



CITY OF HENDERSONVILLE CITY COUNCIL REGULAR MEETING

Operations Center - Assembly Room | 305 Williams St. | Hendersonville NC 28792
Thursday, September 01, 2022 – 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. Adoption of City Council Minutes – *Angela L. Reece, City Clerk*
 - B. Rescission of the Temporary Telecommuting Arrangements Policy – *Jennifer Harrell, HR Director*
 - C. Rescission of the Temporary Employee Leave and School Closure Policy – *Jennifer Harrell, HR Director*
 - D. Annexation: Certificate of Sufficiency- 2509, 2511, 2513 Haywood Road (Cantrell, Clubb, Riley) (C22-78-ANX) – *Tyler Morrow, Planner II*
 - E. Annexation: Certificate of Sufficiency- Duncan Terrace (Lee Ray Bergman LLC.) (C22-73-ANX) – *Tyler Morrow, Planner II*
 - F. Acknowledgement for the City of Saluda to Apply for a Water System Merger/Regionalization Feasibility Grant – *Adam Steurer, Utilities Engineer*
 - G. Engineering Services for the Hendersonville Water Treatment Facility Master Plan– *Adam Steurer, Utilities Engineer*
 - H. Resolution in Support of MPO Grant Safe Streets for All (SS4A) Application for Regional Action Plan– *Brent Detwiler, City Engineer*
 - I. NC Commerce CDBG-NR Grant 7th Ave Revitalization Project 19-C-3128 Updated Plans/Policies – *John Connet, City Manager, Mary Roderick, PhD, Regional Planner- Land of Sky*
 - J. Special Event: Trick or Trail 5K Race - *Lew Holloway, Community Development Director*

- K. Purchase of Materials for the North Greenwood Forest Neighborhood Water Replacement Project – *Adam Steurer, Utilities Engineer*
- L. Utility Extension Agreement for the Tap Root Subdivision – *Brendan Shanahan, Civil Engineer IV*
- M. Utility Extension Agreement for the Judges Tract Roadway – *Brendan Shanahan, Civil Engineer IV*
- N. Engineering Services for the Water Distribution System Master Plan Update– *Adam Steurer, Utilities Engineer*
- O. DWI Stormwater Planning Grant Application Resolution – *Michael Huffman, Stormwater Division Manager*
- P. Comprehensive Stormwater Master Planning Services Selection – *Michael Huffman, Stormwater Division Manager*
- Q. Amendment to Resolution R-22-84 Supporting the Application to NCDWR Water Resource Development Grant – *Michael Huffman, Stormwater Division Manager*
- R. Multiple Space Meter Provider Selection – *Brian Pahle, Assistant City Manager*
- S. Resolution to Select Contractor for 2022 Brush/Leaf Grinding Project – *Tom Wooten, Public Works Director*
- T. Purchasing and Contracting Policy Updates – *Logan Hickey, Procurement/Contracts Administrator*
- U. Resolution to Accept Dogwood Health Trust Grant for Small Business Loan and Training - *Jamie Carpenter, Downtown Manager*

6. PRESENTATIONS

- A. Caregivers of Mother Earth Presentation - *Elle Travis*
- B. Proclamation - Literacy Awareness - *Mayor Barbara G. Volk*
- C. Proclamation - Childhood Cancer Awareness - *Mayor Barbara G. Volk*
- D. Analysis of Impediments to Fair Housing – *John Connet, City Manager, Mary Roderick, PhD, Regional Planner- Land of Sky*
- E. Discussion of Council Initiatives to Improve Housing Affordability – *Jerry A. Smith Jr., J.D., Council Member*

7. PUBLIC HEARINGS

- A. Public Hearing: Main Street Pressure Washing - *Jamie Carpenter, Downtown Manager*

- B. Rezoning: Conditional Zoning District – Cottages @ Mastermind (P22-55-CZD) – *Matthew Manley, AICP – Planning Manager*

8. UNFINISHED BUSINESS

- A. Pickleball Court Discussion – *Tom Wooten, Public Works Director and Mark Stierwalt, Public Works Superintendent*

9. NEW BUSINESS

- A. Resolution to Select Contractor for 2022 Resurfacing Project – *Tom Wooten, Public Works Director*
- B. An Ordinance to Amend Chapter 22 of the Code of Ordinances to Prohibit Outdoor Burning of Certain Materials in the City’s Municipal Services Districts – *D. James Miller, Fire Chief*
- C. 2022 Installment Financing Contract (IFC) Approving Resolution – *Adam Murr, Budget Manager*
- D. DWI Stormwater Construction Grant Application Resolution – *Michael Huffman, Stormwater Division Manager*
- E. Name that Creek Campaign for Brooklyn Creek – *Michael Huffman, Stormwater Division Manager*
- F. Resolution to Apply for Funding for the Dana Area Water Improvements Project – *Brent Detwiler, City Engineer*
- G. Resolution to Apply for Funding for the Barker Heights Sanitary Sewer Project – *Brent Detwiler, City Engineer*

10. CITY COUNCIL COMMENTS

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

12. CLOSED SESSION

- A. 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.



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Angela Reece, MPA, CMC, NCCMC, MEETING DATE: September 1, 2022

City Clerk

AGENDA SECTION: CONSENT

DEPARTMENT: Administration

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

SUGGESTED MOTION(S):

I move that City Council adopt the minutes of the July 27, 2022 Second Monthly Meeting and the August 4, 2022 Regular Meeting.

SUMMARY:

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

- i. July 27, 2022, Second Meeting Minutes [DRAFT]
- ii. August 4, 2022, Regular Session Minutes [DRAFT]

BUDGET IMPACT: \$0

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

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

ATTACHMENTS:

- i. July 27, 2022, Second Meeting Minutes [DRAFT]
- ii. August 4, 2022, Regular Session Minutes [DRAFT]



MINUTES

July 27, 2022

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

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

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

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

1. CALL TO ORDER

Mayor Barbara G. Volk called the meeting to order at 4:00 p.m. and welcomed those in attendance. A quorum was established with the majority of members in attendance.

2. PRESENTATIONS

A. **Pickleball Court Presentation** – *Tom Wooten, Public Works Director and Mark Stierwalt, Public Works Superintendent*

Public Works Superintendent Mark Stierwalt presented information regarding pickleball offerings at Patton Park. Mr. Stierwalt discussed conditions of current tennis and basketball courts as well as repair costs and various alternative options. Mr. Stierwalt stated the City has approximately \$250,000.00 in grant funding but said each court refurbishment would cost approximately \$150,000 - \$160,000 each. Council Member Dr. Jennifer Hensley stated she supported installation of covered pickleball courts and inquired of the possibility of partnering with area agencies or the county. Council Member Lyndsey Simpson stated she is supportive of covered pickleball courts.

B. **Code Enforcement Update** – *Steve Calverley, Code Enforcement Officer*

Community Development Director Lew Holloway presented updates regarding code enforcement in the city. Director Holloway discussed the City Works software program and outlined code enforcement tracking which is connected through GIS Mapping. Director Holloway provided an overview of staff activities and statistics and discussed assessment methods and potential additional uses.

C. **Comprehensive Plan Request for Proposals (RFP)** – *Lew Holloway, Community Development Director*

Community Development Director Lew Holloway provided information regarding the Comprehensive Planning process and discussed various components for public engagement and outreach. Director Holloway presented and discussed alternative additions such as Downtown Historic Commercial District Maser Plan, Comprehensive Transportation Plan, and Zoning Ordinance revisions.

3. ADJOURN

There being no further discussion, the meeting was adjourned at 4:56 p.m. upon unanimous assent of the Council.

Barbara G. Volk, Mayor

ATTEST:

Angela L. Reece, City Clerk



MINUTES

August 4, 2022

REGULAR MEETING OF THE CITY COUNCIL [ELECTRONIC] CITY OPERATIONS CENTER | 305 WILLIAMS ST. | 5:45 p.m.

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

Present Remotely: Jerry A. Smith Jr., J.D.

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

1. CALL TO ORDER

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

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

Ken Fitch addressed Council remotely via Zoom electronic software regarding the Berkeley Park and Edwards Park exchange and requested the ballpark be preserved due to the local historical significance.

Mayor Volk read comments submitted electronically from the following person.

Louis Meserow submitted digital comments in opposition to the “director of diversity” position.

Rodney Gilliam addressed City Council regarding his internship with the City. Mr. Gilliam extended thanks and appreciation to the Fire Department staff and said his recent ride-a-long was a very positive experience.

4. CONSIDERATION OF AGENDA

City Manager John Connet requested Council remove Item 5C, Sole Source Purchase of a Standby Generator for the Fire Station 1 Project and Item 9F, Fire Station 1 and Edwards Park Guaranteed Maximum Price (GMP) Fire Station 1 and Edwards Park Guaranteed Maximum Price (GMP) from consideration.

Council Member Lyndsey Simpson moved that City Council approve the agenda as amended, removing Item 5C, Sole Source Purchase of a Standby Generator for the Fire Station 1 Project and Item 9F, Fire Station 1 and Edwards Park Guaranteed Maximum Price (GMP) Fire Station 1 and Edwards Park Guaranteed Maximum Price (GMP). A unanimous roll-call vote of the Council followed. Motion carried.

5. CONSENT AGENDA

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

I move that City Council approve the minutes of adopt the minutes of the July 7, 2022 Regular Meeting as presented.

B. **Resolution to Accept an Offer of American Rescue Plan Funding** – Adam Steurer, Utilities Engineer

I move that City Council approve the Resolution By The City Of Hendersonville City Council To Accept An Offer Of Funding From The State Fiscal Recovery Fund Established In S.L. 2021-180 To Assist Eligible Units Of Government With Meeting Their Water/Wastewater Infrastructure Needs.

Resolution #R-22-87**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ACCEPT AN OFFER OF FUNDING FROM THE STATE FISCAL RECOVERY FUND ESTABLISHED IN S.L. 2021-180 TO ASSIST ELIGIBLE UNITS OF GOVERNMENT WITH MEETING THEIR WATER/WASTEWATER INFRASTRUCTURE NEEDS**

WHEREAS, the City of Hendersonville has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$5,000,000 to perform work detailed in the submitted applications, entitled WWTF Ultraviolet Disinfection Improvements and WWTF Aeration Basin No. 2 Repairs and Rehabilitation, and

WHEREAS, the City of Hendersonville intends to perform said project in accordance with the agreed scope of work,

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

1. The City of Hendersonville does hereby accept in the American Rescue Plan Grant offer of \$5,000,000.
2. That the City of Hendersonville does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.
3. That John Connet, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted by the City Council of the City of Hendersonville, North Carolina this 4th day of August 2022.

/s/Barbara G. Volk, Mayor

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

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

C. REMOVED: Sole Source Purchase of a Standby Generator for the Fire Station 1 Project

D. Sole Source Purchase of Ortho Phosphate - Ricky Levi, Water Treatment Facilities Manager

I move that City Council approve the Resolution by the City of Hendersonville City Council to Authorize the continued Sole-Source Purchase of Ortho Phosphate for the City Water Treatment Plant.

Resolution #R-22-89**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE PURCHASE OF ORTHO PHOSPHATE FOR THE WATER TREATMENT PLANT**

WHEREAS, the City's Water Treatment Plant utilizes Ortho Phosphate; and

WHEREAS, Ortho Phosphate is required by the state for corrosion control; and

WHEREAS, Ortho Phosphate is a proprietary blend called 70/30 Ortho Poly with a total PO4 value of 36 percent; and

WHEREAS, Ortho Phosphate is only available from one source of supply. 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 Ortho Phosphate City-wide by asking that Council approve this sole source request; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that a sole-source purchase of Ortho Phosphate is authorized for the City's Water Treatment Plant.

Adopted by the City Council of the City of Hendersonville, North Carolina this 4th day of August 2022.

/s/Barbara G. Volk, Mayor

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

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

E. Utility Easement Contract Resolution with AT&T – John Connet, City Manager

I move that City Council approve the resolution authorizing the City Manager to enter into option contract with AT&T for a 12 x18 utility easement in the Dogwood Parking Lot.

Resolution #R-22-90

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO ENTER INTO AN OPTION CONTRACT WITH
AT&T FOR A 12 X18 UTILITY EASEMENT IN THE DOGWOOD PARKING LOT**

WHEREAS, the North Carolina General Statutes authorize municipalities to enter grant utility easements to private utilities for the expansion of public infrastructure; and

WHEREAS, AT&T is currently developing plans to install additional fiber optic cable in downtown Hendersonville; and

WHEREAS, the Hendersonville City Council has made it a priority to expand fiber optic infrastructure in Hendersonville; and

WHEREAS, the identified 12x18 area in the Dogwood Parking Lot is an appropriate location for utility infrastructure.

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

1. The City Manager is authorized to enter into an option contract with AT&T for a 12X18 utility easement along 5th Avenue in the Dogwood Parking Lot.

Adopted by the City Council of the City of Hendersonville, North Carolina this 4th day of August 2022.

/s/Barbara G. Volk, Mayor

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

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

F. Sole Source Purchase of Bicarbonate - Ricky Levi, Water Treatment Facilities Manager

I move that City Council approve the Resolution by the City of Hendersonville City Council to Authorize the continued Sole-Source Purchase of Bicarbonate for the City Water Treatment Plant.

Resolution #R-22-91

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

WHEREAS, the City's Water Treatment Plant utilizes Bicarbonate; and

WHEREAS, Bicarbonate is required by the state for providing required alkalinity level; and

WHEREAS, 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 Bicarbonate, which ensures consistent levels of alkalinity that other products cannot offer; 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 Bicarbonate City-wide by asking that Council approve this sole source request; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that a sole-source purchase of Bicarbonate is authorized for the City's Water Treatment Plant.

Adopted by the City Council of the City of Hendersonville, North Carolina this 4th day of August 2022.

/s/Barbara G. Volk, Mayor

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

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

G. Sole Source Purchase of Coagulant - Ricky Levi, Water Treatment Facilities Manager

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

Resolution #R-22-92

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

WHEREAS, the City's Water Treatment Plant utilizes Coagulant; and

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

WHEREAS, Coagulant is a proprietary blend only available from one source of supply; and

WHEREAS, While there are other alternative non-coagulant products, none have this particular blend which required for the efficient operations of our facility; 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 CedarChem on Coagulant City-wide by asking that Council approve this sole source request; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that a sole-source purchase of Coagulant is authorized for the City's Water Treatment Plant.

Adopted by the City Council of the City of Hendersonville, North Carolina this 4th day of August 2022.

/s/Barbara G. Volk, Mayor

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

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

H. 7th Ave. Streetscape Construction Manager at Risk Selection – *Adela Gutierrez Ramirez, Civil Engineer I*

I move that City Council approve a Resolution directing the City Manager to negotiate a contract with Harper General Contractors to provide construction manager at risk services, based on their review as most qualified firm to perform the work.

Resolution R-22-93

RESOLUTION BY THE HENDERSONVILLE CITY COUNCIL TO ENTER INTO A CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES WITH A SELECTED FIRM FOR THE SEVENTH AVENUE STREETSCAPE PROJECT

WHEREAS, the City of Hendersonville advertised a request for qualifications for construction manager at risk services for a Seventh Avenue Streetscape Project; and

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

WHEREAS, firms Frank L. Blum Construction, Crowder Construction, and First Victory were the next highest-ranking firms in order; and

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

WHEREAS, a contract for services is still to be established; 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 negotiate a contract for construction manager at risk services with Harper General Contractors on behalf of City Council..
2. If negotiations fail, the City Manager is directed to negotiate a contract with the next most qualified firm based on the rankings provided in the RFQ review sheet.
3. The final negotiated agreement shall be presented to City Council for its approval.

Adopted by the City Council of the City of Hendersonville, North Carolina this 4th day of August 2022.

/s/Barbara G. Volk, Mayor

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

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

I. Engineering Services for the WWTF Aeration Basin No. 2 Repairs and Rehabilitation Project– *Adam Steurer, Utilities Engineer*

I move that City Council approve the Resolution By the City Council to select McKim & Creed, Inc. as most qualified to provide engineering services and authorize the City Manager To Enter Into a Contract for Engineering Services for the WWTF Aeration Basin No. 2 Repairs and Rehabilitation Project.

Resolution #R-22-94

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ENTER INTO A CONTRACT FOR ENGINEERING SERVICES FOR THE WWTF AERATION BASIN NO. 2 REPAIRS AND REHABILITATION PROJECT

WHEREAS, the City owns and operates a wastewater treatment facility (WWTF), which contains a concrete aeration basin structure that is bowing outwards and showing signs of stress fractures; and

WHEREAS, the City desires to repair and rehabilitate this concrete aeration basin to ensure structural stability and prolong the useful life of the structure; and

WHEREAS, City Staff have performed a qualifications-based selection, determined McKim & Creed, Inc. as most qualified, and received a proposal from McKim & Creed, Inc. to provide Engineering Services to support the project; and

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

1. McKim & Creed, Inc. is most qualified to provide professional engineering services for the project, as recommended by Staff.
2. The scope of engineering services from Hazen and Sawyer is approved in the amount of \$240,499
3. The City Manager is authorized to execute an agreement with McKim & Creed, Inc. consistent with the terms of this Resolution, as approved by the City Attorney.

Adopted by the City Council of the City of Hendersonville, North Carolina this 4th day of August 2022.

/s/Barbara G. Volk, Mayor

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

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

J. Authorization to Purchase Patrol Vehicles – Blair Myhand, Chief of Police

I move that City Council approve the purchase of seven patrol vehicles from Performance Automotive in the amount of \$242,169.64 under State Contract 070A, as presented.

Council Member moved that Dr. Jennifer Hensley moved that City Council approve the consent agenda as amended. A unanimous roll-call vote of the Council followed. Motion carried.

6. PRESENTATIONS

A. Quarterly MVP Recipients – John Connet, City Manager

City Manager John Connet and Mayor Barbara G. Volk recognized quarterly MVP recipients for outstanding customer service to the citizens of Hendersonville: Will Justice, Ricky Mahaffey, Patrick Corn; Paul Williams; and Matt Capps.

7. PUBLIC HEARINGS

A. Annexation: Public Hearing- Crest Road (Army Corps. of Engineers) (C22-43-ANX) – Tyler Morrow, Planner II

Community Development Planner II, Tyler Morrow stated the City has received a petition from the United States of America, Ralph J. Werthmann of the Army Corps of Engineers, Savannah District for satellite annexation of PIN 9587-68-8771 located on Crest Road that is approximately 20.603 acres. Mr. Morrow recalled the Council accepting the Clerk's certificate of sufficiency on July 7, 2022, for the petition.

Staff presented and discussed with City Council an analysis of the consistency with the relevant portions of the Comprehensive Land Use Plan. Both were considered by the City Council in addition to supporting maps and documents provided in the agenda packet.

The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General Statutes. The public hearing was opened at 5:59 p.m.

There were no comments.

The public hearing was closed at 6:00 p.m.

Council Member Dr. Jennifer Hensley moved that City Council adopt an ordinance of the City of Hendersonville to annex noncontiguous property owned by the United States of America, identified as PIN 9587-68-8771, 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 roll-call vote of the Council followed. Motion carried.

Ordinance #O-22-48

**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: United States of America, Ralph J. Werthmann- Army Corps of Engineers-
Savannah District

File No. C22-43-ANX

WHEREAS, The City of Hendersonville has been petitioned by Ralph J. Werthmann- Army Corps of Engineers- Savannah District 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 the City Operations Center at 305 Williams Street, Hendersonville, NC at 5:45 pm, on the 4th day of August 2022, after due notice by publication as provided by law on July 24th 2022; and

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

- a. All of the proposed satellite corporate limits are less than three miles from the primary corporate limits of Hendersonville. The map distance is approximately 9,850’.
- b. The proposed satellite corporate limits are closer to the primary corporate limits of the Village of Flat Rock (9,300’). The City of Hendersonville and the Village of Flat Rock reentered their annexation agreement on August 3rd, 2018. The area to be annexed is located within the area that the participating municipalities agreed will not be annexed by the Village of Flat Rock and could be annexed by the City of Hendersonville.
- c. The area described is so situated that the City of Hendersonville will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.
- d. The area proposed for annexation is not a subdivision as defined in NCGS 160A-376.
- e. The area within the proposed satellite corporate limits, when added to the areas within all other satellite corporate limits does not exceed 10 percent (10%) of the area within the primary corporate limits of the City of Hendersonville.

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

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

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

- 1: By virtue of the authority granted by N.C.G.S. 160A-58.2, as amended, the following described noncontiguous area is hereby annexed and made part of the City of Hendersonville as of the 4th day of August 2022.

Being all of that real property shown on that annexation plat recorded in Plat Book 2022 at Page _____ of the Henderson County Registry, and being also all of that real property described in deed of record in Deed Book 3904 at page 139 of the Henderson County Registry, and being described by metes and bounds as follows:

Beginning at the **Point of Beginning (POB)** at a magnetic nail set in the centerline of Crest Road (SR1803) at the southwestern corner of the subject property and having (NAD 83/2011) North Carolina grid coordinates of North 578,010.020 feet, East 986,549.356 feet and being located N32°00’04”W and a grid distance of 4,930.99 feet from NGS monument “DEND” (PID:DG4651) with the published (NAD83/2011) North Carolina grid coordinates of North 573827.40 feet, East 989163.05 feet; thence from the **POB** and with the line of now or formerly (N/F) Bobby Ramey and wife, Wendy H. Ramey (DB 3384, PG 712; DB 1173, PG 1) N06°10’46”E a distance of 707.56 feet to a 3/4” iron pipe found; thence continuing with the Ramey line N53°49’25”W a

distance of 314.22 feet to an iron axle found, a common corner between Ramey and N/F Jeffery C. Justus (DB 700, PG 854); thence with Justus line N53°27'04"W a distance of 81.78 feet to an 3/4" iron pipe found beside a stone and being a common corner between Jeffery C. Justus and N/F Boyd L. Hyder (DB 1157, PG 751); thence along the Hyder line N14°35'43"E a distance of 473.78 feet to a 1/2" iron pipe found in a ditch and being also a corner for N/F Henderson County Board of Public Education (DB 824, PG 216) ; thence with the Henderson County Board of Public Education line S65°43'08"E a distance of 1,014.61 feet to a 1/2" iron pipe found; thence continuing and passing through a corner for the Henderson County Board of Public Education and along the line of N/F Douglas Nichols and Cathy Nichols (DB 1165, PG 213) S54°51'37"E a distance of 253.37 feet to a magnetic nail set in the centerline of Crest Road (SR 1804); thence along the centerline of Crest Road the following nine (9) courses:

- (1) S41°25'14"W a distance of 27.75 feet to a computed point,
- (2) thence along a curve to the left with an arc length of 217.51 feet having a radius of 2,065.79 feet and a chord bearing of S38°24'15"W and chord distance of 217.41 feet to a computed point,
- (3) thence along a tangent S35°23'16"W a distance of 295.16 feet to a computed point,
- (4) thence along a tangent S36°18'13"W a distance of 77.31 feet to a computed point,
- (5) thence along a curve to the right with an arc length of 195.34 feet having a radius of 671.75 feet and a chord bearing of S44°38'11"W and chord distance of 194.65 feet to a computed point,
- (6) thence along a tangent S52°58'01"W a distance of 46.25 feet to a computed point,
- (7) thence along a curve to the right with an arc length of 163.56 feet having a radius of 654.19 feet, and a chord bearing of S60°07'46"W and chord distance of 163.13 feet to a computed point,
- (8) thence continuing along a curve to the right with the arc length of 157.98 feet having a radius of 1876.45 feet, and a chord bearing of S69°42'14"W and chord distance of 157.94 feet to a computed point,
- (9) thence continuing along a curve to the right with the arc length of 178.98 feet having a radius of 843.77 feet, and a chord bearing of S78°11'34"W and chord distance of 178.65 feet to a magnetic nail set in the centerline of Crest Road (SR1803) and being the **POB** and containing 20.603 acres more or less and more completely shown on a unrecorded map entitled Satellite Annexation Plat for: "The City of Hendersonville" dated May 24,2022 by Joyner Keeny, PLLC of Rocky Mount, North Carolina.

All distances are ground horizontal distances in U.S. Survey Feet, unless otherwise noted.

- 2: Upon and after the fourth day of August 2022, the above-described territory, and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Hendersonville and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10, as amended.
3. The Mayor of the City of Hendersonville shall cause to be recorded in the office of the Register of Deeds of Henderson County and at the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Henderson County Board of Elections, as required by G. S. 163-288.1.

Adopted by the City Council of the City of Hendersonville, North Carolina this 4th day of August 2022.

/s/Barbara G. Volk, Mayor

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

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

B. Rezoning: Standard Rezoning – Crest Rd – US Army (P22-47-RZO) – Matthew Manley, AICP, Planning Manager

Community Development Planning Manager, Matt Manley stated the City received an annexation application from the United States Army Corp of Engineers for a 19.96-acre tract along Crest Rd adjacent to Upward Elementary School. Mr. Manley clarified the applicant has not requested zoning and said staff are initiating zoning for this parcel from County - Industrial to City of Hendersonville I-1, Industrial. Mr. Manley explained the zoning designation I-1 permits a wide range of high intensity commercial and industrial uses along with residential uses and does not include design standards. He said this zoning district is considered to be the City's most intense zoning district classification. Mr. Manley stated the I-1 zoning district provides exceptions to the size limitations which trigger CZDs and said Government Facilities are not one of the uses that are exempted from the 50,000 Sq Ft trigger.

Staff presented and discussed with City Council an analysis of the consistency with the relevant portions of the Comprehensive Land Use Plan and the Planning Board's recommendation. Both were considered by the City Council in addition to supporting maps and documents provided in the agenda packet.

The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General Statutes. The public hearing was opened at 6:07 p.m.

There were no comments.

The public hearing was closed at 6:07 p.m.

Council Member Debbie O'Neal-Roundtree moved that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PINS: 9587-68-8771) from Henderson County Industrial Zoning District to City of Hendersonville I-1 (Industrial) Zoning District based on the following: The petition is found to be consistent with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and because the proposed Industrial zoning presents an opportunity to improve the land use balance as called for in Chapter 8 of the City's 2030 Comprehensive Plan. Additionally, we 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 zoning is compatible with surrounding land uses and the proposed zoning presents an opportunity for additional employment. Furthermore, we recommend designating the Future Land Use of the parcel as Regional Activity Center. A unanimous roll-call vote of the Council followed. Motion carried.

Ordinance #O-22-49

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCEL POSSESSING PIN NUMBERS 9587-68-8771) CHANGING THE ZONING DESIGNATION FROM HENDERSON COUNTY INDUSTRIAL ZONING DISTRICT TO CITY OF HENDERSONVILLE I-1 (INDUSTRIAL) ZONING DISTRICT

IN RE: Parcel Numbers: 9587-68-8771
Crest Rd-US Army (File # P22-47-RZO)

WHEREAS, the Planning Board took up this application at its regular meeting on July 11, 2022; voting 6-0 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on August 4, 2022, 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 August 4, 2022,

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: 9587-68-8771 from Henderson County Industrial Zoning District to City of Hendersonville I-1 (Industrial) 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 by the City Council of the City of Hendersonville, North Carolina this 4th day of August 2022.

/s/Barbara G. Volk, Mayor

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

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

C. Zoning Text Amendment: Animal Hospitals & Clinics in MIC (P22-58-ZTA) –
Matthew Manley, AICP, Planning Manager

Community Development Planning Manager, Matt Manley stated the City is in receipt of an application for a zoning text amendment from Andrew Riddle for an amendment to the list of permitted uses in the MIC (Medical, Institutional, & Cultural) Zoning District (Sec. 5-10-1) to include the use of animal hospital & clinic. Mr. Manley stated animal hospitals and clinics are not permitted in the MIC Zoning District currently and said staff are also proposing to make clarifications and corrections related to animal hospitals & clinics and animal boarding facilities elsewhere in the zoning code.

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

The public hearing was opened at 6:15 p.m.

Ken Fitch addressed Council remotely via Zoom electronic software requesting consideration of adequate setbacks between medical and residential uses.

The public hearing was closed at 6:17 p.m.

Council Member Lyndsey Simpson moved that City Council adopt an ordinance amending the official City of Hendersonville Zoning Ordinance, Article V. – Zoning District Classifications, Section 5-10-1. and Section 5-12-1. ‘Permitted Uses’; And Article XII. – ‘Definition Of Terms’, Section 12.2 – ‘Definition of Commonly Used Terms And Words’, based on the following: the petition is found to be consistent with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because the 2030 Comprehensive Plan Land Use and Development Chapter calls for the City to consider short- and long-term impacts on compatibility with existing development and further recommends the consideration be given to determine if an application demonstrates a clear public purpose. 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 the petition addresses additional opportunities for the provision of services for pets and other animals within the City of Hendersonville’s zoning jurisdiction and the proposed use aligns with the intent of the MIC Zoning District to serve as a medical district. A unanimous roll-call vote of the Council followed. Motion carried.

Ordinance #O-22-50

**AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AMEND ARTICLE V. – ZONING DISTRICT CLASSIFICATIONS, SECTION 5-10-1.
AND SECTION 5-12-1. PERMITTED USES; AND ARTICLE XII. – DEFINITION OF
TERMS, SECTION 12.2 – DEFINITION OF COMMONLY USED TERMS AND
WORDS OF THE CITY OF HENDERSONVILLE ZONING ORDINANCE TO
ADDRESS STANDARDS ANIMAL HOPITALS & CLINICS**

WHEREAS, the Planning Board reviewed this petition for a zoning text amendment at its regular meeting on July 11, 2022; voting 6-0 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 August 4, 2022; 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 has conducted a public hearing as required by the North Carolina General Statutes on August 4, 2022; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville to amend Article V. – Zoning District Classifications, Section 5-10-1. and Section 5-12-1. ‘Permitted Uses’; And Article XII. – ‘Definition Of Terms’, Section 12.2 – ‘Definition of Commonly Used Terms And Words’ be amended as follows to permit Animal Hospitals & Clinics in the MIC Zoning District and to make additional clarifications and corrections.

ARTICLE V. - ZONING DISTRICT CLASSIFICATIONS

Section 5-10. - Medical, Institutional and Cultural Zoning District Classification (MIC).

5-10-1. Permitted uses.

The following uses are permitted by right in the MIC Medical Institutional Cultural Zoning District Classification, provided they meet all requirements of this section and all other requirements established in this appendix:

Accessory dwelling units subject to supplementary standards contained in section 16-4 below

Accessory uses and structures

Adult care centers registered with the NC Department of Health and Human Services (DHSS)

Adult care homes so long as the use is clearly incidental to the residential use of the dwelling and does not change the essential residential character of the dwelling

Animal hospitals and clinics as long as they contain no outdoor kennels

Banks and other financial institutions

Childcare centers subject to supplementary standards contained in section 16-4, below

Childcare homes so long as the use is clearly incidental to the residential use of the dwelling and does not change the essential residential character of the dwelling

Congregate care facilities subject to supplementary standards contained in section 16-4, below

Home occupations

Hospitals

Laundries, coin-operated

Music and art studios

Neighborhood community centers

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

Offices, business, professional and public

Parking lots and parking garages

Parks

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

Planned residential developments (minor)

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

Public and semi-public buildings

Religious institutions

Residential care facilities subject to supplementary standards contained in section 16-4, below

Residential dwellings, single-family

Residential dwellings, two-family

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

Retail stores consistent within the purposes of this classification, such as gift shops, florist shops and pharmacies

Schools, post-secondary, business, technical and vocational

Signs, subject to the provisions of article XIII

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

Section 5-12. - I-1 Industrial Zoning District Classification

5-12-1. Permitted uses.

Animal hospitals and clinics ~~subject to supplementary standards contained in section 16-4, below~~ as long as they contain no outdoor kennels

ARTICLE XII. - DEFINITION OF TERMS

Sec. 12-2. - Definition of commonly used terms and words.

Animal boarding facility: A facility whose primary purpose is the boarding of household pets. This term includes animal kennels, which are commercial establishments where the grooming, boarding, training, and selling of animals may be conducted, and animal shelters, which are typically governmental or nonprofit organizations devoted to the welfare, protection and humane treatment of animals. ~~t~~The term shall not be construed to include facilities where the boarding of animals is an incidental use, such as animal hospitals or clinics and pet stores.

Adopted by the City Council of the City of Hendersonville, North Carolina this 4th day of August 2022.

/s/Barbara G. Volk, Mayor

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

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

D. Rezoning: Standard Rezoning – 1027 Fleming St-Riddle (P22-57-RZO) – Matthew Manley, AICP, Planning Manager

Community Development Planning Manager, Matt Manley stated the City received a zoning map amendment petition from Andrew Riddle of Riddle Development, LLC for the subject property (PIN: 9569-60-2887) located at 1027 Fleming Street to rezone the property from MIC-SU to the base MIC zoning district. Mr. Manley stated the subject property was a part of a 3.33-acre development which previously received special use zoning approval in 2006 (zoning for large-scale projects which predated what is now known as conditional zoning). Mr. Manley stated this was subsequently modified in 2008 for the construction of professional office and retail uses and said the existing building at this site was already constructed and zoned C-3 prior to the approval of the special use zoning. Mr. Manley said the remainder of the proposed development was never constructed and said the 2008 site plan approved for this development is now voided.

Staff presented and discussed with City Council an analysis of the consistency with the relevant portions of the Comprehensive Land Use Plan and the Planning Board's recommendation. Both were considered by the City Council in addition to supporting maps and documents provided in the agenda packet.

The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General Statutes. The public hearing was opened at 6:24 p.m.

Ken Fitch addressed City Council via Zoom electronic software in support of the rezoning stating the action removes inconsistencies. Mr. Fitch additionally requested consideration regarding preservation of the existing stone pillars on the property which were remnants of the Fassifern complex.

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

Council Member Dr. Jennifer Hensley moved that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PINS: 9569-60-2887) from MIC-SU (Medical, Institutional & Cultural – Special Use) zoning district to MIC (Medical, Institutional & Cultural) zoning district based on the following: the petition is found to be consistent with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and because the Goals & Strategies of LU-12 – ‘Urban Institutional’ calls for primary recommended land uses which align with the proposed MIC zoning. 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 MIC is the zoning district established for the area surrounding Pardee Hospital, the property is located in an area designated as a “Priority Infill Area” according to the City’s Comprehensive Plan, and the subject property

contains an existing office building and is well-suited to house a range of uses permitted in the MIC. A unanimous roll-call vote of the Council followed. Motion carried.

Ordinance #O-22-51

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCEL POSSESSING PIN NUMBER: 9569-60-2887 BY CHANGING THE ZONING DESIGNATION FROM MIC-SU (MEDICAL, INSTITUTIONAL & CULTURAL – SPECIAL USE) ZONING DISTRICT TO MIC (MEDICAL, INSTITUTIONAL & CULTURAL) ZONING DISTRICT

IN RE: Parcel Number: 9569-60-2887
1027 Fleming St-Riddle (File # P22-57-RZO)

WHEREAS, the Planning Board took up this application at its regular meeting on July 11, 2022; voting 5-0 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on August 4, 2022, 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 August 4, 2022,

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

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel Number: 9569-60-2887 from MIC-SU (Medical, Institutional & Cultural – Special Use) Zoning District To MIC (Medical, Institutional & Cultural) 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 by the City Council of the City of Hendersonville, North Carolina this 4th day of August, 2022.

/s/Barbara G. Volk, Mayor

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

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

E. Installment Financing Contract (IFC) 2022- Adam Murr, Budget Manager

Budget Manager, Adam Murr provided a brief project history of Fire Station 1, acquisition of a new fire ladder and fire engine, and of the construction of new Edwards Park amenities, including a mini-golf course. Mr. Murr stated the City intends to enter into an installment financing contract to finance the projects and provided an initial resolution which authorizes the City Manager, staff, special counsel, and financial advisors to negotiate financing for the projects, not to exceed \$18,500,000.00 in accordance with NCGS160A-20. Mr. Murr stated the resolution additionally authorizes an application to the Local Government Commission (LGC) and approval of special counsel, Parker Poe, and financial advisors, First Tryon Advisors.

The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General Statutes. The public hearing was opened at 6:29 p.m.

Lynne Williams addressed City Council via Zoom electronic software asking for consideration of a historic report on the project property and asked Council for more compromise of preservation of Boyd Park.

The public hearing was closed at 6:31 p.m.

Council Member Debbie O’Neal-Roundtree moved that City Council adopt the Resolution of the City Council of the City of Hendersonville, North Carolina, Authorizing the Negotiation of an Installment Financing Contract and Providing for Certain Other Related Matters Thereto as presented. A unanimous roll-call vote of the Council followed. Motion carried.

Resolution #R-22-95

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

WHEREAS, the City of Hendersonville, North Carolina (the “City”) is a municipal corporation existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “State”);

WHEREAS, the City has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the City Council of the City (the “City Council”) hereby determines that it is in the best interest of the City to (1) enter into an installment financing contract (the “Contract”) with a financial institution to be determined (the “Bank”) in order to pay the costs of (a) constructing and improving fire and emergency services facilities, including (i) demolishing, clearing and grading the existing fire station site of Fire Station 1 and constructing and furnishing a new fire station on the site and (ii) renovating a facility to relocate the fire department staff and administration to serve as temporary space for emergency service use (the “Fire Facilities Projects”), (b) relocating the Laura-Corn mini-golf course to Edwards Park, including constructing the new mini-golf course and upgrading public restrooms, concession and playground facilities and installing public art (the “Parks and Recreation Project” and collectively with the Fire Facilities Projects, the “Projects”) and (c) the acquisition of new fire fighting vehicles and equipment, including new fire ladder and fire engine vehicles (the “Vehicles” and together with the Projects, the “2022 Projects”) and (2) in order to provide security for the City’s obligations under the Contract, grant to the Bank a security interest under a deed of trust, security agreement and fixture filing (the “Deed of Trust”) on all or a portion of the sites of the Projects and improvements thereon and a security interest in the Vehicles as may be required by the Bank;

WHEREAS, the City staff has retained (1) Parker Poe Adams & Bernstein LLP, as special counsel (“Special Counsel”) and (2) First Tryon Advisors, as financial advisor, in connection with the proposed installment financing;

WHEREAS, the City Council hereby determines that the 2022 Projects are essential to the City’s proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the 2022 Projects will provide an essential use and will permit the City to carry out public functions that it is authorized by law to perform; and that entering into the Contract and Deed of Trust is necessary and expedient for the City by virtue of the findings presented herein;

WHEREAS, the City Council hereby determines that such cost of the 2022 Projects exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the City in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of financing the 2022 Projects pursuant to the Contract and the Deed of Trust is expected to exceed the cost of financing the 2022 Projects pursuant to a bond financing for the same undertaking, the City hereby determines that the cost of financing the 2022 Projects pursuant to the Contract and Deed of Trust and the obligations of the City thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond

financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of the 2022 Projects; and (3) insufficient revenues are produced by the 2022 Projects so as to permit a revenue bond financing;

WHEREAS, the City Council hereby determines that the estimated cost of financing the 2022 Projects pursuant to the Contract and the Deed of Trust allows the City to finance the 2022 Projects at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the City and reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the City does not anticipate a future property tax increase to pay installment payments falling due under the Contract but an increase in taxes, if any, necessary to meet the sums to fall due under the Contract will not be excessive.

WHEREAS, Special Counsel will render an opinion to the effect that entering into the Contract and the transactions contemplated thereby are authorized by law;

WHEREAS, no deficiency judgment may be rendered against the City in any action for its breach of the Contract, and the taxing power of the City is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the Contract;

WHEREAS, the City is not in default under any of its debt service obligations;

WHEREAS, the City's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the City has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget Ordinance;

WHEREAS, past audit reports of the City indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the City has not been censured by the Local Government Commission of North Carolina (the "*LGC*"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

WHEREAS, a public hearing on the Contract, the Deed of Trust and the 2022 Projects, after publication of a notice with respect to such public hearing, was held on August 4, 2022 and approval of the LGC with respect to entering the Contract must be received; and

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

Section 1. ***Authorization to Negotiate the Contract and the Deed of Trust.*** That the City Manager, the Assistant City Manager and the Finance Director (the "*Authorized Officers*"), individually or collectively, with advice from the City Attorney, Special Counsel and the City's financial advisor, are hereby authorized and directed to negotiate on behalf of the City (1) the financing of the 2022 Projects for a principal amount of approximately \$18,500,000.00 under the Contract to be entered into with the Bank in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended, and (2) the provision of a security interest in the Vehicles and/or under the Deed of Trust in the City's fee simple interest on all or a portion of the sites of the Projects, together with all improvements and fixtures located thereon, as may be required by the Bank providing the funds to the City under the Contract to secure the City's obligations thereunder.

Section 2. ***Application to LGC.*** The Finance Director or his designee is hereby directed to file with the LGC an application for its approval of the Contract and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the City and its financial condition as may be required by the LGC.

Section 3. ***Approval of the Financing Team.*** Parker Poe Adams & Bernstein LLP has been retained by the City to serve as special counsel and First Tryon Advisors been retained to serve as financial advisor. The Authorized Officers, with advice from the City Attorney and Special Counsel, are hereby authorized to retain the assistance of other professionals as they deem necessary and desirable to carry out the intention of this Resolution.

Section 4. ***Ratification.*** All actions of the City and its officials, whether previously or hereafter taken in effectuating the proposed financing as described herein, are hereby ratified, authorized and approved.

Section 5. ***Repealer.*** All motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 6. ***Effective Date.*** This Resolution is effective on the date of its adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina this 4th day of August, 2022.

/s/Barbara G. Volk, Mayor

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

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

8. UNFINISHED BUSINESS

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

1. Board of Adjustment

Council Member Lyndsey Simpson moved that City Council appoint Frederick Nace and Laura Flores to serve a term on the Board of Adjustment ending June 30, 2025. A unanimous roll-call vote of the Council followed. Motion carried.

Council Member Lyndsey Simpson moved that City Council appoint Peter Hanley to serve an unexpired term on the Board of Adjustment ending June 30, 2023. A unanimous roll-call vote of the Council followed. Motion carried.

9. NEW BUSINESS

A. Proposal to Adjust Second Monthly Meeting Agenda Rules – *John Connet, City Manager*

City Manager John Connet recalled Council previously establishing the following informal meeting rules governing their second monthly meetings:

- The meeting will last no more than two hours and will be presentation in nature.
- No formal action/votes will be taken.
- If there is nothing to discuss, the meeting will be canceled.
- The meeting will be held at a regularly scheduled date/time.

Manager Connet discussed the need to add non-controversial, administrative matters to the second monthly meeting and to allow formal action and votes on certain matters in order to shorten the regular monthly meeting agenda.

Manager Connet proposed the following revision:

- The meeting will last no more than two hours.
- If there is nothing to discuss, the meeting will be canceled.
- The meeting will be held at a regularly scheduled date/time.
- Formal action/votes will be taken on matters which are non-controversial in nature including the following:
 - Board and Commission Appointments
 - Financial and Bidding Items
 - Internal Policy Amendments
 - Non-Controversial Contract Matters

Manager Connet further clarified there would be no public hearings held at the second monthly meeting. Council Members agreed to the revisions to their informal rules as presented. [Second monthly meetings are held on the fourth Wednesday of each month at 4:00 p.m. at the City Operations Center Assembly Room located at 305 Williams St.]

B. Update Regarding Remote Meetings – Angie Beeker, City Attorney

City Attorney Angela S. Beeker provided an update regarding Governor Cooper's State of Emergency order expiration on August 15, 2022. Attorney Beeker provided legal advice to Council regarding remote meeting participation and recommended discontinuing the practice until additional guidance from the NC General Assembly is provided. After much discussion City Council conceded to discontinue remote meetings for themselves and all City advisory boards and committees until further notice effective on August 15th with the expiration of Governor Cooper's State of Emergency. Mayor Barbara G. Volk and Council Member Jerry A. Smith Jr., J.D. clarified that meetings will still be offered electronically to allow public participation and commenting.

C. Pickleball Court Discussion – Tom Wooten, Public Works Director and Mark Stierwalt, Public Works Superintendent

Public Works Superintendent Mark Stierwalt presented information regarding pickleball offerings at Patton Park. Mr. Stierwalt presented information regarding conditions of current tennis and basketball courts as well as discussed costs of repair and various options. Mr. Stierwalt discussed Council preferences for location, number, and types of courts to be offered. Mr. Stierwalt discussed refinishing existing courts and relocating the current pickle ball court to the soft ball field and said this option is more costly due to stream restoration needs. Mayor Barbara G. Volk stated she is not in favor of a multi court facility and instead preferred smaller facilities for community use. Council Member Dr. Jennifer Hensley stated she supports a larger facility and said she believes there is a high local demand. After much discussion, Council requested additional information and diagrams before a decision is made.

D. Resolution Authorizing the Exchange of Approximately Sixteen Acres of Berkeley Park for Edwards Park – John Connet, City Manager

City Manager John Connet recalled numerous Council discussions regarding the exchange of approximately sixteen acres of Berkeley Park, including the historic baseball stadium and \$250,000, for Edwards Park with Henderson County Public Schools. Manager Connet stated in addition to the property exchange and financial contribution, the Henderson County Public Schools will have the first right of refusal for additional Berkeley Park property if economic development Project Independence does not move forward.

Council Member Jerry A. Smith Jr., J.D. moved that City Council adopt the Resolution to Authorize the Exchange of Property Between City of Hendersonville and Henderson County Board of Public Education, as presented. A unanimous roll-call vote of the Council followed. Motion carried.

Resolution #R-22-96

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE EXCHANGE OF PROPERTY BETWEEN CITY OF
HENDERSONVILLE AND HENDERSON COUNTY BOARD OF PUBLIC EDUCATION**

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

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

WHEREAS, the City of Hendersonville wishes to acquire Edwards Park, for the relocation of the Laura Corn Minigolf; and

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

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

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

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

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

1. The proposed property exchange with the Board of Education is approved upon the following terms and conditions:
 - a. The City will convey the +/- 16.0 Acre Tract to the Board of Education.
 - b. The City will pay \$250,000 to the Board of Education.
 - c. The Board of Education will convey Edwards Park to the City.
 - d. The City will grant an option to the Board of Education for the Berkely Remainder parcel upon the following terms:
 - i. The option shall only be effective if the Berkely Remainder Parcel is not used or conveyed by the City for economic development purposes within a reasonable time from the date of closing on the property exchange approved by this Resolution (+/- 16.0 Tract plus \$250,000.00 for Edwards Park), and once effective, the option shall be valid for a term of one year;
 - ii. The price for the Board of Education's exercise of the option (i.e. the purchase of the Berkely Remainder Parcel) shall be the payment to the City of \$350,000, plus the conveyance to the City of a +/- 1.0 acre tract that is a portion of the Board of Education administrative offices property, located at 414 4th Avenue West, Hendersonville, NC, having a PIN of 9568676778, said 1.0 acre tract being substantially as shown on Exhibit B, attached hereto and incorporated by reference.
 - e. If conveyed to the City of Hendersonville, the +/- 1.0 acre tract shown on Exhibit B shall be restricted to use as a park or green space available for public use between the hours of 7am and 7 pm only. The City of Hendersonville may hold supervised events after 7 pm upon advanced notice to the Superintendent.
 - f. The City of Hendersonville will reserve an easement around the perimeter of the +/- 16.0 Acre Tract, and if conveyed to the Board of Education, the Berkely Remainder Parcel for the purposes of a greenway, and for the future installation of utilities (water & sewer) and stormwater improvements, as may be required. Said easement shall have a minimum width of 20 feet.
 - g. At no cost to the public, the Board of Education will grant the public access to the +/- 16.0 Acre tract, and if conveyed, the Berkely Remainder Parcel, including but not limited to any tennis courts constructed, but specifically excluding the historic baseball stadium and any athletic fields constructed by or on behalf of the Board of Education.
 - h. The City will grant a right of first refusal to the Board of Education for Edwards Park and the 1.0-acre tract shown on Exhibit B.
 - i. The Board of Education will grant a right of first refusal to the City for the +/- 16.0-acre tract and, if conveyed, the Berkely Remainder Parcel. Any right of first refusal granted by the Board of Education will be subject to Henderson County's statutory right of first refusal.

2. The Mayor, City Manager and City Attorney are authorized to negotiate, make, enter into, and execute contracts, deeds, easements, boundary line agreements, the right of first refusal, and any and all other documents, and to take any and all actions, reasonably necessary to carry out the terms of this Resolution, including but not limited to making conveyances and reasonable expenditures for costs and expenses for the purposes stated herein.
3. Notwithstanding the foregoing, the adoption of this Resolution shall not be considered as a contract, nor as a legally binding obligation of the City of Hendersonville, but this Resolution shall serve as the authority for the Mayor, City Manager, City Attorney to enter into legally binding obligations on behalf of the City of Hendersonville, consistent with the terms of this Resolution.

Adopted by the City Council of the City of Hendersonville, North Carolina this 4th day of August, 2022.

/s/Barbara G. Volk, Mayor

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

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

E. Resolution Authorizing the Installation of a Stop Sign at the Intersection of Maple Street and 8th Avenue East – John Connet, City Manager

City Manager John Connet stated city staff have been working to resolve a traffic issue associated with student pick up at Bruce Drysdale Elementary School. Manager Connet proposed a solution to utilize Maple Street and 8th Avenue to stage parents as they wait to for dismissal of school but said installation of a new stop sign at the intersection of Maple Street and 8th Avenue East would be necessary. Council Member Dr. Jennifer Hensley stated traffic would be greatly reduced if parents were allowed to walk their children to school and recalled a new rule prohibiting this passed this past year which has tripled vehicle traffic in this area.

Council Member Lindsey Simpson moved that City Council adopt the resolution authorizing the Director of Public Works to install a stop sign in the north bound lane of Maple Street at the intersection of Maple Street and 8th Avenue East. A unanimous roll-call vote of the Council followed. Motion carried.

Resolution #R-22-97

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AUTHORIZING THE PUBLIC WORKS DIRECTOR TO INSTALL A STOP SIGN AT THE INTERSECTION OF 8TH AVENUE AND MAPLE STREET

WHEREAS, Sec. 50-181 of the Hendersonville City Code authorizes the director of public works to install traffic control devices with the approval of the City Council; and

WHEREAS, the intersection of Maple Street and 8th Avenue East only has stop signs on 8th Avenue East and the south bound lane of Maple Street; and

WHEREAS, Maple Street is a narrow residential street and being used by cut through traffic and is proposed to be utilized for the Bruce Drysdale Elementary School parent pick up line; and

WHEREAS, there is a need to create a three-way stop at the intersection of Maple Street and 8th Avenue East.

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

The Director of Public Works is authorized to install a traffic control device (Stop Sign) in the north bound lane of Maples Street at the intersection of Maple Street and 8th Avenue East.

Adopted by the City Council of the City of Hendersonville, North Carolina this 4th day of August 2022.

/s/Barbara G. Volk, Mayor

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

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

F. REMOVED: ~~Fire Station 1 and Edwards Park Guaranteed Maximum Price (GMP)~~**10. CITY COUNCIL COMMENTS**

Council Member Debbie O’Neal-Roundtree invited the public to the 7th Avenue branding and vision meeting on Tuesday, August 9th at 7:00 p.m. at the City Operations Center and also reminded everyone the Back to School Fest will be held on Sunday August 21st at Sullivan Park at 3:00 p.m.

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

City Manager John Connet presented the following reports to Council for information and consideration.

- A. Surplus Items Memo** – John Connet, City Manager
- B. Cash and Investment Report** - John Buchanan, Finance Director
- C. August 2022 Contingences Report** – Adam Murr, Budget Manager


12. ADJOURN

There being no further business, the meeting was adjourned at 7:42 p.m. upon unanimous assent of the Council.

Barbara G. Volk, Mayor

ATTEST:

Angela L. Reece, City Clerk

	CITY OF HENDERSONVILLE		
		Date rescinded:	September 1, 2022
Policy Name:	Temporary Telecommuting Arrangements Policy	Date Adopted by Council :	March 20, 2020

Temporary Telecommuting Arrangements Policy


Due to an infectious disease outbreak the Federal and State governments have released guidelines and recommendations to work from home whenever possible and telework to the greatest extent possible. The City of Hendersonville is implementing voluntary temporary telecommuting arrangements for employees whose job duties are conducive to working from home but who do not regularly telecommute. However, there are some positions at the City of Hendersonville that require the employee to be physically present in the workplace. These employees are defined as essential personnel.

Expanded Definition of Essential Personnel during Emergency: Department directors are to identify essential personnel. For the purpose of this emergency policy, essential employees are defined as employees who, during an emergency, provide essential services to support efforts to maintain or restore the health, safety and welfare of the City and citizens. These individuals are to be notified they are essential personnel and they are expected to come to work in emergency situations unless they are specifically excused by the department director. These personnel are required to perform essential duties of their job during a time of emergency. Failure to work as directed may result in disciplinary action up to and including termination. Essential personnel are not limited to public safety employees. Other essential personnel may be identified in all departments of the City.

- a. Modified duty requests for essential personnel will be reviewed on an individual basis by department directors, with approval by the City Manager.

Employee Telecommuting Responsibilities

- a. Positions approved to work from home temporarily will be determined on a case by case basis.
- b. Employee is responsible for maintaining the same levels of productivity as if he or she were at the City's business premises, except as otherwise agreed to by the employee's department director.
- c. Employee must be available as needed to be in contact with the City management and staff and other third parties as necessary in the course of conducting City business.
- d. Subject to applicable law, employee agrees to comply with all other existing job requirements as are in effect at the City's business locations.
- e. Employee shall be subject to all City policies and procedures.
- f. Upon request, employee must produce a weekly job log of activities completed to management by close of business every Friday.

	CITY OF HENDERSONVILLE		
		Date rescinded:	September 1, 2022
Policy Name:	Temporary Telecommuting Arrangements Policy	Date Adopted by Council :	March 20, 2020

g. Employee must adhere to the IT security architecture setup and configuration approved for use by the City.

h. Telecommuting is not a substitute for childcare, and as such the employee's priority during the telecommuting hours must be on work. Department heads may establish procedures to ensure an employee is available to work during telecommuting period, with the exception of the meal break.

i. The employee must sign a telecommuting agreement prior to beginning the telecommuting arrangement.

j. Employee shall take precautionary measures to ensure cyber threats are mitigated to the greatest extent possible, including but not limited to:

1. Creating service tickets for suspected phishing attempts
2. Double-checking that e-mails, voicemails, text messages, and the like are legitimate and from reliable sources
3. Utilizing two-factor authentication whenever possible
4. Updating and maintaining strong passwords for all accounts
5. Not conducting City business over a public wifi network


These arrangements are expected to be short term, and the City of Hendersonville will continue to monitor guidance from health officials and the need for remote work arrangements. Employees should not assume any specified period of time for telework, and the City of Hendersonville may require employees to return to regular, in-office work at any time.

Approved by:

John F. Connet, City Manager

Date

This policy may be modified by the City Manager as needed and ratified by the City Council at their next available meeting.

	<div>CITY OF HENDERSONVILLE</div>		
		Date rescinded:	September 1,2022
Policy Name:	Temporary Telecommuting Arrangements Policy	Date Adopted by Council :	March 20,2020

Temporary Telecommuting Arrangements Policy

Policy Acknowledgement

I, _____ have read, understand, and agree to comply with the City policies for temporary telecommuting arrangements as specified in this Temporary Telecommuting Arrangements policy. If I misuse or fail to return assigned equipment when requested to do so, I may be liable to the City for the full replacement cost of the equipment. I understand that failure to comply with the stated policies may lead to disciplinary actions, including the possibility of termination of my employment.

If requesting the use of temporary take-home technology devices, please respond to the following:

I, _____ attest that I do not have access to a computer and am requesting a rental laptop or tablet from the City. I understand that making a false statement as it relates to my access to the aforementioned may lead to disciplinary actions, including the possibility of termination of my employment.

I, _____ attest that I do not have access to a sufficient internet connection and am requesting a rental Mifi device from the City. I understand that making a false statement as it relates to my access to the aforementioned may lead to disciplinary actions, including the possibility of termination of my employment.

I, _____ attest that I need a mobile phone to adequately perform my work and am requesting a rental mobile phone from the City. I understand that making a false statement as it relates to my access to the aforementioned may lead to disciplinary actions, including the possibility of termination of my employment.

Employee Signature: _____

Date: _____


Department Head: _____

Date: _____

Approved by:

John F. Connet, City Manager

Date:

	CITY OF HENDERSONVILLE		
		Date rescinded:	September 1, 2022
Policy Name:	Temporary Employee Leave and School Closure Policy	Date Adopted:	April 7, 2022

The City of Hendersonville is taking proactive steps to protect the workplace in the event of an infectious disease outbreak. It is the City's goal during any such time period to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.

Temporary Leave Policies

- a. During this State of Emergency related to this infectious disease, all leave policies will be relaxed to allow employees to use any form of accrued leave to self-isolate or self-quarantine, if you are unable to telework for the following reasons: you are subject to a federal, state or local quarantine or isolation order related to COVID-19; you have been advised by a health care provider to self-quarantine because of COVID-19; you are experiencing symptoms of COVID-19 and are seeking a medical diagnosis.
- b. Employees who have pending transferred sick leave will be awarded those transfers immediately.
- c. The Temporary Telecommuting Arrangement Policy will be in place during this time frame to allow the City Manager in conjunction with Department Heads to make decisions about telework to allow for continuity of operations.
- d. If telecommuting is not conducive for continuity of operations, staff rotation and shift adjustments may become necessary.
- d. No overtime will be allowed for work completed off-site due to this protocol.

School/Daycare Closings

If an employee is unable to arrange childcare services while their child's school is closed due to the current state of emergency, the following applies:

- a. For the safety of all children and employees, children should not be brought to work. Any employee who can work from home during this period is encouraged to do so.
- b. During this state of emergency related to this infectious disease, all leave policies will be relaxed to allow employees to use any form of accrued leave to take care of their children.

Approved by:

John F. Connet, City Manager

Date

This policy may be modified by the City Manager as needed and ratified by the City Council at their next available meeting.

CERTIFICATE OF SUFFICIENCY

Re: Petition for Contiguous Annexation

Petitioners: Elizabeth Cantrell, Timothy & Lisa Clubb, Robin Kay Riley (formerly known as Robin R Chandler)

File No. C22-78-ANX

To the Honorable Mayor and members of the City Council of Hendersonville, North Carolina:
I, Angela L. Reece, City Clerk, being first duly sworn, hereby certify that:

1. A petition has been received for contiguous annexation of property consisting of +/- 0.843 acres located on Haywood Road in Hendersonville, NC, being tax parcel PINs 9559-96-0225, 9559-86-9361, and 9559-86-9317, 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-31 of the Petition for compliance with the requirements of N.C.G.S. § 160A-31.

Based upon this investigation, I find that

1. The Petition includes the names and addresses and signatures of all owners of real property lying in the area described therein.
2. The Petition was prepared in substantially the form prescribed by 160A-31(b).
3. The area described in the petition is contiguous to the City of Hendersonville's primary corporate limits, as defined by N.C.G.S. 160A-31(f).
4. The area for annexation meets all other requirements defined in NC 160A-31 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 _____, 2022.

(City Seal)

Angela L. Reece, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

PARCEL A - PIN 9559-86-9317

BEING ALL OF LOTS 12, 13, & 14 OF WANTESKA VALLEY SUBDIVISION AS SHOWN ON PLAT THEREOF RECORDED IN PLAT CABINET B SLIDE 270A (ALSO KNOWN AS PLAT BOOK 5 PAGE 12), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 14 OF PLAT CABINET B SLIDE 370, COMMON CORNER OF LOT 15 OF SAID PLAT AT THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD (NC 191), AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE THE FOLLOWING TWO CALLS: S37°44'33"E 50.31' TO A POINT; THENCE S39°05'37"E 25.06' TO THE NORTHEAST CORNER OF LOT 12 AND COMMON CORNER OF LOT 11; THENCE LEAVING THE RIGHT OF WAY OF HAYWOOD ROAD AND BOUNDARY OF THE CITY OF HENDERSONVILLE WITH THE COMMON LINE OF LOTS 11 & 12 S42°15'00"W 161.60' TO THE SOUTHEAST CORNER OF LOT 12, COMMON CORNER OF LOTS 11, 12, 37, & 38, AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE COMMON LINES OF LOTS 12-14 & 35-37 AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE N40°00'00"W 75.00' TO THE SOUTHWEST CORNER OF LOT 14, COMMON CORNER OF LOTS 14, 15, 34, & 35; THENCE LEAVING THE BOUNDARY OF THE CITY OF HENDERSONVILLE AND WITH THE COMMON LINE OF LOTS 14 & 15 N42°15'00"E 164.00' TO THE POINT OF BEGINNING

BEING ALL OF THE PROPERTY DESCRIBED IN DEED BOOK 1036 PAGE 541 TO ROBIN R. CHANDLER (ROBIN R. CHANDLER NOW KNOWN AS ROBIN KAY RILEY PER CLERK OF SUPERIOR COURT OF HENDERSON COUNTY, NC: FILE #2021 R 210, DATED 4/19/21)

PARCEL B - PIN 9559-86-9361

BEING ALL OF LOTS 9, 10, & 11 OF WANTESKA VALLEY SUBDIVISION AS SHOWN ON PLAT THEREOF RECORDED IN PLAT CABINET B SLIDE 270A (ALSO KNOWN AS PLAT BOOK 5 PAGE 12), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 11 OF PLAT CABINET B SLIDE 370, COMMON CORNER OF LOT 12 OF SAID PLAT AT THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD (NC 191), AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE SOUTHERN RIGHT OF WAY OF

HAYWOOD ROAD AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE THE FOLLOWING THREE CALLS: S39°19'12"E 25.04' TO A POINT; THENCE S38°52'04"E 30.09' TO A POINT; THENCE S38°25'00"E 25.10' TO THE NORTHEAST CORNER OF LOT 9 AND COMMON CORNER OF LOT 8; THENCE LEAVING THE RIGHT OF WAY OF HAYWOOD ROAD AND BOUNDARY OF THE CITY OF HENDERSONVILLE WITH THE COMMON LINE OF LOTS 8 & 9 S42°15'00"W 160.00' TO THE SOUTHEAST CORNER OF LOT 9, COMMON CORNER OF LOTS 8, 9, 40, & 41, AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE COMMON LINES OF LOTS 9-11 & 38-40 AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE N40°00'00"W 80.00' TO THE SOUTHWEST CORNER OF LOT 11, COMMON CORNER OF LOTS 11, 12, 37, & 38; THENCE LEAVING THE BOUNDARY OF THE CITY OF HENDERSONVILLE AND WITH THE COMMON LINE OF LOTS 11 & 12 N42°15'00"E 161.60' TO THE POINT OF BEGINNING.

BEING ALL OF THE PROPERTY DESCRIBED IN DEED BOOK 1688 PAGE 548 TO TIMOTHY MAX CLUBB & LISA BALLARD CLUBB.

PARCEL C - PIN 9559-96-0225

BEING ALL OF LOTS 6, 7, & 8 OF WANTESKA VALLEY SUBDIVISION AS SHOWN ON PLAT THEREOF RECORDED IN PLAT CABINET B SLIDE 270A (ALSO KNOWN AS PLAT BOOK 5 PAGE 12), AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 8 OF PLAT CABINET B SLIDE 370, COMMON CORNER OF LOT 9 OF SAID PLAT AT THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD (NC 191), AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE THE FOLLOWING TWO CALLS: S40°00'00"E 50.00' TO A POINT; THENCE S41°08'18"E 24.94' TO THE NORTHEAST CORNER OF LOT 6 AND COMMON CORNER OF LOT 5; THENCE LEAVING THE RIGHT OF WAY OF HAYWOOD ROAD AND BOUNDARY OF THE CITY OF HENDERSONVILLE WITH THE COMMON LINE OF LOTS 5 & 6 S42°15'00"W 160.50' TO THE SOUTHEAST CORNER OF LOT 6, COMMON CORNER OF LOTS 5, 6, 43, & 44, AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE COMMON LINES OF LOTS 6-8 & 41-43 AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE N40°00'00"W 75.00' TO THE SOUTHWEST CORNER OF LOT 8, COMMON CORNER OF LOTS 8, 9, 40, & 41; THENCE LEAVING THE BOUNDARY OF THE CITY OF HENDERSONVILLE AND WITH THE COMMON LINE OF LOTS 8 & 9 N42°15'00"E 160.00' TO THE POINT OF BEGINNING.

BEING ALL OF THE PROPERTY DESCRIBED IN DEED BOOK 1659 PAGE 490 TO ELIZABETH A. CANTRELL.

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31

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

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

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the City Operations Center located at 305 William St. Hendersonville NC, 28792 at 5:45 p.m. October 6th, 2022, 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 PINs 9559-96-0225, 9559-86-9361, and 9559-86-9317 described in the plat recorded in Book 2022 - ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9559-96-0225, 9559-86-9361, and 9559-86-9317 being described by metes and bounds as follows:

PARCEL A - PIN 9559-86-9317

BEING ALL OF LOTS 12, 13, & 14 OF WANTESKA VALLEY SUBDIVISION AS SHOWN ON PLAT THEREOF RECORDED IN PLAT CABINET B SLIDE 270A (ALSO KNOWN AS PLAT BOOK 5 PAGE 12), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 14 OF PLAT CABINET B SLIDE 370, COMMON CORNER OF LOT 15 OF SAID PLAT AT THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD (NC 191), AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE THE FOLLOWING TWO CALLS: S37°44'33"E 50.31' TO A POINT; THENCE S39°05'37"E 25.06' TO THE NORTHEAST CORNER OF LOT 12 AND COMMON CORNER OF LOT 11; THENCE LEAVING THE RIGHT OF WAY OF HAYWOOD ROAD AND BOUNDARY OF THE CITY OF HENDERSONVILLE WITH THE COMMON LINE OF LOTS 11 & 12 S42°15'00"W 161.60' TO THE SOUTHEAST CORNER OF LOT 12, COMMON CORNER OF LOTS 11, 12, 37, & 38, AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE COMMON LINES OF LOTS 12-14 & 35-37 AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE N40°00'00"W 75.00' TO THE SOUTHWEST CORNER OF LOT 14, COMMON CORNER OF LOTS 14, 15, 34, & 35; THENCE LEAVING THE BOUNDARY OF THE CITY OF HENDERSONVILLE AND WITH THE COMMON LINE OF LOTS 14 & 15 N42°15'00"E 164.00' TO THE POINT OF BEGINNING

BEING ALL OF THE PROPERTY DESCRIBED IN DEED BOOK 1036 PAGE 541 TO ROBIN R. CHANDLER (ROBIN R. CHANDLER NOW KNOWN AS ROBIN KAY RILEY PER CLERK OF SUPERIOR COURT OF HENDERSON COUNTY, NC: FILE #2021 R 210, DATED 4/19/21)

PARCEL B - PIN 9559-86-9361

BEING ALL OF LOTS 9, 10, & 11 OF WANTESKA VALLEY SUBDIVISION AS SHOWN ON PLAT THEREOF RECORDED IN PLAT CABINET B SLIDE 270A (ALSO KNOWN AS PLAT BOOK 5 PAGE 12), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 11 OF PLAT CABINET B SLIDE 370, COMMON CORNER OF LOT 12 OF SAID PLAT AT THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD (NC 191), AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE THE FOLLOWING THREE CALLS: S39°19'12"E 25.04' TO A POINT; THENCE S38°52'04"E 30.09' TO A POINT; THENCE S38°25'00"E 25.10' TO THE NORTHEAST CORNER OF LOT 9 AND COMMON CORNER OF LOT 8; THENCE LEAVING THE RIGHT OF WAY OF HAYWOOD ROAD AND BOUNDARY OF THE CITY OF HENDERSONVILLE WITH THE COMMON LINE OF LOTS 8 & 9 S42°15'00"W 160.00' TO THE SOUTHEAST CORNER OF LOT 9, COMMON CORNER OF LOTS 8, 9, 40, & 41, AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE COMMON LINES OF LOTS 9-11 & 38-40 AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE N40°00'00"W 80.00' TO THE SOUTHWEST CORNER OF LOT 11, COMMON CORNER OF LOTS 11, 12, 37, & 38; THENCE LEAVING THE BOUNDARY OF THE CITY OF HENDERSONVILLE AND WITH THE COMMON LINE OF LOTS 11 & 12 N42°15'00"E 161.60' TO THE POINT OF BEGINNING. BEING ALL OF THE PROPERTY DESCRIBED IN DEED BOOK 1688 PAGE 548 TO TIMOTHY MAX CLUBB & LISA BALLARD CLUBB.

PARCEL C - PIN 9559-96-0225

BEING ALL OF LOTS 6, 7, & 8 OF WANTESKA VALLEY SUBDIVISION AS SHOWN ON PLAT THEREOF RECORDED IN PLAT CABINET B SLIDE 270A (ALSO KNOWN AS PLAT BOOK 5 PAGE 12), AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 8 OF PLAT CABINET B SLIDE 370, COMMON CORNER OF LOT 9 OF SAID PLAT AT THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD (NC 191), AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE THE FOLLOWING TWO CALLS: S40°00'00"E 50.00' TO A POINT; THENCE S41°08'18"E 24.94' TO THE NORTHEAST CORNER OF LOT 6 AND COMMON CORNER OF LOT 5; THENCE LEAVING THE RIGHT OF WAY OF HAYWOOD ROAD AND BOUNDARY OF THE CITY OF HENDERSONVILLE WITH THE COMMON LINE OF LOTS 5 & 6 S42°15'00"W 160.50' TO THE SOUTHEAST CORNER OF LOT 6, COMMON CORNER OF LOTS 5, 6, 43, & 44, AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE COMMON LINES OF LOTS 6-8 & 41-43 AND WITH THE BOUNDARY OF THE CITY OF

BEING ALL OF THE PROPERTY DESCRIBED IN DEED BOOK 1659 PAGE 490 TO
ELIZABETH A. CANTRELL.

Petitioners: Elizabeth Cantrell, Timothy & Lisa Clubb, Robin Kay Riley (formerly known as Robin R Chandler)
File No. C22-78-ANX

Adopted by the City Council of the City of Hendersonville, North Carolina on this ____ day of _____
20____.

Barbara G. Volk, Mayor, City of Hendersonville

Approved as to form:

38

LEGEND & ABBREVIATIONS

- CALCULATED POINT
- BOUNDARY LINES OF PARCELS TO BE ANNEXED
(LINES PER PLAT CABINET B SLIDE 270A - NOT SURVEYED)
- ADJOINING DEED LINE (NOT SURVEYED)
- EXTENTS OF EXISTING CITY BOUNDARY

DB...DEED BOOK
PG...PAGE
PC...PLAT CABINET
SL...PLAT SLIDE
PIN...PARCEL IDENTIFICATION NUMBER
N.T.S...NOT TO SCALE
F/K/A...FORMERLY KNOWN AS

PLAT NORTH
PER PLAT CABINET B SLIDE 370
(REFERENCE: 1° 29' WEST OF TRUE NORTH)

ROGER SCOTT EWING &
VICKIE WARENA EWING
DB 1530 PG 622
PC B SL 370A, LOTS 31-34
PIN 9559-86-7364

LAWRENCE E. &
BARBARA J. PITCHER
DB 1097 PG 706
PC B SL 370A, LOTS 15-19
PIN 9559-86-8455

PARCEL A
0.277 ACRES
ROBIN KAY RILEY (F/K/A
ROBIN R. CHANDLER)
DB 1036 PG 541
PC B SL 370A, LOTS 12-14
PIN 9559-86-9317

PARCEL B
0.293 ACRES
TIMOTHY MAX CLUBB
& LISA BALLARD CLUBB
DB 1688 PG 548
PC B SL 370A, LOTS 9-11
PIN 9559-86-9361

PARCEL C
0.273 ACRES
ELIZABETH A. CANTRELL
DB 1659 PG 490
PC B SL 370A, LOTS 6-8
PIN 9559-96-0225

ROGER SCOTT EWING &
VICKIE WARENA EWING
DB 1530 PG 622
PC B SL 370A, LOTS 35-37
PIN 9559-86-8217

ROGER SCOTT EWING &
VICKIE WARENA EWING
DB 1530 PG 622
PC B SL 370A, LOTS 38-39
PIN 9559-86-8253

VIRGINIA E. THOMPSON, TRUSTEE
DB 1535 PG 628, PARCEL 3
PC B SL 370A, LOTS 40-44
PIN 9559-86-9115

VIRGINIA E. THOMPSON, TRUSTEE
DB 1535 PG 628, PARCEL 4
PC B SL 370A, LOTS 1-5
PIN 9559-96-0196

NOTES

- THIS PLAT PREPARED FOR ANNEXATION OF PARCELS AS SHOWN & SHALL NOT BE CONSIDERED A BOUNDARY SURVEY. ALL BOUNDARY LINES SHOWN PER PLAT CABINET B SLIDE 270A (ALSO KNOWN AS PLAT BOOK 5 PAGE 12) AS DESCRIBED IN DEED BOOK 1036 PAGE 541, DEED BOOK 1659 PAGE 490, & DEED BOOK 1688 PAGE 548.
- PROPERTIES ARE SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS, RESERVATIONS, RESTRICTIONS, ETC. OF RECORD, INCLUDING, BUT NOT LIMITED TO, THOSE SHOWN THIS SURVEY.
- THIS PLAT SHALL NOT BE CONSIDERED A CERTIFICATION OF OWNERSHIP, ZONING, TITLE, OR GUARANTEE THAT THE PROPERTY IS FREE FROM ENCUMBRANCES.
- DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN US SURVEY FEET UNLESS OTHERWISE NOTED.
- AREAS CALCULATED BY COORDINATE METHOD.
- BY GRAPHICAL DETERMINATION, AREA SHOWN DOES NOT LIE IN A FLOOD HAZARD AREA PER FEMA FLOOD INSURANCE RATE MAP 3700955900J, EFFECTIVE DATE 10/2/2008.
- ADJOINING PROPERTY OWNERSHIP INFORMATION PER HENDERSON COUNTY GIS WEBSITE, AND DEEDS & PLATS OF RECORD.

ANNEXATION LEGAL DESCRIPTIONS

PARCEL A - PIN 9559-86-9317
BEING ALL OF LOTS 12, 13, & 14 OF WANTESKA VALLEY SUBDIVISION AS SHOWN ON PLAT THEREOF RECORDED IN PLAT CABINET B SLIDE 270A (ALSO KNOWN AS PLAT BOOK 5 PAGE 12), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 14 OF PLAT CABINET B SLIDE 370, COMMON CORNER OF LOT 15 OF SAID PLAT AT THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD (NC 191), AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE THE FOLLOWING TWO CALLS: S37°44'33"E 50.31' TO A POINT; THENCE S39°05'37"E 25.06' TO THE NORTHEAST CORNER OF LOT 12 AND COMMON CORNER OF LOT 11; THENCE LEAVING THE RIGHT OF WAY OF HAYWOOD ROAD AND BOUNDARY OF THE CITY OF HENDERSONVILLE WITH THE COMMON LINE OF LOTS 11 & 12 S42°15'00"W 161.60' TO THE SOUTHEAST CORNER OF LOT 12, COMMON CORNER OF LOTS 11, 12, 37, & 38, AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE COMMON LINES OF LOTS 12-14 & 35-37 AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE N40°00'00"W 75.00' TO THE SOUTHWEST CORNER OF LOT 14, COMMON CORNER OF LOTS 14, 15, 34, & 35; THENCE LEAVING THE BOUNDARY OF THE CITY OF HENDERSONVILLE AND WITH THE COMMON LINE OF LOTS 14 & 15 N42°15'00"E 164.00' TO THE POINT OF BEGINNING BEING ALL OF THE PROPERTY DESCRIBED IN DEED BOOK 1036 PAGE 541 TO ROBIN R. CHANDLER (ROBIN R. CHANDLER NOW KNOWN AS ROBIN KAY RILEY PER CLERK OF SUPERIOR COURT OF HENDERSON COUNTY, NC: FILE #2021 R 210, DATED 4/19/21)

PARCEL B - PIN 9559-86-9361
BEING ALL OF LOTS 9, 10, & 11 OF WANTESKA VALLEY SUBDIVISION AS SHOWN ON PLAT THEREOF RECORDED IN PLAT CABINET B SLIDE 270A (ALSO KNOWN AS PLAT BOOK 5 PAGE 12), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 11 OF PLAT CABINET B SLIDE 370, COMMON CORNER OF LOT 12 OF SAID PLAT AT THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD (NC 191), AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE THE FOLLOWING THREE CALLS: S39°19'12"E 25.04' TO A POINT; THENCE S38°52'04"E 30.09' TO A POINT; THENCE S38°25'00"E 25.10' TO THE NORTHEAST CORNER OF LOT 9 AND COMMON CORNER OF LOT 8; THENCE LEAVING THE RIGHT OF WAY OF HAYWOOD ROAD AND BOUNDARY OF THE CITY OF HENDERSONVILLE WITH THE COMMON LINE OF LOTS 8 & 9 S42°15'00"W 160.00' TO THE SOUTHEAST CORNER OF LOT 9, COMMON CORNER OF LOTS 8, 9, 40, & 41, AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE COMMON LINES OF LOTS 9-11 & 38-40 AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE N40°00'00"W 80.00' TO THE SOUTHWEST CORNER OF LOT 11, COMMON CORNER OF LOTS 11, 12, 37, & 38; THENCE LEAVING THE BOUNDARY OF THE CITY OF HENDERSONVILLE AND WITH THE COMMON LINE OF LOTS 11 & 12 N42°15'00"E 161.60' TO THE POINT OF BEGINNING.
BEING ALL OF THE PROPERTY DESCRIBED IN DEED BOOK 1688 PAGE 548 TO TIMOTHY MAX CLUBB & LISA BALLARD CLUBB.

