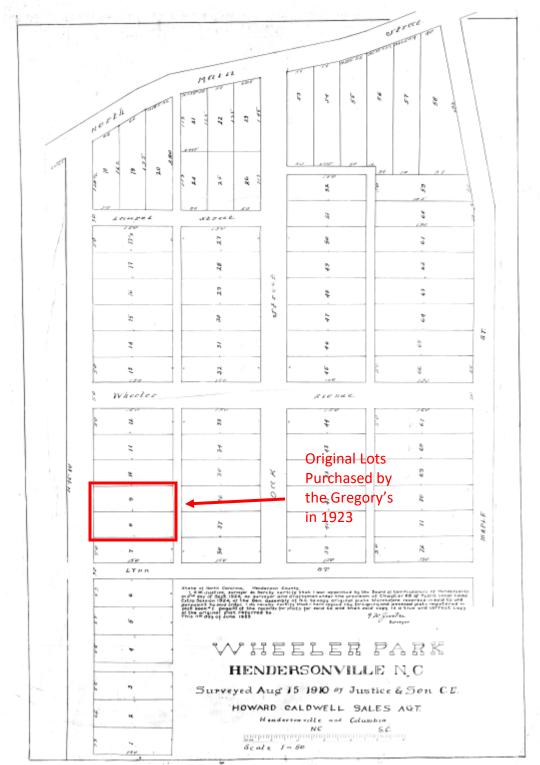


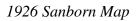
<sup>&</sup>lt;sup>2</sup> Henderson County, North Carolina Deed Book, book 123, page 245.

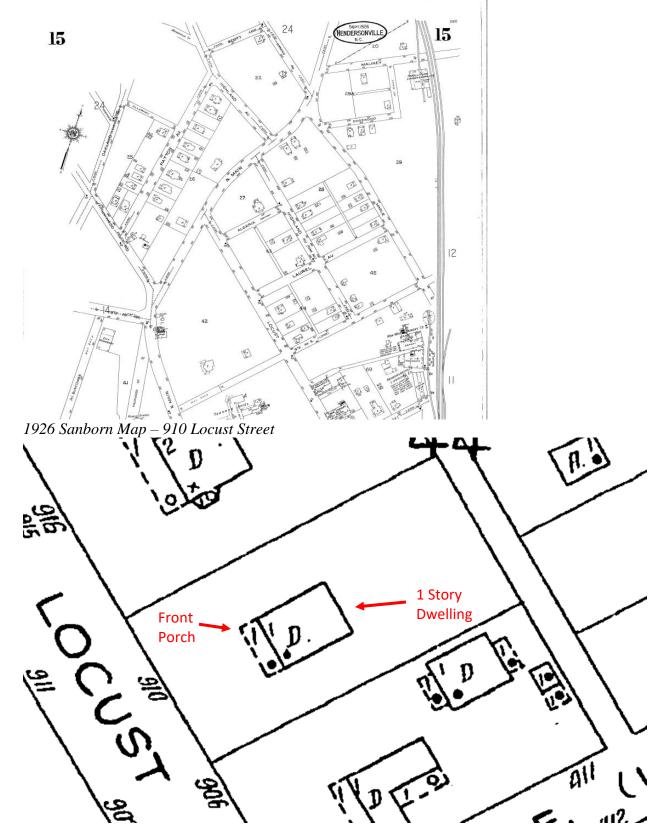
## Henderson County Tax Map



Plat Map







910 Locust Street – Landmark Report – Page 8

## III. Architectural Assessment Architectural Importance

The Gregory House is locally significant for its architecture due to it being a fine example of the Craftsman bungalow style in Hendersonville, with many of its original features remaining intact. The Gregory's constructed the home between 1923 and 1925, making it one of the earliest homes built in the Cold Spring Park subdivision. Despite being altered over the years, the home retains a high level of integrity. The designer utilized classic Craftsman elements, some of which have been altered today, though it maintains historical accuracy in many of the defining features including roofline, windows and doors, footprint, and a full-length front porch with brick piers.

# Architectural Description

Setting

The Gregory House is in the City of Hendersonville, located northeast of downtown. The house is a contributing building in the Cold Spring Park National Register Historic District, a planned subdivision that developed in the early 20<sup>th</sup> century. Originally called Wheeler Park, the subdivision was platted in 1910 and re-platted in 1921 as Cold Spring Park. At the time of re-platting, only two homes were constructed.<sup>3</sup> The Gregory House is situated on the western edge of Cold Spring Park. Along the 900 block of Locust Street, residential construction was isolated to the eastern side of the block. Today, a school and park are located on the western side of Locust Street.

The homes along the 900 block of Locust Street all developed in the same fifteen-year period between 1910 and 1925. The Gregory House and the neighboring property of 902 Locust Street (D.K. Cochran House) are associated with each other through their ownership histories. James P. and Hattie Gregory purchased their property from Hattie Gregory's family in 1922, and in 1943, they inherited the adjacent 902 Locust Street property from Hattie's mother. A small home was constructed on the alley of 902 Locust Street property and was used as an income-producing property by the Gregorys for several decades. It is often referred to as having the same address as 910 Locust Street.<sup>4</sup> Today, the two properties are separated by a fence.

There are several Craftsman bungalows located throughout Cold Spring Park that retain high-quality Craftsman details. Some examples include 1024 Highland Avenue (Fig. 10), 1015 Highland Avenue (Fig. 11), and 1033 Highland Avenue (Fig. 12).

<sup>&</sup>lt;sup>3</sup> Sybil H. Argintar, "Cold Spring Park Historic District," National Register of Historic Places Multiple Places Nomination Form, (Washington, DC: U.S. Department of the Interior, National Park Service, 2007), Section 8, page 15.

<sup>&</sup>lt;sup>4</sup> 1930 U.S. Census, Henderson County, North Carolina, enumeration district (ED) 0010, sheet 3B (handwritten), dwelling 65, family 67, James P. Gregory; digital image, Ancestry.com (<u>http://www.ancestry.com</u> : accessed October 25 2024); citing NARA microfilm publication 2341433.

#### Landscape

Landscaping features include several large mature trees in the front yard. The most distinct element of the front yard is the home's elevated position and cut stone wall running parallel to the street on the front of the property (Appendix A, Figure 6). Capped cut stone steps ascend to a sidewalk that runs to the base of the front steps of the house. Two planters made of concrete and decorated on the exterior with crushed stone sit on either side of the sidewalk. In the rear of the house, there is a fence (non-original) and a stone retaining wall several feet away from the rear foundation of the house.

#### Front (Southwestern) Elevation

The home is two units wide and one story in height. There is a central door and a window on either side. The foundation is made of brick laid in common bond. The steps have brick cheek walls capped with concrete.

The front porch is a full-width porch, with the foundation and porch floor ending one foot away from the side of the house. The front gabled roof extends over the porch. A simple balustrade is present on the porch. Brick piers start at ground level and end at the top of the balustrade. Square columns sit on top of the piers and support the roof of the porch.

The window to the left of the door is a one over one, double-hung wooden window (nonoriginal). The current door is a replacement; however, the original door was found and contains nine windows over two wooden panels on the bottom. The window to the right of the door is nine over one, double-hung wooden window.

The front facade has a hip-on-gable roof with decorative triangular knee braces located under the eaves.

#### Side 1 (Northwestern) Elevation

The northwest elevation is unadorned but consists of four units and five ranks of windows, all one over one, double hung wooden windows (non-original). The soffit is enclosed with a synthetic covering.

#### Side 2 (Southeastern) Elevation

The southeastern elevation is unadorned but consists of four units with eight ranks of windows, with the front four ranks being one over one, double-hung wooden windows (non-original) and the back four being nine over one wooden windows. The nine over one wooden windows are used to enclose a former porch on the rear of the home. The soffit is enclosed with a synthetic covering.

#### Rear (Northeastern) Elevation

The rear elevation is unadorned but is distinctive due to the nine over one wooden windows on the left side of the facade, a continuation of the windows on the southeastern elevation used to enclose the original porch. The door to the rear of the house is off-center and has nine glass panes and two horizontal wooden panels on the bottom half. To the right of the door, there is a one over one, double-hung wooden window (non-original).

A frame addition was made to the home on the northeastern corner of the home. This was previously a covered porch before it was turned into additional interior space.

#### Outbuilding

In the original National Register nomination for the property, the outbuilding was dated at ca. 1925, though it does not appear on the 1949 Sanborn map but does appear in a 1951 aerial photograph.<sup>5</sup> The building is situated on the northern corner of the property and mirrors the location of the main house.

The one-story outbuilding is front gabled with German siding. The eaves have exposed rafter ends. The southwestern elevation (front) has two one over one, double-hung wooden windows. The southeastern elevation has a paneled door on the left side of the elevation and a one over one, double-hung wooden window on the right side. The northeastern elevation (rear) has a garage door on the right side made of wood with hinges so that the doors swing outward. The northwestern elevation is unadorned.

#### **IV.** Historical

#### The James P. and Hattie Gregory House History

James P. Gregory was born in Kentucky in 1901. He moved to Hendersonville in 1917 for his father's work.<sup>6</sup> James' father was Richard Parker Gregory, who worked in Hendersonville in the auto industry and owned his own auto garage.<sup>7</sup>

James P. Gregory married Hendersonville native Hattie Cochran on Wednesday, April 6<sup>th</sup>, 2022. According to the wedding announcement, both Hattie and James worked at Hendersonville Auto Company. The wedding announcement stated that Hattie worked as a bookkeeper and stenographer and James was a "promising young business man" who was "presentl[ly] connected with the Hendersonville Auto Company."<sup>8</sup> James and Hattie had a baby boy, James P. Gregory Jr., in 1924.

James P. and Hattie Gregory purchased a vacant lot on Locust Street from Hattie's mother, brother, and sister-in-law in 1923. They purchased "Lot No. 9 and the north half of lot No. 8 of the Wheeler park subdivision" for one dollar.<sup>9</sup> Their property sits directly adjacent to Hattie's family home, the D.K. Cockhran House, located at 902 Locust Street.

<sup>&</sup>lt;sup>5</sup> Sanborn Map Company, Hendersonville, Henderson County, North Carolina, July 1949. "Sanborn Fire Insurance Maps." <u>https://digitalsanbornmaps-proquest-</u>

com.proxy084.nclive.org/browse\_maps/28/5180/24966/26047/332804?accountid=7980.
 <sup>6</sup> "James Parker Gregory," The Winchester Sun, February 11, 1981.

https://www.newspapers.com/image/1011977688/.

<sup>&</sup>lt;sup>7</sup> 1920 U.S. Census, Henderson County, North Carolina, enumeration district (ED) 96 (handwritten), dwelling 117, family 124, Richard P. Gregory; digital image, Ancestry.com (<u>http://www.ancestry.com</u>: accessed October 25 2024); citing NARA microfilm publication Roll T625\_1305, Page 6B.

 <sup>&</sup>lt;sup>8</sup> "Cochran-Gregory," *The News of Henderson County*, April 7, 1922. https://newscomnc.newspapers.com/image/63412178/.

<sup>&</sup>lt;sup>9</sup> Henderson County, North Carolina Deeds Book, book 123, page 245.

The Gregory House is not present on a Sanborn map dating from 1922 but does appear on a Sanborn map from 1926. Additionally, a city directory from 1924-1925 shows the Gregorys living at Locust extension, further specifying that the home was likely constructed by 1924.<sup>10</sup>

This timeframe aligns with an increase in construction in the Cold Spring Park neighborhood. One of only a few planned subdivisions that was successfully constructed in the early 20<sup>th</sup> century in Hendersonville, the number of houses constructed in Cold Spring Park doubled between 1922 and 1926.<sup>11</sup> Many of the homes were constructed in the Craftsman style.

James P. Gregory Sr. was employed in several industries throughout his time living in Hendersonville. From 1923 to 1930, he worked as a salesman at the Hendersonville Auto Company, which was located four blocks away at the corner of North Main Street and 7<sup>th</sup> Avenue East.<sup>12</sup> In the 1937-1938 City Directory<sup>13</sup>, James was listed as working at a grist mill, and in the 1939-1940 directory, he was a trucking controller.<sup>14</sup> Hattie was listed as not working in both the 1930<sup>15</sup> and 1940 Census, and given that this period spans the Great Depression, it appears that the Gregorys were fairly well off.<sup>16</sup>

In the 1930 Census, those listed as living at 910 Locust Street include James, Hattie, James Jr., Lucy Cochran (Hattie's widowed mother), and a boarder named Harold Sexton.<sup>17</sup> In the 1940 Census, James, Hattie, and James Jr. are again listed as living at 910 Locust Street, while Lucy is noted as living at 910 Locust Street, #2.<sup>18</sup> These observations and the lack of mention of the adjacent property of 902 Locust Street indicate that the Gregory's were classifying the two separate properties as one and that buildings were being rented or used as a mother-in-law suite. The most logical building to be used as a rental is the now defunct house located on the back alley of the 902 Locust Street property. This is further clarified in a 1941-

<sup>&</sup>lt;sup>10</sup> Charles W. Miller, *Miller's Hendersonville, NC City Directory*, (Hendersonville, NC: Southern Directory Co., 1924-1925), p. 42; digital image, Digital NC (<u>https://lib.digitalnc.org/record/25353?ln=en&v=pdf</u>).

<sup>&</sup>lt;sup>11</sup> Sybil H. Argintar, "Cold Spring Park Historic District," National Register of Historic Places Multiple Places Nomination Form, (Washington, DC: U.S. Department of the Interior, National Park Service, 2007), Section 8, page 15.

<sup>&</sup>lt;sup>12</sup> Sanborn Map Company, Hendersonville, Henderson County, North Carolina, September 1922. "Sanborn Fire Insurance Maps." <u>https://digitalsanbornmaps-proquest-</u>

com.proxy084.nclive.org/browse maps/28/5180/24964/26045/332761?accountid=7980.

<sup>&</sup>lt;sup>13</sup> Charles W. Miller, *Miller's Hendersonville, NC City Directory*, (Hendersonville, NC: Southern Directory Co., 1937-1938), p. 37; digital image, Digital NC (<u>https://lib.digitalnc.org/record/25355?ln=en&v=pdf</u>).

<sup>&</sup>lt;sup>14</sup> Charles W. Miller, *Miller's Hendersonville, NC City Directory*, (Hendersonville, NC: Southern Directory Co., 1939-1940), p. 33; digital image, Digital NC (<u>https://lib.digitalnc.org/record/25348?ln=en&v=pdf</u>).

<sup>&</sup>lt;sup>15</sup> 1930 U.S. Census, Henderson County, North Carolina, enumeration district (ED) 0010, sheet 3B (handwritten), dwelling 65, family 67, James P. Gregory; digital image, Ancestry.com (<u>http://www.ancestry.com</u> : accessed October 25 2024); citing NARA microfilm publication 2341433.

<sup>&</sup>lt;sup>16</sup> 1940 U.S. Census, Henderson County, North Carolina, enumeration district (ED) 45-11, sheet 2B (handwritten), dwelling 42, James P. Gregory; digital image, Ancestry.com (<u>http://www.ancestry.com</u> : accessed October 25 2024); citing NARA microfilm publication roll: m-t0627-02928.

<sup>&</sup>lt;sup>17</sup> 1930 U.S. Census, Henderson County, North Carolina, enumeration district (ED) 0010, sheet 3B (handwritten), dwelling 65, family 67, James P. Gregory; digital image, Ancestry.com (<u>http://www.ancestry.com</u> : accessed October 25 2024); citing NARA microfilm publication 2341433.

<sup>&</sup>lt;sup>18</sup> 1940 U.S. Census, Henderson County, North Carolina, enumeration district (ED) 45-11, sheet 2B (handwritten), dwelling 42, James P. Gregory; digital image, Ancestry.com (<u>http://www.ancestry.com</u> : accessed October 25 2024); citing NARA microfilm publication roll: m-t0627-02928.

1942 City Directory, where Lucy Cochran is listed as living at 910 Locust Street "rear" indicating the position of the unit on the property.<sup>19</sup>

#### The Rental Years

In 1941, the Gregory family moved to Kentucky where James Sr. and Hattie would reside for the remainder of their lives, though they retained ownership of the 910 Locust Street until 1993. Based on City Directories from the 1940s and 1950s, there were various people who resided at 910 Locust Street. Pascal M. Camak, the Secretary of the Chamber of Commerce, lived in the home from 1945-1946<sup>20</sup> and veterinarian Walter W. and his wife Kathryn J. Glazener lived there from 1948-1949.<sup>21</sup> In the 1950 Census, I.F. Reese lived in the home along with Hettie (wife), David R. Reese (son), Gloria C. Reese (daughter), and Nora J. Reese (daughter). I.F. Reese worked at the printing machine at a cotton textile mill in Hendersonville.<sup>22</sup> The Glazener's returned to 910 Locust Street in 1951 to reside.

James P. Gregory Sr. passed away on February 10, 1981.<sup>23</sup> There is no evidence that the Gregorys ever returned to Hendersonville for extended periods of time to stay at 910 Locust Street. Hattie Gregory maintained ownership of the home until her death in 1993.<sup>24</sup>

#### New Ownership

In 1993, the executor of Hattie Gregory's estate sold the home.<sup>25</sup> The home was sold to Stuart Nicholds, who owned the property until 2006. Nicholds sold the property to Scott Bogin until June 2009 when it bought by the US Bank National Association. The home was subsequently resold four months later to Sheryl Solman. Solman owned the home until June 2020 when Robert C. Wright purchased the home. In March 2023, the home was sold to its current owners, Norman and Barbara Royo.

<sup>&</sup>lt;sup>19</sup> Charles W. Miller, *Miller's Hendersonville, NC City Directory*, (Hendersonville, NC: Southern Directory Co., 1941-1942), p. 41; digital image, Digital NC (<u>https://lib.digitalnc.org/record/25347?ln=en&v=pdf</u>).

<sup>&</sup>lt;sup>20</sup> Charles W. Miller, *Miller's Hendersonville, NC City Directory*, (Hendersonville, NC: Southern Directory Co., 1945-1946), p. 42; digital image, Digital NC (<u>https://lib.digitalnc.org/record/25354?ln=en&v=pdf</u>).

<sup>&</sup>lt;sup>21</sup> Charles W. Miller, *Miller's Hendersonville, NC City Directory*, (Hendersonville, NC: Southern Directory Co., 1948-1949), p. 96; digital image, Digital NC (<u>https://lib.digitalnc.org/record/25729?ln=en&v=pdf</u>).

<sup>&</sup>lt;sup>22</sup> 1950 U.S. Census, Henderson County, North Carolina, enumeration district (ED) 45-14B, Roll 2642, Page 6 (handwritten), dwelling 53, I.F. Reese; digital image, Ancestry.com (<u>http://www.ancestry.com</u> : accessed October 25 2024); citing NARA microfilm publication.

<sup>&</sup>lt;sup>23</sup> "James Parker Gregory," *The Winchester Sun,* February 11, 1981. https://www.newspapers.com/image/1011977688/.

<sup>&</sup>lt;sup>24</sup> "Hattie Mae Cochran Gregory," *The Winchester Sun*, February 1, 1993. https://www.newspapers.com/image/1012211607/.

<sup>&</sup>lt;sup>25</sup> Henderson County, North Carolina Deeds Book, book 831, page 146.