PARCEL C - PIN 9559-96-0225
BEING ALL OF LOTS 6, 7, & 8 OF WANTESKA VALLEY SUBDIVISION AS SHOWN ON PLAT THEREOF RECORDED IN PLAT CABINET B SLIDE 270A (ALSO KNOWN AS PLAT BOOK 5 PAGE 12), AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 8 OF PLAT CABINET B SLIDE 370, COMMON CORNER OF LOT 9 OF SAID PLAT AT THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD (NC 191), AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE THE FOLLOWING TWO CALLS: S40°00'00"E 50.00' TO A POINT; THENCE S41°08'18"E 24.94' TO THE NORTHEAST CORNER OF LOT 6 AND COMMON CORNER OF LOT 5; THENCE LEAVING THE RIGHT OF WAY OF HAYWOOD ROAD AND BOUNDARY OF THE CITY OF HENDERSONVILLE WITH THE COMMON LINE OF LOTS 5 & 6 S42°15'00"W 160.50' TO THE SOUTHEAST CORNER OF LOT 6, COMMON CORNER OF LOTS 5, 6, 43, & 44, AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE COMMON LINES OF LOTS 6-8 & 41-43 AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE N40°00'00"W 75.00' TO THE SOUTHWEST CORNER OF LOT 8, COMMON CORNER OF LOTS 8, 9, 40, & 41; THENCE LEAVING THE BOUNDARY OF THE CITY OF HENDERSONVILLE AND WITH THE COMMON LINE OF LOTS 8 & 9 N42°15'00"E 160.00' TO THE POINT OF BEGINNING.
BEING ALL OF THE PROPERTY DESCRIBED IN DEED BOOK 1659 PAGE 490 TO ELIZABETH A. CANTRELL.

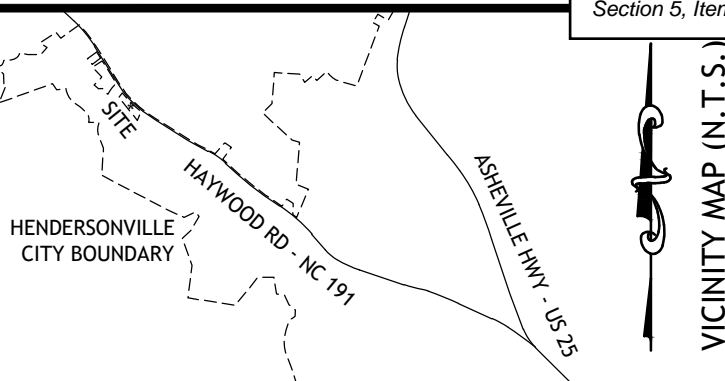
PURPOSE STATEMENT

THE PURPOSE OF THIS PLAT IS TO ANNEX PARCELS A (PIN 9559-86-9317 - 0.277 ACRES) B (PIN 9559-86-9361 - 0.293 ACRES) C (PIN 9559-96-0225 - 0.273 ACRES) A TOTAL CONTIGUOUS AREA OF 0.843 ACRES INTO THE CITY OF HENDERSONVILLE AS SHOWN.

TOTAL AREA OF ANNEXATION

0.843 ACRES

BEING
PARCEL A
DEED BOOK 1036 PAGE 541
PLAT CABINET B SLIDE 370A, LOTS 12-14
PIN 9559-86-9317
PARCEL B
DEED BOOK 1688 PAGE 548
PLAT CABINET B SLIDE 370A, LOTS 9-11
PIN 9559-86-9361
PARCEL C
DEED BOOK 1659 PAGE 490
PLAT CABINET B SLIDE 370A, LOTS 6-8
PIN 9559-96-0225



THIS PLAT REPRESENTS THE AREA BEING ANNEXED TO THE CITY OF HENDERSONVILLE, NC PURSUANT TO NCGS 160A-31, BY ORDINANCE

DULY ADOPTED (ANNEXATION ORDINANCE _____)

THIS THE ____ DAY OF _____, 2022.

PRELIMINARY

ANGELA L. REECE, CITY CLERK

**PRELIMINARY:
NOT FOR RECORDATION,
CONVEYANCES, OR SALES**

G.S. 47-30(j): THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED.

I, ALEX DANIEL WARD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK N/A, PAGE N/A); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN DEED BOOK 1036 PAGE 541, DEED BOOK 1659 PAGE 490, DEED BOOK 1688 PAGE 548; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS N/A; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

THIS DATE _____.

PRELIMINARY

ALEX DANIEL WARD, PLS L-5272

REFERENCES

DEED BOOK 1036 PAGE 541 PLAT CABINET B SLIDE 270A (ALSO KNOWN AS PLAT BOOK 5 PAGE 12)
DEED BOOK 1659 PAGE 490
DEED BOOK 1688 PAGE 548 CLERK OF SUPERIOR COURT OF HENDERSON COUNTY, NC: FILE #2021 R 210, DATED 4/19/21

REVISIONS

NO.	DATE	DESCRIPTION	BY

DATE OF PLAT: **PRELIMINARY** DRAWN BY: ADW

ANNEXATION PLAT TO THE:
CITY OF HENDERSONVILLE

PROPERTY OWNERS OF RECORD:
ROBIN KAY RILEY (F/K/A ROBIN R. CHANDLER)
(PIN 9559-86-9317)

TIMOTHY MAX CLUBB & LISA
BALLARD CLUBB (PIN 9559-86-9361)
ELIZABETH A. CANTRELL (PIN 9559-96-0225)
PROJECT 22028-H • HENDERSONVILLE
TOWNSHIP, HENDERSON COUNTY, NC

PISGAH SURVEYING, PLLC

1503 ORLEANS AVE, HENDERSONVILLE, NC 28791
(828) 515-1929 • NC FIRM #P-2288

SCALE: 0 30 60 90
1" = 30'

LEGAL DESCRIPTIONS PREPARED BY PISGAH SURVEYING, PLLC.
ALEX DANIEL WARD, PLS L-5272

PARCEL A - PIN 9559-86-9317

BEING ALL OF LOTS 12, 13, & 14 OF WANTESKA VALLEY SUBDIVISION AS SHOWN ON PLAT THEREOF RECORDED IN PLAT CABINET B SLIDE 270A (ALSO KNOWN AS PLAT BOOK 5 PAGE 12), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 14 OF PLAT CABINET B SLIDE 370, COMMON CORNER OF LOT 15 OF SAID PLAT AT THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD (NC 191), AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE THE FOLLOWING TWO CALLS: S37° 44'33"E 50.31' TO A POINT; THENCE S39° 05'37"E 25.06' TO THE NORTHEAST CORNER OF LOT 12 AND COMMON CORNER OF LOT 11; THENCE LEAVING THE RIGHT OF WAY OF HAYWOOD ROAD AND BOUNDARY OF THE CITY OF HENDERSONVILLE WITH THE COMMON LINE OF LOTS 11 & 12 S42° 15'00"W 161.60' TO THE SOUTHEAST CORNER OF LOT 12, COMMON CORNER OF LOTS 11, 12, 37, & 38, AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE COMMON LINES OF LOTS 12-14 & 35-37 AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE N40° 00'00"W 75.00' TO THE SOUTHWEST CORNER OF LOT 14, COMMON CORNER OF LOTS 14, 15, 34, & 35; THENCE LEAVING THE BOUNDARY OF THE CITY OF HENDERSONVILLE AND WITH THE COMMON LINE OF LOTS 14 & 15 N42° 15'00"E 164.00' TO THE POINT OF BEGINNING
BEING ALL OF THE PROPERTY DESCRIBED IN DEED BOOK 1036 PAGE 541 TO ROBIN R. CHANDLER (ROBIN R. CHANDLER NOW KNOWN AS ROBIN KAY RILEY PER CLERK OF SUPERIOR COURT OF HENDERSON COUNTY, NC: FILE #2021 R 210, DATED 4/19/21)

PARCEL B - PIN 9559-86-9361

BEING ALL OF LOTS 9, 10, & 11 OF WANTESKA VALLEY SUBDIVISION AS SHOWN ON PLAT THEREOF RECORDED IN PLAT CABINET B SLIDE 270A (ALSO KNOWN AS PLAT BOOK 5 PAGE 12), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 11 OF PLAT CABINET B SLIDE 370, COMMON CORNER OF LOT 12 OF SAID PLAT AT THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD (NC 191), AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE THE FOLLOWING THREE CALLS: S39° 19'12"E 25.04' TO A POINT; THENCE S38° 52'04"E 30.09' TO A POINT; THENCE S38° 25'00"E 25.10' TO THE NORTHEAST CORNER OF LOT 9 AND COMMON CORNER OF LOT 8; THENCE LEAVING THE RIGHT OF WAY OF HAYWOOD ROAD AND BOUNDARY OF THE CITY OF HENDERSONVILLE WITH THE COMMON LINE OF LOTS 8 & 9 S42° 15'00"W 160.00' TO THE SOUTHEAST CORNER OF LOT 9, COMMON CORNER OF LOTS 8, 9, 40, & 41, AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE COMMON LINES OF LOTS 9-11 & 38-40 AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE N40° 00'00"W 80.00' TO THE SOUTHWEST CORNER OF LOT 11, COMMON CORNER OF LOTS 11, 12, 37, & 38; THENCE LEAVING THE BOUNDARY OF THE CITY OF HENDERSONVILLE AND WITH THE COMMON LINE OF LOTS 11 & 12 N42° 15'00"E 161.60' TO THE POINT OF BEGINNING.

BEING ALL OF THE PROPERTY DESCRIBED IN DEED BOOK 1688 PAGE 548 TO TIMOTHY MAX CLUBB & LISA BALLARD CLUBB.

PARCEL C - PIN 9559-96-0225



BEING ALL OF LOTS 6, 7, & 8 OF WANTESKA VALLEY SUBDIVISION AS SHOWN ON PLAT THEREOF RECORDED IN PLAT CABINET B SLIDE 270A (ALSO KNOWN AS PLAT BOOK 5 PAGE 12), AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 8 OF PLAT CABINET B SLIDE 370, COMMON CORNER OF LOT 9 OF SAID PLAT AT THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD (NC 191), AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE THE FOLLOWING TWO CALLS: S40°00'00"E 50.00' TO A POINT; THENCE S41°08'18"E 24.94' TO THE NORTHEAST CORNER OF LOT 6 AND COMMON CORNER OF LOT 5; THENCE LEAVING THE RIGHT OF WAY OF HAYWOOD ROAD AND BOUNDARY OF THE CITY OF HENDERSONVILLE WITH THE COMMON LINE OF LOTS 5 & 6 S42°15'00"W 160.50' TO THE SOUTHEAST CORNER OF LOT 6, COMMON CORNER OF LOTS 5, 6, 43, & 44, AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE COMMON LINES OF LOTS 6-8 & 41-43 AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE N40°00'00"W 75.00' TO THE SOUTHWEST CORNER OF LOT 8, COMMON CORNER OF LOTS 8, 9, 40, & 41; THENCE LEAVING THE BOUNDARY OF THE CITY OF HENDERSONVILLE AND WITH THE COMMON LINE OF LOTS 8 & 9 N42°15'00"E 160.00' TO THE POINT OF BEGINNING.

BEING ALL OF THE PROPERTY DESCRIBED IN DEED BOOK 1659 PAGE 490 TO ELIZABETH A. CANTRELL.



2509, 2511, 2513 Haywood Road
C22-78-ANX
PINs: 9559-96-0225, -86-9361, -86-9317
Acreage: 0.843
Contiguous Annexation
Community Development Department

 Subject Property
 Hendersonville City Limits





CITY OF HENDERSONVILLE
COMMUNITY DEVELOPMENT DEPARTMENT
100 N. King Street, Hendersonville, NC 28792
Phone (828) 697-3010|Fax (828) 698-6185
www.hendersonvillenc.gov

Petition Requesting Annexation

The following are the **required** submittals for a complete application for a Voluntary Annexation. Staff will not review applications until each item has been submitted and determined complete. By placing a check mark by each of the following items, you are certifying that you have performed that task.

- ☐ 1. Completed Application Form
- ☐ 2. A copy of the deed indicating ownership of the property.
- ☐ 3. 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.
- ☐ 4. A typed boundary description of the property.

A. Property Information

PIN(s): 9559960225

Address(es) / Location of Property: 2509 Haywood Rd. Hendersonville, NC 28791

Does this property adjoin the present City Limits? ☒ Yes ☐ No

Is the property within the ETJ? ☒ Yes ☐ No

Reason for Annexation: Sanitary Sewer Connection

Office Use:
Date Received: _____ By: _____ Fee Received? Y/N

B. Applicant Contact Information

Elizabeth Cantrell
 * Printed Applicant Name

8-4-2022
 Date

 Printed Company Name (if applicable)

- ☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership
- ☐ Other: _____

Elizabeth Cantrell
 Applicant Signature

 Applicant Title (if applicable)

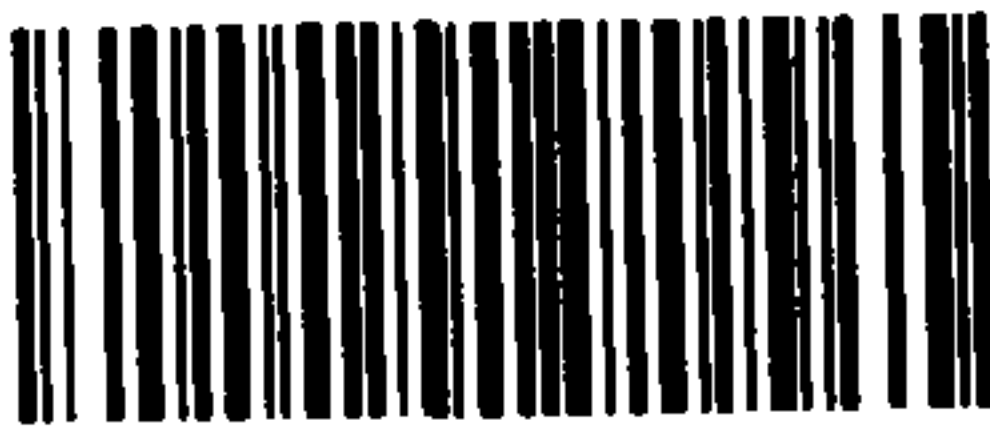
2509 Haywood Rd
 Address of Applicant

Hendersonville
 City, State, and Zip Code

Hendersonville Rd 28791
 Telephone

828 329 2213
 Email

Libby Cantrell - 40 @ YAHOO.COM



This document presented and filed:
04/22/2016 01:01:29 PM

[Handwritten signature]

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$270.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 270.00

Parcel Identifier No. _____ Verified by _____ County on the _____ day of _____, 20____
By: _____

→ Mail/Box to: The Collie Law Firm, 1645 Asheville Hwy, Hendersonville, NC 28791

This instrument was prepared by: The Collie Law Firm, 1645 Asheville Hwy, Hendersonville, NC 28791

Brief description for the Index: _____

THIS DEED made this 11th day of April, 2016, by and between

GRANTOR

Joan E. Strong, f/k/a Joan E. Narron, a/k/a Joan Ellison Strong &
husband, David Ernest Strong
710 Lakewinds Blvd
Inman, SC 29349

GRANTEE

Elizabeth A. Cantrell, single
2509 Haywood Road
Hendersonville, NC 28791

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of _____, _____ Township, Henderson County, North Carolina and more particularly described as follows:

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ page _____.
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 Book 5 page 12.

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:
Restrictive covenants recorded in Book 417, Page 49, Henderson County Registry.

Book 1659
Page 491

Easements and Restrictions of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

_____	<u>Joan E. Strong</u> (SEAL)
(Entity Name)	Print/Type Name: <u>Joan E. Strong, f/k/a Joan E. Narron</u>
By: _____	<u>AKA Joan Ellison Strong</u>
Print/Type Name & Title: _____	<u>David Ernest Strong</u> (SEAL)
By: _____	Print/Type Name: <u>David Ernest Strong</u>
Print/Type Name & Title: _____	<u>By POA Joan Ellison Strong</u> (SEAL)
By: _____	Print/Type Name: _____
Print/Type Name & Title: _____	_____ (SEAL)
By: _____	Print/Type Name: _____
Print/Type Name & Title: _____	_____ (SEAL)

State of North Carolina - County or City of Henderson
I, the undersigned Notary Public of the County or City of Polk and State aforesaid, certify that
Joan E. Strong, f/k/a Joan E. Narron, aka Joan Ellison Strong personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 11th day of April, 2016.

My Commission Expires: <u>August 22, 2016</u> (Affix Seal)	<u>Terry H. Smith</u> Notary Public Notary's Printed or Typed Name
---	--

State of _____ - County or City of _____
I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that
_____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20____.

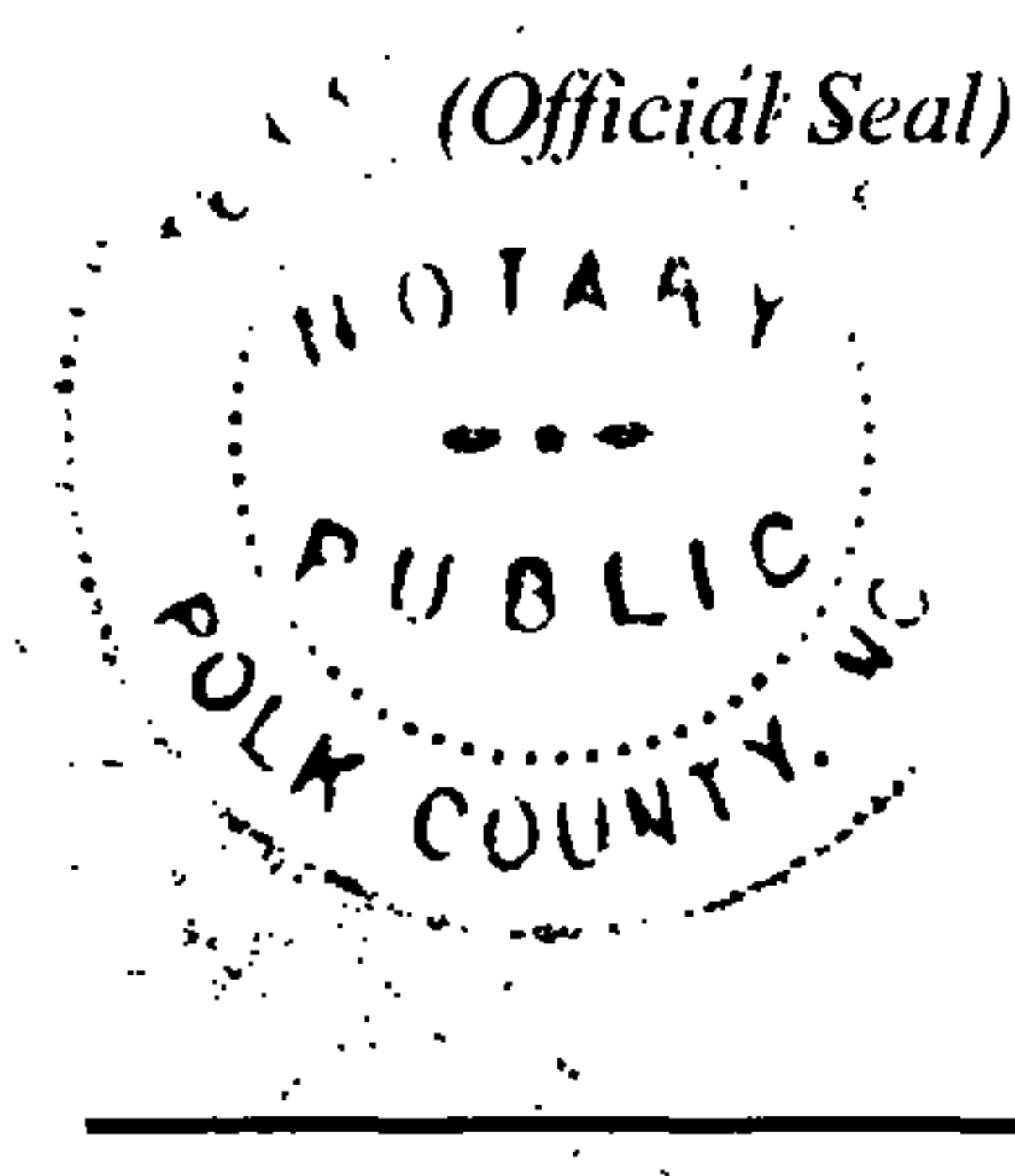
My Commission Expires: _____ (Affix Seal)	_____ Notary Public Notary's Printed or Typed Name
--	--

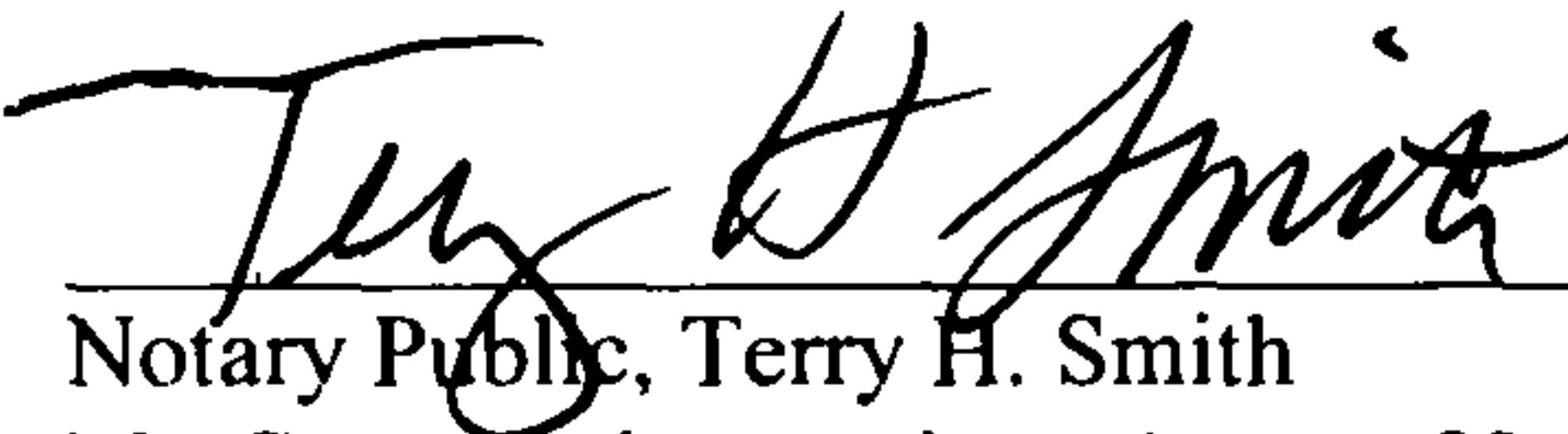
State of _____ - County or City of _____
I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that
_____ personally came before me this day and acknowledged that
he is the _____ of _____, a North Carolina or
_____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____ (Affix Seal)	_____ Notary Public Notary's Printed or Typed Name
--	--

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, **Terry H. Smith**, a Notary Public for the County of Polk, State aforesaid, do hereby certify that **Joan E. Strong, f/k/a Joan E. Narron, a/k/a Joan Ellison Strong**, did personally appear before me this day, and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of **David Ernest Strong**, and that authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded on April 11, 2016 in Book 1658 at Page 52, of the Henderson County Register of Deeds Office and that said instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney. I do further certify that the said **Joan E. Strong, f/k/a Joan E. Narron, a/k/a Joan Ellison Strong** acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said **David Ernest Strong**, this the 11th day of April, 2016.





Notary Public, Terry H. Smith
My Commission expires: August 22, 2016

EXHIBIT A***Lying and being in Township, County, North Carolina***

BEING all of Lots 6, 7 and 8 of the Wanteska Valley Subdivision as shown on map thereof in Map Book 5, at Page 12 of the Henderson County, North Carolina Registry, reference to which is hereby made for a fuller and more particular description.

TOGETHER WITH and SUBJECT TO easements, rights of way and all other such matters as shown on the above-referenced plat and further of record in the Henderson County Registry.

TOGETHER WITH and SUBJECT TO the benefits and burdens of those restrictive covenants as recorded in Deed Book 417, Page 49, in the office of the Register of Deeds for Henderson County, North Carolina

AND BEING all of that property conveyed to Joan E. Narron, n/k/a Joan E. Strong, by deed recorded on February 17, 2010 in Deed Book 1421 at Page 387, Henderson County Registry.



**CITY OF HENDERSONVILLE
COMMUNITY DEVELOPMENT DEPARTMENT**

100 N. King Street, Hendersonville, NC 28792

Phone (828) 697-3010|Fax (828) 698-6185

www.hendersonvillenc.gov

Petition Requesting Annexation

The following are the **required** submittals for a complete application for a Voluntary Annexation. Staff will not review applications until each item has been submitted and determined complete. By placing a check mark by each of the following items, you are certifying that you have performed that task.

- ☐ 1. Completed Application Form
- ☐ 2. A copy of the deed indicating ownership of the property.
- ☐ 3. 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.
- ☐ 4. A typed boundary description of the property.

A. Property Information

PIN(s): 9559869361

Address(es) / Location of Property: 2511 Haywood Road
HENDERSONVILLE, NC 28791

Does this property adjoin the present City Limits? ☒ Yes ☐ No

Is the property within the ETJ? ☒ Yes ☐ No

Reason for Annexation: Sanitary Sewer Connection

Office Use:

Date Received: _____ By: _____ Fee Received? Y/N

B. Applicant Contact Information

Tim Clubb
* Printed Applicant Name

7/31/22
Date

Printed Company Name (if applicable)

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership

☒ Other: SELF


Applicant Signature

Applicant Title (if applicable)

10 KNOX DRIVE
Address of Applicant

FLETCHER, NC 28732
City, State, and Zip Code

828-777-8463
Telephone

TimC826@gmail.com
Email



**CITY OF HENDERSONVILLE
COMMUNITY DEVELOPMENT DEPARTMENT**

100 N. King Street, Hendersonville, NC 28792

Phone (828) 697-3010|Fax (828) 698-6185

www.hendersonvillenc.gov

Petition Requesting Annexation

The following are the **required** submittals for a complete application for a Voluntary Annexation. Staff will not review applications until each item has been submitted and determined complete. By placing a check mark by each of the following items, you are certifying that you have performed that task.

- ☐ 1. Completed Application Form
- ☐ 2. A copy of the deed indicating ownership of the property.
- ☐ 3. A Survey Plat (8 ½" by 11") of the property prepared by a registered surveyor licensed to practice in the state of North Carolina.
- ☐ 4. A typed boundary description of the property.

A. Property Information

PIN(s): 95598699361

Address(es) / Location of Property: 2511 Haywood RD

Does this property adjoin the present City Limits? ☒ Yes ☐ No

Is the property within the ETJ? ☒ Yes ☐ No

Reason for Annexation: Sanitary Sewer Connection

Office Use:
Date Received: _____ By: _____ Fee Received? Y/N

B. Applicant Contact Information

Lisa Ballard Clubb
* Printed Applicant Name

8-13-22
Date

Printed Company Name (if applicable)

☐ Corporation

☐ Limited Liability Company

☐ Trust

☐ Partnership

☐ Other: _____

Lisa Ballard Clubb
Applicant Signature

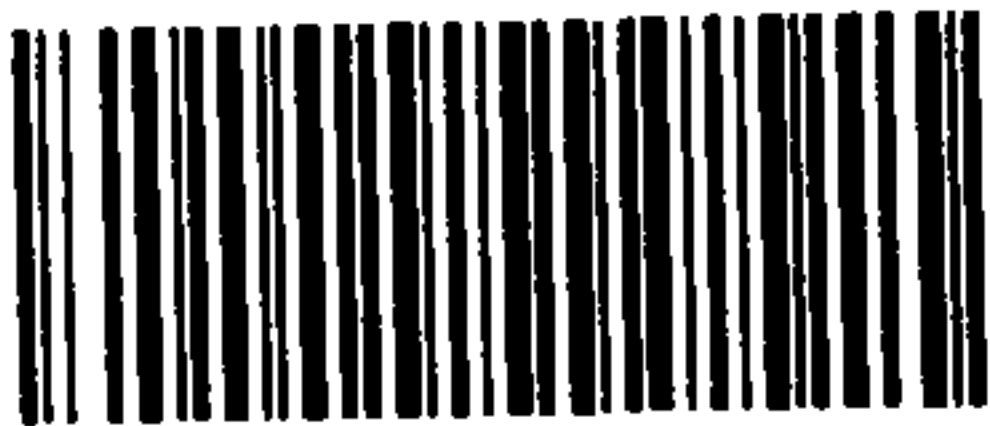
Applicant Title (if applicable)

2511 Haywood Road
Address of Applicant

Hendersonville, NC 28791
City, State, and Zip Code

828691-0826
Telephone

TLCLUBB@charter.net
Email



This document presented and filed:
11/30/2016 12:31:55 PM

AJ

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$230.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$**230**

Parcel Identifier No.: 0116085 Verified by _____ County on the ____ day of _____, 20____
By: _____

→Mail/Box to: John Miller attorney, *68 N. Market St., Asheville, NC 28801*

This instrument was prepared by: Whitney Staton Hebert DEED PREPARATIOIN ONLY NO TITLE SEARCH PREFORMED

Brief description for the Index: *2511 Haywood Rd.*

THIS DEED made this **25** day of November, 2016, by and between

GRANTOR

GRANTEE

TERESA LINDER individually and as executor of the Estate of Mary Grant Weston and spouse, FRANK LEE LINDER GERALDINE JOHNSON, individually and as executor of the Estate of Mary Grant Weston and spouse, JAY EDWIN JOHNSON

TIMOTHY MAX CLUBB and wife, LISA BALLARD CLUBB

Mailing Address:
3 NEWCROSS SOUTH
ASHEVILLE, NC 28805

Mailing Address:
2511 Haywood Road
Hendersonville, NC 28791

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, Hendersonville Township, Henderson County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT A

WHEREAS, Mary Weston died testate in Henderson County, North Carolina on July 20, 2016 seized and possessed of the property described in Exhibit A; and

WHEREAS, Teresa Linder and Geraldine Johnson were named as his sole devisees and beneficiaries, and they have joined in this instrument to memorialize their agreement as to the distribution of the real property;


WHEREAS, Jay Edwin Johnson, executes this instrument for the sole purpose of conveying and releasing any individual and/or marital interest she may have in the subject property and to vest the Grantees with clear title to the tract hereinafter described.

A map showing the above described property is recorded in Plat Book 5, Page 12.

All or a portion of the property herein conveyed ☐ does ☒ does not include the primary residence of a Grantor.

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:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

GERALDINE JOHNSON, executor
 (SEAL)
 JAY EDWIN JOHNSON

I, John J. Miller III, a Notary Public of the County and State aforesaid, certify that GERALDINE JOHNSON AND JAY EDWIN JOHNSON personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 30 day of November, 2016.

My Commission Expires: 3/27/18

[Affix Notarial Seal]

State of North Carolina, County of Henderson

I, John J. Miller III, a Notary Public of the County and State aforesaid, certify that GERALDINE JOHNSON, executor personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 30 day of November, 2016.

My Commission Expires: 3/27/18

[Affix Notarial Seal]

State of North Carolina, County of Henderson

I, John J. Miller III, a Notary Public of the County and State aforesaid, certify that GERALDINE JOHNSON, executor personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 30 day of November, 2016.

My Commission Expires: 3/27/18

[Affix Notarial Seal]

State of North Carolina, County of Henderson

I, John J. Miller III, a Notary Public of the County and State aforesaid, certify that GERALDINE JOHNSON, executor personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 30 day of November, 2016.

My Commission Expires: 3/27/18

[Affix Notarial Seal]

State of North Carolina, County of Henderson

I, John J. Miller III, a Notary Public of the County and State aforesaid, certify that GERALDINE JOHNSON, executor personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 30 day of November, 2016.

My Commission Expires: 3/27/18

[Affix Notarial Seal]

State of North Carolina, County of Henderson

I, John J. Miller III, a Notary Public of the County and State aforesaid, certify that GERALDINE JOHNSON, executor personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 30 day of November, 2016.

State of South Carolina County of Florence

I, Jackson Stone, a Notary Public of the County and State aforesaid, certify that TERESA LINDER and FRANK LEE LINDER personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 25 day of November, 2016.

My Commission Expires: 9-01-2019

Jackson Stone
Notary Public
Print Notary Name: Jackson Stone



[Affix Notarial Seal]

State of South Carolina, County of Florence

I, Jackson Stone, a Notary Public of the County and State aforesaid, certify that TERESA LINDER, co-executor personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 25 day of November, 2016.

My Commission Expires: 9-01-2019

Jackson Stone
Notary Public
Print Notary Name: Jackson Stone

[Affix Notarial Seal]

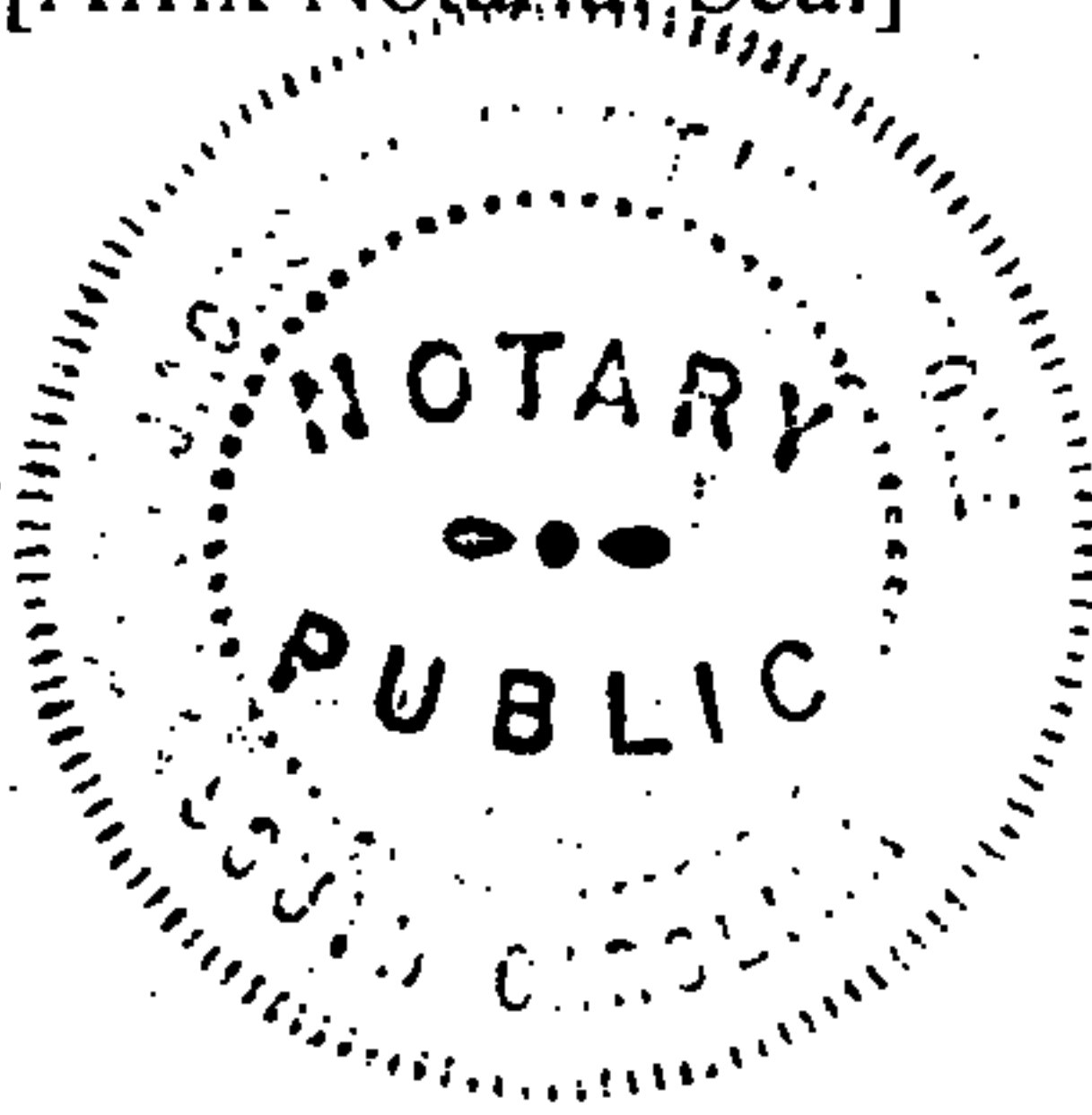


EXHIBIT A

Book 1688

LEGAL DESCRIPTION

Page 552

BEING ALL OF Lots 9, 10, and 11 of Wanteska Valley Subdivision as shown on plat thereof recorded in Plat Book 5, Page 12, Henderson County Registry.

BEING THE SAME property described in Deed Book 400, Page 545 to B. Lawrence Weston and wife, Mary Grant Weston.



**CITY OF HENDERSONVILLE
COMMUNITY DEVELOPMENT DEPARTMENT**

100 N. King Street, Hendersonville, NC 28792

Phone (828) 697-3010|Fax (828) 698-6185

www.hendersonvillenc.gov

Petition Requesting Annexation

The following are the **required** submittals for a complete application for a Voluntary Annexation. Staff will not review applications until each item has been submitted and determined complete. By placing a check mark by each of the following items, you are certifying that you have performed that task.

- ☐ 1. Completed Application Form
- ☐ 2. A copy of the deed indicating ownership of the property.
- ☐ 3. 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.
- ☐ 4. A typed boundary description of the property.

A. Property Information

PIN(s): 9554869317

Address(es) / Location of Property: 2513 Haywood Rd. Hendersonville,
NC 28791

Does this property adjoin the present City Limits? ☒ Yes ☐ No

Is the property within the ETJ? ☒ Yes ☐ No

Reason for Annexation: Sanitary Sewer Connection

Office Use:

Date Received: _____ By: _____ Fee Received? Y/N

B. Applicant Contact Information

Robin Kay Riley
* Printed Applicant Name

7/26/22
Date

Printed Company Name (if applicable)

☐ Corporation

☐ Limited Liability Company

☐ Trust

☐ Partnership

☒ Other: self

Robin Kay Riley
Applicant Signature

Applicant Title (if applicable)

2513 Haywood Rd.
Address of Applicant

Hendersonville, NC 28791
City, State, and Zip Code

828. 243. 1791
Telephone

r.k.riley57@gmail.com
Email

STATE OF NORTH CAROLINA

File No.

2021

Section 5, Item D.

In The General Court Of Justice
Superior Court Division
Before The Clerk

FILED

Applicant's Current Name If Changed By Court Order Or Marriage

Robin Riley Chandler

Name Applicant Intends To Resume

Robin Kay Riley

2021 APR 19

APPLICATION/NOTICE OF
RESUMPTION OF FORMER NAME

Applicant's Full Name At Birth

Robin Kay Riley

HENDERSON CO., N.C.

Applicant's Date Of Birth

3/24/1957

BY

Applicant's City Of Birth

Waynesville

Applicant's County Of Birth

Haywood

Applicant's State Of Birth

NC

G.S. 50-12; 101-8

TO: The Clerk Of Superior Court of the county named above.

DIVORCE

☒ Resumption of maiden name, prior married name, or premarriage surname (G.S. 50-12).

I am a resident of the above named county or my divorce was granted in the above named county. I have received an absolute divorce from my spouse and pursuant to G.S. 50-12 give notice of my intention to resume use of:

☒ my maiden name.☐ the surname of a prior deceased husband.☐ the surname of a prior living husband, and I have children who have that husband's surname.☐ my premarriage surname.

Full Name Of Former Spouse

Jerry Dennis Chandler

Date Divorce Granted

6/11/2001

Signature In Full Maiden Name Or Premarriage Surname

Robin Kay Riley

County And State Where Granted

Henderson

DEATH OF SPOUSE

☐ Resumption of name by widow or widower (G.S. 101-8)

I am a resident of the above named county and pursuant to G.S. 101-8 give notice of my intention to resume use of:

☐ my maiden name.☐ the surname of a prior deceased husband.☐ the surname of a previously divorced husband.☐ my premarriage surname.

Full Name Of Last Spouse (copy of death certificate of your last spouse must be attached)

Signature In Full Maiden Name Or Premarriage Surname

SWORN/AFFIRMED AND SUBSCRIBED TO BEFORE ME

Date

4/19/21

Date

4-19-21

Signature Of Person Authorized To Administer Oaths

Joshua S. Gentry

Current Signature

Robin Riley Chandler

Current Name (Type Or Print)

☐ Deputy CSC☒ Assistant CSC☐ Clerk Of Superior Court☐ Notary

Date My Commission Expires

SEAL

County Where Notarized

A TRUE COPY
CLERK OF SUPERIOR COURT
HENDERSON COUNTY

BY:

Joshua S. Gentry
Assistant, Deputy Clerk Superior Court

Original - File Copy - Applicant

31036 P541

Filed and recorded in the Register of Deeds Office for
Henderson County, N.C. this 18 day of Sept 2000
at 10:21 o'clock A.M. in Book 1036 page 541

\$ 171.⁰⁰ PAID 9/18/00
Henderson Co., N.C., Register of Deeds

Nedra W. Miles
Register of Deeds

By: *Edward L. Harrelson* Deputy

\$ 171.⁰⁰
Excise Tax

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
Verified by County on the day of,
by
J

Mail after recording to EDWARD L. HARRELSON

This instrument was prepared by EDWARD L. HARRELSON, ATTORNEY AT LAW

Brief description for the Index
LOTS 12, 13 & 14 Wanteska Valley

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 15 day of SEPTEMBER, 2000, by and between

GRANTOR

GRANTEE

CRYSTAL C. DUNN, WIDOW

ROBIN R. CHANDLER

ADDRESS: 2513 Haywood Road
Hendersonville, NC 28791

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

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Hendersonville Township, Henderson County, North Carolina and more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION

31036 P542

The property hereinabove described was acquired by Grantor by instrument recorded in
BOOK 502, AT PAGE 675, HENDERSON COUNTY REGISTRY

A map showing the above described property is recorded in Plat Book page

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

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

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.

SUBJECT TO THE YEAR 2000 HENDERSON COUNTY TAXES.

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

.....
(Corporate Name)

By:

..... President

ATTEST:

..... Secretary (Corporate Seal)

..... (SEAL)
GERALDINE MAYER, attorney in fact for
CRYSTAL C. DUNN
..... (SEAL)

Geraldine Mayer, attorney
in fact for Crystal C. Dunn
..... (SEAL)

USE BLACK INK ONLY

SEAL-STAMP

NORTH CAROLINA, HENDERSON County.

I, a Notary Public of the County and State aforesaid, certify that
..... Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this day

My commission expires: Notary Public

SEAL-STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that
..... Secretary of
..... a North Carolina corporation, and that by authority duly
given and as the act of the corporation, the foregoing instrument was signed in its name by its
President, sealed with its corporate seal and attested by as its Secretary.
Witness my hand and official stamp or seal, this day of

My commission expires: Notary Public

Use Black Ink

The foregoing Certificate of *Edward L. Anderson, Notary Public*

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

..... *Nedra W. Moles* REGISTER OF DEEDS FOR *Anderson* COUNTY
By *Nedra W. Moles* Deputy/Assistant - Register of Deeds

31036 P543

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

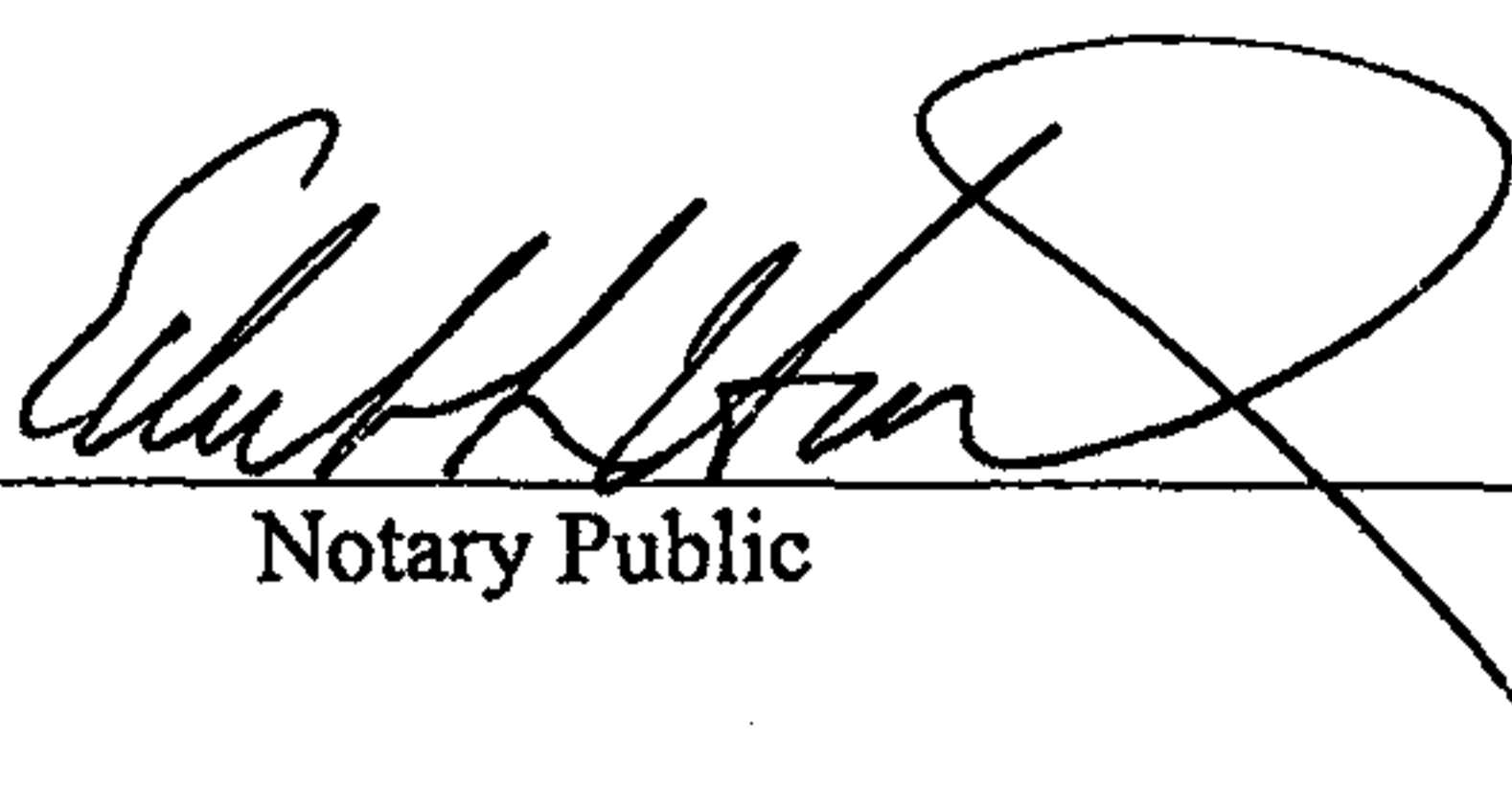
ACKNOWLEDGMENT

I, EDWARD L. HARRELSON, do hereby certify that GERALDINE MAYER, attorney in fact for CRYSTAL C. DUNN, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of CRYSTAL C. DUNN, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Henderson County, State of North Carolina, Register of Deeds, on the 3rd day of AUGUST, 2000, and recorded at Deed Book 1032, at Page 250, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said GERALDINE MAYER acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said CRYSTAL C. DUNN.

WITNESS my hand and official seal, this 15TH day of SEPTEMBER, 2000.



(affix
SEAL)


Notary Public

My commission expires: 1/17/05

31036 P544

EXHIBIT A

BEING Lots 12, 13 and 14 of Wanteska Valley Subdivision as will be shown by reference to Plat Book 5 at page 12, in the office of the Register of Deeds for Henderson County, North Carolina, and being the same property conveyed to James E. Smith, et ux by Donald Lee Holbert, et ux by deed recorded in Deed Book 388 at page 43, in the Register of Deeds office for Henderson County, North Carolina, and being more particularly described as follows:

BEGINNING at a stake in the southwest margin of the Haywood Road (U. S. 191) common corner of Lots 11 and 12; thence with the southeast line of Lot 12, South 42 deg. 15 min. West 161.6 feet to a stake; thence North 40 deg. West 75 feet to a stake; thence with the southeast line of Lot 15, North 42 deg. 15 min. East 164 feet to a stake in the margin of U. S. #191; thence with the margin of said Highway in a southeasterly direction, 75 feet to the point of BEGINNING.

Also being the same property set forth in deed from Robert F. Bush (widower) to Robert E. Greer and Albert Allor dated April 26, 1972 and recorded in Deed Book 495 at page 531 of the Henderson County Registry.

CERTIFICATE OF SUFFICIENCY

Re: Petition for Contiguous Annexation
 Petitioners: Lee Ray Bergman LLC. (Leah Bergman, Manager)
 File No. C22-73-ANX

To the Honorable Mayor and members of the City Council of Hendersonville, North Carolina:
I, Angela L. Reece, City Clerk, being first duly sworn, hereby certify that:

1. A petition has been received for contiguous annexation of property consisting of +/- 8.67 acres located on Duncan Hill Road and Signal Hill Road in Hendersonville, NC, being tax parcel PINs 9569-95-7758, 9569-95-5941, and 9569-96-4013, 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-31 of the Petition for compliance with the requirements of N.C.G.S. § 160A-31.

Based upon this investigation, I find that

1. The Petition includes the names and addresses and signatures of all owners of real property lying in the area described therein.
2. The Petition was prepared in substantially the form prescribed by 160A-31(b).
3. The area described in the petition is contiguous to the City of Hendersonville’s primary corporate limits, as defined by N.C.G.S. 160A-31(f).
4. The area for annexation meets all other requirements defined in NC 160A-31 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 _____, 2022.

(City Seal)

Angela L. Reece, City Clerk

EXHIBIT A LEGAL DESCRIPTION

Beginning on a 5/8" rebar, said rebar having North Carolina Grid Coordinates of Northing – 595484.50 and Easting – 969625.25 and being located in the Existing City of Hendersonville Boundary Line, thence from said beginning point thus established and running with the Existing City of Hendersonville Boundary Line, S 51°24'22" W 15.40' to a point, said point being located in the northern margin of Duncan Hill Road, North Carolina State Road 1525, and thence leaving the Existing City of Hendersonville Boundary Line and continuing with the margin of Duncan Hill Road, N 37°42'37" W 309.38' to a point, thence N 37°42'37" W 156.03' to a point, thence N 38°03'44" W 274.32' to a point, thence leaving the margin of Duncan Hill Road N 52°25'00" E 17.09' to a 5/8" rebar, thence N 37°17'49" W 65.17' to a 5/8" rebar, thence on a curve to the right, said curve having a radius of 287.15' and an arc length of 56.76' (chord bearing and distance, N 31°31'20" W, 56.67') to a point, thence on a curve to the right, said curve having a radius of 32.03' and an arc length of 71.49' (chord bearing and distance, N 38°05'05" E, 57.55') to a point located in the right of way of Signal Hill Road, North Carolina State Road 1508, thence continuing with the right of way of Signal Hill Road on a curve to the left, said curve having a radius of 2255.54' and an arc length of 377.58' (chord bearing and distance, S 81°40'18" E 377.14') to a point, thence S 86°28'03" E 198.13' to a 1/2" iron pipe set, thence S 86°28'03" E 125.33' to a 5/8" rebar, thence leaving the right of way of Signal Hill Road, S 39°04'23" E 72.92' to a 1/2" iron pipe, thence S 39°04'23" 308.67' to a 5/8" rebar located in the Existing City of Hendersonville Boundary Line, thence running with the Existing City of Hendersonville Boundary Line S 51°24'22" W 576.53' to the point and place of beginning. Containing 8.67 Acres and being all of that property as described in Tracts I and II of Deed Book 3841, Page 517 and all of that property as described in Deed Book 3841, Page 514 as shown on survey by Associated Land Surveyors & Planners, PC dated July 11, 2022 and bearing job number S- 21-900.

Resolution #__-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL FIXING DATE OF
PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31**

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

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

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the City Operations Center located at 305 William St. Hendersonville NC, 28792 at 5:45 p.m. October 6th, 2022, 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 PINs 9569-95-7758, 9569-95-5941, and 9569-96-4013 described in the plat recorded in Book 2022 - ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9569-95-7758, 9569-95-5941, and 9569-96-4013 being described by metes and bounds as follows:

Beginning on a 5/8" rebar, said rebar having North Carolina Grid Coordinates of Northing – 595484.50 and Easting – 969625.25 and being located in the Existing City of Hendersonville Boundary Line, thence from said beginning point thus established and running with the Existing City of Hendersonville Boundary Line, S 51°24'22" W 15.40' to a point, said point being located in the northern margin of Duncan Hill Road, North Carolina State Road 1525, and thence leaving the Existing City of Hendersonville Boundary Line and continuing with the margin of Duncan Hill Road, N 37°42'37" W 309.38' to a point, thence N 37°42'37" W 156.03' to a point, thence N 38°03'44" W 274.32' to a point, thence leaving the margin of Duncan Hill Road N 52°25'00" E 17.09' to a 5/8" rebar, thence N 37°17'49" W 65.17' to a 5/8" rebar, thence on a curve to the right, said curve having a radius of 287.15' and an arc length of 56.76' (chord bearing and distance, N 31°31'20" W, 56.67') to a point, thence on a curve to the right, said curve having a radius of 32.03' and an arc length of 71.49' (chord bearing and distance, N 38°05'05" E, 57.55') to a point located in the right of way of Signal Hill Road, North Carolina State Road 1508, thence continuing with the right of way of Signal Hill Road on a curve to the left, said curve having a radius of 2255.54' and an arc length of 377.58' (chord bearing and distance, S 81°40'18" E 377.14') to a point, thence S 86°28'03" E 198.13' to a 1/2" iron pipe set, thence S 86°28'03" E 125.33' to a 5/8" rebar, thence leaving the right of way of Signal Hill Road, S 39°04'23" E 72.92' to a 1/2" iron pipe, thence S 39°04'23" 308.67' to a 5/8" rebar located in the Existing City of Hendersonville Boundary Line, thence running with the Existing City of Hendersonville Boundary Line S 51°24'22" W 576.53' to the point and place of beginning. Containing 8.67 Acres and being all of that property as described in Tracts I and II of Deed Book 3841, Page 517 and all of that property as described in Deed Book

3841, Page 514 as shown on survey by Associated Land Surveyors & Planners, PC dated July 11, 2022 and bearing job number S- 21-900.

Re: Petition for Contiguous Annexation
 Petitioners: Lee Ray Bergman LLC. (Leah Bergman, Manager)
 File No. C22-73-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

Angela L. Reece, City Clerk



Approved as to form:

Angela S. Beeker, City Attorney

Beginning on a 5/8" rebar, said rebar having North Carolina Grid Coordinates of Northing – 595484.50 and Easting – 969625.25 and being located in the Existing City of Hendersonville Boundary Line, thence from said beginning point thus established and running with the Existing City of Hendersonville Boundary Line, S 51°24'22" W 15.40' to a point, said point being located in the northern margin of Duncan Hill Road, North Carolina State Road 1525, and thence leaving the Existing City of Hendersonville Boundary Line and continuing with the margin of Duncan Hill Road, N 37°42'37" W 309.38' to a point, thence N 37°42'37" W 156.03' to a point, thence N 38°03'44" W 274.32' to a point, thence leaving the margin of Duncan Hill Road N 52°25'00" E 17.09' to a 5/8" rebar, thence N 37°17'49" W 65.17' to a 5/8" rebar, thence on a curve to the right, said curve having a radius of 287.15' and an arc length of 56.76' (chord bearing and distance, N 31°31'20" W, 56.67') to a point, thence on a curve to the right, said curve having a radius of 32.03' and an arc length of 71.49' (chord bearing and distance, N 38°05'05" E, 57.55') to a point located in the right of way of Signal Hill Road, North Carolina State Road 1508, thence continuing with the right of way of Signal Hill Road on a curve to the left, said curve having a radius of 2255.54' and an arc length of 377.58' (chord bearing and distance, S 81°40'18" E 377.14') to a point, thence S 86°28'03" E 198.13' to a 1/2" iron pipe set, thence S 86°28'03" E 125.33' to a 5/8" rebar, thence leaving the right of way of Signal Hill Road, S 39°04'23" E 72.92' to a 1/2" iron pipe, thence S 39°04'23" 308.67' to a 5/8" rebar located in the Existing City of Hendersonville Boundary Line, thence running with the Existing City of Hendersonville Boundary Line S 51°24'22" W 576.53' to the point and place of beginning. Containing 8.67 Acres and being all of that property as described in Tracts I and II of Deed Book 3841, Page 517 and all of that property as described in Deed Book 3841, Page 514 as shown on survey by Associated Land Surveyors & Planners, PC dated July 11, 2022 and bearing job number S-21-900.



Duncan Terrace
C22-73-ANX
PINs: 9569-95-7758, -5941, -96-4013
Acreage: 8.67
Contiguous Annexation
Community Development Department

 Subject Property
 Hendersonville City Limits





**CITY OF HENDERSONVILLE
COMMUNITY DEVELOPMENT DEPARTMENT**

100 N. King St. ~ Hendersonville, NC ~ 28792
Phone (828) 697-3010 ~ Fax (828) 697-6185
www.hendersonvillenc.gov

PETITION REQUESTING ANNEXATION

The following are required to constitute a complete application for voluntary annexation:

- ~This form including the property owner's signature
- ~A copy of the deed indicating ownership of the property.
- ~An annexation plat of the property prepared by a registered surveyor licensed to practice in the state of North Carolina.
- ~ A typed boundary description of the property

Date 08/10/2022

Location / Property Address 710 Duncan Hill Road- 3 parcels

List 10 digit PIN or 7 digit PID number 9569964013, 9569955941, 9569957758

Does this property adjoin the present City Limits?



YES



NO

Is the property within the ETJ?



YES



NO

Reason for annexation

New developement of multi-family residentials units

Applicant Name Lee Ray Bergman, LLC

Address Post Office Box 685 Durham NC 27702

Phone 917 714 9601

Fax 919 419 7451

Email Lmb2691@hotmail.com

Property Owner: Name Lee Ray Bergman, LLC - Leah Bergman

Address 2814 Chapel Hill Road, Durham NC 27701

DocuSigned by:

Signature

Leah Bergman

3FEE824BA90041A...

Printed Name

Leah Bergman

Official Use:

DATE RECEIVED: _____ **BY** _____



LIMITED LIABILITY COMPANY ANNUAL REPORT

Section 5, Item E.

1/6/2022

NAME OF LIMITED LIABILITY COMPANY: Lee Ray Bergman, LLC

SECRETARY OF STATE ID NUMBER: 0391645 STATE OF FORMATION: NC

REPORT FOR THE CALENDAR YEAR: 2021

Filing Office Use Only
E - Filed Annual Report
0391645
CA202219200262
7/11/2022 10:30

☐ Changes

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Bergman, Leah

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY 4. REGISTERED AGENT OFFICE MAILING ADDRESS

2814 Chapel Hill Road

2814 Chapel Hill Road

Durham, NC 27707 Durham County

Durham, NC 27707

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Lessor/Real Estate

2. PRINCIPAL OFFICE PHONE NUMBER: (919) 493-3559

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS

5. PRINCIPAL OFFICE MAILING ADDRESS

2814 Chapel Hill Road

P O Box 685

Durham, NC 27707

Durham, NC 27702

6. Select one of the following if applicable. (Optional see instructions)

☐

The company is a veteran-owned small business

☐

The company is a service-disabled veteran-owned small business

SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: Leah Bergman

NAME: _____

NAME: _____

TITLE: Manager

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

2814 Chapel Hill Rd

Durham, NC 27707-2703

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Leah Bergman

7/11/2022

SIGNATURE

DATE

Form must be signed by a Company Official listed under Section C of This form.

Leah Bergman

Manager

Print or Type Name of Company Official

Print or Type Title of Company Official

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

BK 3841 PG 514 - 516 (3) DOC# 970104
This Document eRecorded: 12/21/2021 03:41:32 PM
Fee: \$26.00
Henderson County, North Carolina Tax: \$712.00
William Lee King, Register of Deeds

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$712.00

Parcel Identifier No: 1005313 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Kennon Craver, LLC, 4011 University Drive, Ste. 300, Durham, NC 27707
This instrument was prepared by: Sherri L. Brewer DEED PREP ONLY TITLE NOT EXAMINED 21-2891

Brief description for the Index: 4.2 acres Duncan Hill Rd

THIS DEED made this 14th day of December 2021, by and between

GRANTOR	GRANTEE
GREEN HOLDINGS, LLC, a North Carolina Limited Liability Company	LEE RAY BERGMAN, LLC, a North Carolina Limited Liability Company
PO Box 1776 Hendersonville, NC 28793	PO Box 685 Durham, NC 27702

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 Hendersonville Township, Henderson County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT A.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1680 at Page 475 & 465.

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 _____.

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 Henderson County ad valorem taxes 2022 and subsequent years.
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.

Green Holdings

, LLC

By: Paul H. Bakke

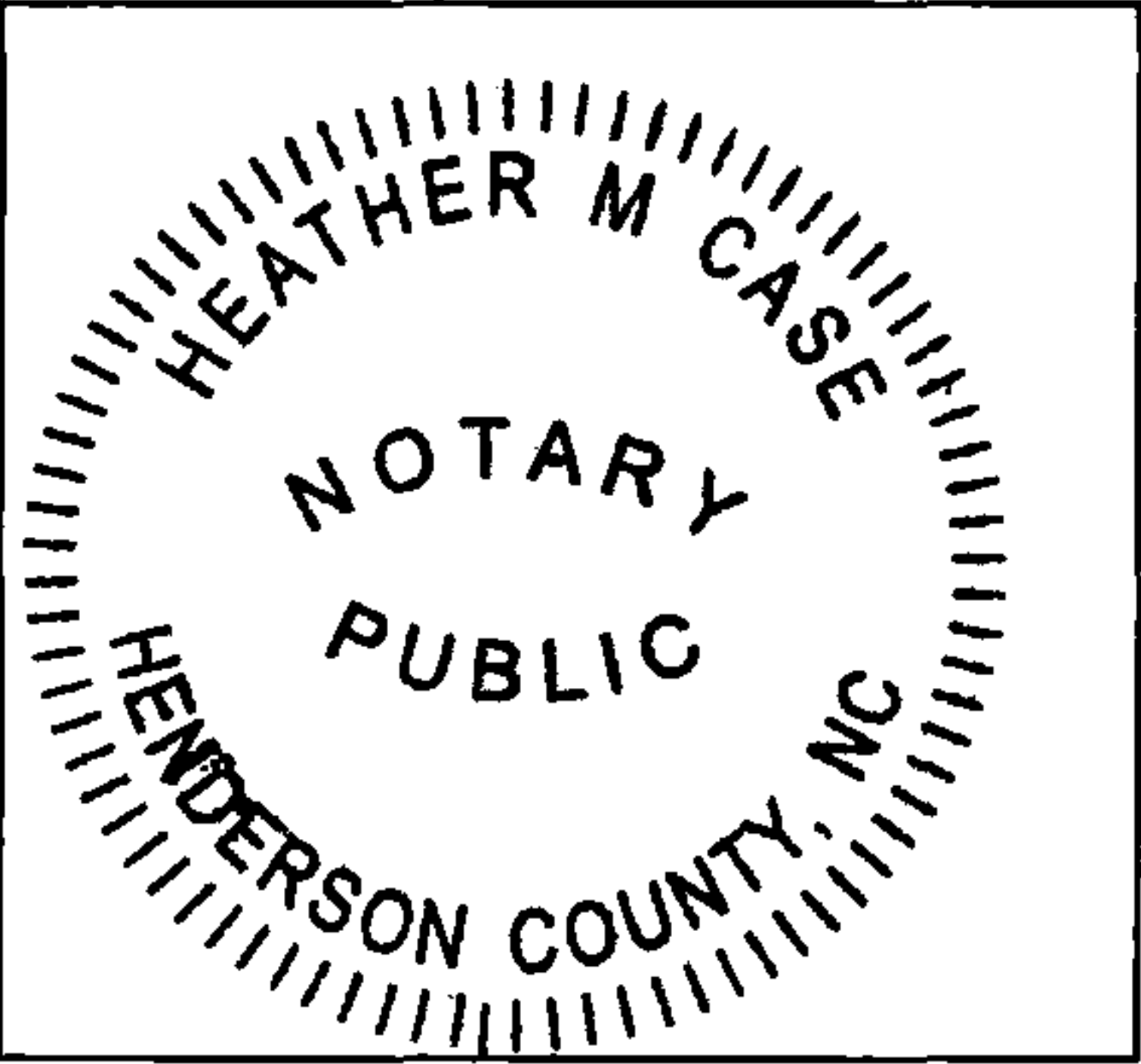
Paul Bakke, Member/Manager

By: Thomas H. Jacobson

Thomas H. Jacobson, Member/Manager

By: _____

By: _____



(Affix Seal)

State of NORTH CAROLINA - County of HENDERSON

I, the undersigned Notary Public of the County and State aforesaid, certify that Paul Bakke and Thomas H. Jacobson, Members/Managers of Green Holdings, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 14th day of December, 2021.

My Commission Expires:
9/26/2026

Heather M Case

Heatherm.case Notary Public

Notary's Printed or Typed Name

Exhibit A

BEGINNING at a spindle, said spindle being located in the eastern or northeastern boundary of the right of way of Duncan Hill Road (SR 1523), said spindle being located North 80 deg. 23 min. 07 sec. West 57.78 feet from the corner of a church building, said church building being located on the property of (now or formerly) Trustees of Mountain View Baptist Church, Inc. as described in Deed Book 966, Page 255, Henderson County Registry, said Beginning Point also being the northwesternmost corner of said property; AND RUNNING THENCE FROM SAID POINT AND PLACE OF BEGINNING along and with the eastern or northeastern boundary of the right of way of Duncan Hill Road, North 38 deg. 47 min. 39 sec. West 484.19 feet to a point, said point being the southwesternmost corner of the property of (now or formerly) Hazel Erwin Heaton, said property being described in Deed to Hazel Erwin Heaton's predecessors in title in Deed Book 220, Page 236; thence along and with the southeastern boundary of the property of Hazel Erwin Heaton, passing an existing iron pin at 7.61 feet, North 50 deg. 15 min. 24 sec. East 583.98 feet to an existing iron stake in the western or southwestern boundary of the property of (now or formerly) Radio Hendersonville, Inc. as described in Deed Book 778, Page 237; thence along and with the boundary of the property of Radio Hendersonville, Inc., South 40 deg. 15 min. 59 sec. East 484.78 feet to an existing iron pin, said existing iron pin being a common corner with the property of (now or formerly) Trustees of Mountain View Baptist Church, Inc., said existing iron pin being located North 40 deg. 19 min. 20 sec. West 75.87 feet from an existing iron pin at the southernmost corner of Tract I as described in Deed Book 778, Page 237; thence along and with the northwestern boundary of the property of (now or formerly) Trustees of Mountain View Baptist Church, Inc., South 50 deg. 19 min. 06 sec. West 596.43 feet to the point and place of BEGINNING, and being a tract or parcel of land containing 6.564 acres, more or less, and being the property shown on unrecorded plat of survey entitled "Plat of Survey for Philip T. Green, Jr. and wife, Dona B. Green" prepared by Waggoner and Rhodes Land Surveyors, Inc. dated December 27, 2004, bearing Job No. 04-107. Being the same property conveyed as "TRACT I" from Margaret H. Coleman, Widow, to Philip T. Green, Jr. and wife, Dona B. Green, by deed dated December 30, 2004, and recorded in Deed Book 1211 at Page 457, Henderson County Registry.

Less and excepting that 2.387 acre parcel conveyed from Philip T. Green, Jr. and wife, Dona B. Green, to Vernon Jones, Dono Jones and Seagle Blackwell, Trustees for Mountain View Missionary Baptist Church (fka Mountain View Baptist Church) by deed dated August 7, 2006, and recorded in Deed Book 1284 at Page 562, Henderson County Registry.

BK 3841 PG 517 - 519 (3) DOC# 970105
This Document eRecorded: 12/21/2021 03:41:33 PM
Fee: \$26.00
Henderson County, North Carolina Tax: \$689.00
William Lee King, Register of Deeds

~~\$689.00~~ NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: ~~\$688.00~~

Parcel Identifier No: 1000010 & 110768 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Kennon Craver, LLC, 4011 University Drive, Ste. 300, Durham, NC 27707

This instrument was prepared by: Sherri L. Brewer DEED PREP ONLY TITLE NOT EXAMINED 21-2891

Brief description for the Index: 4.06 acres Duncan Hill Rd

THIS DEED made this 14th day of December 2021, by and between

GRANTOR	GRANTEE
NORTH MAIN STREET PROPERTIES OF HENDERSONVILLE, LLC, a North Carolina Limited Liability Company	LEE RAY BERGMAN, LLC, a North Carolina Limited Liability Company
PO Box 1776 Hendersonville, NC 28793	PO Box 685 Durham, NC 27702

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 Hendersonville Township, Henderson County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT A.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1680 at Page 475 & 465.

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 _____.

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 Henderson County ad valorem taxes 2022 and subsequent years.
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.

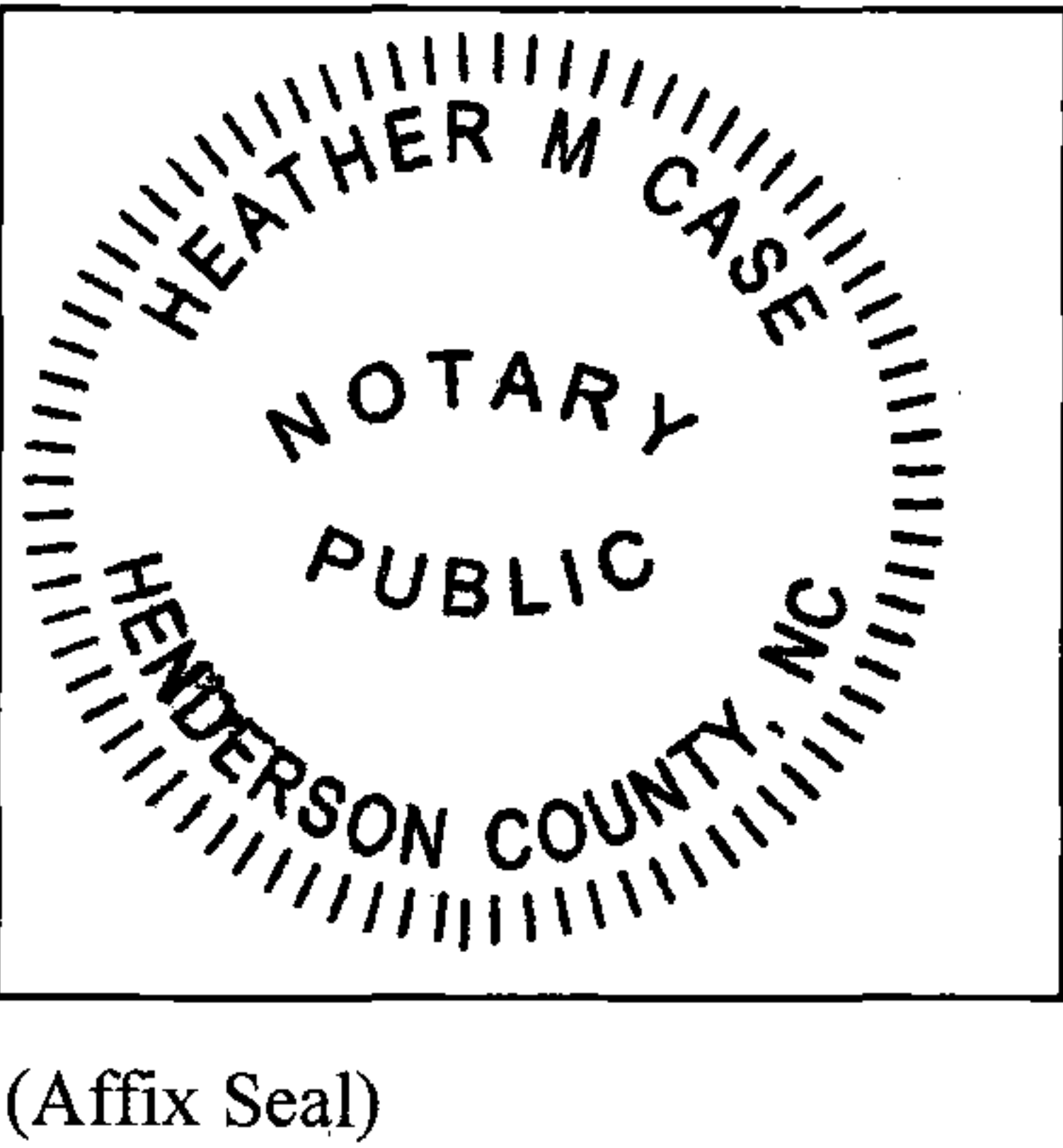
North Main Street Properties of Hendersonville, LLC

By: Paul Bakke
Paul Bakke, Member/Manager

By: _____

By: Thomas H. Jacobson
Thomas H. Jacobson, Member/Manager

By: _____



State of NORTH CAROLINA - County of HENDERSON

I, the undersigned Notary Public of the County and State aforesaid, certify that Paul Bakke and Thomas H. Jacobson, Members/Managers of North Main Street Properties of Hendersonville, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 14th day of December, 2021.

My Commission Expires:
9/26/2026

Heather M. Case
Heather M. Case Notary Public
Notary's Printed or Typed Name

Exhibit A

Tract 1:

BEGINNING at a point located in the eastern or northeastern boundary of the right of way of Duncan Hill Road (SR 1523), said Beginning Point being the northwesternmost corner of the property of Hazel Erwin Heaton, said property described in Deed to Hazel Erwin Heaton's predecessor in title in Deed Book 220, Page 236; AND RUNNING THENCE FROM SAID POINT AND PLACE OF BEGINNING along and with the boundary of the right of way of Duncan Hill Road, North 39 deg. 20 min. 53 sec. West 274.58 feet to a point; thence continuing along and with the boundary of the right of way of Duncan Hill Road, North 51 deg. 23 min. 04 sec. East 16.96 feet and North 38 deg. 20 min. 12 se. West 65.21 feet; thence in a clockwise direction along and with the arc of a curve having a radius of 287.16 feet, a chord bearing North 32 deg. 40 min. 25 sec. West, a chord distance of 56.67 feet, a tangent of 28.48 feet, a delta angle of 11 deg. 19 min. 34 sec., a distance of 56.77 feet to an existing iron stake; thence continuing in a clockwise direction along and with the arc of a curve having a radius of 32.03 feet, a chord bearing of North 36 deg. 56 min. 00 sec. East, a chord distance of 57.55 feet, a tangent of 65.51 feet, a delta angle of 127 deg. 53 min. 15 sec., a distance of 71.49 feet to a point located in the southern boundary of the right of way of Signal Hill Road (SR 1508); thence along and with the southern boundary of the right of way of Signal Hill Road, along and with the arc of a curve having a radius of 2255.54 feet, a chord bearing of South 82 deg. 49 min. 28 sec. East, a chord distance of 377.26 feet, a tangent of 189.29 feet, a delta angle of 9 deg. 35 min. 39 sec., a total distance of 377.69 feet to an existing iron stake; thence continuing along and with the southern boundary of the right of way of Signal Hill Road, South 87 deg. 37 min. 18 sec. East 199.22 feet to a new iron pin set, said new iron pin being the northernmost corner of the property of Hazel Erwin Heaton referred to hereinabove; thence along and with the northern or northwestern boundary of the property of Hazel Erwin Heaton, South 50 deg. 16 min. 58 sec. West passing an existing iron pin at 477.92 feet, a total distance of 488.87 feet to the point and place of BEGINNING, and being a tract of parcel of land containing 2.504 acres, more or less, and being the property shown on unrecorded plat of survey entitled "Plat of Survey for Philip T. Green, Jr. and wife, Dona B. Green" prepared by Waggoner and Rhodes Land Surveyors, Inc. dated December 27, 2004, bearing Job No. 04-107. Being the same property conveyed as "TRACT II" from Margaret H. Coleman, Widow, to Philip T. Green, Jr. and wife, Dona B. Green, by deed dated December 30, 2004, and recorded in Deed Book 1211 at Page 457, Henderson County Registry.

Tract 2:

BEING Lot 7 of the A.A. Duncan Estate as shown by map recorded in Book 72, Page 71 of the Records of Deeds for Henderson County and being more particularly described as follows:

BEGINNING at a stake on the East side of Duncan Street, the southeast corner of Lot 8 and runs North 49 ½ deg. East with Lot 8, 35 poles to a stake; thence South 39 ½ deg. East 9 ½ poles to a stake, the northwest corner of Lot 6; thence South 49 ½ deg. West with Lot 6, 35 1/3 poles to a stake at Duncan Street; thence North 39 ½ deg. West with Duncan Street to the BEGINNING, containing 2 acres more or less.

BEING the same property conveyed from Hazel Erwin Heaton, Widow, to Philip T. Green, Jr. and wife, Dona B. Green, by deed dated February 13, 2006, and recorded in Deed Book 1263 at Page 153, Henderson County Registry.