## **Grantor-Grantee Index**

Grantors	Grantees
E.L. Cochran and Dollie Cochran (September	Hattie May Gregory and James Parker
15, 1923)	Gregory (September 15, 1923)
Hattie Mae Gregory (deceased) by Ann	Stuart W. Nicholds (October 18, 1993)
Morrow Robinson, executrix (October 18,	
1993)	
Stuart W. Nicholds (May 9, 2006)	Scott Bogin (May 9, 2006)
Scott Bogin and wife, Tammic Bogin	Tracey Burer and Lara Skadsen (September
(September 15, 2006)	15, 2006)
Travey Burer and Lara Skadsen (June 9,	US Bank National Association (June 9, 2009)
2009)	
US Bank National Association (September 9,	Sheryl J. Solman (September 9, 2009)
2009)	
Stan Smith and Sheryl J. Solomon (June 22,	Robert C. Wright (June 22, 2020)
2020)	
Robert C. Wright (March 24, 2023)	Norman Royo and Barbara M. Grosso (March
	24, 2023)

## **Chain of Title**

## 1. BK 123, Page 245

- a. Recorded on September 15, 1923
- b. Grantor: E.L. Cochran and Dollie Cochran
- c. Grantee: Hattie May Gregory and James Parker Gregory
- d. "Lot No. 9 and the north half of lot No. 8 of the Wheeler Park subdivision and shown on plat made by Justice & Sons dated August 15, 1910, and recorded in plat book No. 1 on page 2 of the records of deeds for Henderson county, to which said plat and record reference is hereby made for complete description by metes and bounds. Lot No. 9 faces on locust street 50 feet and the ½ of lot No. 8 lying just south of lot No. 9, facing 24 feet on locust street; Lot no. 9 and ½ of lot No. 8 together have a frontage of 75 feet extending back on the east side of locust street, 150 feet and being ½ of the second lot and all of the third lot on the east side of locust street north of Lynn street. Said lots extending back to a 16 foot alley---"

## 2. BK 831, Page 146

- a. Recorded on October 18, 1993
- b. Grantor: Hattie Mae Gregory (deceased) by Ann Morrow Robinson, executrix
- c. Grantee: Stuart W. Nicholds
- d. "Lot No. 9 and the north half of lot No. 8 of the Wheeler Park subdivision and shown on plat made by Justice & Sons dated August 15, 1910, and recorded in plat book No. 1 on page 2 of the records of deeds for Henderson county, to which said plat and record reference is hereby made for complete description by metes and bounds. Lot No. 9 faces on locust street 50 feet and the ½ of lot No. 8 lying

just south of lot No. 9, facing 24 feet on locust street; Lot no. 9 and ½ of lot No. 8 together have a frontage of 75 feet extending back on the east side of locust street, 150 feet and being ½ of the second lot and all of the third lot on the east side of locust street north of Lynn street. Said lots extending back to a 16 foot alley."

### 3. BK 1273, Page 175

- a. Recorded on May 9, 2006
- b. Grantor: Stuart W. Nicholds
- c. Grantee: Scott Bogin
- d. "Lot No. 9 and the north half of lot No. 8 of the Wheeler Park subdivision and shown on plat made by Justice & Sons dated August 15, 1910, and recorded in plat book No. 1 on page 2 of the records of deeds for Henderson county, to which said plat and record reference is hereby made for complete description by metes and bounds. Lot No. 9 faces on locust street 50 feet and the ½ of lot No. 8 lying just south of lot No. 9, facing 24 feet on locust street; Lot no. 9 and ½ of lot No. 8 together have a frontage of 75 feet extending back on the east side of locust street, 150 feet and being ½ of the second lot and all of the third lot on the east side of locust street north of Lynn street. Said lots extending back to a 16 foot alley. AND BEING the same property described in that deed to Stuart W. Nicholds, single, dated October 18, 1993, and recorded in Deed Book 831 at Page 146 of the Henderson County Registry."

## 4. BK 1289, Page 502

- a. Recorded on September 15, 2006
- b. Grantor: Scott Bogin and wife, Tammic Bogin
- c. Grantee: Tracey Burer and Lara Skadsen
- d. BEING Lot No. 9 and the north half of Lot No. 8 of the Wheeler Park Subdivision as shown on plat made by Justice & Sons dated August 15, 1910, and recorded in Plat Book 1 at Page 30 (now Cabinet B, Slide 15) of the Records of Deeds for Henderson County, to which said plat and record reference are hereby made for a more complete description by metes and bounds. Lot No. 9 faces on Locust Street 50 feet and the one-half of Lot No. 8, lying just south of Lot No. 9, facing 25 feet on Locust Street; Lot No. 9 and one-half of Lot No. 8 together have a frontage of 75 feet extending back on the east side of Locust Street 150 feet and being one-half of the second lot and all of the third lot on the east side of Locust Street north of Lynn Street. Said lots extending back to a 16-foot alley. AND BEING the same property described in that deed to Scott Bogin, a married man, dated May 9, 2006, and recorded in Deed Book 1273 at Page 175 of the Henderson County Registry."

## 5. BK 1398, Page 400

- a. June 9, 2009
- b. Grantor: Tracey Burer and Lara Skadsen
- c. Grantee: US Bank National Association Trustee
- d. Trustees Deed

## 6. BK 1406, Page 496

a. September 9, 2009

- b. Grantor: US Bank National Association
- c. Grantee: Sheryl J. Solman
- d. "BEING Lot No. 9 and the north half of Lot No. 8 of the Wheeler Park Subdivision as shown on plat made by Justice & Sons dated August 15, 1910, and recorded in Plat Book 1 at Page 30 (now Cabinet B, Slide 15) of the Records of Deeds for Henderson County, to which said plat and record reference are hereby made for a more complete description by metes and bounds. Lot No. 9 faces on Locust Street 50 feet and the one-half of Lot No. 8, lying just south of Lot No. 9, facing 25 feet on Locust Street; Lot No. 9 and one-half of Lot No. 8 together have a frontage of 75 feet extending back on the east side of Locust Street 150 feet and being one-half of the second lot and all of the third lot on the east side of Locust Street north of Lynn Street. Said lots extending back to a 16-foot alley. And being the same property described in that deed to Scott Bogin, a married man, dated May 9, 2006, and recorded in Deed Book 1273 at Page 175 of the Henderson County Registry."

## 7. BK 3511, Page 229

- a. June 22, 2020
- b. Grantor: Stan Smith and Sheryl J. Solomon
- c. Grantee: Robert C. Wright
- d. "BEING Lot No. 9 and the north half of Lot No. 8 of the Wheeler Park Subdivision as shown on plat made by Justice & Sons dated August 15, 1910, and recorded in Plat Book 1 at Page 30 (now Cabinet B, Slide 15) of the Records of Deeds for Henderson County, to which said plat and record reference are hereby made for a more complete description by metes and bounds. Lot No. 9 faces on Locust Street 50 feet and the one-half of Lot No. 8, lying just south of Lot No. 9, facing 25 feet on Locust Street; Lot No. 9 and one-half of Lot No. 8 together have a frontage of 75 feet extending back on the east side of Locust Street 150 feet and being one-half of the second lot and all of the third lot on the east side of Locust Street north of Lynn Street. Said lots extending back to a 16-foot alley. The above-described property being all of that property conveyed in that deed recorded in Record Book 1406, at Page 496 of the Henderson County, NC Register's Office."

## 8. BK 4026, Page 188

- a. March 24, 2023
- b. Grantor: Robert C. Wright
- c. Grantee: Norman Royo and Barbara M. Grosso
- d. "BEING Lot No. 9 and the north half of Lot No. 8 of the Wheeler Park Subdivision as shown on plat made by Justice & Sons dated August 15, 1910, and recorded in Plat Book 1 at Page 30 (now Cabinet B, Slide 15) of the Records of Deeds for Henderson County, to which said plat and record reference are hereby made for a more complete description by metes and bounds. Lot No. 9 faces on Locust Street 50 feet and the one-half of Lot No. 8, lying just south of Lot No. 9, facing 25 feet on Locust Street; Lot No. 9 and one-half of Lot No. 8 together have

a frontage of 75 feet extending back on the east side of Locust Street 150 feet and being one-half of the second lot and all of the third lot on the east side of Locust Street north of Lynn Street. Said lots extending back to a 16-foot alley. The above-described property being all of that property conveyed in that deed recorded in Record Book 3511, at Page 229 of the Henderson County, NC Register's Office."

### V. Bibliography

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- 2. Terry Ruscin. *Hidden history of Henderson County, North Carolina*. Mount Pleasant: Arcadia Publishing 2013.

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1. Henderson County, North Carolina Deed Book, book 123, page 245.

Sanborn Maps

- 1. Sanborn Map Company Hendersonville, Henderson County, North Carolina. September 1922. "Sanborn Fire Insurance Maps." <u>https://digitalsanbornmaps-proquest-com.proxy084.nclive.org/browse\_maps/28/5180/24964/26045/332761?accountid =7980</u>.
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- 1930 U.S. Census, Henderson County, North Carolina. Enumeration district (ED) 0010, sheet 3B (handwritten). Dwelling 65, family 67. James P. Gregory. Digital image, Ancestry.com (<u>http://www.ancestry.com</u> : accessed October 25, 2024; citing NARA microfilm publication 2341433.
- 1940 U.S. Census, Henderson County, North Carolina. Enumeration district (ED) 45-11, sheet 2B (handwritten). Dwelling 42, James P. Gregory. Digital image, Ancestry.com (<u>http://www.ancestry.com</u> : accessed October 25, 2024; citing NARA microfilm publication roll: m-t0627-02928.
- 1950 U.S. Census, Henderson County, North Carolina. Enumeration district (ED) 45-14B, Roll 2642, Page 6 (handwritten). Dwelling 53, I.F. Reese. Digital image, Ancestry.com (<u>http://www.ancestry.com</u> : accessed October 25, 2024; citing NARA microfilm publication.

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- Charles W. Miller. *Miller's Hendersonville, NC City Directory*. Hendersonville, NC: Southern Directory Co., 1937-1938. Digital image, Digital NC. (<u>https://lib.digitalnc.org/record/25355?ln=en&v=pdf</u>).
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- Charles W. Miller. *Miller's Hendersonville, NC City Directory*. Hendersonville, NC: Southern Directory Co., 1941-1942. Digital image, Digital NC. (<u>https://lib.digitalnc.org/record/25347?ln=en&v=pdf</u>).
- Charles W. Miller. *Miller's Hendersonville, NC City Directory*. Hendersonville, NC: Southern Directory Co., 1945-1946. Digital image, Digital NC. (<u>https://lib.digitalnc.org/record/25354?ln=en&v=pdf</u>).
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- 3. "Cochran-Gregory." *The News of Henderson County*. April 7, 1922. https://newscomnc.newspapers.com/image/63412178/.
- 4. "Hattie Mae Cochran Gregory." *The Winchester Sun.* February 1, 1993. <u>https://www.newspapers.com/image/1012211607/</u>.
- 5. "James Parker Gregory." *The Winchester Sun.* February 11, 1981. https://www.newspapers.com/image/1011977688/.

# VI. Appendix A: Supporting Photographs

Fig. 1: Front (Northeast) Elevation



Fig. 2: Side 1 (Northwest) Elevation



910 Locust Street – Landmark Report – Page 19

Fig. 3: Side 2 (Southeast) Elevation



Fig. 4: Rear



910 Locust Street – Landmark Report – Page 20

# Fig. 5: Outbuilding/Garage



Fig. 6: Stone Wall Running Along Front of Property



910 Locust Street – Landmark Report – Page 21



Fig. 7: Stone Encrusted Planter in Front Yard

Fig. 8: View of Joseph T. King House to the Northwest of the Gregory House



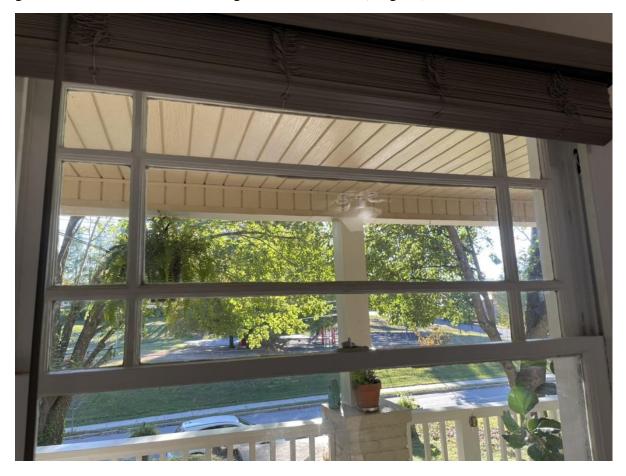


Fig. 9: Nine Over One, Double-Hung Wooden Window (Original)

Fig. 10: 1024 Highland Avenue



# Fig. 11: 1015 Highland Avenue



Fig. 12: 1033 Highland Avenue



# Fig. 13: Rear Stone Wall



#### VII. Appendix B

Fig. 1: Cochran-Gregory Wedding Announcement

Ruth Wooten, Maud Bradham, Wilma Green and Erma Morris.

#### Cochran-Gregory.

C

T

A very pretty wedding took place Wednesday night at 8:30 o'clock in the Episcopal church when Miss Hattie Mae Cochran became the bride of James Gregory, both of this city. Rev. A. W. Farnum performed the ceremony, using the customary ring service, in the presence of the bride's brother, Lusk Cochran, and a few invited guests.

Mrs. Garland Jackson, dame of honor, and Mack McKenginee, best man, entered and took their places at the altar and there awaited the bride and groom, who came in together.

The bride was becomingly attired in a handsome navy-blue coat-suit with gray accessories and carried a shower bouquet of bride's roses.

The dame of honor, Mrs. Garland Jackson, wore a lovely gown of navyblue satin with hat to match and carried a shower bouquet of lovely flowers. Miss Cochran is the pretty and attractive daughter of Mr. and Mrs. D. K. Cochran of this city. For some time she has been the efficient bookkeeper and stenographer of the Hendersonville Auto Company.

James Gregory is the son of Mr. and Mrs. R. P. Gregory of this city. He is a promising young business man and is at present connected with the Hendersonville Auto Company.

Immediately after the ceremony the bridal couple left for a trip to Greenville, Atlanta and other points south. When they return they will make their home in the city.

Mrs. Farry Barber is ill.

## Fig. 2: 1951 Arial Image from Henderson County GoMaps



Fig. 3: Modern-Day Building Footprint and Dimensions

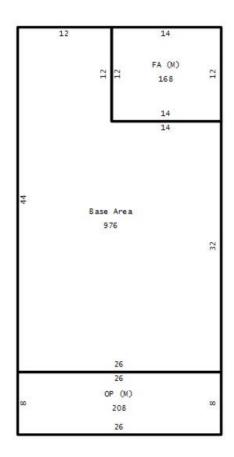




Fig. 4: 1921 Re-Platting of Wheeler Park to Cold Spring Park

	VORIGINA	long
HENDER	Rector	Section 7, Item D
St HE	APPLICATION FOR LOCAL	
- HAHAHA	HISTORIC LANDMARK DESIGNATION	
	100 N. King Street ~ Hendersonville, NC ~ 28792	
the start	Phone (828)697-3010 ~ Fax (828) 697-6185	
1847	www.hendersonvillenc.gov	
··········	HENDERSONVILLE HISTORIC PRESERVATION COMMISSION	
	ing are required to constitute a complete application:	
	This form including the property owner's signature.	
A	A designation report with information required by City Code 28-77(c).	
Date 09	9.09.24	
Property Co	Common Name James P. Gregory House Other Name(s) National Reg. Historic	Places1
Address of Property	910 Locust Street HENDERSONNILLE, NC 28792 Ownership: Public Private	
Property Ov	owner: Name Norman Royo & Barbara M. Grosso (husband & wife)	
Mailing Address	910 Locust Street	
	HENDERGANILLE, KIC 28792 E-mail Norman@SOSprods.cn	n
Category:	Building Other structure Object/Artistic feature Site District	
Brief descrip	iption of property including historic use, current use, and features to be including in designation.	
Built 1910 BED ROC 1/1 ANTRO ALL 0	10 Cold Springs Park district near Hyman Heights. "Jack & Jill" Bath shared by to DOMS, ORIGINIAL FRONT PORCH SPANIS FULL WIDTH OF HOUSE." DE HAS DVAL FIREPLACES. ORIGINAL UNDOURS ARE MULTI-PANED ORIGINIAL HERDWOOD FLOORS	wo original

Signature of the property owner(s) acknowledges that if City Council adopts an ordinance designating the property a local historic landmark the property will be bound by the requirements of City Code Chp. 28 and any other applicable regulations, including the requirement to obtain a Certificates of Appropriateness permit prior to any changes to the landmark.

Owner's Signature	- Norman Rego	Owner's Signature	BS-ENAD IN GESSO
Printed Name	Mr. Norman Royo	Printed Name	Barbara M. Grosso

Official Use: DATE RECEIVED:

	VORIGINAL.
	designation report with information required by City Code 28-77(c).
Date 09.	09.24
Property Co	mmon Name James P. Gregory House Other Name(s) National Reg. Historic Places 19
Address of Property	910 Locust Street HENDERSONVILLE, NC 28792 Ownership: Public Private
Property Ow	vner: Name Norman Royo & Barbara M. Grosso (husband & wife)
Mailing Address	Phone 786-216-4677 910 Locust Street HENDERGANILLE, NC 20792 E-mail Norman@SOSprods.cm
Category:	Building Other structure Object/Artistic feature Site District
Brief descrip	tion of property including historic use, current use, and features to be including in designation.
BEDROC MANNE ALL ON	O Cold Springs Park district near Hyman Heights. "Jack & Jill" Bath shared by two original MS, ORIGINIAL FRONT PORCH Span's FULL WIDTH OF HOUSE. MAS DUAL FREPLACES. ORIGINAL 14 MOOURS ARE MULTI-PANED RIGINIAL HEROWOOD FLOORS

Signature of the property owner(s) acknowledges that if City Council adopts an ordinance designating the property a local historic landmark the property will be bound by the requirements of City Code Chp. 28 and any other applicable regulations, including the requirement to obtain a Certificates of Appropriateness permit prior to any changes to the landmark.

Owner's Signature	- florman	Rey	Owner's _ Signature	BIFENTO IN GEOSSO
Printed Name	Mr. Norman Royo		Printed _ Name	Barbara M. Grosso
11 Applicat	ian	Page 1 of 1	Official Use:	

DATERECEIVED:

ORIGINAL APPLICATION FOR LOCAL Section 7, Item D. HISTORIC LANDMARK DESIGNATION 100 N. King Street ~ Hendersonville, NC ~ 28792 Phone (828)697-3010 ~ Fax (828) 697-6185 www.hendersonvillenc.gov HENDERSONVILLE HISTORIC PRESERVATION COMMISSION The following are required to constitute a complete application: ~ This form including the property owner's signature. ~ A designation report with information required by City Code 28-77(c). Date 09.09.24 National Reg. Historic Places1 Other Name(s) James P. Gregory House **Property Common Name** PIN Address of Property 910 Locust Street Private **Ownership:** Public HENDERSONVILLE, NC 28792 Norman Royo & Barbara M. Grosso (husband & wife) **Property Owner: Name** 786-216-4677 Phone Mailing Address 910 Locust Street Norman@SOSprods.cm HENDERGONNILLE, NC 20792 E-mail District **Object/Artistic feature** Site Building Other structure Category: Brief description of property including historic use, current use, and features to be including in designation. Built 1910 Cold Springs Park district near Hyman Heights. "Jack & Jill" Bath shared by two origina BEDROOMS, ORIGINIAL FRONT PORCH SPANS FULL WIDTH OF HOUSE! MANTE HAS DUAL FIREPLACES. ORIGINAL 14 MOOUNS ARE MULTI-PANED ALL ORIGINIAL HARDWOOD FLOORS Signature of the property owner(s) acknowledges that if City Council adopts an ordinance designating the property a local historic landmark the property will be bound by the requirements of City Code Chp. 28 and any other applicable regulations, including the requirement to obtain a Certificates of Appropriateness permit prior to any changes to the landmark. **Owner's** Owner's Signature BISTONCO IN GCC Roman Signature Printed Printed Mr. Norman Royo Barbara M. Grosso

LL Application	
1ey 7.2015	

Name

Page 1.of 1

Official Use: DATERECEIVED:

Name

BY

508

## NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICE

**Office of Archives and History Department of Cultural Resources** 

# NATIONAL REGISTER OF HISTORIC PLACES

**Cold Spring Park Historic District** Hendersonville, Henderson County, HN0494, Listed 1/8/2009 Nomination by Sybil Argintar Photographs by Sybil Argintar, August 2007



# Locust Street



16 Locust Street



910 Highland Avenue



North Main Street

# United States Department of the Interior National Park Service

determined not eligible for the National Register

other (explain): \_

removed from the National Register

# NATIONAL REGISTER OF HISTORIC PLACES REGISTRATION FORM

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in How to Complete the National Register of Historic Places Registration Form (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of property		
historic name <u>Cold Spring Park Historic Distr</u>	ict	
other names/site number <u>Wheeler Park</u>		
2. Location		
Bounded roughly by N. Main Street on street & number on the south, and Locust Street on the		
		vicinity <u>N/A</u>
state North Carolina code _NC	<u>2</u> county <u>Henderson</u>	code <u>089</u> zip code <u>28793</u>
3. State/Federal Agency Certification		
Places and meets the procedural and professional re	documentation standards for registe equirements set forth in 36 CFR Par recommend that this property be co nal comments.)	ering properties in the National Register of Historic t 60. In my opinion, the property <u>X</u> meets onsidered significant <u>nationally</u> statewide
In my opinion, the property meets does no comments.)	ot meet the National Register criteria	a. ( See continuation sheet for additional
Signature of commenting or other official Date		_
State or Federal agency and bureau		_
4. National Park Service Certification		
I, hereby certify that this property is:	Signature of the Keeper	Date of Action
entered in the National Register See continuation sheet. determined eligible for the National Register See continuation sheet.		

#### Cold Spring Park Historic District

Name of Property

#### 5. Classification

**Ownership of Property** (Check as many boxes as apply)

- <u>X</u> private
  - \_\_ public-local \_public-State \_public-Federal
- (Check only one box) building(s) X district \_\_ site \_ structure \_\_\_ object

**Category of Property** 

#### Name of related multiple property listing

(Enter "N/A" if property is not part of a multiple property listing.) \_"Historic and Architectural Properties in Hendersonville, North Carolina: A Partial Inventory"

# \_Henderson, North Carolina\_

County and State

#### Number of Resources within Property

(Do not include previously listed resources in the count)

Contributing	Noncontributing	
37	20	buildings
0	0	sites
1	<u>    6                                </u>	structures
0	<u> </u>	objects
38	26	_Total

#### Number of contributing resources previously listed in the National Register

-0-

# 6. Function or Use

# Historic Functions

(Enter categories from instructions)	
Cat: <u>Domestic</u>	_ Sub: single dwelling
Domestic	secondary structure
	·
Current Functions	
(Enter categories from instructions)	
Cat: Domestic	_ Sub: <u>single dwelling</u>
Domestic	multiple dwelling
Domestic	secondary structure
Commerce/Trade	office building
Religion	religious facility

#### 7. Description

Arcl	Architectural Classification (Enter categories from instructions)			
	Craftsman bungalow			
	Colonial Revival			
	Other: Ranch			

Materials (Enter categories from instructions)

#### **Narrative Description**

(Describe the historic and current condition of the property on one or more continuation sheets.)

# Cold Spring Park Historic District

Name of Property

# 8. Statement of Significance

# Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing)

<u> X </u> A Property is associated with events that have made a significant contribution to the broad patterns of our history.

\_ B Property is associated with the lives of persons significant in our past.

\_X\_\_ C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

D Property has yielded, or is likely to yield information important in prehistory or history.

#### **Criteria Considerations**

(Mark "X" in all the boxes that apply.)

A owned by a religious institution or used for religious purposes.

- B removed from its original location.
- \_ C a birthplace or a grave.
- D a cemetery.
- E a reconstructed building, object, or structure.
- F a commemorative property.

G less than 50 years of age or achieved

significance within the past 50 years.

**Narrative Statement of Significance** 

(Explain the significance of the property on one or more continuation sheets.)

#### 9. Major Bibliographical References

#### Bibliography

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

#### Previous documentation on file (NPS)

- preliminary determination of individual listing (36 CFR 67) has been requested.
- previously listed in the National Register
- previously determined eligible by the National Register
- designated a National Historic Landmark
- recorded by Historic American Buildings Survey #
- recorded by Historic American Engineering Record #

# **Primary Location of Additional Data**

- \_X\_ State Historic Preservation Office
- Other State agency
- Federal agency
- Local government
- University
- Other

Name of repository: Western Office, Archives and History

\_Henderson, North Carolina\_\_\_\_\_

County and State

#### Areas of Significance

(Enter categories from instructions) Architecture

Community Planning and Development

#### Period of Significance

ca. 1910 - 1953

#### Significant Dates

1910 1924

#### Significant Person

(Complete if Criterion B is marked above) N/A

#### **Cultural Affiliation**

N/A

#### Architect/Builder

unknown

Cold Spring Park Historic District\_ Name of Property

\_Henderson, North Carolina\_ County and State

#### 10. Geographical Data

Acreage of Property \_approx. 14 acres\_

UTM References (Place additional UTM references on a continuation sheet)

1	<u>17</u>	<u>367160</u>	<u>3910050</u>

2 17 367420 3909800

#### **Verbal Boundary Description**

(Describe the boundaries of the property on a continuation sheet.)

#### **Boundary Justification**

(Explain why the boundaries were selected on a continuation sheet.)

#### 11. Form Prepared By

name/title\_Sybil H. Argintar, Preservation Planning Consultant\_

organization\_Southeastern Preservation Services\_\_\_\_\_ date\_September 19, 2007\_

street & number\_166 Pearson Drive\_\_\_\_\_\_telephone\_(828) 230-3773

city or town <u>Asheville</u>

\_\_\_\_\_ state NC\_\_ zip code \_28801\_

#### **12. Additional Documentation**

Submit the following items with the completed form:

#### **Continuation Sheets**

#### Maps

- A USGS map (7.5 or 15 minute series) indicating the property's location.
- A sketch map for historic districts and properties having large acreage or numerous resources.

#### Photographs

Representative black and white photographs of the property.

#### Additional items (Check with the SHPO or FPO for any additional items)

Property Owner		
(Complete this item at the request of the SHPO or FPO.)		
name <u>fewer than 50 owners</u>		
street & number	telephone	
city or town	state zip code	
Paperwork Reduction Act Statement: This information is be	ing collected for applications to the National Register	of Historic Places to nominate

properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 18.1 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P.0. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reductions Project (1024-0018), Washington, DC 20503.

See continuation sheet.

Zone Easting Northing 3 <u>17</u> <u>367270</u> <u>3909610</u> 4 17 367040 3909820

NPS Form 10-900-a (8-86)

United States Department of the Interior National Park Service

# National Register of Historic Places Continuation Sheet

Section Number 7 Page 1

<u>Cold Spring Park Historic District</u> Name of Property <u>Henderson County, North Carolina</u> County and State

#### Materials (cont.)

Foundation: stucco, stone Roof: metal Walls: asbestos, shingle, masonite, aluminum, vinyl, Other: T-111

#### SUMMARY

The Cold Spring Park Historic District is located north of downtown Hendersonville, Henderson County North Carolina. The historic district is bounded by N. Main Street on the north, Maple Street on the east, Ninth Avenue East (originally Lynn Street) on the south, and Locust Street on the west. Cross streets include Highland Avenue, Algeria Street, and Laurel Street. The neighborhood is laid out in regular blocks, with the overall elevation dropping from Locust Avenue to Maple Street. Most houses are set back from the street on level lots with front lawns, but some houses are raised up above street level, especially those located along Locust Avenue. These are sited high up on a hill with stairs leading from the sidewalk up to the walkways to the houses. Houses are typically built close together in a steady rhythm of setback, lining both sides of the streets. Notable landscape features are seen in other Hendersonville neighborhoods, primarily Hyman Heights, located to the north across N. Main Street from the Cold Spring Park Historic District. Outside the district boundaries to the north is the National Register listed Hyman Heights/Mount Royal neighborhood (NR 2001), to the west is a city park, to the south is an industrial area, and to the east are additional historic and modern residential areas.

The district, which encompasses approximately fourteen acres, incorporates within its boundaries those concentrations of houses in the Craftsman bungalow and Ranch styles dating from ca. 1910 through 1953, all of which were built within the historically platted Cold Spring Park subdivision. The district forms an intact configuration representative of Hendersonville's residential development from the boom times of the first two decades of the twentieth century, along with significant growth which occurred in the 1940s and early 1950s. The district overall has retained a high degree of historic architectural integrity.

By far, the majority of the buildings in the district are Craftsman bungalow style. The nominated district consists of thirty-seven contributing buildings, one contributing structure, twenty non-contributing buildings and six non-contributing structures. Of the non-contributing resources, the majority of these are modern outbuildings, including many free-standing metal carports. There are two vacant lots in the district. Non-contributing buildings are a mixture of buildings built after the period of significance and historic buildings with significant alterations such as porch enclosures or the removal of numerous key architectural features. If a building retains its historic form and detailing, but is clad in artificial siding, it is still counted as a contributing resource.

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# National Register of Historic Places Continuation Sheet

Section Number 7 Page 2

<u>Cold Spring Park Historic District</u> Name of Property <u>Henderson County, North Carolina</u> County and State

# **INVENTORY LIST**

Buildings are listed in the order of north-south streets first, followed by east-west streets. The north or west sides of the street are listed first. Dating of houses is based upon 1922, 1926, 1949, and 1954 Sanborn maps used in the field, city directories, and owner questionnaires. These sources are noted with each entry. If the original owner or long-time occupant of the house is known, it is given as the name of the property. Otherwise, properties are called by the property type such as house or apartment. Unless otherwise noted, roofs throughout the district are asphalt shingle.

# Maple Street, West Side:

# 1021 Maple Street. V. Harley Shipman House. Contributing. ca. 1925.

This one-story, cross-gable-roof Craftsman bungalow with German siding has exposed rafter ends, an attached front-gable porch with knee braces, square wood posts, and a solid, German-sided balustrade. Windows are eight-over-one. There is an interior brick chimney on the main block of the house and on the south side of the wing to the rear. The wing to the rear, which extends out to the north and south of the house does not appear on the 1954 Sanborn and so it is likely a modern addition, but it is similar to the main block in appearance. The house sits on a small level lot with a modern picket fence in front. V. Harley Shipman, owner of Shipman Brothers Garage, and wife Vesta, lived in this house from 1926 through at least the late 1950s. (Sanborn maps; city directories).

# 1021 Maple Street. Shed. Non-contributing. Modern.

One-story, side-gable modern frame building with a standing seam metal roof.

# 1021 Maple Street. Garage. Contributing. ca. 1925.

One-story, one automobile bay garage with flush board siding, a front-gable-roof, and plywood doors added in front. There is a taller one-story, shed-roof modern addition at the rear with flush board siding.

# 1015 Maple Street. George Saxmann House. Contributing. ca. 1920.

This one-story, front-gable-roof Craftsman bungalow has exposed rafter ends, weatherboard siding, and an engaged front porch with knee braces, a solid lapped board balustrade, and double and triple wood square porch supports. Windows are vertical-four-over-one, foundation is brick, and there is an interior brick chimney. House sits on a small level lot. George Saxmann, a chiropractor, lived in this house from 1937 through at least the late 1950s. (Sanborn maps; city directories)

#### 1009 Maple Street. House. Non-contributing. ca. 1920.

This altered one-story, front-gable-roof Craftsman bungalow with exposed beams has shed-roof dormers added on the south side, asbestos siding, and a partially enclosed modern porch and wing added to the front. The remaining portion of the original porch has square posts, vinyl soffits, and the original balustrade. Stone cheek walls with concrete coping frame the stairs. Foundation is brick, and windows and doors are all modern replacements. House sits on a small level lot with field stone at the front of the

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# National Register of Historic Places Continuation Sheet

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property. Steve W. Camp, owner of Camp's Flowers, and wife Eunice, lived here from 1937-1938. The house changed occupants frequently, including Mrs. Lillie Morris, a widow (1939-1940); Charles A. and Mary J. Sargent (1943-1944); Mary J. Sargent (1945-1946); Philip H. Croft, an agent with Durham Life Insurance Company, and wife Christine (1948 – 1955); and Hubert H. Duncan Jr., parts manager with T. Lee Osborne Oldsmobile Sales and Service, and wife Wilma (1956 – 1957). (Sanborn maps; city directories)

# 1009 Maple Street. Garage Apartment. Non-contributing. Modern.

Two-story, front-gable-roof modern garage with German siding, brick foundation, and modern windows. The first floor has one automobile bay and a vertical plank double-door. The modern window on the second floor has a shed-roof hood. There is a modern wood deck on the side.

#### 1001 Maple Street. Joseph Hipp House. Contributing. ca. 1925

This one-story, front-gable-roof Craftsman bungalow has German siding, exposed rafter ends, an engaged front porch with square wood posts and a replacement balustrade, an interior brick chimney, brick foundation, one-over-one windows, and a modern front door. House sits on a small level corner lot. Joseph Hipp, a plumber, and wife Leona lived here from 1926 through at least the late 1950s. (Sanborn maps; city directories)

#### **Highland Avenue East Side:**

#### 1034 Highland Avenue. Paul R. McCutcheon House. Contributing. ca. 1925.

This one-story, front-gable-roof Craftsman bungalow has exposed rafter ends, knee braces, and a deck added at the northeast corner, German siding, and an attached, hip-roof front porch with exposed rafter ends, battered posts on brick piers, and no balustrade. There are two interior brick chimneys, and one exterior end brick chimney with a single shoulder. Windows are one-over-one replacement sash with snap-in muntins, and the front door is modern. House sits on a small level lot with a modern picket fence in front. This house, according to the current owner, was originally a summer home for a Charleston family named Stone. City directories note, however, that the house was owned by Paul R. McCutcheon, beginning in 1937, who lived part of the year in Hendersonville and part of the year in St. Petersburg, Florida. McCutcheon owned the house until at least the late 1950s. Sanborn maps; city directories; owner information).

#### 1034 Highland Avenue. Carport. Non-contributing. Modern.

Modern free-standing carport with a front-gable metal roof, exposed beams and rafters, and tree trunk posts.

# 1024 Highland Avenue. House. Contributing. ca. 1925.

This one-story, front-gable-roof Craftsman bungalow has a deck added at the northeast corner, German siding, projecting purlins and exposed rafter ends, an attached, hip-roof front porch with battered posts on capped brick piers and no balustrade, and two chimneys, one interior and one exterior end. Both are

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stuccoed above the roofline, and the exterior end one is painted brick with a single shoulder below the roofline. The foundation is brick, windows are vertical-four-over-one, and the front door is modern. House sits on a small level lot. City directories note the occupants as Joseph E. Noffz, a warehouseman at Cantrell Produce Company, and wife Katherine (1937 – 1938); and Roy O. Bass, a bookkeeper with Houston Furniture Company, and wife Vera (1939 – at least the mid-1980s). (Sanborn maps; city directories; owner information)

# 1020 Highland Avenue. William C. Armstrong House. Contributing. ca. 1920.

This one-story-plus-basement, cross-gable-roof Craftsman bungalow has German siding, knee braces, and a front-gable-roof, enclosed front porch with T-111 siding below and historic six-light casement windows above. The porch details are still visible including knee braces, and battered posts on brick piers. There are three interior brick chimneys, windows are eight-over-one, front door is multi-light, and the foundation is brick. There is a low brick planter just below the porch. A shed-roof carport has been added on the south side. The lot drops in elevation from front to rear. William C. Armstrong, a clerk with Southern Railway, and wife Ettie, lived here from 1937 through at least the late 1950s. (Sanborn maps; city directories)

# 1020 Highland Avenue. Storage shed. Contributing. ca. 1920.

One-story, front-gable-roof storage building with German siding and a modern door.

# 1012 Highland Avenue. Albert T. Dixon House. Non-contributing. ca. 1920.

This altered one-story, front-gable-roof Craftsman bungalow has aluminum siding (with the original German siding underneath where replacement siding has fallen off), an attached front-gable porch with a new board railing, posts covered with aluminum, and stuccoed piers, one-over-one replacement sash windows, and a few original six-light casement windows in the basement. Front door is three-light-over-panel. There is a two-story wing at the rear with a one automobile bay garage beneath, and a deck added at the southeast corner. House sits on a small lot which slopes to the rear, with a gravel drive which circles the house at the rear. Albert T. Dixon, a salesman with City Motor and Sales, and wife Hessie, lived here from 1937 – 1955. William J. Brown Jr., department manager with State Trust Company bank, and wife Charlotte, lived here from 1956 – 1957. (Sanborn maps; city directories; owner information)

# 1012 Highland Avenue. <u>Duplex.</u> Non-contributing. Modern.

This modern two-story duplex has a front-gable roof, aluminum siding, a projecting entry bay with wood stairs to the second level at the southwest corner, and wood decks at the rear. Windows and doors are modern.

# 1010 Highland Avenue. House. Contributing. ca. 1920.

This one-story-plus-basement, front-gable Craftsman bungalow has vinyl siding, knee braces, a crossgable wraparound porch with knee braces and battered posts on capped painted brick piers, a modern balustrade, a stuccoed interior chimney, brick foundation, and six-over-one windows. At the rear, what appears to have been doors or windows has been enclosed at the northwest corner with T-111 siding. The

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opening is too narrow to have been a garage door. House sits on a small lot which slopes to the rear. There have been several occupants through the years including Lee W. Rector, with Anders & Rector Real Estate, and wife Gladys (1937-1938); Edwin T. Henderson, supervisor with the State Highway Department, and wife Ollie (1939-1940); Stephen S. and Margaret Rozier (1941 – 1942); Margaret Rozier (1943-1944); Joyce Shook, a teacher at Rosa Edwards School, (1948 – 1955); and Samuel M. and Clara Williams (1956-1957). (Sanborn maps; city directories)

# 1000 Highland Avenue. Dental Office. Non-contributing. 1957.

This one-story, side-gable-roof Modern building has masonite siding, exposed beams, a concrete block foundation, modern fixed-light windows with two-light sliding windows beneath, a bay window, and a modern door. Fixed lights are located on the upper portion of the façade, extending up to the roofline. Building sits on a corner lot with parking to the west and east. This was built as a dental office for Dr. Holly, and remains in the same use today. (Sanborn maps; city directories; owner information)

# Vacant lot to southeast

# 914 Highland Avenue. James E. Reese House. Contributing. ca. 1925.

This one-story-plus-basement Craftsman bungalow has a shed-roof addition at the southeast corner that fills in the L-plan, and a porch addition at the northwest corner that extends the porch. This addition has a flat roof covered with corrugated plastic, and iron posts. The building has German siding, an attached, front-gable porch with wood posts and no balustrade, a stuccoed foundation, vertical-four-over-one windows, and a modern door. James E. Reese, a carpenter, lived in this house from 1937 through at least the late 1950s. (Sanborn maps; city directories)

# 914 Highland Avenue. Garage. Non-contributing. ca. 1960.

Front-gable, one-story garage has German siding and vertical plank double-doors.

# 914 Highland Avenue. Storage and Garage. Non-contributing. ca. 1960.

Front-gable, one-story storage and one automobile bay garage with board and batten siding in the gable ends has concrete block walls, a metal roof, and French doors on the north side.