BK 3841 PG 517 - 519 (3) DOC# 970105
This Document eRecorded: 12/21/2021 03:41:33 PM
Fee: \$26.00
Henderson County, North Carolina Tax: \$689.00
William Lee King, Register of Deeds

~~\$689.00~~ NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: ~~\$688.00~~

Parcel Identifier No: 1000010 & 110768 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Kennon Craver, LLC, 4011 University Drive, Ste. 300, Durham, NC 27707
This instrument was prepared by: Sherri L. Brewer DEED PREP ONLY TITLE NOT EXAMINED 21-2891

Brief description for the Index: 4.06 acres Duncan Hill Rd

THIS DEED made this 14th day of December 2021, by and between

GRANTOR	GRANTEE
NORTH MAIN STREET PROPERTIES OF HENDERSONVILLE, LLC, a North Carolina Limited Liability Company	LEE RAY BERGMAN, LLC, a North Carolina Limited Liability Company
PO Box 1776 Hendersonville, NC 28793	PO Box 685 Durham, NC 27702

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 Hendersonville Township, Henderson County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT A.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1680 at Page 475 & 465.

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 _____.

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 Henderson County ad valorem taxes 2022 and subsequent years.
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.

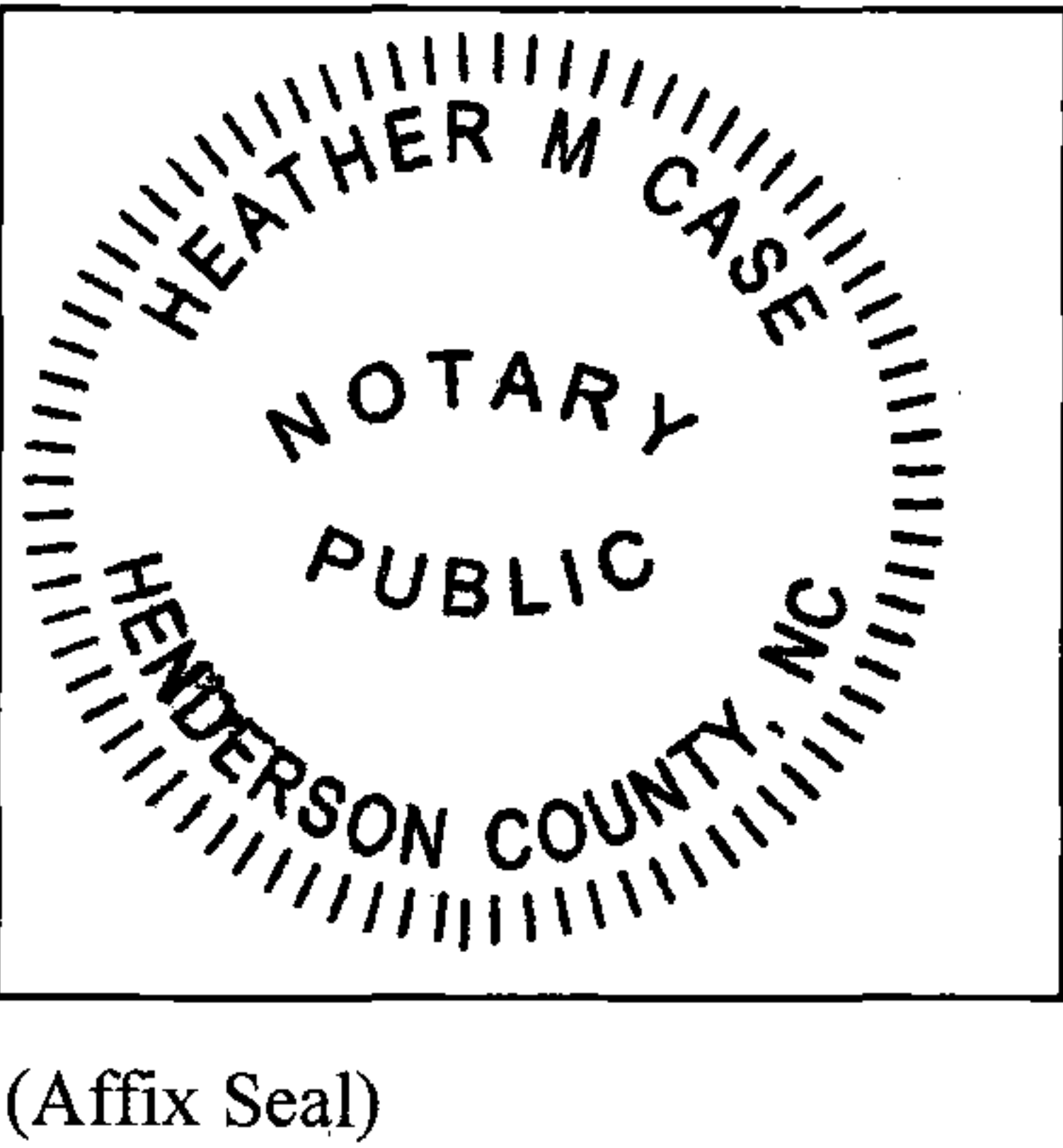
North Main Street Properties of Hendersonville, LLC

By: Paul Bakke
Paul Bakke, Member/Manager

By: _____

By: Thomas H. Jacobson
Thomas H. Jacobson, Member/Manager

By: _____



State of NORTH CAROLINA - County of HENDERSON

I, the undersigned Notary Public of the County and State aforesaid, certify that Paul Bakke and Thomas H. Jacobson, Members/Managers of North Main Street Properties of Hendersonville, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 14th day of December, 2021.

My Commission Expires:
9/26/2026

Heather M. Case
Heather M. Case Notary Public

Notary's Printed or Typed Name

Exhibit A

Tract 1:

BEGINNING at a point located in the eastern or northeastern boundary of the right of way of Duncan Hill Road (SR 1523), said Beginning Point being the northwesternmost corner of the property of Hazel Erwin Heaton, said property described in Deed to Hazel Erwin Heaton's predecessor in title in Deed Book 220, Page 236; AND RUNNING THENCE FROM SAID POINT AND PLACE OF BEGINNING along and with the boundary of the right of way of Duncan Hill Road, North 39 deg. 20 min. 53 sec. West 274.58 feet to a point; thence continuing along and with the boundary of the right of way of Duncan Hill Road, North 51 deg. 23 min. 04 sec. East 16.96 feet and North 38 deg. 20 min. 12 se. West 65.21 feet; thence in a clockwise direction along and with the arc of a curve having a radius of 287.16 feet, a chord bearing North 32 deg. 40 min. 25 sec. West, a chord distance of 56.67 feet, a tangent of 28.48 feet, a delta angle of 11 deg. 19 min. 34 sec., a distance of 56.77 feet to an existing iron stake; thence continuing in a clockwise direction along and with the arc of a curve having a radius of 32.03 feet, a chord bearing of North 36 deg. 56 min. 00 sec. East, a chord distance of 57.55 feet, a tangent of 65.51 feet, a delta angle of 127 deg. 53 min. 15 sec., a distance of 71.49 feet to a point located in the southern boundary of the right of way of Signal Hill Road (SR 1508); thence along and with the southern boundary of the right of way of Signal Hill Road, along and with the arc of a curve having a radius of 2255.54 feet, a chord bearing of South 82 deg. 49 min. 28 sec. East, a chord distance of 377.26 feet, a tangent of 189.29 feet, a delta angle of 9 deg. 35 min. 39 sec., a total distance of 377.69 feet to an existing iron stake; thence continuing along and with the southern boundary of the right of way of Signal Hill Road, South 87 deg. 37 min. 18 sec. East 199.22 feet to a new iron pin set, said new iron pin being the northernmost corner of the property of Hazel Erwin Heaton referred to hereinabove; thence along and with the northern or northwestern boundary of the property of Hazel Erwin Heaton, South 50 deg. 16 min. 58 sec. West passing an existing iron pin at 477.92 feet, a total distance of 488.87 feet to the point and place of BEGINNING, and being a tract of parcel of land containing 2.504 acres, more or less, and being the property shown on unrecorded plat of survey entitled "Plat of Survey for Philip T. Green, Jr. and wife, Dona B. Green" prepared by Waggoner and Rhodes Land Surveyors, Inc. dated December 27, 2004, bearing Job No. 04-107. Being the same property conveyed as "TRACT II" from Margaret H. Coleman, Widow, to Philip T. Green, Jr. and wife, Dona B. Green, by deed dated December 30, 2004, and recorded in Deed Book 1211 at Page 457, Henderson County Registry.

Tract 2:

BEING Lot 7 of the A.A. Duncan Estate as shown by map recorded in Book 72, Page 71 of the Records of Deeds for Henderson County and being more particularly described as follows:

BEGINNING at a stake on the East side of Duncan Street, the southeast corner of Lot 8 and runs North 49 ½ deg. East with Lot 8, 35 poles to a stake; thence South 39 ½ deg. East 9 ½ poles to a stake, the northwest corner of Lot 6; thence South 49 ½ deg. West with Lot 6, 35 1/3 poles to a stake at Duncan Street; thence North 39 ½ deg. West with Duncan Street to the BEGINNING, containing 2 acres more or less.

BEING the same property conveyed from Hazel Erwin Heaton, Widow, to Philip T. Green, Jr. and wife, Dona B. Green, by deed dated February 13, 2006, and recorded in Deed Book 1263 at Page 153, Henderson County Registry.



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

Adam Steurer

MEETING DATE:

September 1, 2022

AGENDA SECTION:

Consent Agenda

DEPARTMENT:

Utilities

TITLE OF ITEM:

Acknowledgement for the City of Saluda to Apply for a Water System Merger/Regionalization Feasibility Grant – *Adam Steurer, Utilities Engineer*

SUGGESTED MOTION(S):

I move City Council to adopt the Resolution By the City Council of Acknowledgement for the City of Saluda to apply for a Merger/Regionalization Feasibility grant.

SUMMARY:

The North Carolina Department of Environmental Quality (NCDEQ) is accepting applications for Merger/Regionalization Feasibility (MRF) grants, which allow a utility to identify and then work with partnering utilities to investigate the challenges, benefits, and implications for both utilities to merge, in part or in whole, to regionalize, or some combination thereof.

Saluda is a current municipal wholesale City of Hendersonville water customer. Saluda wishes to apply for a grant to further investigate the potential merger of its water system with the Hendersonville water system to ensure long-term viability for its customers. A letter of Acknowledgement from partnering utilities, in this case Hendersonville, is required for the grant application. The collaborations of the study are not binding, and the Acknowledgement Letter does not commit Hendersonville to act on the findings.

BUDGET IMPACT: \$0

Is this expenditure approved in the current fiscal year budget? n/a

If no, describe how it will be funded.

ATTACHMENTS:

1. Resolution By the City Council of Acknowledgement of the City of Saluda to apply for a Merger/Regionalization Feasibility grant

Resolution # - _____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL OF
ACKNOWLEDGEMENT OF THE CITY OF SALUDA TO APPLY FOR A
MERGER/REGIONALIZATION FEASIBILITY GRANT**

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

WHEREAS, the North Carolina Department of Environmental Quality (NCDEQ) is accepting
applications for Merger/Regionalization Feasibility (MRF) grants, which allow a utility to identify
and then work with partnering utilities to investigate the challenges, benefits, and implications for
both utilities to merge, in part or in whole, to regionalize, or some combination thereof; and

WHEREAS, the City of Saluda wishes to apply for a MRF grant to further investigate the potential
merger of its water system with the Hendersonville water system to ensure long-term viability for its
customers; and

WHEREAS, a Letter of Acknowledgement from Hendersonville as the partnering utility is required
for the grant application; and

WHEREAS, the collaborations of the study are not binding, and the Acknowledgement Letter does
not commit Hendersonville to act on the findings.

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
Acknowledgement as the partnering utility.

Adopted by the City Council of the City of Hendersonville, North Carolina on this _____ day of
_____, 20____.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Steurer **MEETING DATE:** September 1, 2022

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Utilities

TITLE OF ITEM: Engineering Services for the Hendersonville Water Treatment Facility Master Plan— *Adam Steurer, Utilities Engineer*

SUGGESTED MOTION(S):

I move City Council to adopt the Resolution By the City Council to select Hazen and Sawyer as most qualified to provide engineering services and authorize the City Manager To Enter Into a Contract for Engineering Services for the Hendersonville Water Treatment Facility Master Plan.

SUMMARY:

The primary goal of the Water Treatment Facility (WTF) Master Plan is to generally identify replacements, improvements, and expansions to the City's WTF within a future planning period to year 2050 to ensure the facility is reliably maintained and expanded.

Staff completed a qualifications-based selection process for Professional Engineering Services and have selected engineering firm Hazen and Sawyer as most qualified to provide the services.

Staff applied and was awarded a grant through the North Carolina Department of Environmental Quality to fund this study.

BUDGET IMPACT: \$379,000 funded via grant.

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

If no, describe how it will be funded. Funds are allocated through a CPO from the grant.

ATTACHMENTS:

1. Qualification Statement Evaluation
2. Scope of Services
3. Resolution By the City Council to Authorize the City Manager To Enter Into an Contract for Professional Engineering Services for the Water Treatment Facility Master Plan

Resolution # - _____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ENTER
INTO A CONTRACT FOR ENGINEERING SERVICES FOR THE WATER
TREATMENT FACILITY MASTER PLAN**

WHEREAS, the City owns and operates a 12 million gallon per day (mgd) Water Treatment Facility; and

WHEREAS, the City desires to identify replacements, improvements, and expansions to the WTF within a future planning period to year 2050 to ensure the facility is reliably maintained and expanded.; and

WHEREAS, City Staff have performed a qualifications-based selection, determined Hazen and Sawyer as most qualified, and received a proposal from Hazen and Sawyer to provide Engineering Services to support the Plan;

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

1. Hazen and Sawyer is most qualified to provide professional engineering services for the Plan, as recommended by Staff.
2. The scope of engineering services from Hazen and Sawyer is approved in the amount of \$379,000
3. The City Manager is authorized to execute an agreement with Hazen and Sawyer consistent with the terms of this Resolution, as approved by the City Attorney, and authorized to execute amendments to the scope within the project budget.

Adopted by the City Council of the City of Hendersonville, North Carolina on this _____ day of _____, 20 ____.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Water Treatment Facility Master Plan - QUALIFICATION STATEMENT EVALUATION

Statements Due: January 12, 2022

Firm Name	Location	Reviewer	Firm Rep Proj Exp. (40)	Staff Exp (40)	QC (15)	Prox to City (5)	MBE/DBE (Y/N)	TOTAL (100)	FINAL SCORE (100)	Reviewer Rank	Average RANK
Hazen and Sawyer	Raleigh, NC	Reviewer 1	38	39	14	2	Y	93	91.3	1	1
		Reviewer 2	39	39	14	2		94		1	
		Reviewer 3	36	36	13	2		87		2	
		Reviewer 4	38	38	13	2		91		1	
McKim & Creed, Inc	Charlotte, NC	Reviewer 1	37	38	13	3	Y	91	91.0	2	2
		Reviewer 2	36	37	12	3		88		2	
		Reviewer 3	39	39	14	3		95		1	
		Reviewer 4	36	38	13	3		90		2	
Stantec Consulting Services, Inc.	Asheville, NC/Winston Salem, NC	Reviewer 1	32	33	13	3	Y	81	80.5	3	3
		Reviewer 2	31	33	13	3		80		3	
		Reviewer 3	30	32	12	3		77		3	
		Reviewer 4	34	34	13	3		84		3	

SCHEDULE A

SCOPE OF SERVICES

City of Hendersonville, North Carolina

Engineering Services for the Hendersonville Water Treatment Facility Master Plan

The scope of work provided by Hazen and Sawyer, D.P.C. (hereinafter, the “Engineer”) for the City of Hendersonville, North Carolina (hereinafter, the “Owner”) shall include professional services for the Work Items A – R listed and detailed below. Work Items shall be advanced concurrently unless a particular evaluation must be completed first to inform the effort of another. As Work Items are completed, documentation of these efforts shall be provided to the Owner. For the purposes of the assessment efforts defined below, the Engineer shall use the facility’s rated capacity to evaluate the adequacy of the existing facilities and demand projections provided by the Water Distribution System Master Plan Consultant (DSMPC) to determine needed facility upgrades/expansion to accommodate any imminent and long-term system demands (out to Year 2050). Once the timing of the first recommended facility expansion is identified, subsequent expansions shall be scheduled on a 20-year horizon. Consistent with regulatory and industry guidance, the previous expansion shall support up to 90% of the projected Maximum Day Demand (MDD) in the twentieth year when planned construction begins for the next expansion.

A. Data Collection and Organization

1. The Engineer shall obtain from the Owner all relevant facility records and operational and monitoring data including but not limited to, the following:
 - a. Drawings and specifications available for the original construction and subsequent upgrades to the facility. The Engineer shall review these records and prepare any questions regarding interpretation of the drawings.
 - b. Documentation associated with previous inspection, evaluation, assessment efforts for the facilities that would prove beneficial in the completion of the proposed planning efforts.
 - c. Three (3) years of monthly operating data to assess historical water quality trends and process performance.
 - d. Historical raw water quality data from all potential raw water sources supplying the facility.
 - e. Occurrence data collected from Round 4 of the Unregulated Contaminant Monitoring Rule (UCMR), or any other special sampling to assess concerns with emerging contaminants and treatability options.
 - f. Three (3) years of electrical billing data for facility operations and any remote facilities associated with raw water pumping.

The Engineer shall establish a file transfer site to allow for the electronic transfer of these requested data resources.

2. The Engineer shall compile this data into usable graphics (dashboards, tables, graphs, etc.) for interpretative purposes.

B. Site Visits

1. The Engineer shall conduct three (3) site visits for assessment of the facility's existing infrastructure with the following themes:
 - a. Process and Site Plan
 - b. Structural Systems
 - c. Electrical and Control Systems

Where feasible, the Engineer shall conduct visual inspections of process units during planned outages by the Owner. All other facilities will be visually inspected to the extent that can be observed with the units in service. If deemed necessary from the findings of the visual inspection, the Engineer may recommend that the Owner remove additional process units or facilities from service to allow a full inspection to be completed.

C. Treatment Process Assessment

1. The Engineer shall develop a full hydraulic model from the water supplies through the finished water pump station. The Engineer shall assess existing capacity of each unit process (rapid mix, flocculation, sedimentation, filtration, and disinfection/finished water storage). The Engineer shall acquire the services of a licensed surveyor to shoot critical elevations (top of concrete, weir and overflow elevations, etc.) to the hydraulic evaluation of the existing facilities. The Engineer shall evaluate the hydraulic profile to assess the maximum flowrate that can be conveyed through the existing facilities without any modifications. The Engineer shall identify deficiencies or bottlenecks to achieving an incremental capacity increase without major process modifications and provide recommendations for improvements to address noted deficiencies.
2. The Engineer shall discuss with the Owner historical operations, compliance, reliability, and maintenance concerns. A list of finished water quality goals will be developed with City staff and will serve as a benchmark for treatment objectives.
3. The Engineer shall conduct an evaluation of each existing unit process to evaluate design criteria in conformance with current NC DEQ – DWR – PWS requirements and other industry standards or recommended criteria. For any existing process(es) that are defined with capacity less than the facility's rated capacity, the Engineer shall recommend improvements to address these noted deficiencies as well as any reliability/redundancy concerns. Any feasible, alternative concepts identified shall be vetted with the Owner considering both economic factors (i.e. capital and O&M costs) and non-economic factors (i.e. adaptability, personnel requirements, constructability, etc.) The Engineer shall prepare concept-level design and layouts for any proposed process upgrades

to support current facility capacity. The Engineer shall also evaluate current performance of each unit process and offer operational strategy recommendations to improve plant performance.

4. The Engineer shall evaluate and define the capacity and performance of each process unit to support future, expanded facility capacity. Where feasible, the Engineer shall also define process upgrades to achieve additional capacity (i.e. re-rating) within existing processes. The Engineer shall prepare concept-level design and unit process and site plan layouts for any proposed process upgrades to support future, expanded facility capacity.

D. Finished Water Storage Assessment

1. The Engineer shall evaluate the condition, capacity, and configuration of the existing clearwell to support current facility capacity. Consideration shall be given to redundancy for inspection/maintenance activities, disinfection requirements based on previously defined or theoretical baffle factors, hydraulics to optimize water quality, and equalization storage to support in-house and distribution system operations. Preliminary layouts for proposed upgrades including any new finished water storage shall be prepared by the Engineer.
2. The Engineer shall perform a similar evaluation to support the planned future, expanded facility capacity.

E. Pumping Facilities (Raw and Finished) and Transmission Assessment

1. Engineer shall conduct field testing of Mills River raw water pumping facilities to understand current pump performance relative to their factory-tested performance.
2. The Engineer shall evaluate the condition of the existing pumping infrastructure including service life and historical operational and maintenance concerns. The Engineer shall evaluate the raw water pumping stations' ability to meet the current facility capacity. The Engineer shall assess the existing facilities for compliance with Hydraulic Institute Standards and other industry best practices. Pumping capacities and drive configurations shall be evaluated to support a range of anticipated operations conditions to define the optimum, most efficient pumping combinations. The Engineer shall evaluate and develop conceptual layouts for upgrades to the pumping facilities to support current facility capacity.
3. Through record drawing review, site visit observations, and discussions with the Owner, the Engineer shall evaluate transmission condition assessment alternatives and develop an inspection plan for future evaluation of the aging raw water transmission lines. Engineer shall recommend the appropriate inspection technology and extents of the inspection effort considering multiple factors, including but not limited to, the existing access inside the pipelines, installation conditions, degree of data resolution, pipe material, and cost constraints. As necessary, the Engineer shall identify any recommended pipeline access improvements to support the selected inspection technology.

F. Chemical Systems Assessment

1. The Engineer shall assess existing chemical storage and feed systems and develop recommendations for chemical systems improvements needed to support the current facility capacity. Assessment efforts shall include evaluation of chemical usage, adequate bulk chemical storage volumes, condition of existing tank and pumps, and pump quantities and sizing to support current and future needs. The Engineer shall prepare concept-level design and layouts for any proposed chemical systems upgrades to support the existing facility.
2. The Engineer shall perform a similar evaluation to Work Item G.1 for the future, expanded facility capacity.
3. The Engineer shall assess the chemical application points and recommend any improvements to consolidate chemical feed points, improve mixing and distribution, provide additional flexibility, and subsequently optimize WTP performance.
4. The Engineer shall assess the improvements needed to enhance the reliability, safety, and operability of the chemical systems. Assessment efforts shall include evaluating materials of construction, chemical delivery methods, availability and location of emergency eyewashes/showers, and secondary containment.

G. Regulatory Assessment

1. Upon review of existing performance data, the Engineer shall identify any current regulatory compliance challenges with primary and secondary standards including currently regulated contaminants with MCLs as well as contaminants with a Heath Advisory Level (HAL).
2. Upon review of existing performance and other water quality data, the Engineer shall further prepare an overview of anticipated future Federal and State drinking water regulations and identify any potential compliance concerns including contaminants identified in Rounds 4 (previous) and 5 (future) of the UCMR. The Engineer shall identify other treatment schemes that may be required in the future to address future regulated contaminants and incorporate accommodations for the future treatment in recommended improvements, where possible, if not required in the near-term. The Engineer shall consider future treatment schemes in long-term site planning and shall advise the Owner when practical and cost-effective accommodations can be made for future treatment processes.

J. Structural Condition Assessment

1. The Engineer shall identify any deficiencies in structural condition observed such as spalled areas, joint deficiencies, cracks, areas where leakage is likely occurring, efflorescence, freeze-thaw damage, honeycomb, pop-outs, scaling, delamination, soundness, evidence of corrosion,

evidence of chemical attack of concrete, areas of exposed reinforcing, condition of previous patches or repairs, and other visual evidence of deterioration, etc. Engineer shall develop repair recommendations and define specific techniques to address any degrading conditions.

2. The assessment shall also include inspection and evaluation of metal appurtenances located in the structures, including access hatches and covers, ladder accesses, manhole rungs, gates, valves, any exposed piping, and any other items present in the interior of the structure. Condition assessment shall not be completed within inaccessible areas due to safety concerns or facility operational constraints. Again, the Engineer shall prepare recommendations to address degrading or failing metal appurtenances.
3. In addition to visual observation, techniques such as hammer sounding, and optical aids such as photographs, shall be used to aid in the structural evaluation. If deemed necessary from the findings of the visual inspection, The Engineer may recommend further non-destructive and possible destructive testing of certain areas of the basins. This additional investigation will be needed if the visual assessment reveals concrete has suffered structural distress and/or deterioration to the extent the structure is compromised.
4. A subsurface geotechnical investigation shall be performed for new facility structures planned to support the existing and future, expanded facility capacity. The Engineer shall subcontract with a qualified, third-party geotechnical engineering firm to complete the analysis, including site investigation/soil boring collection (up to 5 borings), lab analysis, and report preparation documenting the findings of the evaluation. The Engineer shall use these findings to inform location and capital costs for these planned structures.

K. Electrical and Control Systems Assessments

1. The Engineer shall assess capacity and reliability of the existing electrical systems to support the proposed upgrades to the existing facility. The Engineer shall develop an overall electrical load list for the facility. The load list shall incorporate all existing electrical equipment as well as any proposed equipment additions and/or equipment replacements. The results of the mechanical equipment evaluation work herein shall be incorporated into the load list. The Engineer shall use the load list to develop recommended replacement electrical distribution equipment sizes and capacities. The Engineer shall develop an updated single line diagram of the electrical distribution system, including all ratings, protective devices, and other pertinent information.
2. Engineer shall provide the services of a 3rd party independent electrical testing company as recommended to perform electrical testing for any of the existing electrical distribution equipment that is determined from the electrical evaluations to remain in place for more than 5 years. The electrical tests to be performed shall further help substantiate the condition of the existing

equipment and if that equipment can be relied upon for the time that is expected to remain in service. All testing shall be coordinated with the Owner and will be performed in accordance with the International Electrical Testing Association (NETA) Maintenance Testing Specifications. Testing may include insulation resistance testing and other similar tests that may be needed to verify the reliability of existing equipment planned to remain in service. Testing shall be contingent upon the mechanical equipment assessment and evaluation efforts considering the ability of the existing electrical infrastructure to accommodate new or upsized electrical loads.

3. The Engineer shall conduct a similar evaluation defined in Work Item K.1 for the electrical distribution system to support the future, expanded facility capacity.
4. Specific loads to be served by the generator shall be discussed and agreed upon with the Owner. The generator analysis shall also include evaluation of fuel type, quantity, and fuel storage location.
5. The Engineer shall develop a preliminary design for improvements to the existing instrumentation and control systems required to support the existing facility. The system shall incorporate additional automation of the WTP treatment process as warranted. Consideration shall be given to expandability for anticipated future expansions. Preferences shall be reviewed with the Owner including star or ring configurations, local control stations, and mobile or other wireless access and control capabilities.

L. CIP Development

1. The Engineer shall develop capital cost opinions for all improvements projects, comprised of Feasibility Study Level Opinions of Probable Cost, commensurate with a Class 5 Cost Estimate Levels based on the definition provided by the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97.
2. Engineer shall develop a spreadsheet model for prioritization of improvement projects; prioritization will be based on multiple criteria including, but not limited to, required timing to meet projected performance shortfalls; required timing for renewal or replacement projects based on risk factors and anticipated useful life of existing infrastructure; available revenues; and timing of optimization improvements to maximize life-cycle cost savings. The spreadsheet model will be dynamic to allow for adjustments to performance goals, remaining useful life, risk scores and available revenues, to establish a CIP that can be implemented within available revenues.
3. The Engineer shall develop a Capital Improvements Plan (CIP) comprised of a list of these improvement projects. Project detail shall address operation and routine maintenance plans to support the water infrastructure. The Engineer shall develop implementation schedules for the recommended CIP projects and combine all project schedules into a master CIP schedule. This schedule shall include programming future, capacity expansion projects through the year 2050. CIP development shall consider anticipated design, permitting, funding, bidding, and construction schedules to inform cash flow appropriations to specific fiscal years. Based on the prioritization evaluation effort, The Owner and Engineer shall collaboratively identify adjustments to the

current 10-year CIP, including identification of new projects; changes in project scope, cost and/or schedule of currently planned projects; and identify changes in sequencing of currently planned projects. Project costs shall be adjusted to future values to reflect anticipated costs at the time the project is anticipated to commence.

M. Meetings

1. The Engineer shall organize and conduct up to six (6) virtual meetings utilizing the Microsoft Teams platform. An initial project kick-off meeting will be held shortly after Notice to Proceed to review project team members and roles, coordination protocol, project scope, and key scheduling items. Afterwards, the Engineer shall schedule with the Owner a progress meeting every two (2) months to update the City on the status of on-going evaluation and planning efforts associated with the work activities identified above. The Engineer shall provide the presentation materials and prepare minutes of each meeting to document discussions and decisions made. Draft minutes shall be distributed electronically to the Owner in Microsoft Word for review and comment. Engineer shall then incorporate any edits received and finalize the minutes distributing electronically in Adobe PDF.
2. The Engineer shall participate in two (2) in-person meetings to review the findings and recommendations from the planning effort with the Owner's City Council and Water and Sewer Advisory Board. A draft presentation shall be prepared for the Owner's review and comment and revisions incorporated prior to finalizing the meeting materials.

N. Deliverables

1. The Engineer shall prepare an asset inventory of all major process and electrical system infrastructure to support Owner's asset management initiatives. Equipment inventory details shall include the following applicable data:
 - a. Process Area
 - b. Equipment Type
 - c. Manufacturer
 - d. Model
 - e. Head
 - f. Design Flow
 - g. Horsepower
 - h. Voltage
 - i. RPM
 - j. Drive
 - k. Installation or Replacement Year
 - l. Expected useful life remaining
 - m. Equipment cutsheets
 - n. Equipment capacity curves

Inventory exclusions include: (1) manually operated valves, 4-inch and smaller (2) warranty information, any (3) maintenance-related data. It is understood that the Owner shall input the inventoried data into their asset management software and that Engineer will provide the asset data in a Microsoft Excel format. The Owner shall provide further direction on the acceptable format for delivery of the compiled asset data spreadsheet.

2. The Engineer shall develop up to six (6) Technical Memoranda (TM) for Work Items C through N documenting the objectives, methodology, findings, and recommendations for each assessment and planning effort. Planned TMs include the following:
 - a. Water Treatment Facilities Assessment
 - b. Finished Water Storage Assessment
 - c. Structural Assessment
 - d. Electrical and Control Systems Assessment
 - e. CIP Development

The TMs shall be developed and submitted separately as the work activities for a particular effort are completed. The Engineer shall furnish an electronic copy of the draft TM in both Microsoft Word and Adobe PDF for Owner review and comment. The Engineer shall revise the document in response to the Owner's comments finalizing the TM.

3. Following completion of all TMs, an Executive Summary shall be prepared documenting the comprehensive assessment and planning effort. An electronic copy of the Executive Summary (ES) shall be provided in both Microsoft Word and Adobe PDF for Owner review and comment. The Engineer shall revise the document in response to the Owner's comments finalizing the ES. The Engineer shall then compile the final, comprehensive master plan report consisting of the ES and individual TMs. The Engineer shall provide both electronic (in Adobe PDF) and hard copies of the report memorializing the planning efforts.

O. Project Administration

1. The Engineer shall manage the efforts of its project team members and subconsultants by assigning manpower, delegating responsibilities, reviewing work progress, monitoring budget and schedule, and directing the progress of the work.
2. Engineer shall submit monthly invoices, including amounts invoiced by sub-consultants in a timely manner and in accordance with the Owner's invoicing procedures.
3. The Engineer shall develop a detailed project schedule and provide updates as warranted to reflect schedule changes.
4. The Engineer shall develop a quality control plan for the project. Engineer shall assign technical experts to various advisor and/or review roles and ensure that project procedures and

deliverables are checked at defined intervals in accordance with the Engineer’s established corporate quality assurance program requirements.

P. Project Schedule

1. The Engineer proposes a twelve (12) month project duration from Notice-to-Proceed to delivery of the finalized master plan document. As previously noted, progress meetings will be held at two (2) month intervals to report findings and next steps for the various assessment efforts identified above.
2. The Engineer shall develop an anticipated project schedule for the Owner and update regularly to reflect completed project tasks. Schedule updates shall be provided at the progress meetings.

Q. Rate Schedule and Invoicing

1. The following engineering staff categorial rate schedule shall be utilized over the duration of the project:

<u>Engineering Staff Position</u>	<u>Hourly Rate</u>
Associate Vice President	\$250
Senior Associate	\$220
Associate	\$180
Senior Principal Engineer	\$160
Principal Engineer	\$140
Assistant Engineer	\$125
Principal Designer	\$120

2. The Engineer shall be compensated on a time and materials basis with a not-to-exceed fee of \$379,000, unless otherwise authorized by the Owner. Labor costs shall be billed using the categorial rate multiplied by the hours worked. Subconsultants and expenses shall be compensated with no additional markup. Invoices shall be submitted monthly for approval.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brent Detwiler **MEETING DATE:** September 1, 2022

AGENDA SECTION: CONSENT AGENDA **DEPARTMENT:** Engineering

**TITLE OF ITEM,
Presenter Name, Title:** Resolution in Support of MPO Grant Safe Streets for All (SS4A)
Application for Regional Action Plan– *Brent Detwiler, City Engineer*

SUGGESTED MOTION(S): I move that City Council approve the Resolution in support of the French Broad River MPO and Land of Sky RPO developing an Action Plan for the region through the Safe Streets for All Program

SUMMARY:

The French Broad River MPO and Land of Sky RPO have observed an increase in roadway crashes and fatalities in the region. The USDOT has developed a new discretionary grant program to address roadway safety through the new Safe Streets for All Program. The Bipartisan Infrastructure Bill has appropriated \$5 billion for the Safe Streets for All Program through FY 2026. The Safe Streets for All Program requires that entities, including local governments, that are interested in utilizing implementation funds through the Safe Streets for All Program have an adopted Action Plan. An Action Plan that covers the French Broad River MPO and Land of Sky RPO region would include the City of Hendersonville. We are asking for support in the form of a resolution for the development of an Action Plan by the French Broad River MPO and Land of Sky RPO through the Safe Streets for All Program.

BUDGET IMPACT: None

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

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

ATTACHMENTS: Resolution

**RESOLUTION OF SUPPORT FOR A REGIONAL ACTION PLANNING GRANT
APPLICATION THROUGH THE SAFE STREETS FOR ALL PROGRAM**

WHEREAS, the USDOT has developed a new discretionary grant program to address roadway safety through the new Safe Streets for All Program; and

WHEREAS, the Bipartisan Infrastructure Bill has appropriated \$5 billion for the Safe Streets for All Program through FY 2026; and

WHEREAS, the Safe Streets for All Program requires that entities, including local governments, that are interested in utilizing implementation funds through the Safe Streets for All Program have an adopted Action Plan; and

WHEREAS, an Action Plan that covers the French Broad River MPO and Land of Sky RPO region would include the City of Hendersonville; and

WHEREAS, the French Broad River MPO and Land of Sky RPO have observed an increase in roadway crashes and fatalities;

NOW THEREFORE, BE IT RESOLVED that the City of Hendersonville support the joint application from French Broad River MPO and the Land of Sky RPO to develop an Action Plan for the region through the Safe Streets for All Program.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 1st day of September, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Becker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet, *City Manager* **MEETING DATE:** September 1, 2022

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** ADMINISTRATION

TITLE OF ITEM: NC Commerce CDBG-NR Grant 7th Ave Revitalization Project 19-C-3128
Updated Plans/Policies – *John Connet, City Manager, Mary Roderick, PhD, Regional Planner- Land of Sky*

SUGGESTED MOTION(S):

I move City Council adopt the Equal Opportunity and Procurement, Fair Housing, Language Access, and Section 3 plans as presented.

SUMMARY: The city received \$750,000 in CDBG-NR (Community Development Block Grant Neighborhood Revitalization) funding from the NC Department of Commerce for the rehabilitation of three homes in the 7th Avenue/Ashe St. Neighborhood and the construction of sidewalks along both Cherry and Beech Streets. The following plans must be adopted to fulfill CDBG-NR grant requirements:

- Equal Employment and Procurement
- Fair Housing
- Language Access
- Section 3

These are updates to the same plans previously adopted in 2017 for the Grey Mill Apartments CDBG-NR project. Commerce requires that the plans be reviewed and re-adopted every three years.

ATTACHMENTS:

Equal Employment and Procurement

Fair Housing

Language Access

Section 3



City of Hendersonville
(City/County/Town)

19-C-3128
(Grant number)

Equal Employment and Procurement Plan

The *City of Hendersonville* maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the *City* prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The *City* shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the *Mayor and/or other persons designated by the Chief Elected Official* to assist in the implementation of this policy statement.

The *City* shall development a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the *Chief Elected Official*.

The *City* is committed to this policy and is aware that with its implementation, the *City* will receive positive benefits through the greater utilization and development of all its human resources.

Adopted this _____ day of _____, 20__.

(Chief Elected Official)

ATTEST:

(Clerk)

Requirements for Completing the Fair Housing Plan

- I. Indicate whether this is the first Fair Housing Plan submitted by the recipient or if one has been previously submitted.

- II. List the **major** obstacles and impediments to affirmatively furthering fair housing in the recipient's community, e.g. lack of knowledge among citizens of fair housing laws, lack of affordable housing stock, etc. These will be specific to the recipient community.

- III. Indicate whether the activities apply to part or all of the recipient's community. If some of the activities apply to only part, include an explanation.

- IV. List the activities the recipient will undertake to affirmatively further fair housing in the recipient's community. *The activities should address the obstacles identified in Section II.* Activities should be planned for the life of the grant beginning with the quarter in which the grant agreement was signed and should be listed by quarter with at least one activity per quarter. (For *example*, Quarter 1, Jan –Mar 2009: Distribute fair housing brochures to public library and local banks). The first activity **must** be establishing and/or publishing the grantee's fair housing complaint procedure and TDD number in the local newspaper. In addition, the grantee **must** have at least one activity for community outreach for fair housing in the form of a workshop or designated fair housing fair within an identified quarter. Many recipients have chosen to do this particular activity in the quarter containing April to celebrate National Fair Housing Month.

- V. Describe recipient's method of receiving and resolving housing discrimination complaints. The *four key elements* to include in complaint procedures are given in the example below. The recipient may add additional information as appropriate.

Note: Municipalities may elect to adopt the fair housing plan and activities in the county Analysis to Impediments to Fair Housing Choice, of the county in which they are located, but CI needs this in writing, signed and dated by the local chief elected officer *with* the local complaint procedure. The local activities **must** also adopt the county's Analysis of Impediments to Fair Housing Choice and the local activities **must** coincide with the county activities.

Fair Housing Links

For more information on promoting fair housing, please visit:

<http://www.hud.gov/offices/fheo/promotingfh.cfm>
<http://www.hud.gov/local/index.cfm?state=nc>
<http://www.hud.gov/offices/fheo/FHLaws/index.cfm>
<http://www.doa.state.nc.us/hrc/fairhousing.aspx>
<http://www.hud.gov/offices/fheo/images/fhpg.pdf>

VI. To have the plan approved, please do the following:

1. It is recommended to submit an electronic copy in Word format to the Compliance Office at compliance@nccommerce.com. After review, a Compliance staff person will notify the contact person of any required changes.
2. For approval, please submit an original hardcopy with signature of the local Certifying Officer to the Compliance Office.
3. Upon receipt of the plan, the Compliance Office will issue an official letter notifying the grantee that the Fair Housing Plan is approved.

VII. Compliance Reviews

Please note that the Compliance Office will conduct random desktop and on-site reviews of fair housing plans in conjunction with Grant Representatives to ensure that applicants are conducting fair housing activities as certified in the approved Fair Housing Plan. Please ensure to maintain comprehensive documentation of fair housing activities for reporting and monitoring.

Recipient's Plan to Further Fair Housing

Grantee: City of Hendersonville

**Recipient's Address: 145 Fifth Ave E,
Hendersonville, NC 28792**

Contact Person: John Connet

Contact Phone #: 828-233-3201

Contact Email: jconnet@hvlnc.gov

TDD #:

- I. Indicate if the Recipient will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.**

First Time_____

Past Activities___X___

- II. Identify and analyze obstacles to affirmatively furthering fair housing in recipient's community. (Use additional pages as necessary)**

The following impediments were identified in the COH AI and are explained in more detail in that document:

1. Inadequate housing supply, both for-sale and rental
2. Inadequate supply of accessible housing options
3. Lack of housing finance options to achieve homeownership
4. Discrimination based on source of rental income and previous eviction
5. Lack of transportation
6. Lack of awareness of fair housing laws

- III. Will the above activities apply to the total municipality or county?**

Yes___X___ No_____

If no, provide an explanation.

(Use additional pages as necessary)

- IV. Briefly describe the quarterly activities that the recipient will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule and estimated cost for implementation of these activities must be included. *Activities must be scheduled for implementation at least on a quarterly basis.* (Use attached table)**

Grantee Name: City of Hendersonville

Quarterly Fair Housing Activity	Months	Year	Estimated Cost	Actual Cost
<i>Example: Establish FH policy, Complaint Procedure</i>	<i>Jan-Mar.</i>	<i>20xx</i>	<i>\$xxx</i>	<i>\$xxx</i>
Review Fair Housing Complaint Procedure (https://www.hendersoncountync.gov/planning/page/fair-housing-complaint)	Apr-Jun	2021	\$0	\$0
Replenish Fair Housing brochures in City Hall	Jul-Sept	2021	\$150	
Provide municipal buildings with FH posters	Oct-Dec	2021	\$0	
Host Regional Fair Housing Training	Jan-Mar	2022	\$0	
Host Affordable Housing Webinar for Local Government Leadership	Apr-Jun	2022	\$0	
Update Regional Affordable Housing Directory	Jul-Sept	2022	\$0	
Replenish Fair Housing brochures in City Hall	Oct-Dec	2022	\$150	
Assess homeownership counseling services and ways how to increase capacity and outreach.	Jan-Mar	2023	\$0 (covered in grant admin contract)	
Analyze potential zoning updates to increase housing supply and diversity as a part of the city's Comprehensive Plan update.	Apr-Jun	2023	\$0 (covered in comp plan consultant fees)	
Conduct stakeholder outreach around potential zoning updates and other ways to increase housing supply, diversity and access as a part of the city's Comprehensive Plan update.	Jul-Sept	2023	\$0 (covered in comp plan consultant fees)	

V. Describe recipient's method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the recipient informs the public about the complaint procedures.

Henderson County manages fair housing complaints for the entire county including for COH. The complaint procedure is posted here:

<https://www.hendersoncountync.gov/planning/page/fair-housing-complaint>

- 1) Any person or persons wishing to file a complaint of housing discrimination in the city may do so **by informing** the county planning department of the facts and circumstance of the alleged discriminatory acts or practice.
- 2) Upon receiving a housing discrimination complaint, the county planning department shall acknowledge the complaint within **10 days in writing** and inform the Division of Community Assistance and the North Carolina Human Relations Commission about the complaint.
- 3) The county planning department shall **offer assistance** to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the county.
- 4) The county shall **publicize** in the local newspaper, with the TDD#, who is the local agency to contact with housing discrimination complaints.

Approved By:

Name and Title of Chief Elected or Executive Officer	Signature	Date
---	-----------	------

Providing Meaningful Communication with Persons with Limited English Proficiency

City of Hendersonville
2022-2024

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

POLICY:

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the **City of Hendersonville** will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

DEFINITIONS:

Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.

Vital Documents – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

Title VI Compliance Officer: The person or persons responsible for administering compliance with the Title VI LEP policies.

Substantial number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

PROCEDURES:

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

The **City of Hendersonville** will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or “I speak cards,” provided by the Rural Economic Development Division (REDD) and LEP posters to determine the language. In addition, when records

are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

2. OBTAINING A QUALIFIED INTEPRETER

List the current name, office telephone number, office address and email address of the Title VI compliance officers:

Angela Reece, City Clerk
City of Hendersonville
160 Sixth Avenue East
Hendersonville, NC 28792
Email: areece@hvlnc.gov
Phone: 828-697-3005
Fax: 828-697-3014

(Note: The agency must notify the REDD Compliance Office immediately of changes in name or contact information for the Title VI compliance officer.)

Check all methods that will be used:

- ☐ Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (***provide the list***):
- ☒ Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- ☒ Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

(Identify the agency(s) name(s) with whom you have contracted or made arrangements)

1. Pisgah Legal Services
2. LanguageLine Solutions

Have/has agreed to provide qualified interpreter services. The agency's (or agencies') telephone number(s) is/are (***insert number (s)***), and the hours of availability are (***insert hours***).

1. 828-692-7622, M-F 8am-5pm and after hours upon request.
2. 800-752-6096, on demand.

☐ Other (***describe***):

All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

3. PROVIDING WRITTEN TRANSLATIONS

- i. The **City of Hendersonville** will set benchmarks for translation of vital documents into additional languages. *(please ensure to keep records of those documents that apply to your agency)*
- ii. When translation of vital documents is needed, the **City of Hendersonville** will submit documents for translation into frequently-encountered languages.
- iii. Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

4. PROVIDING NOTICE TO LEP PERSONS

The **City of Hendersonville** will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language: **IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.**

All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited to the main lobbies, waiting rooms, etc.

City Hall, City Operations Building

Notification will also be provided through one or more of the following: outreach documents, telephone voice mail menus, local newspapers, radio and television stations, and/or community-based organizations

Hendersonville Lightning (newspaper), City social media sites (Facebook, Instagram, Twitter)

5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, The **City of Hendersonville** will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, the **City of Hendersonville** will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, complaints filed by LEP persons, feedback from residents and community organizations, etc.

I. Compliance Procedures, Reporting and Monitoring

A. Reporting

The agency will complete an annual compliance report and send this report to REDD. (Format will be supplied by REDD)

B. Monitoring

The agency will complete a self-monitoring report on a quarterly basis, using a standardized reporting system proposed by the local government. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the REDD upon request.

The agency will cooperate, when requested, with special review by the REDD.

II. Applicant/Recipient Complaints of Discriminatory Treatment

A. Complaints

The agency will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy. The form can be found at <https://www.nccommerce.com/documents/cdbg-compliance-plans>.

The agency will maintain records of any complaints filed, the date of filing, actions taken and resolution.

The agency will notify the appropriate section within REDD of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

B. Resolution of Matter

If the matter cannot be resolved by informal means, the individual will be informed of his or her right to appeal further to REDD. This notice will be provided in the primary language of the individual with Limited English Proficiency.

The REDD Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency.

If not resolved by REDD, then complaint will be forwarded to Department of Justice (DOJ), Department of Housing and Urban Development (HUD) Field Office.

SUBMITTED AND ADOPTED BY:

Name of Mayor or Chairman of Board

Signature of Mayor or Chairman of Board

Date

Local Jobs Initiative

Section 3 Plan

Local Economic Benefit for Low- and Very Low-Income Persons

City of Hendersonville
 (NC Commerce and any of its sub-recipients)
2022-2024
 (Time Period)

I. APPLICATION AND COVERAGE OF POLICY

NC Commerce and any of its sub-recipients are committed to the policy that, to the greatest extent possible, opportunities for training and employment be given to lower income residents of the community development project area and contracts for work in connection with federally assisted community development project be awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, *NC Commerce and any of its sub-recipients* of City of Hendersonville has developed and hereby adopts the following Plan:

NC Commerce and any of its sub-recipients will comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135), all regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders of the Department issued thereunder

This Section 3 covered project area for the purposes of this grant program shall include *NC Commerce and any of its sub-recipients* and portions of the immediately adjacent area.

NC Commerce and any of its sub-recipients will be responsible for implementation and administration of the Section 3 plan. In order to implement the *NC Commerce and any of its sub-recipient's* policy of encouraging local residents and businesses participation in undertaking community development activities, the *NC Commerce and any of its sub-recipients* will follow this Section 3 plan which describes the steps to be taken to provide increased opportunities for local residents and businesses

This Section 3 Plan shall apply to services needed in connection with the grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

When in need of a service, *NC Commerce and any of its sub-recipients* will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the Minority Business Directory published through the State Department of Commerce, local directories and Small Business Administration local offices. Word of mouth recommendation shall also be used as a source.

The *State of North Carolina and any of its sub-recipients* will include the Section 3 clause and this plan in all contracts executed under this Community Development Block Grant (CDBG) Program. Where necessary, listings from any agency noted above deemed shall be included as well as sources

of subcontractors and suppliers. The Section 3 Plan shall be mentioned in the pre- bid meetings and preconstruction meetings.

The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the North Carolina Employment Security Commission and NCWorks Career Center shall be notified and referred to the contractor.

Each contract for housing rehabilitation under the program, as applicable, for jobs having contracts in excess of \$100,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.

Early in our project, prior to any contracting, major purchases or hiring, we will develop a listing of jobs, supplies and contracts likely to be utilized during the project. We will then advertise the pertinent information regarding the project including all Section 3 required information. Community Investment and Assistance (CI) should be contacted with the Bid Materials to distribute the information throughout their list serve to reach out the communities.

II. AFFIRMATIVE ACTIONS FOR RESIDENT AND BUSINESS PARTICIPATION

NC Commerce and any of its sub-recipients will take the following steps to assure that low income residents and businesses within the community development project area and within the ***City*** are used whenever possible: (Describe below)

Advertise the jobs on NCWorks.gov and through the NCWorks Career Center at Blue Ridge Community College, advertise jobs through the Hendersonville Housing Authority, assure that residents and businesses are solicited whenever they are potential sources of contracts, services or supplies; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by residents and businesses; establish delivery schedule, where the requirements permits, which encourages participation by area for residents and businesses.

Please check the methods to be used for the Section 3 program in your community:

☒ ***NC Commerce and any of its sub-recipients*** will place a display advertisement in the local newspaper containing the following information:

- i. A brief description of the project
- ii. A listing of jobs, contracts and supplies likely to be utilized in carrying out the project.
- iii. An acknowledgement that under Section 3 of Housing and Community Development Act, local residents and businesses will be utilized for jobs, contract and supplies in carrying out the project to the greatest extent feasible.
- iv. A location where individuals interested in jobs or contracts can register for consideration
- v. A statement that all jobs will be listed through and hiring will be done through the local office of the North Carolina Employment Security Commission; a statement that all contracts will be listed with the North Carolina Division of Purchase and Contracts; and a statement that potential employees and businesses may seek development and training assistance

through various state and local agencies, or which the **County/City/Town** will maintain a list for individuals and business concerns inquiring information

☒ Training and technical assistance will be provided by the NCWorks and the local community college for low income residents requiring skills to participate in community development project activities. Referrals will be made to the community college, local Private Industry Councils, Job Training Partnership Act (29 U.S.C. 1579 (a)) (JTPA) Programs, and job training programs provided by local community action agencies as appropriate. Residents and businesses will be encouraged to participate in state and/or federal job training programs that may be offered in the area.

☒ Low income residents and businesses will be informed and educated regarding employment and procurement opportunities in the following ways:

- i. Advertisement in the local newspaper
- ii. City Board meeting when project activities and schedules are discussed
- iii. Open meetings of Project Advisory Committee when everyone in neighborhood is invited
- iv. Notification to other agencies that provide services to low-income people.

☐ Other (describe):

NC Commerce and any of its sub-recipients will, to the greatest extent feasible, utilize lower income area residents as trainees and employees:

1. Encourage rehabilitation contractors to hire local area residents
2. Encourage public works contractors to hire local area residents

NC Commerce and any of its sub-recipients will, to the greatest extent feasible, utilize businesses located in or owned in substantial part by persons residing in the area

1. Contract with local contractors to perform demolition activities, and housing rehabilitation activities.
2. Encourage public improvement contractors to hire local residents for site clearance work, hauling materials, and performing other site improvements.
3. Encourage all contractors to purchase supplies and materials from the local hardware and supply stores

III. RECORDS AND REPORTS

NC Commerce and any of its sub-recipients will maintain such records and accounts and furnish such information and reports as are required under the Section 3 regulations, and permit authorized representatives of State CDBG, and federal agencies access to books, records, and premises for purposes of investigation in connection with a grievance or to ascertain compliance with this Section 3 Plan.

NC Commerce and any of its sub-recipients shall report annually the Section 3 numbers using the form HUD 60002 to State CDBG at the end of the calendar year as part of the Annual Performance Report (APR).

IV. MONITORING COMPLIANCE

NC Commerce and any of its sub-recipients may require each applicable contractor to provide a copy of the Section 3 Plan and will monitor compliance during the performance of the contract. Copies of all advertisements, notice, and published information will be kept to document the implementation of the plan.

V. COMPLAINTS CONTACT

Please provide the main contact in case that any complaint is received from the general public on Section 3 compliance (including name, phone number, address, and email):

City of Hendersonville Human Resources
Jennifer Harrell, Director
828-697-3003
City Hall, Third Floor
160 6th Ave E
Hendersonville, NC 28792

Adopted this _____ day of _____, 20____.

_____ (*Chief Elected Official*)

ATTEST: _____ (*Clerk*)



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Lew Holloway, Community Development Director **MEETING DATE:** September 1, 2022

AGENDA SECTION: CONSENT AGENDA **DEPARTMENT:** Community Development

TITLE OF ITEM: Special Event: Trick or Trail 5K Race - *Lew Holloway, Community Development Director*

SUGGESTED MOTION(S):

I move that City Council approve the special event permit for the Trick or Trail 5K Race.

SUMMARY:

The Trick or Trail 5K event will be held on Saturday, October 22, 2022, from approximately 8 a.m. until noon, with a race start time of 10 a.m. This is a first-time event planned by iDaph Events with collaboration from Hendersonville Farmers Market/Friends of Downtown Hendersonville. iDaph Events usually holds this event in DuPont State Forest, but due to construction going on in the area, the organizer must plan the event in a different location. It is not certain at this time whether in future years this race will recur in the City of Hendersonville or move back to DuPont. The event will start and finish on the south end of Maple Street in conjunction with regular farmers market activities. The route includes parts of the Seventh Avenue District, the surrounding area, and Oklawaha Greenway. The Special Events Committee unanimously voted to recommend approval of this event as presented.

BUDGET IMPACT: NA

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

If no, describe how it will be funded.

ATTACHMENTS:

None



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adam Steurer **MEETING DATE:** September 1, 2022

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Utilities

TITLE OF ITEM: Purchase of Materials for the North Greenwood Forest Neighborhood Water Replacement Project – *Adam Steurer, Utilities Engineer*

SUGGESTED MOTION(S):

I move City Council to adopt the Resolution By the City of Hendersonville to purchase materials for the North Greenwood Forest Neighborhood Water Replacement Project.

SUMMARY:

To provide the highest level of service to its customers, the City of Hendersonville plans to replace water pipes along North Greenwood Forest Drive, West Laurel Lane, and portions of East Laurel Lane in Etowah. Construction will be performed by City Water & Sewer Department personnel. The existing water pipes in this area are aging, which has caused excessive pipe breaks, increased maintenance burdens for utility personnel, and unscheduled water outages.

Formal bids for water materials necessary for the project were opened August 18, 2022, a bid tabulation is attached. Staff is recommending purchasing the water materials from Core & Main LP, the lowest responsive and responsible bidder.

BUDGET IMPACT: \$145,349.52

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

If no, describe how it will be funded.

ATTACHMENTS:

1. Resolution By the City of Hendersonville to Purchase Materials for the North Greenwood Forest Neighborhood Water Replacement Project
2. Bid Tabulation

Resolution #__-__

**RESOLUTION BY THE CITY OF HENDERSONVILLE TO PURCHASE MATERIALS
FOR THE NORTH GREENWOOD FOREST NEIGHBORHOOD WATER
REPLACEMENT PROJECT**

WHEREAS, the City Council approved the North Greenwood Forest Neighborhood Water Replacement as part of the 2023 budget, the “Project”; and;

WHEREAS, the Water and Sewer Department has solicited bids in an effort to hire a reputable and responsible Vendor to provide the necessary materials for the Project; and

WHEREAS, Core & Main LP submitted the lowest price proposal, and is a responsible bidder; and

WHEREAS, the Water and Sewer Department is recommending purchasing the necessary materials for the Project from Core & Main LP; and

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

1. The purchase of materials for the Project is awarded to Core & Main in the amount of \$145,349.52 plus applicable sales tax.

Adopted by the City Council of the City of Hendersonville, North Carolina on this ____ day of _____, 20____.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

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

North Greenwood Forest Neighborhood Water Replacement - Materials Purchase
City of Hendersonville
Bid Tabulation - Formal Bids Opened 10:00 am August 18, 2022

ITEM	ITEM DESCRIPTION	UNITS	EST. QTY	Core & Main			Fortiline Waterworks			Ferguson Enterprises, LLC		
				UNIT PRICE	EXTENDED PRICE	ESTIMATED LEAD TIME (weeks)	UNIT PRICE	EXTENDED PRICE	ESTIMATED LEAD TIME (weeks)	UNIT PRICE	EXTENDED PRICE	ESTIMATED LEAD TIME (weeks)
1	6" PVC Water Pipe AWWA C900 DR14,blue	LF	5300	\$16.24	\$86,072.00	15-20 weeks	\$17.18	\$91,054.00	9-12 weeks	\$18.95	\$100,435.00	2-4 weeks
2	2" HDPE DR 9 HDPE CTS Water Pipe AWWA C901	LF	400	\$1.78	\$712.00	Stock	\$2.05	\$820.00	Stock	\$2.36	\$944.00	2-4 weeks
3	6" MJ Restraint with bolt/gasket kit compatible with PVC C900	EA	30	\$72.00	\$2,160.00	5-7 days	\$75.00	\$2,250.00	4-8 weeks	\$54.26	\$1,627.80	4-8 weeks
4	6" x 6" DOM 6 MJ AWWA C110 or C153 SWVL Tee	EA	9	\$237.55	\$2,137.95	5-7 days	\$277.00	\$2,493.00	8 weeks	\$248.60	\$2,237.40	2-4 weeks
5	6" x 6" DOM 6 MJ AWWA C110 C153 Tee	EA	1	\$205.77	\$205.77	5-7 days	\$240.00	\$240.00	8 weeks	\$220.46	\$220.46	1-2 weeks
6	6" DOM MJ AWWA C110 or C153 90 bend	EA	2	\$143.00	\$286.00	5-7 days	\$167.00	\$334.00	8 weeks	\$153.22	\$306.44	1-2 weeks
7	6" DOM MJ AWWA C110 or C153 45 bend	EA	7	\$117.58	\$823.06	5-7 days	\$137.00	\$959.00	8 weeks	\$125.98	\$881.86	1-2 weeks
8	6" DOM MJ AWWA C110 C153 22.5 bend	EA	5	\$107.26	\$536.30	5-7 days	\$125.00	\$625.00	8 weeks	\$114.92	\$574.60	1-2 weeks
9	6" MJ Gate Valve, AWWA C509	EA	20	\$657.26	\$13,145.20	Stock	\$840.00	\$16,800.00	Stock	\$806.77	\$16,135.40	14-18 weeks
10	2" TxT Gate Valve, AWWA C509	EA	3	\$400.64	\$1,201.92	Stock	\$461.00	\$1,383.00	Stock	\$407.54	\$1,222.62	14-18 weeks
11	6" Bolt-Thru MJ Restraint Foster Adaptor Standard or equal	EA	6	\$113.58	\$681.48	5-7 days	\$148.00	\$888.00	Stock	\$121.72	\$730.32	4-8 weeks
12	Fire Hydrant 4'0 bury, AWWA C502 Mueller Super Centurion, Clow Medallion, or East Jordan WaterMaster	EA	6	\$3051.50	\$18,309.00	9 weeks	\$2866.00	\$17,196.00	Stock	\$2998.95	\$17,993.70	12-16 weeks
13	P107 Valve Box, Water Lid	EA	21	\$45.46	\$954.66	Stock	\$103.00	\$2,163.00	Stock	\$89.47	\$1,878.87	1-3 weeks
14	6" x 2" SS Tapping Saddle	EA	3	\$175.26	\$525.78	4 weeks	\$262.00	\$786.00	4 weeks	\$147.50	\$442.50	2-4 weeks
15	6" x 1" CC SS Service Saddle - TPS T3 WideRange or equal	EA	60	\$149.03	\$8,941.80	4 weeks	\$180.00	\$10,800.00	4 weeks	\$110.95	\$6,657.00	3-6 weeks
16	1" PEXa water service piping AWWA C904, Municipex or equal	LF	2300	\$1.22	\$2,806.00	Stock	\$1.80	\$4,140.00	2 weeks	\$1.38	\$3,174.00	2-4 weeks
17	1" Corporation Stop AWWA C800, FORD FB1000-4-G-NL or equal	EA	60	\$76.61	\$4,596.60	25 Stock (12-15 weeks)	\$91.00	\$5,460.00	30 weeks	\$78.43	\$4,705.80	3-6 weeks
18	3/4" x 1" Grip Joint Coupling MIP/CTS AWWA C800, FORD C84-34-G-NL or equal	EA	60	\$20.90	\$1,254.00	15- 20 weeks	\$32.00	\$1,920.00	30 weeks	\$20.60	\$1,236.00	28-36 weeks
				TOTAL BASE BID	\$145,349.52		TOTAL BASE BID	\$160,311.00		TOTAL BASE BID	\$161,403.77	

1. Extended prices in "bolded italics" indicate where discrepancies between the multiplication of units of work and unit prices were resolved in the favor of unit prices

2. Total Base Bid does not include sales tax.



CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

SUBMITTER: Brendan Shanahan, Civil Engineer IV **MEETING DATE:** September 1, 2022

AGENDA SECTION: CONSENT **DEPARTMENT:** Engineering

TITLE OF ITEM: Utility Extension Agreement for the Tap Root Subdivision – *Brendan Shanahan, Civil Engineer IV*

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with D.R. Horton Inc., for the Tap Root Subdivision as presented and recommended by staff.

SUMMARY:
The Tap Root Subdivision is located off Butler Bridge 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: 19003 **PETITION NUMBER:** N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Tap Root Subdivision

Map showing Tap Root Subdivision parcel

Resolution # __-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION
AGREEMENT WITH D.R. HORTON, INC FOR THE TAP ROOT 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 services 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 process; and

WHEREAS, D.R. Horton, Inc., the “Developer” and “Owner”, will enter into a Utility Extension Agreement with the City to provide water service to the Tap Root Subdivision.

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

1. The Utility Extension Agreement with D.R. Horton, Inc., the “Developer” and “Owner” to provide water service to the Tap Root 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 1st day of September 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

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 _____, 2022, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **D.R.Horton, Inc**, a Delaware corporation, herein referred to as "Developer,"

WITNESSETH:

THAT WHEREAS, Developer is the owner of, or has obtained necessary easements over, and is desirous of developing and improving, a tract of land situated in Henderson County, State of North Carolina, described as follows:

Consisting of +/- 296.83 acres, and being all of that real property described in those deeds recorded in: (1) Deed Book 3694 at page 665 , Henderson County registry, having a REID of 10008006 (Tract 1), (2) Deed Book 3794 at page 672 , Henderson County registry, having a REID of 10008007 (Tract 2), (3) Deed Book 3794 at page 678, Henderson County registry, having a REID of 10008008 (Tract 3), and (4) a portion Deed Book 3790 at page 389, Henderson County registry, being shown as "Tract 6" on that plat recorded in Plat Book 2021 at page 13670, Henderson County registry, having a REID of 10008015 (Tract 4), all of the foregoing Tracts 1 through 4 hereinafter collectively referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for a water extension project known as Tap Root Subdivision (City of Hendersonville project number 19003); 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 Service Extension consisting of a 16" water main along Butler Bridge Rd, connecting to a proposed 6" water main running northernly within the project confines, along with all valves, meters, hydrants, and assemblies, being more particularly shown and described on those

construction plans and specifications, sealed on June 16, 2021, prepared by Civil Design Concepts, PA, a Civil Engineering firm, said plans being incorporated herein by reference. The foregoing 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 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, North Carolina; and

WHEREAS, the City is not obligated to offer water 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:

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

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

9. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.
10. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.
11. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.
12. Upon completion of construction, the 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.
13. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by the City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.
14. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.
15. Once all deficiencies are corrected and the project is deemed acceptable to the City, the 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.
16. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In

certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).

17. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form proper for recording in the appropriate public registry. The conveyance of real property shall be in the form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. 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.
18. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.
19. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.
20. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period.
21. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence

of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.

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

The remainder of this page is left blank intentionally.

PLEASE BE ADVISED: The City shall not allow the activation of any water or sewer services until the City receives partial certification approval or final approval from the permitting agency and shall not allow the issuance of any certificates of occupancy until the City deems the project complete.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

DEVELOPER: D.R. HORTON, INC,
a Delaware Corporation

THE CITY OF HENDERSONVILLE

BY: _____ (SEAL)
(signature)

BY: _____ (SEAL)
John Connet, City Manager

Printed name: _____

Title: _____

STATE OF _____ COUNTY OF _____

I, _____, (printed name of notary) a Notary Public of said County and State, do hereby certify that _____, personally appeared before me this day, and being duly sworn, stated that they are the _____(title) for D.R. Horton, Inc, and that they executed and acknowledged the foregoing instrument on behalf of D.R. Horton, Inc. in the capacity indicated and for the purposes stated therein.

WITNESS my hand and official seal, this _____ 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)

CITY OF HENDERSONVILLE

UTILITY AVAILABILITY

Tap Root Subdivision

Section 5, Item L.

Tap Root Subdivision
PINs: 9642824735 &
9642938468
Fletcher Fire District
Fire Chief: Greg Garland

8" CITY
OF ASHEVILLE
WATER LINE

Sewer Layers

Gravity Main

- Public Gravity Main
- Public Force Main
- Proposed Gravity Main
- Abandoned

Water Layers

Fire Hydrants

- City Fire Hydrant

Water Main

- City Water Main
- Private Fire Line
- Proposed Water Main
- Abandoned Water Main

Road Layers

- State Maintained Road
- Non-State Maintained Road



MARCH 2022

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_Availability_Maps

0 500 1,000 1,500 130 0

Feet



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brendan Shanahan, Civil Engineer IV

MEETING DATE: July 7, 2022

AGENDA SECTION: CONSENT

DEPARTMENT: Engineering

TITLE OF ITEM: Utility Extension Agreement for the Judges Tract Roadway – *Brendan Shanahan, Civil Engineer IV*

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Peggy C Cabe, Enno F. Camenzind, Joan C. Fleming, Paula Camenzind Carter and Robert O. Camenzind for the Judges Tract Roadway as presented and recommended by staff.

SUMMARY:

The Judges Tract Roadway located off South Allen Road in Henderson County 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: 22111

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Judges Tract Roadway

Map showing Judges Tract Roadway parcel

Resolution # __-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION
AGREEMENT WITH PEGGY C CABE, ENNO F. CAMENZIND, JOAN C. FLEMING,
PAULA CAMENZIND CARTER AND ROBERT O. CAMENZIND FOR THE JUDGES
TRACT ROADWAY**

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 service as a part of their development projects; and

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

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

WHEREAS, Peggy C Cabe, Enno F. Camenzind, Joan C. Fleming, Paula Camenzind Carter and Robert O. Camenzind, the “Developers” and “Owners”, will enter into a Utility Extension Agreement with the City to provide water and sewer service to the Judges Tract Roadway.

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

1. The Utility Extension Agreement with Peggy C Cabe, Enno F. Camenzind, Joan C. Fleming, Paula Camenzind Carter and Robert O. Camenzind, the “Developers” and “Owners” to provide sewer service to the Judges Tract 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 1st day of September 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

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 _____, 2022, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **PEGGY C. CABE, ENNO F. CAMENZIND, JOAN C. FLEMING, PAULA CAMENZIND CARTER, and ROBERT O. CAMENZIND**, the foregoing herein collectively referred to as "Developer,"

WITNESSETH:

THAT WHEREAS, Developer is the owner of, or has obtained necessary easements over, and is desirous of developing and improving, a tract of land situated in Henderson County, State of North Carolina, described as follows:

Consisting of +/- 17.13 acres, and being a portion of that real property described in that deed recorded in Deed Book 3754 at page 155, Henderson County registry, being more particularly shown as "Remaining Area After Subdivision on that plat recorded in Plat Book 2021 at page 13636, Henderson County Registry, and having an REID of 10007594 hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for a water and sewer extension project known as Judges Tract (City of Hendersonville project number 22111); 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 +/- 2,312 lineal feet of 8" water line (DIP/CL 350) connecting to the existing 8" main along S Allen Road and the 8" main on Upward Crossing Drive, together with all valves, meters, and other appurtenances; and 2) and a Sanitary Service Extension consisting of +/- 205 lineal feet of 8" sewer line (PVC/SDR 35), +/- 244 LF of 8" sewer line (DIP) connecting to the existing or planned main along Upward Crossing Drive, together with all valves, meters,

manholes and other appurtenances. 1) and 2) being more particularly shown and described on those construction plans and specifications, dated May 6, 2022, prepared by WGLA Engineering, PLLC, a Civil Engineering firm, bearing project number 21113, 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 Developer has received zoning approval from the designated governing body for such development and improvement on the Property; and

WHEREAS, the Property is not located within the City's municipal boundaries but is located within the unincorporated area of Henderson County, North Carolina; and

WHEREAS, the City is not obligated to offer water 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:

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

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

9. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.
10. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.
11. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.
12. Upon completion of construction, the 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.
13. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by the City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.
14. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.
15. Once all deficiencies are corrected and the project is deemed acceptable to the City, the 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.
16. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In

certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).

17. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form proper for recording in the appropriate public registry. The conveyance of real property shall be in the form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. 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.
18. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.
19. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.
20. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period.
21. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence

of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.

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

The remainder of this page is left blank intentionally.

PLEASE BE ADVISED: The City shall not allow the activation of any water or sewer services until the City receives partial certification approval or final approval from the permitting agency and shall not allow the issuance of any certificates of occupancy until the City deems the project complete.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

DEVELOPERS:

THE CITY OF HENDERSONVILLE

BY: _____ (SEAL)
Peggy C. Cabe

BY: _____ (SEAL)
John Connet, City Manager

BY: _____ (SEAL)
Enno F. Camenzind

BY: _____ (SEAL)
Joan C. Fleming

BY: _____ (SEAL)
Paula Camenzind Carter

BY: _____ (SEAL)
Robert O. Camenzind

STATE OF _____ COUNTY OF _____

I, _____, (printed name of notary) a Notary Public in and for the State and County aforesaid, do hereby certify that **Peggy C. Cabe**, personally appeared before me acknowledged the due execution of the foregoing instrument.

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

My commission expires _____

 Notary Public Signature (OFFICIAL SEAL)

STATE OF _____ COUNTY OF _____

I, _____, (printed name of notary) a Notary Public in and for the State and County aforesaid, do hereby certify that **Enno F. Camenzind**, personally appeared before me acknowledged the due execution of the foregoing instrument.

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

My commission expires _____

 Notary Public Signature (OFFICIAL SEAL)

STATE OF _____ COUNTY OF _____

I, _____, (printed name of notary) a Notary Public in and for the State and County aforesaid, do hereby certify that **Joan C. Fleming**, personally appeared before me acknowledged the due execution of the foregoing instrument.

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

My commission expires _____

Notary Public Signature (OFFICIAL SEAL)

STATE OF _____ COUNTY OF _____

I, _____, (printed name of notary) a Notary Public in and for the State and County aforesaid, do hereby certify that **Paula Camenzind Carter**, personally appeared before me acknowledged the due execution of the foregoing instrument.

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

My commission expires _____

Notary Public Signature (OFFICIAL SEAL)

STATE OF _____ COUNTY OF _____

I, _____, (printed name of notary) a Notary Public in and for the State and County aforesaid, do hereby certify that **Robert O. Camenzind**, personally appeared before me acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this _____ 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)

CITY OF HENDERSONVILLE
UTILITY AVAILABILITY
Judges Tract

Section 5, Item M.

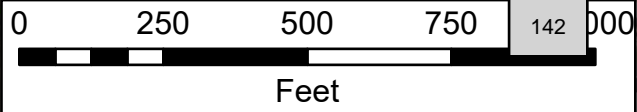
Judes Tract
PIN: 9588-22-1126
Blue Ridge Fire District
Fire Chief: W. Sheehan

- Sewer Layers**
- Gravity Main
 - Public Gravity Main
 - Public Force Main
 - Proposed Gravity Main
 - Abandoned
- Water Layers**
- Fire Hydrants
- City Fire Hydrant
- Water Main
- City Water Main
 - Private Fire Line
 - Proposed Water Main
 - Abandoned Water Main
- Road Layers**
- State Maintained Road
 - Non-State Maintained Road



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_Dep\WS_GIS_Projects\Water_Sewer_Availability_Maps





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Steurer **MEETING DATE:** September 1, 2022

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Utilities

TITLE OF ITEM: Engineering Services for the Water Distribution System Master Plan Update—
Adam Steurer, Utilities Engineer

SUGGESTED MOTION(S):

I move City Council to adopt the Resolution By the City Council to select Hazen and Sawyer as most qualified to provide engineering services and authorize the City Manager To Enter Into a Contract for Engineering Services for the Water Distribution System Master Plan Update.

SUMMARY:

The City plans to update its 2017 Water Distribution System Master Plan, which generally serves as a roadmap for the utility to properly maintain and improve the water system. The Plan also identifies and prioritizes capital improvement projects so the distribution system can adequately serve current and future water demands. Staff recommends updating the Master Plan every five years.

Staff completed a qualifications-based selection process for Professional Engineering Services and have selected engineering firm Hazen and Sawyer, P.C. as most qualified to provide the services.

BUDGET IMPACT: \$ 200,000

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

If no, describe how it will be funded. Funds are allocated through a CPO

ATTACHMENTS:

1. Qualification Statement Evaluation
2. Scope of Services
3. Resolution By the City Council to Authorize the City Manager To Enter Into an Contract for Professional Engineering Services for the Water Distribution System Master Plan Update Project

Resolution # - _____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ENTER
INTO A CONTRACT FOR ENGINEERING SERVICES FOR THE WATER
DISTRIBUTION SYSTEM MASTER PLAN UPDATE PROJECT**

WHEREAS, the City owns and operates a public water distribution system that serves a population of approximately 72,000 in the City and surrounding area; and

WHEREAS, the City’s current Water Distribution System Master Plan (Master Plan) was prepared in 2017; and

WHEREAS, the Master Plan serves as a roadmap for the City to properly maintain and improve the water system. The Master Plan also identifies and prioritizes capital improvement projects so the distribution system can adequately serve current and future water demands; and

WHEREAS, City staff recommend updating the Master Plan every five years; and

WHEREAS, City Staff have performed a qualifications-based selection, determined Hazen and Sawyer, P.C. as most qualified, and received a proposal from Hazen and Sawyer, P.C. to provide Engineering Services to support the project.

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

1. Hazen and Sawyer, P.C. is most qualified to provide professional engineering services for the project, as recommended by Staff.
2. The scope of engineering services from Hazen and Sawyer, P.C. is approved in the amount of \$200,000
3. The City Manager is authorized to execute an agreement with Hazen and Sawyer, P.C. consistent with the terms of this Resolution, as approved by the City Attorney.

Adopted by the City Council of the City of Hendersonville, North Carolina on this _____ day of _____, 20____.

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

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Becker, City Attorney

Engineering Services for the Water Distribution System Master Plan Update
Statements Due 7/14/2022

Firm Name	Location	Reviewer	Project Team Qualifications (35)	Approach and Management (15)	Similar Projects (40)	Services Timely Manner (10)	TOTAL (100)	FINAL SCORE (100)	RANK
Hazen and Sawyer	Raleigh, NC	Reviewer 1	34	15	40	10	99	98.0	1
		Reviewer 2	34	14	40	10	98		
		Reviewer 3	33	15	39	10	97		



Hazen and Sawyer
4011 WestChase Boulevard, Suite 500
Raleigh, NC 27607 919.833.7152

August 23, 2022

Mr. Adam Steurer, PE
City of Hendersonville
305 Williams Street
Hendersonville, NC 8792

Re: Water Master Plan Update

Dear Mr. Steurer:

Hazen is pleased to provide this preliminary scope and fee proposal for the City of Hendersonville's Water Master Plan Update.

Project Background

The City of Hendersonville selected Hazen to provide engineering services described in a June 17, 2022, Request for Qualifications for the City of Hendersonville Water Distribution System Master Plan Update. This proposal outlines the scope of services and preliminary fee estimates.

The preliminary scope in this proposal is a summary of discussions with city staff on July 26, 2022, including optional tasks of interest to the city staff but not included in the scope described in the RFQ. Some tasks are presented in different levels of detail for fee comparisons, as requested by city staff.

Water System Overview

Hendersonville's distribution system provides drinking water to retail customers in the City of Hendersonville and surrounding areas. Hendersonville average day water production for 2021 was 7.78 mgd with a maximum day of 9.82 mgd.

Hendersonville's water system supplies a year-round population of approximately 72,000. The distribution system includes about 640 miles of main ranging from 2-inch pipes to 24-inch transmission mains. Some parts of the system were installed prior to 1950; consequently, a significant number of water mains are unlined cast iron pipes.

A 12 mgd water treatment plant about 8 miles northwest of the city supplies the system from the Mills River and two other sources in the Pisgah National Forest. The city upgraded the original 1963 plant in 2010 and plans to replace the high service pumps in the near future. Pumped water flows to the central part of the distribution system through two transmission mains, a 16-inch pipe installed in the 1920s and a 24-inch pipe installed in the 1960s.



Scope of Work

City of Hendersonville
August 23, 2022

Hazen (Engineer) proposes the following scope for the City of Hendersonville (Owner) Water Master Plan Update:

Task 1: Project Administration

This task includes project administration such as developing the scope and fee, bi-weekly calls, invoicing, and providing quality assurance by senior level staff throughout the duration of the project. Engineer will also prepare final presentations for both the City Council and the Water / Sewer Advisory Council.

Task 2 – Update Existing Hydraulic Model

The Engineer will **update the pipe network** by importing water system data in the most recent version of the City's Geographic Information System (GIS) into the modeling software. The Engineer will compare the current GIS pipe network to the network in the existing model and add any missing pipes, simplifying where needed to improve software performance. C-factors will be assigned to reflect typical values for new pipes. New nodes will be defined at new hydrants and pipe intersections, and elevations will be assigned using digital topographic data.

Task 3 - Conduct Field Tests

This task will **develop a field test plan** based on study of GIS data, field inspections and discussions with city staff. A **workshop** will be held using Teams to review the field test plan with city staff. Hazen will deliver the plan at least 30 days before testing begins.

The Engineer will **conduct one hydraulic grade line (HGL) test** that measures flows and pressures along the transmission mains from the WTP through the new Northside BPS to the new Northside Tank. Hazen will provide all test equipment. The Owner will make accessible existing taps or air valves for flow measurements using pitot tubes, or install new taps, if needed. Measured pressures will be added to gauge elevations to plot hydraulic grade lines (HGLs) against distance. This test will study the performance of improvements that have been installed since the last master plan.

Hazen will **conduct 10 fire flow tests** with assistance from the Owner. The tests will consist of flow and pressure measurements that assess the strength or weakness of the system in specific areas. Tests will be located for geographic coverage and in problem areas identified by city staff and or the fire department. Hazen will provide test equipment and the Owner will provide transportation and staff to operate hydrants and control traffic.

Test WTP and pump station master meters. Hazen will provide pitot tubes and field engineers to test the master meters that measure finished water entering the distribution system at the Owner's water plant, as well as district meters at pump stations that supply the Northside (McCrometer's insertion meters) and Eastside (McCrometer's insertion meters), Kenmure Greenleaf (McCrometer's insertion meters) pressure zones, and wholesale meter to Saluda (coordination with Saluda will be required). Pitot flow measurements in pipes near each meter will be compared to meter totalizer registration. The tests will encompass the primary metering device, the secondary instrumentation, and data handling in the SCADA system. Tests for the WTP will cover a 24-hour period at the normal range of flow rates to determine any under or over registration and the



City of Hendersonville

August 23, 2022

appropriate flow-weighted correction factors for the City's water audit. For the pump stations and wholesale meter, varying pump operations will be tested to determine correct factors. Pitot tubes will be inserted into water mains near each tested meter using taps installed or made accessible by the Owner. Hazen will assist in planning new 1-inch tap locations if needed using available drawings.

The Engineer will **calculate demand patterns for Laurel Park, Etowah, Northside, and Eastside, Kenmure-Greenleaf pressure zones as well as an overall system curve for the remaining pressure zones.** These calculations will use AMI district meters, SCADA records provided by the Owner showing hourly flows from water plants and pump stations, as well as hourly changes in recorded tank levels. These diurnal patterns will be used as input data for extended period simulation (EPS) modeling and for determining minimum night rates that indicate leakage potential.

Task 4 - Calibrate the Model

The Engineer will first **calibrate the model using the HGL test** by plotting and comparing measured and predicted HGLs. These plots will show where the model needs adjustments, or locations where unusual conditions are suspected, such as closed valves. Major discrepancies that cannot be resolved with reasonable model adjustments will be reviewed with Owner to develop a plan for further investigations. This task will check macro calibration for the most important parts of the distribution system.

Next the Engineer will **calibrate the model using fire flow tests.** This task will check micro calibration of the model in areas where fire flow tests were performed. After checking predicted static pressures, the model will simulate the measured flow from each test. Predicted residual pressures will be compared to the measured residual pressures and reasonable model adjustments will be applied to eliminate discrepancies. Major discrepancies that cannot be resolved with reasonable model adjustments will be reviewed with the Owner to develop a plan for further investigations.

The Engineer will then **calibrate the EPS model using SCADA records** by comparing recorded tank water levels to predicted tank water levels. This task will ensure that the model accurately simulates tank performance, which has a significant impact on water age calculations.

Workshop – An on-line Teams meeting will be held to review the model updated, field test and calibration results.

Task 5 – Identify Existing Deficiencies

The Engineer will use the model to **evaluate pressure zone boundaries** by identifying areas where pressures are outside design criteria agreed upon with city staff. These areas will be taken into consideration when subsequently testing improvements.

Fire flow analysis will be performed by calculating at each hydrant connection the flow available at a 20 psi residual pressure to identify areas with deficient fire flows. The Engineer will identify any general areas with low fire flows, and these areas will be taken into consideration when subsequently testing improvements.



City of Hendersonville

August 23, 2022

The Engineer will use the model to **map water age** for existing operation of the system. The model will predict water age based on a 30-day simulation of existing average daily demand using current pump controls and operating procedures. The map will highlight areas where water age is excessive. Additional modeling will **test operational changes**, including evaluating current flushing locations that reduce water age in problem areas.

Pump and storage deficiencies will be identified by comparing existing pump and tank capacity in each pressure zone to existing maximum day demands and requirements for equalizing and fire storage.

Engineer will use the hydraulic model to develop recommendations for eliminating existing deficiencies. Hazen will **conduct a Workshop** with city staff to review the existing system analysis.

Task 6 – Plan Uni-Directional Flushing (UDF) Program for Laural Park

The Engineer will use the hydraulic model to develop plans for uni-directional flushing (UDF) the Laural Park Pressure Zone (approximately 35 miles of water main). This method of flushing uses flowing hydrants and valve operations that induce high velocities in water mains for thorough scouring.

Task 7 – Forecast Future Water Demand

The Engineer will **review population projections for Traffic Analysis Zones (TAZs)** within the future water system service area agreed upon with the Owner. Hazen will **conduct a workshop** with city staff to review the TAZ projections as well as other planning information made available by the Owner. The TAZ projections will be adjusted if needed based on input from city staff.

The engineer will **forecast water demands to 2050** in five-year increments out to 2040 and then for 2050 based on the population projections for the service area. This task will include an evaluation of peaking factors and diurnal patterns to estimate future average day, maximum day and peak hour demands in each pressure zone. Demand forecasts will consider:

- historical water production records
- the Owner's billing records and meter installation trends
- information provided by city staff, planning department, and county staff about new industrial use and its most likely location
- wholesale supply to other systems considering contractual agreements and input from city staff
- per capita usage trends identified from number of meters to production records
- projected population growth

The Engineer will **summarize demand projections and supporting data sources** to the city staff in a **Workshop** and then develop a technical memo. The demand projections will be agreed upon with the Owner before modeling any future demand scenarios.

The Engineer will **distribute new demands to model nodes** and develop future demand scenarios that agree with the demand projections for each pressure zones.

Task 8 – Simulate Future Demand Conditions

The Engineer will **identify future deficiencies** by simulating future supply and demand conditions and comparing predicted performance with design criteria agreed upon with the Owner.



City of Hendersonville

August 23, 2022

Based on the demand projections, the Engineer will **evaluate pump and storage capacity** by pressure zone. This task will include evaluating storage requirements for equalizing diurnal demand, sustaining fire flows and meeting state regulations for emergencies. The Engineer will compare needed storage in each pressure zone with existing tank capacities and recommend new tanks in zones with inadequate storage. The Engineer will evaluate pump capacity by comparing maximum day demands with firm pumping capacity. New pumps will be proposed as needed.

Hazen modelers will **test improvements** that eliminate deficiencies. Viable alternatives will be compared to identify cost-effective methods of supplying future demands while meeting hydraulic design criteria and maintaining water quality. Improvements will take full advantage of the existing distribution system. Improvements will include adjustments to pressure zone boundaries, if needed. Hazen will **conduct a Workshop** to review the improvements, and final recommendations will be based on review comments from city staff.

Task 9 – Update the CIP

Hazen will **update the capital improvement plan (CIP)** from the previous master plan by mapping, prioritizing, and tabulating recommended pipes, tanks and pump stations. The CIP will include planning level cost including future estimates and detailed project sheets for each major improvement. Cost estimates will include construction, land acquisition, contingencies, engineering, legal and administrative costs. The CIP will be divided into 5-year planning periods out to 2040 and then for 2050 corresponding to a color-coded map. Project sheets will identify any demand benchmarks that trigger the need for proposed improvements.

To assist the City with SRF applications, the CIP for the next 10 years will be further prioritized. Prioritization of new projects will consider fire flow, water age and redundancy.

The Engineer will **review the new CIP with city staff** in a **Workshop** and make changes based on review comments.

Task 10 - Prepare Master Plan Report

The Engineer will **prepare a draft report** that:

- documents the process of updating the hydraulic model
- summarizes the field tests and model calibration
- identifies existing deficiencies
- maps water age and summarizes recommendations for improving operations and water quality
- summarizes the population and demand projections
- explains model results for future demand conditions
- tabulates proposed improvements, with planning level cost estimates
- UDF map books for Laural Park

Hazen will respond to review comments and **deliver a final report** that is signed and sealed by a Professional Engineer.



Optional Services

City of Hendersonville
August 23, 2022

Our proposal includes optional tasks as follows:

Task 11 – Water Audit

Association (AWWA) for M36, the Manual of Practice for Water Audits and Loss Control Programs. The water audit will evaluate non-revenue water, the difference between the amount of water billed to customers and the amount of water supplied to the distribution system. The water audit report will include specific recommendations on how to decrease non-revenue water. Going forward, city staff will be able to track non-revenue water by updating the audit on an annual basis.

The Water Audit task will include the following subtasks:

- a) **Kickoff conference.** Engineer will host a **workshop** call to review the billing summary from the master plan, request information for the audit and answer questions from city staff.
- b) **Compile distribution system information.** This task includes entering required information describing the distribution system into the spreadsheet for the 4th Edition of M-36. This information includes statistical information about the distribution system and financial information, such as the total costs to operate the water supply system, billing rates, and marginal production costs. Hazen will work with city staff to compile this information.
- c) **Perform water balance calculations and develop performance indicators.** Engineer will use M-36 software to calculate water balance components including water supplied, water exported, billed authorized consumption and non-revenue water, including apparent losses and real losses. This task also will include calculating performance metrics to track non-revenue water year to year and identifying operational benchmarks for comparison with other utilities.
- d) **Prepare technical memo summarizing the water audit.** Hazen will prepare a technical memo summarizing the water audit, including the completed forms produced by the M-36 software. The summary also will include plotting monthly water production and billing for the last several years and calculating the difference as a 12-month moving average to identify trends. The technical memo also will compare water pumped to water billed in the Laurel Park, Etowah, Northside and Eastside pressure zones to help the Owner prioritize future leak detection efforts.

Task 12 – Plan Uni-Directional Flushing (UDF) Program for Etowah and Northside

The Engineer will use the hydraulic model to develop plans for uni-directional flushing (UDF) the following pressure zones: Etowah, and Northside (approximately 100 miles of water main). This method of flushing uses flowing hydrants and valve operations that induce high velocities in water mains for thorough scouring.

Task 13 - Dashboard

The Engineer will meet with the City to determine how the dashboard will appear and to verify necessary data connections to facilitate functionality. The Engineer will **prepare a Power BI report with three pages** that:



City of Hendersonville
August 23, 2022

1. Tracks existing demands with functionality to compare projected demands from the Master Plan. Existing demands will be stored in an Excel Workbook provided by Hazen to be updated by the City.
2. Tracks development projects to include development name, location, type, status, anticipated dwelling units, projected demands.
3. Revises the existing Power BI Dashboard to display location of CIP projects and prepopulated project information in coordination with the City Manager's office.

Task 14 – Conduct Valve Criticality Risk Assessment

The Engineer will use the hydraulic model to **assess valve criticality** within the main zone and several of the larger pressure zones. The model includes an automated vulnerability module that quantifies criticality by determining how many customers would have no service or deficient pressure if each pipe section was isolated for a repair using existing valves. The results will be used to rank valves or pipe sections by relative risk, considering the consequences of failure.

A technical memo will **make recommendations to reduce risk**, such as adding new valves or installing new connecting pipes or other improvements.



Compensation

City of Hendersonville
August 23, 2022

The tasks described in the Scope of Work will be billed monthly on an hourly basis by employee classification, as shown in in Table 1. These rates will remain in effect through June 30, 2023, when they will be adjusted based on increases in the cost of labor. Reimbursable project expenses will be billed at cost, including vehicle mileage at the rate established by the Internal Revenue Service and sub-consultant fees.

Estimated hours and fees for each task are shown in Table 2.

For Tasks 1 through 12, compensation to Hazen and Sawyer shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) without further authorization from the City.

Table 2 also shows estimated fees for optional tasks not included in the limit above.

Table 1: Hourly Rates

Vice President	\$260
Senior Associate	\$220
Associate	\$180
Senior Principal Engineer	\$160
Senior Field Coordinator	\$155
Principal Engineer	\$140
Engineer	\$130
Assistant Engineer	\$125
Editor/Admin	\$75
Technician	\$50



City of Hendersonville
August 23, 2022

Table 2: Estimated Hours and Fees

	Task	Est Hours	Task Fee
1	Conduct Project Admin	106	\$22,300
2	Update Existing Hydraulic Model	12	\$1,900
3	Conduct Field Tests	146	\$22,800
4	Calibrate the Model	94	\$15,600
5	Identify Existing Deficiencies	125	\$19,800
6	UDF - Laurel Park Zone	64	\$9,600
7	Forecast Future Water Demand	250	\$39,000
8	Simulate Future Demand Conditions	188	\$31,400
9	Update the CIP	94	\$15,400
10	Prepare Master Plan Report	144	\$22,200
SUB	TOTAL	1,223	\$200,000
<u>OPTIONAL TASKS</u>			
11	Water Audit	193	\$30,100
12	UDF - Etowah and Northside Zones	114	\$17,200
13	Dashboard	150	\$23,700
14	Conduct Valve Criticality Risk Assessment	254	\$40,000



Hazen and Sawyer
 4011 WestChase Boulevard, Suite 500
 Raleigh, NC 27607 919.833.7152

Schedule

The chart below depicts the preliminary project schedule assuming a start date of September 12, 2022.

Hendersonville Water Master Plan Update														
Project Schedule														
Task	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	
1 Conduct Project Admin														
2 Update Existing Hydraulic Model														
3 Conduct Field Tests	★													
4 Calibrate the Model				★	★									
5 Identify Existing Deficiencies														
6 UDF - Laurel Park Zone	★		★											
7 Forecast Future Water Demand	★		★					★						
8 Simulate Future Demand Conditions								★						
9 Update the CIP										★				
10 Prepare Master Plan Report													★	



Workshop



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Michael Huffman

MEETING DATE: 09/01/22

AGENDA SECTION: CONSENT

DEPARTMENT: Engineering - Stormwater

TITLE OF ITEM: DWI Stormwater Planning Grant Application Resolution – *Michael Huffman, Stormwater Division Manager*

SUGGESTED MOTION(S):

I move the City Council adopt a resolution to apply for funding through the DWI Stormwater Planning Grant program for the Comprehensive Stormwater Master Planning Project

SUMMARY:

City stormwater staff are working with WK Dickson to complete a comprehensive stormwater master plan for the City of Hendersonville. WK Dickson was selected through the RFQ process to provide stormwater master planning services to the City. One hundred thousand dollars (\$100,000) has been approved in the current fiscal year budget for phase 1 of the master planning process. Phase 1 will involve the development of a strategic asset management plan, a gap analysis of existing studies and data, establishment of program goals, development of a comprehensive and holistic criticality approach, and prioritization of subbasins for plan development. Future phases will include detailed hydraulic and hydrologic modeling of sub watersheds, ecological assessments and evaluations of stormwater systems, project identification and prioritization, and development of a strategic funding plan. Funding has yet to be appropriated for future phases of the master plan. To support future phases of master planning project staff are planning to apply to the newly created NCDEQ Division of Water Infrastructure Stormwater Planning Grant program. The maximum grant award per applicant through this program is \$400,000. Staff will be requesting the maximum award through this program.

BUDGET IMPACT: \$400,000

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

If no, describe how it will be funded. The DWI Planning Grant Program award.

ATTACHMENTS:

1. Resolution to apply for DWI Stormwater Planning Grant Program

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPLY FOR FUNDING FOR THE CITY OF HENDERSONVILLE COMPREHENSIVE STORMWATER MASTER PLAN PROJECT

WHEREAS, the North Carolina Department of Environmental Quality Division of Water Infrastructure has established a funding program for investment in drinking water, wastewater, and stormwater systems; and

WHEREAS, The City of Hendersonville has need for and intends to complete a comprehensive, city-wide stormwater master planning project described as City of Hendersonville Comprehensive Stormwater Master Plan Project ; and

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

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

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of September, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

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

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO SELECT A FIRM TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE COMPREHENSIVE STORMWATER MASTER PLANNING PROJECT AND DIRECT THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH THE SELECTED FIRM

WHEREAS, the City of Hendersonville advertised a request for qualifications for comprehensive master planning services for the City of Hendersonville and;

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

WHEREAS, firms Withers Ravenel, McGill Associates, McAdams, Blue Earth, Geosyntec, RVE, and LJB were the next highest-ranking firms in order; and

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

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

1. The City Manager is authorized to negotiate and enter into contract for the stormwater master planning project with WK DICKSON on behalf of the City in consultation with the City Attorney, upon such terms and conditions as he deems appropriate, including but not limited to:
 - a. Determining the scope of work;
 - b. Breaking the scope of work into Phases if appropriate, and
 - c. Amending the contract in the future to amend the scope of work or activate future phases,

Provided, however, that the following conditions shall apply:

- a. The contract and any amendment(s) entered now or in the future shall only obligate the City to budgeted and available funds as of the date of the contract or any such amendment; and
 - b. The total of funds authorized under this Resolution shall be less than \$500,000.
2. If negotiations fail, the City Manager is directed to negotiate a contract with the next most qualified firm based on the rankings provided in the RFQ review sheet, said contract to be consistent with the terms of this Resolution;

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of September, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

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

submitted via email to mbhuffman@hvlnc.gov

July 1, 2022

Michael Huffman
Stormwater Administrator
City of Hendersonville

Re: RFQ # 220127555001 Professional Engineering Services for Comprehensive Stormwater Master Plan

Dear Mr. Huffman:

WK Dickson is pleased to provide this proposal for a stormwater master plan for the City of Hendersonville. Our watershed services team for this work combines the expertise of Lisa Wells, who has served as municipal employee and program consultant to multiple municipal clients, and Tom Murray, who has shepherded well over a dozen communities through master planning and CIP development. WK Dickson believes we bring the following differentiators to this work for the City:

- ▶ Our watershed team leaders have **extensive experience with projects from planning through project implementation**. While other firms separate planning and modeling experts from project design and construction practice professionals, we believe the best plans are developed when team members developing concepts and estimating costs have implemented project solutions. From stream and pond restoration to green infrastructure to programmatic solutions, **each solution is thoughtfully considered and developed with constructability, effectiveness, cost, and long-term maintenance at top of mind**.
- ▶ **Our project team brings intimate knowledge of the planning, prioritization approaches, and programs of other benchmark communities**. A few of the communities we are currently serving include Albemarle, Charlotte, Raleigh, Greenville, Fayetteville, Chapel Hill, Asheville, Charleston, SC, and Myrtle Beach, SC, Johns Creek, Roswell, and Gwinnett County, GA. Each of these communities bring unique approaches to local challenges and specific community priorities and we believe we can leverage our experience with these communities to develop a program for Hendersonville. In particular, we have included Booker Creek, Walnut Creek, and Myrtle Beach as examples of active projects that align with our recommendations for Hendersonville project implementation.
- ▶ **No firm can rival our track record in funding**. With Angie Mettlen as our director of funding and regulatory affairs, the answers to any and every funding question are readily available to the City. Our extensive experience with capture, management - and most importantly – integration of funding sources is unparalleled. Lots of consultants name funding programs but none have the dedicated staff and proven track record of our team in securing and managing these funds. As the master plan is developed, Angie will be able to direct project options and plan development to maximize and leverage existing funds with outside sources. With our decades of experience navigating the full funding cycle, we will ensure you properly navigate the complex rules, deadlines, implementation constraints, and all the strings that come with many grant funds. The ultimate goal will be to leverage planned funding from the local level to secure the maximum amount of grant dollars for projects.

Hendersonville has accomplished a lot of work in the past several years and we look forward to supporting these next critical steps. If you have any questions, please feel free to contact me.

Sincerely,
W.K. Dickson & Co., Inc.



Lisa Wells, PE
Vice President/Director of Watershed Services
lwells@wkdickson.com /864.990.0201

WK Dickson is a community infrastructure consulting firm specializing in the growth of communities since 1929.

We are an innovative, diversified organization of 180 professionals with a reputation in the industry for superior client satisfaction, technical competence, innovation, and integrity. We provide turnkey community solutions with services ranging from master planning and conceptual design through permitting, funding assistance, construction administration/observation and project closeout. In the role of advisor and technical extension of staff, we realize the need to react quickly on projects large and small, and the timespan of our relationships with our clients speaks to our responsiveness.

For over 25 years, WK Dickson has provided sound, responsible stormwater solutions across the Southeast centered on the art and science of urban stormwater management and ecological restoration to protect public safety, improve watershed functions and enhance quality of life. We have introduced innovation and sustainable practices to many of our clients with solutions that are carefully considered to best enable decisions for cost-effective context sensitive solutions to your stormwater drainage needs.

The WK Dickson Watershed Services team boasts 30 engineers, scientists, and GIS specialists that focus on stormwater management – from planning and concept to implementation and closeout. **Our collaboration and workload sharing across our offices and with our firm partners ensures that our clients have access to all of our regional expertise and benefit from the best practices in being implemented across the Southeast.** We have decades of planning and design experience that we believe will ensure a viable and vibrant plan for the City of Hendersonville as they enter an unprecedented time in terms of infrastructure investment in North Carolina.

A HISTORY OF SUCCESS
**ENR SOUTHEAST
TOP 50
DESIGN FIRM**



11
OFFICES

180
EMPLOYEES

30
watershed professionals specifically focused on providing sustainable stormwater solutions.

98%
WK Dickson's rate of client retention.

Once trusted with a community's infrastructure, they want to continue that relationship.

LEGAL NAME
W.K. Dickson & Co., Inc.

PRINCIPAL OFFICE
5 Legacy Park Road, Suite A
Greenville, SC 29607
864.990.0180

SUPPORTING OFFICES

720 Corporate Center Dr. Raleigh, NC 27607 919.781.9485	1320 Main St, Suite 400 Columbia, SC 29201 803.786.4261
1213 W. Morehead St. Suite 300 Charlotte, NC 28208 704.334.5348	1111 N. Northshore Dr. #S400 Knoxville, TN 37919 865.270.3310

WEBSITE www.wkdickson.com

PRIMARY CONTACT/PROJECT DIRECTOR
Lisa Wells, PE, CFM
lwells@wkdickson.com
5 Legacy Park Road, Suite A
Greenville, SC 29607
864.990.0180 (office) • 864.990.0201 (mobile)



PROJECT TEAM



LISA WELLS, PE, CFM
Program Director

MASTER PLANNING TEAM

Tom Murray, PE, CFM - *Team Leader*
Daniel Whittington, PE, CFM
Earl Bingham, PE, GISP
Jennifer Heard, PE
Savannah Sill

CAPITAL IMPROVEMENT PLAN

Marc Horstman, PE, PH, CFM - *Team Leader*
Jeff Edney, PE
Collin Filo, PE
Michael Tassitino, PE
Brendan Byrne, PE

ECOLOGICAL & ENVIRONMENTAL SERVICES

Michael Ellison - *Team Leader*
Julie Ball, CFM
Dan Zurlo
Burke Lipscomb
Liz DiNatale, PE

STRATEGIC FUNDING TEAM

Angie Mettlen - *Team Leader*
Grant & Funding Application & Administrative
Anita Robertson, PE
Tricia Malinowski, PhD, PE
Susan Turner
Funding Strategies
Jennifer Tavantzis • Raftelis
Katie Cromwell • Raftelis

PUBLIC OUTREACH TEAM

Lisa Wells, PE, CFM - *Team Leader*
Amy Hathaway, PE, CFM
Inga Kennedy • PEQ
Rachel Weinburg • Raftelis

FIELD SURVEY SERVICES

Vaughn & Melton

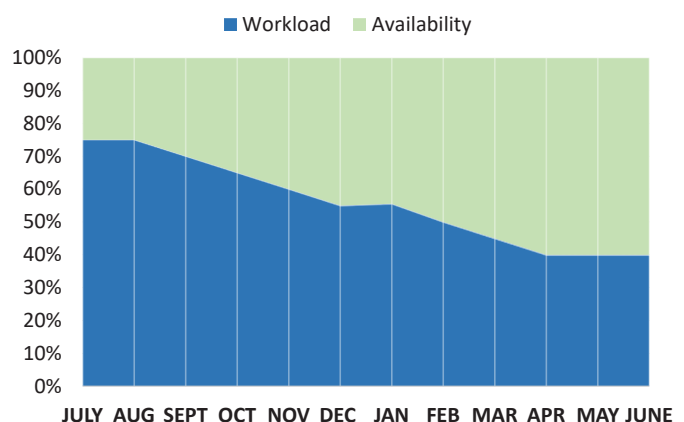
EASEMENT AND PROPERTY ACQUISITION

TELICS

Organization and Ability to Deliver Results

Lisa Wells, from our Greenville office less than an hour from Hendersonville, will serve as the Project Director leading the development and implementation of this project to ensure full alignment with the City's needs. Our Master Planning Team Leader, Tom Murray, located in Raleigh, has extensive planning experience with multiple communities in NC and across the Southeast. Marc Horstman, located in Raleigh, will lead our CIP development and implementation team, located in Greenville and Charlotte, who bring experience with dozens of municipal drainage projects. Our watershed scientists, three of whom are located in Greenville, will be led by Michael Ellison who brings decades of experience with ecological restoration, use of natural systems for stormwater management, permitting, and mitigation. Angie Mettlen, our strategic funding specialist also in Greenville, will lead funding efforts with a team of trained grant writers and administrators. We have also included subconsultants with whom we routinely partner in delivering stormwater program services. Raftelis will assist with funding strategies that relate to debt issuance and rate considerations. PEQ stands ready to supplement our public outreach team if the City desires an extensive program. Vaughn & Melton and Telics will provide services as needed for field survey, easement, and property acquisition.

We are structured to routinely work across offices collaborating on best practices and latest innovations, balance workload, ensure schedule adherence, and efficiently deliver on project budget. Because we operate seamlessly across our footprint, Lisa has access to all of the 30+ WK Dickson watershed staff and can readily access resource availability throughout the company. Our workload and availability for the next year is shown below. Our individual project team members' current and projected workload will allow us to begin serving the City immediately with the planning and development phase noted in our approach and have ample capacity to assign and reserve the modeling and field assessment resources in the time frame they will be needed.



Lisa Wells, PE, CFM | Project Director

- Extensive public agency experience including CIP development and prioritization for municipal stormwater utility



With more than 25 years of experience, Lisa brings a broad perspective and knowledge of public infrastructure and local government operations. Lisa's expertise includes stormwater utility and program management, capital planning and project management for gray and green infrastructure, asset management for stormwater systems and wastewater collection, watershed master planning, and collection system operations and project implementation.

Professional Engineer, NC, SC | Certified Floodplain Manager | MS Civil Engineering | BS Civil Engineering

Years Experience: 25 Years with WK Dickson: 3

Tom Murray, PE, CFM | Master Planning Team Leader

- Extensive planning and prioritization experience



Tom has more than 22 years of experience in guiding municipalities to proactively manage their stormwater infrastructure assets. **He previously served as the Program Manager for the City of Greenville, NC to develop Citywide Watershed Master Plans that included an ESRI-based inventory and condition assessment component and the development of capital projects and maintenance recommendations with a quantified prioritization matrix.** Tom has worked on similar projects for communities throughout the southeast including Albemarle, Fayetteville, Hope Mills, Atlantic Beach, Greensboro, and Wilmington, as well as Gainesville and Dalton, GA and Myrtle Beach, SC.

Professional Engineer, NC, SC | Certified Floodplain Manager | MS Civil Engineering | BS Environmental Science & Engineering

Years Experience: 22 Years with WK Dickson: 17

Marc Horstman, PE, PH, CFM | CIP Team Leader

- Delivered approximately \$40 Million worth of municipal infrastructure improvements



Marc has extensive experience related to municipal storm water infrastructure, including planning and design, hydraulic and hydrologic modeling, innovative and sustainable site design, and stormwater BMP design. Marc's expertise includes planning and designing innovative water quality devices for Capital Improvement Projects (CIPs), Low Impact Development (LID) and infrastructure upgrade projects.

Professional Engineer, NC, SC, TN, GA | Professional Hydrologist | Certified Floodplain Manager | MS Biological Engineering | BS Biological Engineering

Years Experience: 13 Years with WK Dickson: 11

Angie Mettlen | Strategic Funding Leader

- Has secured over \$800M for community infrastructure planning and improvements.



Angie brings over three decades of engineering, grant writing and administration, project management, and regulatory permitting experience throughout the Carolinas and Tennessee. She is an expert in grant and funding for infrastructure projects and has assisted units of government throughout the Southeast. She has worked closely with regional Councils of Government, the state Departments of Commerce (CDBG and economic development programs), the US Economic Development Administration, the US Rural Development Administration, the US Environmental Protection Agency and other state and federal funding agencies.

NASSCO Certified | BS BioScience/Bioengineering

Years Experience: 30 Years with WK Dickson: 15

WK Dickson has a deep bench of modeling specialists that work in multiple modeling platforms including HEC-RAS, HEC-HMS, XPSWMM, PCSWMM, Infoworks ICM, ICPR, and WTM. This expertise will ensure development of a sound methodology for Citywide watershed planning.

Daniel Whittington, PE, CFM | Master Planning Team

- Entire career focused on watershed master planning, CIP cost/benefit analysis, BMP selection, and NPDES compliance for municipal clients



Daniel has more than 22 years of experience focused on developing solutions to stormwater issues for municipalities throughout the Southeast. He is an expert in hydraulic and hydrologic modeling and GIS data analysis and presentation having worked with communities like Greenville and Charleston for over 15 years with his previous employment. He has certifications in GIS water quality analysis and is well-versed in hydraulic and hydrologic modeling software packages such as PCSWMM, XPSWMM, ICPR, HEC-RAS, HEC-HMS, InfoSWMM. Daniel also has extensive experience in watershed master planning, prioritization, CIP cost/benefit analysis, BMP selection, and NPDES storm water permitting compliance.

Professional Engineer, SC | Certified Floodplain Manager |
MS Civil Engineering | BS Civil Engineering

Years Experience: 22 Years with WK Dickson: 3

Jennifer Heard, PE | Master Planning Team

- Has developed customized modeling methodologies and project prioritization scoring



Jennifer has over 19 years of experience in water resources, water supply, storm water and related environmental engineering projects. She has been the project manager or lead project engineer for a range of stormwater planning projects including watershed assessment and modeling of grey and green systems, development of storm water management programs for the Cities of Durham, Cary, Fayetteville and more. Her modeling software experience includes XP SWMM, SWMM, HEC-RAS, HEC-HMS, PC SWMM, WaterCAD, MODRET and SEEP2D.

Professional Engineer, NC | MCE Civil Engineering |
BS Natural Resources- Soil and Water Systems

Years Experience: 19 Years with WK Dickson: 4

Earl Bingham, PE, GISP | Master Planning Team

- Focused expertise in GIS & stormwater planning & modeling for municipalities



Earl has more than 12 years of experience developing and utilizing models for basin master plan studies for stormwater and wastewater systems, BMP design, flood studies, stream restoration and capital improvement projects. He routinely distills and integrates large GIS datasets into hydrologic and hydraulic platforms such as XPSWMM, HEC-RAS, HEC-HMS, EPA SWMM, Hydraflow Storm Sewers/Hydrographs/Express and TR-55. He has collected and managed data from the inventory of pipes, structures, and BMPs for the purpose of constructing detailed hydraulic models. Earl provides technical expertise in customizing website solutions and mobile GIS applications. His field experience includes inventory, BMP inspections, stream assessments, flow testing, CCTV, illicit discharge investigations, and outfall inspections.

Professional Engineer, SC | GIS Certified Professional |
NASSCO Certified | BS Civil Engineering

Years Experience: 12 Years with WK Dickson: 11

Savannah Sill | Master Planning Team

- Expertise in ESRI Experience Builder, Power BI, Dashboard and Mapping Interfaces



Located in our Charlotte office, Savannah is one of WK Dickson's Senior GIS Specialists. With over seven years of experience in the industry, her expertise is deeply rooted in environmental GIS and mapping. As an AutoCAD and ArcGIS expert, Savannah is highly skilled in asset management database administration and deployment, data curation, utility analysis and development, project coordination and management, client training, road mapping, COTS solutions, application deployment, and Enterprise systems engineering.

MS Geographic Information Science | BS Environmental
Science and Geography

Years Experience: 7 Years with WK Dickson: 1

City of Hendersonville Comprehensive Stormwater Master Plan | 5

Our capital design team has produced plans and supported construction of major and minor drainage improvement projects, culvert upgrades, and nature-based solutions.

Jeff Edney, PE | Capital Improvement Plan Team

Jeff has 20 years of progressive civil design and project management experience in a variety of civil engineering and land development projects in 18 states across the United States. He has delivered projects from the concept/due diligence phase thru the design, permitting, bidding, construction administration, and final as-built and close-out stages for institutional, commercial, industrial, residential, and municipal infrastructure projects. Jeff has significant experience in erosion control, stormwater management, water and sewer facility, railway, and transportation design.

Professional Engineer, NC, SC, GA | LEED-Green Associate | BS Construction Engineering & Management

Years Experience: 20 Years with WK Dickson: 3



Michael Tassitino, PE | Capital Improvement Plan Team

Michael has eight years of experience in stormwater design, including leading water resource projects during design and construction phases. Michael has planned and designed roadside drainage plans on capital improvement projects, created storm water management plans, including storm water BMP design, modeling of urban watersheds, and cost-benefit analysis of multiple design scenarios. In addition, Michael has analyzed natural channels, including FEMA studied streams, using HEC-RAS for low-impact bridge replacements and stream remediation projects.

Professional Engineer, NC, SC, CO | MS Civil and Environmental Engineering | BS Civil and Environmental Engineering

Years Experience: 8 Years with WK Dickson: 1



Collin Filo, PE | Capital Improvement Plan Team

Collin has more than nine years of experience in watershed planning and assessment, hydraulics and hydrology, stormwater management, erosion and sediment control, and grading and drainage design for public and private sector clients. His experience includes more than seven years of fast-paced, design-build experience. Collin has considerable expertise in closed and open system storm drain design, complex H&H modeling, stormwater management design, earthen dam design, floodplain and dam breach modeling, and watershed assessments to meet NPDES MS4 and TMDL Program requirements.

Professional Engineer, NC, SC, MD, GA | BS Civil Engineering

Years Experience: 9 Years with WK Dickson: 1



Brendan Byrne, PE, CFM | Capital Improvement Plan Team

Brendan has eight years of experience in general civil engineering, floodplain management, stormwater detention modeling, floodplain mapping, drainage and detention design, channel maintenance, and master drainage planning. He has a vast knowledge of federal, state, and local regulations regarding stormwater and drainage design. Brendan has coordinated projects through approval with City and County governments, and FEMA. He has extensive experience with hydrologic and hydraulic modeling software such as HEC-HMS, HEC-RAS (steady-state, unsteady-state, and 2D analyses), XPSTORM, InfoWorks ICM, and HY-8, as well as in-depth experience with AutoCAD, AutoCAD Civil 3D, and ArcMap/GIS.

Professional Engineer, NC, SC, TX | Certified Floodplain Manager | BS Civil Engineering

Years Experience: 7 Years with WK Dickson: 1



Michael Ellison | Ecological & Environmental Services Leader

- Project manager and technical lead for 13 watershed plans, over 50 water quality retrofit projects, and over 100 stream restoration projects



Michael has over 31 years of experience as a consultant and restoration contractor, providing natural systems analysis and restoration services to government agencies, private and institutional landowners, and nonprofits. Michael has analyzed and overseen installation on over fifty urban stream improvement designs in NC, MD, VA, SC, and GA.

USACE Certified Wetland Delineator | BS Geology | Rosgen Levels I-IV

Years Experience: 31 Years with WK Dickson: 7

Julie Ball, CFM | Ecological & Environmental Services Team

Julie has over 22 years of project experience as a staff scientist. Her background covers all facets of the applied science and includes Section 404/401 permitting, wetland delineations and wetland mitigation. She has prepared Environmental Assessment (EA) documents in compliance with NEPA, Section 404/401 Individual Permit (IP) applications, and Jurisdictional Determinations (JDs) requests.

Certified Floodplain Manager | BS Geographic Resource Management and Environmental Studies

Years Experience: 22 Years with WK Dickson: 16



Liz DiNatale, PE | Ecological & Environmental Services Team

Liz has 14 years of experience in water resources and related engineering projects. She has been responsible for various water resources projects including culvert design, H&H modeling, streambank stabilization and restoration, and permitting. Liz has completed No-Rise certifications for a dozen stream restoration projects for Floodplain Development Permits. In addition, she has overseen the construction of stream restoration and dam removal projects.

Professional Engineer, NC, SC, TN | BS Environmental Eng.

Years Experience: 14 Years with WK Dickson: 1



Amy Hathaway, PE | Public Outreach

Amy has 11 years of experience in stormwater green infrastructure design, municipal program development, and public outreach. She gained extensive knowledge of MS4 program management from her prior experience as an engineer with the City of Raleigh's Stormwater Program. Amy secured, administered, and implemented multiple projects with grant funds from North Carolina Clean Water Management Trust Fund, the EPA 319 Grant Program, and ARRA Federal Stimulus Funds and she facilitated partnerships with North Carolina State University.

Professional Engineer, TN, GA | MS Biological & Environmental Engineering | BS Environmental Engineering

Years Experience: 11 Years with WK Dickson: 2



Inga Kennedy • PEQ (Planners for Environmental Quality) | Public Outreach

Inga has 38 years of national experience in urban planning, with an emphasis on environmental, land use, transportation, and citizen awareness and participation. She is an expert meeting facilitator and has facilitated more than 900 public meetings, working closely with agencies, elected officials and citizens groups. She has been involved in the conduct of a variety of water resource projects throughout the southeast including watershed and stormwater management planning, wastewater services, water planning and rate studies.

MA City Planning | BA Urban Studies

Years Experience: 38 Years with PEQ: 30



PROVEN PERFORMANCE

Our team has modeled, studied and designed more than

340

CULVERTS

65,000

LF OF CLOSED SYSTEMS

1,800,000

LF OF STREAM ASSESSMENTS

Our team has designed and supervised construction of more than

60

CULVERTS

50,000

LF OF CLOSED PIPE

170,000

LF OF STREAM RESTORATION
AND STABILIZATION



\$160M

FROM AT LEAST 20
DIFFERENT FUNDING
SOURCES SPECIFICALLY
FOR STORMWATER CIP
PROJECTS

Anita Robertson, PE | Grants & Funding



- Managed over \$764 million in municipal wastewater infrastructure projects funded through NCDEQ

Anita has over 20 years of progressive engineering and management experience, including process design, remediation engineering, municipal water and wastewater engineering, project management, state and local environmental permitting, state and federal funding program administration, and asset management. Prior to joining WK Dickson, Anita was the engineering supervisor of the wastewater project unit at the NC Department of Environmental Quality, Division of Water Infrastructure, State Revolving Fund Section where she was responsible for managing over \$764 million in municipal wastewater infrastructure projects funded through the division.

Professional Engineer, NC | NASSCO Certified | BS
Environmental Engineering

Years Experience: 21

Years with WK Dickson: 1

Jennifer Tavantzis • Raftelis | Funding Strategies



Jennifer has a strong background in water resources and utility management, and possesses extensive data management and analytical skills. Her educational background lies in the areas of water quality, hydrology, and resource conservation. In her seven years with Raftelis, she has consulted with numerous local governments on projects related to stormwater program development and review, and stormwater utility feasibility, development, implementation, and reorganization studies.

MS Environmental Management | BA Environmental Studies
& Urban Planning

Years Experience: 11

Years with Raftelis: 7

PROJECT APPROACH AND MANAGEMENT

Our team is vested in seeing the City of Hendersonville's Stormwater Master Plan succeed, and have identified crucial elements for success in meeting the City's goals.

Our Current Work in Similar Communities

As community infrastructure consultants, we prioritize fostering the client relationship in addition to the project. We take pride in providing exceptional stormwater services to develop a community roadmap and then assisting to implement the developed plan. Below, you will find a map of communities that we are actively serving in delivery of those services.

Focused Watershed Program Support

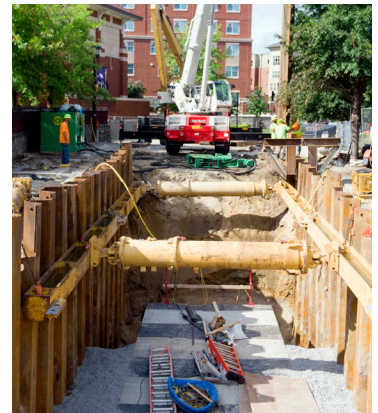


- ▶ Asheville - Citywide Stormwater Programmatic and Level of Service recommendations
- ▶ Albemarle - Stormwater program development, utility study, and citywide master planning for 17 sq miles
- ▶ Cary - Pilot basin study, watershed plan, 2D model for capital prioritization and development control
- ▶ Chapel Hill - Master planning for Booker Creek watershed (6 sq miles), project implementation
- ▶ Greenville, NC - Program Manager for Citywide Watershed Master Plans with asset management, capital projects development, prioritization matrix
- ▶ Georgetown, SC - 7 sq mile citywide master plan and capital plan, rate evaluation, project implementation
- ▶ Charleston, SC - Restoration Master Plan, CIP identification
- ▶ Myrtle Beach, SC - Citywide Master Plan, CIP development, wetland enhancement implementation project
- ▶ Dorchester County, SC - Limited subbasin studies and CIP implementation
- ▶ Johns Creek, GA - Stormwater master plan, CIP development
- ▶ Roswell, GA - Big Creek Watershed, update of 100 sq mi study, prioritized CIP

Capital Design Experience - All Project Types and Time-Tested

Our team has extensive experience in stormwater capital design projects in the Carolinas and throughout the Southeast. Furthermore, our team has been assisting entities like the City of Hendersonville with a variety of stormwater design services including planning, infrastructure design, flood mitigation, wetland enhancements, dam assessments and design, capital planning and cost estimating, property and easement acquisition support, and construction administration. This experience will allow us to provide the programmatic support necessary to implement the master plan, further develop recommended solutions, and provide guidance for prioritization, implementation, and funding of those projects. While every community is unique, we can reflect on our experiences with other communities to share a wide range of multi-layer strategies with respect to project implementation that meet multiple community goals while leveraging a variety of funding resources.

- ▶ **Chapel Hill, NC** – With limited resources and multiple stormwater objectives, our team conceptualized, designed, and provided construction services for the Booker Creek Basin Park, which reconnected an urban stream to the floodplain in a park setting. The project provided flood mitigation, nutrient treatment, wetland enhancement, and stream stabilization in a dense urban environment. Pedestrian connectivity was incorporated into the project to allow residents better and safer access to nearby commercial businesses.
- ▶ **Greenville, NC** – Our team provided planning, design, and construction services for the Town Creek Culvert Project, the largest capital stormwater project the City has ever implemented. The drainage infrastructure project mitigated flooding in downtown Greenville near East Carolina University and incorporated green infrastructure components throughout the corridor. Our team of funding specialists was able to secure and administer a 0% loan from CWSRF, saving the City almost \$4M over the life of the loan.
- ▶ **Spartanburg, SC** – Butterfly Branch is a tributary to Fairforest Creek, which flows through downtown Spartanburg, SC. By daylighting a piped system in the floodplain, this project provided permittee-responsible mitigation to offset unavoidable stream impacts associated with the Spartanburg Downtown Memorial Airport's runway expansion. Restoration activities included daylighting approximately 1,125 LF of closed drainage system and restoring an additional 710 LF of channel to create a greenway/park amenity as a catalyst for redevelopment.



Prioritization and Funding

Determining the most effective way to prioritize limited resources will be critical moving forward. Every community is unique, thus we firmly believe in a collaborative approach with staff, key stakeholders, and elected officials to determine the most crucial factors in prioritizing capital solutions. Interwoven into that process is the development of a detailed funding strategy that leverages both external resources and evaluates internal resources. Angie Mettlen, director of strategic funding and regulatory affairs, has assisted communities in North Carolina and throughout the Southeast procure hundreds of millions of dollars in infrastructure funding and our team is actively engaged daily with funding activity to assist our clients in securing infrastructure funding from a wide range of resources. **Our team of funding specialists support the project and grant administration through design, construction, and closeout.**

WATER RESOURCE INFRASTRUCTURE GRANTS & LOW-INTEREST LOANS

Client and Project	Types of Funding
City of Myrtle Beach, SC Broadway Wetlands & Streams Improvements	SRF Funding application & administration
City of Charleston Johns Island Restoration Plan	NFWF Emergency Coastal Resilience Fund grant administration
City of Georgetown Historic District Stormwater Improvements	EDA Grant
Eastern Band of Cherokee Lower Oconaluftee Watershed Plan	319 (h) Grant
NCDENR Town of Newland, NC Flood by-Pass Channel Design	State Funded
Town of Harrisburg, NC Grant Application	319 (h) Grant
Town of Hope Mills, NC	CWSRF Loans
City of Jacksonville, NC	CWSRF Loans
Town of Atlantic Beach, NC	CWMTF
City of Greenville, NC Town Creek Culvert	CWSRF Loan
Town of Hope Mills, NC Town Hall Flooding	CWSRF Loan
Town of Burgaw, NC Culvert Improvements	NCDEQ & Golden LEAF
Town of Wake Forest, NC Smith Creek Watershed Restoration Plan	319 (h) Grant
City of Rocky Mount, NC Tar River Watershed Restoration Plan	CWWMTF Grants
City of Greenville, NC Stormwater Improvements	Golden LEAF & DWR Funding

In addition to our in-house team of funding experts, we have included Raftelis Financial Consultants on our team to provide insight and feedback on debt ratios and other market dynamics if warranted during this process.

In the most recent FEMA BRIC cycle, WK Dickson developed full project applications for Rocky Mount and Oak Island for stormwater projects. These two projects are currently the highest ranked projects in the state of NC based upon the scoring of NCDEQ.



WK Dickson secured and administered a \$32M 0% interest loan from the Clean Water State Revolving Fund by integrating low-cost green infrastructure into the Town Creek Culvert Drainage System Improvements and Green Infrastructure project.

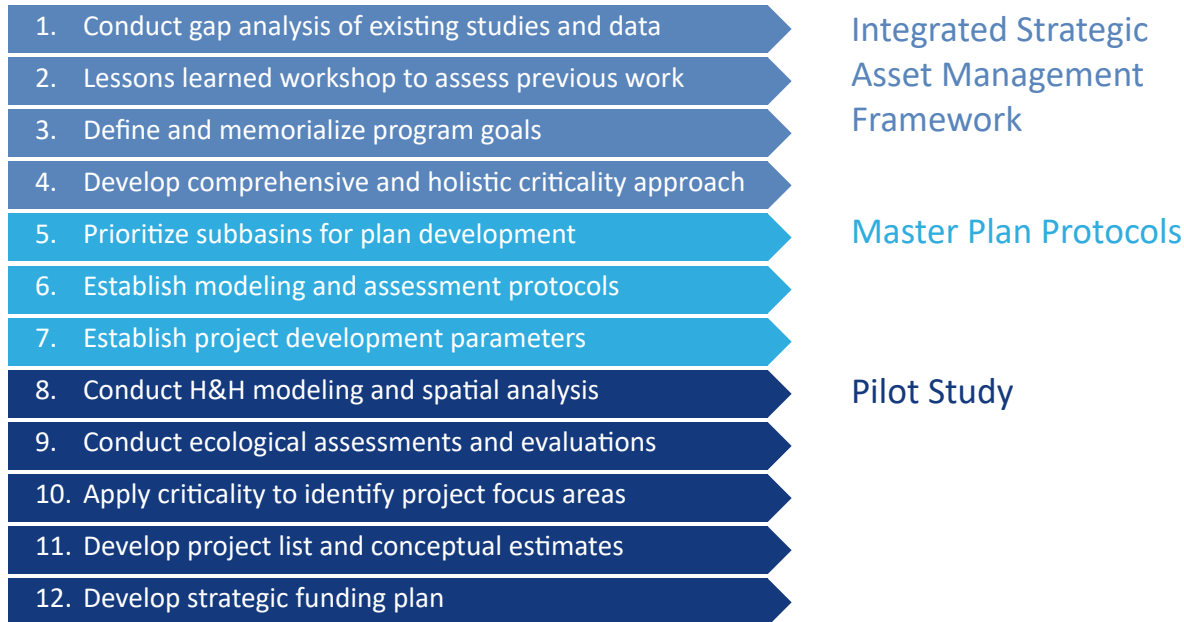


WK Dickson secured and administered \$30,500,000 in NCSR Bond Grants and Loans, Clean Water State Revolving Fund Loans, CWMTF Grants, and NCDEQ Grants.

Hendersonville's Unique Road Map

Our team understands the amount of time and effort the City of Hendersonville has invested in stormwater management and protection of the City's natural resources. In addition to the extensive work of the Multi-Area Stream Restoration (MASR) Project and the Public Works GI elements, the City has invested in proactive planning efforts such as the Wash Creek Master Plan (2018) and Britton Creek Master Plan (2011) in addition to the significant work of inventory and condition assessment through CCTV. We believe these efforts, in particular the inventory and condition assessment work, will provide a great beginning data set for robust master-planning efforts.

Leveraging the strong building blocks the City has developed and applying the four key elements for success to the City's project plan, WK Dickson offers the following suggested approach for the 1st Phase of Master Plan Development:



DEVELOP A STRATEGIC ASSET MANAGEMENT FRAMEWORK

While the RFQ does not mention the development of an Asset Management Strategy, we believe a Strategic Asset Management Plan can serve as the foundational building block for the comprehensive master plan and subsequent work. It serves to define and memorialize the operational and capital program goals and objectives into a singular coordinated framework.

1. Conduct gap analysis of existing studies and data

The Britton Creek Master Plan provided a comprehensive analysis of water quality and quantity improvements with consideration of natural and manmade systems. Capacity analysis was evaluated for multiple storms up to the 100-year event. The data used was planning level and the prioritization was study specific and not readily repeatable and transferable across watersheds. The stream assessments were valuable and represent a critical component of a sustainable stormwater system. However, with limited capacity analysis and no consideration of condition of the assets, the master plan is heavily driven by water quality needs. A balanced approach in a citywide master plan is necessary to ensure the stewardship of the stormwater system accounts for flood resiliency and citizen safety in addition to water quality and protection of the natural assets that make Hendersonville such a special place to live.

The Wash Creek Master Plan, by contrast attempted to utilize asset management approaches focused on only grey infrastructure to assess structures and provide a simplified criticality analysis to identify capital projects. Broad assumptions were made, such as assigning pipe condition based upon structure condition and assigning an age for pipe based upon the likely timeframe the popularity of a certain pipe type. A 10-year level of service (LOS) was used as the target for determining appropriate capacity. While this plan was effective in identifying capital projects to address specific areas of concern, the criticality analysis was limited in consideration of the consequences of failure and too broad with assumptions on pipe age and condition. For this reason, we do not believe this master plan effort provides the robust starting point the City needs to develop a city-wide framework that is repeatable, defensible, and balanced in focus on grey and green stormwater assets.

The City of Hendersonville is investing considerably in inventory and condition assessment which will prove valuable in the master planning effort. WK Dickson will evaluate the geodatabase structure and related records so that we are able to leverage all appropriate data but do not rely on data sets that are incomplete or that are subject to changes in format or condition.

2. Lessons learned workshop to assess previous work

3. Define and memorialize program goals

Following the gap analysis and a more thorough review of the existing studies and data, WK Dickson proposes a workshop to collect feedback on previous efforts and share results from our analysis of the data review. The purpose will be to understand the successes that have been realized by the City in the stormwater program and determine areas for improvement in programmatic development. Leveraging the analysis previously completed in the Britton Creek and Wash Creek watersheds will be critical while also developing a consistent repeatable process for prioritizing capital projects. We will also discuss and evaluate any gaps in the data sets, previous study approaches, or project implementation by City staff, the public, and WK Dickson. This will inform the specific goals and protocols that will be developed to facilitate the master planning efforts.

With the gap analysis results and lessons learned, it will be possible to define and memorialize goals for the stormwater master planning efforts and more importantly for the stormwater utility as a whole. Using the Stormwater Rate Study as a basis, we will seek to assist the City in defining SMART strategic goals -specific, measurable, achievable, relevant, and time bound. This will form the basis for the Strategic Asset Management Framework that can be used to drive the development and maintenance of the stormwater program.

4. Develop comprehensive and holistic criticality approach

An integrated stormwater master plan will require a methodology to score and prioritize hard infrastructure and nature-based solutions in a way that considers community impacts and benefits, social justice factors (more and more important to capture funding), protection of natural resources, etc. A truly integrated plan considers consequence and likelihood of infrastructure failure based upon a more comprehensive lens than just pipe condition, age, and pipe size. Typically factors such as public health and safety, property ownership, permitting requirements, water quality benefits, structure risk, utility conflicts, and constructability will factor into the overall CIP prioritization ranking.

WK Dickson boasts six professionals who specialize in watershed analyses and have developed multiple methodologies with varying data sets and priority schemas. This team can bring a wealth of alternatives for consideration in prioritization. In Durham County, our team developed a prioritization matrix to focus on the four priorities of the County's stormwater program which include compliance, efficiency, resiliency, and environmental justice.

By developing an approach for prioritization of assets and projects early in the planning process, our modelers will be able to craft solutions that are targeted towards the City's priorities. We will seek to create this tailored **priority rating system** to be objective, repeatable, and defensible.

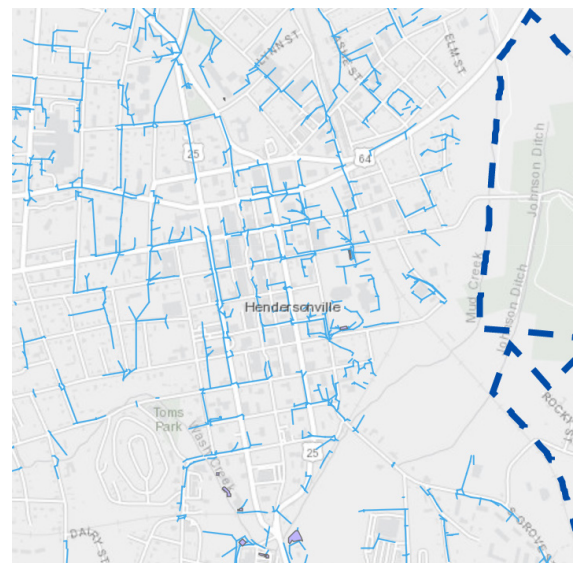
DEVELOP MASTER PLAN PROTOCOLS

5. Prioritize subbasins for plan development

The City has a subwatershed priority map that reflects the Master Plan efforts that have been completed and remaining priorities. Based upon review and adjustment of the comprehensive prioritization we develop as part of this effort be applied for citywide planning, we anticipate the downtown and surrounding corridors will remain the highest priority. Our experience with downtown drainage projects will ensure a plan that will lead to successful outcomes AND funding.

6. Establish modeling and assessment protocols

WK Dickson will lead the City through evaluation and selection of the watershed modeling methodology based on factors such as: cost, input requirements, available data, Storm Water needs, etc.



Just as it is important to have a consistent rating system for projects that applies across study areas, it is crucial to develop planning protocols that will carry and translate across study areas. The hydrologic modeling approach should consider both existing and future land use conditions as well as the potential for more frequent, higher intensity storm events in the future. The evaluation of future hydrologic conditions provides a modeling framework for evaluating the impacts of potential future development as well as the design and assessment of proposed stormwater projects geared toward risk mitigation, asset management and resiliency. Various hydrologic modeling methods can be used to represent the rainfall-runoff process. Our team is well versed in hydrologic theory and modeling methods and can assist the City with selecting a hydrologic modeling method which best captures and replicates conditions inherent to the City and incorporates desired levels of conservatism.

As with hydrologic modeling methods, hydraulic modeling methods also vary. One of the most notable variations found in hydraulic models is in the level of detail associated with the inclusion and representation of the stormwater infrastructure and overland flow patterns to be analyzed. We believe that determining the level of modeling detail necessary for developing relevant and useful data is the most important objective of the modeling task. This model planning effort sets the stage for what information will be able to be obtained from the models, how useful the models will be in the future, and how much development and maintenance of the models will cost. Our stormwater modeling experience ranges from the development of models intended to focus only on the performance of major stormwater trunklines and open channels to the development of models intended to capture the details of stormwater inlet capacities, two-dimensional overland flows and predicted scour risks. Our Team's approach to the hydrologic and hydraulic modeling task will involve meeting with staff at the beginning of the project to discuss the pros and cons of various modeling methods and software. Our approach will focus on helping the City pay only for stormwater modeling that provides the answers needed to meet the goals of the Strategic Asset Management Framework and Master Plan.

7. Establish project development parameters

Developing integrated stormwater solutions – Stormwater management can not be confined to larger pipes and riprap channels – particularly in communities like Hendersonville with high value water resources. Innovative solutions for stormwater management must be considered that integrate quantity management and reduction as well as quality treatment all while fitting into the context of the community. The City has had great success with stream restoration projects and green infrastructure projects like Mud Creek Park. WK Dickson will review a complete suite of alternatives with the City to determine most desirable project types and situational approaches to project development.

The ability to select the appropriate alternatives is often driven by cost, local politics, or both. While nature-based solutions like stormwater wetlands and other green infrastructure appeal to us, Hendersonville faces a challenge with steep slopes that limit application of real estate heavy BMPs. Innovations like RSCs and application of traditional mining solutions that are used to address water quality on steep slopes will be vetted with the City to ensure that the projects developed will garner support from the public in addition to the City operations and engineering staff.

PILOT MASTER PLAN

8. Conduct H&H modeling and spatial analysis

9. Conduct ecological assessments and evaluations

10. Apply criticality to identify project focus areas

These steps are the core tasks and represent the guts of the master planning effort. The development of the framework and protocol documents that are developed in prior steps will ensure a flow of progress and efficiency. WK Dickson recommends that the modeling and master planning phase begin with a singular basin as a pilot watershed study. By selecting a basin and utilizing a pilot watershed approach, the protocols and prioritization can be vetted and tested in detail for the City before proceeding to other basins. This will allow for tweaks in the modeling approaches, project selection, and prioritization approaches before a significant amount of effort is expended across multiple basins.

We believe in developing modeling results and capacity scores that are easy to input into an asset scoring system and to use in project identification and prioritization. Automated Data Output, Repeat Prioritization Tools and Visualization aids can produce powerful results that ensure efficient and effective outcomes that are repeatable and defensible. We utilize an iterative process of evaluating system criticality that can begin at a macro scale of watershed analysis and prioritization and be refined as more detailed information becomes available. Detailed modeling results and condition assessment can feed the decision support model to better identify systems that may be at greater risk of failure which can then update the criticality and probably cost estimates.

11. Develop project list and conceptual estimates

Conceptual designs developed to mitigate identified problem areas will be broken into discrete project units which typically consider the following: potential for utility conflicts that may be cost prohibitive; traffic control; cost vs. benefit; constructability; easement requirements; permitting; and downstream impacts. Based on several recent capital stormwater design projects, WK Dickson has current and relevant information to help generate detailed cost estimates and schedules for proposed improvements. Recent contractor bid tabs for similar projects will be used to help refine the cost estimates. In addition to the conceptual designs and cost analysis, our team is well suited to evaluate the integration of these concepts into other county projects and the impacts to streams and natural systems.

Permitting requirements can often delay or significantly change a drainage project, costing time and resources, potentially reducing the benefit of a potential project. Furthermore, permit requirements can impact the types of alternatives recommended in the watershed plan. WK Dickson will identify the required permits during the planning phase and provide alternatives that can be permitted in today's regulatory environment. At a minimum, likely permits for capital projects include a 401 water quality certification, 404 permit, erosion control permit, and potentially a FEMA no rise or conditional letter of map revision (CLOMR), in addition to County review requirements.

12. Develop strategic funding plan

Funding for infrastructure projects is often a critical factor in a project's viability. Understanding the needs facing our governmental clients, we focus on identifying a wide variety of funding opportunities and successfully leverage local resources to secure grants, low interest loans, and specialized niche funding. We can create a Strategic Funding Plan for the master plan and concept projects that sets a clear path for the project's design elements, funding initiatives, and schedule.

To develop a Funding Plan, we first assess the required and desired project outcomes and potential additional benefits of a project. **With this knowledge, we identify sources of available funding and plan the project in a manner that allows us to maximize the outcomes, additional benefits and amount of funds that can be secured.** Our team can determine budget limits and constraints, evaluate grant funding cycles, available funding amounts, local match requirements and other critical elements in conjunction with the City's needs. During this process our team can monitor the fluid situation surrounding funding programs so that we capitalize on any new funding streams that may emerge in the coming months and could benefit the City.

Once a project list has been prioritized for the watershed, WK Dickson will work closely with the City to determine the most appropriate source of funding for each project. Our team has significant experience in assisting communities with strategic funding plans leveraging a variety of funding mechanisms as we outline in several projects and in our approach. Additionally, we are partnered with Raftelis Financial Consultants (RFC), the industry expert in utility development and solutions for maximizing revenue and collections.

In our review of the most recent rate study conducted for Hendersonville, we noted that expenditures far outpace revenue by the end of the planning period. The debt issuance is often a necessary financing mechanism for stormwater programs but bond ratings depend upon acceptable debt service coverage ratios and we have real concern about the model projections in this area. If the plan is accurate in reflecting the pace of capital improvements, our teams recommends that we evaluate more incremental rate increases. grants, funding strategies, and re-evaluation of rates will be even more critical.

BOOKER CREEK WATERSHED PLAN & IMPLEMENTATION PROJECTS | Chapel Hill, NC

The Town of Chapel Hill selected WK Dickson to implement a master planning process across four subwatersheds in the Booker Creek watershed (6-square-miles). We utilized methodology of the Town's Storm Water Management Master Plan and applied it to the Town's highest priority watershed. Our team provided a full inventory of the watershed's natural and manmade assets, including stream and riparian assessments, outfall stability analyses, and infrastructure condition assessments. Field assessments were completed using mobile applications that result in the immediate population of the GIS database from the field.

WK Dickson produced hydrologic and hydraulics models and a water quality model for the entire Booker Creek watershed. In addition to the detailed hydrologic and hydraulic analysis, the team performed a suite of desktop analyses including right-of-way screening for Green Infrastructure retrofits, SCM retrofit analysis, and criticality analysis for maintenance prioritization. When possible, project clusters were developed to address multiple objectives, including quantity control, quality treatment, stream stabilization, asset management, and recreational opportunities. Proposed Storm Water control measures (SCMs) were modeled using a Watershed Treatment Model and the Jordan Lake tool to evaluate the potential reduction in nutrients from the proposed improvements. All projects were ranked and prioritized to drive the Capital Improvement Plan for the Town.

Public outreach was a critical component of the watershed studies. Chapel Hill has a very involved citizenry including multiple non-profit organizations with a goal of creating a sustainable lifestyle within the Town. WK Dickson's outreach philosophy included a multi-pronged approach utilizing digital resources to the extent possible including a project website and online survey questionnaires. Residents and business owners were also given an opportunity for face-to-face meetings through a variety of small group and larger group meetings.

WK Dickson worked with the Town to implement the highest priority project, the Booker Creek Basin Park. The project delivers stream stabilization, floodplain management, and recreational components to an enhanced green space that reduces flooding in the Eastgate shopping area and provides a sustainable amenity in an urban environment. The flood storage facility incorporates pedestrian amenities, including walking trail.

Client/Reference

Town of Chapel Hill
Sue Burke, PE, CFM
Senior Engineer, Stormwater
Management Division
919.969.7266
sburke@townofchapelhill.org

Dates

Lower Booker Creek Study:
Aug. 2015- Sept. 2017
Eastwood Lake: in draft review,
Feb 2017- estimated Sept. 2022
Cedar Fork Study: in draft review,
June 2018- estimated Oct. 2022
Basin Park: Sept. 2017- construction
completed Feb. 2021

Project Budget

Lower Booker Creek Study:
Eastwood Lake Study: \$359,450
Cedar Fork Study: \$420,770
Basin Park: \$452,503 (fee)

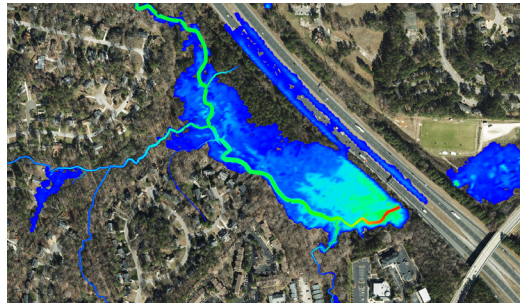
Team Members

Tom Murray- Project Manager
Ebony Hagans- Engineer/modeler
Jennifer Heard- Engineer/modeler
Alex McMillan- Engineer
Earl Bingham- GIS Services
Valerie Wilkinson- Designer



WALNUT CREEK PILOT BASIN STUDY AND WATERSHED STUDY | Cary, NC

The Town of Cary implemented a pilot watershed basin master plan study that, in concert with their newly developed asset management program, is allowing proactive development of a stormwater management framework for the Walnut Creek basin as part of the Adaptive Stormwater Initiative conducted in 2018. The Walnut Creek Basin is a highly urbanized area that is a focus area for the Town. WK Dickson integrated the H&H model results into the broader context of the condition assessment program and, in conjunction with structural risk assessment mapping, has provided the Town the analysis to prioritize capital improvement projects. WK Dickson has implemented this synergistic combination of a basin master plan and a newly developed asset management program, allowing the Town to have a quantifiable justification for project ranking, program funding, maintenance, and capital improvement plans. This proactive development and overall improvements to the stormwater management planning framework have resonated well with the Town Council as a means to prioritize and promote the condition and needs of the watershed.



Client

Town of Cary
Billy Lee, PE
Stormwater Engineering
Manager
919.462.3932
billy.lee@townofcary.org

Dates

Pilot Study: July 2017- Dec. 2019
Watershed Study: Aug. 2019 - ongoing

Project Budget

Pilot Study: \$197,932
Watershed Study Fee: \$258,933

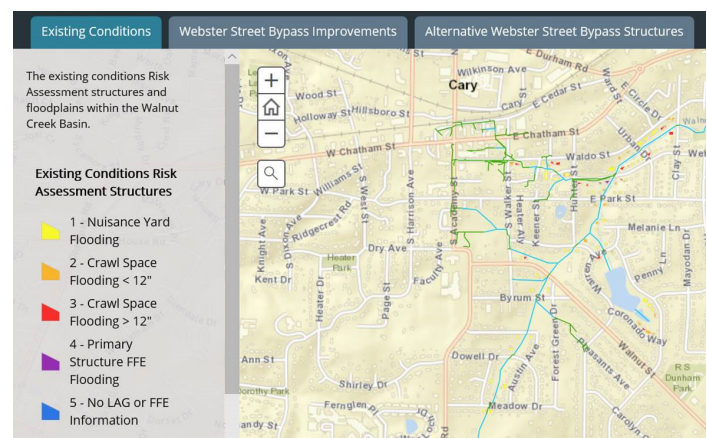
Team

Marc Horstman - Project Manager
Jennifer Heard - Modeler
Daniel Whittington - Modeler
Ebony Hagans - Modeler
Brenden Byrne- Project Engineer
Earl Bingham - GIS Analyst

As a continuation of our flood study and remapping of the Walnut Creek Basin, WK Dickson upgraded the model from a 1-D HEC-RAS model to a 2-D PCSWMM model so that the Town can further understand the flooding risks associated with structures located within the floodplain fringes. The 2-D modeling approach allows the Town to evaluate further the expected flooding depths, flow vectors, and velocities associated with the existing conditions and potential flood reduction alternatives. A significant cost-savings benefit to the modeling approach is the Town can evaluate how changes to culvert and pipe systems sizing in the upper part of the watershed will have an impact on downstream flooding depths and floodplain widths.

Utilizing this powerful model, WK Dickson recommended that open space preservation be initiated to provide a significant flood mitigation opportunity. This suggested approach is the Town's most effective tool in managing flood impacts within the Walnut Creek watershed. The Town wants to maintain this model, continuously updating it as developments are added. The map will be used as a greenway system and impervious base map for future revisions to their UDO regulation language.

As part of this study effort, extensive public engagement was used to garner support and solicit input. WK Dickson developed Story Maps and online content as a vehicle to that end.



STORMWATER MANAGEMENT PLAN | Albemarle, NC

As a result of ongoing flooding issues, the City hired WK Dickson to lead and facilitate the development of a comprehensive stormwater management program. Historically the City of Albemarle provided reactive stormwater services in response to storm events with no staff assigned exclusively to stormwater management. The comprehensive stormwater management study included a review of current stormwater management policies and procedures and recommendations for a new stormwater program. Specific services included:

- ▶ **Community Evaluation and Needs Assessment:** Through a series of staff meetings with City management, the public works and public utilities department, the team evaluated the existing stormwater services provided by the City and recommended areas for expanded service related specifically to level of service and extent of service.
- ▶ **Financial Analysis:** To determine the customer impacts from the new stormwater program, the team determined an annual revenue requirement based on staffing, proactive operation and maintenance, equipment needs, customer response, permit compliance, watershed planning, capital projects, and reserve allocations.
- ▶ **Public Outreach:** A multi-layered outreach approach was completed to reach as many customers as possible to best educate the community and to receive feedback related to stormwater management concerns.
- ▶ **Watershed Evaluation:** WK Dickson led a team of consultants for development of watershed plans to identify and locate infrastructure assets, hydrologically and hydraulically model the infrastructure, and develop prioritized capital projects.
- ▶ **Program Management:** WK Dickson led a team of five consultants to provide comprehensive stormwater services support from development of the program through utility implementation. Additional services managed by WK Dickson to those listed above include funding support, infrastructure asset inventory, ordinance and policy development, and strategic planning.

CITYWIDE WATERSHED MASTER PLAN | Myrtle Beach, SC

The City of Myrtle Beach selected WK Dickson to complete a citywide watershed master plan for the 23-square mile coastal community. Sustainable stormwater management is critical to maintaining the capacity and health of the City's natural resources, while also ensuring the public safety of residents, tourists, and business owners. Identifying integrative stormwater solutions that provide flood mitigation while addressing the quality of stormwater runoff is a critical component of the master plan. The Withers Basin (3.19 sq. miles) was completed as a pilot study before expanding to a citywide effort.

Individual watershed plans focus on identifying capital projects to reduce the severity, frequency, and duration of flooding and improve water quality specific to bacterial removal.

The desire for integration results in much of the focus on identifying and developing natural systems solutions. Proposed projects include enhancing and creating stormwater wetlands, floodplain reconnection, green infrastructure, and stream enhancement. The final reports for each watershed include the 9-step EPA 319 plan process to allow for potential funding for implementation.

Client

City of Albemarle
Ross Holshouser
Director of Public Works
704.984.9605
rholshouser@albemarlenc.gov

Dates

March 2021- ongoing

Project Budget

Fee: \$1,054,144.50

Team Members

Tom Murray - Project Manager
Ebony Hagans - Engineer/modeler
Liz DiNatale - Senior Project Engineer
Lisa Wells - QC Reviewer
Katie Cromwell - Utility Study
Rachel Weinburg - Financial Planning

Client

City of Myrtle Beach
Janet Curry
Public Works Director
843.918.2021
JCurry@cityofmyrtlebeach.com

Dates

Pilot Study: Aug. 2018- Feb. 2020
Citywide: May 2021- ongoing

Project Budget

Pilot Study Fee: \$378,343
Citywide Fee: \$921,657

Team Members

Tom Murray - Project Manager
Jennifer Heard- Sr. Engineer/modeler
Ebony Hagans - Engineer/modeler
Liz DiNatale - Senior Project Engineer
Savannah Sill- GIS Services
Earl Bingham- Engineer/GIS Services
Michael Ellison- Environmental
Lisa Wells - QC Reviewer

REFERENCES

Project References

Lisa Kirby, PE, CFM

Director of Engineering
City of Greenville
1500 Beatty Street
Greenville, NC 27834
252.329.4683
lkirby@greenvillenc.gov

WK Dickson has completed multiple projects for the City of Greenville since 2010, including watershed master plans and capital improvement projects.

Janet Curry

Public Works Director
City of Myrtle Beach
PO Box 2468
Myrtle Beach, SC 29578-2468
843.918.2021
JCurry@cityofmyrtlebeach.com

WK Dickson is completing a Citywide Master Plan for the City. We're also working on the Broadway Wetlands & Stream Improvements project for the City.

Elisabeth Brown

Stormwater Administrator
Town of Hope Mills
5770 Rockfish Road
Hope Mills, NC 28348
910-429-3516
EABrown@townofhopemills.com

WK Dickson completed a Master Plan for the Town and the highest ranked project identified in the plan, Town Hall Drainage Improvements. The Town was awarded a 0% interest loan from the Clean Water SRF in excess of \$1,000,000 for project construction.

Grant Funding References

Lisa Kirby, PE, CFM

Director of Engineering
City of Greenville
1500 Beatty Street
Greenville, NC 27834
252.329.4683
lkirby@greenvillenc.gov

Secured and administered a \$32M 0% interest loan from the Clean Water State Revolving Fund by integrating low-cost green infrastructure into the Town Creek Culvert Drainage System Improvements and Green Infrastructure project.

James Gantt

Town Manager
Town of Burgaw
109 North Walker Street
Burgaw, NC 28425
910-663-3440
town.manager@townofburgaw.com

Secured and administered \$347,000 NCDEQ Water Resources Development Project Grant and \$824,000 Golden LEAF funding for the Pender Memorial & Osgood Canal Stormwater Improvements.

Terry Shelton

Public Utilities Director
City of Eden
PO Box 70
Eden, NC 27289
336.623.2110
tshelton@edennc.us

Secured and administered \$30,500,000 in NCSR Bond Grants and Loans, CWSRF Loans, CWMTF Grants, NCDEQ Grants

Compliance with Federal and State law Requirements for Federally Funded Projects

Lisa Kirby, PE, CFM

Director of Engineering
City of Greenville
1500 Beatty Street
Greenville, NC 27834
252.329.4683
lkirby@greenvillenc.gov

Capital improvement projects for the City of Greenville have included the \$32M Town Creek Culvert Drainage System Improvements.

Byron Reeves, PE

Project Manager
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301
910.433.1301
Byron.Reeves@Fayettevillenc.gov

Federally funded capital improvement projects for the City have included Devonwood Lower Dam Hurricane Repair and Sunbury Drive Drainage Improvements.

David Melton

Director of Water Resources
City of Asheville
PO Box 7148
Asheville, NC 28802
828.259.5957
dmelton@ashevillenc.gov

Projects for the City of Asheville have included waterline and sewer projects in addition to ARPA funding support.

FEE SCHEDULE

WK Dickson 2022 Rate Schedule

LABOR	HOURLY RATE
Principal.....	\$250.00/hr.
Senior Consultant.....	\$230.00/hr.
Senior Project Manager.....	\$220.00/hr.
Senior Engineering Manager.....	\$220.00/hr.
Project Manager.....	\$192.00/hr.
Engineering Manager.....	\$192.00/hr.
Senior Project Engineer.....	\$170.00/hr.
Project Engineer.....	\$160.00/hr.
Senior Scientist.....	\$150.00/hr.
Scientist.....	\$137.00/hr.
Senior Planner.....	\$182.00/hr.
Planner.....	\$139.00/hr.
Senior Engineering Designer.....	\$145.00/hr.
Engineering Designer.....	\$132.00/hr.
Senior GIS Analyst.....	\$155.00/hr.
GIS Analyst.....	\$118.00/hr.
GIS Technician.....	\$112.00/hr.
Senior Construction Observer.....	\$133.00/hr.
Construction Observer.....	\$112.00/hr.
Project Administrator.....	\$82.00/hr.

EXPENSES

Reproductions.....	Cost
Mileage.....	IRS Rate
Telephone, Postage.....	Cost
Travel (Meals/Lodging).....	Cost
Subconsultants.....	Cost + 10%

Note: The above rates are effective January 1, 2022.
WK Dickson reserves the right to revise to reflect inflationary increases.

Rafetlis

LABOR	HOURLY RATE
Jennifer Travantzis, Sr. Manager.....	\$285.00/hr.
Katie Cromwell, Manager.....	\$250.00/hr.
Rachel Weinburg, Consultant.....	\$190.00/hr.

PEQ

LABOR	HOURLY RATE
Principal/Project Manager.....	\$170.00/hr.
Senior Public Involvement Coordinator.....	\$130.00/hr.
Public Involvement Specialist.....	\$85.00/hr.

Telics

As requested, below are Telics' hourly rates for the key employees associated with this pursuit. However, please note that Telics' fees are unit based, not hourly.

LABOR	HOURLY RATE
Senior Manager.....	\$125.00/hr.
Acquisition Agent / Relocation Agent / Appraiser.....	\$95.00/hr.
Administrative Support.....	\$50.00/hr.

TELICS LUMP SUM RATES

Negotiation.....	\$4,000 per parcel
Relocation.....	\$5,500 per relocatee
Title Opinion and Closing.....	\$1,500 per parcel
Appraisals.....	Pricing varies based on assignment and Appraisal type.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Michael Huffman	MEETING DATE: 9/01/22
AGENDA SECTION:	Consent	DEPARTMENT: Stormwater
TITLE OF ITEM, Presenter Name, Title:	Amendment to Resolution R-22-84 Supporting the Application to NCDWR Water Resource Development Grant – <i>Michael Huffman, Stormwater Division Manager</i>	

SUGGESTED MOTION(S): I move City Council approve the amendments to resolution R-22-84 supporting a grant application to the NC Division of Water Resources Water Resource Development Grant Program in the amount of \$65,000.