#### 910 Highland Avenue. House. Contributing. ca. 1935.

This one-story-plus-basement, side-gable Craftsman bungalow has exposed rafter ends, complex knee braces, German siding, and a front-gable front porch with knee braces, replacement posts and balustrade. There is an interior brick chimney, brick foundation, windows are paired and single one-over-one replacement sash, and door is single-light-over-panel. There is a modern deck at the rear. House sits on a small lot which slopes to the rear, with a low fieldstone retaining wall at the front of the lot. Occupants have included Boyce L. Clement, a fireman with Southern Railway, and wife Arizona (1937-1938); William D. and Margaret Dortch (1939-1940); Margaret Dortch (1941 – 1942); and Jack B. Lovingood, a pharmacist with Wilson Drug Company, and wife Dorothy (1943 – 1957). (Sanborn maps; city directories; deed search)

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United States Department of the Interior National Park Service

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<u>Cold Spring Park Historic District</u> Name of Property <u>Henderson County, North Carolina</u> County and State

# 910 Highland Avenue. Garage. Contributing. ca. 1935.

One-story, front-gable brick garage has a single automobile bay with a modern plywood lift door, and exposed rafter ends.

# 908 Highland Avenue. Benjamin Goforth House. Contributing. ca. 1925.

This one-story-plus-basement, side-gable Craftsman bungalow has exposed rafter ends, German siding, an attached, front-gable front porch with shingled gable ends, knee braces, triple square wood posts, and a geometric balustrade, an exterior end brick chimney, nine-over-one windows, and a door with transom and sidelights. The foundation is stuccoed, and there is a notable fieldstone retaining wall at the front and along the drive. House sits on a small lot which slopes to the rear. Benjamin Goforth, an employee at the Coca Cola Bottling Company, and wife Blanche lived here from 1937 through at least the late 1950s. (Sanborn maps; city directories)

#### 908 Highland Avenue. Garage. Contributing. ca. 1925.

One-story, single automobile bay garage has a front-gable roof, flush board siding, and a double-door.

#### 904 Highland Avenue. House. Contributing. ca. 1925.

This one-story-plus-basement, front-gable Craftsman bungalow has exposed rafter ends, German siding, and a front-gable porch with replacement iron posts and railing and a concrete floor which extends to the south to form a patio. There is an exterior end brick chimney, the foundation is brick, windows are one-over-one, and the front door is modern. House sits on a small corner lot which drops to the rear. There are field stones placed into the hillside on the south side of the property, along Ninth Avenue, a landscaping feature which also appears in the Hyman Heights neighborhood to the north. Occupants have included Mrs. Bessie Ashmead, a widow (1937-1938); Robert H. Lee of D. H. Lee & Son Real Estate, and wife Mary (1939-1944); and James M. Byers, a city plumbing inspector, and wife Odessa (1945-1957). (Sanborn maps; city directories; owner information)

#### 904 Highland Avenue. Storage. Non-contributing. Modern.

One-story, front-gable, metal storage building has a metal lift door and metal frame, small one-over-one single windows.

#### Highland Avenue, West Side:

#### 1033 Highland Avenue. George W. Justice House. Contributing. ca. 1925.

This one-and-one-half-story, plus basement on the north side, side-gable Craftsman bungalow has a frontgable dormer, a shed-roof addition at the rear with a garage below, and a deck added on the north side. The building has exposed rafter ends, German siding, a shed-roof front porch with wood posts, exposed rafter ends, and no balustrade, a stuccoed interior chimney, brick foundation, six-over-six windows on the front, eight-over-eight windows on the side, six-light casement windows on the basement level, and French doors opening onto the porch. There is a pent roof on the side elevations with exposed rafter ends.

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The east elevation has concrete steps and cheek walls at the side entrance. House sits on a large corner lot with a creek running through it on the north side. There is a notable cut stone retaining wall with beaded mortar joints running along the east side of the property, and a modern wood picket fence in the front. This house was built by George W. Justice, developer of the neighborhood and a surveyor whose name is on almost every plat for Hendersonville in the first decades of the twentieth century. From 1950 – 1957, after George W. Justice had passed away, Mrs. Irene H. Justice lived here, along with boarders. In this house was a safe containing over 800 original documents recording land development in Buncombe, Henderson, Polk, Rutherford, Cleveland, and Burke counties. Justice and his ancestors were heavily involved with the Speculation Land Company of New York, and Justice was appointed to oversee the dissolution of the company in 1920, after 125 years of business. Originally, the house built on the neighboring lot which is now 1016 N. Main Street (#34) was built by Irene Justice as a cottage for her family to stay in when they visited from Alabama. Mrs. Justice left the cottage to her daughter-in-law Beulah, wife of the Justice's son, Thomas. These two houses were historically, and still are, the only ones on the large lot running from Highland Avenue to Locust Street. (Sanborn maps; city directories; owner information; will of Irene Justice)

# 1033 Highland Avenue. Carport. Non-contributing. Modern.

There is a freestanding metal carport on the west side of the house.

# 1023 Highland Avenue. William E. Jamison House. Contributing. 1950.

This one-story Ranch house has an original garage wing on the north side and a modern addition to the rear. The house is covered with asbestos siding, with brick on the lower half of the wall on the south side, and a recessed entry supported by iron posts, an interior brick chimney, a brick foundation, multi-light casement and picture windows, and a three-light door. There is a modern one-story wing at the rear built of brick with sliding glass doors. The house is set on a hill, on a corner lot, with an alley to the rear. Concrete steps lead from the sidewalk to the front of the house. This house was built by William E. Jamison, administrator at Margaret R. Pardee Memorial Hospital, and wife Virginia. (Sanborn maps; city directories; owner information)

# 1023 Highland Avenue. <u>Carport.</u> Contributing. 1950.

Free-standing carport is located to the rear of the house, accessible from the alley.

# 1015 Highland Avenue. House. Contributing. ca. 1925.

This one-and-one-half-story, side-gable Craftsman bungalow has projecting decorative purlins, a gableroof dormer at the rear, German siding, and an attached, front-gable porch with large wood posts on capped brick piers, a two-by-two balustrade, and capped brick cheek walls flanking the steps which lead from the sidewalk to the house. There is a single-shoulder, exterior end brick chimney, the foundation is brick, windows are diamond-pane-over-one and diamond-pane casement, and the front door is diamondpane. There is a shed-roof one-story historic addition at the rear with four-vertical-over-one windows, a shed-roof porch, and a front-gable dormer. House sits on a hill with a field stone retaining wall at the front and around to the driveway. Occupants have included Mrs. L. L. Powell (1937-1939); Reverend J.

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Arthur Linn, pastor of Grace Lutheran Church, and wife Mabel (1941 – 1946); Dr. Wallace E. Souther and wife Phyllis (1948 - 1951); and Otis K. Scott, with Hendersonville Building Specialties, and wife Monetta (1954 – 1986). (Sanborn maps; city directories; owner information)

# 1015 Highland Avenue. Garage. Contributing. ca. 1925.

One-story, front-gable, one automobile bay garage with a lift door and a carport added on the east side. There is a lattice screening fence along the northwest side.

#### 1015 Highland Avenue. Storage Shed. Non-contributing. Modern.

One-story modern building currently under construction; stuccoed walls, side-gable roof.

# 1011 Highland Avenue. House. Non-contributing. ca. 1960.

This one-story-plus-basement, hip-roof Ranch house has a one automobile bay garage with a lift door below the house at the northeast corner. The house is covered with permastone on the lower half of the walls and vinyl above. The porch has a low hip-roof covering supported by iron posts and railing, a front interior end permastone chimney, permastone foundation, one-over-one and picture windows, and a three-light front door. The house sits on a hill and slopes from south to north. There is a fieldstone retaining wall at the front and steps from the sidewalk to the house. This house does not appear on the 1954 Sanborn map or in city directories through 1957. (Sanborn maps; city directories)

#### 1011 Highland Avenue. Carport. Non-contributing. Modern.

Free-standing metal carport is located to the rear of the house, accessible from the alley.

# 1003 Highland Avenue. <u>House.</u> Contributing. ca. 1925.

This one-story, cross-gable-roof Craftsman bungalow with exposed rafter ends has an original wing at the rear with a front-gable roof and fixed multi-light window. The house is covered with German siding, and has a wraparound porch which has been enclosed at the northeast corner. Porch details include battered posts on capped brick piers, an iron balustrade, and capped brick cheek walls at the steps. There is a second porch on the south side with the same details. The door here is multi-light with multi-light sidelights. The modern front door has a louvered screen door and is also flanked by sidelights. The foundation is brick, windows are eight-over-one, front door is multi-light, and there is a retaining wall at the front which has been stuccoed. The original fieldstone wall is exposed on the south side. House sits on a hill, on a corner lot, with an alley to the rear. Occupants of the house have included Robert S. Gibbs Jr., an engineer with Duke Power Company, and wife Isabella (1939 – 1940); Everett O. Mitchell, owner of Mitchell's Gulf Service, and wife Mildred (1943 – 1944); Charles N. and Caroline Mead (1945 – 1946); Miss Iva B. Laing (1948 – 1949); J. Harold Worley, manager of Auto Parts & Gear Company, and wife Ruth (1950 – 1951); and Joseph F. Maloney, a printer, and wife Louise (1952 – late 1980s). (Sanborn maps; city directories)

# 1003 Highland Avenue. Garage. Contributing. ca. 1925.

One-story, front-gable garage with German siding has no door and a one-over-one window.

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# 911 Highland Avenue. <u>First Wesleyan Church.</u> Non-contributing. 1959. Modern addition.

The original section of this church dates from 1959 (cornerstone), with a large modern addition on the east side. The one-story, front-gable Colonial Revival brick church has a gable-roof covered entry stoop, and a truncated steeple on the north side. Foundation of the building is brick, windows are six-over-six stained glass, and the entry door is double-leaf. The large shed-roof addition is covered with vinyl siding and has four-over-four modern windows. Church sits on a large corner lot, sloping to the east, with a fieldstone retaining wall and an alley to the rear.

#### 911 Highland Avenue. Fellowship Hall. Non-contributing. ca. 1960.

This one-story, hip-roof brick Ranch building is located to the rear of the church. Soffits are covered with aluminum siding. It has horizontal-two-over-two single and paired windows and a modern door. There is an archway over the recessed entry porch on the northeast side. At the southeast corner at the rear, what appears to have been a carport has been enclosed with vinyl siding and a modern door and windows.

#### 911 Highland Avenue. Storage Shed. Non-contributing. Modern.

Tall one-story, shed-roof frame storage building with T-111 siding, exposed rafter ends, and a shorter shed-roof addition.

# 911 Highland Avenue. Shed. Non-contributing. Modern.

One-story, gambrel-roof frame storage building with T-111 siding.

#### 907 Highland Avenue. James M. Byers House. Contributing. ca. 1925.

This one-story, front-gable-roof Craftsman bungalow has weatherboard siding in the gable ends, but replacement T-111 siding on the side elevations. The engaged porch has wood posts on capped brick piers, a two-by-two balustrade, and capped brick cheek walls at the stairs. It appears there was a window on the other side of the door, but it has been enclosed and the façade has been covered with board and batten siding at the porch level. The foundation is brick, windows are one-over-one replacement sash, and the front door is modern. The rear of the house has modern windows and door. House sits on a hill, with an alley to the rear. The original owners of this house appear to be James M. Byers, a plumber, and wife Odessa (1926 – 1938). Additional occupants have included Charles Lang, an auto mechanic, and wife Hattie (1939 – 1940); Warren P. Stokes, with J. F. Stokes & Son Awnings, and wife Estelle (1941 – 1951); Gus Woody, foreman with Robotyper Corporation, and wife Anna (1952 – 1955); and Dweel L. Summer, supervisor at General Baking Company, and wife Edith (1956 – 1957). (Sanborn maps; city directories)

#### 907 Highland Avenue. Storage. Non-contributing. Modern.

One-story concrete block storage building with a front-gable roof, exposed rafter ends, and a double-door.

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# 903 Highland Avenue. House. Contributing. ca. 1920. addition ca. 1960.

The main block of this one-story, front-gable-roof Craftsman bungalow has knee braces, exposed rafter ends, one-over-one windows, vinyl siding and a brick foundation. The attached front-gable porch has wood posts and a replacement balustrade. There is a large one-story-plus-basement rear addition with a front-gable roof, German siding, horizontal two-over-two windows, concrete block foundation and a garage beneath with an attached carport with a canvas roof. House is set on a hill, and there are stones placed into the hillside onto Ninth Avenue, the same as 904 Highland Avenue across the street. Occupants of this house have included Curtis F. Pittilla, driver for The Texas Company, and wife Ruby (1937 - 1938); Mrs. Edna Ramsell, clerk at McFarlan Food Shop (1939 – 1946); and Paul T. Moffitt, a taxi driver, and wife Marjorie (1948 – 1957). The current owner dates this house to 1945, but the same footprint building appears on the 1922 Sanborn. The addition dates after 1954. (Sanborn maps; city directories; owner information)

# 903 Highland Avenue. Storage Shed. Non-contributing. Modern.

One-story storage building has a front-gable roof and T-111 siding with a flush board door.

# 903 Highland Avenue. Carport. Non-contributing. Modern.

Free-standing canvas-roof carport with a metal frame.

# Locust Street East Side:

# 1024 Locust Street. Nicholas W. Lefeber House. Contributing. 1953.

This one-story, hip-roof Ranch house is of solid masonry construction, with stuccoed walls and wide soffits. A patio has been added at the front northwest corner, with thin metal poles holding up a cloth awning over a wood deck. There is one interior brick chimney and windows are one-over-one and picture. The house sits on a hill above the street, on a corner lot. Flat granite stones are placed into the hillside, as at 903 and 904 Highland Avenue. An inscription on the building dated August 15, 1953 notes that Nicholas W. Lefeber built the house. Lefeber was the manager of Flower Express Company. At one time, there was a bomb shelter on the south side of the house which was built into the hillside (Sanborn maps; city directories; owner information; inscription on house)

#### 1024 Locust Street. Carport/storage shed. Non-contributing. Modern.

There is a modern, free-standing metal carport/storage shed to the south side of the house, accessible from the alley.

# Vacant lot to southeast

# 1004 Locust Street. Walter Gazer House. Contributing. 1949.

This one-story, side-gable-roof, brick Ranch house has a modern shed-roof addition at the rear. The porch, on the north side, has a gable-roof supported by wood posts and a modern rail balustrade. There is an entry patio in front with an iron balustrade, and concrete steps with capped brick cheek walls. There is

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one central brick chimney, windows are one-over-one, foundation is brick, and door is five-light-overpanel. House sits high above the street, with a notable stone retaining wall at the front and flanking the stone steps which lead up to the house. This house first appears in the 1950 city directory, and on the 1954 Sanborn map. Walter Gazer, employed at Sherman's Sporting Goods, and wife Frances lived here from 1950 to at least 1957. (Sanborn maps; city directories)

# 1000 Locust Street. Jack Schulman House. Contributing. 1949.

This one-story, side-gable, brick Ranch house has a covered entry stoop with the shed-roof supported by metal posts and lattice. Gable ends and soffits are vinyl. There is a central brick chimney, windows are one-over-one and tripartite picture, and door is six-light-over-panel. There is a side-gable addition on the southeast, with a different brick than the main block of the house. This addition has an entry stoop and there are concrete steps and a sidewalk leading to it from the street. On this same side, there is a brick-capped concrete block wall. House sits high on a hill, on a corner lot, with a notable stone retaining wall in front and concrete steps up the hill to the central walkway. This house first appears in the 1950 city directory and on the 1954 Sanborn map. Jack Schulman, owner of a women's wear store, and wife Evelyn, lived here from 1950 to at least 1957. (Sanborn maps; city directories)

#### 1000 Locust Street. Carport. Non-contributing. Modern.

There is a modern free-standing metal carport at the rear, accessible from the rear alley.

#### 916 Locust Street. Joseph T. King House. Contributing. ca. 1920.

This two-story, gable-on-hip-roof house has weatherboard siding, exposed rafter ends, a one-story gabled wing on the north side with enclosed hip-roofed entry porch, a bay window on the northwest side, and a small deck added at the rear. The attached, wraparound, hip-roof porch has tapered columns and a twoby-two balustrade, and is partially enclosed on the north side. There is an interior brick chimney, foundation is cut stone, and windows are one-over-one. This house sits on one of the largest lots in the neighborhood, on a corner, with an alley at the rear. There is a notable cut stone retaining wall in front, and cut stone cheek walls on the steps from the street up to the house. Joseph T. King, owner of King Hardware Company, and wife Myrtle, lived here from 1937 to 1949. Myrtle H. King continued to live in the house from 1950 to at least 1957. Lucile King Bryson, daughter of Joseph and Myrtle King, lived in this house with husband Samuel until 2007 (Sanborn maps; city directories; owner information)

#### 916 Locust Street. Garage. Contributing. ca. 1920.

One-story, front-gable garage with German siding, double-doors, and a brick foundation.

#### 910 Locust Street. James P. Gregory House. Contributing. ca. 1925.

This one-story, front-gable-roof Craftsman bungalow has knee braces, and a clipped gable at the front. Porch has a replacement balustrade, posts on capped brick piers, and capped brick cheek walls framing the stairs from the sidewalk to the house. Cut stone steps and cheek walls run up the hillside in the front of the house. Foundation is brick, windows are nine-over-one, and front door is modern. There is a notable cut stone retaining wall below the house at the level of the street. James P. Gregory, a salesman at

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Hendersonville Auto Company, and wife Hattie, appear to be the first owners of the house, living there from 1926 to 1944. Additional occupants have included Pascal M. Camak, secretary of the Chamber of Commerce, and wife Helen (1945-1946); Dr. Walter W. Glazener, a vet, and wife Katherine (1948 – 1951); George H. and Martha Phelps (1952-1953); Benjamin E. Blackwell, a salesman at Pfunter-Vaughan Motors, and wife Ruth (1954-1955); and T. M. Blackwell, a salesman, and wife Axie (1956-1957). (Sanborn maps; city directories)

# 910 Locust Street. Garage. Contributing. ca. 1925.

One-story, front-gable garage with exposed rafter ends, double-doors, and German siding.

# 902 Locust Street. D. K. Cochran House. Contributing. ca. 1910.

This L-plan, one-story, cross-gable cottage has unpainted weatherboard siding, a full-width, shed-roof front porch with square posts outlined with rope (a modern change), turned balusters, brackets, brick piers infilled with concrete block, and one-over-one windows. There is a shed-roof modern addition in the juncture of the "L". The central brick chimney is partially stuccoed. House sits on a corner lot, on a hill, with an alley to the rear. Concrete steps lead from the street to the central concrete walkway, with concrete steps to the porch. Henderson County deeds, historic plats, and city directories date this house to ca. 1910, making it the earliest house in the neighborhood. According to deed records, Frank H. Wheeler, one of the developers of Wheeler Park, sold Lot #7 (corner of Locust Street and Ninth Avenue) to D. K. Cochran on August 27, 1910, the year that Wheeler Park was platted. The Cochran family apparently built the house soon after this, since it appears on the later Cold Spring Park plat as an existing residence. The Cochran family owned the property until April 25, 1978 when Hattie Mae Cochran Gregory (daughter of D. K. Cochran) and husband James Parker Gregory sold the property to their son James Parker Gregory Jr. Lucy A. Cochran, widow of D. K. Cochran, was still living in this house in the mid-1920s, according to city directories. Rose Jamison, a widow, lived in this house from 1937 to 1957 (Sanborn maps; city directories; owner information; Henderson County Deed Books 70, p. 154; 563, p. 255).

# 902 Locust Street. Storage/Garage. Contributing. ca. 1925.

This large, front-gable building with vertical flush board siding appears to have originally been a separate dwelling. The multi-panel door is partially covered and the single window opening is boarded over. Currently it is used for storage, and has a modern shed-roof, one automobile bay garage addition on the south side with weatherboard siding and a lift door.