SUMMARY:

Water Resource Development Grant Administration has requested an amendment to R-22-84 that was submitted in August. The amendment is to remove language about Fire Station 1 Green Infrastructure Project.

BUDGET IMPACT: \$65,000

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

If no, describe how it will be funded.

EnterTextHere

PROJECT NUMBER: 21029	PETITION NUMBER: N/A
---------------------------------	-----------------------------

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

FINAL-WRDG-Resolution-Template_Sullivan Park Stream Restoration Amended 81822 MSH

Email from Amin Davis with Water Resource Development Grant Program

Resolution #__-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL
IN SUPPORT OF APPLICATION FOR
NCDWR WATER RESOURCE DEVELOPMENT GRANT**

WHEREAS, the North Carolina Department of Water Resources has established a grant that provides funding to municipalities for water resource development projects; and

WHEREAS, the City of Hendersonville, NC City Council desires to sponsor, The Sullivan Park Stream Restoration, to restore a heavily degraded stream using natural channel design practices and bioengineering methods that will allow this flashy urban stream to access the adjacent floodplain, reduce erosion rates in the channel, establish a healthy forested buffer zone, and improve water quality and aquatic habitat.; and

WHEREAS, the North Carolina Department of Water Resources has announced a competitive Grant to award funding for Watershed Improvement Projects; and

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

- 1) The Council requests the State of North Carolina to provide financial assistance to The City of Hendersonville, NC for Sullivan Park Stream Restoration in the amount of \$ 65,000 or 50 percent of the nonfederal project costs, whichever is the lesser amount;
- 2) The Council assumes full obligation for payment of the balance of project costs;
- 3) The Council will obtain all necessary State and Federal permits;
- 4) The Council will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) The Council will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) The Council will obtain suitable spoil disposal areas as needed and all other easements or rights-of-way that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) The Council will assure that the project is open for use by the public on an equal basis with no restrictions;
- 8) The Council will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;

- 9) The Council accepts responsibility for the operation and maintenance of the completed project.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 7th day of July 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Huffman, Mike

From: Davis, Amin <amin.davis@ncdenr.gov>
Sent: Thursday, August 18, 2022 3:33 PM
To: Huffman, Mike
Subject: RE: [External] Hendersonville, NC Sullivan Park Stream Restoration WRDG Application Package
Attachments: FINAL WRDG Spring 2022 Application Sullivan Park Restoration 062221.xlsx

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.

MIKE – Good afternoon. As a follow up to our previous email correspondence below, I’m in the process of preparing for our upcoming review of Spring 2022 applications received and have some notes for the City’s /project team’s attention:

Checklist sheet, Cell A6: check now that the Resolution has been submitted.

Project Narrative, Cells C2, C3: add a sentence about the proposed dam removal.

Treatments

- Cell F4 add a note about type of dam (earthen, concrete, etc) and approximate height.
- Cell Rows 6 & 7: add another entry for second RSC in Row 7, adjust data accordingly in Row 6 since two RSC’s are shown on the conceptual map.

Budget

- Funding Sources Summary, Cells V6, V7: clarify why these funding sources were added when Total Project Costs listed in Cell P43 are \$130,000 but Total Funding in Cell X14 is \$440,000.
- If this project is part of a larger stream restoration project and those funds are included then please revise application and Resolution to reflect this. If the City decides to revise the Resolution in a handwritten manner instead of completing a new Resolution then please have that staff member provide email documentation of their handwritten revision and include that correspondence.
- If those funds are not a part of this project but another phase of this project then clarify in Cell C3 of Project Narrative sheet per the instructions in Cell C1 and provide another map showing the different phases of this project.

Please make revisions to this attached version of the application spreadsheet and map (if necessary per Budget item directly above) by noon Monday if possible. If necessary per Budget item above please email revised Resolution by 8/31/22, or within three business days after the next City Council meeting (no later than 9/15/22).

Please reply directly to this email.

Feel free to call me with any questions or concerns.

Sincerely,

Amin
 919-707-9132

From: Huffman, Mike <mhuffman@hvlnc.gov>
Sent: Friday, July 8, 2022 12:58 PM
To: Davis, Amin <amin.davis@ncdenr.gov>
Subject: RE: [External] Hendersonville, NC Sullivan Park Stream Restoration WRDG Application Package

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [Report Spam](#).

Good afternoon Amin,

Attached is the resolution for the Sullivan Park Stream Restoration Application.

Have a great weekend!

Mike Huffman, CSM
 Stormwater Administrator
 City of Hendersonville, NC
 (c) 828.458.5693

From: Davis, Amin <amin.davis@ncdenr.gov>
Sent: Friday, July 1, 2022 11:04 AM
To: Huffman, Mike <mhuffman@hvlnc.gov>
Subject: RE: [External] Hendersonville, NC Sullivan Park Stream Restoration WRDG Application Package

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.

MIKE – Friday greetings; the City’s application submittal has been received. I’ll add the Resolution to the submittal when received; it will need to be received no later than 7/31/22 in order for the application to be considered for Spring 2022 funding.

I plan on reviewing all Spring 2022 applications received for completeness within the next several weeks and notifying the City/all other applicants if I have any requests for additional information, clarifications or revisions.

If you don’t hear back from me then our next steps will be to conduct our formal review all complete applications this September and notify all applicants of our award decisions in October.

Feel free to reach out to me prior to then if there are any questions or concerns I can address.

Sincerely,

Amin

Amin Davis, PWS, PWD
 State & Local Projects Manager
 Water Resources Development Grant
 Division of Water Resources
 NC Department of Environmental Quality

919 707 9132 office
amin.davis@ncdenr.gov

1617 Mail Service Center
Raleigh, NC 27699-1617

[DWR Water Resources Development Grant Program](#)
[WRDG Featured Projects](#)

Email correspondence to and from this address is subject to North Carolina Public Records Law and may be disclosed to third parties unless the content is exempt by statute or other regulation.

From: Huffman, Mike <mhuffman@hvlnc.gov>
Sent: Thursday, June 30, 2022 10:53 AM
To: Davis, Amin <amin.davis@ncdenr.gov>
Subject: [External] Hendersonville, NC Sullivan Park Stream Restoration WRDG Application Package

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [Report Spam](#).

Good morning Amin!

Hope this finds you well. I'm pleased to submit the Sullivan Park Stream Restoration grant application for consideration. Please note that the Official Resolution will be adopted by our City Council at the July 7th regular meeting and I will forward it as soon as I have it. This email includes the following documentation:

- Application Spreadsheet
- Project Plan and Location Maps
- No Conflict-of-Interest Documentation
- Sullivan Park Stream Restoration Feasibility Study with scaled conceptual designs

Please let me know if you need any additional information.

Best,

Michael Huffman, CSM
Stormwater Administrator
City of Hendersonville, NC
Office: 828-697-3013
Cell: 828-458-5693
Email: mhuffman@hvlnc.gov
<https://www.hendersonvillenc.gov/stormwater>



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brian Pahle, Assistant City Manager

MEETING DATE: 09/01/2022

AGENDA SECTION: Consent

DEPARTMENT: Administration

TITLE OF ITEM: Multiple Space Meter Provider Selection – *Brian Pahle, Assistant City Manager*

SUGGESTED MOTION(S):

I move that City Council approve the Resolution by the City of Hendersonville City Council to authorize the City Manager to negotiate and execute a contract for the Multi-Space Parking Meters (MSM) and Mobile License Plate Recognition (MLPR) request for proposals.

SUMMARY:

An agenda item to authorize the City Manager to negotiate with the most qualified and responsive responder to the MSM and MLPR RFP for the City. Carolina Time/Flowbird/Genetec was deemed to have the best proposal by the City's selection committee.

BUDGET IMPACT: \$337,009.25 (year 1); \$553,248.20 (6-year cost)

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

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

ATTACHMENTS:

Cost Summary

Review Summary

Submission Summary

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENT WITH
CAROLINA TIME/FLOWBIRD/GENETEC FOR THE MULTI-SPACE METER AND
MOBILE LICENSE PLATE RECOGNITION INSTALLATION PROJECT**

WHEREAS, the City Council approved THE MULTI-SPACE METER AND MOBILE LICENSE PLATE RECOGNITION INSTALLATION PROJECT as part of the FY2023 budget, the “Project”; and;

WHEREAS, the City Manager’s Office has solicited proposals in an effort to hire a reputable and responsible vendor(s) to perform the Project; and

WHEREAS, Carolina Time/Flowbird/Genetec has submitted the most qualified proposal that best meets the needs of the City, and references indicate that they are a responsible vendors, able to complete the Project within the bid or price stated, and within the time frames requested; and

WHEREAS, the City Manager’s Office is recommending that the Project be awarded to Carolina Time/Flowbird/Genetec and the Agreement be approved; and

WHEREAS, the City Manager’s Office has requested that the City Manager be authorized to negotiate and enter into a contract with Carolina Time/Flowbird/Genetec for a not to exceed amount;

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

1. The Project is awarded to Carolina Time/Flowbird/Genetec in the amount of \$553,248.20 for a 6-year cost. Additionally, Carolina Time/Flowbird/Genetec agrees to a guaranteed maximum price for additional multi-space meters of \$8,960 per meter for 1 year following the contract execution.
2. The City Manager is authorized to negotiate and enter into an agreement with Carolina Time/Flowbird/Genetec on behalf of the City in such form and with such provisions as he may deem appropriate, after consultation with the City Attorney, provided that the price may not be changed without approval from the City Council.
3. The City Manager, City Attorney, and City Staff are authorized to take such other actions as may be necessary to carry out the terms and provisions of the agreement as entered and signed by the City Manager.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of September, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

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

Appendix A Proposal Price Tabulation Form City of Hendersonville, NC - Price Comparison		
OFFEROR:	Carolina Time/Flowbird/Genetec	T2/Genetec
MSM BASE PRICE	\$285,669.83	\$360,497.79
Other Costs	\$4,600.00	\$0.00
1 YEAR COST BASE	\$290,269.83	\$360,497.79
MLPR BASE PRICE	\$42,789.42	\$36,107.55
Other Costs	\$3,950.00	\$0.00
1 YEAR COST BASE	\$46,739.42	\$36,107.55
TOTAL SYSTEM 1 YEAR COST BASE	\$337,009.25	\$396,605.34
RECURRING FEES, PREVENTIVE MAINTENANCE, AND SERVICE CONTRACTS		
MSM Recurring FEES (Years 2-6)	\$89,100.00	\$121,500.00
MSM 6 YEAR MANDATORY COST	\$379,369.83	\$481,997.79
MSM PM & SERVICE (Years 2-6)	\$43,335.00	\$45,900.00
MSM PARTS WARRANTY (Years 2-6)	\$28,500.00	\$67,500.00
MSM 6 YEAR OPTIONAL COST	\$451,204.83	\$595,397.79
MLPR Recurring FEES (Years 2-6)	\$22,020.00	\$22,620.51
MLPR 6 YEAR MANDATORY COST	\$68,759.42	\$58,728.06
MLPR PM & SERVICE (Years 2-6)	\$19,750.00	\$20,625.80
MLPR PARTS WARRANTY (Years 2-6)	\$13,533.95	\$13,993.93
MLPR 6 YEAR OPTIONAL COST	\$102,043.37	\$93,347.79
TOTAL SYSTEM MANDATORY 6 YEAR COST	\$448,129.25	\$540,725.85
TOTAL SYSTEM OPTIONAL 6 YEAR COST	\$553,248.20	\$688,745.58
OPTIONAL SPARE PARTS		
MSM OPTIONAL SPARE PARTS	\$6,584.00	\$7,440.00
MLPR OPTIONAL SPARE PARTS	\$0.00	\$418.95



MEMORANDUM

CITY OF HENDERSONVILLE, NC MSM RFP ANALYSIS

PROJECT # 19-001279.00

DATE: August 4, 2022
 TO: Brian Pahle
 COMPANY: City of Hendersonville, NC
 ADDRESS: 160 Sixth Avenue East, Second Floor
 CITY/STATE: Hendersonville, NC 28792
 COPY TO: Jamie Carpenter
 FROM: Posluszny, Geoffrey
 PROJECT NAME: Hendersonville Multi-space Meters
 PROJECT NUMBER: 19-001279.00

3545 WHITEHALL PARK DRIVE,
 SUITE 425
 CHARLOTTE NC 28273
 704.247.6230
 WALKERCONSULTANTS.COM

The City of Hendersonville, NC (“Hendersonville”) through a public process issued a Request for Proposals (RFP) for a comprehensive Multi-Space Meter (“MSM”), and Mobile License Plate Recognition (“MLPR”) system for on-street and off-street parking areas. The RFP was issued June 17, 2022, a mandatory site visit was held on July 7, 2022, and the Proposals were due on July 29, 2022. Following is a review of the proposals received.

MSM OVERVIEW

The RFP was advertised on the City of Hendersonville’s website, North Carolina’s Interactive Purchasing System, which includes the Historically Underutilized Businesses, and invitations were emailed to known vendors that supply these systems. Two nationally recognized manufacturers and two local value-added resellers (“VAR”) responded and attended the mandatory site visit. The manufacturers represented were Flowbird and T2 Systems, while the VARs were Carolina Time and Risetek. Carolina Time, on behalf of Flowbird, and T2 Systems provided responses to the RFP. Both responses included Genetec AutoVu as the solution for the Mobile License Plate Recognition (“MLPR”) solution.

CAROLINA TIME

Carolina Time & Parking Group (“Carolina Time” or “CT”) is a local Value-added Reseller and provided a proposal including Flowbird “Strada” multi-space meters and Genetec “AutoVu” mobile license plate recognition system. Carolina Time was founded in 1959 and is headquartered in Charlotte, North Carolina and many offices across the Carolinas and Virginia. CT is an authorized distributor of Flowbird parking solutions in the Carolinas.

Carolina Time’s RFP response was issued from their closest local office located in Greenville, SC less than one (1) hour from Hendersonville which will also support Hendersonville’s installation. The Greenville location is supported by three (3) technicians and one operations manager. They employ over 60 staff members in multiple offices including 32 service technicians. Their references include:

City of Savannah, GA, Sean Brandon, 912.651.6470, SBrandon@SavannahGA.gov

City of Greenville, SC, Bill Foster, 864.298.2780, BiFoster@GreenvilleSC.gov

City of Durham, NC, Thomas Leathers, 919.560.4157 x36207, Thomas.Leathers@DurhamNC.gov

City of Clemson, SC, Lindsey Newton, 864.653.2081, LNewton@CityofClemson.org

FLOWBIRD MULTI-SPACE METERS

Flowbird boasts as the largest parking meter manufacturer in the world. In 2018, two of the largest multi-space meter manufacturers, Parkeon and Cale, merged and is now called the “Flowbird Group”. The proposed Flowbird “Strada” Meter will be programmed and controlled by Flowbird’s WebOffice software. The Strada meter is manufactured using epoxy powder-coated heavy grade steel and will be equipped with a 9.7” touch-screen display, bill and coin acceptors, EMV compliant credit card reader, and receipt printer.

WebOffice is a complete suite of services based on a unique IT platform developed and managed by Flowbird as a fully hosted service. The application manages information and programming via a password protected, web-based interface. All event occurrences at the meter are recorded, time stamped, and regularly transmitted to the server which is then available for client review and analysis. WebOffice is available to those with a valid username and password, with each user being assigned certain roles within the software, i.e., reporting but not programming.

Flowbird’s references include:

City of Durham, NC, Thomas Leathers, 919.560.4157 x36207, Thomas.Leathers@DurhamNC.gov

City of Raleigh, NC, Tony Howard, 919.996.3996, Charles.Howard@RaleighNC.gov

Parking Authority of River City in Louisville, KY, Steve Bartley, 502.574.2797, Steven.Bartley@LouisvilleKY.gov

T2 SYSTEMS

T2 systems proposed directly to the City’s RFP and included their Luke Cosmo multi-space meter with IRIS software, and Genetec “AutoVu” mobile license plate recognition system. T2 will contract with Creative Parking Concepts to install the T2 Luke Cosmo meters and Comsonics to install the Genetec LPR system.

T2’s Luke Cosmo MSM is designed specifically as a cost-effective solution for on-street parking. The Cosmo features the shallowest cabinet available and is pedestrian and maintenance friendly. The Cosmo meter will come equipped with a tactile keyboard, coin acceptor, EMV compliant credit card reader, and receipt printer. The Cosmo meter does not come with an available bill acceptor. T2’s proposal referred installing Luke II paystations; however, this is not accurate.

T2 IRIS software is a secure cloud-based system accessible from any web browser; however, it is actually a “hosted solution”. The IRIS features include a customizable dashboard, flexible reporting, per performance metrics, maps of paystation locations, account management, user management, user defined alerts, and maintenance and collections centers.

T2 references include:

City of Glendale, CA, Tad Dombroski, 818.548.3960, TDombroski@GlendaleCA.gov

City of Houston, TX, Maria Irshad, 832.393.8643, Maria.Irshad@HoustonTX.gov

City of Miami Beach, FL, Saul Frances, 305.673.7000 x6483, SaulFrancis@MiamiBeachFL.gov

CREATIVE PARKING CONCEPTS

Creative Parking Concepts is an authorized reseller of T2 products in TN, GA, and the Carolinas and will be providing installation and maintenance services of the T2 Cosmo meters. They are headquartered in Nashville, TN, which is over five (5) hours from Hendersonville, NC. Their references include:

CARTA/Chattanooga Parking Authority, Brent Matthews, 423.421.3476, Matthews_Brent@GoCARTA.org

City of Charlotte, NC, Allison Naftel, 704.336.3922, ANaftel@ci.Charlotte.NC.US

Vanderbilt University, Tracy Owens, Tracy.A.Owens@Vanderbilt.Edu, Tiffany.M.Fentress@Vanderbilt.Edu, 615.322.8941

COMSONICS – MOBILE LICENSE PLATE RECOGNITION

Both companies are proposing Genetec AutoVu Cameras, Panasonic Toughpad, and Patroller Software installed by ComSonics.

The following information is provided via the Carolina Time proposal as T2 did not provide any information for this subcontractor.

ComSonics is an authorized LPR certified partner of Genetec, Inc. ComSonics contact it Mike Nesselrodt, 540.434.5965 x1228, MNesselrodt@Comsonics.com. Comsonics is an employee-owned corporation located in Harrisonburg, VA which is approximately six (6) hours away from Hendersonville, NC.

ComSonic references include:

City of Greenville, SC, Bill Foster, 864.298.2780, BiFoster@GreenvilleSC.gov

City of Greensboro, NC, Stephen Carter, 336.333.6879, Stephen.Carter@Greensboro-NC.gov

City of Houston, TX, Rami Arafat, 832.393.8658, Rami.Arafat@HoustonTX.gov

PRICING BREAKDOWN

Carolina Time's base price for the Multi-Space Meters of \$290,269.83 was lower than T2 Systems' price of \$360,497.79 by approximately \$70,000 and the Flowbird meter includes a bill acceptor while T2's meter does not. Carolina Time's price for the Mobile License Plate Recognition System of \$46,739.42 was higher than T2 Systems' price of \$36,107.55 by approximately \$10,000 even though they are both proposing Genetec MLPR installed by ComSonic. The total base price for Carolina Time is \$337,009.25 while T2's is \$396,605.35.

Recurring Fees are mandatory expenses to operate the systems you have purchased. For instance, the programming and reporting software is an on-line hosted service that must be paid for over time. These fees are known as Software as a Service ("SAAS") fees.

Multi-Space SaaS fees were \$89,100.00 for Carolina Time's Flowbird meters and WebOffice software compared to \$121,500 for T2's meters and Iris software. The MLPR fees were \$22,020.00 for Carolina Time's MLPR software compared to \$22,620.51 for T2's MLPR software. These fees are considered Operating Expenses vs. the Capital Expense of the hardware pricing. The total six-year cost for Carolina Time's proposal is \$448,129.25 and \$540,725.85 for T2 Systems proposal.

Preventive Maintenance and Service as well as parts warranty annual pricing was also requested from the vendors. These services are optional, but if contracted for, serve as a fixed operating expense for budgeting purposes. PM, Service, and warranty pricing for Carolina Time Meters totaled \$71,835.00 while T2's pricing totaled \$113,400.00 and these fees for MLPR totaled \$33,283.95 and \$34,619.73, respectively. If PM, Service, and Warranty are selected for the six-years, the total is \$553,248.20 for Carolina Time's system and \$688,745.58 for T2 Systems.

Spare parts pricing was also requested and is again, optional. Carolina Time suggested spare parts totaling \$6,584.00 and T2 suggested \$7,858.95 for spare parts.

Please reference pricing table on the following page.

Respectfully Submitted,

Walker Consultants



Geoffrey Poslusny, CPP
Parking Technology and Operations Consultant



Appendix A Proposal Price Tabulation Form City of Hendersonville, NC - Price Comparison		
OFFEROR:	Carolina Time/Flowbird/Genetec	T2/Genetec
MSM BASE PRICE	\$285,669.83	\$360,497.79
Other Costs	\$4,600.00	\$0.00
1 YEAR COST BASE	\$290,269.83	\$360,497.79
MLPR BASE PRICE	\$42,789.42	\$36,107.55
Other Costs	\$3,950.00	\$0.00
1 YEAR COST BASE	\$46,739.42	\$36,107.55
TOTAL SYSTEM 1 YEAR COST BASE	\$337,009.25	\$396,605.34
RECURRING FEES, PREVENTIVE MAINTENANCE, AND SERVICE CONTRACTS		
MSM Recurring FEES (Years 2-6)	\$89,100.00	\$121,500.00
MSM 6 YEAR MANDATORY COST	\$379,369.83	\$481,997.79
MSM PM & SERVICE (Years 2-6)	\$43,335.00	\$45,900.00
MSM PARTS WARRANTY (Years 2-6)	\$28,500.00	\$67,500.00
MSM 6 YEAR OPTIONAL COST	\$451,204.83	\$595,397.79
MLPR Recurring FEES (Years 2-6)	\$22,020.00	\$22,620.51
MLPR 6 YEAR MANDATORY COST	\$68,759.42	\$58,728.06
MLPR PM & SERVICE (Years 2-6)	\$19,750.00	\$20,625.80
MLPR PARTS WARRANTY (Years 2-6)	\$13,533.95	\$13,993.93
MLPR 6 YEAR OPTIONAL COST	\$102,043.37	\$93,347.79
TOTAL SYSTEM MANDATORY 6 YEAR COST	\$448,129.25	\$540,725.85
TOTAL SYSTEM OPTIONAL 6 YEAR COST	\$553,248.20	\$688,745.58
OPTIONAL SPARE PARTS		
MSM OPTIONAL SPARE PARTS	\$6,584.00	\$7,440.00
MLPR OPTIONAL SPARE PARTS	\$0.00	\$418.95

		Option 1:		Option 2:	
		Carolina Time Flowbird Genetec		T2 Systems Genetec	
	<i>Weight</i>	<i>Score</i>	<i>Weighted</i>	<i>Score</i>	<i>Weighted</i>
Proposed Solution and Timeline	15%	3	0.45	6	0.90
Experience / Qualifications of Manufacturer	25%	3	0.75	6	1.50
Experience / Qualifications of Installer	25%	3	0.75	6	1.50
Proposed Cost of Sytem and Total Cost of Ownership	20%	3	0.60	6	1.20
Maintenance Support and Service	15%	3	0.45	6	0.90
100%					
Un-Weighted Score		15		30	
Weighted Score		3.00		6.00	
Rank(1=highest)		1		2	

Scale: 1 = Best 2 = Second 3 = Third 4 = Fourth 5 = Fifth 6 = Sixth 7 = Seventh 8 = Worst



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Tom Wooten, Public Works Director
MEETING DATE: September 1, 2022

AGENDA SECTION: NEW BUSINESS
DEPARTMENT: Public Works

TITLE OF ITEM: Resolution to Select Contractor for 2022 Brush/Leaf Grinding Project – *Tom Wooten, Public Works Director*

SUGGESTED MOTION(S):

I move that City Council approve the resolution authorizing selection of a contractor for the 2022 Brush/Leaf Grinding Project and to direct the Director of Public Works to execute a three-year contract with the low bidder for the project.

SUMMARY:

The City opened formal bids on Wednesday August 22, 2022 for the 2022 Brush/Leaf Grinding Project. Trace and Company was the only company to bid the project and their bid was \$53,900.00 for the grind this fall and \$7.00 per cubic yard for future grinds. Since this is a service contract and the formal bid process was followed, we can accept one bid and award the project. Staff is requesting to enter a three-year contract with Trace and Company for this project.

BUDGET IMPACT: \$42,000 is budgeted this year for this project.

Is this expenditure approved in the current fiscal year budget? Partially, we will need another \$11,900 to complete the grinding this fall. We can use tree removal funds from the same account then request a budget amendment later on if that is necessary.

If no, describe how it will be funded.

ATTACHMENTS:

Resolution

Bid Tabulation Sheet

Contract Document

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO SELECT A CONTRACTOR FOR THE 2022 BRUSH AND LEAF GRINDING PROJECT AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO EXECUTE A THREE-YEAR CONTRACT WITH THE LOW BIDDER

WHEREAS, the City posted a request for formal bids for the 2022 Brush and Leaf Grinding Project and;

WHEREAS, formal bids were opened on Monday, August 22, 2022, and Trace and Company was the sole bidder; and

WHEREAS, the formal bid process was followed and grinding is considered a service so a single bid can be accepted and awarded; and

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

1. The Brush grinding contract is awarded to Trace and Company for a three year term in an amount not to exceed \$53,900.00 for the fall, 2022, brush and grind, and \$7.00 per cubic yard for any brush or leaf grinding during the remainder of the three-year term.
2. The Director of Public Works is authorized to execute a three-year contract for the 2022 Brush and Leaf Grinding Project with Trace and Company.

Adopted by the City Council of the City of Hendersonville, North Carolina on this _____ day of September, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Contract Agreement

THIS AGREEMENT entered into on the 1st day of September, 2022, by and between Trace and Company, hereafter referred to as *the Contractor*, and the City of Hendersonville, hereafter referred to as *the Owner*, to provide all labor, materials, and/or equipment necessary to satisfy completely the Owner in regards to the professional quality or work stated here within.

WITNESSETH that the Contractor and the Owner for the conditions named agree as follows:

Scope of Services

Contractor will provide materials, labor, and equipment necessary to complete brush and leaf grinding the windrow the material into a pile.

Work Performed

No work shall begin until the Owner has issued the Contractor a purchase order. Work will include mobilizing equipment to the site and grind all brush and/or leaves once then push the finished material into a pile.

Term of Agreement

The initial term of this agreement shall be for 36 months commencing on the effective date, unless otherwise terminated or canceled as provided in this contract. The Contractor shall guarantee all work for one (1) year following completion of all work.

EXCUSABLE DELAY. The contractor shall not be liable for any delays or failure in performance of Services hereunder if such delays or failures are due to strikes, inclement weather, acts of God, or other causes beyond the Contractor's reasonable control.

Requirements Prior to Service

The Contractor shall provide the Owner with appropriate documentation verifying the following requirements have been fulfilled prior to commencing work. All insurance is at the expense of the Contractor subject to normal industry exclusions.

- General Liability Insurance with City of Hendersonville listed as additional insured for \$1 million (if applicable)
- Worker's Compensation Insurance
- Employer's Liability Insurance
- Professional Liability Insurance
- Federal tax identification number or social security number (W-9 form required)
- Privilege license from City of Hendersonville for work performed within city limits
- Demolition Permit for demolition projects (if applicable)

- Confirmation number of NC One Call center for utility locations (if applicable)

Standard of Care

The Contractor and its agents, employees, and subcontractors shall endeavor to perform Services for Owner using that degree of care and skill ordinarily exercised, under similar circumstances, by others ordinarily providing Services in the same or similar locality as the project at the time Services are provided. In the event any portion of the Services fails to substantially comply with this standard of care obligation and the Contractor is promptly notified in writing prior to one year after completion of such portion of the Services, the Contractor will re-perform such portion of the Services, or if re-performance is impractical, the Contractor will refund the amount of compensation paid to the Contractor for such portion of the Services.

Safety

The Contractor will maintain a safety program for its employees. The Contractor specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Contractor. Should Owner, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.

The presence of Contractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation, or field-testing of specific aspects of the project as authorized by Owner. The Contractor will be solely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours.

Changes

Any additional work or changes, which are requested or required, shall be performed only after a written change order, "Addendum", is signed by the Owner upon the Contractor's change order form. Such changes, including any increase or decrease in the amount of the Contractor's compensation that may be mutually agreed upon between the Owner and Contractor, shall be incorporated in written amendments to this contract after appropriate authorization as called for in this contract.

Compensation for Services

The Owner shall pay the Contractor for materials and labor to be performed under the sum of \$53,900.00 for the Fall 2022 Grind then \$7.00 per cubic yard for the following grinds. The Contractor and City will agree on the volume of material prior to each grinding to establish the cost to grind the material.

Equipment Damage

The City will attempt to remove all metal and/or foreign objects from the brush and leaf piles. If metal or foreign objects damage the grinder, the City will compensate the Contractor for the cost of the repairs to the grinder. If damages occur, the City will be notified immediately so a visual inspection can be completed, and damage verified. The Contractor will provide the City with a quote of the repairs for the damage.

Method of Payment

Payments of Compensation for Services shall be made as follows:

Full payment will be made upon completion of work.

The Contractor shall breakout all labor, material, and tax costs when submitting an invoice for payment and include the PO number on the invoice.

Termination of Contract

This contract shall be determined complete upon delivery by Owner of the final payment to the Contractor after all terms have been met.

For Convenience- Upon 14 days prior written notice, Owner may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the termination notice, Contractor shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Owner and Owner shall pay Contractor within 30 days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Contractor and Owner shall have no further rights or remedies other than those included in this paragraph.

For Cause- In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within ten days of receipt of the written notice. Upon Termination for Cause, Contractor shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Owner and Owner shall pay Contractor within 30 days for all Services performed up to the termination. Upon Termination for Cause, Contractor and Owner shall have no further rights or remedies other than those included in this paragraph.

Indemnity

The Owner agrees to indemnify, and save harmless the Contractor, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses of every

kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which the Contractor, its agents, employees, and subcontractors may incur, become responsible for, or payout as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by the Owner's negligence or willful misconduct.

The Contractor agrees to indemnify, and save harmless the Owner from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which the Owner may incur, become responsible for, or payout as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Contractor's negligence or willful misconduct.

The Owner and the Contractor shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, and save harmless each other in proportion to their relative degree of fault.

Legal Remedies

The Contractor shall not be relieved of any liability to the Owner for damages sustained by the Owner by virtue of any breach of this contract by the Contractor. It is specifically understood that the Owner may withhold any payments to the Contractor for the purpose of offset until such time as the exact amount of damages due the Owner from the Contractor is determined. The Owner reserves all legal remedies as may be provided by law.

Governing Law

This Agreement shall be construed in accordance with the laws of the State of North Carolina with Henderson County, North Carolina having jurisdiction for litigation purposes. 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.

Representations of Owner

Owner warrants and covenants that sufficient funds are available or will be available upon receipt of Contractor's invoice to make payment in full for the Services rendered by Contractor. Owner warrants that all information provided to Contractor regarding the project and project location are complete and accurate to the best of Owner's knowledge.

Utilities

Owner agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Owner.

Equal Employment Opportunity

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, because of handicapping condition, or Vietnam Era Veteran status. The City of Hendersonville is an equal opportunity provider and employer.

Notices & Approvals in Writing

Notice of the breach of any covenant, warranty, or other provision of the Agreement and all communications and notices provided for in this Agreement shall be deemed given when in writing, addressed to the parties at the addresses set forth below, and deposited, certified mail, postage prepaid in the United States mail:

Contractors Must Use E-Verify

Per Session Law 2013-418, no city may enter into a contract unless the contractor and the contractor's subcontractors comply with Article 2 of Chapter 64 of the General Statutes.

E-Verify Employer Compliance

Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

Iran Divestment Act Compliance

Through the execution of this contract the contractor certifies that they meet the requirements of North Carolina General Statute 143C-6A-1 through 9 - **Iran Divestment Act**.

City of Hendersonville
Attn: City Manager
160 6th Avenue East
Hendersonville, NC 28792

Accepted:

Owner	_____	Contractor/Company	_____
	Signature		Signature
	_____		_____
	Name		Name
	_____		_____
	Title		Title
	_____		_____
	Date		Date

Attest:

_____	_____
Name	Name
_____	_____
Title	Title

(SEAL)

(SEAL)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer)

Request for Quote # 237555001
Grind Brush/Leaves
80 Balfour Road Hendersonville, NC

Overview

The City of Hendersonville is seeking experienced contractors to complete brush and leaf grinding at our yard waste facility at 80 Balfour Road. The proposed work is outlined below. This agreement will be valid for one year with the option to extend the agreement for two additional years. The project is expected to begin September 2022.

Required Site Visit

Contractors are required to stop by the site to review the proposed work prior to submitting a bid. Please contact Tom Wooten to schedule a visit to the site.

Selection Process

1. Formal quotes should be hand delivered to 305 Williams Street (City Operation Center) in a sealed envelope with Brush and Leaf Grinding 2022 on the outside of the envelope by 9:00 AM on August 22, 2022. (Please include one media flash drive with an electronic copy of the vendor's RFQ Response Proposal.)

The quote should include the following:

- a. Request for Proposal #
 - b. Name of Contractor
 - c. Address of Contractor
 - d. Email address
 - e. Daytime phone number
 - f. List of examples of previous similar work with contact information for reference
 - g. Quote using the provided outline.
2. All questions shall be in writing and submitted to Tom Wooten at twooten@hvlnc.gov before August 16, 2022 at 3:00 PM. Questions will be answered via an addendum on the city website.

Project:

- a. Mobilize equipment to site and grind all brush once then push it up into a long pile along the edge of the embankment (same as previous stockpiled area) unless told otherwise. The screen in the grinder should be a 4 inch hex screen or equivalent.
- b. Mobilize equipment to site and grind all leaves once then push the material up into a pile (same as previous stockpiled area) unless told otherwise. The screen in the grinder should be a 4 inch hex screen or equivalent.

Quotes must be provided in per cubic yard increments and a lump sum price for year one. We expect to grind about two times per year.

Typically, the contractor would operate an excavator and grinder to grind the material then move the material around as needed, then continue that process until finished with the raw material. The additional grinds would follow the same process but may or may not include leaves.

Company Name: Trace and Company

Company Address: P.O. Box 1028 Mountain Home, N.C. 28758

Email Address: todd@traceandcompany.com

Daytime Phone Number: Office (828) 692-5664, Cell (828) 674-5664

Proposed Cubic Yard Rates for Future Grinds:

(The cubic yard quantities will be determined prior to all future work.)

\$ 7.00 per cubic yard for brush grinding

\$ 7.00 per cubic yard for leaf grinding

Proposed Lump Sum for Fall of 2022 Grind

\$ 38,500.00 Lump Sum for the Brush Pile

\$ 15,400.00 Lump Sum for the Leaf Pile

Proposal Exclusions:

1. Proposal prices do not include damage caused to the grinder from metal or foreign objects in the brush and leaf piles. Damage repairs caused from metal or any other foreign objects in the brush or leaf piles will be an additional charge to the City of Hendersonville for the repairs.
2. Bonds are not included in this proposal. If requested, we can furnish a performance and payment bond at an additional cost.

We currently have approximately 5500 cubic yards of brush and 2200 cubic yards of leaves for grinding. Future grindings may include leaves and/or brush. (We do not have any large tree stumps or construction material (lumber) in our piles.)

- Have you inspected the work site? Yes X No
- Can you furnish proof of insurance as required? Yes X No
- What is the maximum size limb or trunk that can be processed? 24"

• References:

Company	Contact	Phone
City of Hendersonville	Tom Wooten	(828) 697-3000
MRM Builders	Marshall Matthews	(828) 808-0464
Max's Excavating	Scott Matthews	(828) 243-6969

Please list examples of previous similar work below.

1. We have performed the grinding of brush and leaf piles for the City of Hendersonville for the past 20 years.
2. We have performed the grinding of brush and leaf piles for the University of North Carolina Asheville.
3. We have performed the grinding of brush and leaf piles for several different grading contractors at various construction sites.

The undersigned hereby proposes to furnish all labor, equipment and materials required and to perform all work referred to herein as:

2022 GRIND BRUSH AND LEAVES

HENDERSONVILLE, NORTH CAROLINA

In strict accordance with the Contract Documents and in consideration of the quote amounts shown above, the undersigned hereby agrees that, upon acceptance of this proposal, they will execute a Contract with the Owner and provide any bonds or guarantees and certificates of insurance required by the Contract Documents within ten (10) days of notification by the Owner.

The undersigned acknowledges receipt of the following addenda: _____

X 

Owner



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Logan Hickey,
Procurement/Contracts
Administrator

MEETING DATE: September 1, 2022

AGENDA SECTION: CONSENT

DEPARTMENT: Finance

TITLE OF ITEM: Purchasing and Contracting Policy Updates – Logan Hickey,
Procurement/Contracts Administrator

SUGGESTED MOTION(S):

I move City Council to adopt the *Resolution by the City Of Hendersonville City Council Authorizing Certain Actions With Regards to Purchasing and Contracting* as presented.

SUMMARY:

Staff is requesting that City Council adopt a Resolution to update certain purchasing and contracting policies previously adopted by City Council to streamline the City's purchasing and contracting processes. Specifically, the Resolution does the following:

- 1) Adopts a policy to clearly delineate purchasing and contracting authority within City government;
- 2) Removes the informal quote range of \$2500-\$4,999 so that additional competitive quotes and purchase requisitions are no longer required in this range of pricing;
- 3) Designates Department Directors as deputy finance officers for the purposes of pre-auditing all contracts in an amount of less than \$5,000;
- 4) Designates the Assistant Finance Director as a deputy finance officer for the purpose of pre-auditing all contracts, regardless of amount;
- 5) Authorizes the City Manager to making modifications to the Purchasing Policy Manual and to implement other administrative policies regarding purchasing and contracting provided they meet or exceed policies, resolutions or actions previously adopted by City Council

We greatly appreciate your time and consideration for these consent agenda topics.

ATTACHMENTS:

Resolution with attached Contracts Policy

Resolution #

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AUTHORIZING
CERTAIN ACTIONS WITH REGARDS TO PURCHASING AND CONTRACTING**

WHEREAS, the Finance Director and Procurement and Contracts Administrator are requesting that certain actions be taken by City Council to streamline the purchasing and contracting processes, and

WHEREAS, the City Manager and City Attorney have reviewed these requests and have determined that they are workable from both a legal and a managerial standpoint;

WHEREAS, the these proposed actions include: 1) adopting a policy to clearly delineate purchasing and contracting authority within City government; 2) removing the informal quote range of \$2500-\$4,999 so that additional competitive quotes and purchase requisitions are no longer required in this range of pricing; 3) designating Department Directors as deputy finance officers for the purposes of pre-auditing all contracts in an amount of less than \$5,000; 4) designating the Assistant Finance Director as a deputy finance officer for the purpose of pre-auditing all contracts, regardless of amount; 5) authorizing the City Manager to making modifications to the Purchasing Policy Manual and to implement other administrative policies regarding purchasing and contracting provided they meet or exceed policies, resolutions or actions previously adopted by City Council; and

WHEREAS, this change would help to lessen the administrative burden associated with purchasing and contracting; and

WHEREAS, it is believed that this will save the City money as a result of requesters' times being utilized for other more pressing priorities for the City as growth continues; and

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

1. That the Informal Quote Range of \$2,500-\$4,999 is eliminated, meaning that additional competitive quotes and purchase requisitions are no longer required for purchases less than \$5,000;
2. All Department Directors are hereby designated as deputy finance officers for the purposes of pre-auditing all contracts in an amount of less than \$5,000;
3. The Assistant Finance Director is hereby designated as a deputy finance officer for the purpose of pre-auditing all contracts, regardless of amount;
4. The City Manager is authorized to make modifications to the Purchasing Policy Manual and to approve and implement other administrative policies regarding purchasing and contracting provided they meet or exceed policies, resolutions or actions previously adopted by City Council. To this end, the revisions to the policy dated November 24, 2021 are hereby ratified.
5. The Contract Policy attached to this Resolution is adopted and approved in its entirety, as presented. The Contract management Policy adopted by City Council on January 10, 2014 is hereby repealed.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of September, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

City of Hendersonville
Contracts Policy
September 1, 2022

1. Policy Statement

The City of Hendersonville requires that all contracts be approved and executed in accordance with North Carolina State and Federal laws and this Contracts Policy. This Policy has been developed in an effort to better manage the numerous contracts and agreements that are executed by the City of Hendersonville. This Policy is designed to provide the levels of authority for the approval and the execution of contracts and agreements between the City of Hendersonville and outside parties.

2. General Provisions

a. As used in this Policy, the term “contract” shall be deemed to include all of the following:

- (1) Purchases of personal property, whether or not installation is a part of the contract;
- (2) Service contracts;
- (3) Construction and repair of real property, or fixtures thereto;
- (4) Professional service contracts, including but not limited to architectural, engineering, surveying, planning, grant administration, accounting and legal services;
- (5) Maintenance contracts;
- (6) Software contracts of any type;
- (7) Licensing contracts;
- (8) Leases by the City of personal property with no option to purchase by the City;
- (9) Leases of City-owned personal property to a third party for 1 year or less;¹ and
- (10) Leases of real property for 1 year or less.²

The use of the word “agreement” versus “contract” is intentional in this Policy.

b. Except as authorized by this Policy or another policy, ordinance, resolution or action of City Council, any type of agreement not listed in 2a(1)-(10) above will require approval by City Council. By way of illustration and not limitation the following are examples of agreements not included in the term “contract” for purposes of this Contract Policy, and therefore they require approval by City Council:

- (1) Capital leases, or financing agreements of any type;
- (2) Leases of any duration in excess of 1 year for real property;

¹ Leases of City-owned personal property to others for more than 1 year always requires City Council approval, with or without a non-appropriation clause.

² This applies whether City is Landlord or Tenant. Leases of real property by the City and leases of City-owned real property to third parties for more than 1 year always requires City Council approval, with or without a non-appropriation clause.

- (3) Any lease of personal property by the City having an option to purchase the personal property by the City;³
- (4) Any lease of City-owned personal property to a third party for more than 1 year;
- (5) Interlocal agreements;
- (6) Any type of lending or financing agreement⁴, or any other agreement pursuant to which the City grants or receives a security interest in real or personal property.
- (7) Real estate purchase and sale agreements;
- (8) Agreements pursuant to which the City grants any property interest in real property, including but not limited to options, easements (excluding utility infrastructure easements), and rights of first refusal;
- (9) Economic Development agreements;
- (10) Sale, exchange or conveyance of personal property, including a group of items of personal property, having a fair market value of greater than or equal to \$30,000; and
- (11) Sale, exchange or conveyance of real or personal property for less than fair market value.
- (12) Settlement of a lawsuit or other administrative action or complaint filed against the City.⁵

- b. For purposes of determining authority to approve and enter into a contract on behalf the City under this Policy, the amount of a contract (this includes purchases) shall be deemed to include all City funds authorized to be spent pursuant to the contract over the life of the contract, including the entire term of the contract, including all renewals and options to renew, and including all subparts and affiliated agreements (For example, the cost of the purchase and the cost of an associated maintenance agreement would be added together to determine the amount of the contract.)
- c. Contracts may not be divided in any manner to evade the provisions and requirements of this Policy.
- d. Except as prohibited by North Carolina State or federal laws, City Council may approve exceptions to this Policy for a particular contract or agreement pursuant to a duly adopted resolution.
- e. The City Manager is authorized to execute any contract or agreement which has been approved by resolution of City Council, unless prohibited by State or Federal laws.
- f. The City Manager may approve amendments and additions to the Purchasing Policy Manual, previously adopted by City Council, and may approve and implement other administrative policies regarding contracts and agreements for the City, including but not limited to processes and procedures for the procurement, approval, and management of any or all contracts and

³ A lease of personal property with an option to purchase is subject to public bidding laws.

⁴ This applies whether the City is the lender or the borrower.

⁵ This is not intended to abrogate the authority of the City Manager to enter into agreements in the exercise of his authority to hire, discharge and discipline City employees.

agreements, provided the amendment, addition or new policy meets or exceeds the requirements of this Contract Policy, and other resolutions, ordinances and actions of City Council, and is compliant with North Carolina State and federal law (as federal law is applicable). Nothing herein shall be deemed to authorize the City Manager to take any action that is required by State or Federal law to be taken by City Council; however the City Manager may incorporate such actions taken by City Council into any administrative policy approved and implemented by the City Manager pursuant to this Policy.

g. Except as specifically stated otherwise in this Policy, nothing in this Policy is intended to abrogate, repeal, or limit in any manner any authority granted by another resolution, ordinance, policy or action of City council to approve or execute any contract or agreement.⁶

3. Contract Approval

a. The City Council must approve all contracts that meet any of the following criteria:

- (1) Contracts having a contract amount greater than or equal to \$500,000.00, with or without budgetary authority;
- (2) Contracts which require a budget ordinance amendment, a capital project ordinance amendment, or a grant project ordinance amendment, regardless of amount;
- (3) Contracts with terms greater than one year if the contract does not include either a non-appropriation clause or a clause permitting the termination for convenience by the City, regardless of amount;
- (4) Contracts that require City Council approval pursuant to North Carolina State or Federal law. This includes but is not limited to:
 - (a) Construction and repair contracts falling within the formal bid limits as set out in NCGS § 143-129.
 - (b) Purchase contracts for which an exception to the North Carolina bid laws is being used on the basis of NCGS § 143-129(6):
 - (i) Performance or price competition for a product are not available;
 - (ii) The products is only available from one source or supply; or
 - (iii) Where standardization or compatibility is the overriding consideration.
- (5) Any amendment to a contract, including but not limited to a project change order, where the contract being amended has a contract amount greater than or equal to \$500,000 (including all previous amendments); or
- (6) Any amendment to a contract where the amendment will cause the contract amount to be greater than or equal to \$500,000 (including all previous amendments);

⁶ An example of a resolution that is not repealed is the *Resolution Delegating the Authority for Declaring Personal Property Surplus*, Resolution #09-0311, which authorizes the City Manager to sell or exchange personal property, or a group of items of personal property having a total fair market value of less than \$30,000.

b. The City Manager may approve and execute any contract without additional City Council approval, if the contract meets all of the following criteria:

- (1) The contract amount is less than \$500,000; AND
- (2) The contract was included in the budget ordinance, a capital project ordinance or a grant project ordinance, as adopted or amended by City Council; AND
- (3) The contracts has a term of one year or less and has no renewal terms or options to renew OR

The contract has a term greater than one year, including all renewal terms and options to renew, and includes either a non-appropriation clause or a clause permitting the termination for convenience by the City (or both); AND

- (4) State and federal laws were followed in the procurement of the contract, if applicable; AND
- (5) The contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, Chapter 159 of the North Carolina General Statutes.

The authority granted to the City Manager shall include the authority to approve and execute any amendment to a contract (including but not limited to change orders) which does not cause the contract to violate any of the criteria numbered 1-5 above.

Notwithstanding numbers 1-5 above, the City Manager may not approve any contract where approval by City Council is required by North Carolina State or Federal laws.

c. The City Manager may delegate the authority to Department Directors to approve and execute any contract that meets all of the following conditions:

- (1) The contract amount is less than \$150,000; AND
- (2) The contract was included in the budget ordinance, a capital project ordinance or a grant project ordinance, as adopted or amended by City Council; AND
- (3) The contracts has a term of one year or less and has no renewal terms or options to renew OR

The contract has a term greater than one year, including all renewal terms and options to renew, and includes a either a non-appropriation clause or a clause permitting the termination for convenience by the City (or both); AND

- (4) State and federal laws were followed in the procurement of the contract, if applicable; AND
- (5) The contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, Chapter 159 of the North Carolina General Statutes.

The authority delegated to a Department Director by the City Manager may include the authority to approve and execute any amendment to a contract (including but not limited to change orders) which does not cause the contract to violate any of the criteria numbered 1-5 above.

Notwithstanding numbers 1-5 above, the City Manager may not delegate authority to Department Directors to approve any contract where approval by City Council is required by North Carolina State or Federal laws.

d. The City Manager may delegate authority to Department Directors to name a subordinate having authority to approve and execute any contract that meets all of the following conditions:

- (1) The contract amount is less than \$5,000; AND
- (2) The contract was included in the budget ordinance, a capital project ordinance or a grant project ordinance, as adopted or amended by City Council; AND
- (3) The contract has a term of one year or less and has no renewal terms or options to renew; AND
- (4) State and federal laws were followed in the procurement of the contract, if applicable; AND
- (5) The contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, Chapter 159 of the North Carolina General Statutes; AND
- (6) The designation of the subordinate is made in writing by the Department Director and filed with the City Finance Director.

3. Other Agreements.

a. The City Manager shall have the authority to approve and execute the following types of agreements, unless prohibited by North Carolina State or Federal law. To the extent that the City Manager has approved and signed these types of agreements in the past, all such agreements are ratified and approved with the adoption of this Policy by City Council:

- (1) Performance guaranty agreements contemplated by the Code of Ordinances for the City, including but not limited to Zoning, Subdivision, and Stormwater improvement guarantees (Note: the City Manager may delegate this authority to the Department Directors.);
- (2) Utility extension agreements, setting out the terms under which the City will permit and accept an extension of the City's water or sewer system, provided the agreement does not obligate the City to expend City funds beyond the City Manager's budgetary authority;
- (3) Deeds of dedication and easement deeds pursuant to which the City obtains title to and/or an easement for water, sewer, greenway, stormwater, roads or other infrastructure, provided the agreement does not obligate the City to expend City funds beyond the City Manager's budgetary authority;
- (4) Agreements regarding the administration and enforcement of the City Code of Ordinances in the normal course of business (Note: the City Manager may delegate this authority to Department Directors.);

- (5) Grant of easements across City-owned property for the placement of utility infrastructure, including but not limited to water, sewer, electric, stormwater, and telecommunications;
- (6) Encroachment agreements for City streets and streets controlled by the North Carolina Department of Transportation not requiring the expenditure of funds beyond the City Manager’s budgetary authority (Note: the City Manager may delegate this authority to Department Directors.);
- (7) Agreements regarding the hiring, discharging and disciplining of City employees (Note: the Human Resources Director shall have the authority to extend offer letters for acceptance by new employees setting out the usual terms and conditions of employment with the City.); and
- (8) Utility agreements with the North Carolina Department of Transportation not requiring the expenditure of funds beyond the City Manager’s budgetary authority (Note: the City Manager may delegate this authority to Department Directors.).

3. Finance Officer Review

Regardless of form, no contract or agreement may be executed unless the City of Hendersonville Finance Officer, the Assistant Finance Officer, or a duly authorized Deputy Finance Officer has pre-audited the contract if required by the Local Government Budget and Fiscal Control Act.

4. City Manager or Department Director Discretion

Notwithstanding any authority granted or delegated by this Policy, the City Manager or a Department Director has the discretion to present any contract or agreement to City Council for approval, regardless of amount.

5. Compliance with Required Procedures

Nothing in this Policy shall be deemed to exempt any contract or agreement from complying with any procedures required by North Carolina State or Federal laws, or any other local ordinance, resolution, or policy.

6. Repeal of Policy

With the adoption of this Policy, the Contract Management Policy adopted by City Council on January 10, 2014 is hereby repealed.

Adopted by City Council on the 1st day of September, 2022.

Hendersonville City Clerk

DRAFT



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Jamie Carpenter	MEETING DATE: September 1, 2022
AGENDA SECTION:	Consent	DEPARTMENT: Community Development, Downtown Division
TITLE OF ITEM, Presenter Name, Title:	Resolution to Accept Dogwood Health Trust Grant for Small Business Loan and Training - Jamie Carpenter, Downtown Manager	

SUGGESTED MOTION(S):

I move to adopt the resolution by the City of Hendersonville City Council *Accepting A Grant From The Dogwood Health Trust For The Purpose Of Development And Growth Of Downtown Hendersonville*, as presented.

SUMMARY:

The Downtown Division has received a grant from Dogwood Health Trust in the sum of \$400,000 to be used over 24 months, with \$360,000 going to a small business loan program that will be administered by Mountain BizWorks (a CDFI), targeted at “under-fueled” businesses who need access to capital, including entrepreneurs of color. The remainder goes to partnering with programs to provide business training and assistance in partnership with marketing firms, nonprofits and educational centers.

BUDGET IMPACT: n/a

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

If no, describe how it will be funded. The project will be self supported by grant funding.

ATTACHMENTS: Resolution, Contract

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL
ACCEPTING A GRANT FROM THE DOGWOOD HEALTH TRUST
FOR THE PURPOSE OF DEVELOPMENT AND GROWTH
OF DOWNTOWN HENDERSONVILLE**

WHEREAS, the Dogwood Health Trust (the “Trust”) has established a grant that provides funding to municipalities for the development of and businesses within Investment Areas as defined by 12 CFR § 1805.201(b)(3)(ii) (“Investment Areas”); and

WHEREAS, the City of Hendersonville has within its municipal border areas designated as Investment Areas; and

WHEREAS, the City of Hendersonville, in particular its Downtown Development division applied for a grant from the Trust to establish a small business loan program for low-income entrepreneurs who are unable to access traditional financial services due to a lack of creditworthiness, small business education and technical assistance, and the development of a community investment fund (collectively “Allowable Purposes”); and

WHEREAS, the City’s has been awarded \$400,000.00 by the Trust to be used for the Allowable Purposes; 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 Trust to be used for the Allowable Purposes; and
2. The City Manager is authorized to execute the Grant Agreement, with such changes as he deems appropriate, provide they are consistent with the terms of this Resolution;
3. City Staff are authorized and directed to proceed with the development of the programs for the Allowable Purposes and to bring them back to City Council for final approval in accordance with any procedures required by applicable law.

Adopted by the City Council of the City of Hendersonville, North Carolina on this ____ day of _____ 20____.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Dear Grantee,

It is my pleasure to inform you that the Dogwood Health Trust (“**Grantor**” or “**we**”) has approved a grant (the “**Grant**”) to your organization (together with any wholly owned Affiliate referenced in Exhibit A, “**Grantee**” or “**you**”) in the amount and for the project described in Exhibit A (the “**Project**”). Grantee shall use the Grant consistent with the purposes of Grantor’s tax-exempt mission to create a dramatically healthier region in Western North Carolina and in accordance with the terms herein.

This letter is a legally binding agreement between Grantor and Grantee (“**Agreement**”). Grantor and Grantee are each a “party” and collectively, the “parties.” The Agreement will be effective upon our receipt of this Agreement, signed by an authorized representative of Grantee. An electronic copy will suffice.

We will arrange for payment of the grant in accordance with the payment schedule set forth in Exhibit A. Grantor will use reasonable commercial efforts to provide payment using the Grantee’s preferred payment method set forth in Exhibit B.

You will be required to submit report(s) to the Grantor on the use of and outcomes related to grant dollars. The Grantor may decline to consider grant renewals for Grantees who fail to do so. Please see Section 2 below and Exhibit A for additional information on the reporting requirement.

TERMS AND CONDITIONS

- 1. Use of Funds.** Grantee shall use the Grant, and any interest or other income generated by the grant funds, only for the purposes of the Project described in Exhibit A and in a manner consistent with the terms of this Agreement and the budget set forth in Exhibit A. All grant funds must be expended prior to the due date of the final report. Grantee must use the Grant to support one or more of the 18 counties and Qualla Boundary within the Grantor’s Region. Grantee may not make any changes (i) in the purposes for which the Grant is made or (ii) to any budget cost category that exceeds 10% in a budget year (assuming the budget set forth on Exhibit A has budget cost categories) without the Grantor’s prior written approval. Requests and approvals for amendments to any budget cost category that exceeds 10% in a budget year shall be handled pursuant to Grantor’s forms and procedures.
- 2. Reporting.** The Grantee will submit to Grantor the written reports set forth on Exhibit A detailing Grant progress from a programmatic perspective along with a report of expenditures and confirmation that Grantee is in compliance with the terms of this Agreement. Grantor will provide reporting instructions prior to the due date found in Exhibit A. As part of the financial final report, Grantee will report separately grant dollars spent by county benefited. In addition to written reports, Grantor may request

stories that illustrate Grantee's impact – either by requesting that Grantee share such stories or provide access to individual(s) to interview for stories. Grantor may also request photographs that illustrate Grantee's work. Grantee will assume responsibility for securing all required photo releases and usage rights for any images provided to Grantor and provide verification of such to Grantor upon request. Requests and approvals for amendments to the due date of the interim, progress or final report (includes narrative and financial) shall be handled pursuant to Grantor's forms and procedures.

3. **Recordkeeping.** Grantee shall treat the Grant and any interest or income generated by the Grant as restricted assets and shall maintain either a separate account for the Grant on Grantee's books or the Grant in a separate bank account. All expenditures made in furtherance of the Project shall be charged off against the Grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of the Grant. Grantee shall make all books and records pertaining to the Grant available to the Grantor at reasonable times for review and audit and shall comply with all reasonable requests of the Grantor for information and interviews regarding use of the Grant. Grantee shall keep copies of all books and records related to this grant and all reports to the Grantor for at least six years after Grantee has expended the last of the Grant.
4. **Prohibited Uses.** Grantee shall not use any portion of the funds granted in a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including:
 - a. Influencing the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2);
 - b. Carrying on propaganda, or otherwise attempting, to influence legislation of any kind by any governmental body or by means of a public vote, interpreted in accordance with the provisions of IRC sections 4945(d)(1) and 4945(e); or
 - c. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with either Grantee's (i) status as a Section 501(c)(3) public charity, or (ii) public purposes as a governmental unit described in Section 170 (c)(1), as the case may be.
5. **Regrants/Earmarking.** Grantee may regrant or loan a part of this grant if and only if such regrants fall within the stated purpose of the grant and the Agreement or are in accordance with the charitable purposes of Grantee and Grantor. Grantee acknowledges that Grantor has not earmarked Grant funds under this Agreement for any subgrantee, borrower, or contractor of Grantee, and no agreement otherwise exists that permits the Grantor to cause the selection of any such subgrantee, borrower, or contractor. Grantee has exercised or shall exercise exclusive control, in fact, over any such selection process and has made or shall make the selection of any subgrantee, borrower, or contractor completely independently of the Grantor.

6. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other purpose. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Grantor and Grantee or any other entity.
7. **Representation and Warranty Regarding Tax Status.**
- a. By entering into this Agreement, Grantee represents and warrants that Grantee is either (i) exempt from federal income tax under IRC Section 501(c)(3) and is not a private foundation within the meaning of IRC Section 509(a) nor a Type III non-functionally integrated IRC Section 509(a)(3) supporting organization or any other IRC Section 509(a)(3) supporting organization that is controlled directly or indirectly by a disqualified person with respect to Grantee or (ii) a governmental unit described in Section 170 (c)(1).
 - b. Grantee's tax status has not been revoked and, to Grantee's knowledge, Grantee is not under review or audit by the Internal Revenue Service. Upon request, Grantee will provide Grantor with current documentation of its tax status.
 - c. Grantee's receipt of the Grant and compliance with the terms of this Agreement will not cause Grantee to be in violation or conflict with the governing documents of Grantee or any law to which Grantee is subject, or to be in breach or default of any contract or license to which Grantee is a party; nor will it have any material adverse effect on Grantee's tax or legal status.
 - d. There is no pending proceeding or investigation directed at the Grantee by a federal, state, tribal, or local administrative agency or authority that could have a material adverse impact on the Grantee's ability to perform its obligations under this Agreement.
 - e. Grantee will not use Grant funds to compensate any person that Grantor has identified in writing to Grantee as a disqualified person within the meaning of IRC Section 4946.
 - f. If the Grantee is a council of government, Grantee represents and warrants that local governments fund its operations, appoint its directors, and supervise the organization.
8. **Notice.** Grantee shall give the Grantor immediate written notice upon the occurrence of any of the following: (i) any change in either Grantee's tax-exempt or public charity status, or its status as a governmental unit described in Section 170 (c)(1), as the case may be; (ii) a proceeding or investigation directed at the Grantee or an employee, director or officer of the Grantee by a federal, state, tribal, or local administrative agency or authority ("**Government Proceeding**") that could have a material adverse impact on

the Grantee's ability to perform its obligations under this Agreement; or (iii) a Government Proceeding related to a claim alleging the diversion of grant funds to a non-charitable purpose, financial impropriety, fraud or breach of fiduciary duty. Written notification will be provided to the General Counsel of Dogwood Health Trust at impactgrants@dht.org.

9. **Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Grantor may establish from time to time. Grantee grants to the Grantor a perpetual, irrevocable, fully-paid up, royalty-free, nonexclusive license to publish, use, distribute, reproduce, copy, and prepare derivative works based upon any publications, studies, or research funded by this grant at the sole discretion of the Grantor.
10. **Grant Announcements and Communications.** Grantee shall submit in advance to the Grantor, for review and revision at the sole discretion of the Grantor, any press releases or external announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its internal publications (annual reports, newsletters, etc.), organizational social media, or tax returns. The Grantor, in its sole discretion, may include information on the grant in its newsletters, website, social media and periodic public reports.
11. **Terrorist Activity.** Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.
12. **Liability.** Grantee agrees that, to the extent permitted by North Carolina Tort Claims Act, Grantee will be solely responsible for its acts and omissions in carrying out the activities and purposes of the Grant.
13. **No Agency.** Grantee and not the Grantor is solely responsible for all activities supported by the Grant, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
14. **Assignment.** Grantee may not assign any rights or delegate any obligations created by this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of Grantor. Any assignment in violation of the foregoing is null and void. This Agreement will be binding upon the successors, legal representatives and permitted assigns of the parties.
15. **Waivers.** The failure of the Grantor to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
16. **Remedies.** Grantee shall repay to the Grantor any portion of the Grant which is not spent or committed for the charitable purposes of this Agreement. If the Grantor determines, in

its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Grantor may demand the return of all or part of the unexpended Grant, which Grantee shall immediately repay to the Grantor. Grantor may, in its sole discretion, discontinue or suspend funding if making such payment might, in the judgment of the Grantor, expose the Grantor to liability, adverse tax consequences, or constitute a taxable expenditure. The Grantor may also avail itself of any other remedies available by law.

17. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
18. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.
19. **Survival.** A party's obligations under this Agreement that by their nature are intended to survive termination or expiration of this Agreement shall so survive.
20. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina applicable to contracts to be performed entirely within the State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of the state courts of North Carolina and to the jurisdiction of the United States District Court for the Western District of North Carolina and (b) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in any North Carolina state or U.S. federal court sitting in the County of Buncombe, North Carolina.

Please have an authorized officer of your organization sign this Agreement and return it to the Grantor. You may return the signed Agreement via AdobeSign, or send it to finance@dht.org or 890 Hendersonville Rd, Suite 300, Asheville, NC 28803. Please keep a copy of the signed Agreement for your files.

If you have any questions concerning this grant or the grant agreement, please don't hesitate to email impactgrants@dht.org or contact your DHT Impact Team contact.

On behalf of Dogwood Health Trust's Board and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,

Dogwood Health Trust


Susan Mims (Aug 10, 2022 19:16 EDT)

Authorized Signature

Susan Mims, MD, MPH

Name

President & CEO

Title

Aug 10, 2022

Date

Accepted on behalf of organization by:

Authorized Signature

Date: _____

Name

Title

EXHIBIT A

Grantee legal name: City of Hendersonville

Tax ID Number: 56-6001242

Type of organization: Government Entity

Organization contact: Mr. John Connet, City Manager

Grant contact: Jamie Carpenter, Downtown Manager

Dogwood Strategic Priority: Economic Opportunity (100%)

Project title: Downtown Hendersonville Local Opportunity Investment Program

Project:

This grant will support the City of Hendersonville with the project entitled, "Downtown Hendersonville Local Opportunity Investment Program." Funds will be used to lessen the burdens of government and combat community deterioration by investing in the development and growth of businesses in downtown Hendersonville, through the advancement of small business education and technical assistance, access to small business loan capital for low-income entrepreneurs who are unable to access traditional financial services due to a lack of creditworthiness, and the development of a community investment fund. This investment in small business development will promote community revitalization for the city of Hendersonville which has been identified as an Investment Area as defined by 12 C.F.R. §1805.201(b)(3)(ii).

Grant amount: \$400,000.00

Payment schedule:

- *The entire grant amount set forth above will be disbursed within 30 days of Grantor's receipt of this signed grant agreement.*

Budget:

- *\$360,000.00 for loan capital*
- *\$40,000.00 for technical assistance supplies and consultants*

Reporting requirements:

Grantee will submit mid-year reports (“**Interim Reports**”) and end-of-year reports (“**Progress Reports**”) to Dogwood Health Trust for the duration of this grant, as well as a final narrative and financial report (“**Final Report**”) at the end of the grant period. Interim Reports must provide highlights and difficulties faced in the interim six-month period. Progress Reports and the Final Report must detail the grant progress and include information on the following output and outcome measurements, including progress toward targets where listed:

Outputs:

- Number of small business loans made by race and county
 - Target: 5 loans
 - Target: 100% rural entrepreneurs
 - Target: 10% entrepreneurs of color
- Dollar amount of small business loans made by race and county
 - Target: \$360,000.00 deployed
 - Target: 100% rural entrepreneurs
 - Target: 10% entrepreneurs of color
- Number of entrepreneurs trained or supported in the facilitation of training or technical assistance (TA)
 - Target: 2 cohorts of introductory business cohort training provided
 - Target: 1 cohort of advanced business cohort training provided
 - Target: 3 businesses served through one-on-one coaching
 - Target: 3 businesses receive marketing TA
- Framework and feasibility analysis for local wealth and investment program which would leverage funds to increase loan fund completed
- Narrative response – How has this grant allowed your organization to better serve your target audience(s)

Outcomes:

- Businesses started or expanded by race and county
 - Target: 2 businesses established in Downtown Hendersonville
- Number of Jobs Created or Retained
- Narrative Response – Tell us about how entrepreneurs you have worked with have experienced wealth creation opportunities.

Interim Report

Due Date: April 28, 2023

Progress Report

Due Date: October 31, 2023

Interim Report

Due Date: April 30, 2024

Final Report (narrative and financial)

Due Date: October 31, 2024

As part of the narrative final report, Grantee will report percent of grant funds spent by county, including the Qualla Boundary. This figure may be an estimate based on a good-faith approximation of the geographic breakdown of work completed.

EXHIBIT B

Please choose your payment method and provide the required details below.

Wire or ACH (*PREFERRED*)

<i>Bank / Institution Name</i>	
<i>ABA # (for Wire) or Routing # (for ACH)</i>	
<i>Account #</i>	

E-check, sent via email

<i>Email Address</i>	
----------------------	--

Paper check, sent via USPS

<i>Mailing Address</i>	
<i>City, State, Postal Code</i>	

For grants paid in installments, your Dogwood Impact Team contact will work with you to confirm that all requirements for subsequent payments have been met and confirm payment details at that time.

EXHIBIT B

Please choose your payment method and provide the required details below.

Select...

Wire or ACH (*PREFERRED*)

<i>Bank / Institution Name</i>	
<i>ABA # (for Wire) or Routing # (for ACH)</i>	
<i>Account #</i>	

E-check, sent via email

<i>Email Address</i>	
----------------------	--

Paper check, sent via USPS

<i>Mailing Address</i>	
<i>City, State, Postal Code</i>	

For grants paid in installments, your Dogwood Impact Team contact will work with you to confirm that all requirements for subsequent payments have been met and confirm payment details at that time.

Proclamation

Literacy Month 2022

WHEREAS, literacy is fundamental in all we do and essential to meeting one’s full potential; and

WHEREAS, literacy is the key to opportunity for individuals and families to increase their life’s chances in today’s modern world, as literacy is no longer simply just the ability to read and write; and

WHEREAS, improved literacy skills promote higher income and better health of individuals and families, which in turn also improves quality of life; and

WHEREAS, solid literacy skills are vital to our community’s social and economic development and offer residents expanded opportunities to make substantial contributions to growth, prosperity and well-being of our City; and

WHEREAS, the City of Hendersonville supports the literacy outreach organizations offering inclusive, accessible, community-based learning programs to children, youth and adults in our community; and

WHEREAS, September is recognized as National Literacy Month throughout the country and is an opportunity to raise awareness of the importance of literacy throughout Henderson County.

NOW, THEREFORE, I, Barbara Volk, Mayor of the City of Hendersonville, do hereby proclaim September, 2022, as

“Literacy Month”

in the City of Hendersonville and urge all residents of our community to support literacy and literacy programs.

PROCLAIMED this 1st day of September 2022.

Seal

Barbara G. Volk, Mayor
City of Hendersonville

Attest:

Angela Reece, City Clerk

Proclamation

Childhood Cancer Awareness Month

WHEREAS, the month of September is designated as National Childhood Cancer Awareness Month and serves as an outlet to honor the young lives taken too soon, and as a means to increase public awareness of this disease affecting children across the United States; and

WHEREAS, childhood cancer is the leading cause of death by disease in children with 1 in 285 children in the United States being diagnosed by their 20th birthday; and

WHEREAS, the average age of diagnosis is 6 years old, compared to 66 years for adults' cancer, 80% of childhood cancer patients are diagnosed late and with metastatic disease; and

WHEREAS, in 2018, 47 children per day or 17,293 children (age 0-19) were diagnosed with cancer in the U.S More than 95% of childhood cancer survivors will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening; and

WHEREAS, approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe; and

WHEREAS, in the last 20 years only four new drugs have been approved by the FDA to specifically treat childhood cancer, and

WHEREAS, recognizing the unique research needs of childhood cancer and the associated need for increased funding is critical to allow healthcare professionals to work diligently dedicating their expertise to treat and cure children with cancer; and

WHEREAS, many parents and family members feel terrified and are overwhelmed following a child's cancer diagnosis therefore it is important to encourage additional non-profit organizations at the local and national level to assist children with cancer and their families in coping through educational, emotional and financial support.

NOW, THEREFORE, I, Barbara Volk, Mayor of the City of Hendersonville hereby proclaim the month of September 2022 as

“Childhood Cancer Awareness Month”

in the City of Hendersonville and I encourage citizens, government agencies, private businesses, nonprofit organizations, the media, and other interested groups to increase awareness of what citizens can do to support the fight against childhood cancer.

PROCLAIMED this 1st day of September 2022

Seal

Barbara G. Volk, Mayor
City of Hendersonville

Attest:

Angela Reece, City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet, *City Manager* **MEETING DATE:** September 1, 2022

AGENDA SECTION: PRESENTATION **DEPARTMENT:** ADMINISTRATION

TITLE OF ITEM: Analysis of Impediments to Fair Housing – *John Connet, City Manager, Mary Roderick, PhD, Regional Planner- Land of Sky*

SUGGESTED MOTION(S):n/a

SUMMARY: The city received \$750,000 in CDBG-NR (Community Development Block Grant Neighborhood Revitalization) funding from the NC Department of Commerce for the rehabilitation of three homes in the 7th Avenue/Ashe St. Neighborhood and the construction of sidewalks along both Cherry and Beech Streets. As a requirement of CDBG-NR grant funding, the grant administrator - Land of Sky Regional Council (LOSRC), has conducted an Analysis of Impediments (AI) to Fair Housing Choice, following state and federal guidelines, to identify potential barriers and propose recommendations for addressing these. Mary Roderick, LOSRC, will provide an overview of the AI and recommendations.

ATTACHMENTS:

AFFH Plan



City of Hendersonville (NC)
Affirmatively Furthering Fair Housing
(AFFH) Plan
Analysis of Impediments to Fair Housing
Choice – AI

Prepared by:

Scott Adams, AICP
Mary Roderick, PhD
Land of Sky Regional Council
339 New Leicester Hwy., Suite 139
Asheville, NC 28806

Table of Contents

Introduction and Executive Summary of the Analysis1

 Why the AI Was Developed1

 Who Conducted the AI.....2

 Participants2

 Methodology Used2

 How AI was Funded2

Executive Summary.....2

 Socio-Economic Background Data and Analysis2

 Analysis to Determine Disproportionate Housing Needs3

 Analysis to Determine the Nature and Extent of Discrimination4

 Examination of Public Policy and Programs6

 Federal & State Program Eligibility6

 Zoning Requirements That Have the Effect of Limiting the Availability of Rental Units.....6

 Impediments to Fair Housing Choice6

Socio-Economic Background Data and Analysis7

 Population Profile7

 Racial and Ethnic Profile7

 Racial and Ethnic Concentrated Areas of Poverty8

 Age Profile9

 Household and Family Profile10

 Income Data10

 Housing Profile11

 Persons with Disabilities12

Analysis to Determine Disproportionate Housing Needs12

 Housing Problems (Households with One of the Listed Needs).....12

 Populations with Disproportionate Needs13

 Blind & Disabled Population13

 Victims of Domestic Violence14

 Mental Illness.....15

 Frail Elderly15

 Ex-Offender Re-Entry Population16

Analysis to Determine the Nature and Extent of Discrimination17

Analysis of the Level of Segregation and Spatial Isolation.....	17
North Carolina Department of Commerce, County Tier Ranking.....	19
Historical Incidences that Contribute to Current Housing Patterns	19
History of Public Policy Decision on Segregation Within the Community	19
Discrimination in the Rental Market.....	21
Zoning Requirements That Have the Effect of Limiting the Availability of Rental Units.....	21
Location of Rental Units Within Areas of Minority Concentration.....	21
Location of Public Housing and Other Government-Subsidized Housing.....	22
Data from the North Carolina Human Relations Commission (NCHRC), 2016-2021.....	24
Data from the “Fair Housing Project” (Legal Aid of North Carolina)	25
Discrimination in the Sales Market.....	26
Local Association of Realtors Use of an MLS Service.....	26
Local Association of Realtors Being a VAMA Signatory	26
Evidence of Protected Class Members Being Subjected to Steering or Blockbusting	26
Rates of Homeownership vs. Rentership	27
Discrimination in Financing.....	28
Home Mortgage Disclosure Act Information	28
Local Financial Institutions Funding Housing Projects.....	29
Discrimination in the Building and Construction Industry.....	29
Local Building Code inclusion of Requirements of the Federal Fair Housing Act	29
Single-Family and Multi-Family Dwellings Funded by Local, State, or Federal Funds in last 20 Years	30
Housing Project Compliance with FFHA, ADA, and Section 504 Requirements	30
Identified Housing Need for Persons with Disabilities.....	30
Identified Community Need for Construction of More Affordable Housing: Housing Gap/Needs Estimates.....	31
Environmental Justice Discrimination.....	35
Areas Without Public Water and/or Sewer Services in Minority and/or Low-Income Areas.....	35
Locations of Hazardous Materials in Proximity to Low-Income and Minority-Concentrated Areas ...	36
Locations of Superfund Sites and Local, State, and Federal Efforts to Remove Environmental Hazards	37
Fair Housing Enforcement.....	40
Fair Housing Education and Outreach Efforts	40
Examination of Public Policy and Programs.....	41
Federal & State Program Eligibility	41

Zoning Requirements That Have the Effect of Limiting the Availability of Rental Units.....42

Summary of Impediments and Recommendations49

 Impediment 1: Inadequate housing supply, both for-sale and rental49

 Recommendation:.....49

 Impediment 2: Inadequate supply of accessible housing options49

 Recommendation:.....49

 Impediment 3: Lack of housing finance options to achieve homeownership49

 Recommendation:.....49

 Impediment 4: Discrimination based on source of rental income and previous eviction history50

 Recommendation:.....50

 Impediment 5: Lack of transportation50

 Recommendation:.....50

 Impediment 6: Lack of awareness of fair housing laws50

 Recommendation:.....50

Table of Figures

Figure 1: City of Hendersonville and Henderson County Population Comparison	7
Figure 2: City of Hendersonville and Henderson County Population by Race Comparison	7
Figure 3: Poverty Figures for City of Hendersonville and Henderson County	8
Figure 4: Low-Income Areas by Block Group	8
Figure 5: Relative Concentrations of People of Color by Block Group	9
Figure 6: Age Profile for City of Hendersonville and Henderson County	9
Figure 7: Household Profile for City of Hendersonville and Henderson County	10
Figure 8: Income Data for City of Hendersonville and Henderson County	10
Figure 9: Housing Profile for City of Hendersonville and Henderson County	11
Figure 10: Comparison of Multi-Family Rental Housing	11
Figure 11: Available For-Sale Housing	12
Figure 12: Percentage of Age Cohorts with Disabilities, City of Hendersonville Compared with Henderson County	12
Figure 13: Housing Issues by Tenure, Henderson County, 2020.	12
Figure 14: Homeownership Rates for Henderson County	13
Figure 15: Summary of Persons with Disabilities and SSI Average Income, Henderson County	13
Figure 16: Ratios of Blind/Disabled Persons to Accessible Units	14
Figure 17: Domestic violence program Statistics	14
Figure 18: Housing options available to victims of domestic violence	14
Figure 19: Mental health services	15
Figure 20: Population and household growth for Ages 65+	15
Figure 21: Senior Units for Ages 55+	16
Figure 22: Inmate release by county of conviction (2020)	16
Figure 23: Black or African-American concentrated population within City of Hendersonville	17
Figure 24: Hispanic or Latino concentrated population within City of Hendersonville	18
Figure 25: Location of the current Hendersonville Middle School and former location of "The Ninth Avenue School", a segregated school for African-Americans from 1951 until 1965, when official desegregation occurred	19
Figure 26: Location of home historically listed in "Negro Motorist Greenbook"	20
Figure 27: Percent Rental vs. Ownership in Census Block Groups, City of Hendersonville and adjacent areas of Unincorporated Henderson County.	21
Figure 28: Screenshots from HUD Inventory Management/Public Housing Information Center (IMS/PIC)	22
Figure 29: PHA Code and Contact Info for Hendersonville Public Housing Agencies (PHAs)	23
Figure 30: Housing Choice Voucher - Summary Page (for NC140, NCSource)	23
Figure 31: Location of Public Housing and Government-Subsidized Housing	24
Figure 32: Comparison of NC Counties with Similar Numerical Populations to Henderson County; Henderson and Brunswick Counties have similar White/Non-White Demographic Compositions	26
Figure 33: Percentage Rates of Homeownership by Race (Census Tracts that overlap previously highlighted Block Groups and Census Tracts for other relevant Analysis of Impediments (AI) criteria)	27
Figure 34: Mortgage denial rates by race/ethnicity, Henderson County, 2020	28
Figure 35: Mortgage denial rates by Sex, Henderson County, 2020	28
Figure 36: Mortgage denial rates by Sex, Henderson County, 2020	29
Figure 37: Estimated Number of Tax Credit and Subsidized Housing Units Built since 2002.	30
Figure 38: Bowen Report 2021, HOUSING GAP/NEEDS ESTIMATES	31
Figure 39: Bowen Report 2021, Housing Supply	31
Figure 40: Bowen Report 2021, HOUSING GAP/NEEDS ESTIMATES Rental Housing Gap (NCHFA)	32
Figure 41: Bowen Report 2021, HOUSING GAP/NEEDS ESTIMATES Rental Housing Gap (HUD)	32
Figure 42: Bowen Report 2021, Housing Supply	32
Figure 43: Bowen Report 2021, Housing Supply	33
Figure 44: Bowen Report 2021, Housing Supply	33
Figure 45: Bowen Report 2021, HOUSING GAP/NEEDS ESTIMATES For-Sale Housing Gap (NCHFA)	33
Figure 46: Bowen Report 2021, HOUSING GAP/NEEDS ESTIMATES For-Sale Housing Gap (HUD)	34

Figure 47: Low-income area southeast of downtown Hendersonville that lacks sewer infrastructure _____ 36

Figure 48: NCDEQ Underground Storage Tanks (UST) Incidents Map _____ 36

Figure 49: Prevalence of Underground Storage Tanks in Census Tracts Cited in this report _____ 37

Figure 50: NCDEQ Brownfields Sites and Boundaries Map _____ 38

Figure 51: Superfund proximity _____ 39

Figure 52: Lead paint proximity _____ 39

Figure 53: Henderson County Fair Housing Complaint web page _____ 40

Figure 54: City of Hendersonville web page for Title VI and ADA _____ 40

Figure 55: Qualified Census Tracts on Difficult Development Areas (DDAs) list _____ 41

Figure 56: City of Hendersonville, Zoning Districts including dimensional standards and use restrictions _____ 43

Figure 57: City of Hendersonville Official Zoning Map _____ 44

Figure 58: R-10 Medium-Density Min. Lot Size (75' x 133.33' = 10,000 SF) and Min. Lot Width Requirement _____ 45

Figure 59: Design scenario showing two 1,155 SF duplex homes (2 bedroom, 2 bath) on a 10,000 SF lot _____ 46

Figure 60: R-6 High-Density Min. Lot Size (50' x 120' = 6,000 SF) and Min. Lot Width Requirement _____ 47

Figure 61: Design scenario showing two 1,224 SF duplex homes (2 bedroom, 2 bath) on a 6,000 SF lot _____ 48

Introduction and Executive Summary of the Analysis

Why the AI Was Developed

On September 8, 2020, a Final Rule published by the U.S. Department of Housing & Urban Development (HUD) titled *Preserving Community and Neighborhood Choice* became effective. This rule revised the definition of “fair housing” to include “housing that, among other attributes, is affordable, safe, decent, free of unlawful discrimination, and accessible as require under civil rights laws.” The rule also substantially broadened the definition of “affirmatively furthering fair housing” to mean “any action rationally related to promoting any attribute or attributes of fair housing”. Notably, the rule also eliminated the previously long-standing requirement that states and other HUD grantees prepare an Analysis of Impediments to Fair Housing Choice (an AI) as the means for evaluating the degree to which private and public sector policies, practices, statutes and programs expand or restrict housing choice for members of the protected classes.¹

Although the Final Rule eliminated the requirement to prepare an AI, it retained the following requirement: *Nothing in this paragraph relieves jurisdictions of their obligations under civil rights and fair housing statutes and regulations.*² In other words, states and other HUD grantees still are required to ensure that they are not contributing to patterns of discrimination within their jurisdictions. For this reason, the North Carolina Department of Commerce (DOC), the agency charged with the administration and management of the state’s Community Development Block Grant (CDBG) funding, chose to move forward with developing the AI. The AI remains a valuable tool to:

- Evaluate residential segregation patterns,
- Evaluate how private and public sector policies, practices, statutes and programs expand or restrict housing choice for members of the protected classes,
- Identify impediments, or barriers, to fair housing choice,
- Implement a Fair Housing Action Plan to lessen or eliminate housing discrimination, and
- Document its efforts at expanding housing choice for members of the protected classes.

¹ Under the federal Fair Housing Act, it is illegal to discriminate against someone in housing based on their race, color, religion, sex, disability, familial status or national origin. These are collectively referred to as “members of protected classes” because these personal characteristics are protected by law. The North Carolina Fair Housing Act includes these same seven protected classes; it also includes a prohibition against discrimination in the siting of affordable housing.

² Preserving Community and Neighborhood Choice Final Rule, 24 C.F.R. § 5, 91, 92, 570, 574, 576, 903 (2020).

Who Conducted the AI

The Land of Sky Regional Council (LOSRC) conducted the AI on behalf of the City of Hendersonville.

Participants

The AI has been presented and discussed with the city's Homeless Resource Team, the Planning Board, and City Council. The Homeless Resource Team members include representatives from city administration, the fire department, health care, social services and housing organizations.

Methodology Used

A comprehensive approach was used to complete the AI. The following sources were utilized:

- Most recently available demographic data regarding population, household, housing, income, and employment at the census tract and municipal level,
- A variety of online databases providing indicators that reflect local issues and based on research that validates the connections between the indicators and increased opportunity,
- Public policies, codes and statutes affecting the siting and development of housing,
- Administrative policies concerning fair housing, affordable housing and community development,
- Financial lending institution data from the Home Mortgage Disclosure Act (HMDA) database,
- Agencies that provide housing and housing related services to members of the protected classes,
- Fair housing complaints filed with HUD and the North Carolina Human Relations Commission, and,
- Interviews and stakeholder meetings conducted with agencies and non-governmental organizations that provide housing and housing related services to members of the protected classes.

How AI was Funded

The AI was funded by the City of Hendersonville.

Executive Summary

The following provide an overview of key findings and information, which are presented in more detail in later sections.

Socio-Economic Background Data and Analysis

- The City of Hendersonville has only 13 percent of Henderson County's population (15,137 City residents out of 122,907 total County residents), but the City has six times the population density of that of the County.
- The City of Hendersonville has a proportionally larger White population (86%) and Black or African-American population (8%) than Henderson County as a whole (77% White, 3% Black or African-American). Henderson County has a larger Hispanic population (12%) than

Hendersonville (7%).

- Census Tracts 9311, 9312, and 9313 show consistent overlap for both Low-Income and People of Color populations (see figures 4 & 5).
- Both the City of Hendersonville and Henderson County as whole have housing supply shortages, with 0.55 housing units available for an average household size of 1.84 persons in the City and 0.46 housing units available for an average household size of 2.31 persons in the County.

Analysis to Determine Disproportionate Housing Needs

- In Henderson County, 46.8% of renter-occupied households are cost burdened (i.e. spending great than 30% of their income on housing) compared to 8% of owner-occupied households in the County.
- In Henderson County, 28.9% of renter-occupied households are in pre-1970 housing, which assumes the presence of lead paint. For owner-occupied households, this figure is lower at 18.6%, assuming a greater prevalence of newer than 1970 housing for owner-occupied households.
- Looking at Henderson County as a whole, People of Color (with the exception of Asians) are more likely to be renters than owners.
- For persons that are blind or disabled (estimate population of 1,579), Henderson County has a large Persons-In-Need to Available Housing ratio, with only one unit per 58 people (assuming a 1-person Household) or only one unit per 29 people (assuming a 2-person Household).
- Henderson County's ratio of persons unable to obtain needed mental health services in the past year (9.8%) is slightly lower than the 4-county regional average (10.28%). Still, Henderson County's rate is more than double Madison County's rate (4.0%) of and almost the rate of Transylvania County (11.60%), yet these two counties have significantly smaller overall populations than Henderson County.
- Henderson County's Frail and Elderly population will be somewhere between 3,000 and 3,500 people by 2025, assuming a national average 10% of the population of those over the age of 65, have at least three of five characteristics: shrinking/weight loss, physical exhaustion, muscle weakness, decline in walking speed, and low physical activity.

Unlike the larger 18-County WNC Region, Henderson County's household growth for Households Ages 65+ outpaced population growth from 2010-2020. If this trend continues, Henderson County will need flexibility for housing types that can serve smaller household sizes and those with special needs cited above under the definition of "Frail and Elderly" populations. Universal Design is a common design approach for these and other disability considerations. In a recent survey scan of Henderson County, only 592 housing units designed for Seniors 55+ existed. <https://www.wbdg.org/design-objectives/accessible/beyond-accessibility-universal-design>

Analysis to Determine the Nature and Extent of Discrimination

- Census Tracts 9311 and 9312 within the City of Hendersonville have significantly higher Black or African-American populations than the city as a whole (see figure 21). Census Tract 9313 is partially within the City of Hendersonville's city limits (i.e. the Barker Height area is in Unincorporated Henderson County, per figure 22) and has a significantly higher Hispanic or Latino population than the city as whole. Additionally, all three Census Tracts for these populations are contiguous to one another.
- The City of Hendersonville, like much of the rest of North Carolina, practiced de facto (societally-practiced) and de jure (government-sanctioned) racial segregation until the mid-1960s, with separate community facilities such as schools and public housing for whites and African-Americans. This report's authors found two specific addresses in historic records subject to segregation:
 - **825 N. Whitted St.** (currently, Hendersonville Middle School; historically, this was the "Ninth Avenue School", a segregated school for African-Americans from 1951-1965, located within the current Census Tract 9311, which has an African-American population of 16.6% compared to the overall City's 8% African-American population).
 - **710 1st Ave. W.** (currently, a private residence; historically, this was the Landina Guest House, a boarding house for African-American travelers listed in the 1960-1961 "Negro Motorist Green Book", a published guide for African-Americans seeking safe and guaranteed accommodations that was published from 1932 until 1967.) The home is located in Census Tract 9312 (12.2% African-American compared to the larger City's 8% African-American population), which is contiguous to Census Tract 9311 where the "Ninth Avenue School" was located.
- The Census Block Groups highlighted in Figure 25 generally correspond with Census Tracts that have minority population concentrations (Census Tract 9311 and 9312 for Black or African-American; Census Tract 9313 for Hispanic or Latino).
- The City of Hendersonville Housing Authority has two developments that it manages, Henderson Heights and RTS South. These properties consist of 375 units ranging from 0BR to 5BR apartments for low, very low, and moderate income families. Apartments are scattered throughout the City of Hendersonville with 2 elderly-disabled communities in surrounding Henderson County.

Figure 29 highlights the location of several units of public housing and other government-subsidized housing within Census Tracts 9311, 9312, and 9313, all identified as having higher concentrations of minority populations.

- Between 2016 and 2021, only one formal discrimination complaint was filed with the NCHRC within the City of Hendersonville, however the case was dismissed due to lack of cooperation on behalf of the complainant.
- Fair Housing complaints are tracked across North Carolina through the "The Fair Housing Project" (NC Legal Aid).

State average: 37.93 complaints/100,000

Henderson County: 39 complaints / 100,000

- Rates of homeownership vs. rentership by race in Census Tracts 9310, 9311, 9312, and 9313 (noted in other figures in this report) are generally lower for People of Color than for Whites.
- Mortgage denial rates in 2020 by race/ethnicity, non-Whites in Henderson County may be anywhere from 1.5 to 3 times as likely to be denied a mortgage than Whites.
- Mortgage denial rates by sex, males (14.32%) have a higher, but not significantly higher denial rate (variable by 10%) than females (12.54%) or joint applicants (couples, 9.13%).
- Mortgage denial rates by age, applicants under 25 (17.39% denial rate) are about 1.7 times more likely to be denied for a mortgage than applicants aged 65-74 (10.48% denial rate).
- Local financial institutions in Hendersonville have supported the development of affordable housing including Hometrust Bank, United Community Bank and First Citizens Banks.
- The number of Low-Income Housing Tax Credit (LIHTC) and government-subsidized housing units built in the last 20 year is estimated to be 388 housing units.
- Projects are typically in compliance with FFHA requirements and ADA/Section 504 requirements. For example, the City of Hendersonville converted Grey Mill, a hosiery mill built in 1918, which ceased operations in 1967, into a 35-unit apartment building with fully-accessible units.
- Typically, in healthy and well-balanced housing markets, availability rates are between 2.0% and 3.0%, though due to recent national housing market pressures it is not uncommon for most markets to have an availability rate below 2.0%. As such, the overall region's available for-sale housing supply is extremely low. Out of an 18-county WNC region, only Burke County (0.3%) and McDowell County (0.4%) have lower rates of housing availability than Henderson County (0.6%).

While housing availability isn't an overt form discrimination in the Building and Construction Industry, housing availability can have secondary discrimination effects such as builders only building higher-end housing given limited and more expensive land, therefor effectively excluding low-income buyers and renters from the larger real estate market.

- A low-income area immediately southeast of downtown Hendersonville (CT 9313) lacks sewer infrastructure, as shown by roughly the same general area highlighted by the dashed line in Figure 45. Census Tract 9313 is both low-income and 30% Hispanic or Latino.
- The U.S. Environmental Protection Agency (EPA) and North Carolina Department of Environmental Quality (NCDEQ) maintain mapped in inventories of hazardous materials sites and these have overlap with Low-Income and Minority-Concentrated Area (see figures 49 and 50).

Examination of Public Policy and Programs

Federal & State Program Eligibility

Difficult Development Areas (DDAs) – Areas with high land, construction and utility costs relative to the area median income and are based on Fair Market Rents, income limits, the 2010 census counts, and Five-Year American Community Survey (ACS) data are considered Difficult Development Areas. They are important to LIHTC projects because they allow such projects to have higher construction costs than are normally allowable. Census Tract 9312 (downtown Hendersonville) contains higher than County-average minority and poverty-level populations, creating conditions that may support a Low-Income Housing Tax Credit (LIHTC) project at some point in the future.

Zoning Requirements That Have the Effect of Limiting the Availability of Rental Units

Dimensional requirements (i.e. min. lot size, min. lot width at building line) and use restrictions that are challenges to housing supply and housing affordability are summarized here and in figures 56-59:

- **Supplementary Standards (SS) for Accessory Dwelling Units (ADUs):**
 - a) Accessory dwelling units may only be situated on a lot on which a principal residential dwelling unit is also situated and shall be clearly incidental or accessory to such principal residential structure.
 - b) No more than one accessory dwelling unit may be situated on any lot.
(NOTE: “Performance zoning” options could allow for more than one ADU per lot, indexed to larger lot size.)
 - c) Accessory dwelling units may not exceed 800 square feet of floor area.
(NOTE: 800 SF is equal to two (2) bedrooms. If the size limit was closer to 1,200 SF, this could allow 3-bedroom ADUs suitable for families or intergenerational households on one lot.)
- **Duplexes and Multi-Family require a larger min. lot size than Single-Family Detached Houses:**
This requirement potentially raises the per unit cost of housing rather than allowing more efficient use of minimum lot size. See figures 56-59.
- **Multi-Family Attached Housing is not permitted in any of the residential-only districts.** This includes the R-6 High Density Residential district.
- **Manufactured Homes are not permitted in any by-right zoning district.** They are only allowed via PMH Planned Manufactured Housing Development Conditional Zoning District Classification, mapped on one 5.25 AC site out of 7.309 sq. mi. (4,678 AC), or 0.112% of city land area

Impediments to Fair Housing Choice

See the Summary of Impediments for more detail and a list of recommendations.

1. Inadequate housing supply, both for-sale and rental
2. Inadequate supply of accessible housing options
3. Lack of housing finance options to achieve homeownership
4. Discrimination based on source of rental income and previous eviction
5. Lack of transportation
6. Lack of awareness of fair housing laws

Socio-Economic Background Data and Analysis

Population Profile

The City of Hendersonville has 13% of the County population and its population density is six times that of Henderson County's population density.

	City of Hendersonville	Henderson County
Total Population	15,137	122,907
Percent of Total County	12%	n/a
Density/Sq. Mi.	2,074	330

Figure 1: City of Hendersonville and Henderson County Population Comparison

Source: City of Hendersonville, 2016 - 2020 ACS 5-Year Data Profile; Henderson County, 2021 18-County Bowen Report

Racial and Ethnic Profile

The City of Hendersonville has a proportionally larger non-White population than Henderson County.

	City of Hendersonville	Henderson County
Total Population	15,137	122,907
White Alone	13,018	94,914
Percent White	86%	77%
Black or African American Alone	1,211	3,224
Percent African American	8%	3%
Asian Alone	182	1,022
Percent Asian	1%	1%
Some Other Race Alone	1,665	5,561
Percent Some Other Race Alone	11%	5%
Two or More Races	303	2,019
Percent Two or More Races	2%	2%

Figure 2: City of Hendersonville and Henderson County Population by Race Comparison

Source: City of Hendersonville, 2016 - 2020 ACS 5-Year Data Profile; Henderson County, 2021 WNC 18-County Bowen Report

Racial and Ethnic Concentrated Areas of Poverty

Census Tracts 9311, 9312, and 9313 within the City of Hendersonville generally show an overlap for Racial and Ethnic Concentrated Areas of Poverty as show in the following maps.

	Population by Poverty Status			Income at or below poverty level			Total Population	Overall Population by Poverty Status	
	<18	18 to 64	65+	<18	18 to 64	65+		Number	Percent
City of Hendersonville	1,124	1,064	391	6,736	2,255	1,468	15,137	2,861	18.90%
Henderson County	3,850	6,711	11,847	17,872	56,656	26,527	122,907	12,408	10.1%

Figure 3: Poverty Figures for City of Hendersonville and Henderson County
Source: City of Hendersonville, S1701, Poverty Status in Last 12 Months, 2020: ACS 5-Year Estimates Subject Tables; Henderson County, 2021 WNC 18-County Bowen Report

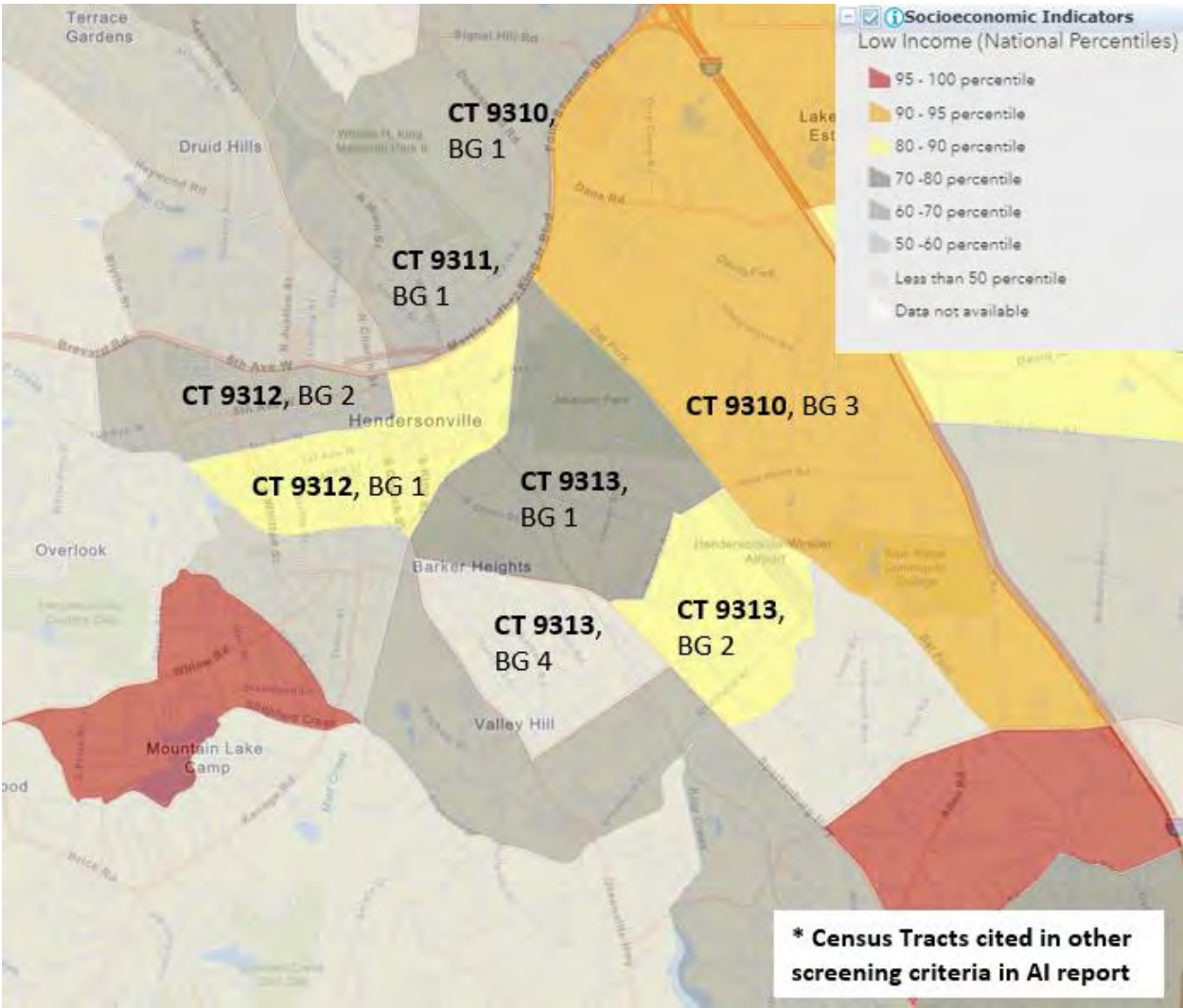


Figure 4: Low-Income Areas by Block Group
Source: <https://ejsscreen.epa.gov/mapper/>, 2015-2019 ACS

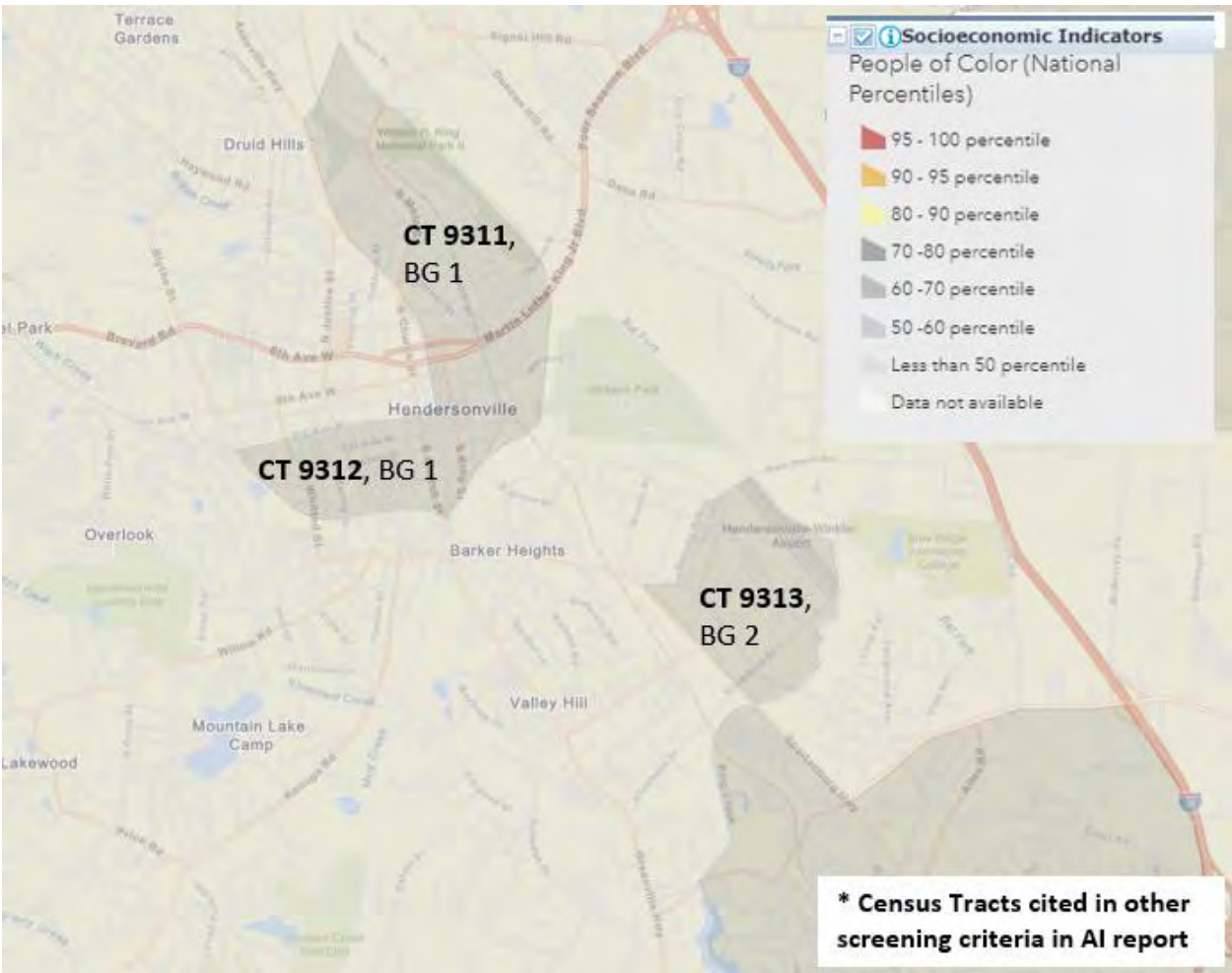


Figure 5: Relative Concentrations of People of Color by Block Group
Source: <https://ejsscreen.epa.gov/mapper/>, 2015-2019 ACS

Age Profile

The City of Hendersonville’s population skews slightly older than Henderson County as whole, with the City having a higher median age of 51.2 and a higher percentage of people 65 Years and Older.

	City of Hendersonville	Henderson County
Total Population	15,137	122,907
Under 18 Years	2,679	22,984
Percent Under 18	17.7%	18.7%
18-64 Years	7,886	67,476
Percent 18-64 Years	52.1%	54.9%
65 Years and Older	4,571	32,447
Percent 65 Years and Older	30.2%	26.4%
Median Age	51.2	47.6

Figure 6: Age Profile for City of Hendersonville and Henderson County
Source: City of Hendersonville and Henderson County, S0101, Age and Sex, 2020: ACS 5-Year Estimates Subject Tables

Household and Family Profile

The City of Hendersonville has a higher rate (8.0%) of Single-Female Parent Households than Henderson County as whole (6.7%). The average family size is near equal between the City and County, but the City has a smaller average household size (1.84 persons per HH) than the County (2.31 persons per HH).

	City of Hendersonville	Henderson County
Households	7,274	49,221
Family Households	2,284	25,991
Families with Children	528	7,503
Percent Families with Children	23.1%	28.9%
Single-Female Parent Families	582	1,748
Percent Single-Female Parent Families	8.0%	6.7%
Average Family Size	2.71	2.83
Average Household Size	1.84	2.31

Figure 7: Household Profile for City of Hendersonville and Henderson County

Source: City of Hendersonville and Henderson County, DP02, Selected Social Characteristics in the United States, 2019: ACS 5-Year Estimates Subject Tables (2020 data did not have Families with Children data)

Income Data

As a whole, the City of Hendersonville has less wealth, and greater poverty, than Henderson County as a whole.

	City of Hendersonville	Henderson County
Median Family Income	\$65,577	\$71,966
Median Household Income	\$41,185	\$58,928
Per Capita Income	\$29,647	\$32,306
Poverty Rate	18.9%	11.0%

Figure 8: Income Data for City of Hendersonville and Henderson County

Source: City of Hendersonville and Henderson County, B19113 MEDIAN FAMILY INCOME IN THE PAST 12 MONTHS (IN 2020 INFLATION-ADJUSTED DOLLARS), ACS 2016-2020

Housing Profile

The City of Hendersonville has slightly lower overall housing vacancy rate (10.7%) than Henderson County as a whole (12.6%), while both the City and County show a housing supply shortage in terms of Housing Units per Capita (i.e. 0.55 housing units available for an Average Household Size of 1.84 persons in City; 0.46 housing units available for an Average Household Size of 2.31 persons in the County).

	City of Hendersonville	Henderson County
Total Housing Units	8,371	56,434
Regional Housing Share	3.9%	26.2%
Occupied Housing Units	7,472	49,317
Percent Occupied	89.3%	87.4%
Vacant Housing Units	899	7,117
Percent Vacant	10.7%	12.6%
Housing Density / Sq. Mi.	1,147	151
Housing Units per Capita	0.55	0.46

Figure 9: Housing Profile for City of Hendersonville and Henderson County
Source: City of Hendersonville and Henderson County, H1, Occupancy Status, DEC Redistricting Data (PL 94-171)

The Bowen HNA showed much lower vacancy rates across the entire county depending on housing type. In a survey of 35 multi-family rental housing projects, only market rate had any available units.

Surveyed Multifamily Rental Housing Henderson County				
Project Type	Projects Surveyed	Total Units	Vacant Units	Occupancy Rate
Market-rate	18	1,101	44	96.0%
Tax Credit	8	333	0	100.0%
Tax Credit/Government-Subsidized	1	36	0	100.0%
Government-Subsidized	8	592	0	100.0%
Total	35	2,062	44	97.9%

Figure 10: Comparison of Multi-Family Rental Housing
Source: 2020 Asheville, NC Region housing Needs Assessment, Bowen National Research

The supply of for-sale housing priced below \$100,000 makes up only 0.6% of the market share, while housing between \$100-\$200k is only 7.9% of the market. The greatest market share is for housing over \$500k (34.4%).

	Available Owner For-Sale Housing by Price Point					
	Henderson County			Region		
List Price	Median Price	Units	Share	Median Price	Units	Share
<\$100,000	\$72,500	4	0.6%	\$86,750	28	1.0%
\$100,000 - \$199,999	\$165,000	54	7.9%	\$169,000	202	7.3%
\$200,000 - \$299,999	\$259,900	134	19.5%	\$259,000	531	19.3%
\$300,000 - \$399,999	\$349,000	145	21.1%	\$350,000	563	20.5%
\$400,000 - \$499,999	\$450,000	113	16.5%	\$450,000	427	15.5%
\$500,000+	\$699,000	236	34.4%	\$777,500	1,000	36.4%

Figure 11: Available For-Sale Housing
Source: 2020 Asheville, NC Region housing Needs Assessment, Bowen National Research

Persons with Disabilities

The City of Hendersonville shows higher percentages of people with disabilities across most ages compared to Henderson County as a whole.

	City of Hendersonville	Henderson County
Total Population	17.0%	14.8%
Age Under 5 Years	0.0%	1.0%
Age 5-17 Years	7.5%	5.9%
Age 18-64 Years	21.1%	19.5%
Age 65 Years and Over	65.7%	63.9%

Figure 12: Percentage of Age Cohorts with Disabilities, City of Hendersonville Compared with Henderson County
Source: City of Hendersonville and Henderson County, S1810, Disability Characteristics; Henderson County, 2021 WNC 18-County Bowen Report

Analysis to Determine Disproportionate Housing Needs

This section mirrors the format used in the 2020-2024 Consolidated Strategic Housing & Community Development Plan, City of Asheville and The Asheville Regional Housing Consortium, November 2020 (herein referred to as “Bowen Report 2020”).

Updated information, where available, is included and noted from Housing Needs Assessment, Western North Carolina 2021, by Bowen National Research (aka 18-County Bowen Report; hererin referred to as “Bowen Report 2021”).

Housing Problems (Households with One of the Listed Needs)

While the Asheville Regional Housing Needs Assessment did not evaluate the combination of housing problems and various demographics, it did evaluate the number of households by tenure experiencing one or more of the following housing problems: lacking complete indoor plumbing or kitchen facilities, overcrowded households, severe overcrowded households, cost burdened households, and severe cost burdened households. The table below highlights these issues within Henderson County.

Housing Issues by Tenure, Henderson County, 2020				
Housing Issue	Renter-Occupied		Owner-Occupied	
	Number	Percent	Number	Percent
Incomplete Plumbing (bathroom) or Kitchen	138	1.0%	224	0.6%
Overcrowded (1.01+ persons per room)	502	3.8%	659	1.8%
Cost Burdened (>30% of income spent on housing)	6,196	46.8%	6,784	19.6%
Severe Cost Burdened (>50% of income spent on housing)	2,472	18.7%	2,754	8.0%
Pre-1970 Product (assumes presence of lead paint)	3,795	28.9%	6,713	18.6%

Figure 13: Housing Issues by Tenure, Henderson County, 2020.
Source: 2020-2024 Consolidated Strategic Housing & Community Development Plan, City of Asheville and The Asheville Regional Housing Consortium, November 2020; Bowen Report 2021.

Looking at Henderson County as a whole, People of Color (with the exception of Asians) are more likely to be renters than owners.

Homeownership Rates

Occupied Housing Units	48,281
MOE	+/- 623
White	Own (76.3%) - Rent (23.7%)
Black	Own (39.4%) - Rent (60.6%)
Hispanic	Own (42.9%) - Rent (57.1%)
Native American	Own (16.8%) - Rent (83.2%)
Asian	Own (68.4%) - Rent (31.6%)

Figure 14: Homeownership Rates for Henderson County
Source: Racial Disparity in the Land of Sky Region (Esri Story Map), Land of Sky Regional Council, Homeownership rates (derived from ACS 2018 5 Year estimates, <https://storymaps.arcgis.com/stories/4378eb31075b4732ab90c28d0cf538cb>)

Populations with Disproportionate Needs

Blind & Disabled Population

In addition to households facing physical housing conditions (i.e. incomplete plumbing, lead paint, etc.) and cost-burdens, another set of households with housing needs is the blind and disabled community, whose housing needs include principles of Universal Design (i.e. low/no-step entries, wider hallways, lower countertops, walk-in showers, etc.).

	Total Disabled Population by SSI Recipient Status, Henderson County
Noninstitutionalized Disabled Population	17,471
Total Blind & Disabled* 2018 SSI Recipients	1,579
Payment	\$899
Source: ACS S1810 2017 5-Year Estimates; 2018, Social Security Office of Retirement & Disability Policy	
*Blind & Disabled separated because the blind can earn up to \$2,040 and other disabled only \$1,220 per month, while still qualifying for disability benefits.	

Figure 15: Summary of Persons with Disabilities and SSI Average Income, Henderson County
Source: 2020-2024 Consolidated Strategic Housing & Community Development Plan, City of Asheville and The Asheville Regional Housing Consortium

A blind and disabled population of 1,579 might not seem like a large population, but considering that Henderson County only has 27 Accessible Housing Units, this poses a large Persons-in-Need to Available-Housing ratio (see Figure 11, below). There is only one unit per 58 people (assuming 1-person HH), or only one unit per 29 people (assuming 2-person HH).

	Total Number of Accessible Units	Total Number, Blind & Disabled Persons	Ratio of People in Need to Units, 1-person HH	Ratio of People in Need to Units, 2-person HH
Henderson County	27	1,579	58	29

Figure 16: Ratios of Blind/Disabled Persons to Accessible Units

Source: 2020-2024 Consolidated Strategic Housing & Community Development Plan, City of Asheville and The Asheville Regional Housing Consortium

Victims of Domestic Violence

Victims of domestic violence often need flexible housing options, both in terms of number of bedrooms and housing type (for children, pets, etc.) and in terms of duration of stay (some victim only need short-term housing less than 30 days, while others need a longer stay).

Domestic Violence Program Statistics 2018-2019			
	Total Persons Receiving Shelter Services (Referred to area shelters)	Total Persons Non-Residential Services	Total Calls Received
Henderson County	239 (74)	2,418	607

Figure 17: Domestic violence program Statistics

Source: 2020-2024 Consolidated Strategic Housing & Community Development Plan, City of Asheville and The Asheville Regional Housing Consortium

As of 2016-2019, Mainstay, was identified as a primary resource for domestic violence victims in Henderson County, with a limited capacity compared to the volume of people needing its services. For example, the shelter had only 36 beds, while double that number of persons were referred to area shelters (74 persons). This points to an unmet need for temporary housing options for this and other in-transition populations.

Housing Provider	Total Population Served	Total Beds	Average Length of Stay (Days)
Mainstay (Henderson County)	137	36	81

Source: Mainstay 2016-2017 Annual Report

Figure 18: Housing options available to victims of domestic violence

Source: 2020-2024 Consolidated Strategic Housing & Community Development Plan, City of Asheville and The Asheville Regional Housing Consortium

Mental Illness

Henderson County's ratio of persons unable to obtain needed mental health services in the past year (9.8%) is slightly lower than the 4-county regional average (10.28%). Still, Henderson County's rate is more than double Madison County's rate (4.0%) of and almost the rate of Transylvania County (11.60%), yet these two counties have significantly smaller overall populations than Henderson County.

	Persons Served in Area Mental Health Programs	Total Beds in Licensed Mental Health Facilities	Ratio of Persons Unable to Obtain Needed Mental Health Services in Past Year	Average Ratio of Persons Unable to Obtain Needed Mental Health Services in Past Year
Asheville/Buncombe County	7,034	732	16.30%	10.28%
Henderson County	1,916	127	9.20%	
Madison County	869	47	4.00%	
Transylvania County	1,171	115	11.60%	
Overall Total	10,990	1,021	n/a	

Source: North Carolina Office of State Budget and Management (2018); Mental Health Facilities (G.S. 122 C) Licensed by the State of North Carolina (2019); 2018 WNC Healthy Impact Community Survey

Figure 19: Mental health services

Source: 2020-2024 Consolidated Strategic Housing & Community Development Plan, City of Asheville and The Asheville Regional Housing Consortium

Frail Elderly

Studies have shown that approximately 10% of those over the age of 65 have symptoms of physical frailty. According to The Cleveland Clinic, persons exhibiting frailty are defined as having at least three of these five characteristics: shrinking/weight loss, physical exhaustion, muscle weakness, decline in walking speed, and low physical activity.

Unlike the larger 18-County WNC Region, Henderson County's household growth for Households Ages 65+ outpaced population growth from 2010-2020. If this trend continues, Henderson County will need flexibility for housing types that can serve smaller household sizes.

	Year			Year		
	2010 Census	2020 Census	2025 (Projected)	2010 Census	2020 Census	2025 (Projected) *
Population	162,378	219,710	255,615	22,684	30,025	34,932
Population Change		57,332	35,905		7,341	
Percent Change		35.3%	16.3%		32.4%	16.3%
Households	105,428	137,341	157,774	13,856	18,903	21,715
Household Change		31,913	20,403		5,047	
Percent Change		30.3%	14.9%		36.4%	14.9%

*Assumes 18-County WNC Region average population growth of 16.3% and household growth of 14.9% applied as trendline to Henderson County Population and Households Ages 65+.

Figure 20: Population and household growth for Ages 65+

Source: S0103, Population 65 Years and Over in the United States, 2020: ACS 5-Year Estimates Subject Tables; Bowen Report 2021, Appendix F

As the overall population of elderly is projected to increase, the number of frail elderly persons that require housing will likely increase as well. In a recent survey scan of the county, only 592 housing units for Seniors 55+ were identified.

Location	Number of Senior Units 55+ (Surveyed Properties)	Number of Senior Units 55+ (Properties Not Surveyed)	Total Number of Senior Units
Henderson County	568	24	592

Source: Bowen National Research

Figure 21: Senior Units for Ages 55+
Source: Bowen Report 2021, Appendix F

Ex-Offender Re-Entry Population

The North Carolina Department of Public Safety estimates that over 20,000 people are released from prison every year in the state. As such, ex-offenders re-entering society often face many challenges associated with housing, job availability and social services. And although three other WNC counties (see below) have similar inmate release percentages, Henderson County has a significantly higher population than these counties and thus an overall greater demand for a limited housing supply.

Housing options for ex-offenders generally consist of agencies and organizations that provide transitional housing for prisoners that are near or at the end of serving their prison sentences. According to the Center for Community Transitions, at least 95% of people who enter prison will be released. In addition to the Center for Community Transitions, other organizations that offer transitional housing programs to ex-offenders include Goodwill Industries, Exodus Homes/United Way, and LINC Incorporated.

The Goodwill Project Re-entry program, in partnership with the Piedmont Triad Regional Council, provides employment and job training services to ex-offenders to assist with transition to civilian life. Assistance with re-entry generally starts within 30 days of a prisoner's release date. This re-entry program is currently being offered in Buncombe and Henderson counties within the region.

Inmate Release by County of Conviction (2020)		
County	Number	Percent
Buncombe	489	22.1%
Henderson	279	12.6%
Burke	239	10.8%
Rutherford	236	10.7%
McDowell	227	10.3%

Source: NC Department of Public Safety

Figure 22: Inmate release by county of conviction (2020)
Source: Bowen Report 2021, Appendix F

Analysis to Determine the Nature and Extent of Discrimination

Analysis of the Level of Segregation and Spatial Isolation

Census Tracts 9311 and 9312 within the City of Hendersonville have significantly higher Black or African-American populations than the city as a whole. Census Tract 9313 is partially within the City of Hendersonville's city limits (i.e. the Barker Height area is in Unincorporated Henderson County, per Figure22) and has a significantly higher Hispanic or Latino population than the city as whole. Additionally, all three Census Tracts for these populations are contiguous to one another.

City of Hendersonville	Census Tract 9311 Henderson County, North Carolina (37089931100)	Census Tract 9312 Henderson County, North Carolina (37089931200)
Percent Black or African American alone: 8	Percent Black or African American alone: 16.6	Percent Black or African American alone: 12.2
Total Black or African American alone: 1,211	Total Black or African American alone: 385	Total Black or African American alone: 279
Total Population: 15,137	Total Population: 2,324	Total Population: 2,291

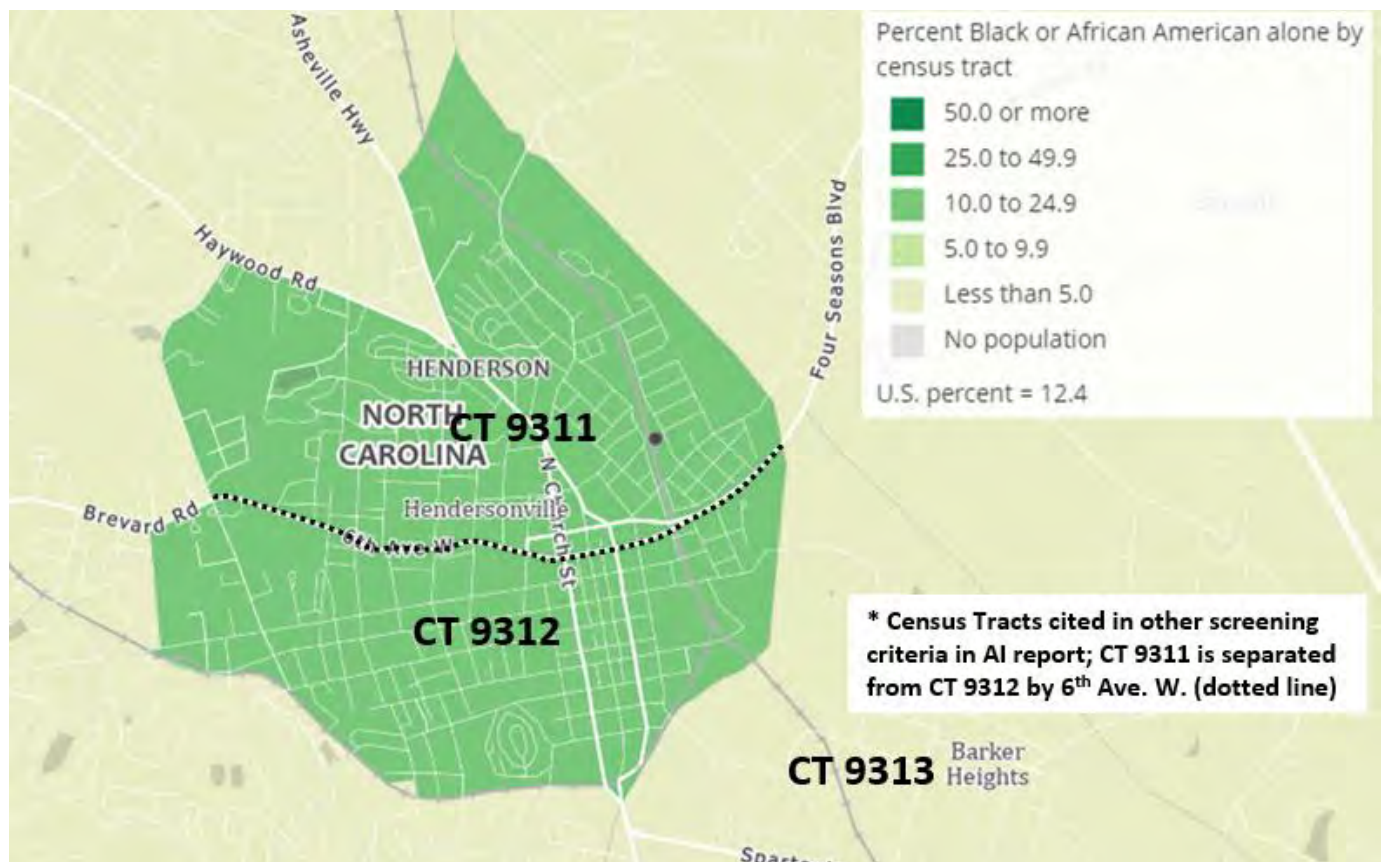


Figure 23: Black or African-American concentrated population within City of Hendersonville
Source: 2020 Census Demographic Data Map Viewer, 2020 Decennial Census

City of Hendersonville	Census Tract 9313 Henderson County, North Carolina (37089931300)*
Percent Hispanic or Latino: 7	Percent Hispanic or Latino: 30.0*
Total Hispanic or Latino: 1,059	Total Hispanic or Latino: 1,215*
Total Population: 15,137	Total Population: 4,055
* Over half of this Census Tract is outside of the city limits of the City of Hendersonville (generally following Spartanburg Hwy.), so the percent and actual number of Hispanic or Latino	

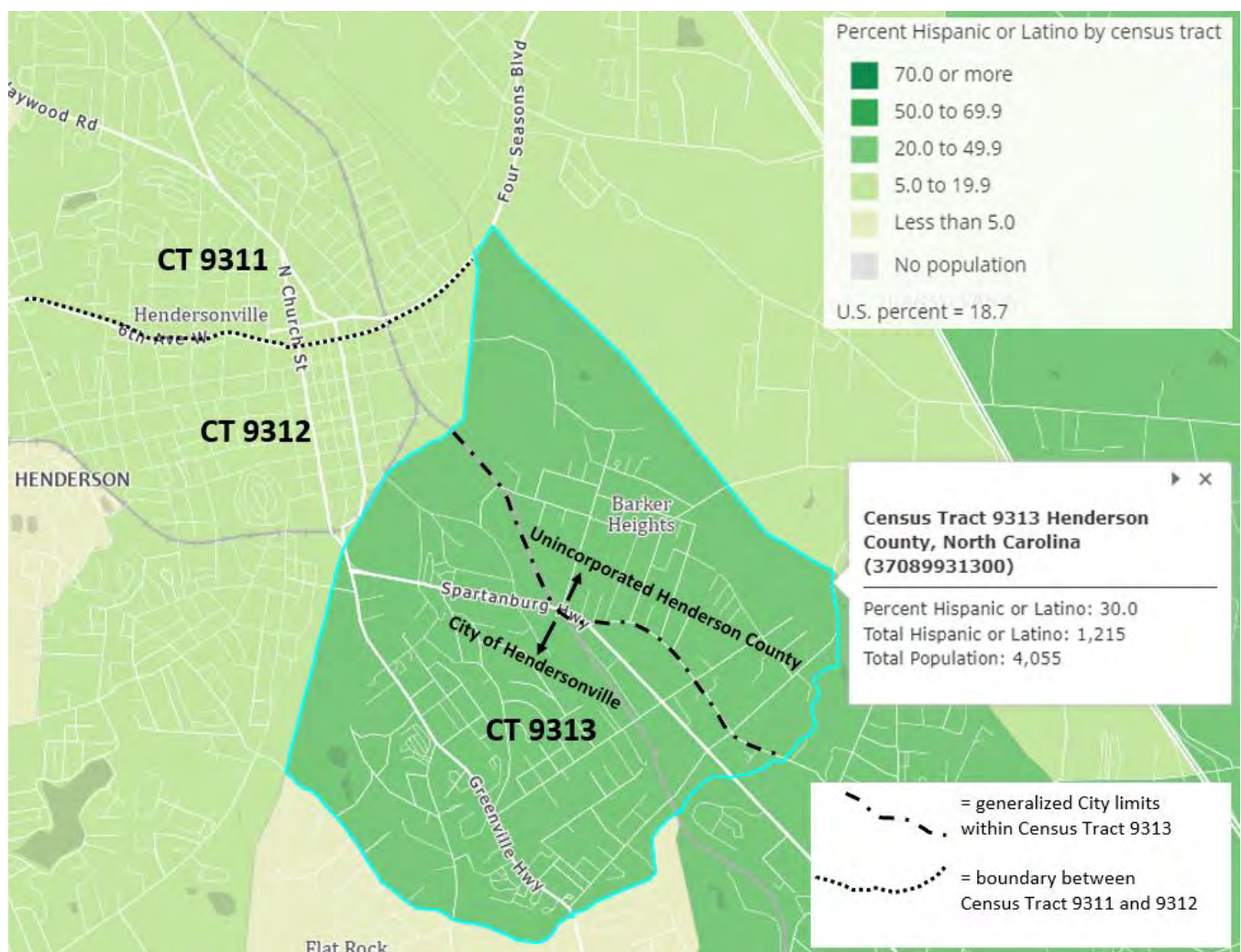


Figure 24: Hispanic or Latino concentrated population within City of Hendersonville
Source: 2020 Census Demographic Data Map Viewer, 2020 Decennial Census

North Carolina Department of Commerce, County Tier Ranking

The North Carolina Department of Commerce annually ranks the state's 100 counties based on economic well-being and assigns each a Tier designation. This Tier system is incorporated into various state programs to encourage economic activity in the less prosperous areas of the state.

The 40 most distressed counties are designated as Tier 1, the next 40 as Tier 2 and the 20 least distressed as Tier 3. **Henderson County is a Tier 3 (least distressed) county.**

Historical Incidences that Contribute to Current Housing Patterns

History of Public Policy Decision on Segregation Within the Community

The City of Hendersonville, like much of the rest of North Carolina, practiced de facto (societally-practiced) and de jure (government-sanctioned) racial segregation until the mid-1960s, with separate community facilities such as schools and public housing for whites and African-Americans.

The current Hendersonville Middle School was historically "The Ninth Avenue School", which was a segregated school for African-American students from 1951-1965 (see Figure 23); schools were officially desegregated in 1965. The school location is within Census Tract 9311, which has a 16.6% African-American population compared the larger City's 8% African-American population.

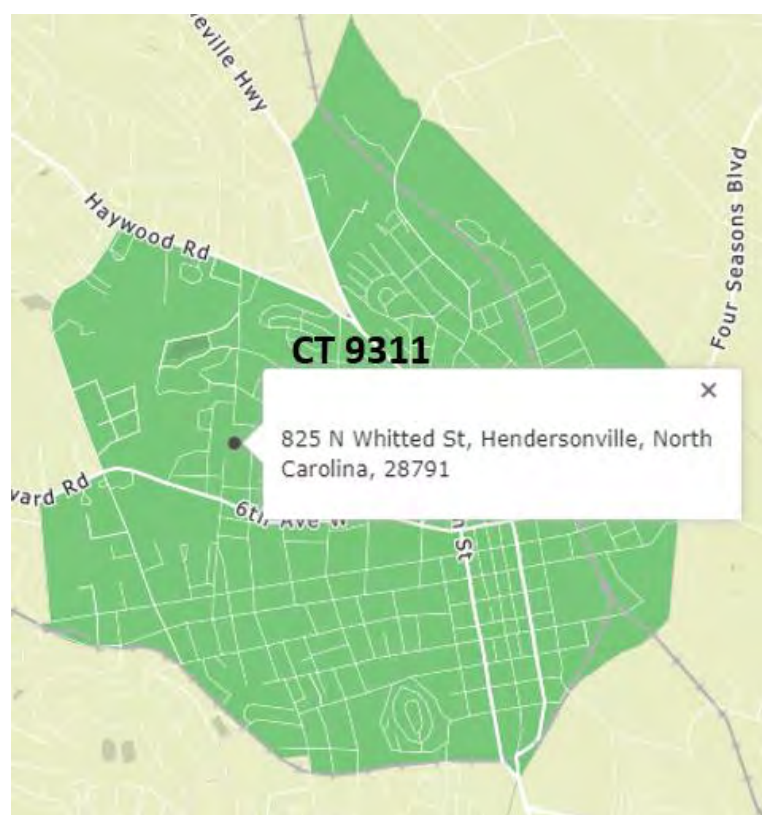


Figure 25: Location of the current Hendersonville Middle School and former location of "The Ninth Avenue School", a segregated school for African-Americans from 1951 until 1965, when official desegregation occurred.

Source: "Students Explore School's History with "Ninth Avenue School Day"

<https://www.hendersoncountypublicschoolsnc.org/blog/2020/02/14/students-explore-schools-history-with-ninth-avenue-school-day/>

Several blocks south of “The Ninth Avenue School”, but still contiguous via Census Tract 9312 (12.2% African- American vs. the larger City’s 8% African-American population), “The Landina Guest House served as a location where African-Americans could rent a room during segregation with a private bath and meals,” a memorandum from City Manager John Connet to the City Council said. “The house was listed in the 1960-1961 Negro Motorist Green Book.”

Operated by Hollis and Ozzie Landrum, the brick home at 710 First Avenue West was new when it served as a refuge for black travelers who were often turned away by segregated lodging businesses. The home was built in 1955 during an era when many Southern states, including North Carolina, retained and strengthened racial segregation laws amidst the larger Civil Rights movement.

The geographic areas encompassing today’s Census Tracts 9311 and 9312 were most likely subject to “redlining”, the restriction of mortgage lending based on race and class, by the Federal Housing Administration (FHA) beginning in 1934. This report’s authors found no official documentation (in map or text) of redlining for the City of Hendersonville, but given the prevalence of redlining across the state (Asheville, Winston-Salem, Charlotte, Greensboro, and Durham have documented maps³), this practice most likely influenced real estate development and the location and availability of housing in these geographic areas until the 1960s (U.S. Civil Rights Act of 1964 and Fair Housing Act of 1968).



Figure 26: Location of home historically listed in “Negro Motorist Greenbook”; current Census Tract 9312 Henderson County, North Carolina (37089931200)

Source: <https://www.hendersonvillelightning.com/news/11285-first-avenue-home-listed-in-greenbook-to-get-historic-marker.html>

³ <https://dsl.richmond.edu/panorama/redlining/#loc=7/39.215/-86.451>

Discrimination in the Rental Market

Zoning Requirements That Have the Effect of Limiting the Availability of Rental Units

None of the City of Hendersonville’s residential-only zoning districts (i.e. R-6 High-Density Residential district) allow Attached Multi-Family housing as Permitted Use. This effectively limits the location and supply of multi-family housing. See *Examination of Public Policy and Programs, Zoning and Land Use Policy, Figure 48* for more information regarding these zoning restrictions.

Location of Rental Units Within Areas of Minority Concentration

The Census Block Groups highlighted below generally correspond with Census Tracts that have minority population concentrations (Census Tract 9311 and 9312 for Black or African-American; Census Tract 9313 for Hispanic or Latino) cited elsewhere in this report.

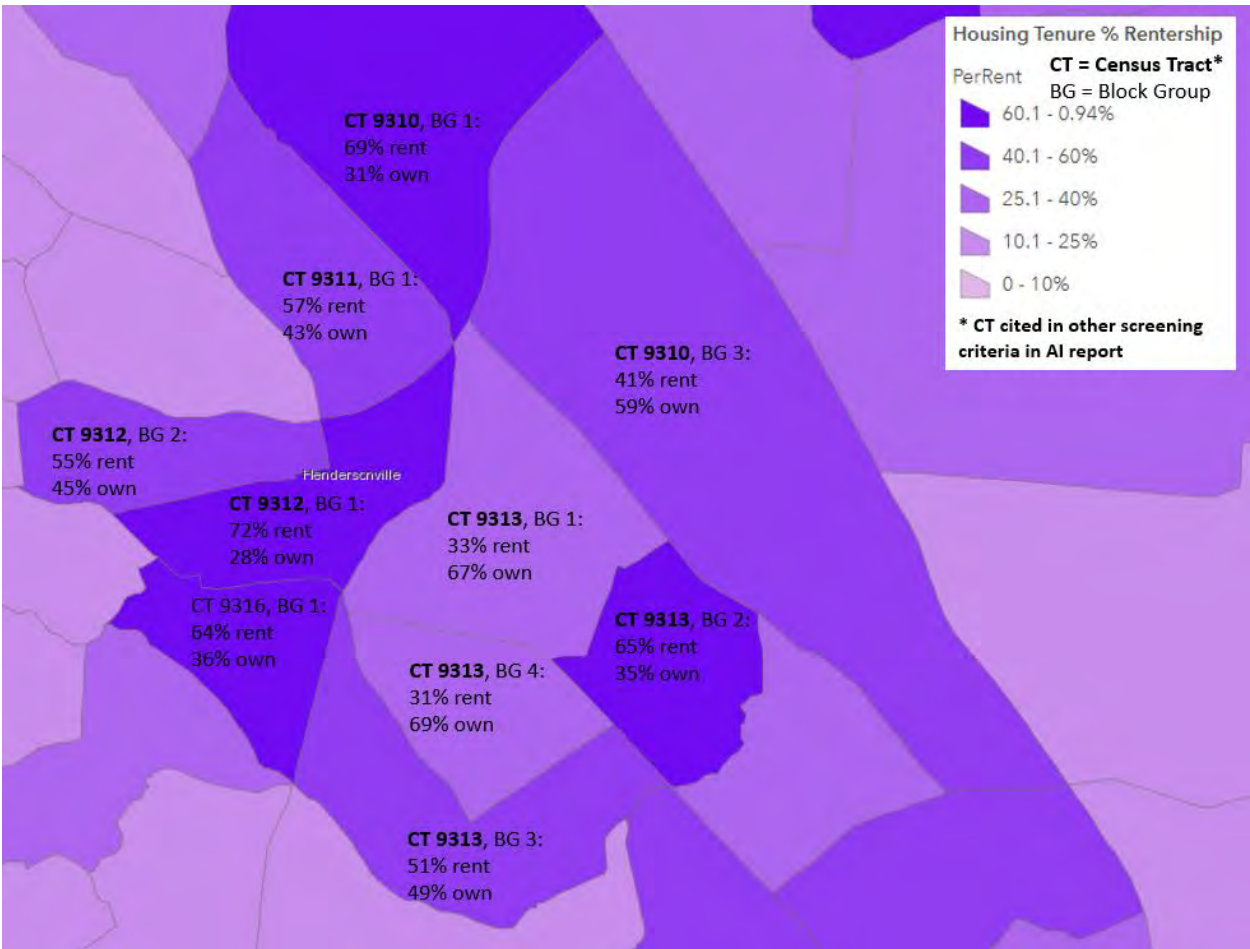


Figure 27: Percent Rental vs. Ownership in Census Block Groups, City of Hendersonville and adjacent areas of Unincorporated Henderson County.

Source: 2020: ACS 5-Year Estimates

Location of Public Housing and Other Government-Subsidized Housing

The City of Hendersonville Housing Authority has two Developments that it manages, Henderson Heights and RTS South. These properties consist of 375 units ranging from OBR to 5BR apartments for low, very low, and moderate income families. Apartments are scattered throughout the City of Hendersonville with 2 elderly-disabled communities in surrounding Henderson County.

Figure 31: Location of Public Housing and Government-Subsidized Housing

Source: <https://egis.hud.gov/cpdmmaps/> 29 (see following pages) highlights the location of several units of public housing and other government-subsidized housing within Census Tracts 9311, 9312, and 9313, all identified as having higher concentrations of minority populations.

The HUD PHA (Public Housing Agency) code for the City of Hendersonville Housing Authority is NC027 and the HUD code for WNCSource (see below) is NC140. Currently, 651 Section 8 vouchers are in use in the WNC Source (WNC Community Action, Inc.) service area (Transylvania, Henderson Counties). On January 1st, 2022, Western Carolina Community Action changed its name to [WNCSource](#).

Housing Authority:		NC027 Hendersonville Housing Authority	
General HA Details			
HA Program Type:		Low-Rent	
HA Fiscal Year End:		09/30	
Last Update:		04/21/2022	
HA Inventory Details			
Low Rent Inventory Information			
Status		Developments	Units
In Management		2	0
In Development		0	0
Total		2	0
Housing Authority:		NC140 WNC Source	
General HA Details			
HA Program Type:		Section 8	
HA Fiscal Year End:		06/30	
Last Update:		04/16/2022	
HA Inventory Details			
Section 8 Inventory Information			
Increments		Units	
2		651	

Figure 28: Screenshots from HUD Inventory Management/Public Housing Information Center (IMS/PIC)
Source: <https://pic.hud.gov/pic/haprofiles/haprofiledetails.asp>

NC140	WNC Source Phone: (828)693-1711 Fax: (828)697-4277 Email: ewhitten@wncsource.org	220 King Creek Blvd. Hendersonville NC , 28792	Section 8
NC027	Hendersonville Housing Authority	203 N JUSTICE Street	Low-Rent

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
	Phone: (828)692-6175 x16 Fax: (828)693-0601 Email: dbrow@hendersonvilleha.org	HENDERSONVILLE NC , 28739	

Figure 29: PHA Code and Contact Info for Hendersonville Public Housing Agencies (PHAs)
Source: https://www.hud.gov/sites/dfiles/PIH/documents/PHA_Contact_Report_NC.pdf

Use of Vouchers and Section 8 Certificate Holders

The dashboard screenshot below provides a summary highlight of Vouchers/Section 8 use in the City of Hendersonville.

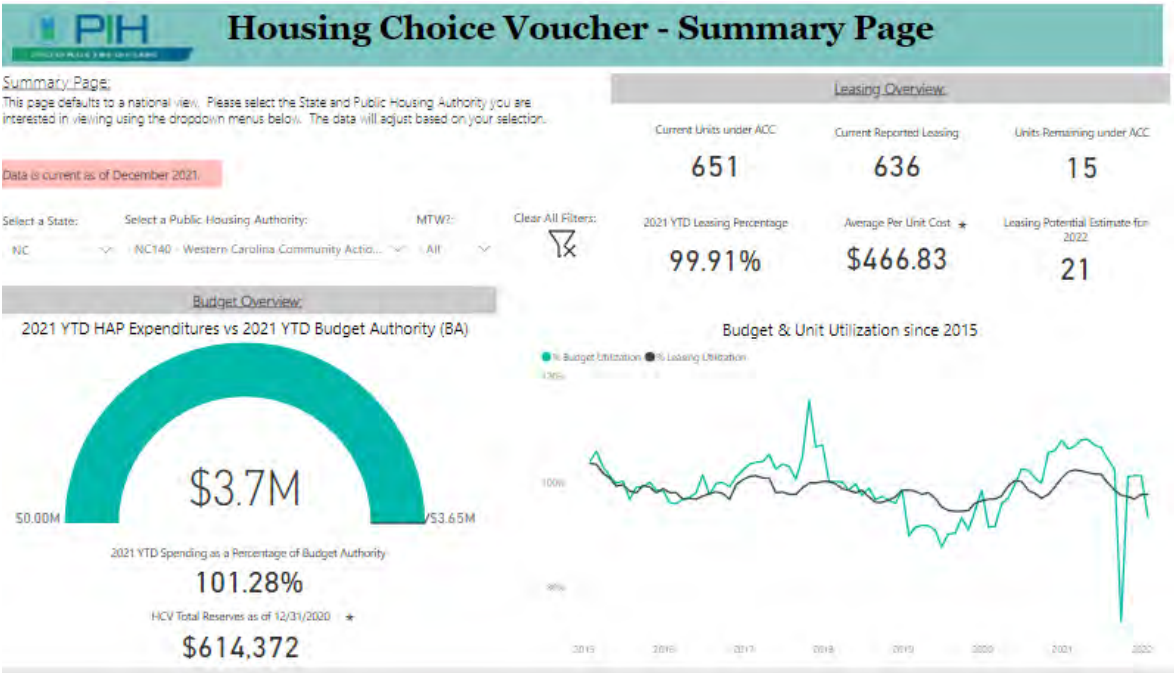


Figure 30: Housing Choice Voucher - Summary Page (for NC140, NCSOURCE)
Source: https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/dashboard

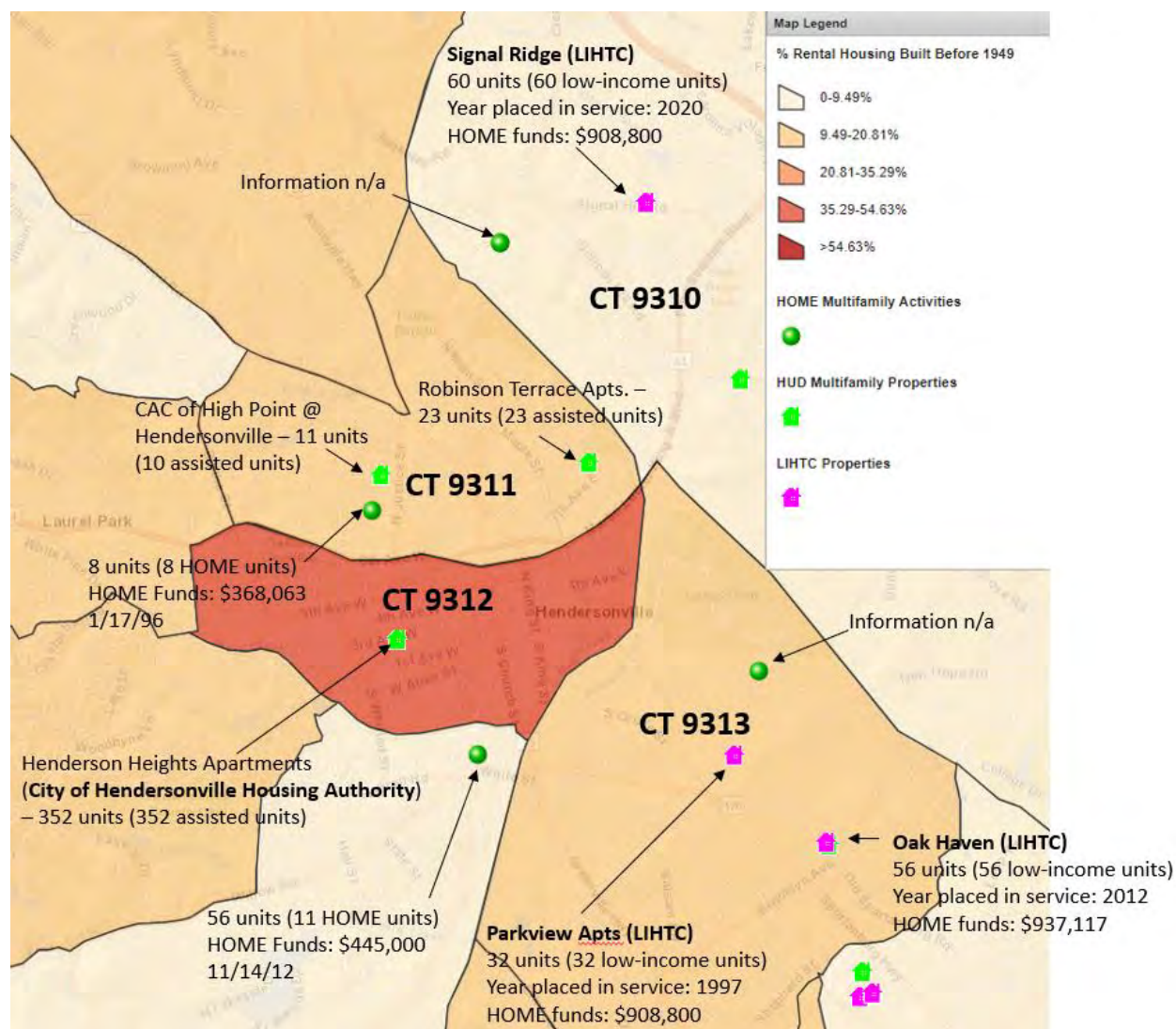


Figure 31: Location of Public Housing and Government-Subsidized Housing
Source: <https://egis.hud.gov/cpdmaps/>

Data from the North Carolina Human Relations Commission (NCHRC), 2016-2021

The following summarizes the fair housing discrimination complaints that were filed with the NCHRC or the U.S. Department of Housing and Urban Development (HUD) and the results of their investigations from July 1, 2016 to June 30, 2021 in Hendersonville County:

- July 1, 2016 to July 30, 2017: No fair housing discrimination complaints filed.
- July 1, 2017 to June 30, 2018: There were **two (2) fair housing discrimination complaints** filed with the NCHRC and HUD in Hendersonville County. *(See below/following page)* Only one (1) complaint was filed within the City of Hendersonville.

<u>NCHRC and HUD Case Number/ City Subject Property is Located</u>	<u>Basis(es)</u>	<u>Issues</u>	<u>Date Case Filed</u>	<u>Date Case Closed</u>	<u>Results of Case Investigation</u>
NCHRC#: 16HO2050 HUD#: 04-17-8698-8 Hendersonville	Race (White); Familial Status (Families with Children)	-Discriminatory advertising, statements, and notices -Discriminatory terms, conditions, privileges, or services and facilities	09/15/2017	03/09/2018	Complainant failed to cooperate with the investigation of the complaint.

- July 1, 2018 to June 30, 2019: No fair housing discrimination complaints filed.
- July 1, 2019 to June 30, 2020: There was **one (1) fair housing discrimination complaint** filed with the NCHRC and HUD in Henderson County. This complaint was not filed within the City of Hendersonville. (i.e. filed in East Flat Rock, NC)
- July 2, 2020 to June 30, 2021: There was **one (1) fair housing discrimination complaint** filed with the NCHRC and HUD in Henderson County. This complaint was not filed within the City of Hendersonville. (i.e. filed in Mills River, NC)

Data from the “Fair Housing Project” (Legal Aid of North Carolina)

The Fair Housing Project of Legal Aid of North Carolina works to eliminate housing discrimination and to ensure equal housing opportunity for all people through education, outreach, public policy initiatives, advocacy and enforcement.

Legal Aid of North Carolina is a statewide, nonprofit law firm that provides free legal services in civil matters to low-income people in order to ensure equal access to justice and to remove legal barriers to economic opportunity.

Discrimination based on disability and race continued to account for the vast majority of housing discrimination complaints filed in North Carolina in 2019.

In 2019, a total of 160 fair housing complaints were filed statewide. Nearly two-thirds of these (98 complaints, making up 61.3% of those filed) were filed in just five counties: Durham (26), Mecklenburg (24), Wake (15), Guilford (14), and Forsyth (11). In 34 other counties, between 1 and 8 complaints were filed, while the remaining 61 counties in North Carolina did not have any fair housing complaints filed in 2019.

The most common bases for complaints filed in 2019 were disability (92 complaints filed or 57.5%), race (53 or 33.1%), national origin (21 or 13.1%), sex (20 or 12.5%), familial status (12 or 7.5%), and retaliation (12 or 7.5%).

Here’s how Henderson County compares to State averages and two counties with comparably-sized populations and demographic profiles:

State average: 37.93 complaints/100,000

Henderson County: 39 complaints / 100,000

In 2010, Brunswick County, NC (on the state's southeastern coast), had almost 80% White population vs. a 12% Non-White population, with 37 complaints filed. That same year, Henderson County, NC had an 86% White population vs. an 8% Non-White population, with 39 complaints filed.

County	Complaints Filed	2010 Population	Complaints / 100,000	White Alone	White %	Black Alone	Black %	Some Other Race	Other Race %
Brunswick	37	107,431	34.44	85,645	79.72%	11,503	10.71%	1,687	1.57%
Craven	27	103,505	26.09	69,475	67.12%	22,368	21.61%	3,230	3.12%
Henderson	39	106,740	36.54	91,734	85.94%	3,423	3.21%	5,358	5.02%

Figure 32: Comparison of NC Counties with Similar Numerical Populations to Henderson County; Henderson and Brunswick Counties have similar White/Non-White Demographic Compositions

Source: B01001, Sex by Age, 2020: ACS 5-Year Estimates Subject Table; <https://www.fairhousingnc.org/wp-content/uploads/2021/04/2020-State-of-Fair-Housing-in-North-Carolina-Final.pdf>

Discrimination in the Sales Market

Local Association of Realtors Use of an MLS Service

The Hendersonville Board of Realtors® (Henderson, Polk) uses Canopy MLS:
<https://carolinamls.happyfox.com/kb/article/66-canopy-mls-service-area/>

Local Association of Realtors Being a VAMA Signatory

In regard to Voluntary Affirmative Marketing Agreements (VAMA), this report's authors did not find any evidence of the Hendersonville Board of Realtors® (Henderson, Polk) affirmatively being a signatory to VAMA. However, the realtor association does follow the National Association of Realtors (NAR) Code of Ethics which includes the following standards:

Duties to the Public

Article 10

Realtors® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. Realtors® shall not be parties to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. (Amended 1/14)

Realtors®, in their real estate employment practices, shall not discriminate against any person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. (Amended 1/14)

Source: <https://www.hbor-nc.com/why-use-a-realtor/code-of-conduct.html>

Evidence of Protected Class Members Being Subjected to Steering or Blockbusting

This report's authors did not find any evidence in the affirmative of local real estate agents practicing steering (i.e. guiding potential buyers to certain neighborhood based on the buyer's race) or blockbusting (i.e. real estate agents provoking potential sellers to "sell cheap" based on rumors of people of a different race than the majority of current homeowners/rents moving into a given area).

Rates of Homeownership vs. Rentership

Rates of homeownership vs. rentership by race in Census Tracts 9310, 9311, 9312, and 9313 (noted in other figures in this report) are noted in the map figure below.

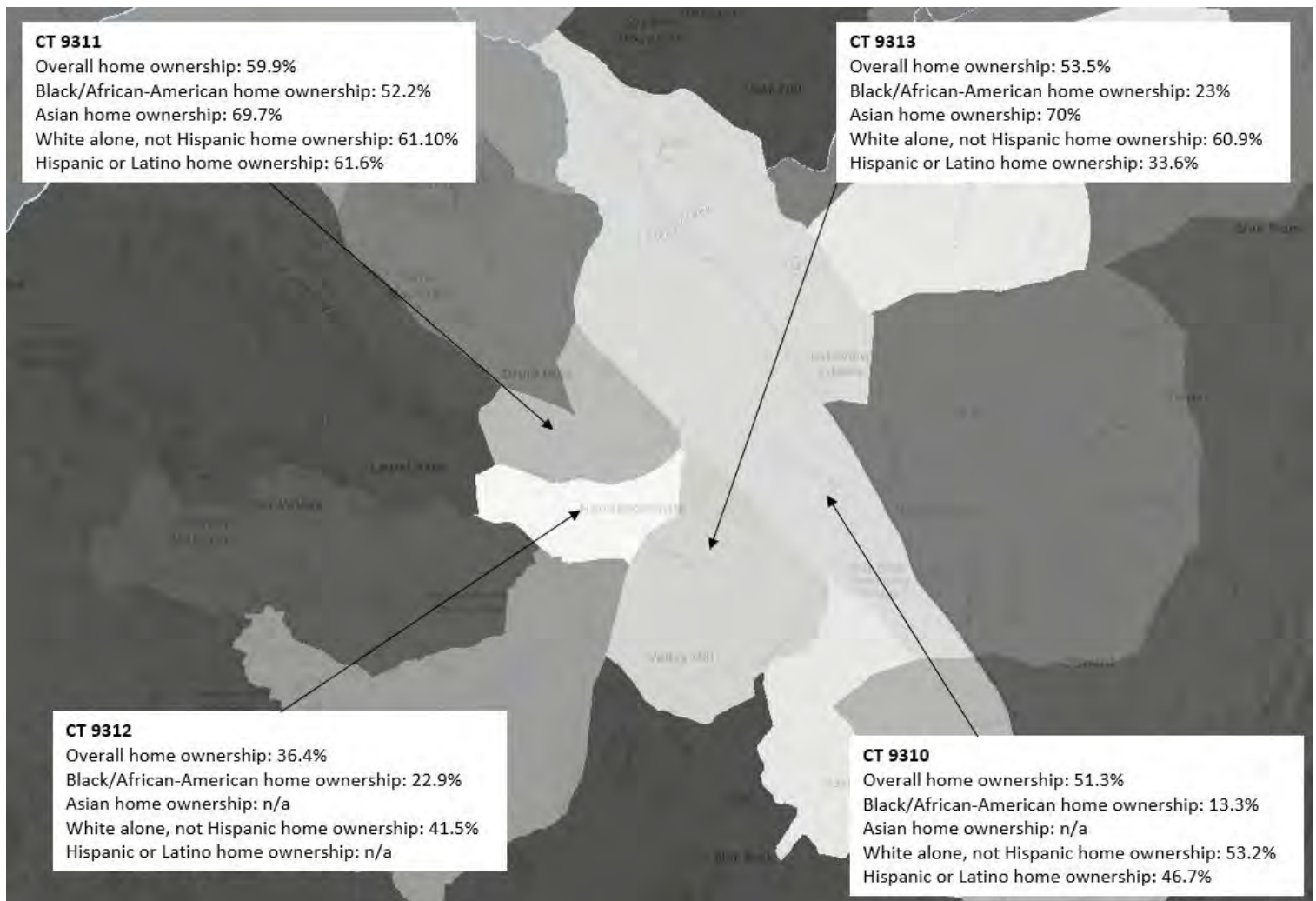


Figure 33: Percentage Rates of Homeownership by Race (Census Tracts that overlap previously highlighted Block Groups and Census Tracts for other relevant Analysis of Impediments (AI) criteria)

Source: <https://www.arcgis.com/apps/mapviewer/index.html?layers=758772702a8649b8b021e1b4ee1f6888>

Discrimination in Financing

Home Mortgage Disclosure Act Information

Looking at mortgage denial rates in 2020 by race/ethnicity, the White population of Henderson County had a denial rate (10.89%) that mirrored the Countywide rate of 10.99%. Hispanic or Latino applicants had the next highest rate of denial (18.37%), followed by Asians (20.41%), Black or African-Americans (23.08%), American Indian or Alaska Natives (23.32%) and Hawaiian Native or Pacific Islanders (30.77%). This pattern suggests that as of 2020, non-Whites in Henderson County may be anywhere from 1.5 to 3 times as likely to be denied a mortgage than Whites.