# North Main Street, south side:

# 1116 N. Main Street. House. Contributing. ca. 1920.

This one-story-plus-basement, cross-gable Craftsman bungalow has a deck added at the rear. Building details include exposed rafter ends, stepped knee braces, weatherboard siding, an attached front-gable porch with paneled posts on capped brick piers and a replacement balustrade, and a modern door with an original multi-light transom. There is a double-shoulder exterior end brick chimney, paired, single, and

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triple eight-over-eight or eight-light casement windows, and the foundation is brick. House sits on a small lot with a large vacant lot to the east. Occupants of this house have included Homer A. Thompson, owner of Thompson's Soda & Sandwich Shop, and wife Rose (1937 – 1938); David O. Satterfield, a traveling salesman, and wife Sallie (1939-1940); Otis E. Stepp, a salesman, and wife Flora (1941 – 1942); Allen E. Brown, an insurance salesman, and wife Dorothy (1943-1944); James A. and Velma Lewis (1945-1946); Mrs. Lillie R. Johnson, widow and receptionist at Patton Memorial Hospital (1948-1951); Manuel G. Johnson, owner of Johnson's Stop & Shop, and wife Ellen (1952-1953); and A. Fernando Jones, a machinist, and wife Mamie (1954-1955). (Sanborn maps; city directories; owner information)

#### 1116 N. Main Street. Shed. Non-contributing. Modern.

One-story storage shed with a gable-roof and T-111 siding.

#### 1110 N. Main Street. Fred S. Justus House. Contributing. ca. 1925.

This one-story, cross-gable Craftsman bungalow has German siding, a cross-gable wraparound porch with paired and triple replacement posts and balustrade, and a rear porch which has been screened in. Foundation is brick, windows are vertical-four-over-one, and the multi-light front door is flanked by windows and has a transom. There is a central brick chimney. House sits on a small lot which slopes slightly to the rear. Fred S. Justus, owner of Justus Pharmacy, and wife Virginia lived here from 1937 through 1944. William Maurice Owens, manager at Dixie Home Stores, and wife Edith lived here from 1945 – 1951, and Harley F. Dotson, also a manager at Dixie Home Stores, and wife Pauline lived here from 1952 to 1957. (Sanborn maps; city directories)

#### 1104 N. Main Street. Apartments. Non-contributing. ca. 1990.

This modern two-story side-gable apartment building has vinyl siding, a carport wing on both sides, and a semi-circular drive. The center entry is recessed, with stairs leading to it from the northeast and southwest sides, the foundation is concrete block, windows are single-light casement and all doors are modern. The building is on a corner lot, set at an angle to N. Main Street. (Sanborn maps; city directories)

# 1016 N. Main Street. Thomas S. Justice House. Contributing. ca. 1945.

This one-story, side-gable, post-World War II house has a deck added at the southeast corner. House is covered with asbestos siding, there is a front exterior stone chimney with a single shoulder, foundation is stone with beaded mortar joints, and windows are vertical-three-over-one. The shed-roof front porch has square posts and a solid balustrade. The house sits at an angle to N. Main Street on a large corner lot. This house was originally an outbuilding built by the owners of 1033 Highland Avenue (#17). Thomas Justice was a surveyor like his father George W. Justice (Sanborn maps; city directories; owner information).

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Ninth Avenue East, North Side:

# 515 Ninth Avenue East. House. Contributing. ca. 1950.

This one-story, front-gable-roof Craftsman bungalow has an attached front porch with a clipped-gable roof and battered posts on capped brick piers. Siding is vinyl, windows are replacement sash, foundation is stuccoed, and door is modern. There is an interior brick chimney. House sits on a small level lot. This house does not appear in city directories until 1954, but the style of the house appears to be earlier. Herman H. Mehaffey, employed with the Southern Railway, and wife Ruth lived here from 1954 to 1955, and Odell Turbeville, a painter, and wife Rachel lived here from 1956 to 1957. (Sanborn maps; city directories; owner information)

# 515 Ninth Avenue East. <u>Carport.</u> Non-contributing. Modern.

Freestanding, modern metal carport is on the west side of the building.

#### 513 Ninth Avenue East. House. Contributing. ca. 1950.

This one-story, front-gable-roof Craftsman bungalow has vinyl siding, an attached hip-roof front porch with battered posts on capped brick piers, an interior brick chimney, and double vertical-three-over-one windows. There is also a picture window on the façade, a later change. Steps with capped brick cheek walls extend up on each side of the porch. House sits on a small level lot. This house, like 515 Ninth Avenue East, also first appears in city directories in 1954, but the building style appears to be much earlier. Mrs. Margaret McCall lived here from 1954 to 1955 and Arpley C. Horner, employed with General Electric, and wife Eunice lived here from 1956 to 1957. (Sanborn maps; city directories)

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#### SUMMARY

The Cold Spring Park Historic District in Hendersonville, Henderson County, North Carolina, is eligible for listing under Criterion A for its association with the community development of Hendersonville, North Carolina in the boom period of the 1920s and again in the late 1940s to early-1950s, providing housing for primarily middle class families. The district is also eligible under Criterion C as a significant collection of primarily Craftsman bungalows and Ranch houses dating from ca. 1910 to 1953, the period of significance. The context of the Cold Spring Park Historic District and its relationship to the development of the town of Hendersonville before 1929 are more fully documented in the Multiple Property Documentation Form, "Historic and Architectural Properties in Hendersonville, North Carolina: A Partial Inventory". Context 3, "Residential Development in Early Hendersonville, NC, 1879-1929" (Section E, pages 12-13), and Context 2, "Tourism Development 1879-1929" (Section E, pages 8-11), help to set the stage for development in the community at the time that the neighborhood saw its largest period of development. The buildings within Cold Spring Park belong to Property Type 3, "Residential Buildings" (Section F, page 6), and they meet the associated registration requirements (Section F, page 6). Post-1929 contextual information for the district is provided later in this nomination.

#### Historic Background and Community Planning Context

According to plat records, the area of Hendersonville that later developed as Cold Spring Park was originally laid out as Wheeler Park in 1910. Howard Caldwell was noted as the sales agent on the plat, and Justice & Son C.E. were the surveyors. The subdivision apparently did not develop to any large degree and was re-platted in 1921 as Cold Spring Park. At this time, only two houses appeared on the revised plat from the earlier Wheeler Park subdivision. The developers noted on the new plat are Justice, Lee, and Rector of Hendersonville. The only difference in the two plats is that Wheeler Park had several lots which extended to the south of Ninth Avenue (Lynn Street).

On the 1922 Sanborn map, there were only ten houses built in the neighborhood. By 1926, there were a total of twenty-three houses. The neighborhood kept developing through the 1940s and 1950s, with a total of thirty-three houses completed by 1954. Of the sixty-five lots laid out, many remained vacant or were absorbed as additional acreage for the houses that were built.

As industry expanded in Hendersonville in the 1920s, the need for housing close by also increased. Cold Spring Park followed this trend, doubling its number of houses between 1922 and 1926, and continuing to develop through the early 1950s. This trend mirrors the growth of the adjacent industrial area to the south of the neighborhood. In 1922, the two main industries located between Eighth and Ninth Avenues (Ninth Avenue being the southern boundary of the district) included Sanitary Laundry and Dry Cleaning Company and Hendersonville Lumber Company, which had greatly expanded its operations from 1912. By 1926, Ideal Laundry and the Coca-Cola Bottling Company had been added within this same area. By the late 1940s, Hendersonville Lumber had expanded and Ideal Laundry had been replaced by the Blue Ridge Cord Company, a cord braiding operation related to the textile industry. The Coca-Cola Bottling Company was also still in operation.<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> Sanborn Map Company. Hendersonville, North Carolina, 1912, 1922, 1926, and 1949.

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According to city directories from the 1930s, the residents of the neighborhood were working class primarily, with many of them working in industrial buildings such as the Coca-Cola Bottling Plant just south of the neighborhood, or at Southern Railway, also located to the south. Some occupants worked as insurance and automobile salesmen, carpenters, and painters. There were some business owners living in the neighborhood as well, including the owners of Camp's Flowers; Justus Pharmacy; Thompson's Soda & Sandwich Shop; King Hardware Company; Anders & Rector; and Shipman's Garage. One particularly significant resident was George W. Justice, a surveyor who not only helped develop this neighborhood, but was also the surveyor for almost every recorded plat in Hendersonville in the first two decades of the twentieth century.

The layout of Cold Springs Park is a typical grid plan which was often utilized in subdividing land at the turn of the century due to its ease of layout and conformity in size of lots. Lots are generally small and level with the street, with houses and outbuildings set back from the street ten to fifteen feet. Mature deciduous and evergreen trees and concrete sidewalks line most streets.

However, while Cold Spring Park is primarily a concentration of bungalows, it is similar in layout to the neighboring Hyman Heights/Mount Royal Historic District. Hyman Heights, like Cold Spring Park, was laid out in a grid fashion, unlike the Mount Royal portion of the Hyman Heights area and the Druid Hills Historic District to the northwest which were laid out in more curvilinear street patterns. Of these three neighborhoods, Druid Hills contains the widest variety of architectural styles and contains the most elaborate example of more high style architecture.

In contrast to the grid patterns of Cold Spring Park and Hyman Heights, the Mount Royal section which developed in 1923 is closer in design to that of Druid Hills, located to the northwest of the Hyman Heights/Mount Royal historic district. Mount Royal follows a curvilinear street layout which followed the steep terrain of this part of the neighborhood and includes a variety of lot sizes and triangular medians at intersections. All of these design elements in the Mount Royal section were part of the more "Olmstedian" approach to land planning which gained in popularity in the early part of the twentieth century. Stone retaining walls are visible throughout the subdivision of Mount Royal, apparently there from the beginning, since many appear to pre-date some of the later ca. 1950s houses. These same stone walls appear throughout the Cold Spring Historic District, indicating that the same landscape craftsmen may have been at work in both of these neighborhoods.

# Early Suburban Residential Development Context

In the multiple property nomination "Historic and Architectural Properties in Hendersonville, North Carolina: A Partial Inventory", the context for early suburban residential development was not included. However, the late nineteenth to early twentieth centuries in Hendersonville proved a tremendous boom time for speculative residential real estate development as it did in much of western North Carolina. The climate, the scenic beauty, and most importantly the arrival of the railroad to make the mountains much more accessible all were factors in drawing not only tourists but permanent residents to the mountains. Once the railroad arrived, nationally popular building styles and the materials to construct them became

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more readily available. Local brick and sawmills became even more important commercial enterprises for local businessmen. As the population of both year-round and summer residents began to grow, the need for housing became a top priority, providing new opportunities for many entrepreneurial real estate developers. As the automobile gained in popularity in the early twentieth century, additional opportunities arose for building homes further away from the core downtown area, creating true "suburbs". The west side of downtown Hendersonville developed early, with many farms being subdivided to meet the growing need for housing as the population grew.<sup>2</sup> O. E. Hedge developed the west side of town including Ehringhaus Street with many English Arts and Crafts style houses.<sup>3</sup>

The platting and development of Druid Hills, Hyman Heights, Mount Royal, and Cold Spring Park on the north side of town was no exception to this frenzy of speculative development. Hundreds of land areas were subdivided in the city and immediately to the north of town. Often, the initial purchasers of the lots from the developers were not the builders of the houses, but smaller investors who bought lots for purposes of a quick re-sale to those who later did in fact build the first homes. The goal for many was to "...sell at a profit before the next payment was due..."<sup>4</sup> A few of these subdivisions developed as platted, but others, especially those that began in the late 1920s after the economic bust, often only had roads laid out, but no houses built until after World War II or later.

One of the earliest of these planned subdivisions was Oakland Park (1890) developed by Mayor V. L. Hyman, son of John D. and Ellen Patton Hyman. The Columbia Park Land and Development Company, incorporated by H. S. Anderson, S. F. Wren, J. W. Streetman, and R. F. Burton, developed Columbia Park (1907-1908) which was planned as a large resort community. Some of it developed, but a large portion of the undeveloped land was later turned into Lenox Park in 1942 (Lenox Park Historic District, NR 2002).<sup>5</sup> (Columbia Park was contemporary with the development of Hyman Heights (1905), but was located to the southwest of the downtown area). Some of the other major subdivisions platted included Sunset Heights (1908); Hillside Park (1910); Annex Park (1913); Kanuga Lake (1913); the M. C. Toms Subdivision (1914); Lenox Park (1918); Dade-Olina Park (1923); Pine View Terrace (1923); Druid Hills (1923, Druid Hills Historic District, NR 2000); Mount Royal (1923, Hyman Heights/Mount Royal Historic District, NR 2001); Toms-Hill Park (1924); Laurel Park (1924-1927), one of the largest land developments to the west of downtown; Floralina (1925); Hollywoods (1925); Osceola Lake Park (1925); Forest Hills (1925); Chestnut Hill 1926); Laurel View (1926); Royal View park (1926); Sunset Hills 1926); Laurel Heights (1926); Central Park (1926); and Greater Druid Hills (1926).<sup>6</sup> By 1924, Hendersonville had eighty-nine real estate offices and 800 brokers. The 1926 population of the town was 10,000 with over 40,000 annual visitors who came to enjoy the mountain scenery, summer homes, and resorts which were prevalent all over western North Carolina. Many Florida investors owned property in

<sup>&</sup>lt;sup>2</sup>Mattson, Alexander and Associates, Inc., "History and Architecture of Hendersonville, North Carolina", December 16, 1996, p. 15.

<sup>&</sup>lt;sup>3</sup>Ibid.

<sup>&</sup>lt;sup>4</sup>"The Summer of 1925", <u>Times-News</u>, 15 January 1976.

<sup>&</sup>lt;sup>5</sup>Fain, James T., Jr. <u>A Partial History of Henderson County</u>, New York: Anno Press, 1980, p. 179.

<sup>&</sup>lt;sup>6</sup>Henderson County plat book records.

Cold Spring Park Historic District

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Hendersonville and as Florida began to see a major economic decline beginning in 1925, the speculative development and economy in Hendersonville also began a rapid decline beginning in 1926.<sup>7</sup> Most speculative land development stopped through most of the 1930s due to the Great Depression, but in 1933, the Hendersonville Country Club and golf course was developed on land that had originally been part of the Laurel Park subdivision, which never fully developed.<sup>8</sup> Subdivisions were again platted and developed after World War II, when the town experienced a small building boom due to a further increase in population.<sup>9</sup> Post World War II housing was also built as infill in older subdivisions. Subdivisions were developed into the 1950s and 1960s, but never again did the number of subdivisions exceed what happened in Hendersonville in the first two decades of the twentieth century.<sup>10</sup>

Of the above subdivision plats examined in courthouse records which developed on the north side of town, it appears that only, Mount Royal, Hyman Heights, Druid Hills, and Cold Spring Park fully developed as suburban neighborhoods, with the majority of homes built in the 1920s. Thirteen other neighborhoods from the same time period never developed at all. Several had roads constructed as shown on their plats, but only a handful of houses built from the 1920s. Most of the building of homes in these neighborhoods did not occur until the 1960s or later. Only Laurel Heights (1926), south of downtown, off the east side of Highway 25 south, experienced some development of simple bungalows dating from the 1920s to the 1930s.

Development in Hendersonville, as in the rest of western North Carolina, slowed considerably in the 1930s due to the Great Depression. Courthouse plat records for the county indicate there were only a handful of subdivisions platted in the 1930s, with most of these being in the mid to latter part of the decade.<sup>11</sup> However, in the latter part of the 1940s (post World War II) and on into the mid-1950s, Hendersonville experienced a second boom in development. Henderson County plat records indicate there were at least twenty new subdivisions platted in the 1940s and another twenty or so into the mid-1950s. It is not known how many of these actually developed, but most of them were located further out from the center of town since most of the closer neighborhoods had developed by this time. Due to the need for housing and the economic incentives (e.g. the GI Bill) after World War II, many vacant lots in the older subdivisions were infilled with newer housing so that the neighborhoods developed in the 1910s and 1920s often have several buildings within their boundaries dating from the late 1940s to 1950s. Cold Spring Park follows this pattern, as there were several vacant lots available in the earlier platted subdivision.

<sup>&</sup>lt;sup>7</sup>"History and Architecture of Hendersonville, North Carolina", p. 18.

<sup>&</sup>lt;sup>8</sup>Ibid, p. 22.

<sup>&</sup>lt;sup>9</sup><u>A Partial History of Henderson County</u>, p. 190. <sup>10</sup>Henderson County plat book records.

<sup>&</sup>lt;sup>11</sup> Henderson County plat record books. These subdivisions include the J. H. Maxwell Subdivision (1930); J. O.

Bell (1933); Jackson Park (1935); Karp's Corporation Subdivision (1936); Chestnut Hill (1939); and Balfour View (1939).

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# **Architecture Context**

In contrast to the Hyman Heights and Druid Hills Historic Districts, Cold Spring Park is a much smaller district in terms of numbers of properties. The Cold Spring Park Historic District consists primarily of Craftsman bungalow buildings, although the earliest building in the neighborhood is a simple L-plan cottage dating from ca. 1910 when Wheeler Park first developed and pre-dating the later re-platting of the area into Cold Spring Park. The other districts noted here contain examples of late Queen Anne, Gothic Revival, Shingle, Tudor Revival, Colonial Revival, Spanish Colonial Revival, Dutch Colonial Revival, Georgian Revival, and Italian Renaissance Revival, as well as later structures from the 1940s and 1950s, including some excellent examples of the Ranch style. Cold Spring Park is significant as being a neighborhood with smaller houses that provided housing for the middle classes, unlike the other 1920s neighborhoods on the north side of town which included many more high style houses for wealthier owners. The proximity of Cold Spring Park to the adjacent industrial areas to the south of the neighborhood provided housing for many of the employees of these businesses within walking distance, supporting this idea.

The Craftsman bungalows built in Cold Spring Park vary in terms of how much they are in keeping with the high style use of the style. Craftsman bungalows, commonly built nationally from 1905 to 1930, typically are one to one-and-one-half-stories, with either front or side-gable roofs, with porches often including details such as tapered posts on piers, solid balustrades, and an irregular floor plan. They made use of natural materials such as brick and stone, and Cold Spring Park is no exception to this stylistic feature.<sup>12</sup> Particularly notable bungalows include the **House** at 1024 Highland Avenue (ca. 1925), with its battered posts on brick piers, German siding, projecting purlins, exposed rafter ends, and vertical fourover-one windows; the House at 1015 Highland Avenue (ca. 1925) also with battered posts on capped brick piers, German siding, capped brick cheek walls flanking the central steps, diamond-pane windows, and a diamond-pane front door; and the George W. Justice House (1033 Highland Avenue, ca. 1925) with its one-and-one-half-story massing, dormers, exposed rafter ends, German siding, six-over-six and eight-over-eight windows, and French doors opening onto the porch.

The Ranch style, popular from ca. 1935 to 1975, typically was one story in height with a side-gable or hip-roof, and a long, linear floor plan. Often there was an attached garage wing or a garage beneath the house. Windows could be picture, multi-light, or double-hung. Most often there was an entry stoop or recessed entry.<sup>13</sup> There are several good examples of this style in the neighborhood, with the best of these being the William E. Jamison House (1023 Highland Avenue, 1950) with its long, low massing, garage wing, original asbestos siding, and multi-light casement and picture windows.

<sup>&</sup>lt;sup>12</sup> McAlester, Virginia, and Lee McAlester. <u>A Field Guide to American Houses</u>. New York: Alfred A. Knopf, 1984, p. 453. <sup>13</sup> Ibid. p. 479.