Henderson County

Race/Ethnicity	Percent of Total Loan Applications	Loan Originated	Application approved, but not accepted	Denied	Application Withdrawn by Applicant	Closed for Incompleteness
American Indian or Alaska Native	0.18%	42.11%	0%	26.32%	10.53%	21.05%
Asian	0.93%	45.92%	1.02%	20.41%	17.35%	13.27%
Black or African-American	1.48%	50.00%	2.56%	23.08%	15.38%	7.69%
Hawaiian Native or Pacific Islander	0.12%	46.15%	7.69%	30.77%	7.69%	7.69%
White	77.80%	64.38%	2.60%	10.89%	13.73%	5.36%
Hispanic or Latino	2.79%	52.72%	2.04%	18.37%		
Info not provided by applicant	18.35%	38.98%	1.97%	9.47%	12.01%	5.90%
TOTAL COUNTYWIDE	n/a	59%	2.45%	10.99%	13.45%	5.62%

Figure 34: Mortgage denial rates by race/ethnicity, Henderson County, 2020

Source: Home Mortgage Disclosure Act (HMDA), HMDA Data Browser, <https://ffiec.cfpb.gov/data-browser/>

Looking at mortgage denial rates by sex, males (14.32%) have a higher, but not significantly higher denial rate (variable by 10%) than females (12.54%) or joint applicants (couples, 9.13%).

Henderson County

Sex	Percent of Total Loan Applications	Loan Originated	Application approved, but not accepted	Denied	Application Withdrawn by Applicant	Closed for Incompleteness
Male	24.76%	59.27%	3%	14.32%	15.09%	5.91%
Female	19.85%	60.39%	2.83%	12.54%	13.85%	7.51%
Joint	41.93%	67.13%	2.36%	9.13%	13.34%	4.69%
Sex Not Available	13.87%	33.56%	1.16%	8.49%	10.27%	5.27%
TOTAL COUNTYWIDE	n/a	59%	2.45%	10.99%	13.45%	5.62%

Figure 35: Mortgage denial rates by Sex, Henderson County, 2020

Source: Home Mortgage Disclosure Act (HMDA), HMDA Data Browser, <https://ffiec.cfpb.gov/data-browser/>

Looking at mortgage denial rates by age, applicants under 25 (17.39% denial rate) are about 1.7 times more likely to be denied for a mortgage than applicants aged 65-74 (10.48% denial rate), who have the lowest denial rate. This is likely due to applicants under 25 not having significant income/savings and/or credit histories compared to people over 65, many of whom have savings and are entering retirement.

Henderson County						
Age	Percent of Total Loan Applications	Loan Originated	Application approved, but not accepted	Denied	Application Withdrawn by Applicant	Closed for Incompleteness
<25	1.75%	56.52%	4.35%	17.39%	11.96%	8.15%
25-34	13.76%	63.29%	2.00%	11.18%	14.08%	6.69%
35-44	18.57%	64.81%	1.89%	11.20%	12.74%	5.93%
45-54	17.91%	61.66%	3.02%	12.73%	13.47%	6.42%
55-64	18.20%	64.46%	2.45%	11.59%	14.09%	5.01%
65-74	16.67%	63.13%	2.68%	10.48%	14.99%	5.87%
>74	7.11%	55.94%	4.27%	12.02%	19.89%	5.87%
TOTAL COUNTYWIDE	n/a	59.00%	2.45%	10.99%	13.45%	5.62%

Figure 36: Mortgage denial rates by Sex, Henderson County, 2020

Source: Home Mortgage Disclosure Act (HMDA), HMDA Data Browser, <https://ffiec.cfpb.gov/data-browser/>

Local Financial Institutions Funding Housing Projects

Local financial institutions in Hendersonville have supported the development of affordable housing. In February 2006, the Federal Home Loan Bank of Atlanta's Affordable Housing Program (AHP) coordinated with HomeTrust Bank (headquartered in Asheville, with branches in Henderson County) for 20 units of affordable housing.

Shuey Knolls Homes (NOTE: Not in City of Hendersonville:

<https://www.neighborhoods.com/shuey-knolls-hendersonville-nc>)

Hendersonville, NC

Member: HomeTrust Bank

Sponsor: Henderson County Habitat for Humanity

Grant: \$120,000 for 20 units

<https://www.globenewswire.com/en/news-release/2006/02/14/339447/2953/en/North-Carolina-to-Receive-3-2-Million-for-Affordable-Housing.html>

Other local financial institutions that have supported Housing Assistance Corporation (Henderson County include United Community Bank and First Citizens Bank. (Source: <https://www.housing-assistance.com/new-page-1>)

Discrimination in the Building and Construction Industry

Local Building Code inclusion of Requirements of the Federal Fair Housing Act

The City of Hendersonville and Henderson County adhere to the North Carolina State Building Code (International Code Council) and the North Carolina Fair Housing Act,⁴ which addresses accessibility requirements and design standards.

⁴A Quick Guide to the Design & Construction Standards of the North Carolina Fair Housing Act <https://www.elliswinters.com/wp->

Only projects that meet the definition of a “covered multifamily dwelling” must meet the accessibility standards of the act. If a building has four or more units and an elevator, then the entire building, including common areas, will be covered by the act. If the building has four or more units but lacks an elevator, then only the ground floor units and common areas will be covered. In other words, if a building only has stairs but no elevators, then only the ground floor units must comply with the design standards. Seven key design standards of the North Carolina Fair Housing Act are:

1. a building entrance on an “accessible route;”
2. public and common areas readily accessible and usable by handicapped people;
3. and an “accessible route” into and through all dwellings and units;
4. doors wide enough to accommodate wheelchairs;
5. light switches, electrical outlets, and thermostats in “accessible locations;”
6. bathroom walls reinforced so as to allow the installation of grab bars; and
7. space in the kitchens and bathrooms to allow a person in a wheelchair to maneuver.

Single-Family and Multi-Family Dwellings Funded by Local, State, or Federal Funds in last 20 Years

The number of Low-Income Housing Tax Credit (LIHTC) and government-subsidized housing units built in the last 20 year is estimated to be 388 housing units.

Project Type	Project Name	Project Address	Project City	Project State	Project ZIP	Total Number of Units	Total Low-Income Units	Placed-In-Service Year
LIHTC	Hillside Commons Apts	189 Hillside Commons Dr.	Hendersonville	NC	28792	36	36	2003
LIHTC	Highland View Apts	500 King Creek	Hendersonville	NC	28792	28	28	2006
LIHTC	Sugar Hill Apartments	66 Ladies Mantle Court	Hendersonville	NC	28973	40	40	2007
LIHTC	Oak Haven	1308 Old Spartanburg Rd	Hendersonville	NC	28792	56	56	2012
LIHTC	Cedar Terrace	125 Francis Rd.	Hendersonville	NC	28792	80	80	2017
LIHTC	Signal Ridge	469 Signal Hill Rd.	Hendersonville	NC	28738	60	60	2020
LIHTC	Oklawaha Village	1818 N. Main St.	Hendersonville	NC	28792	78	78	2020
GSS (Govt. Subsidized)	King Creek Cottages	201 King Creek Blvd.	Hendersonville	NC	28792	10	10	2005
						388 units built in last 20 years		

Figure 37: Estimated Number of Tax Credit and Subsidized Housing Units Built since 2002.

Source: 2021 Bowen Report and <https://lihtc.huduser.gov/>

Housing Project Compliance with FFHA, ADA, and Section 504 Requirements

Projects are typically in compliance with FFHA requirements and ADA/Section 504 requirements. For example, the City of Hendersonville converted Grey Mill, a hosiery mill built in 1918, which ceased operations in 1967, into a 35-unit apartment building with fully-accessible units.

Identified Housing Need for Persons with Disabilities

See heading *Analysis to Determine Disproportionate Housing Need*, sub-heading *Populations with Disproportionate Needs*, sub-sub heading *Blind & Disabled Population*.

[content/uploads/2019/10/A Quick Guide to the Design and Construction Standards of the N.C. Fair Housing Act.pdf](#)

Identified Community Need for Construction of More Affordable Housing: Housing Gap/Needs Estimates

Rental Housing -Costs

Projects financed and developed under federal or state programs often have residency income restrictions based on a percentage of that county's Area Median Household Income (AMHI). The following table summarizes the household income limits by household size for the most commonly used percentages of AMHI for each study area (income limits used in this study are shown in bold print).

County	Persons	Percentage of Area Median Household Income				
		30%	50%	60%	80%	120%
Henderson	1 Person	\$15,780	\$26,300	\$31,560	\$42,080	\$63,120
	2 Person	\$18,030	\$30,050	\$36,060	\$48,080	\$72,120
	3 Person	\$20,280	\$33,800	\$40,560	\$54,080	\$81,120
	4 Person	\$22,530	\$37,550	\$45,060	\$60,080	\$90,120

Figure 38: Bowen Report 2021, HOUSING GAP/NEEDS ESTIMATES, pg. 212

Looking across two sets of data (below), a 2-bedroom housing unit costs on average \$1,267 per month, or \$15,204 per year.

Market	Fair Market Rents (2021)				
	Studio	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom
Henderson	\$1,096	\$1,099	\$1,279	\$1,751	\$2,213

Source: Novogradac, Inc.

County	Estimated Mean Renter Wage	Two-Bedroom FMR	Rent Affordable at Median Renter Household Income	Rent Affordable at 30% AMHI	Rent Affordable with Full-time Job Paying Mean Renter Wage	Income Required to Afford Two-Bedroom FMR				
						Income	Housing Wage	Work Hours per week at Minimum Wage	Number of Jobs at Minimum Wage	Work Hours per week at Mean Renter Wage
Henderson	\$11.95	\$1,255	\$841	\$544	\$621	\$50,200	\$24.13	133	3.3	81

Source: National Low Income Housing Coalition (NLIHC) Out of Reach 2020
Notes: "Affordable" rents represent the generally accepted standard of spending no more than 30% of gross income on gross housing costs.
FMR – Fair Market Rent
AMHI – Area Median Household Income

Figure 39: Bowen Report 2021, Housing Supply, pg. 183 (above); Addendum, Special Needs Population, F-10 (below).

Rental Housing -Supply

The following table summarizes the region's **rental housing gap estimates (number of units needed or could be supported)** using North Carolina Housing Finance Agency (NCHFA) methodology.

Study Area	NCHFA Format							
	Rental Housing Gap Estimates – Number of Units Needed by AMHI Level							
	≤50% AMHI		51%-80% AMHI		81%-120% AMHI		Total	
	Family	Senior	Family	Senior	Family	Senior	Family	Senior
Henderson	1,149	603	240	215	261	137	1,650	955

Source: Bowen National Research

Figure 40: Bowen Report 2021, HOUSING GAP/NEEDS ESTIMATES Rental Housing Gap (NCHFA), pg. 214

The following table summarizes the region's **rental housing gap estimates (number of units needed or could be supported)** by the various income segments following HUD guidelines. The largest overall housing gaps are shown in **red**.

Study Area	HUD Format							
	Rental Housing Gap Estimates – Number of Units Needed by AMHI Level							
	≤50% AMHI		51%-80% AMHI		81%-120% AMHI		Total	
	Family	Senior	Family	Senior	Family	Senior	Family	Senior
Henderson	1,202	473	480	201	326	131	2,008	805

Source: Bowen National Research

Figure 41: Bowen Report 2021, HOUSING GAP/NEEDS ESTIMATES Rental Housing Gap (HUD), pg. 215

For-Sale Housing – Costs

Typically, in healthy and well-balanced housing markets, availability rates are between 2.0% and 3.0%, though due to recent national housing market pressures it is not uncommon for most markets to have an availability rate below 2.0%. As such, the overall region's available for-sale housing supply is extremely low. Out of an 18-county WNC region, only Burke County (0.3%) and McDowell County (0.4%) have lower rates of housing availability than Henderson County (0.6%).

	Available For-Sale Housing						
	Total Available Units	% Share of Region	Availability Rate*	Average List Price	Median List Price	Average Days On Market	Average Year Built
Henderson	227	9.1%	0.6%	\$697,799	\$449,000	74	1987

Source: Multiple Listing Service, Realtor.com and Bowen National Research

*Availability rate is derived by dividing the available units by the total of available and owner-occupied units.

Figure 42: Bowen Report 2021, Housing Supply, pg. 198.

Homes listed at \$299,999 or less are generally considered affordable for the region and Henderson County, yet only 53 homes (17 at <\$199,999; 36 at <\$299,999) were available in Henderson County in December 2021.

	Available For-Sale Housing Units by List Price									
	<\$100,000		\$100,000 - \$199,999		\$200,000 - \$299,999		\$300,000 - \$399,999		\$400,000+	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Henderson	0	0.0%	17	7.5%	36	15.9%	50	22.0%	124	54.6%

Source: Multiple Listing Service, Realtor.com and Bowen National Research

Figure 43: Bowen Report 2021, Housing Supply, pg. 205.

The following table summarizes the distribution of available for-sale units by study area and price point. For two-bedroom housing units, the median price was \$275,000, but three-bedroom housing units were had the greatest availability (127 housing units) with a significantly higher median price of \$399,999. Housing at this price point is generally not attainable for individuals and households needing affordable housing.

	Available For-Sale Housing Units by Bedroom Type							
	Studio/One-Br.		Two-Bedroom		Three-Bedroom		Four-Bedroom+	
	Number (Share)	Median Price	Number (Share)	Median Price	Number (Share)	Median Price	Number (Share)	Median Price
Henderson	4 (1.8%)	\$149,000	41 (18.1%)	\$275,000	127 (55.9%)	\$399,999	55 (24.2%)	\$775,000

Source: Multiple Listing Service, Realtor.com and Bowen National Research

Figure 44: Bowen Report 2021, Housing Supply, pg. 206.

For-Sale Housing - Supply

The following table summarizes the region's for-sale housing gap estimates (number of units needed or could be supported) by various income segments following NCHFA guidelines. It is important to point out that the general occupancy projects (referred to as "Family") are open to all income-eligible households, regardless of age. The largest overall housing gaps are shown in **red**.

Study Area	NCHFA Format							
	Owner Housing Gap Estimates – Number of Units Needed by AMHI Level							
	<50% AMHI		51%-80% AMHI		81%-120% AMHI		Total	
	Family	Senior	Family	Senior	Family	Senior	Family	Senior
Henderson	262	295	1	62	48	7	311	364

Source: Bowen National Research

Figure 45: Bowen Report 2021, HOUSING GAP/NEEDS ESTIMATES For-Sale Housing Gap (NCHFA), pg. 219

The following table summarizes the region’s **for-sale housing gap estimates (number of units needed or could be supported)** by the various income segments following HUD guidelines. The largest overall housing gaps are shown in **red**.

Study Area	HUD Format							
	Owner Housing Gap Estimates – Number of Units Needed by AMHI Level							
	<50% AMHI		51%-80% AMHI		81%-120% AMHI		Total	
	Family	Senior	Family	Senior	Family	Senior	Family	Senior
Henderson	490	281	336	209	358	220	1,184	710

Source: Bowen National Research

Figure 46: Bowen Report 2021, HOUSING GAP/NEEDS ESTIMATES For-Sale Housing Gap (HUD), pg. 221

Environmental Justice Discrimination

Areas Without Public Water and/or Sewer Services in Minority and/or Low-Income Areas

A low-income area immediately southeast of downtown Hendersonville (CT 9313) lacks sewer infrastructure, as shown by roughly the same general area highlighted by the dashed line in illustrations below. Census Tract 9313 is both low-income and 30% Hispanic or Latino.

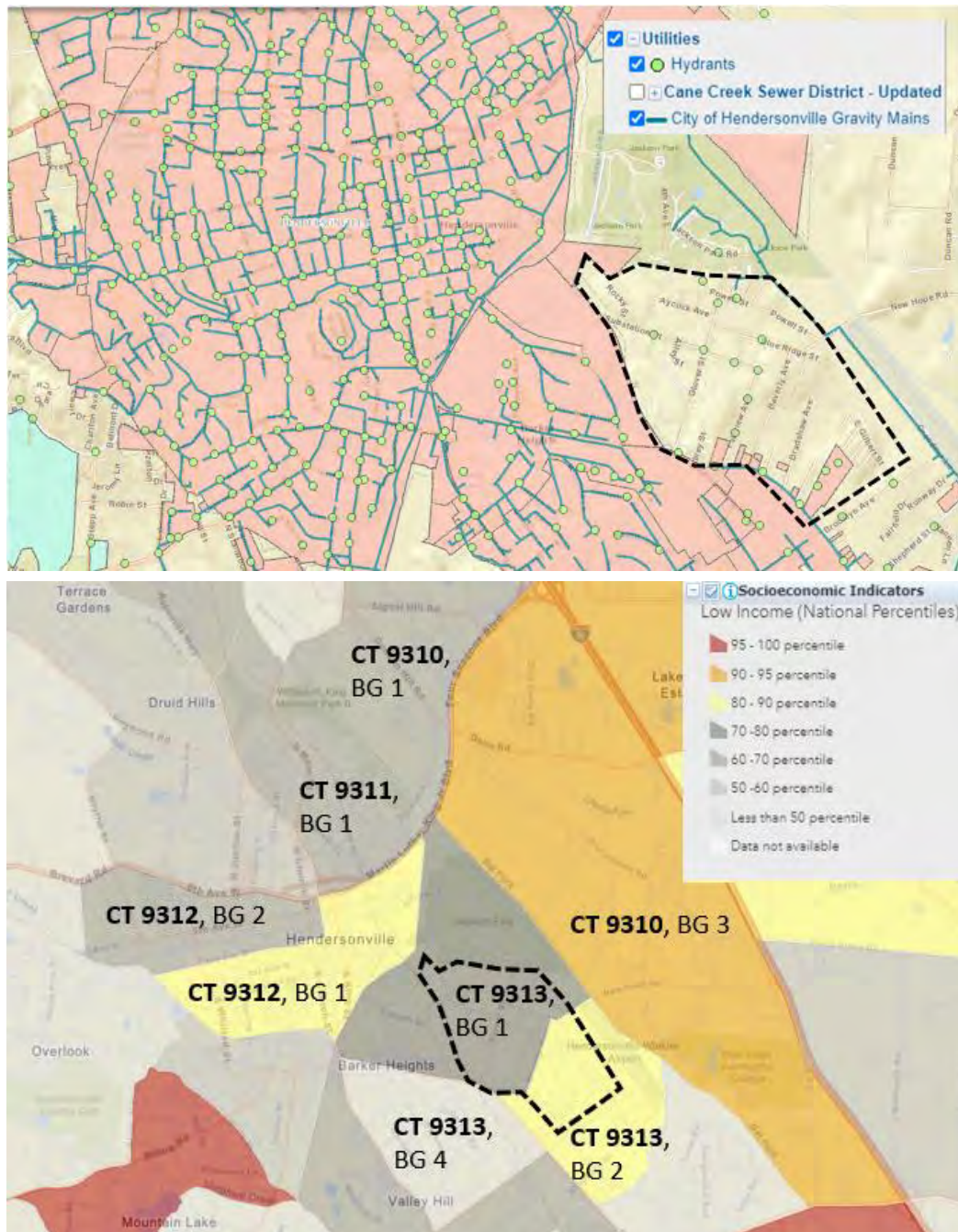


Figure 47: Low-income area southeast of downtown Hendersonville that lacks sewer infrastructure
 Source: Henderson County GIS, <https://henderson.roktech.net/gomaps4/?mapName=All%20Layers#>,
<https://ejscreen.epa.gov/mapper/>

Locations of Hazardous Materials in Proximity to Low-Income and Minority-Concentrated Areas

The North Carolina Department of Environmental Quality (NCDEQ) maintains active mapped inventories of urban environment hazards including underground storage tanks (USTs) and brownfield sites (see map examples on the following pages).

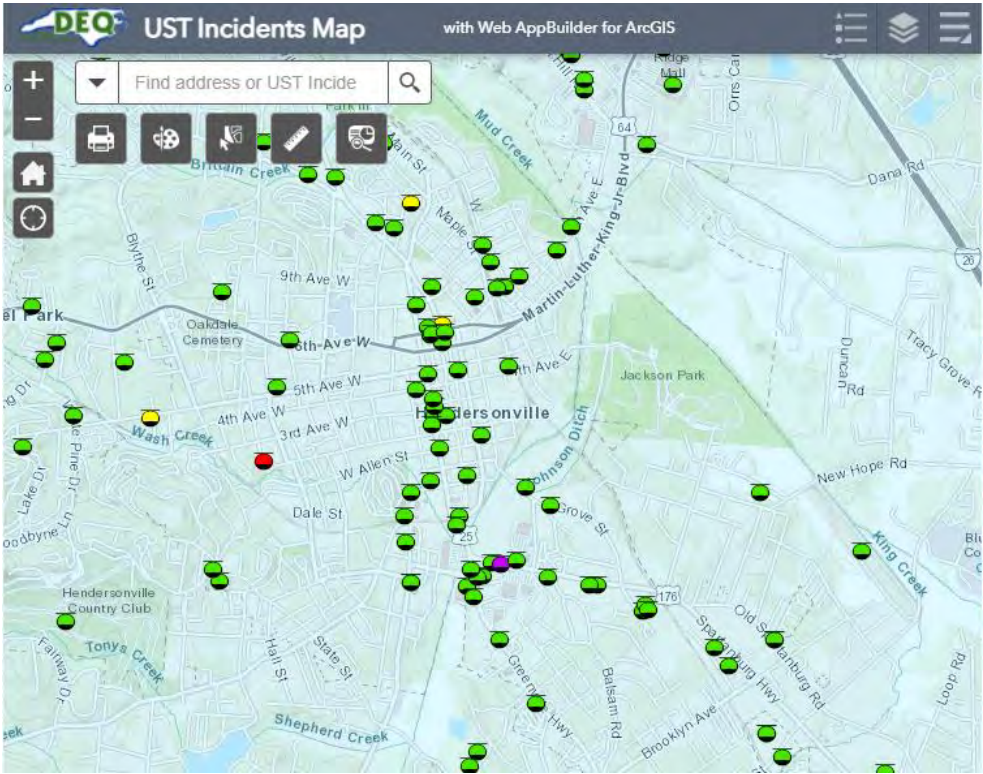


Figure 48: NCDEQ Underground Storage Tanks (UST) Incidents Map

Source: <https://deq.nc.gov/about/divisions/waste-management/waste-management-rules-data/waste-management-gis-maps/rust-map>

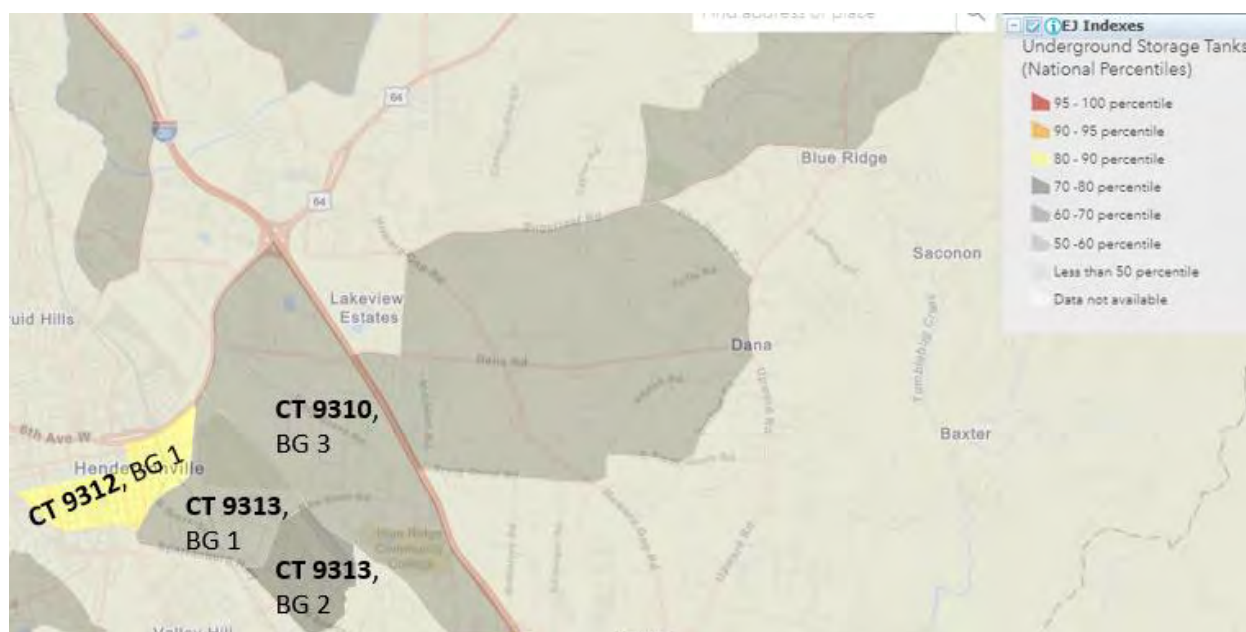


Figure 49: Prevalence of Underground Storage Tanks in Census Tracts Cited in this report

Source: <https://ejscreen.epa.gov/mapper/>, 2015-2019 ACS

Locations of Superfund Sites and Local, State, and Federal Efforts to Remove Environmental Hazards

NCDEQ's Division of Waste Management's Superfund Section investigates, prioritizes, monitors and remediates uncontrolled and unregulated hazardous substance and waste disposal sites in North Carolina. Three branches of the Superfund section cleanup sites seek compliance by responsible parties and respond to emergency threats using both state and federal authorities:

- The state-funded [Inactive Hazardous Sites Branch](#) addresses contamination at more than 2000 chemical spill or disposal sites and 676 landfills that operated prior to the 1982 institution of state permit requirements, under authority of the North Carolina Inactive Hazardous Sites Response Act (NC General Statute §130A-310 et seq);
- The Special Remediation Branch addresses contamination at dry cleaner sites, under the [Dry-cleaning Solvent Cleanup Act](#) of 1997 (NC General Statute §130A-310 et seq) and its amendments, funded by receipts from taxes on dry-cleaning services and on dry-cleaning solvents. The branch also oversees voluntary cleanups through the Manufactured Gas Plant Initiative.
- The [Federal Remediation Branch](#) works cooperatively with the U.S. Environmental Protection Agency (EPA) to implement the federal Superfund program under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA). The section helps EPA apply their resources on sites with the most severe contamination, and on those needing immediate emergency actions, while working to identify those few sites where federal enforcement authority will be appropriate.

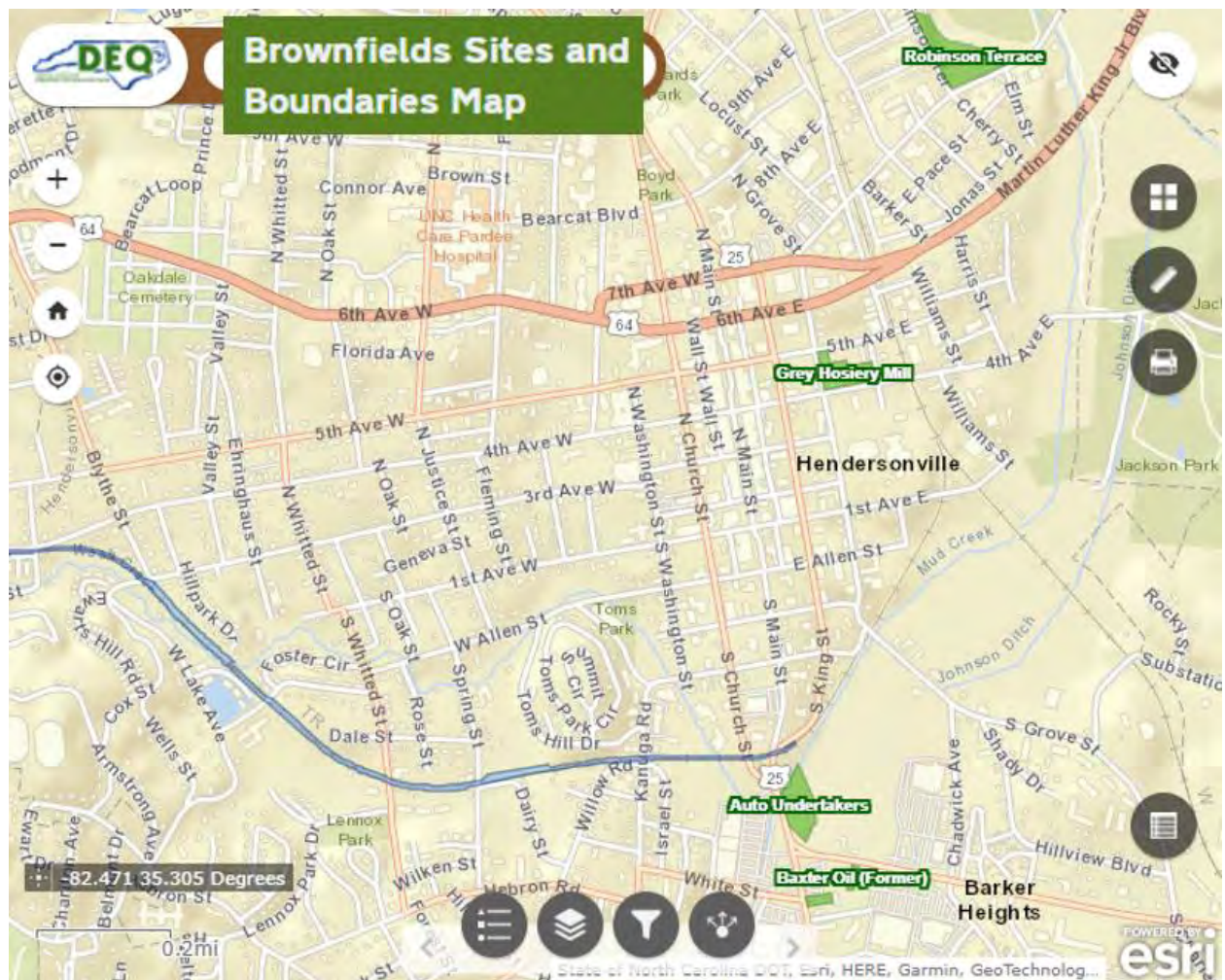


Figure 50: NCDEQ Brownfields Sites and Boundaries Map

Source: <https://deq.nc.gov/about/divisions/waste-management/science-data-and-reports/gis-maps/brownfields-projects-map-inventory-and-document-download>

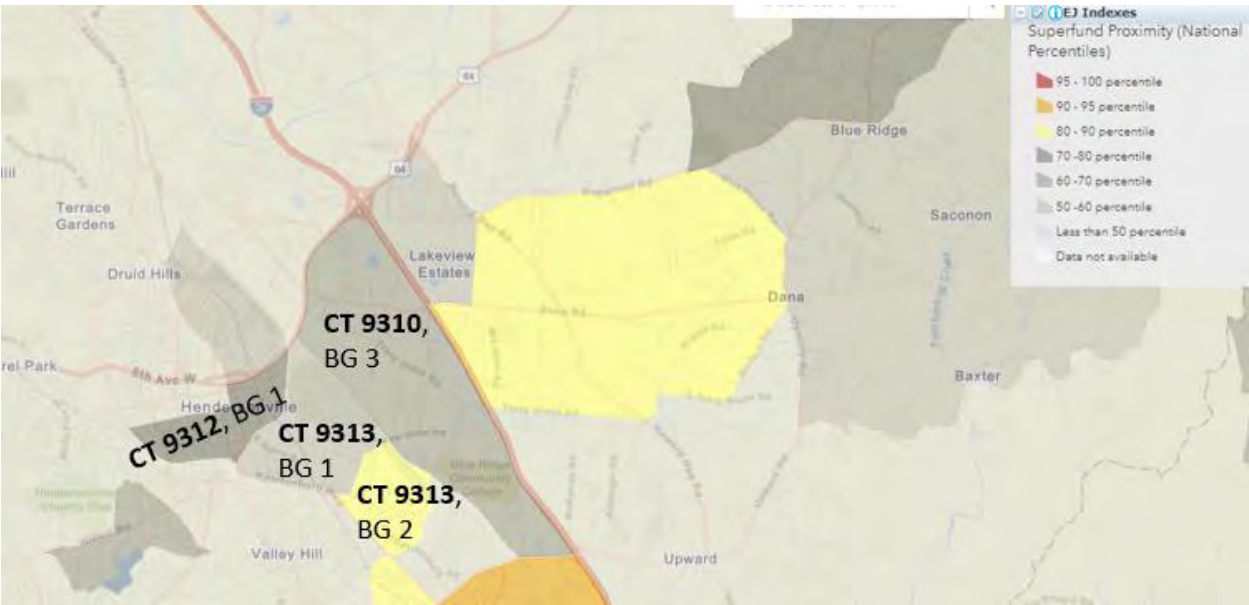


Figure 51: Superfund proximity
Source: <https://ejscreen.epa.gov/mapper/>, 2015-2019 ACS

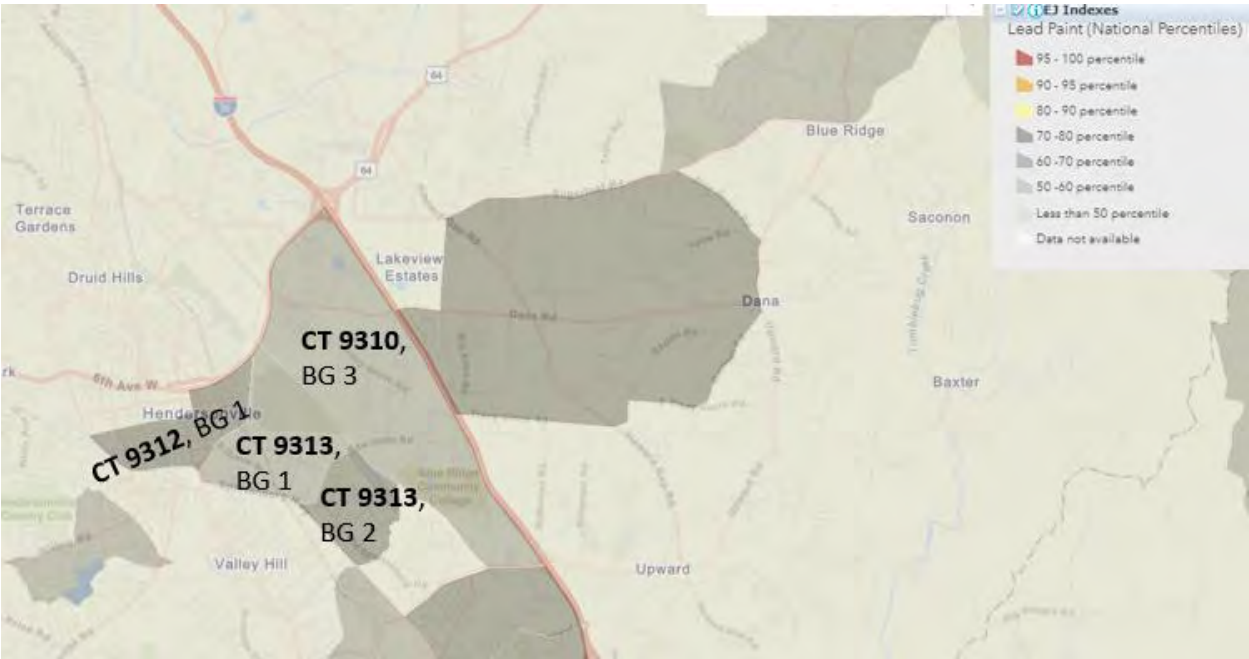


Figure 52: Lead paint proximity
Source: <https://ejscreen.epa.gov/mapper/>, 2015-2019 ACS

Fair Housing Enforcement

See **Data from the North Carolina Human Relations Commission (NCHRC), 2016-2021** (previous pages).

Fair Housing Education and Outreach Efforts

The Henderson County Planning Department contains a web page with Fair Housing Compliant resources:

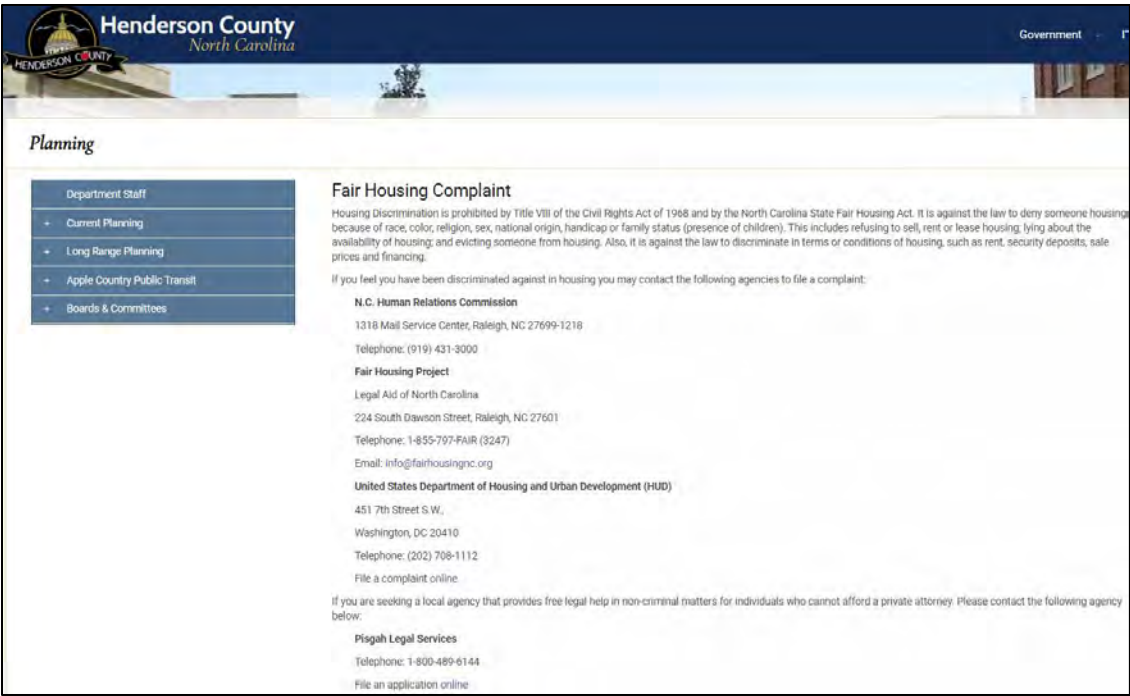


Figure 53: Henderson County Fair Housing Complaint web page
Source: <https://www.fairhousingnc.org/wp-content/uploads/2021/04/2020-State-of-Fair-Housing-in-North-Carolina-Final.pdf>

Additionally, the City of Hendersonville has a web page for Title VI (Title Six, Civil Rights Act of 1964) and Americans with Disabilities Act (ADA, passed in 1990), listing persons directly responsible for receiving complaints. (see following page)

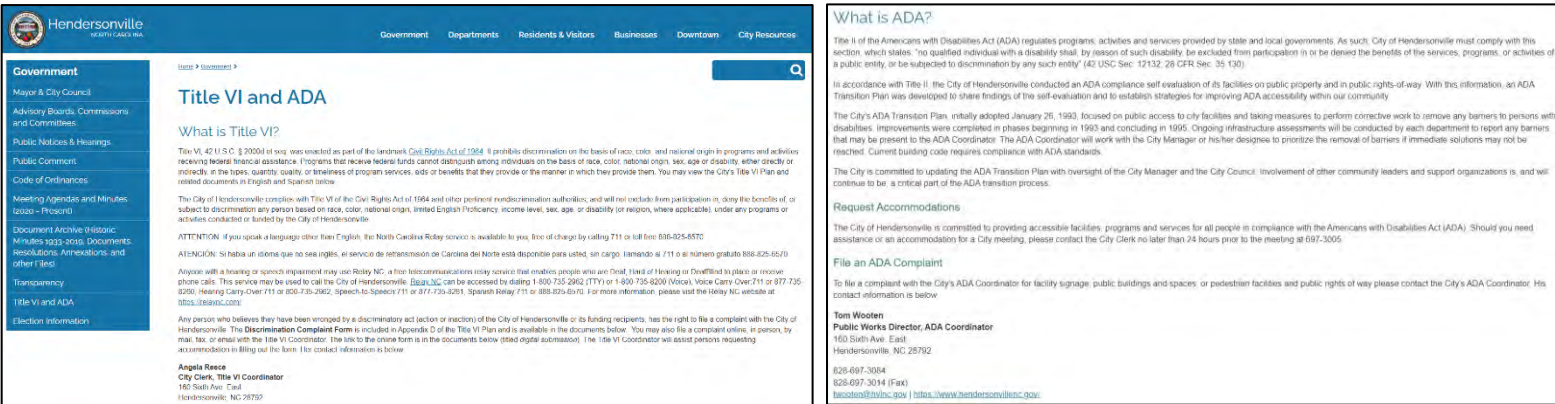


Figure 54: City of Hendersonville web page for Title VI and ADA
Source: <https://www.hendersonvilenc.gov/title-vi-and-ada>

Although its service area does not include Henderson County, Asheville Area Habitat for Humanity worked with Pisgah Legal Services, which does serve Henderson County, to produce a short film titled [This Divided Land](#). The film localizes the history of housing discrimination, initially through racial zoning and restrictive private deeds, and then in more formal, widespread use of government policy such as redlining (via the Federal Housing Administration’s Home Ownership Loan Corporation [HOLC]). This film provides an important template for Henderson County, notably in the use of deed research to document and mitigate historic racially restrictive deeds and covenants on property.

Examination of Public Policy and Programs

Federal & State Program Eligibility

Difficult Development Areas (DDAs) – Areas with high land, construction and utility costs relative to the area median income and are based on Fair Market Rents, income limits, the 2010 census counts, and Five-Year American Community Survey (ACS) data are considered Difficult Development Areas. They are important to LIHTC projects because they allow such projects to have higher construction costs than are normally allowable. Census Tract 9312 (downtown Hendersonville) contains higher than County-average minority and poverty-level populations, creating conditions that may support a Low-Income Housing Tax Credit (LIHTC) project at some point in the future.

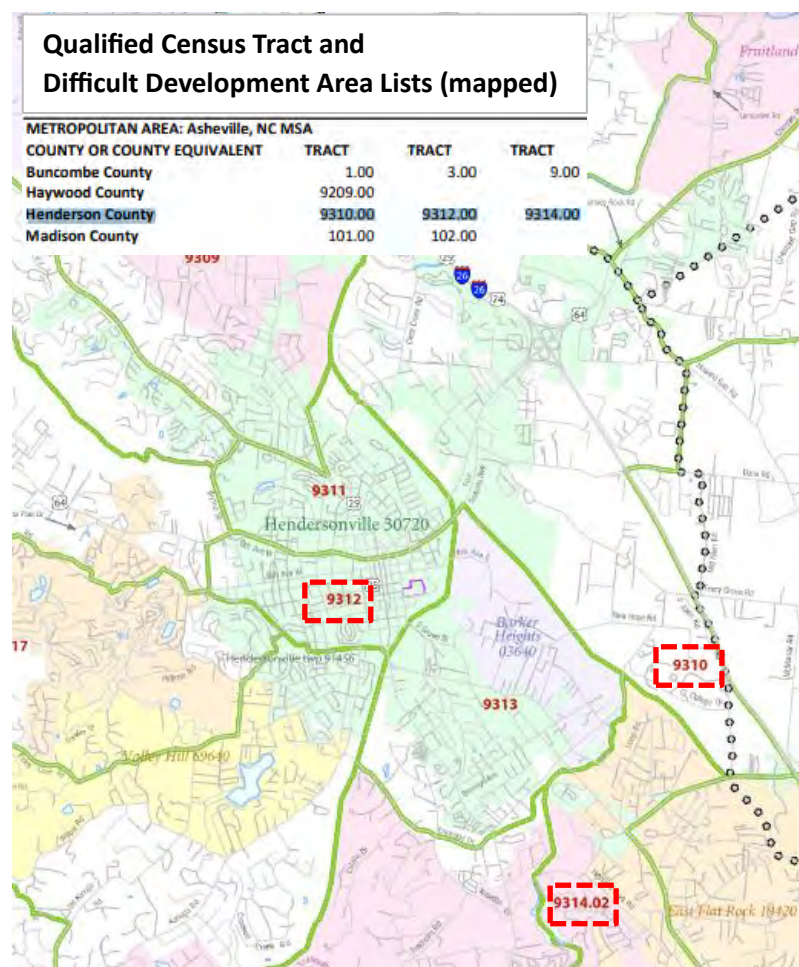


Figure 55: Qualified Census Tracts on Difficult Development Areas (DDAs) list
Source: https://www2.census.gov/geo/maps/DC2020/PL20/st37_nc/censustract_maps/c37089_henderson/DC20CT_C37089.pdf

Zoning Requirements That Have the Effect of Limiting the Availability of Rental Units

There are a wide range of policies that can affect housing affordability. Restrictive single-family zoning is currently being re-evaluated in several states and communities across the country, as this can limit the housing density and housing types that are needed to increase housing supply and lower costs.

Discretionary planning and zoning processes via Conditional Zoning (legislative review) and Special Use Permits and Variances (quasi-judicial review) are less predictable, for both developers and residents, than By-Right zoning (administrative review). The unpredictability of discretionary planning/zoning review generally translates to longer approval timelines and higher costs (i.e. higher permit fees, land use attorney and “expert witness” fees, lawsuits, etc.)

The City of Hendersonville’s zoning ordinance contains numerous by-right and conditional zoning districts. For the purposes of a limited-scope review, the table on the following page highlights the City’s by-right zoning districts for residential, commercial, and mixed-use districts. Dimensional requirements (i.e. min. lot size, min. lot width at building line) and use restrictions that are challenges to housing hupply and housing affordability are summarized here and in the following table:

- **Supplementary Standards (SS) for Accessory Dwelling Units (ADUs):**
 - a) Accessory dwelling units may only be situated on a lot on which a principal residential dwelling unit is also situated and shall be clearly incidental or accessory to such principal residential structure.
 - b) No more than one accessory dwelling unit may be situated on any lot.
(NOTE: “Performance zoning” options could allow for more than one ADU per lot, indexed to larger lot size.)
 - c) Accessory dwelling units may not exceed 800 square feet of floor area.
(NOTE: 800 SF is equal to two (2) bedrooms. If the size limit was closer to 1,200 SF, this could allow 3-bedroom ADUs suitable for families or intergenerational households on one lot.)
- **Duplexes and Multi-Family require a larger min. lot size than Single-Family Detached Houses:**
This requirement potentially raises the per unit cost of housing rather than allowing more efficient use of minimum lot size. See illustrated examples for **R-10 and R-6 zoning** on following pages.
- **Multi-Family Attached Housing is not permitted in any of the residential-only districts.** This includes the R-6 High Density Residential district.
- **Manufactured Homes are not permitted in any by-right zoning district.** They are only allowed via PMH Planned Manufactured Housing Development Conditional Zoning District Classification, mapped on one 5.25 AC site out of 7.309 sq. mi. (4,678 AC), or 0.112% of city land area.

	R-40 Estate Residential District	R-20 Low-Density Residential District	R-15 Medium-Density Residential District	R-10 Medium-Density Residential District	R-6 High-Density Residential District	C-1 Central Business District	C-2 Secondary Business District	C-3 Highway Business District	C-4 Neighborhood Commercial District	CMU Central Mixed-Use District	GHMU Greenville Hwy. Mixed-Use District	HMU Highway Mixed-Use District	CHMU Commercial Hwy. Mixed-Use District
Accessory Dwelling Units (ADUs)	SS	SS	SS	SS	SS	SS	SS	SS	SS	P	P	P	P
Single-Family Detached House	P	P	P	P	P	P	P	P	P	P	P	P	P
Minimum Lot Area for Single-Family Detached Housing (SF)	40,000	20,000	15,000	10,000	6,000	n/a	6,000	6,000	40,000	8,000	n/a	n/a	n/a
Two-Family Duplex	n/a	P	P	P	P	P	P	P	n/a	P	P	P	P
Minimum Lot Area for Per Additional Dwelling Unit (SF) [i.e. R-20, 20,000 SF for Single-Family Detached House; 30,000 for Two-Family Duplex)	n/a	10,000	7,500	5,000	4,000	n/a	4,000	4,000	n/a	n/a	n/a	n/a	n/a
Multi-Family Attached	n/a	n/a	n/a	n/a	n/a	SS	SS	n/a	P	P	P	P	P
Manufactured Homes/Mobile Homes	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Min. Lot Width at Building Line (ft.) for Structures Containing Dwelling Units	150	100	85	75	50	85	50	50	n/a	n/a	50 (detached houses) 25 (alley houses) 16 (townhouses)	n/a	50
Max. Height (ft.)	35*	35*	35*	35*	35*	64**	48***	48***	35*	64**	35 (detached houses, alley houses) 42 (townhouses, multi-family housing)	2.5 stories (detached houses and alley houses) 3 stories (townhouses) 4 stories (multi-family housing)	2.5 stories (one, two-family dwellings) 3 stories (townhouses) 4 stories (multi-family housing)

Figure 56: City of Hendersonville, Zoning Districts including dimensional standards and use restrictions

SS = Permitted By-Right, w/ Supplementary Standards (SS)

P = Permitted By-Right

*35' only allows 3 stories; 40' would allow 4 stories

**64' allows 5 stories

***48' allows 4 stories; 50' would allow full-height ground-floor office/commercial (14-16' first floor) and residential above

Source: https://www.hendersonvillenc.gov/sites/default/files/uploads/official_printing_zoning_map_march_2022.pdf

Under a R-10 Medium-Density Residential zoning district, the figure below highlights potential design scenarios for a single-family detached house (SF buildable area outlined in solid black line) and a duplex house (on the 2,695 SF buildable area outlined in dashed-line gray).

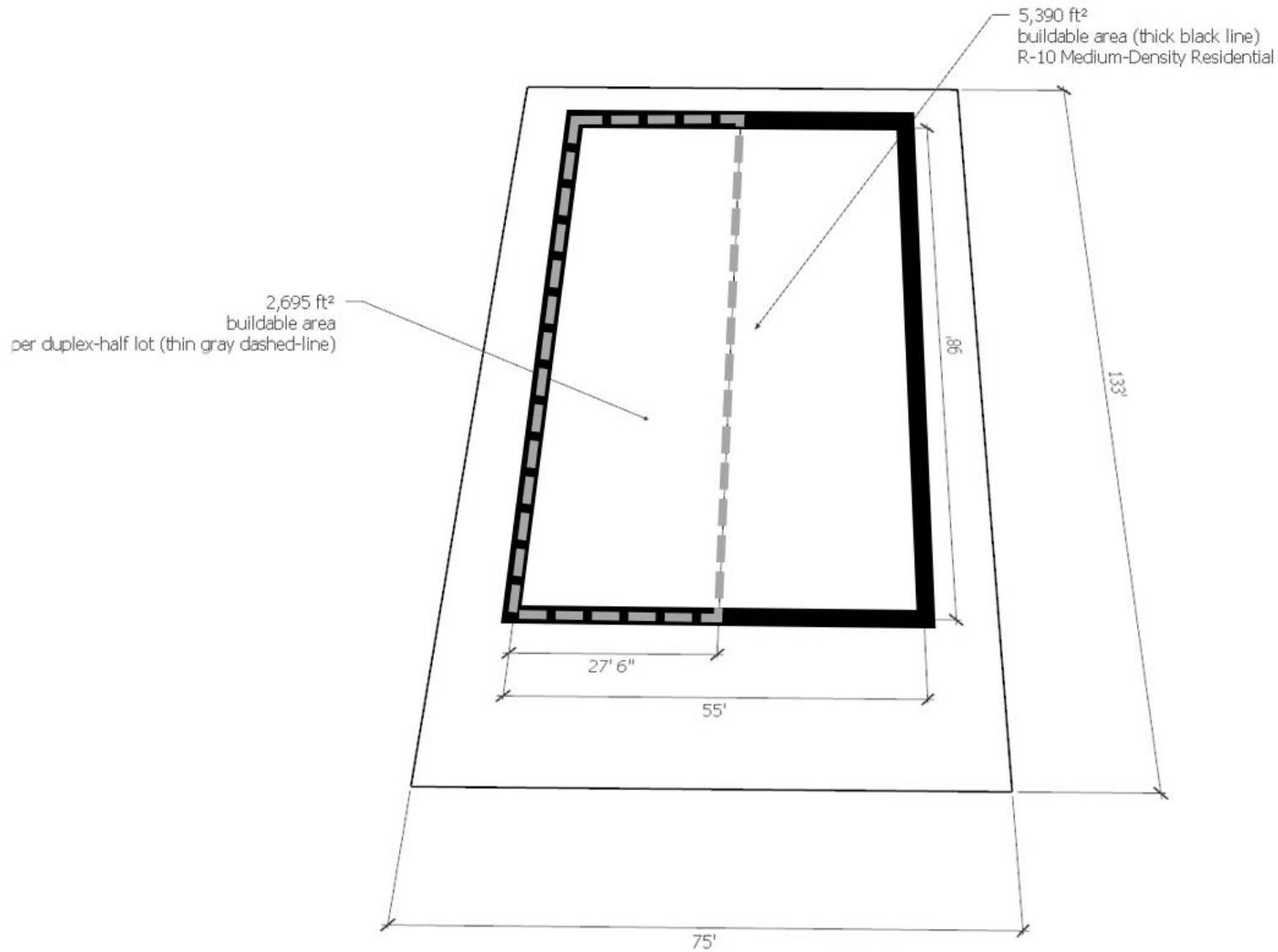


Figure 58: R-10 Medium-Density Min. Lot Size ($75' \times 133.33' = 10,000$ SF) and Min. Lot Width Requirement.

Duplexes currently require an extra 5,000 SF (15,000 SF total), but as noted here, a duplex on a 10,000 SF lot could yield a 2,695 SF buildable area per half of a duplex.

Assuming a one-story build-out of two 1,155 SF homes (per half of duplex, see figure below), this scenario would still leave over half the buildable configuration could be built as condominium plat (i.e. two building on one larger lot) or as fee simple lots (the property line would run from front to back, with the duplex's partition wall running along the property line).

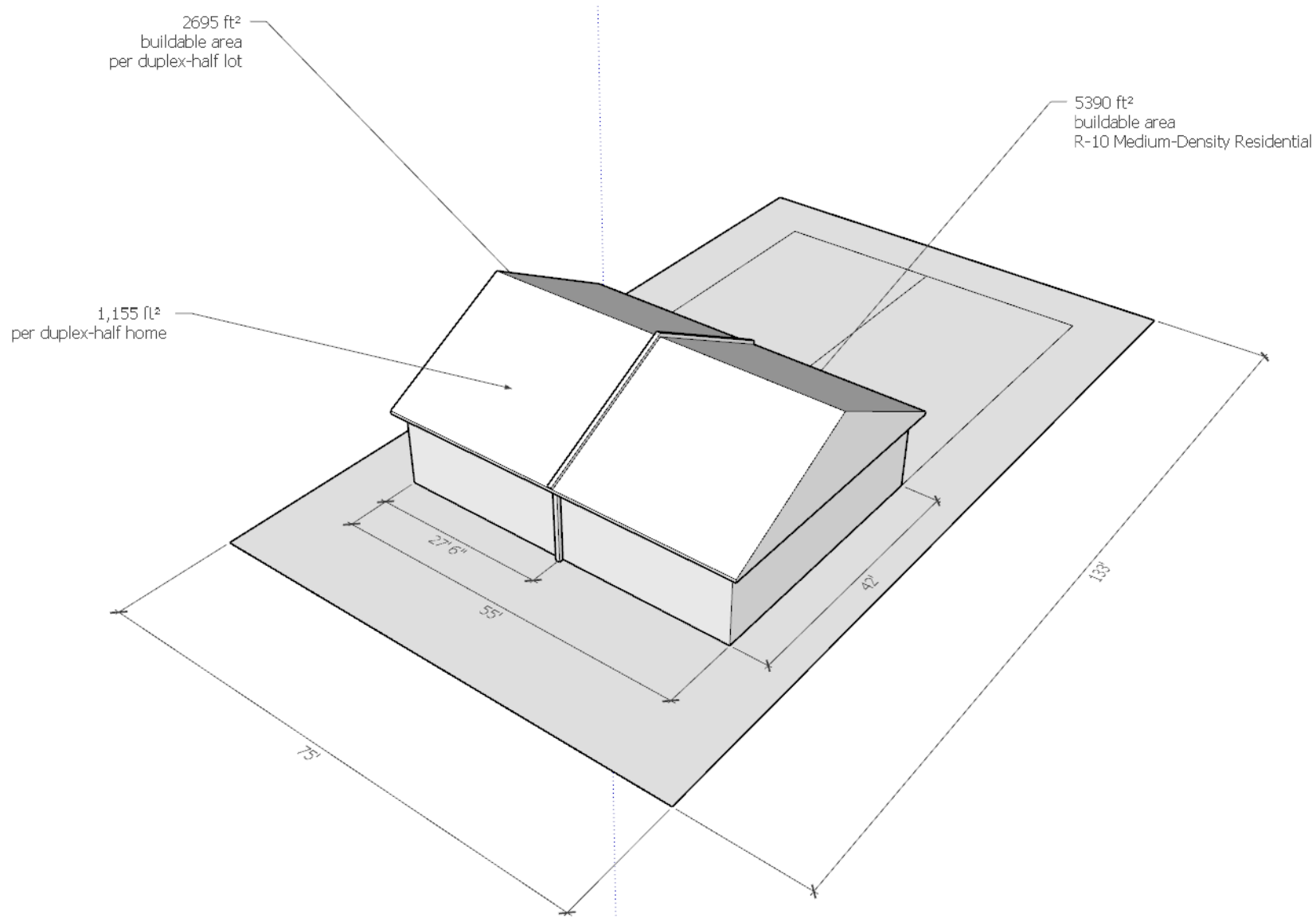


Figure 59: Design scenario showing two 1,155 SF duplex homes (2 bedroom, 2 bath) on a 10,000 SF lot. The current zoning ordinance requires a 15,000 SF lot for a duplex in the R-10 Medium-Density zoning district. Parking could be accommodated via a front-loading parking pad or garage, a rear alley-loaded parking pad or garage, or a driveway on either side that accesses a rear parking pad or garage.

Under an R-6 High-Density Residential zoning district, the figure below highlights potential design scenarios for a single-family detached house (on the buildable area outlined in solid black line) and a duplex house (on the 1,360 SF buildable area outlined in dashed-line gray).

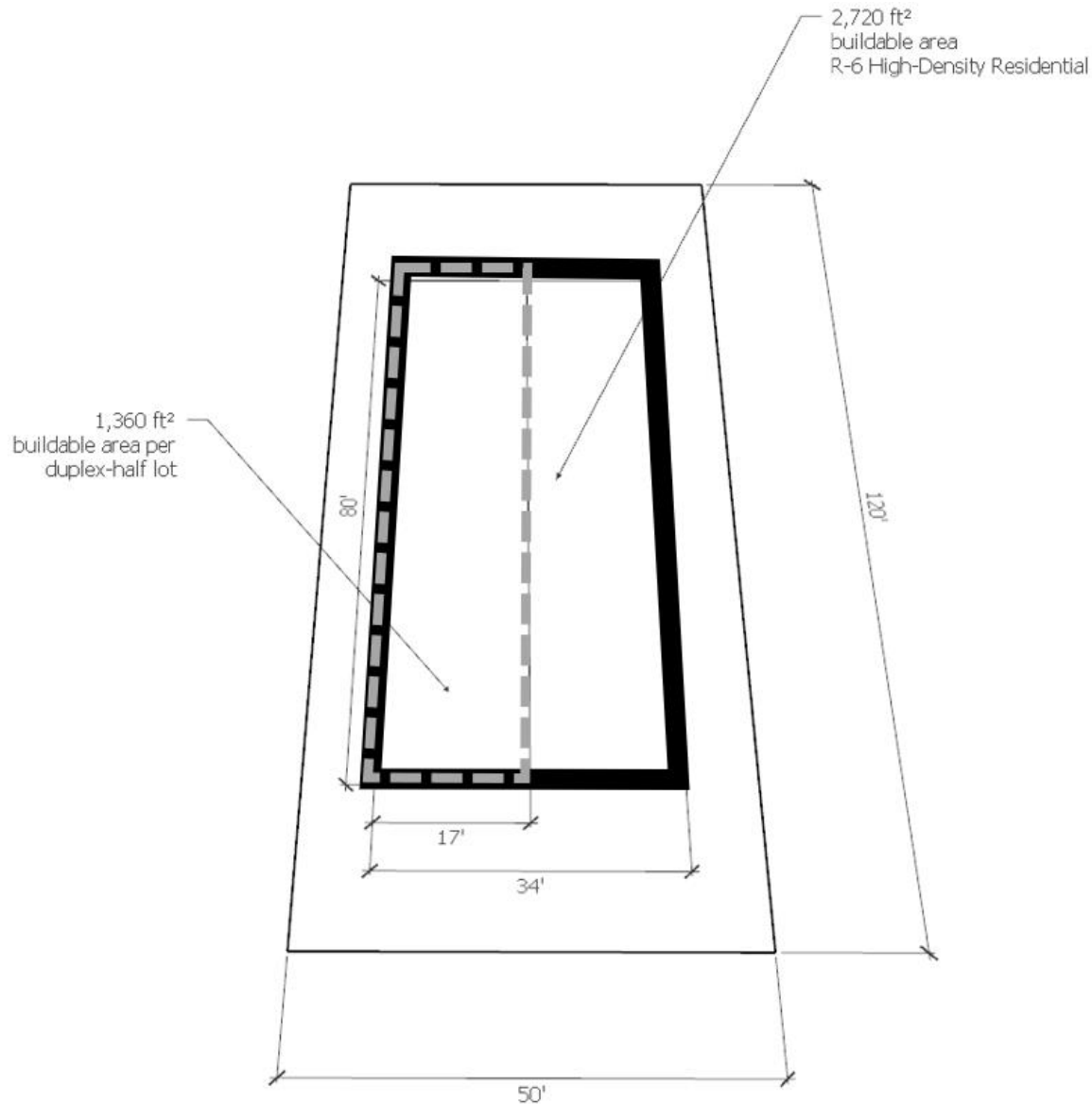


Figure 60: R-6 High-Density Min. Lot Size (50' x 120' = 6,000 SF) and Min. Lot Width Requirement.

Duplexes currently require an extra 4,000 SF (10,000 SF total), but as noted here, a duplex on a 6,000 SF lot could yield a 1,360 SF buildable area per half of a duplex.

Assuming a two-story build-out of two 1,224 SF homes (per half of duplex, see figure below), this scenario (34' wide x 36' deep duplex) would still the buildable area open. This configuration could be built as condominium plat (i.e. two building on one larger lot) or as fee simple lots (the property line would run from front to back, with the duplex's partition wall running along the property line).

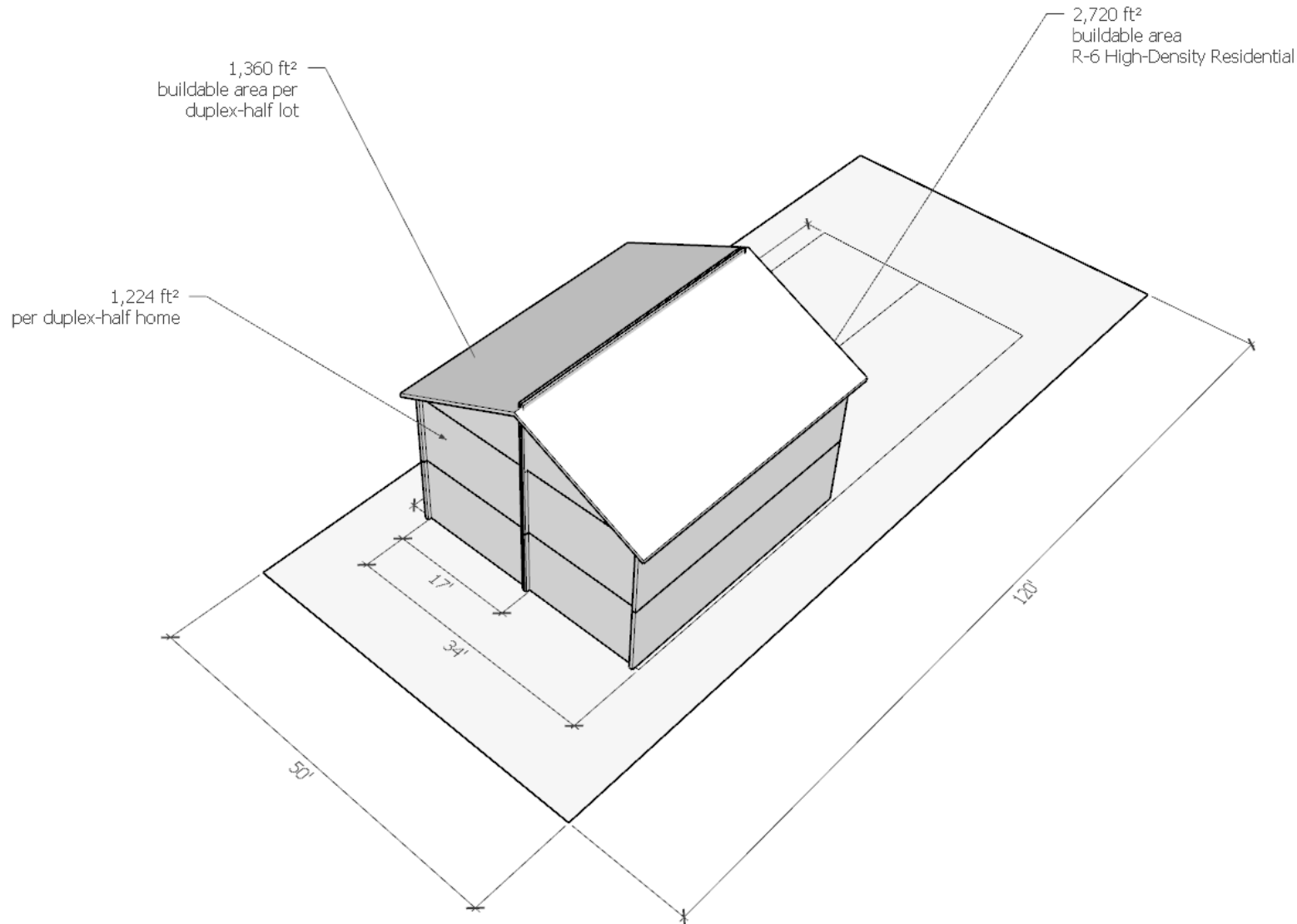


Figure 61: Design scenario showing two 1,224 SF duplex homes (2 bedroom, 2 bath) on a 6,000 SF lot. The current zoning ordinance requires a 10,000 SF lot for a duplex in the R-6 High-Density zoning district. Parking could be accommodated via a front-loading parking pad or garage, a rear alley-loaded parking pad or garage, or a driveway on either side that accesses a rear parking pad or garage.

Summary of Impediments and Recommendations

Based on the previous analysis, as well as stakeholder feedback, the following impediments to fair housing choice have been identified:

Impediment 1: Inadequate housing supply, both for-sale and rental

While market-rate housing supply has increased since the 2014 Bowen report, both the 2020 and 2021 Bowen housing needs assessments still found inadequate affordable housing supply in the rental and for-sale markets.

Limits on multi-family and manufactured housing and accessory dwelling units (ADUs) also limit affordable housing production. The Bowen HNA provides a detailed discussion of ADUs, but also notes that stakeholders who were surveyed prefer to see more focus on adaptive reuse, revitalization, new construction, mixed use, and housing along public transit corridors.

Recommendation:

Review zoning restrictions related to minimum lot sizes for duplexes and multi-family, to ADU size and quantity, and to housing typology in residential-only districts. Evaluate the potential for increased housing production with changes to zoning requirements, and conduct stakeholder outreach to ensure diverse perspectives and concerns are addressed.

Impediment 2: Inadequate supply of accessible housing options

The ratio of people with disabilities to available housing in Henderson County is 1:58 (1-person HH) or 1:29 (2-person HH). This coupled with the increased growth in households aged 65+ in Henderson County indicates that accessible housing supply needs to be increased.

Recommendation:

Continue to pursue funding for housing development and housing rehabilitation. Provide incentives to housing developers and providers to increase the number of accessible units in publicly funded housing developments or housing rehabilitation.

Impediment 3: Lack of housing finance options to achieve homeownership

HMDA data (2020) shows nearly 78% of loan applicants are white, and only 10% of these are denied. Black applicants only make up 1.48% of the total, and have a denial rate of 23%. Hispanic applicants are 2.79% of the total, and have a denial rate of 18%. The state's AI also addresses low levels of homeownership, especially among black and Hispanic households as an impediment, with higher mortgage denial rates as part of the issue.

Recommendation:

Assess the services available for homeownership counseling, especially for People of Color and low-moderate income households, and determine how their capacity and outreach can be increased. Evaluate the feasibility of a down-payment assistance program for low-moderate income households (see City of Asheville for an example).

Impediment 4: Discrimination based on source of rental income and previous eviction history

According to the 2020 Bowen Report there were 475 Housing Choice Vouchers issued in Henderson County, and an additional 458 households on the waitlist, with an annual turnover of 76 vouchers. However, stakeholders highlighted the difficulty in finding landlords willing to take vouchers, especially because the demand for market-rate housing is high, so the utilization rate is much lower.

Another issue that stakeholders highlighted it that if evicted, people are banned from public housing for five years, and also have difficulty in securing housing in the private market.

Recommendation:

Review local and national research on best practices and strategies to increase the number of landlords participating in voucher programs. In partnership with local non-profits, expand capacity to assist people who are facing eviction.

Impediment 5: Lack of transportation

While not addressed in the preceding analysis, stakeholders highlighted transportation access as a barrier to equal housing opportunity, with more affordable housing typically located in more rural areas in Henderson County. Henderson County operates the Apple Country Public Transit throughout Hendersonville, Fletcher and Laurel Park and works with service providers to meet community needs; however, the routes are fixed and the operating hours are limited (6:30am-6:30pm).

Recommendation:

Evaluate the feasibility of implementing microtransit – on-demand public transportation. The City of Wilson, NC piloted this approach in September 2020.

Impediment 6: Lack of awareness of fair housing laws

The low number of housing discrimination cases reported may be due to a lack of knowledge of fair housing rights and regulations. The state's Analysis of Impediments has identified education and outreach, particularly in rural areas and with limited English proficiency populations, as a priority.

Recommendation:

Increase fair housing training and outreach, both through community-wide education campaigns as well as targeted information for housing service providers and consumers. Provide materials in Spanish as well as English.

Signature Page

I certify that the Analysis of Impediments to Fair Housing Choice for the City of Hendersonville is in compliance with the intent and directives of the regulations of the Community Development Block Grant Program.

John Connet, City Manager

Date



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jerry A. Smith Jr., J.D., *City Council Member* **MEETING DATE:** September 1, 2022

AGENDA SECTION: PRESENTATION **DEPARTMENT:** CITY COUNCIL

TITLE OF ITEM: Discussion of Council Initiatives to Improve Housing Affordability – *Jerry A. Smith Jr., J.D., Council Member*

SUGGESTED MOTION(S):n/a

SUMMARY: City Council Member Jerry A. Smith Jr., J.D. is requesting to discuss Council initiatives to improve housing affordability.

ATTACHMENTS:
None



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

Jamie Carpenter

MEETING DATE:

September 1, 2022

AGENDA SECTION:

Public Hearing

DEPARTMENT:

Community Development,
Downtown Division

TITLE OF ITEM,
Presenter Name, Title:

Public Hearing: Main Street Pressure Washing - Jamie Carpenter,
Downtown Manager

SUGGESTED MOTION(S):

I move to adopt the *Resolution by the City of Hendersonville City Council to Authorize the City Manager to Execute Agreement with WNC Pressure Washing for Annual Main Street Pressure Washing* for the Main Street Municipal Service District as presented.

SUMMARY:

Notice is hereby given that the City Council for the City of Hendersonville will hold a public hearing on Thursday, September 1 at 5:45 p.m. at the City Operations Center located at 305 Williams Street. The purpose of the hearing is to consider a proposed contract for pressure washing on Main Street following the North Carolina Apple Festival. The scope of work includes pressure washing the street and cleaning furniture at night during off hours in the week following the Apple Festival. The contract is proposed to be five years at a price of \$9900 per year. The apparent successful bidder, WNC Pressure Washing was selected through a competitive bid process pursuant to N.C.G.S. § 160A-536 and selected due to references, scheduling, and past work completed.

BUDGET IMPACT: \$9900 per year, 5 year contract

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

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

ATTACHMENTS: Resolution, Contract

Resolution #__-__

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENT WITH
WNC PRESSURE WASHING FOR ANNUAL MAIN STREET PRESSURE WASHING**

WHEREAS, the City Council approved Main Street Pressure Washing as part of the 2023 budget, the “Project”; and;

WHEREAS, the Community Development Department Downtown Division has solicited proposals in an effort to hire a reputable and responsible Contractor to perform the Project; and

WHEREAS, WNC Pressure Washing submitted proposal with references that indicate that they are a responsible Contractor able to complete the Project within the bid or price stated, and within the time frames requested, and other proposers did not receive as good of a reference as WNC and therefore WNC is best suited to achieve the needs of the service district; and

WHEREAS, the Community Development Department, Downtown Division is recommending that the Project be awarded to WNC Pressure Washing and the Agreement be approved; and

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

1. The Project is awarded to WNC Pressure Washing in the amount of \$9,900 each year for a term of five years.
2. The City Manager is authorized to enter into an Agreement with WNC Pressure Washing containing such terms as he may deem appropriate, after consultation with the City Attorney, provided that the price may not be changed without approval from the City Council.
3. The City Manager, City Attorney, and City Staff are authorized to take such other actions as may be necessary to carry out the terms and provisions of the Agreement as signed by the City Manager.

Adopted by the City Council of the City of Hendersonville, North Carolina on this ____ day of _____, 20____.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

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



StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette
The Fayetteville Observer

Order Confirmation

Not an Invoice

Section 7, Item A.

Account Number:	488558
Customer Name:	City Of Hendersonville
Customer Address:	City Of Hendersonville 160 6Th AVE E City Clerk Hendersonville NC 28792-3775
Contact Name:	Angela Reece
Contact Phone:	828-697-3005
Contact Email:	areece@hvlnc.gov
PO Number:	

Date:	08/16/2022
Order Number:	7666493
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	123.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
HEN Times-News	2	08/21/2022 - 08/28/2022	Govt Public Notices
HEN blueridgenow.com	2	08/21/2022 - 08/28/2022	Govt Public Notices

Total Order Confirmation

\$34.52

PUBLIC HEARING NOTICE

Notice is hereby given that the City of Hendersonville City Council will hold two public hearings on Thursday, September 1, 2022, at 5:45 p.m., or as soon thereafter as possible in the City Operations Assembly Room located at 305 Williams Street, Hendersonville, NC to consider the following:

I. **Pressure Washing Contract Award – Community Development Dept. – Downtown Division** - The purpose of the hearing is to consider a proposed contract for pressure washing on Main Street following the North Carolina Apple Festival. The scope of work includes pressure washing the street and cleaning furniture of night during off hours in the week following the Apple Festival. The contract is proposed to be five years at a price of \$900 per year. The apparent successful bidder, WNC Pressure Washing was selected through a competitive bid process pursuant to N.C.G.S. § 160A-536 and selected due to references, scheduling, and past work completed. The public is invited to attend and comment.

II. **Conditional Zoning District- Cottages at Mastermind (P22-055-CZD)** - Application for a conditional rezoning from Elam Hall & Tom Marlinson of DHJ Communities, applicant and John and Betty Hammond & Hammond Family Trust, property owners. The applicant is requesting to rezone the subject property, PINs 9579-48-2415 and 9579-48-6832 and located off Francis Road/Mastermind Lane, from C-2 Secondary Business and R-40 Low Density Residential to PRD-CZD, Planned Residential Development Conditional Zoning District for the construction of 99 residential units (40 two-family structures and one single family structure) on approximately 12.76 acres.