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Overall, the district retains a high degree of architectural integrity. Architectural changes within the district have included primarily the enclosing of porches, addition of artificial siding, and replacement of windows. Of the non-contributing buildings, only two of the six noted have had significant changes. The remaining are those that are outside the period of significance.

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Cold Spring Park Historic District

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# **BOUNDARY DESCRIPTION**

The boundaries for this nomination are indicated on the accompanying tax/sketch map, with a scale of 1" = 200'

#### **BOUNDARY JUSTIFICATION**

The boundaries of the district are the similar to those that were platted in 1910 and 1925 while excluding noncontributing properties at the edges of the historic plats in order to create a cohesive neighborhood of housing for middle-class workers at the nearby industries.

#### PHOTOGRAPHS

The following information applies to all photographs, except where noted.

Name of property:	Cold Spring Park Historic District Hendersonville Henderson County North Carolina
Photographer: Date of photos: Location of original negatives:	Sybil Argintar August 2007 Division of Archives and History One Village Lane Asheville, North Carolina 28803

- 1. Highland Avenue, view north
- 2. Locust Street, view northwest
- 3. N. Main Street, view northeast
- 4. 1015 Maple Street, view south
- 5. 1009 Maple Street, view southwest
- 6. 1034 Highland Avenue, view northeast
- 7. 910 Highland Avenue, view north
- 8. 1033 Highland Avenue, view northwest
- 9. 1015 Highland Avenue, view southwest
- 10. 1024 Locust Street, view east
- 11. 1004 Locust Street, view northeast
- 12. 916 Locust Street, view northeast
- 12. 910 Locust Street, view northeast
- 14. 910 Locust Street stone wall, view northwest
- 15. 1116 N. Main Street, view southeast
- 16. 1000 Highland Avenue, view northwest June 2008

Section 7, Item D.

Ordinance #\_\_\_\_

# AN ORDINANCE DESIGNATING PROPERTY KNOWN AS THE JAMES P. AND HATTIE GREGORY HOUSE (PIN 9569-70-9549) AS A LOCAL HISTORIC LANDMARK

Re: Local Historic Landmark Designation Property Owners: Norman Royo and Barbara M. Grosso File No: 25-02-LL

**WHEREAS**, pursuant to N.C. General Statutes Sections. 160D-942 and Chapter 28 of the Code of Ordinances of the City of Hendersonville, the City has the authority for designation of a local historic landmark; and

**WHEREAS**, Henderson County Tax Records for Parcels # 9569-70-9549, located at 910 Locust Street and known as the James P. and Hattie Gregory House, lists Norman Royo and Barbara Grosso as the property owners; and

**WHEREAS**, The property owners have caused to be made an investigation and report on the historic, architectural, and cultural significance of the buildings and property proposed for designation located at 910 Locust Street; and

**WHEREAS**, the North Carolina Department of Cultural Resources has reviewed and commented on the proposed designation; and

**WHEREAS**, a public hearing on the designation of Lenox Spring as a local historic landmark was held by the Hendersonville Historic Preservation Commission on June 18th, 2025 and the following findings were made:

a. The home was constructed between 1923-1925.

b. The James P. and Hattie Gregory House is a contributing structure in the Cold Spring Park National Register of Historic Places historic district.

c. The James P. and Hattie Gregory House is a well preserved example of a craftsman style home, with important craftsman architectural features; and

**WHEREAS**, a public hearing on the designation of Lenox Spring as a local historic landmark was held by the City of Hendersonville City Council on July 2<sup>nd</sup>, 2025 and approved an ordinance designating the .26 Acre site of the James P. and Hattie Gregory House as a Local Landmark; and

**WHEREAS**, the Hendersonville City Council has taken into full consideration all statements and information presented at its public hearing on July 2<sup>nd</sup>, 2025, and considered the recommendation of the Hendersonville Historic Preservation Commission after its public hearing held on June 18<sup>th</sup>, 2025, on the question of designating the property known as the James P. and Hattie Gregory House (PIN 9569-70-9549) as a local historic landmark.

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

Section 1. The findings set out above are hereby amending the adoption, and all of the property known as the James P. and Hattie Gregory House and located at and adjacent to 910 Locust Street, and further described in Exhibit A, is hereby designated as a local historic landmark pursuant to Part 942 Chapter 160D of the North Carolina General Statutes and Section 28 of the Code of Ordinances of the City of Hendersonville, and is subject to the conditions and restrictions set forth therein and below:

a. The main structure and associated outbuilding, the front cut stone wall, and the stone wall in the backyard, and all of the historic acreage currently associated with the parcel (.26 acres), shall not be demolished, materially altered, restored, or removed, nor any new structure built upon the lot without a Certificate of Appropriateness issued by the Hendersonville Historic Preservation Commission.

b. The Certificate of Appropriateness shall reference the Historic Preservation Commission Design Guidelines.

c. Any application for demolition of the home or the outbuilding shall require the waiting period set forth in Part 942 of Chapter 160D of the North Carolina General Statutes.

Section 2. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 3. All ordinances and clauses of ordinances in conflict herewith be and are hereby repealed, to the extent of such conflict.

Section 4. This ordinance shall be in full force and effect on the date of adoption.

Section 5. Violation of this ordinance shall be subject to the remedies set forth in Section 1-6 of the City Code, in addition to other remedies provided by law.

Adopted by the City Council at a meeting held on the  $2^{nd}$  day of July, 2025.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

# STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, \_\_\_\_\_\_, a Notary Public in Henderson County, State of North Carolina, do hereby certify that <u>Barbara G. Volk</u> in her capacity of <u>Mayor of the City of Hendersonville</u>; <u>Jill</u> <u>Murray</u>, in her capacity of <u>City Clerk</u> personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

#### Section 7, Item D.

# Exhibit A



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS



### CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY PLANNING DIVISION



SUBMITTER:	Sam Hayes – Planner II	MEETING DATE:	July 2 <sup>nd</sup> , 2025
AGENDA SECTION:	New Business	DEPARTMENT:	Community Development
TITLE OF ITEM:	Landmark Nomination – Lenox S	Spring (25-01-LL) – Sam	Hayes, Planner II

SUGGESTED MOTION(S):		
For Recommending Approval:	For Recommending Denial:	
I move City Council approve the adoption of an ordinance designating Lenox Spring (PIN 9568-55-1019) as a local historic landmark. [ADD, IF APPLICABLE, "WITH THE FOLLOWING MODIFICATIONS"]	I move City Council deny the adoption of an ordinance designating Lenox Spring (PIN 9568-55-1019) as a local historic landmark. For the following reasons: [INSERT REASONS FOR DENIAL].	

PROJECT/PETITIONER NUMBER:	25-02-LL
PETITIONER NAME:	Historic Preservation Commission Initiated
ATTACHMENTS:	1. Landmark Report

# **LENOX SPRING**

Hendersonville, North Carolina

Landmark Designation Report

Prepared by

Sybil H. Argintar Southeastern Preservation Services Asheville, North Carolina

June 27, 2024

#### Local Landmark Designation Report LENOX SPRING Hendersonville, North Carolina

#### NAME OF PROPERTY

Lenox Spring

#### NAME AND ADDRESS OF CURRENT PROPERTY OWNER

City of Hendersonville 160 Sixth Avenue East Hendersonville, NC 28792

PARCEL IDENTIFICATION NUMBER (PIN) 9568551019

#### LOCATION OF PROPERTY, LEGAL DESCRIPTION, NATIONAL REGISTER STATUS

The property is located at the corner of S. Whitted Street and Lennox Park Drive. See boundary map for the full legal boundaries. Deed Book 239, p. 216 also has a full legal description. The property is not listed on the National Register of Historic Places.

#### AD VALOREM TAX APPRAISAL

\$46,900.00

#### JUSTIFICATION OF LAND PROPOSED TO BE DESIGNATED

The boundary as shown on the accompanying maps includes all of the land historically associated with the spring, as shown on the historic plat (Henderson County Plat Book B, p. 252).

#### PROPERTY INCLUDED IN DESIGNATION AND BOUNDARY

The property included in the designation report is shown on the accompanying tax map.

#### DATES OF CONSTRUCTION

ca. 1917

#### PERIOD OF SIGNIFICANCE

ca. 1917 – ca. 1970

#### SUMMARY STATEMENT OF SIGNIFICANCE

Lenox Spring, with a period of significance of ca. 1917 – ca. 1970, dates from ca. 1917 when the surrounding Lenox Park was platted and developed by real estate developer F. A. Sumner. While the spring itself dates to ancient times, the stonework construction around the spring, complete with seating, along with stairs to the homes located on the hill above the springs, made Lenox Spring more accessible to both locals and summer visitors. The spring is important for its association with the tourism industry in Hendersonville, but also for its importance to local people who also "took the waters". The water was bottled at the source and shipped all over the southeast due to its reputation for medicinal properties. The City of Hendersonville purchased the spring in 1942 and created a public park, which it has remained until the present day. The spring continued to serve the local and visiting community of Hendersonville until 1970 when the spring itself was closed due to concerns over

potability of the water. In addition, the stone construction around the spring is a notable, intact landscape architectural feature of the property which is worthy of preservation.

#### LANDSCAPE ARCHITECTURAL DESCRIPTION

Lenox Spring is located within a park setting on a triangular-shape lot that is bordered on the north by Lennox Park Drive and on the east by South Whitted Street.<sup>1</sup> On the south side of Lennox Park Drive is a curved, paved parking area at the edge of the park delineated by concrete bollards. This curved parking area appears in a 1984 aerial view of the park, but it is not clear if the bollards are there at that time or not.<sup>2</sup> To the south and west of the park are additional residential lots. The easternmost two-thirds of the park lot is a flat, grassy area with a concrete sidewalk running along South Whitted Street. Lenox Spring is the only landscape feature in the park, and is located towards the rear, or west side of the lot, surrounded by woods on three sides. Just off the park boundary, to the south of the spring, are the remains of a stone staircase constructed of cut granite blocks with grapevine mortar joints. A portion of

<sup>2</sup>The 1984 aerial photo from Henderson County GoMaps appears to show that the fence is gone and the curved parking area has been built. It is unclear if the stone pillars are gone. In the deed to the city in 1942, the fence and stone entry piers are noted, so they did exist before the city purchased the property.



<sup>&</sup>lt;sup>1</sup> The spelling of Lenox Spring and Lenox Park is noted with one "n" in deeds, plats, documentary photos, and newspaper accounts including the early signage into the park. Some written documents refer to the area as "Lennox" (two "n's), specifically in Frank L. FitzSimons' *From the Banks of the Oklawaha*. He may have been referring to an earlier spelling but the nearby neighborhood, the spring, and the park are spelled as noted in this report. The fact that Lennox Park Drive uses an alternative spelling may be a reference to this earlier spelling. In an email to Sybil Argintar dated October 18, 2023, long-time resident LuAnn Welter also noted that the spring name to her knowledge has always been referred to as "Lenox".

the upper part of this staircase is gone, but it appears to have originally extended all the way up the hillside to the lots above the spring. To the east and west of the stairs there appears to be a stone retaining wall, but this is currently covered with vines. Historically these stairs served as access to the spring from the houses on the hill. While an important feature of the park that allowed access to the spring, this staircase is not currently part of the park property but remains as part of the lot to the southwest of the spring, 601 S. Whitted Street. A description of the park denotes that the boundary does not include these stairs. It is the desire of the City of Hendersonville to obtain either ownership or an easement to be able to include the stairs as part of the landmark designation at a future time.<sup>3</sup>

Lenox Spring is surrounded by a semi-circular cut granite stone wall, approximately five courses in height, with flush mortar joints. Set inside this wall is a semi-circular concrete seating area. This stonework dates from ca. 1917 – 1922, when the owner F. A. Sumner rebuilt portions due to some damage. The spring itself is set within a concrete area in front of the seating area and is presently covered by a metal grate, which was placed there by the city ca. 1970. Outside of the semi-circular area around the spring is a larger concrete area which is delineated by a lower retaining wall of the same cut granite stones with flush mortar joints, and approximately three courses in height. Along the east wall and wrapping around to the north and south sides of this section is a u-shaped low seating area with a concrete bench. On the north and south ends of this area are several concrete steps leading down to the spring and seating areas.

In the early 20<sup>th</sup> century, there was a streetcar line that ran to Lenox Spring Park. The Columbia Land Improvement Company was issued a street railway franchise in July 1909, which later passed to the Hendersonville Traction Company in 1911.<sup>4</sup> These companies owned and operated a a line that went "west on Seventh, south on Main Street to Second Avenue, west on Second to Washington, thence to First and west on Frist. There was a turnaround near Lennox Spring."<sup>5</sup> The line was discontinued in 1917 and in 1918 the Town Attorney directed the streetcar tracks from Main to the Park be taken up.<sup>6</sup> One track remains

Based on undated documentary photos, the park was delineated by a wood picket fence, with stone pillars of cut concrete block with grapevine mortar joints marking the entry at the corner of South Whitted and Lennox Park Drive. Between these pillars was a wood sign with "Lenox Spring, Welcome" painted on the cross members at the top. At the rear of the lot there was another wood sign painted with "Please Use But Don't Destroy" painted on the top cross member. These features are no longer present, but are noted in the 1942 deed to the city as being part of the property. It appears from the

<sup>&</sup>lt;sup>3</sup> Henderson County Deed Book 239, p. 216.

derson County Deed Book 239, p. 216. intersection of the West margin of Whitted Street, and the South margin of Palmette Avenue and runs thence from maid Beginning point with the curb on the west side of Whitted Street South 5° 38' East 107 feet to a point on said curb; thence North 68° 76' West (passing through a stake or point, which marks the Northeast corner of Let #21 in Block F. of the Lenox Park Subdivision as shown on a plat of record in Plat Book J, at page 93, of the Records of Plats for Henderson County, at 8 feet) 67.5 feet to a point in the South edge of the concrete sidewalk, at the Northeast corner of the bottom step of the stone steps leading up the hill in the rear of Lenox Spring; thence with the South edge of the said concrete sidewalk as follows: North 74° 47' West 75 feet; North 78° 35' West 25 feet; North 84° 32' West 37 feet, and South 86° 20' West 24.5 feet to a stake; thence leaving said sidewalk, crossing same and running North 12° 18' West 10 feet to a stake in the South margin of Palmetto Avenue; thence with said margin of said Avenue North 77° 42' East 222 feet to a point in same; thence with the arc of said Avenue North 77° 42' East 222 feet to a point in same; thence with the arc

<sup>&</sup>lt;sup>4</sup> Fain, James T., Jr. A Partial History of Henderson County. New York: Arno Press, A New York Times Company, 1980. p. 102.

<sup>&</sup>lt;sup>5</sup> Fain, James T., Jr. A Partial History of Henderson County, p. 102.

<sup>&</sup>lt;sup>6</sup> Fain, James T., Jr. A Partial History of Henderson County, p. 102.

above-noted aerial photo that the fence and possibly the stone pillars were gone by 1984. It is not known when the stairs were truncated at the top. The City of Hendersonville hopes to restore the fence and stone pillars as part of their stewardship of the property, along with the upper portion of the stairs if future ownership or easement is allowed.

#### HISTORIC SIGNIFICANCE

The history of Lenox Spring is tied directly to the history of Hendersonville as a popular tourist destination. Related to the advent of tourism as a major economic force in the town was the development of the railroad. While early visitors from the lowcountry of South Carolina made the trek up the mountain in the summers to the Flat Rock area of Henderson County prior to the railroad, it was access to rail transportation that drove the boom in tourism in the late nineteenth and early twentieth centuries. As early as the 1880s, the construction of the French Broad Valley Railroad was begun, with the goal being to connect Hendersonville and Brevard.

This construction was halted for a time, but by 1891 the rail line, then under the ownership of the Hendersonville and Brevard Railway, began operations. The line operated for a short time, but a trestle collapse over the French Broad River between Horse Shoe and Etowah shut the line down for a while. The line officially reopened on October 25, 1895, but was in financial trouble and was bought by the Transylvania Railroad Company, formed by Pittsburgh, Pennsylvania investors, in March 1899. Investors in the rail line knew it was located close to the Southern Railway routes from Spartanburg, South Carolina and had great potential not only for tourism but for the lumber industry in western North Carolina.<sup>7</sup> This company extended the line from Brevard to the development of Lake Toxaway, with stops including Hendersonville, Yale, Horse Shoe, Etowah, Blantyre Penrose, Davidson River, Pisgah Forest, Brevard, Selica, Cherryfield, Calvert, Rosman, Quebec, and Lake Toxaway. In the summer this rail line operated four passenger cars daily, some of which were private cars chartered by wealthy summer visitors. Southern Railroad bought the Transylvania Railroad Company line in 1906, which it continued to operate until 2002 (as Norfolk Southern beginning in 1982).<sup>8</sup>

It was during this boom in the tourism industry that the development of the Lenox Park subdivision came into being. F. A. Sumner, an Asheville, North Carolina resident and real estate developer originally from Spartanburg, South Carolina purchased for \$75,000 what was then platted as Columbia Park, Section 2, in Hendersonville, in 1917. It was noted in newspaper articles that Mr. Sumner "…intends making some big improvements on the property…".<sup>9</sup> Sumner developed many areas of Hendersonville as well as Asheville. Lenox Park, operating as the Hendersonville Development Company, platted the subdivision in March 1917.<sup>10</sup> It was bounded by Palmetto Avenue (now Lennox Park Drive) on the north, Hebron Street on the south, and South Whitted Street on the east. Within this tract was the current triangular-shaped lot noted as the "spring tract". Prior to this time the land was owned by Dr. W. D. Whitted. Dr. Whitted was a physician, druggist, and surgeon and was the first to practice medicine in Hendersonville.<sup>11</sup> For many years the spring was known as Whitted's Spring, and in addition to the

<sup>&</sup>lt;sup>7</sup> "Pittsburgh Capital". *Pittsburgh Commercial Gazette*. March 18, 1899.

<sup>&</sup>lt;sup>8</sup> <u>https://www.etowahncheritage.org/the-railroad</u> Accessed November 1, 2023.

<sup>&</sup>lt;sup>9</sup> "Observer Comments on the Sale of Columbia Park and Board of Trade Meeting", *The Hendersonville Visitor*, January 9, 1917.

<sup>&</sup>lt;sup>10</sup> Henderson County Plat Book B, p. 252 (formerly Plat Book 3, p. 93).

<sup>&</sup>lt;sup>11</sup> FitzSimons, Frank L. *From the Banks of the Oklawaha*, Hendersonville, North Carolina: Golden Glow Publishing Company, 1976, pp. 157-158.

medicinal qualities of the water there, the land was thought by the Cherokee to be sacred, and that "...those who drank the waters from the spring would be cured of all their pains and sicknesses..."<sup>12</sup>

The triangular-shaped lot designated on the Lenox Park plat as the "spring tract", was developed by Sumner. Under his ownership, Sumner, in April 1918, installed the steps "...from the Whitted spring to the top of the hill immediately in the rear of the spring. He is also building concrete walks and making other improvements around the spring...".<sup>13</sup> In May of 1918, Sumner continued to make improvements around the spring, including "...flights of stone and concrete steps from the rear of the spring to the street that comes around the top of the hill some distance above the spring...".<sup>14</sup> As Sumner completed his Lenox Park subdivision and the improvements to the spring, he noted publicly in March of 1919 that "...there was little doubt that this section would have more tourists during the coming summer than have ever before come here in a single season...".<sup>15</sup> Later that same year, towards the end of the summer, in August of 1919, the newspaper reported that "...hundreds of people have visited and drank water from Lenox park spring during the past sixty days...". People would approach from all directions, bringing with them some type of container to carry the water back with them. Individuals also drove up in automobiles to stop at the spring to drink. The spring had undergone great improvement by "...the removal of all loose earth from where the water comes up out of the crevices or the rocks and crushed stone filled in, so that when the water comes gushing through the crevices in the large rocks it strokes same into the basin which holds the water until it rises above the outlet which is through a channel cut in stone...". By this time a wall of concrete and stone had been built around the spring that provided seating to visitors while they drank the cool water. The spring was considered to be "....an asset of much value to the people residing in Lenox park and vicinity, especially to those who are unable to get ice, and to people who prefer good, pure spring water to well or city water. The water of this spring is said to provide medicinal properties of much value...".<sup>16</sup> Lenox Spring continued to be used by visitors and locals into the 1920s and beyond. As noted in newspaper accounts in July 1920, "...the big, bold spring in Lenox Park is being well patronized these hot days. It is estimated that 2000 people visited and drank of its pure, ice-cold waters Wednesday. And the owner estimates that at least 500 gallons of water are carried away from the spring each day, by people living in different sections of the city...". An ad for Lenox Park in August 1920 noted the lots still available for sale were "...close to the famous Lenox Park Springs, so well known to thousands...".<sup>17</sup>

Some of the stonework around the spring was rebuilt in May of 1922 by Sumner. Apparently a tree had disturbed the integrity of the rockwork around the spring, and new masonry was built "...around the entire inclosure [enclosure] around the spring...".<sup>18</sup> Soon after this, Sumner sold the remaining twenty vacant Lenox Park lots above the spring to P. L. Wright and A. R. Hanson, retaining ownership of the spring but allowing the new owners access. One lot, noted as "top of the hill" on the 1917 plat was sold by Wright and Hanson to W. W. Watt, a Charlotte businessman and owner of Southern Hardware

<sup>&</sup>lt;sup>12</sup>FitzSimons, Frank L. *From the Banks of the Oklawaha*, p. 157.

<sup>&</sup>lt;sup>13</sup> "Improving Lenox Park", French Broad Hustler, April 18, 1918.

<sup>&</sup>lt;sup>14</sup> Notice, *The Western North Carolina Times*, May 31, 1 918. A 2020 deed notes that the steps from the spring remain as part of the property at 601 S. Whitted Street..."it is understood that the warranties in this deed do not apply to so much of the stone stairway as it is included in this boundary..."

<sup>&</sup>lt;sup>15</sup> Notice, *The Western North Carolina Times*, March 21, 1919.

<sup>&</sup>lt;sup>16</sup> "Lenox Park Spring", *The Western North Carolina Times*, August 15, 1919.

<sup>&</sup>lt;sup>17</sup> "Lenox Park", *The Times-News*, August 20, 1920.

<sup>&</sup>lt;sup>18</sup> "New Rock Masonry is Built Around Spring at Lenox Park", *The News of Henderson County*, May 2, 1922.

Company. Watt built a Colonial Revival home on this lot, which no longer exists.<sup>19</sup> Sumner did eventually sell his interest in the spring to S. I. Depew and wife Mildred Depew of Broward County, Florida sometime before 1927. Depew then sold the spring property along with other lots in Lenox Spring to W. H. Anderson and T. H. Gentry of Clarendon County, South Carolina in October 1927.<sup>20</sup> A portion of these lands were then sold by W. H. Anderson and wife, E. T. Anderson, Mary G. Sprott and husband C. W. Sprott, and J. H. Gentry and wife Vera M. Gentry to the City of Hendersonville in 1942 for the formation of Lenox Park. Mention is also made in this deed of a plat surveyed by Howard B. Miller dated February 3, 1942, but to date this has not been located.<sup>21</sup> The City still retains ownership of the original "spring tract". The deed describes where the existing stone columns were located, with the beginning point of the property being "...eighteen feet from the exact center of the north stone column at the entrance to Lenox Spring, said column located about twenty feet southwest of the intersection of the west margin of Whitted Street and the south margin of Palmetto Avenue (now Lennox Park Drive). It is not known when the entry pillars and fence as shown in the undated documentary photos were torn down, but it is the intention of the City of Hendersonville to replace these.

Tourists were one of the largest groups who drank from the mineral waters at Lenox Spring. But the local community also drank the water, from the early days of the spring well into the late twentieth century. John Gibbs, who grew up in the neighborhood in the 1950s and 1960s remembers that local children would meet up there periodically, and they would get a drink from the spring. Families would gather at times for picnics in the park. He remembers that tourists would bring clear glass jugs to the springs and fill them. The city closed the spring sometime before 1970, citing that the water was no longer potable. John Gibbs also remembered other privately owned springs around Hendersonville, but Lenox Spring, during his lifetime, was a public park that was accessible to everyone.<sup>22</sup>

Lenox Spring was not the only spring in the Hendersonville area. The ancient geology of the mountains created an abundance of these mineral-rich springs, and when they were discovered, as Lenox Spring was, they were often marketed to locals and summer visitors to "take the waters". Several of these springs are known, including Lenox, Crystal Spring and Basin Spring in Laurel Park, and Poinsett Spring near Saluda.<sup>23</sup> Crystal Spring opened in Laurel Park in 1909, and was accessible to the public. Basin Spring was privately owned, but was open for visitors and was used by many at summer dinners served right by the spring.<sup>24</sup> Of these, it appears that only Lenox and Crystal Spring are extant. Crystal Spring is located on Crystal Spring Drive. The spring, denoted by a historic marker, remains, as does the arched stone covering, wall, and rocky, moss-covered hillside. Originally there was a "dummy line" rail that extended up the hill into Laurel Park where there was a lookout tower, but this no longer exists. Lenox Spring was also privately owned until 1942, but was accessible to all as was Crystal Spring. The waters from Lenox Spring were bottled and shipped via rail all over the southeast because of its healing properties.<sup>25</sup> It is only in recent years that the spring itself has been covered over by a metal grate so that access is no longer available to the local community. Of the numerous springs in the area, Lenox

<sup>&</sup>lt;sup>19</sup> "Wright and Hanson Buy Lenox Park", *The News of Henderson County*, June 23, 1922. No mention is made about the wood picket fence around the perimeter of the park being constructed by Sumner. It is possible this is something the City built when the purchased the property in 1942.

<sup>&</sup>lt;sup>20</sup> Henderson County Deed Book 175, p. 503.

<sup>&</sup>lt;sup>21</sup> Henderson County Deed Book 239, p. 216.

<sup>&</sup>lt;sup>22</sup> Gibbs, John. Neighborhood resident. Phone interview with Sybil Argintar, November 9, 2023.

<sup>&</sup>lt;sup>23</sup> Welter, LuAnn. Email to Sybil Argintar, October 18, 2023.

<sup>&</sup>lt;sup>24</sup> Society notice. *The Western North Carolina Times*. July 21, 1905.

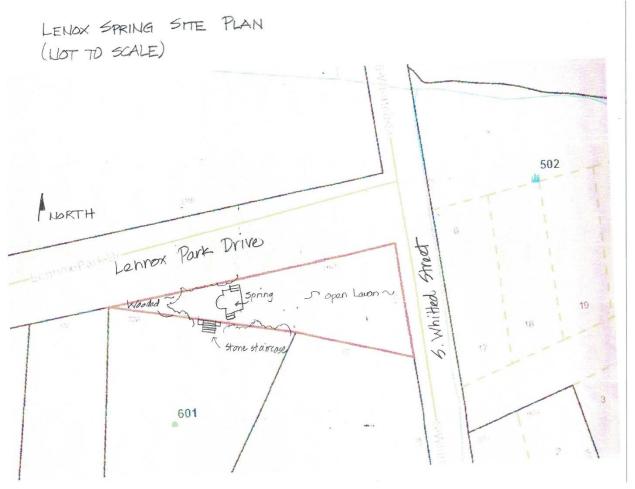
<sup>&</sup>lt;sup>25</sup>Fizsimmons, Frank L. *From the Banks of the Oklawaha*, p. 158.

Spring and Crystal Spring were the most popular, being regularly visited by both locals and summer visitors.

#### INTEGRITY

Lenox Spring retains a great deal of integrity in regards to setting, location, workmanship and historic context. The spring remains within the historic setting where it was first developed for use by local people and summer visitors. The stonework around the spring remains as it was originally, with the only exception being that the spring waters are covered by a metal grate for public safety purposes. While the original wood picket fence and stone entry posts are gone, it is the intention of the City of Hendersonville to restore those based on historic photos. The stone steps which lead from the spring up the hill to the adjacent property at the southwest boundary are also mostly intact, including the granite piers with grapevine mortar joints and what appears to be stone retaining walls which are currently covered by vegetation. While the steps are not part of the park boundary as shown in this designation report, based on deed records and historic photos of the park and spring, they were likely constructed at the same time as the stonework at the entry to the park by the same stonemasons. These steps tell part of the story of the construction of the spring and access to the springs from the adjoining neighborhood, and the City of Hendersonville is working towards obtaining an easement or other legal ownership of these stairs so they can be included in the designation. Even if this does not happen, the construction technique of these stairs can be used as a guide for the reconstruction of the entry piers.

#### SITE PLAN



PHOTOS



1. Intersection of Lennox Park Drive and S. Whitted Street at Lennox Park, view south



2. View towards Lennox Park, spring to rear, view southwest



3. View towards Lenox Spring, view west



4. Approximate location of original stone pillars at entrance to park and springs



5. Trees along southwest edge of park, view southwest



6. Lenox Spring and stonework, view southwest



7. Close-up view of stonework surrounding spring, grate covers spring



8. Lenox Spring stonework, view southeast



9. Lenox Spring stonework, view northwest



10. Stone staircase at southwest edge of property, view southwest. Metal bar at bottom of photo is possibly part of the original streetcar tracks



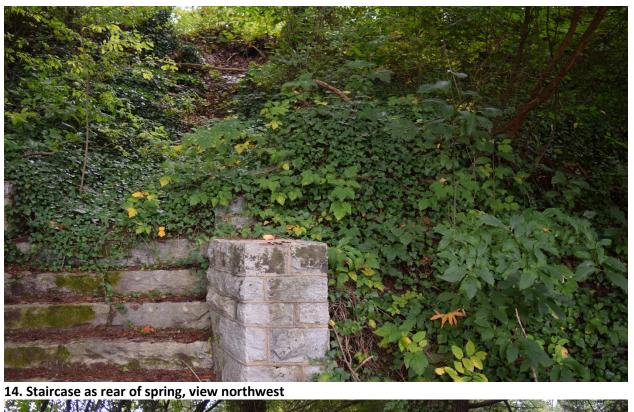
11. Close-up view of stonework on staircase, granite with beaded mortar joints



12. View of stairs, cheek walls, and hillside, view southwest



13. Staircase at rear of spring, view southeast



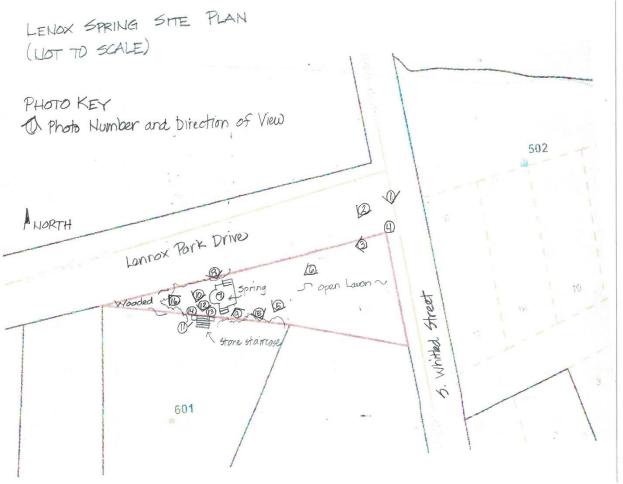


15. Woods to southeast of stairs, view southeast



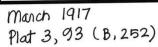
16. Additional view of woods to northwest of spring, view northwest

#### РНОТО КЕУ





#### DOCUMENTARY PHOTOS AND OTHER MATERIALS



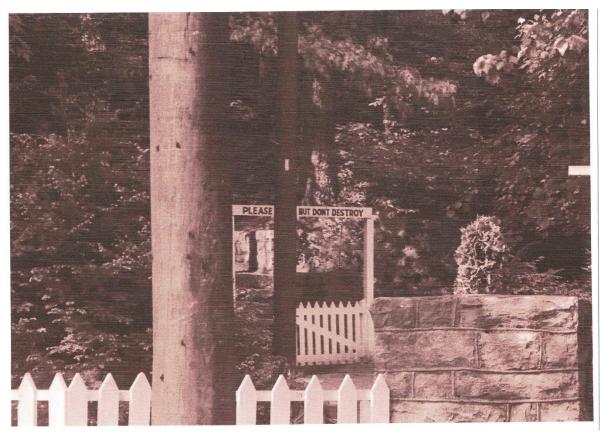
Lenox Park Historic Plat showing "spring tract"



Lenox Spring Documentary Photo, date unknown, extent of fence shown



Lenox Spring Documentary Photo, date unknown, details of entry, piers, fence, and wall at spring



Lenox Spring Documentary Photo, date unknown. Details of stone steps at rear.



Crystal Spring and stonework, view southwest

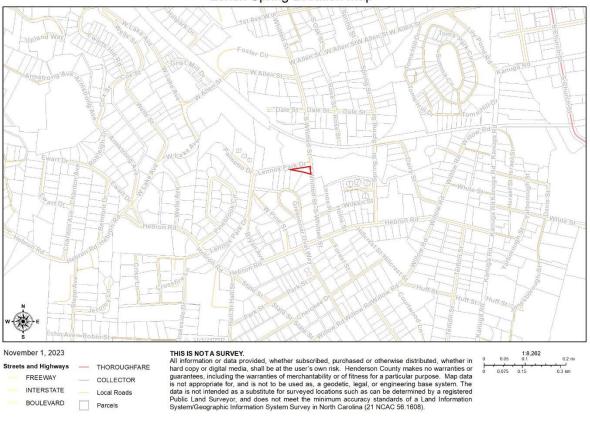


Crystal Spring, view of cascading spring, view southwest

#### MAPS (AERIAL AND CONTEXT VIEW W/O AERIAL)



Lenox Spring Boundary Map



Lenox Spring Location Map

#### BIBLIOGRAPHY

FitzSimons, Frank L. *From the Banks of the Oklawaha*. Hendersonville, North Carolina: Golden Glow Publishing Company, 1976.

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Gibbs, John. Neighborhood resident. Phone interview with Sybil Argintar, November 9, 2023.

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"Improving Lenox Park". French Broad Hustler, April 18, 1918.

"Lenox Park". The Times-News, August 20, 1920.

"Lenox Park Spring". The Western North Carolina Times, August 15, 1919.

"New Rock Masonry is Built Around Spring at Lenox Park". The News of Henderson County, May 2, 1922.

Notice. The Western North Carolina Times, May 31, 1918.

Notice. The Western North Carolina Times, March 21, 1919.

"Observer Comments on the Sale of Columbia Park and Board of Trade Meeting", *The Hendersonville Visitor*, January 9, 1917.

"Pittsburgh Capital". Pittsburgh Commercial Gazette. March 18, 1899.

Society notice. The Western North Carolina Times. July 21, 1905.

Welter, LuAnn. Email interview with Sybil H. Argintar, October 18, 2023.

"Wright and Hanson Buy Lenox Park". The News of Henderson County, June 23, 1922.

Section 7, Item E.

Ordinance #\_\_\_\_-

#### AN ORDINANCE DESIGNATING PROPERTY KNOWN AS LENOX SPRING (PIN 9568-55-1019) AS A LOCAL HISTORIC LANDMARK

Re: Local Historic Landmark Designation Property Owner: City of Hendersonville File No: 25-01-LL

**WHEREAS**, pursuant to N.C. General Statutes Sections. 160D-942 and Chapter 28 of the Code of Ordinances of the City of Hendersonville, the City has the authority for designation of a local historic landmark; and

**WHEREAS**, Henderson County Tax Records for Parcels # 9568-55-1019, located on Lennox Park Drive and known as Lenox Spring, lists the City of Hendersonville as the property owners; and

**WHEREAS**, The property owners have caused to be made an investigation and report on the historic, architectural, and cultural significance of the buildings and property proposed for designation located at/adjacent to Lennox Park Drive; and

**WHEREAS**, the North Carolina Department of Cultural Resources has reviewed and commented on the proposed designation; and

**WHEREAS**, a public hearing on the designation of Lenox Spring as a local historic landmark was held by the Hendersonville Historic Preservation Commission on June 18th, 2025 and the following findings were made:

a. With stone structures first constructed around Lenox Spring in 1917, the spring is one of the few remaining springheads in City limits.

b. Lenox Spring is significant for its association with Hendersonville's tourist and social history,

c. Lenox Spring is significant in the area of cultural history for its connection to the tourism industry in early 20<sup>th</sup> century Hendersonville; and

**WHEREAS**, a public hearing on the designation of Lenox Spring as a local historic landmark was held by the City of Hendersonville City Council on July 2<sup>nd</sup>, 2025 and approved an ordinance designating the .18 Acre site of Lenox Spring as a Local Landmark; and

**WHEREAS**, the Hendersonville City Council has taken into full consideration all statements and information presented at its public hearing on July 2<sup>nd</sup>, 2025, and considered the recommendation of the Hendersonville Historic Preservation Commission after its public hearing held on June 18<sup>th</sup>, 2025, on the question of designating the property known as Lenox Spring (PIN 9568-55-1019) as a local historic landmark.

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

Section 1. The findings set out above are hereby amending the adoption, and all of the property known as Lenox Spring and located at and adjacent to Lennox Park Drive, and further described in Exhibit A, is hereby designated as a local historic landmark pursuant to Part 942 Chapter 160D of the North Carolina General Statutes and Section 28 of the Code of Ordinances of the City of Hendersonville, and is subject to the conditions and restrictions set forth therein and below:

a. The stone structures and all of the historic acreage currently associated with the parcel (.18 acres), shall not be demolished, materially altered, restored, or removed, nor any new structure built upon the lot without a Certificate of Appropriateness issued by the Hendersonville Historic Preservation Commission.

b. The Certificate of Appropriateness shall reference the Historic Preservation Commission Design Guidelines.

c. Any application for demolition of any stone structure shall require the waiting period set forth in Part 942 of Chapter 160D of the North Carolina General Statutes.

Section 2. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 3. All ordinances and clauses of ordinances in conflict herewith be and are hereby repealed, to the extent of such conflict.

Section 4. This ordinance shall be in full force and effect on the date of adoption.

Section 5. Violation of this ordinance shall be subject to the remedies set forth in Section 1-6 of the City Code, in addition to other remedies provided by law.

Adopted by the City Council at a meeting held on the 2<sup>nd</sup> day of July, 2025.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

#### STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

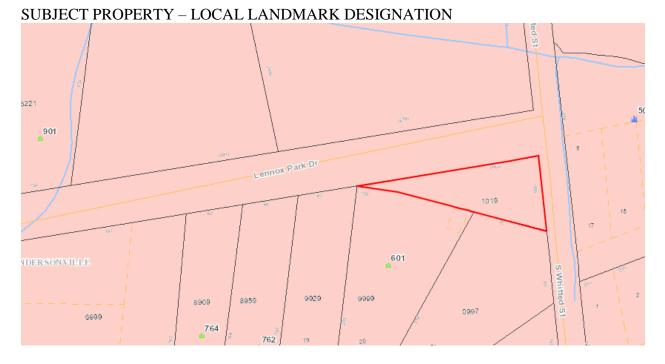
I, \_\_\_\_\_\_, a Notary Public in Henderson County, State of North Carolina, do hereby certify that <u>Barbara G. Volk</u> in her capacity of <u>Mayor of the City of Hendersonville; Jill</u> <u>Murray</u>, in her capacity of <u>City Clerk</u> personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

#### Section 7, Item E.

#### Exhibit A



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

#### 573



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Sam Hayes	MEETING DATE:	July 2 <sup>nd</sup> , 2025
AGENDA SECTION:	New Business	DEPARTMENT:	Community Development
TITLE OF ITEM:	Annexation: Analysis and Advis Sam Hayes, Planner II	ement-412 McMurra	y Road (25-42-ANX) –

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

For Directing Staff to Move Forward with The Annexation Review Process:	For Directing Staff to Not Move Forward with The Annexation Review Process:
I move Council direct staff to move forward in reviewing the annexation petition submitted by CDP Acquisitions LLC.	I move Council direct staff to <u>not</u> move forward in reviewing the annexation petition submitted by CDP Acquisitions LLC. The subject property will remain under Henderson County's zoning jurisdiction.
	I further move that City sewer service
	1. Can be extended to the subject property.
	OR
	2. Cannot be extended to the subject property.
[DISCUSS & VOTE]	[DISCUSS & VOTE]

#### **SUMMARY:** *File* # 25-22-ANX

The City of Hendersonville has received a petition from CDP Acquisitions LLC for a satellite annexation of PIN 9588-32-9376 located at 412 McMurray Road that is approximately 14.22 acres. Please refer to the attached maps for additional information.

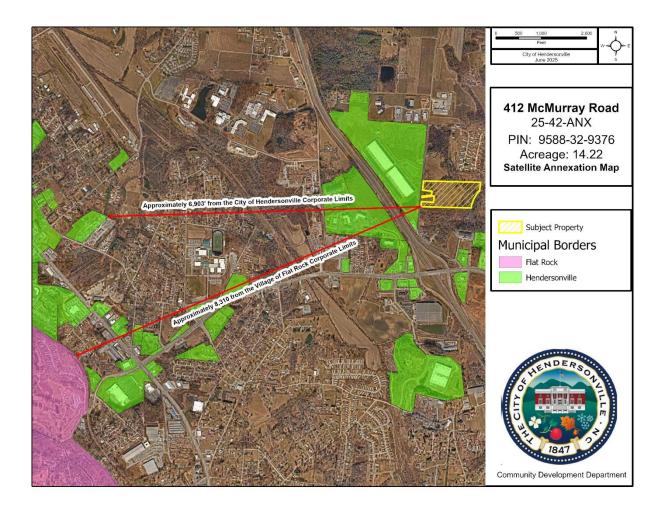
<b>PROJECT/PETITIONER NUMBER:</b>	• 25-42-ANX

PETITIONER NAME:	CDP Acquisitions LLC
ATTACHMENTS:	<ol> <li>Annexation Analysis</li> <li>Annexation Application</li> </ol>

# 412 McMurray Road-Annexation Analysis

# **Proposed Development Concept:**

- 1. Multi-family
- 2. PIN: 9588-32-9376
- 3. 14.22 acres



# City and County Comprehensive Plan Analysis



Example of a "agricultural/rural" development presented in the Henderson County 2045 Comprehensive Plan.



Example of "mixed use employment" development presented in the City of Hendersonville Gen H Comprehensive

Henderson County 2045 Comprehensive Plan Future Land Use Designation: **Agricultural/Rural.** 

The City of Hendersonville's Gen H Plan Future Land Use Designation: **Mixed Use Employment.** 

- a. The Henderson County 2045 Comprehensive Plan the preservation of natural resources and rural character.
- b. The City of Hendersonville's Gen H Comprehensive Plan encourages a mix of employment uses including office, light industrial, and institutional buildings with multiple stories.
- c. The Henderson County 2045 Comprehensive Plan specifies that these areas are where existing agriculture is active and where changes would drastically alter the rural landscape.
- d. The City of Hendersonville's Gen H Comprehensive Plan locates Mixed Use Commercial at certain nodes such as near the I-26 Upward Road and Four Seasons Blvd exits and along Spartanburg Highway and Asheville Highway corridors.

- e. The Henderson County 2045 Comprehensive Plan denotes that Community Center areas have a maximum allowable density of one unit per acre and environmentally sensitive areas will have a maximum allowable density of one unit per five acres.
- f. The City's comprehensive plan encourages traditional workspaces and residential to create a walkable area for live, work, and play.
- g. The Henderson County 2045 Comprehensive Plan states that utility access will vary.
- h. The City of Hendersonville's Gen H Comprehensive Plan states that formal and informal parks and green spaces connected by trails will be integrated into the developments.

# **Zoning Analysis**

Henderson County Industrial (I)

- 1. Allowable Uses: Personal storage structure, childcare facility, fuel pump, manufacturing and production operations.
- 2. Residential is not a use in this district.

City of Hendersonville Industrial (CHMU)

- 1. The applicant did not request a zoning district, however, staff recommends zoning to **Commercial Highway Mixed Use.** CHMU allows for many uses, including "residential multi-family," as well as a variety of other commercial businesses.
- 2. CHMU caps the number of residential units per acre depending on the required open space. The greater the provided open space, the more units per acre are allowed. The max density for CHMU is 12 units per acre with 60% open space.
- 3. The other properties in the vicinity annexed into the city are Highway Business C-3 and CHMU.
  - a. The adjacent uses include a gas station/convenience store, fast food restaurants, ABC Store, and two hotels.

# Staff Notes

 The project appears to be in general alignment with the City of Hendersonville's Gen H Comprehensive Plan, however, is not in alignment with Henderson County's 2045 Comprehensive Plan vision for the area.

- 2) The proposed use aligns with the City future land use designations for the area, however, in its proposed form is not in alignment with the County future land use designation.
- 3) The proposed use would require a rezoning in the County.
- 4) The proposed use would be allowed through a conditional zoning district in the City.

# **Annexation Options**

- 1) Annexation into the City of Hendersonville with sewer provided:
  - a. Project proceeds as presented under CHMU zoning district.
  - b. Project proceeds as presented under County zoning district (would require a rezoning).
- 2) No annexation required but city sewer provided:
  - a. Project proceeds as presented and would require a rezoning by the County.
- 3) No annexation with no city sewer provided:
  - a. Project proceeds as presented and would require a rezoning by the County.



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Adam Murr	MEETING DATE:	07/02/2025
AGENDA SECTION:	NEW BUSINESS	<b>DEPARTMENT:</b>	Administration
TITLE OF ITEM:	2025 Water & Sewer Revenue Bo Director	ond Order – Adam Mur	r, Budget & Evaluation

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

I move City Council approve the Bond Order authorizing the issuance of not to exceed \$11,500,000 City of Hendersonville, North Carolina Water and Sewer System Revenue Bonds, Series 2025; authorizing the approval, execution, and delivery of various documents in connection with the issuance of such 2025 bonds; providing for the sale of the 2025 bonds; and providing for certain other matters in connection with the issuance, sale, and delivery of the 2025 bonds – as presented.

#### SUMMARY:

The City of Hendersonville has determined it is necessary and desirable to finance certain water and sewer system improvements related to the following projects: (1) the Water Treatment Facility 15 Million-Gallon/Day (MGD) Expansion project, (2) a portion of the Biosolids Thermal Dyer project, (3) the Wastewater Treatment Facility Residuals Storage project, (4) the Mills River Intake Scour System project, (5) the NCDOT Highland Lake Road project, (6) the CCTV Truck Acquisition project, and (7) the 110 Williams Street Water and Sewer Expansion project ("the projects"). The City intends to complete a public sale debt issuance not to exceed \$11,500,000 to support the projects. The City is <u>not required</u> by general statute to hold a public hearing for revenue bond issuances.

Staff recommends the City Council adopt the attached bond order/approving resolution, drafted by Special/Bond Counsel, Parker Poe Adams & Bernstein, LLP.

**BUDGET IMPACT:** \$11,500,000

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

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

#### **ATTACHMENTS:**

BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$11,500,000 CITY OF HENDERSONVILLE, NORTH CAROLINA WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2025; AUTHORIZING THE APPROVAL, EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH 2025 BONDS; PROVIDING FOR THE SALE OF THE 2025 BONDS; AND PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE 2025 BONDS ("Bond Order").

#### #R-25-\_\_

#### BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$11,500,000 CITY OF HENDERSONVILLE, NORTH CAROLINA WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2025; AUTHORIZING THE APPROVAL, EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH 2025 BONDS; PROVIDING FOR THE SALE OF THE 2025 BONDS; AND PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE 2025 BONDS

**WHEREAS**, the City of Hendersonville, North Carolina (the "*City*") is authorized by the State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 *et seq.* (the "*Act*"), to issue, subject to the approval of the Local Government Commission of North Carolina (the "*LGC*"), at one time or from time to time, revenue bonds of the City for the purposes as specified in the Act;

**WHEREAS**, the City has previously issued its water and sewer system revenue bonds under the terms of a General Trust Indenture dated as of December 1, 2019 (the "*General Indenture*") between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the "*Trustee*");

**WHEREAS**, the City has determined to issue its Water and Sewer System Revenue Bonds, Series 2025 (the "2025 Bonds") in a principal amount not to exceed \$11,500,000 under the General Indenture and Series Indenture, Number 4 (the "Series Indenture") between the City and the Trustee, to provide funds to (1) finance improvements to the City's water and sewer system, including, without limitation (a) the replacement, improvement and maintenance of water and sewer mains, pipes and pump stations, (b) the expansion and improvement of its Water Treatment Facility to provide additional capacity to its residents and businesses, (c) the construction of the Wastewater Treatment Biosolids Thermal Dryer, (d) improvements to a water intake scour system, (e) payments to the North Carolina Department of Transportation related to improvements to Highland Lake Road of certain city-owned water and sewer lines completed by the North Carolina Department of Transportation and (f) the acquisition of a CCTV inspection truck (collectively, the "2025 Projects") and (2) to pay the costs of issuing the 2025 Bonds;

**WHEREAS**, the City Council adopted an initial resolution on May 1, 2025 authorizing the City to file with the LGC an application for the approval and private sale without advertisement of the 2025 Bonds in accordance with Section 159-85 of the General Statutes of North Carolina, as amended, and the LGC approved the application of the City at its July 1, 2025 meeting for the issuance of the 2025 Bonds;

**WHEREAS**, the City and the LGC have arranged for the private sale without advertisement of the 2025 Bonds to Robert W. Baird & Co., Incorporated (the "*Underwriter*"), under the terms of a Bond Purchase Agreement to be dated as the date of delivery thereof (the "*Purchase Agreement*") among the LGC, the Underwriter and the City, pursuant to which the City and the LGC will sell the 2025 Bonds to the Underwriter in accordance with the terms and conditions set forth therein; and

*WHEREAS*, copies of the forms of the following documents relating to the transactions described above have been or will be filed with the City and are available to the City Council:

- (1) the General Indenture;
- (2) the Series Indenture;
- (3) the Purchase Agreement; and

(4) a Preliminary Official Statement (the "*Preliminary Official Statement*") with respect to the 2025 Bonds, which after the inclusion of certain pricing and other information will become the final Official Statement (the "*Official Statement*") relating to the 2025 Bonds.

#### NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA, AS FOLLOWS:

*Section 1.* The 2025 Bonds are hereby authorized and will be issued pursuant to the Act, the General Indenture and the Series Indenture to raise the money required, in addition to any funds which may be made available for such purpose from any other source, to (1) finance the 2025 Projects and (2) pay the costs of issuing the 2025 Bonds. The use of the proceeds of the 2025 Bonds, as described, is necessary to meet the demands of the users of the City's Water and Sewer System (as defined in the General Indenture).

*Section 2.* The aggregate principal amount of the 2025 Bonds authorized by this order will not exceed \$11,500,000. The 2025 Bonds hereby authorized will be a special obligation of the City, secured by and paid solely from the proceeds thereof or from revenues, income, receipts and other money received or accrued by or on behalf of the City from or in connection with the operation of the City's Water and Sewer System.

*Section 3.* The City's issuance of the 2025 Bonds, in substantially the form to be set forth in the Series Indenture, is hereby in all respects approved and confirmed, and the provisions of the General Indenture and the Series Indenture with respect to the 2025 Bonds are hereby approved and confirmed and are incorporated herein by reference. The proceeds from the sale of the 2025 Bonds will be deposited in accordance with the Series Indenture.

The principal of, premium, if any, and interest on the 2025 Bonds will not be payable from the general funds of the City, nor will the 2025 Bonds constitute a legal or equitable pledge, charge, lien or encumbrance upon any of its property or upon any of its income, receipts or revenues except the funds which are pledged under the General Indenture. Neither the credit nor the taxing power of the State of North Carolina or the City are pledged for the payment of the principal of, premium, if any, purchase price or interest on the 2025 Bonds, and no holder of the 2025 Bonds has the right to compel the exercise of the taxing power by the State of North Carolina or the City or the forfeiture of any of its property in connection with any default thereon.

*Section 4.* The form and content of the Series Indenture, including the exhibits thereto, are hereby in all respects approved and confirmed. The Mayor, the City Manager, the Assistant City Manager, the City Attorney, the Finance Director and the City Clerk, including anyone serving as such in an interim capacity, and their respective designees (collectively, the "*Authorized Officers*"), are hereby authorized, empowered and directed, individually or collectively, to execute and deliver the Series Indenture for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the City Council's approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Series Indenture, the Authorized Officers are hereby authorized, empowered and directed, individually or collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the General Indenture and the Series Indenture as executed. The Trustee is hereby appointed as Registrar and Paying Agent under the Series Indenture.

*Section 5.* The 2025 Bonds will be sold to the Underwriter pursuant to the terms of the Purchase Agreement. The form and content of the Purchase Agreement are in all respects approved and

confirmed, and the Authorized Officers are hereby authorized, empowered and directed to execute and deliver the Purchase Agreement for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the City's approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Purchase Agreement, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed.

*Section 6.* The form, terms and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the use of the Preliminary Official Statement and the Official Statement by the Underwriter, in connection with the sale of the 2025 Bonds with investors is hereby in all respects authorized, approved and confirmed. The Mayor, City Manager, the Assistant City Manager and the Finance Director of the City are hereby each authorized, empowered and directed to deliver the Official Statement for and on behalf of the City in substantially the form and content of the Preliminary Official Statement presented to the City Council but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate.

*Section 7.* The City Manager, the Assistant City Manager and the Finance Director of the City, or their respective designees, are each hereby authorized to execute a tax certificate to comply with Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder.

*Section 8.* No stipulation, obligation or agreement contained in this Bond Order or contained in the 2025 Bonds, the General Indenture, the Series Indenture, the Purchase Agreement, or any other instrument related to the issuance of the 2025 Bonds is a stipulation, obligation or agreement of any officer, agent or employee of the City in his or her individual capacity, and no such officer, agent or employee is personally liable on the 2025 Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

*Section 9.* The Authorized Officers are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by (1) this Bond Order, (2) the General Indenture, (3) the Series Indenture and (4) the Purchase Agreement (collectively, the "*Instruments*"), except that none of the above is hereby authorized or empowered to do anything or execute any document which is in contravention, in any way, of (a) the specific provisions of the Instruments, (b) any agreement to which the City is bound, (c) any rule or regulation of the City or (d) any applicable law, statute, ordinance, rule or regulation of the United States of America or the State of North Carolina.

*Section 10.* The Authorized Officers are hereby authorized, empowered and directed to prepare and furnish, when the 2025 Bonds are issued, certified copies of all the proceedings and records of the City Council relating to the 2025 Bonds, and such other affidavits, certificates and documents as may be required to show the facts relating to the legality and marketability of the 2025 Bonds as such facts appear on the books and records in such party's custody and control or as otherwise known to them; and all such certified copies, certificates, affidavits and documents, including any heretofore furnished, constitute representations of the City as to the truth of all statements contained therein.

From and after the execution and delivery of the documents hereinabove authorized, the Authorized Officers, or their respective designees, are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed, and are further authorized to take any and all further actions to execute and deliver any and all other documents as may be necessary in the issuance and on-going administration of the 2025 Bonds.

*Section 11.* All acts and doings of the Authorized Officers previously taken and required to be taken in the future that are in conformity with the purposes and intent of this Bond Order and in furtherance of the issuance of the 2025 Bonds, the execution, delivery and performance of the Series Indenture and the Purchase Agreement described herein are hereby in all respects ratified, approved and confirmed. Any provision in this Bond Order that authorizes more than one Authorized Officer to take certain actions will apply to the respective designees of the Authorized Officers, including any person serving in an interim capacity, and will be read to permit such persons to take the authorized actions either individually or collectively.

*Section 12.* If any one or more of the covenants, agreements or provisions contained in this Bond Order is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or is for any reason whatsoever held invalid, then such covenants, agreements or provisions will be null and void and will be deemed separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions of this Bond Order or of the 2025 Bonds authorized hereunder.

*Section 13.* All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

*Section 14.* This Bond Order is effective immediately on its adoption and pursuant to Section 159-88 of the General Statutes of North Carolina, as amended, need not be published or subjected to any procedural requirements governing the adoption of ordinances or resolutions by the City Council other than the procedures set out in the Act.

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

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, 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 that the foregoing is a true and exact copy of a bond order titled "BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$11,500,000 CITY OF HENDERSONVILLE, NORTH CAROLINA WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2025; AUTHORIZING THE APPROVAL, EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH 2025 BONDS; PROVIDING FOR THE SALE OF THE 2025 BONDS; AND PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE 2025 BONDS" adopted by the City Council of the City of Hendersonville, North Carolina in a special meeting convened on the 2nd day of July, 2025, as recorded in the minutes of the City Council of the City of Hendersonville, North Carolina.

*WITNESS* my hand and the seal of the City of Hendersonville, North Carolina, this the \_\_\_\_\_ day of \_\_\_\_\_\_, 2025.

(SEAL)

Jill Murray City Clerk City of Hendersonville, North Carolina



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Jennifer Floyd	<b>MEETING DATE: </b> 07/02/2025
AGENDA SECTION	: City Manager Report	<b>DEPARTMENT:</b> Administration
TITLE OF ITEM:	June 2025 Contingency and <i>Manager</i>	Adjustment Report – John Connet, City

## **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

#### Section 10, Item A.

	AL YEAR 2024 - 2025 (FY25) IENDMENTS AND ADJUSTMENTS		Completed Proposed	Corrected Denied					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET	DESCRIPTION	APPROVED	ТҮРЕ	AMENDMENT NUMBER
060-7155-534000	Non-Capital Equipment	10,000	-	10,000	-	Vactor Truck Repairs	yes	Adjustment	6/3/2025
060-7155-524030	R&M Trucks	40,000	10,000		50,000	Vactor Truck Repairs	yes	Adjustment	6/3/2025
060-7155-554001	Capital Outlay Other Than	111,000	-	35,000	76,000	Vactor Truck Repairs	yes	Adjustment	6/3/2025
060-7155-524030	R&M Trucks	50,000	35,000		85,000	Vactor Truck Repairs	yes	Adjustment	6/3/2025
	•						·		
010-0000-534999	Contingency	86,514	-	1,685	84,829	Worker's Comp 05/31 Invoice	yes	Adjustment	6/4/2025
010-1300-502091	Worker's Comp. Insurance	31,460	1,240	-	32,700	Worker's Comp 05/31 Invoice	yes	Adjustment	6/4/2025
010-1400-502091	Worker's Comp. Insurance	45,232	300	-	45,532	Worker's Comp 05/31 Invoice	yes	Adjustment	6/4/2025
010-1521-502091	Worker's Comp. Insurance	2,577	145	-	2,722	Worker's Comp 05/31 Invoice	yes	Adjustment	6/4/2025



# CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

## SUBMITTER: John Connet

## **MEETING DATE:** 07/02/2025

AGENDA CLOSED SESSION SECTION:

**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) and (4) 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 discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations

### 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 discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations

**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