Digital/written public hearing comments must be received twenty-four hours prior to the meeting (by 5:45 p.m. on Wednesday August 31st) to be considered by the City Council and must comply with security criteria in the Council's Public Comment Policy, available on the City's website.

Public hearing comments will also be accepted during the meeting from those attending in person and from those participating live via ZOOM at the designated time of this meeting. For security reasons screen sharing will not be allowed. Anyone wishing to submit written/digital public hearing comments for these public hearings prior to the meeting may visit <https://www.hendersonville.nc.gov/comment> to submit their comment. It is not necessary to submit digital comments if you are planning to address City Council during the meeting.

The meeting instructions to join by Zoom will be available on the City's website calendar by visiting <https://www.hendersonville.nc.gov/events-calendar> and as follows:

Zoom information for the meeting is: <https://zoom.us/join>
 Dial-in by phone: (646) 558-8656
 Meeting ID: 822 0104 2208
 Passcode: 1847

The City of Hendersonville is committed to providing accessible facilities, programs, and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact the City Clerk no later than 24 hours in advance of the meeting (828) 697-3005.
 8/21, 8/28 7666493



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

PLANNING DIVISION

SUBMITTER: Matthew Manley, Planning Manager

MEETING DATE: September 1, 2022

AGENDA SECTION: Public Hearing

DEPARTMENT: Community Development

TITLE OF ITEM: Rezoning: Conditional Zoning District – Cottages @ Mastermind (P22-55-CZD) – Matthew Manley, AICP – Planning Manager

SUGGESTED MOTION(S):

For Recommending Approval:

I move City Council **adopt** an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PINS: 9579-48-2415 & 9579-48-6832) from R-40 (Low Density Residential) and C-2 (Secondary Business) to PRD (Planned Residential Development – Conditional Zoning District) based on the site plan and list of conditions submitted by and agreed to by the applicant, [dated July 29, 2022,] 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. Two-Family Residential
2. Single-Family Residential

[for amendments to uses or conditions discussed and agreed upon in the Council meeting (between City & Developer) and not yet represented on the site plan, please use the following language, disregard #2 if not needed]

2. Permitted uses and applicable conditions presented on the site plan shall be amended to include:

1. Within the requirements of the Americans with Disabilities Act and per safety regulations, lighting shall be downward facing and fully shielded. Sidewalks away from the parking areas will use pedestrian height lighting as negotiated with city staff.

For Recommending Denial:

I move City Council **deny** an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PINS: 9579-48-2415 & 9579-48-6832) from R-40 (Low Density Residential) and C-2 (Secondary Business) to PRD (Planned Residential Development – Conditional Zoning District) based on the following:

1. The petition is found to be **consistent** with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and because:

The subject property is located in an area designated as a ‘development opportunity’ and ‘priority growth area’ according to the City’s 2030 Comprehensive Plan. Furthermore, the Regional Activity Center Future Land Use designation recommends densities exceeding those proposed for this development.

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:

1. Regional Activity Center recommends uses with greater density and intensity than two-family residential. (LU-9.2 & LU-9.3)

[DISCUSS & VOTE]

<p>3. The petition is found to be <u>consistent</u> with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and because:</p> <p>The subject property is located in an area designated as a ‘development opportunity’ and ‘priority growth area’ according to the City’s 2030 Comprehensive Plan. Furthermore, the Regional Activity Center Future Land Use designation recommends densities exceeding those proposed for this development.</p> <p>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:</p> <ol style="list-style-type: none">1. The development of two-family residential dwellings will provide a needed housing type.2. The development would provide housing in close proximity to shopping and employment opportunities. <p>[DISCUSS & VOTE]</p>	
--	--

***SUMMARY:** The City of Hendersonville is in receipt of an application for a Conditional Zoning District from Tom Martinson & Elam Hall of DHI Communities, applicant and John and Betty Hammond, property owners. The applicant is requesting to rezone the subject property, PINs 9579-48-2415 and 9579-48-6832 and located off Francis Road/Mastermind Lane, from C-2 Secondary Business and R-40 Low Density Residential to PRD-CZD, Planned Residential Development Conditional Zoning District for the construction of 98 two-family units and 1 single-family home on approximately 12.76 acres*

The proposal includes the addition of 49 – 2-unit “casitas”, 1 – 1-unit casita, a clubhouse/mailroom and 3 garage structures.

The proposal would include a recombining of the subject properties to create a single parcel. The proposed density of the projects equates to 7.8 units/acre.

No other uses are proposed to be permitted by the rezoning.

The Planning Board voted unanimously to approve the proposed development with significant consideration given to the proposed aerial stream crossing over Allen Branch Creek. After additional discussion by members of the engineering, water-sewer, legal and community development departments, staff is recommending that the proposed condition related to alignment of the sewer crossing not be included in the motion.

PROJECT/PETITIONER NUMBER:	P22-55-CZD
PETITIONER NAME:	Tom Martinson & Elam Hall / DR Horton (DHIC, LLC) [Applicant] John Hammond / Hammond Family Trust [Owner]
ATTACHMENTS:	<ol style="list-style-type: none">1. Staff Report2. Neighborhood Compatibility Summary3. Tree Board Summary4. Proposed Site Plan5. Draft Ordinance6. Proposed Zoning Map7. Application / Owner Signature Addendum

Ordinance # ____ - ____

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

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

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

WHEREAS, the Planning Board took up this application at its regular meeting on August 8, 2022; voting 10-0 to recommend City Council approve an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on September 1, 2022, and

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

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel Numbers: 9579-48-2415 & 9579-48-6832, changing the zoning designation from R-40 (Low Density Residential) and C-2 (Secondary Business) to PRD (Planned Residential Development – Conditional Zoning District)
2. Development of the parcel pursuant to this Ordinance is subject to the following.
 - a. Development shall comply with the site plan submitted by the applicant dated July 29, 2022, 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 the applicant’s execution of this Ordinance].
 - b. Permitted uses shall include:
 - i. Two-family residential
 - ii. Single-family residential
 - c. Additional conditions that shall be satisfied prior to final site plan approval include:
 - i. Within the requirements of the Americans with Disabilities Act and per safety regulations, lighting shall be downward facing and fully shielded. Sidewalks away from the parking areas will use pedestrian-scale lighting as approved by City staff.
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

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

With their signatures below, the undersigned applicant(s) and property owner(s) consent to and agree to all conditions imposed pursuant to the terms of this Ordinance.

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

Applicant/Developer: Elam Hall, DHIC, LLC. Property Owner: The Hammond Family Trust
Signature:_____ Signature:_____
Printed Name:_____ Printed Name:_____
Title: _____ Title:_____
Date:_____ Date:_____

Applicant/Developer: Tom Martinson Property Owner: John & Betty Hammond
Signature:_____ Signature:_____
Printed Name:_____ Printed Name:_____
Title: _____ Signature:_____
Date:_____ Printed Name:_____
Date:_____

REZONING: CONDITIONAL REZONING – COTTAGES @ MASTERMIND (P22-55-CZD)
CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT STAFF REPORT

PROJECT SUMMARY 2

EXISTING ZONING & LAND USE 3

SITE IMAGES..... 4

SITE IMAGES..... 5

SITE IMAGES..... 6

SITE IMAGES..... **Error! Bookmark not defined.**

FUTURE LAND USE 7

REZONING ANALYSIS – COMPREHENSIVE PLAN CONSISTENCY (ARTICLE 11-4) 8

REZONING ANALYSIS – GENERAL REZONING STANDARDS (ARTICLE 11-4) 9

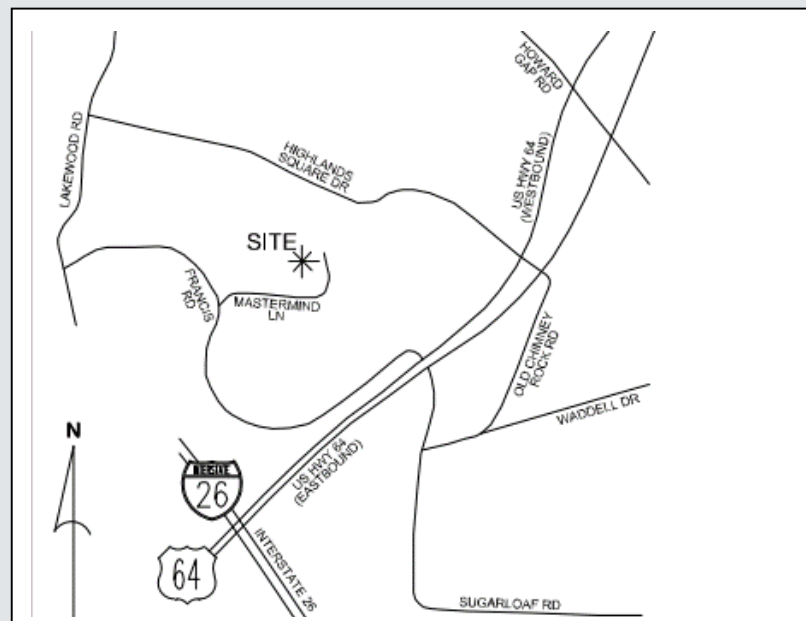
DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS STATEMENT 10

STAFF SITE PLAN REVIEW – SUMMARY COMMENTS 11



PROJECT SUMMARY

- Project Name & Case #:
 - Cottages at Mastermind
 - P22-55-CZD
- Applicant & Property Owner:
 - Tom Martinson & Elam Hall / DR Horton (DHIC, LLC) [Applicant]
 - John Hammond / Hammond Family Trust [Owner]
- Property Address:
 - 102 Francis Rd
 - 228 Mastermind Ln
- Project Acreage:
 - 12.76 Acres
- Parcel Identification (PIN):
 - 9579-48-2415
 - 9579-48-6832
- Current Parcel Zoning:
 - R-40 Low Density Residential
 - C-2 Secondary Business
- Future Land Use Designation:
 - Regional Activity Center
- Requested Zoning:
 - Planned Residential Development Conditional Zoning District (PRD)
- Requested Uses:
 - Two-Family Residential
- Neighborhood Compatibility Meeting:
 - June 3, 2022



SITE VICINITY MAP

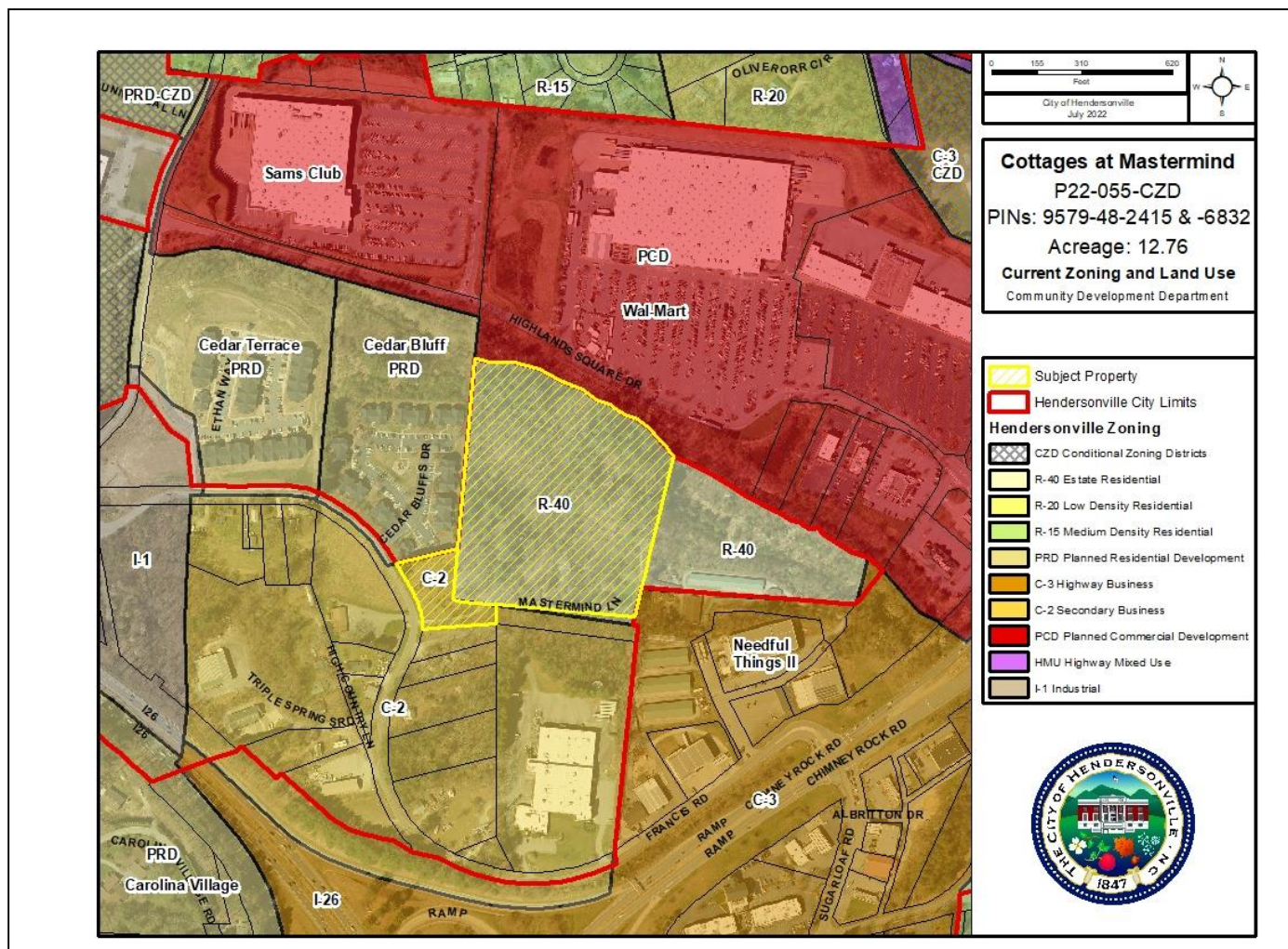
The City of Hendersonville is in receipt of an application for a Conditional Zoning District from Tom Martinson & Elam Hall of DHI Communities, applicant and John and Betty Hammond, property owners. The applicant is requesting to rezone the subject property, PINs 9579-48-2415 and 9579-48-6832 and located off Francis Road/Mastermind Lane, from C-2 Secondary Business and R-40 Low Density Residential to PRD-CZD, Planned Residential Development Conditional Zoning District for the construction of 98 two-family units and 1 single-family home on approximately 12.76 acres

The proposal includes the addition of 49 – 2-unit “casitas”, 1 – 1 unit casita, a clubhouse/mailroom and 3 garage structures.

The proposal would include a recombining of the subject properties to create a single parcel. The proposed density of the projects equates to 7.8 units/acre.

No other uses are proposed to be permitted by the rezoning.

EXISTING ZONING & LAND USE



City of Hendersonville Current Zoning & Land Use Map

The subject property is unique in that it is split zoned between the City's least intense zoning districts (R-40) and one of its most intense districts (C-2). The property also borders another R-40 tract to the east yet further to the east is the C-3, Highway Business zoning districts which flanks Chimney Rock Rd / US 64. To the north, the property borders the Planned Commercial Development (PCD) associated with the Highlands Square development (Wal-Mart & Sam's Club shopping center). This development is buffered from the subject property by Allen Branch creek as well as a large retaining wall. To the east of the subject property is the PRD development of Cedar Bluff apartments (approx. 32 units) and adjacent to that is Cedar Terrace apartments (apprx. 80 units) for a combined density of 5.6 units/acre. All properties to the south are zoned C-2, Secondary Business.

SITE IMAGES



View of existing principal structure

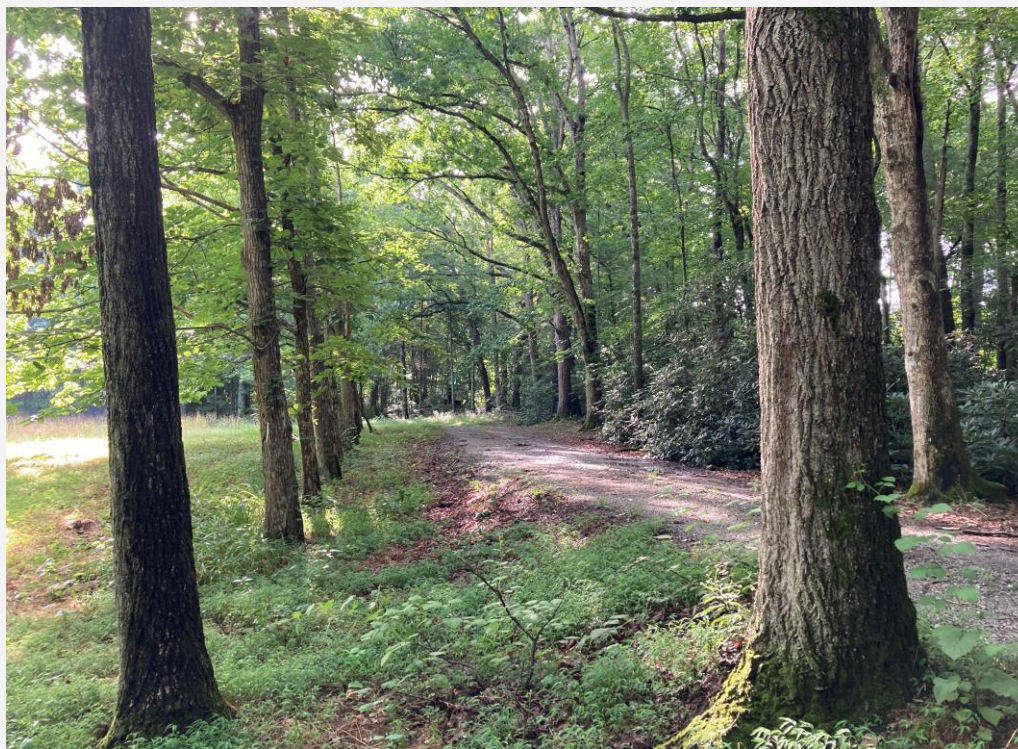


View of dry creek/wet weather conveyance and secondary residence on subject property

SITE IMAGES



View of typical wooded scene



View of tree-lined drive running along property boundary

SITE IMAGES

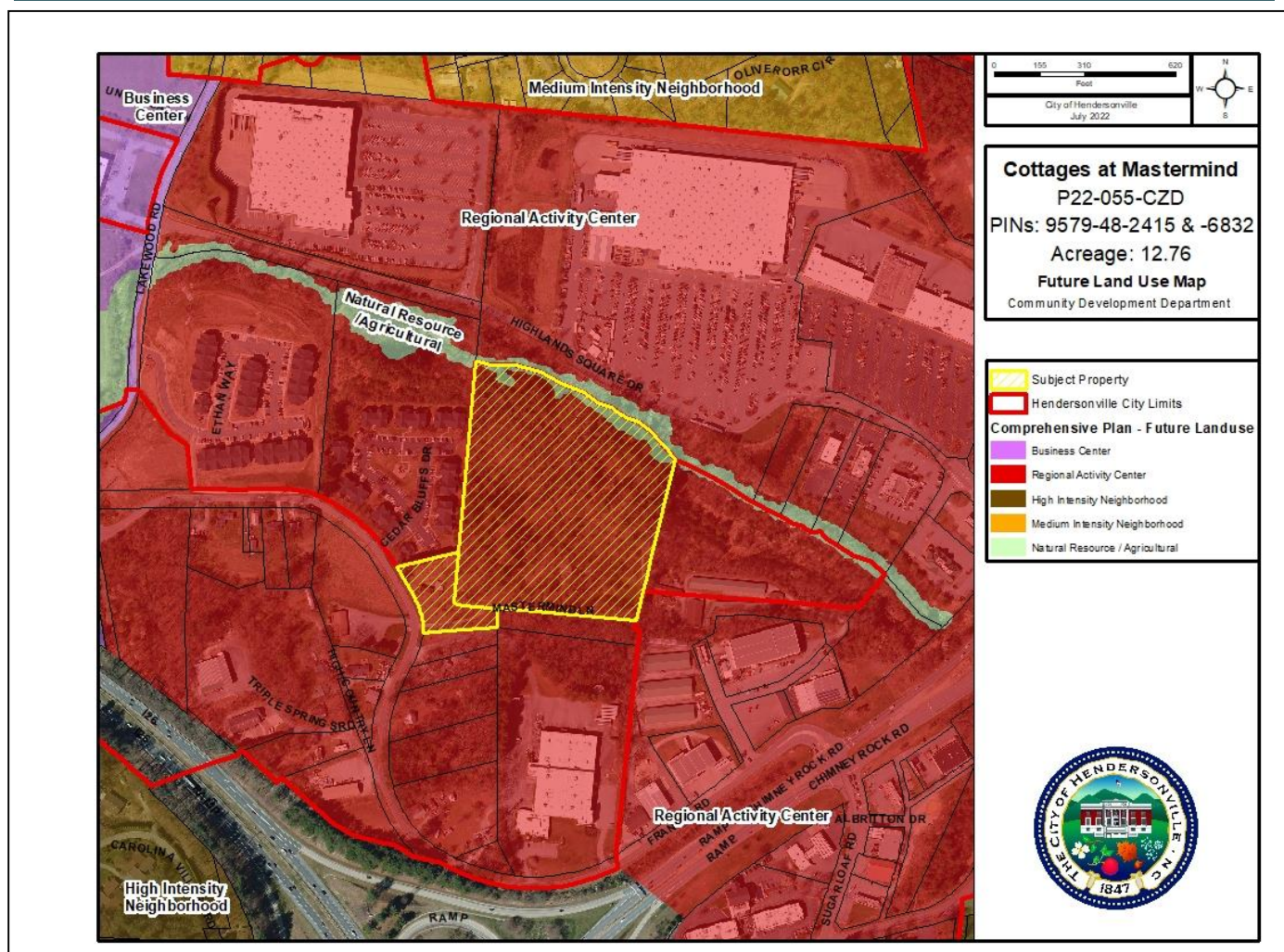


View of rock wall at wet weather conveyance on subject property



View of Allen Branch at rear of subject property

FUTURE LAND USE



City of Hendersonville Future Land Use Map

The subject property and the surrounding parcels are designated as Regional Activity Center on the 2030 Comprehensive Plan Future Land Use Map due to its proximity to I-26 and Chimney Rock Rd.

Other designations in proximity to the site include Business Center, Natural Resource / Agriculture, Medium Intensity Neighborhood and High Intensity Neighborhood.

Francis Rd is designated as a Local Street.

REZONING ANALYSIS – COMPREHENSIVE PLAN CONSISTENCY (ARTICLE 11-4)

GENERAL REZONING STANDARDS: COMPREHENSIVE PLAN CONSISTENCY	
Future Land Use	The subject property is designated as <i>Regional Activity Center</i> on the <i>Future Land Use Map</i> . Goal LU-9. Meet the large-scale retail needs of Hendersonville residents while encouraging mixed-use, walkable design through redevelopment and infill projects [CONSISTENT]
	Strategy LU-9.2. Primary recommended land uses: <i>Community and regional retail sales and Services and Restaurants</i> [INCONSISTENT]
	Strategy LU-9.3 Secondary recommended land uses: • Multi-family residential [CONSISTENT – two-family residential] • Pedestrian amenities [CONSISTENT]
	Strategy LU-9.4. Development guidelines: • Mitigation of bulk of large buildings through façade detailing and window coverage [N/A] • Hiding of large parking lots (more than one double-row deep) from thoroughfares with outlot structures [N/A] • Provision of pedestrian connections to parking and other buildings and properties [CONSISTENT]
Land Use & Development	The property is designated as a “Priority Infill Area” on the Growth Management Map (Map 8.3a). “Areas that are considered a high priority for the City to encourage infill development on remaining vacant lots and redevelopment of underutilized or underdeveloped properties”. [CONSISTENT]
	The project area is identified as a “Development Opportunity” in the Comprehensive Plan’s Map 8.2b: Development Framework. This includes vacant land, agricultural land, and single-family residential properties greater than five acres. [CONSISTENT]
	Strategy LU-1.1. Encourage infill development and redevelopment in areas planned for high-intensity development [CONSISTENT]
Population & Housing	Strategy PH-2.1. Encourage variation in lot sizes and housing types within new developments
	Strategy PH-3.2. Encourage mixed land use patterns that place residents within walking distance of services.
Natural & Environmental Resources	Strategy NR-1.2. Protect land adjacent to streams in order to protect water quality, reduce erosion, and protect wildlife habitat
	Strategy NR-1.3. Encourage restoration of natural habitat and drainage patterns in developed areas.
Cultural & Historic Resources	No Goals, Strategies or Actions are directly applicable to this project.
Community Facilities	No Goals, Strategies or Actions are directly applicable to this project.
Water Resources	Strategy WR-2.3. Enable and encourage Low-Impact Development practices in stormwater management
Transportation & Circulation	Strategy TC-1.1. - Encourage mixed-use, pedestrian-friendly development that reduces the need to drive between land uses.

REZONING ANALYSIS – GENERAL REZONING STANDARDS (ARTICLE 11-4)

GENERAL REZONING STANDARDS	
Compatibility	Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property –
	A mix of commercial and residential uses are found in the immediate area. Low density single family residential as well as multi-family residential are both found near the proposed project area. Additionally, intense uses such as manufacturing, a regional-scale shopping center and self-storage units are all adjacent to the site.
Changed Conditions	Whether and the extent to which there are changed conditions, trends or facts that require an amendment -
	The Francis Rd / Lakewood Rd area has seen significant development activity in recent years with additional development proposed in close proximity of the subject property. Recent developments include the Universal at Lakewood multi-family development which is currently under construction and will provide 291 apartment units.
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 -
	Based on the 2021 Bowen Housing Needs Assessment for Western North Carolina, Henderson County has an estimated rental housing gap of 1,650 to 2,008 Units for incomes between <50%-120% AMI. This represents one of the largest gaps in the WNC region. Over the last 3 years, the City of Hendersonville has approved 1,138 rental units. If this project is approved, Hendersonville's recently-approved rental units would total 1,237. It should also be noted that the Housing Needs Assessment Study does not account for the housing gap for incomes above 120% AMI. An additional gap, beyond that reflected in this 1,650 to 2,008-unit gap, exist for those income levels greater than 120% AMI.
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 by City water and sewer service. Francis Rd is designated as a Local street on the Comprehensive Transportation Plan and is maintained by NCDOT. The subject property will be serviced by the City Fire Dept and will also be served by the City of Hendersonville Police.
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 subject property features 340 trees of 12+” in dbh. 240 of these are proposed to be cleared. Allen Branch runs along the rear of the property where no site disturbance beyond a sewer crossing is proposed. There is also a blue line stream running through the center of the property according to the USGS Map. A field inspection by staff concluded that this is not an active stream but rather a dry creek / wet weather conveyance. The developer is working with the US Army Corp of Engineers to update the status of the creek. This ditch is proposed to be piped and utilized for stormwater management.

DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS STATEMENT

The petition is found to be **consistent** with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The subject property is located in an area designated as a 'development opportunity' and 'priority growth area' according to the City's 2030 Comprehensive Plan. Furthermore, the Regional Activity Center Future Land Use designation recommends densities exceeding those proposed for this development.

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 development of two-family residential dwellings will provide a needed housing type.*
- *The development would provide housing in close proximity to shopping and employment opportunities.*

DRAFT [Rational for Denial]

- *Regional Activity Center recommends uses with greater density and intensity than two-family residential. (LU-9.2 & LU-9.3)*

STAFF SITE PLAN REVIEW – SUMMARY COMMENTS

PROPOSED REQUEST DETAILS

- Site Plan Summary:
 - The site plan accompanying this petition contains the following provisions:
 - 99 Residential Units (Casitas) & Clubhouse totaling 2.09 Acres (16.4%)
 - 49 – Two-family Structures
 - 1 – Single-family Structure
 - Drives, Parking Spaces (188) and Sidewalks totaling 1.75 Acres (13.6%)
 - Open Space totaling 8.92 Acres (70%)
 - Common Open Space totaling 1.28 Acres (10%)
 - Fire Access with Grass Pavers
 - Greenway Easement on Allen Branch
- Proposed Uses:
 - Two-family & Single-family residential
- Developer Agreed Conditions (included on Site Plan):
 - Conditions Exceeding Standards:
 - Developer to provide non-exclusive, 20' wide greenway easement that runs parallel to Allen Branch Creek. [Staff-initiated – Agreed]
 - Developer to replace 50%, a total of 11, of the proposed Linden and Zelkova tree plantings with native medium or large canopy trees from the following Genera (Quercus and Acer). [Tree Board - Agreed]
 - Developer to protect preserved trees from construction activities as prescribed in the zoning code 15-4 regardless of use as tree credits. [Tree Board - Agreed]
 - Developer to plant an additional 15 oak, maple, and/or poplar trees than shown within the “Proposed Planting Schedule” shown on L110 – Landscape & Resource Plan, throughout the open spaces created by this development. [Tree Board – Counter]
 - Developer will perform a TIA after the rezoning is considered due to the location of the project on a Local Street as stipulated by the PRD zoning. The developer will be responsible for any mitigation of traffic impacts recommended as a result of the findings from the TIA. [Staff-initiated – Counter]
 - Conditions Reducing Standards:
 - The developer requests relief from the 75' requirement for parking space distance from the residential units [Developer-initiated]
 - Developer to be granted relief from second fire/emergency access requirement [Developer-initiated]
 - Any developer-provided aerial stream crossing shall be elevated above the 100-Year Floodway/NEZ and permitted under applicable codes [Staff-initiated – Counter].

OUTSTANDING ISSUES & PROPOSED CONDITIONS

COMMUNITY DEVELOPMENT

Site Plan Comments:

The site plan accompanying this petition meets the standards established by the Zoning Ordinance for Planned Residential Development (5-14) with the following exceptions:

- A number technical corrections were provided to the applicant. Each of these were resolved.

Proposed City-Initiated Conditions:

- None

CITY ENGINEER

Site Plan Comments:

- None

Proposed City-Initiated Conditions:

- None

WATER / SEWER

Site Plan Comments:

- Resolved

Proposed City-Initiated Conditions:

- None

FIRE MARSHAL

Site Plan Comments:

- Primary entrance and all drive aisles required to be 26-feet wide [resolved]
- Grass paved areas need to be extended and straightened. Marked up site plan provided [resolved]
- Grass paved areas require ""EMERGENCY ACCESS ONLY"" signage [resolved]
- Curbs at all turns need to be softened to allow fire apparatus to turn [resolved]
- The two proposed ""CC"" trees by fire access roads may block emergency apparatus; recommend substitution [resolved]
- A second entrance is required, It is recommend that road be extended to Cedar Bluff Drive to provide second emergency access. [resolved]

Proposed City-Initiated Conditions:

- None

STORMWATER ADMINISTRATOR

Site Plan Comments:

- Resolved - Jurisdictional Determination made by the Army Corps of Engineers to remove the blue line stream for a non-jurisdictional ephemeral drainage feature

Proposed City-Initiated Conditions:

- None

FLOODPLAIN ADMINISTRATOR

Site Plan Comments:

- Please note that utility service lines must be connected individually to the main. Each roofline must have its own connection to the sewer main. Water meters shall be located within the street right of way. [resolved]
- Provide a greenway trail easement along Allen Branch stream buffer. [resolved]
- Sewer plan should not show aerial stream crossing. Look at connecting to sewer on same side of Allen Branch to avoid aerial crossing of stream – possibly utilizing Cedar Bluff Dr. [outstanding]

Proposed City-Initiated Conditions:

- Developer to provide a flood study for use of aerial stream crossing for sewer connection to show no impact to flood hazard areas.
- Developer to increase greenway easement from 10' to 20' and include utility maintenance access to the easement. Easement location will not be impacted by aerial stream crossing.

PUBLIC WORKS

Site Plan Comments:

- Resolve Trash Cart Issues – individual carts are required. Could have central collection points but these often get quite messy if all carts are placed in a single location. Consider dispersing the collection point [resolve at final site plan]

Proposed City-Initiated Conditions:

- None

NCDOT

Site Plan Comments:

- Driveway permit and sidewalk encroach will be required at Final Site Plan

Proposed City-Initiated Conditions:

- None

TRANSPORTATION CONSULTANT

Site Plan Comments:

- The proposed use did not trigger a TIA

Proposed Condition:

- A TIA will be performed after the rezoning is considered due to the location of the project on a Local Street as stipulated by the PRD zoning. The developer will be responsible for any mitigation of traffic impacts recommended as a result of the findings from the TIA.

TREE BOARD**Site Plan Comments & Recommended Conditions:**

- See attached Tree Board Summary



NEIGHBORHOOD COMPATIBILITY MEETING REPORT
COTTAGES @ MASTERMIND (P22-55-CZD)
MEETING DATE: JUNE 3, 2022

PETITION REQUEST: Rezoning: Planned Residential Development - Conditional Zoning District (PRD)

APPLICANT/PETITIONER: Elam Hall / Tom Martinson (DHIC, LLC) [Applicant]

John Hammond (Hammond Family Trust) [Owner]

NEIGHBORHOOD COMPATIBILITY MEETING SUMMARY:

A Neighborhood Compatibility Meeting was held for this project on June 3, 2022 at 2pm in the City Operations Building at 305 Williams St and via Zoom. The meeting lasted approximately 20 minutes.

There was one member of the public in attendance in-person while 2 others attended virtually. Additionally, in attendance were the applicants and their development team and 2 members of City staff.

Staff gave the formal introduction and a brief overview of the request.

There were no pre-submitted.

The development team was allowed to present their project proposal for 98 two-family residential units + single-family unit on a 12.8 Acre site off of Francis Rd.

Concerns and questions from the public related to height of the structures, number of bedrooms, rental rate, fire access, on-site management, playground amenities, traffic impact, garbage collection, landscaping plans and the need for road improvements on Francis Rd.

Full minutes from the Neighborhood Compatibility are available for review by request.



TREE BOARD RECOMMENDATION
COTTAGES @ MASTERMIND (P22-55-CZD)
MEETING DATE: JULY 19, 2022

PETITION REQUEST: Rezoning: Planned Residential Development - Conditional Zoning District (PRD)

APPLICANT/PETITIONER: Elam Hall/ Tom Martinson (DHIC, LLC) [Applicant]
 John Hammond (Hammond Family Trust) [Owner]

TREE BOARD ACTION SUMMARY:

The engineer for the development, Warren Sugg of Civil Design Concepts, presented to the Tree Board at a regular meeting on July 19, 2022. The following Tree Board members were present: Mark Madsen, Mary Davis, Andy Crawford, Glenn Lange, & Mac Brackett. The following recommendations were made:

SUMMARY

Based on the documents provided prior to the Tree Board meeting, there are more than 340 - 12" or larger trees on this property consisting primarily of oak, maple, poplar and pine. It appears that a large number, more than 240 - 12" or larger trees will be removed from this property and not be preserved. Only 21 medium or large canopy trees will be replanted and not with similar species as currently found on the property. This property is one of the few remaining forested properties of this size and tree diversity in Hendersonville.

RECOMMENDATIONS

The Tree Board recommends the following conditions be applied to this development.

1. Replace 50% of the proposed Linden and Zelkova tree plantings with native medium or large canopy trees from the following Genera (Quercus and Acer) to help enhance bird populations by planting trees that produce food (insects) for nesting birds. 96% of our terrestrial birds rely on insects supported only by native plants.
2. All preserved trees must be protected from construction activities as prescribed in the zoning code 15-4 regardless of use as tree credits.
3. Plant an additional 15 oak, maple, and poplar (2.5" or larger caliper) trees throughout the open spaces created by this development.
4. Implement a vegetative planting plan that will enhance the banks of and create a 20' corridor around the stormwater pond to provide filtration and infiltration of stormwater from turf managed areas and enhance wildlife habitat. The plan must include diverse and appropriate species of native upland and wetland shrubs and perennial herbaceous plants (including warm season grasses, sedges, and plants important to pollinators) selected from the city's Recommended Landscape Species List for Street Trees and Land Development Projects. No turf grasses should be used.

FULL MOTION

The full motion provided by the Tree Board includes the following rationale:

Based on the following guiding city code documents (the Municipal Code, Chapter 46, Article IV, Division I, Trees & Shrubs, Section 46, 116 & 117; the Zoning Code, Article XV Buffering, Screening & Landscaping Sections 15-1, A & C and 15-4 A; the Subdivision Ordinance, Purpose and Intent, Section I.04, Part H; and the Comprehensive Plan, Vision Statement and Section 3.3, Goal NR-2, Strategy 2.3) and the City Council's adoption (Feb., 2021) of core values and beliefs as guiding principles as they apply to the prioritization of existing tree canopy, the Tree Board believes that this project is inconsistent and incompatible with the preservation of tree canopy in Hendersonville for the following reasons [listed above]:

BOARD ACTION

Motion: Lange

Yeas: All

Nays: None

Recused: None

Absent: Patricia Christie, Landon Justice

PLANNING BOARD RECOMMENDATIONProject #: P22-55-CZDMeeting Date: August 8, 2022

PETITION REQUEST: Conditional Rezoning – Cottages at Mastermind

APPLICANT/PETITIONER: Tom Martinson/Elam Hall, DR Horton [Applicant/Developer]
John & Betty Hammond/Family Trust [Owner]

PLANNING BOARD ACTION SUMMARY:

Staff gave a presentation on the request and reviewed the guidance from the Comprehensive Plan as well as the criteria for considering a rezoning. A specific topic around the alignment of the sewer connection and potential greenway connection was presented in detail. Warren Sugg, engineer, and Tom Martinson, developer, of the Development Team presented the details of their proposed site plan over the course of 20 minutes. In total, the Planning Board considered this item for 58 minutes. The Planning Board had questions related to the proposal in regards to provision of gates, rental vs owner-occupied, heights, per unit size, pedestrian connection to Highland Square, site lighting, stormwater management and constraints related to sewer connection. Overall there was a desire amongst the Planning Board that an aerial stream crossing for sewer be avoided.

One member of the public spoke and asked questions related to the development:

1. Ken Fitch, 1046 Patton Street – asked if grass pavers would be accessible to other emergency personnel other than the fire department.

MOTION:

Mr. Hanley made a motion to approve the petition. The motion was amended by Mr. Brown. The motion passed unanimously.

COMPREHENSIVE PLAN CONSISTENCY AND REASONABLENESS STATEMENT:

The petition is found to be consistent with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The subject property is located in an area designated as a ‘development opportunity’ and ‘priority growth area’ according to the City’s 2030 Comprehensive Plan. Furthermore, the Regional Activity Center Future Land Use designation recommends densities exceeding those proposed for this development

REASONABLENESS STATEMENT

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

[Rationale for Approval]

1. The development of two-family residential dwellings will provide a needed housing
2. The development would provide housing in close proximity to shopping and employment opportunities.

PROPOSED CONDITIONS:

In addition to those conditions listed on the Site Plan (with the exception of Developer Proposed Condition #1 below) the following conditions were recommended by the Planning Board:

1. **Permitted uses and applicable conditions presented on the site plan shall be amended to exclude the aerial sewer connection and include the condition read by staff:**

The developer agrees to connect to existing gravity sewer on the south side of Allen Branch west of the subject property so long as it is feasible. If a connection is not currently feasible, then the developer shall use best efforts to obtain a sufficient utility easement from affected property owners for connection. In this instance, best efforts include an offer to purchase a utility easement on the affected land at market value as determined by a certified MAI appraisal. If the developer is unable to obtain a utility easement from the affected property owners, then the developer may request that the City of Hendersonville obtain the needed utility easement from the affected property owner subject to the developer repaying the fair market value of the easement obtained by eminent domain. In this instance, fair market value shall be the value as determined by the condemning authorities' certified MAI appraisal or jury verdict, including any cost and attorneys' fees. If the City chooses not to use their powers of eminent domain, the developer may be permitted to install subsurface gravity sewer crossing the stream with adequate cover as determined by the City for sewer connection across Allen Branch Creek. If, upon review by City Staff, subsurface gravity sewer stream crossing is not feasible, the developer may be permitted to install a stream crossing without adequate cover after performing a flood study, at the developer's expense, showing no impact to flooding will occur. The aerial crossing is subject to the review by City Staff and shall be as near to the stream bottom as possible to reduce the amount of exposed pipe.

2. [Amendment] **Within the requirements of the Americans with Disabilities Act and per safety regulations, lighting shall be downward facing and fully shielded. Sidewalks away from the parking areas will use pedestrian height lighting as negotiated with city staff.**

CONDITIONS ON SITE PLAN:

- ~~1. Any developer-provided aerial stream crossing shall be elevated above the 100-Year Floodway/NEZ and permitted under applicable codes.~~
- 2. **Developer to provide non-exclusive, 20' wide greenway easement that runs parallel to Allen Branch Creek.**
- 3. **Developer to replace 50%, a total of 11, of the proposed Linden and Zelkova tree plantings with native medium or large canopy trees from the following Genera (Quercus and Acer).**
- 4. **Developer to protect preserved trees from construction activities as prescribed in the zoning code 15-4 regardless of use as tree credits.**
- 5. **Developer to plant an additional 15 oak, maple, and/or poplar trees than shown within the "Proposed Planting Schedule" shown on LI10 – Landscape & Resource Plan, throughout the open spaces created by this development.**
- 6. **Developer will perform a TIA after the rezoning is considered due to the location of the project on a Local Street as stipulated by the PRD zoning. The developer will be responsible for any mitigation of traffic impacts recommended as a result of the findings from the TIA.**
- 7. **The developer requests relief from the 75' requirement for parking space distance from the residential units.**
- 8. **Developer to be granted relief from second fire/emergency access requirement**

BOARD ACTION

- **Motion/Second:** Hanley / Blatt (Brown w/ Amendment)
- **Yeas:** Hanley, Blatt, Brown, Cromar, Peacock, Glassman, Flores, Martin, Nace, Robertson
- **Nays:** N/A
- **Absent:** N/A
- **Recused:** N/A

SITE CONDITIONS FOR APPROVAL

CITY PROPOSED CONDITIONS (DEVELOPER CONCESSIONS):

1. ANY DEVELOPER-PROVIDED AERIAL SEWER CROSSING SHALL BE ELEVATED ABOVE THE 100-YEAR FLOODWAY/NEZ AND PERMITTED UNDER APPLICABLE CODES.
2. DEVELOPER TO PROVIDE NON-EXCLUSIVE GREENWAY EASEMENT, 20' WIDE, THAT RUNS PARALLEL TO ALLEN BRANCH CREEK.
3. DEVELOPER TO REPLACE 50% A TOTAL OF 11, OF THE PROPOSED LINDEN AND ZELKOVA TREE PLANTINGS, AS SHOWN WITHIN THE "PROPOSED PLANT SCHEDULE" SHOWN ON L101 - LANDSCAPE & RESOURCE PLAN, WITH NATIVE MEDIUM OR LARGE CANOPY TREES FROM THE FOLLOWING GENERA (QUERCUS AND ACER).
4. DEVELOPER TO PROTECT PRESERVED TREES FROM CONSTRUCTION ACTIVITIES AS PRESCRIBED IN THE ZONING CODE 15-4 REGARDLESS OF USE AS TREE CREDITS.
5. DEVELOPER TO PLANT AN ADDITIONAL TOTAL OF 15 OAK, MAPLE, AND/OR POPLAR TREES, THAN SHOWN WITHIN THE "PROPOSED PLANT SCHEDULE" SHOWN ON L101 - LANDSCAPE & RESOURCE PLAN, THROUGHOUT THE OPEN AND/OR NATURAL SPACES OF THIS DEVELOPMENT.
6. DEVELOPER WILL PERFORM A TIA AFTER THE REZONING IS CONSIDERED DUE TO THE LOCATION OF THE PROJECT ON A LOCAL STREET (AS STIPULATED BY THE PRO ZONING). THE DEVELOPER WILL BE RESPONSIBLE FOR ANY MITIGATION OF TRAFFIC IMPACTS RECOMMENDED AS A RESULT OF THE FINDINGS FROM THE TIA.

DEVELOPER PROPOSED CONDITIONS:

7. DEVELOPER TO BE GRANTED RELIEF FROM THE 75' REQUIREMENT FOR PARKING SPACE DISTANCE FROM THE RESIDENTIAL UNITS.
8. DEVELOPER TO BE GRANTED RELIEF FROM SECOND FIRE/EMERGENCY ACCESS REQUIREMENT.

PIN: 9579-49-0053
Cedar Bluffs LTD Partnership
DB: 1006 PG 14.1
ZONING: PRD
USE: Residential

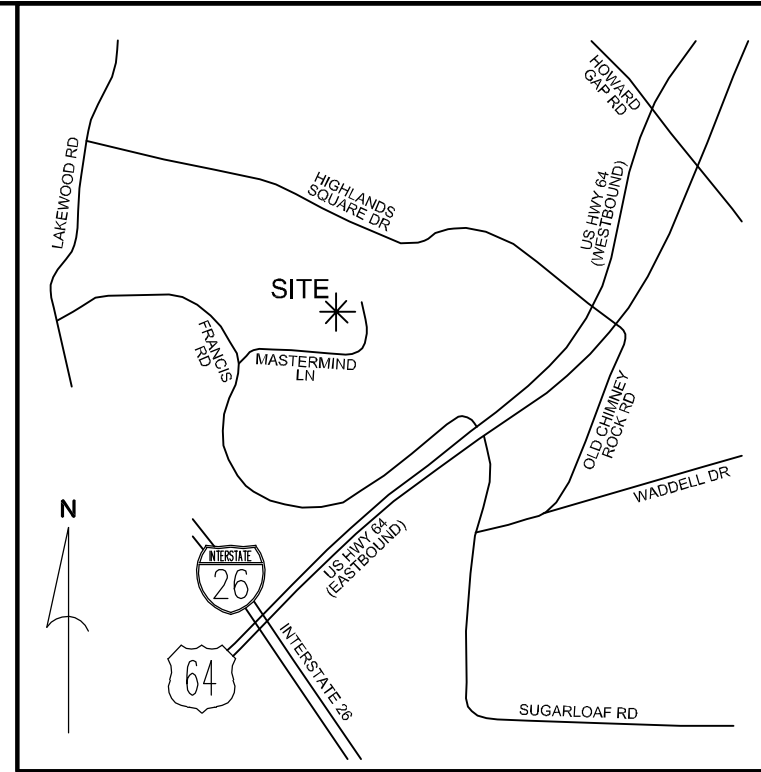
PIN: 9579-59-0614
Wal-Mart Real Estate Business Trust
DB: 1005 PG 03.1
ZONING: PCD
USE: Retail

PIN: 9579-58-3648
Robert D. Williams
DB: 597 PG 32.1
ZONING: R-40 (ETJ)
USE: Vacant

PIN: 9579-48-7422
Bon Worth Francis Road, LLC
DB: 1267 PG 107
ZONING: C-2 (ETJ)
USE: Vacant

PIN: 9579-47-6953
Bon Worth Francis Road, LLC
DB: 1267 PG 107
ZONING: C-2 (ETJ)
USE: Bon Worth Outlet Store

PIN: 9579-48-3336



VICINITY MAP
(NOT TO SCALE)

DEVELOPMENT DATA

OWNER/DEVELOPER: DHIC, LLC
2000 AERIAL CENTER PARKWAY
MORRISVILLE, NC 27560
CONTACT: TOM MARTINSON
(240) 997-4816

CIVIL ENGINEER: CIVIL DESIGN CONCEPTS, P.A.
168 PATTON AVENUE
ASHEVILLE, NC 28801
CONTACT: WARREN SUGG, P.E.
(828) 252-5388

SURVEYOR: ED HOLMES & ASSOCIATES, P.A.
200 RIDGFIELD COURT, SUITE 208
ASHEVILLE, NC 28806
CONTACT: C.M. EDGERTON JR, P.L.S.
(828) 225-6562

ARCHITECT: JDAVIS ARCHITECTS
510 S. WILMINGTON STREET
RALEIGH, NC 27601
CONTACT: LESLIE BLOEM
(919) 835-1500

PROJECT DATA

PIN: 9579-48-2415, 9579-48-6832
ADDRESS: 102 FRANCIS RD, 228 MASTERMIND LN
DEED BOOK/PAGE: 3752/161; 3817/216
SITE AREA: 12.76 ACRES
CURRENT ZONING: C-2/R-40 (CITY ETJ)
PROPOSED ZONING: PRD C2D (CITY)

SETBACKS:
FRONT: 10' (BLDG IN FRONT OF PARKING)
SIDES: 30'
REAR: 30'

DISTURBED AREA: 10.0± AC

PARKING CALCULATIONS:

VEHICULAR:
REQUIRED SPACES: 2 SPACES PER UNIT
99 UNITS

PROVIDED SPACES: 1.9 PER UNIT

HANDICAPPED SPACES: SPACES REQUIRED: 6 SPACES PROVIDED: 6

BUILDING DATA:

BUILDING	DESCRIPTION	HEIGHT	GFA
CASITA - 2 UNIT (49)	2 STORIES	20'	3,200 SF
CASITA - 1 UNIT (1)	2 STORIES	20'	3,200 SF
CLUBHOUSE	1 STORY	20'	4,683 SF
MAILROOM	1 STORY	12'	517 SF
GARAGE (3)	1 STORY	11'	1,518 SF

DENSITY CALCULATIONS:

ALLOWED: 127 UNITS MAX - 10.0 UNITS/ACRE
PROJECT UNITS: 99 UNITS - 7.8 UNITS/ACRE

IMPERVIOUS CALCULATIONS:

PRE-DEVELOPMENT: IMPERVIOUS 0.46 ACRES (04%) PERVIOUS 12.30 ACRES (96%)
POST-DEVELOPMENT: 4.70 ACRES (37%) 8.06 ACRES (63%)

OPEN SPACE CALCULATIONS:

REQUIRED: 7.66 AC (60%)

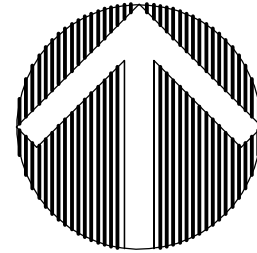
PROJECT ACREAGE: 12.76 AC
SITE COVERAGE - BUILDINGS: -2.09 AC
SITE COVERAGE - STREETS & PARKING: -1.75 AC
REMAIN AREA - PROVIDED OPEN SPACE: 8.92 AC (70%)

COMMON OPEN SPACE:

REQUIRED: 1.28 AC (10%) PROVIDED: 1.28 AC (10%)

LANDSCAPE REQUIREMENTS: SEE L101 LANDSCAPE PLAN

CDC INSPECTIONS HOTLINE:
828-771-4735 OR INSPECTION@CDCGO.COM



NORTH

SITE PLAN

GRAPHIC SCALE



SITE PLAN FOR:

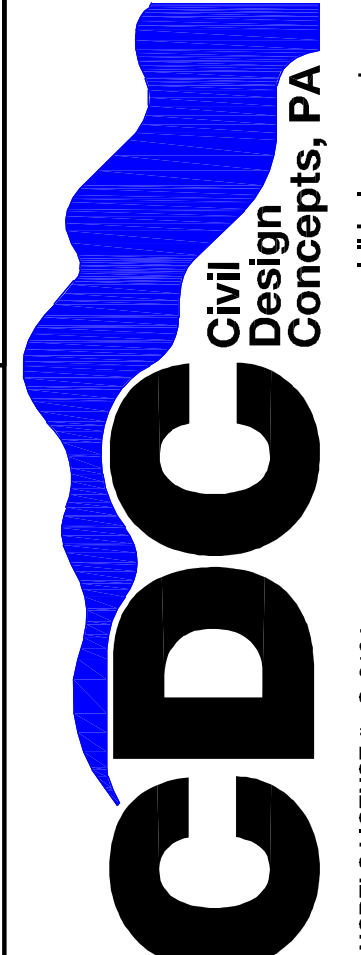
COTTAGES AT MASTERMIND

DRAWN BY:
CDC PROJECT NO.:
XXX PERMIT NO.

AMP
12211
xxx

SHEET

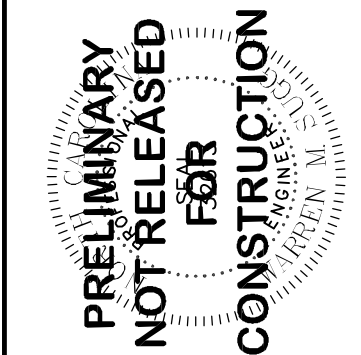
C201



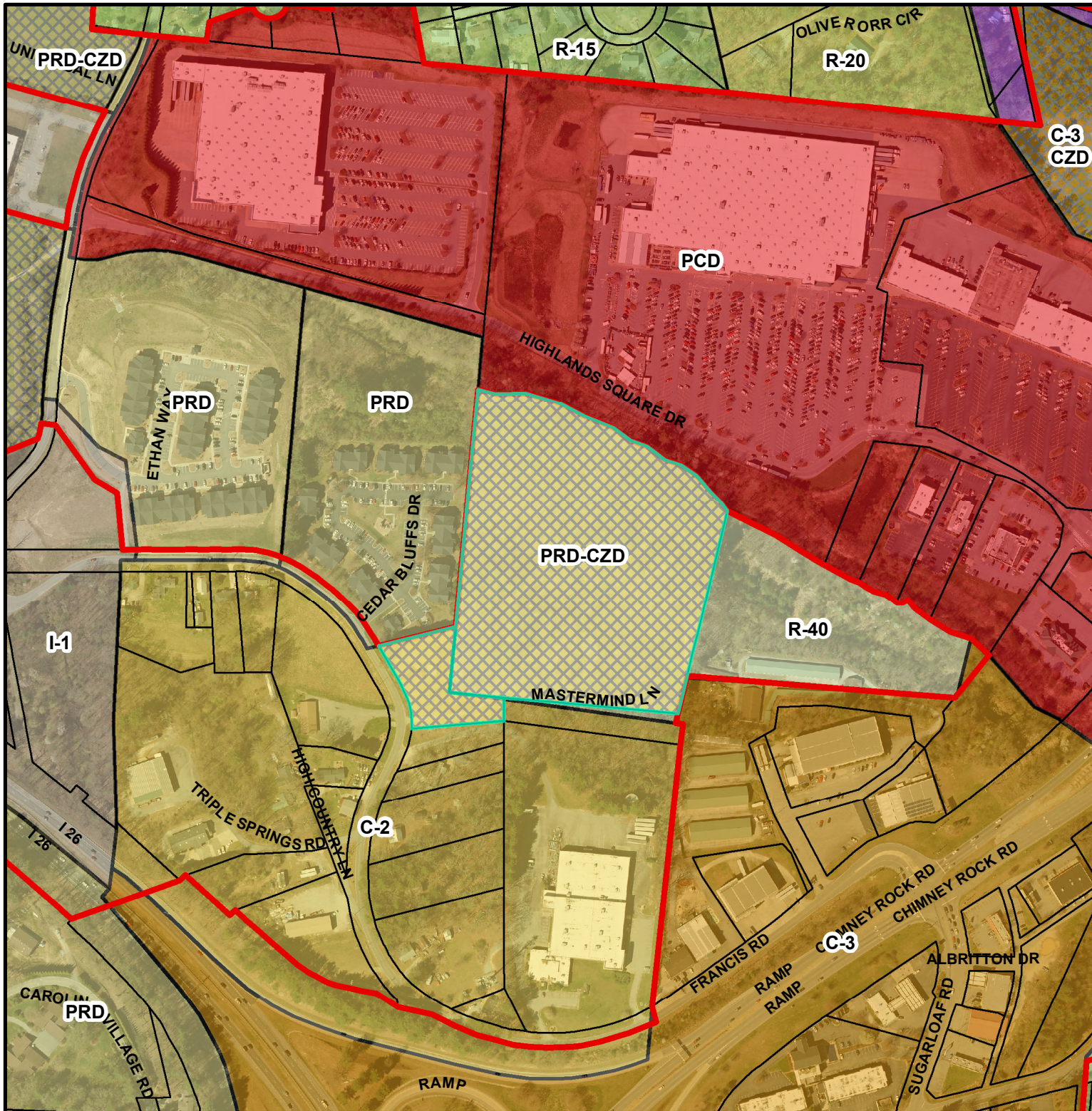
168 PATTON AVENUE
ASHEVILLE, NC 28801
PHONE (828) 252-5388
FAX (828) 252-5386

52 WALNUT STREET - SUITE 208
WAYNESVILLE, NC 28786
PHONE (828) 455-5474
FAX (828) 455-5466













MAD	CITY OF HENDERSONVILLE C2D SUBMITTAL	REVISED PER PRELIMINARY CITY COMMENTS	REVISED PER PRELIMINARY CITY COMMENTS	REVISIONS	DATE	BY
1	06/30/2022					
2	07/06/2022					
3	07/15/2022					
4	07/29/2022					



DHIC, LLC - HENDERSONVILLE, NORTH CAROLINA



Cottages at Mastermind
P22-055-CZD
PINs: 9579-48-2415 & -6832
Acreage: 12.76
Proposed Zoning
Community Development Department

-  Subject Property
-  Hendersonville City Limits
- Hendersonville Zoning**
-  CZD Conditional Zoning Districts
 -  R-40 Estate Residential
 -  R-20 Low Density Residential
 -  R-15 Medium Density Residential
 -  PRD Planned Residential Development
 -  C-3 Highway Business
 -  C-2 Secondary Business
 -  PCD Planned Commercial Development
 -  HMU Highway Mixed Use
 -  I-1 Industrial





Transmittal

Date: May 20, 2022

Project Name: Mastermind

CDC Project: 12211

Permit #:

To: Tyler Morrow, Planner II
Community Development Department
Planning Division
100 N. King Street
Hendersonville, NC 28972

Via: ☐ Mail ☐ Overnight ☐ Hand Delivered ☐ Pick up @ CDC Office ☒ Digital

Copies	Date	Description
1	05/20/2022	Application Fee
1	05/20/2022	Conditional Zoning District Checklist
1	05/20/2022	Conditional Zoning District Application
3	05/20/2022	24"x36" Concept Plan
3	05/20/2022	11x17 concept plans

Remarks:

Attached is the Conditional Zoning District Concept Plan submittal to request a Neighborhood Compatibility Meeting for the proposed residential project. Please let us know if you have any questions or comments.

Thank you,


Warren Sugg.

S:\ACAD\12211\docs\Planning\submittal parts\Transmittal.docx

Mailing Address: P.O. Box 5432, Asheville, NC 28813

168 Patton Avenue Asheville, NC 28801
Phone 828-252-5388 Fax 828-252-5365

52 Walnut Street – Suite 9, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455



**CITY OF HENDERSONVILLE
COMMUNITY DEVELOPMENT DEPARTMENT**

100 N. King Street, Hendersonville, NC 28792

Phone (828) 697-3010|Fax (828) 698-6185

www.hendersonvillenc.gov

**Conditional Zoning District Petition
Section 7-4 and Article 11 City Zoning Ordinance**

The following are the **required** submittals for a complete application for rezoning a property or properties to a Conditional Zoning District. Staff will not review applications until each item has been submitted and determined complete. By placing a check mark by each of the following items, you are certifying that you have performed that task.

- ☒ 1. Scheduled Pre-Application meeting with Planning Staff
 - 1a. Completed Neighborhood Compatibility Meeting – Contact Staff & Review CZD Checklist for additional information
- ☒ 2. Water and Sewer Availability Request
- ☒ 3. Completed Application Form
- ☒ 4. Completed Signature Page (completed Owner's Affidavit if different from applicant)
- ☒ 5. Completed Site Plan as described in Section 7-4.3-1 of the City Zoning Ordinance
- ☒ 6. Detailed explanation of any Proposed Development Description
- ☒ 7. Application Fee

Note: Additional Approvals prior to the issuance of a Zoning Compliance Permit may include, but are not limited to the following:

- Henderson County Sedimentation & Erosion Permit
- Stormwater Management Plan
- Utility Approval
- NCDOT Permit
- Any other applicable permits as determined by the Community Development

[Application Continued on Next Page]

Office Use:

Date Received: _____ By: _____ Fee Received? Y/N

A. Applicant Contact Information

Tom Martinson
* Printed Applicant Name

DHI Communities
Printed Company Name (if applicable)

☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership

☐ Other: _____

Tom Martinson
Applicant Signature

Development Manager
Applicant Title (if applicable)

2000 Aerial Center Parkway
Address of Applicant

Morrisville, NC 27560
City, State, and Zip Code

240-997-4816
Telephone

tmartinson@drhorton.com
Email

* 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.

[Application Continued on Next Page]

B. Property Owner Contact Information (if different from Applicant)

The Hammond Family Trust; John Hammond Trustee

*Printed Owner Name

Printed Company Name (if applicable)

☐ Corporation☐ Limited Liability Company☒ Trust☐ Partnership☐ Other: _____

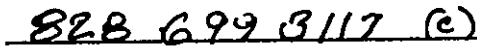

Property Owner Signature




Property Owner Title (if applicable)



City, State, and Zip Code



Telephone



Email

* 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.

Note: Additional Owner Signature pages attached.

B. Property Owner Contact Information (if different from Applicant)

John Hammond; Betty Hammond


*Printed Owner Name

Printed Company Name (if applicable)

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership
☐ Other: _____


 Property Owner Signature


 Property Owner Title (if applicable)


 City, State, and Zip Code


 Telephone


 Email

* 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.

Note: Additional Owner Signature pages attached.

C. Property Information

Name of Project: Mastermind

PIN(s): 9579-48-6832; 9579-48-2415

Address(es) / Location of Property: 102 Francis Road; 228 Mastermind Lane

Type of Development: ☒ Residential ☐ Commercial ☐ Other

Current Zoning: R-40 (6832) /C-2 (2415)

Total Acreage: 12.76

Proposed Zoning: PRD-CZD

Proposed Building Square Footage: 1,598

Number of Dwelling Units: 99

List of Requested Uses: _____

D. Proposed Development Conditions for the Site

In the spaces provided below, please provide a description of the Proposed Development for the site.

A. Applicant Contact Information

Elam Hall

* Printed Applicant Name

DHIC, LLC

Printed Company Name (if applicable)

☐ Corporation

☒ Limited Liability Company

☐ Trust

☐ Partnership

☐ Other: _____

Elam Hall

Applicant Signature

Vice President

Applicant Title (if applicable)

1341 Horton Circle

Address of Applicant

Arlington, TX 76011

City, State, and Zip Code

817-390-1400

Telephone

rehall@drhorton.com

Email

* 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.

[Application Continued on Next Page]



StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette
The Fayetteville Observer

Order Confirmation

Not an Invoice

Section 7, Item B.

Account Number:	488558
Customer Name:	City Of Hendersonville
Customer Address:	City Of Hendersonville 160 6Th AVE E City Clerk Hendersonville NC 28792-3775
Contact Name:	Angela Reece
Contact Phone:	828-697-3005
Contact Email:	areece@hvlnc.gov
PO Number:	

Date:	08/16/2022
Order Number:	7666493
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	123.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
HEN Times-News	2	08/21/2022 - 08/28/2022	Govt Public Notices
HEN blueridgenow.com	2	08/21/2022 - 08/28/2022	Govt Public Notices

Total Order Confirmation

\$34.52

PUBLIC HEARING NOTICE

Notice is hereby given that the City of Hendersonville City Council will hold two public hearings on Thursday, September 1, 2022, at 5:45 p.m., or as soon thereafter as possible in the City Operations Assembly Room located at 305 Williams Street, Hendersonville, NC to consider the following:

I. **Pressure Washing Contract Award – Community Development Dept. – Downtown Division** - The purpose of the hearing is to consider a proposed contract for pressure washing on Main Street following the North Carolina Apple Festival. The scope of work includes pressure washing the street and cleaning furniture of night during off hours in the week following the Apple Festival. The contract is proposed to be five years at a price of \$900 per year. The apparent successful bidder, WNC Pressure Washing was selected through a competitive bid process pursuant to N.C.G.S. § 160A-536 and selected due to references, scheduling, and past work completed. The public is invited to attend and comment.

II. **Conditional Zoning District- Cottages at Mastermind (P22-055-CZD)** - Application for a conditional rezoning from Elam Hall & Tom Marlinson of DHJ Communities, applicant and John and Betty Hammond & Hammond Family Trust, property owners. The applicant is requesting to rezone the subject property, PINs 9579-48-2415 and 9579-48-6832 and located off Francis Road/Mastermind Lane, from C-2 Secondary Business and R-40 Low Density Residential to PRD-CZD, Planned Residential Development Conditional Zoning District for the construction of 99 residential units (40 two-family structures and one single family structure) on approximately 12.76 acres.

Digital/written public hearing comments must be received twenty-four hours prior to the meeting (by 5:45 p.m. on Wednesday August 31st) to be considered by the City Council and must comply with security criteria in the Council's Public Comment Policy, available on the City's website.

Public hearing comments will also be accepted during the meeting from those attending in person and from those participating live via ZOOM at the designated time of this meeting. For security reasons screen sharing will not be allowed. Anyone wishing to submit written/digital public hearing comments for these public hearings prior to the meeting may visit <https://www.hendersonville.nc.gov/comment> to submit their comment. It is not necessary to submit digital comments if you are planning to address City Council during the meeting.

The meeting instructions to join by Zoom will be available on the City's website calendar by visiting <https://www.hendersonville.nc.gov/events-calendar> and as follows:

Zoom information for the meeting is: <https://zoom.us/join>
 Dial-in by phone: (646) 558-8656
 Meeting ID: 822 0104 2208
 Passcode: 1847

The City of Hendersonville is committed to providing accessible facilities, programs, and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact the City Clerk no later than 24 hours in advance of the meeting (828) 697-3005.
 8/21, 8/28 7666493



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

John Connet

MEETING DATE:

09/1/2022

AGENDA SECTION:

UNFINISHED BUSINESS

DEPARTMENT:

Administration

TITLE OF ITEM:

Pickleball Court Discussion – *Tom Wooten, Public Works Director and Mark Stierwalt, Public Works Superintendent*

SUGGESTED MOTION(S):

I move that the City Council direct staff to move forward with the development of pickleball courts in the following manner _____.

SUMMARY:

This is a continuation of the discussion from the July 7, 2022 and August 4, 2022 meetings.

Staff had originally proposed to relocate the Boyd Park tennis courts to Patton Park. However, we have received feedback that there is a need for pickleball courts instead of tennis courts. The Public Works Department will present potential options to the City Council.

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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Tom Wooten, Public Works Director
MEETING DATE: September 1, 2022

AGENDA SECTION: NEW BUSINESS
DEPARTMENT: Public Works

TITLE OF ITEM: Resolution to Select Contractor for 2022 Resurfacing Project – *Tom Wooten, Public Works Director*

SUGGESTED MOTION(S):

I move that City Council approve the *Resolution by the City of Hendersonville City Council to Select a Contractor for the 2022 Street Resurfacing Project, Authorize the Director of Public Works to Execute a Contract, and to Bid and Award Additional Street Projects Within Budgeted Funds Available*, as presented.

SUMMARY:

The City opened formal bids on Wednesday August 17, 2022 for the 2022 resurfacing project. Tarheel Paving & Asphalt Co. was the low bidder out of four companies. Staff is requesting to contract with the low bidder for this project. Since the low bid was \$336,027.17, staff will put out a second bid using an informal bid process, for the paving of additional roads to utilize our remaining funds budgeted for this year. Staff is requesting to be able to award the bid and enter into a contract after bids have been received through this informal process without having to bring it back to City Council in order to be able to timely pave the additional streets in consideration of the upcoming winter months.

BUDGET IMPACT: \$600,000 is budgeted for this project.

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

If no, describe how it will be funded.

ATTACHMENTS:

Resolution

Bid/Contract Document with Map

2022 Street Resurfacing Bid Tabulation Sheet

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO SELECT A CONTRACTOR FOR THE 2022 STREET RESURFACING PROJECT, AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO EXECUTE A CONTRACT, AND TO BID AND AWARD ADDITIONAL STREET PROJECTS WITHIN BUDGETED FUNDS AVAILABLE

WHEREAS, the City posted a request for formal bids for the 2022 Street Resurfacing Project and;

WHEREAS, formal bids were opened on Wednesday, August 17, 2022, and Tarheel Paving & Asphalt Co. was the low bidder; and

WHEREAS, the bid from Tarheel Paving & Asphalt Co. is substantially lower than budgeted funds available for the 2022 Street Resurfacing Project, which would allow the acceleration of some of the resurfacing projects scheduled for next year to be accelerated to this current fiscal year; and

WHEREAS, Staff will put out an informal bid to utilize the remainder of funds budgeted for the 2022 Street Resurfacing Project, and is requesting authorization to be able to award a contract to the low bidder up to the amount of funds budgeted without bringing it back to the City Council in order to accommodate the repaving of the additional streets in a timely manner, taking into account the upcoming winter months;

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

1. The 2022 Street Resurfacing Project is awarded to Tarheel Paving and Asphalt Co.
2. The Director of Public Works is authorized to execute a contract for the 2022 Street Resurfacing Project with Tarheel Paving & Asphalt Company in the amount of \$336,027.17; and
3. The Director of Public Works is authorized to award a bid to the low bidder from bids received through the informal bid process to bid out additional street resurfacing for this fiscal year, up to the amount of funds budgeted, and to award and enter into a contract for this additional resurfacing on behalf of the City of Hendersonville in consultation with the City Attorney.

Adopted by the City Council of the City of Hendersonville, North Carolina on this _____ day of September, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Bid Tabulation
August 17, 2022
IFB # 231555001
2022 Street Resurfacing
City of Hendersonville

<u>Bidder/Company</u>	<u>Bid Amount</u>	<u>Company Representative</u>
Tarheel	\$ 336,027.17	J Dalton Friel
JLS Company	\$ 591,003.19	Eduardo Gomez
Rogers Group	\$ 655,853.05	Kan Atwood
Trace & Co	\$ 511,459.07	J. CHRIS TERRY

For the City of Hendersonville: Tom Wooten

INVITATION FOR BID

IFB # 231555001

2022 STREET RESURFACING

Hendersonville, NC

City of Hendersonville
Public Works Department
305 Williams Street Hendersonville,
North Carolina 28792
(828) 697-3084
twooten@hvlnc.gov
FAX: (828) 697-3089

2022 STREET RESURFACING TABLE OF CONTENTS

INVITATION FOR BIDS	1
CERTIFICATES, FORM OF BID & AGREEMENT	
• GENERAL CONDITIONS	3
• BID SCHEDULE	7
• NOTICE OF AWARD	12
• ACCEPTANCE OF NOTICE	13
• PAYMENT BOND	14
• PERFORMANCE BOND	17
• NOTICE TO PROCEED	20
• AGREEMENT	21
• E VERIFY AFFIDAVIT	23
• SALES AND USE TAX AFFIDAVIT	24
• CONTRACT CHANGE ORDER	26
• APPLICATION FOR PAYMENT	27
• SECTION 01500- SPECIAL CONDITIONS	28
• MAP	31
• MANHOLE RISER INSTRUCTIONS	32

INVITATION FOR BIDS

Section 9, Item A.

FOR

CITY OF HENDERSONVILLE
2022 STREET RESURFACING
HENDERSONVILLE, NORTH CAROLINA

SCOPE OF WORK

2022 Street Resurfacing includes but is not limited to: mobilization, leveling, overlay, and re-striping as it applies to each street. The contractor will be responsible for raising or lowering manholes, water valves, and catch basins as required to match proposed finish grade. The contractor shall be responsible for all State and local permits and Call Before You Dig matters. The contractor will provide all necessary traffic control signs, cones, etc. and provide flagmen as needed. The contractor is also responsible for notifying businesses and residences within each work zone of the construction schedule and of any changes to that schedule.

BIDS

Bids for this work will be received by:

Tom Wooten., Public Works Director
City of Hendersonville
305 Williams Street
Hendersonville, NC 28792
Ph: 828-697-3084/ Fax: 828-697-3089

up to **9:00 AM, on Wednesday, August 17, 2022** and immediately thereafter publicly opened and read aloud in the Operations Center Small Conference room located at 305 Williams Street, Hendersonville, NC. No bids will be accepted after this time.

PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

Complete specifications and contract documents may be examined at the following locations:

City of Hendersonville
City Operations Center
305 Williams Street
Hendersonville, NC 28793
(828) 697-3084

Copies of complete plans, specifications and contract documents may be obtained in person at the following location:

City of Hendersonville
City Operations Center
305 Williams Street
Hendersonville, NC 28793
(828) 697-3084

QUESTIONS AND CLARIFICATIONS

All questions and requests for clarification of the plans and specifications must be in writing and mailed, faxed or emailed to Tom Wooten, 305 William St Hendersonville, NC 28793, fax (828) 697-3089, twooten@hvlnc.gov. No verbal answers will be given. Questions and clarifications will be addressed at the pre-bid meeting.

Bid Bonds

All bids must include a bid security in the amount of 5% of their bid. Bid security may be in the form of a bid bond, a cashiers check, certified check or cash.

License Requirements

Contractors are hereby notified that they must have proper license under the NC State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general license classification for HIGHWAY CONTRACTOR.

SUBMISSION OF BIDS

Bids shall be made only on the form provided herein with the bid amount properly filled in and all signatures properly executed. Bids shall be submitted in a sealed envelope with the following clearly marked on the outside. A electronic version of the bid on a USB drive shall be included in the packet.

Bid Proposal: Attn: Tom Wooten, Public Works
Director

2022 STREET RESURFACING

(Bid Date) (Contractor)
(License Number)
(IFB # 231555001)

If awarded, the bid will be awarded to the lowest responsible bidder submitting a responsive bid, taking into account quality, performance and time. The successful bidder will be required to enter into the agreement included in the bidding documents. The City reserves the right to reject any or all bids, and to waive minor defects and informalities. Any bid may be rejected for any reason determined by the City Council to be in the best interest of the unit, except for the purposes of evading the public bidding laws.

A mandatory pre-bid conference will be held on Wednesday August 10, 2022 at 10:00 AM in the Operations Center small conference room located at 305 Williams Street, Hendersonville, NC.

GENERAL CONDITIONS

1. DEFINITIONS

Owner: "Owner" shall mean, The State of North Carolina through (name of agency)

Contractor: "Contractor" shall mean the entity that will provide the services for the Owner.

Designer: The designer(s) are those referred to within the Contract documents, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the Project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

2. Scope of Services. The Contractor agrees to perform for the City the following services according to the following requirements:

The Contractor agrees to complete the construction of the Project in accordance with the Contract Documents. Such construction of the Project shall constitute the "Work." The Contractor agrees to provide all of the personnel, contract personnel, subcontractors, financial resources, materials, supplies, and equipment necessary to complete the Work in a timely and professional manner in accordance with the standards of the profession for similar work in the Henderson County area at the time of the performance of the Work.

3. Contract Documents. The Contract Documents consist of the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Non-collusion Affidavit, Substitution Listing, all Addenda issued, the Contract Drawings and Specifications, the City's Standard Form Contract, and the General Conditions of the Construction Contract. The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be the Construction Contract, the Bid Proposal Form, the Substitution Listing (only those items accepted by the City), Addenda, the Contract Drawings, the Instructions to Bidders, the General Conditions of the Contract, the Invitation to Bid, and the Non-collusion Affidavit.
4. Licensure Required. The Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1, and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
5. Coordination With Others. The Contractor agrees to coordinate its Work with the work of any other unaffiliated contractors or with the work of the City's own forces to avoid delaying or interfering with their work.
6. Contract Insurance. Contractor shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit A, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the City, naming the City as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the City.
7. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the City. **The Contractor will have 60 consecutive calendar days** to complete the Work from the date of Contractor's receipt of the Notice to Proceed.
8. Payment for Services. In consideration of the above services, the City will pay the Contractor, in accordance with the Contractor's, plus reimbursable expenses at the Contractor's actual cost (without

markup). Contractor will submit monthly Requests for Payment for Work performed to the Project Engineer who will forward them to the Project Architect for Review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Project Architect must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents, and certify that the Request for Payment is appropriate for payment before the City shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the City, in whole or in part, the City shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment from the Architect and shall pay all undisputed amounts therein.

- a. **INVOICES FOR PAYMENT.** Not later than the fifth day of the month, the contractor shall submit to the owner a request for payment for work done during the previous month. The request shall be in the form Application for Payment contained in these documents. The contractor shall substantiate the request with invoices of vouchers or payrolls or other evidence. Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Tom Wooten., Public Works Director
City of Hendersonville
305 Williams Street
Hendersonville, NC 28792
Ph: 828-697-3084/ Fax: 828-697-3089

It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

- b. The designer with the approval of the Owner may withhold payment for the following reasons:
- (1) Faulty work not corrected.
 - (2) The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
 - (3) To provide for sufficient contract balance to cover liquidated damages that will be assessed.
 - (4) The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
 - (5) Claims filed against the Contractor or evidence that a claim will be filed.
 - (6) Evidence that subcontractors have not been paid.
 - (7) When grounds for withholding payments have been removed, payment will be released. Delay of payment due the Contractor without cause will make owner liable for payment of interest to the Contractor as provided in G.S. 143 134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.
- c. Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO

CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

9. Acceptance. Execution of the Contract constitutes an agreement to the terms contained within the Contract Documents. The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the City with respect to the performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." Except as provided herein, no additional or supplemental provision or provisions in variance with the Contract Documents that may appear in Contractor's proposal, acknowledgment, Requests for Payment, or in any others communication from Contractor to the City shall be deemed accepted by or binding on the City. The City hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the City's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the City are subject to correction.
10. Working Drawings And Specifications At The Job Site. The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative. The Contractor shall also maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on Project drawings by the Contractor and submitted to the designer upon Project completion and no later than 30 days after acceptance of the Project.
11. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
 - a. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
 - b. Upon notice, the Contractor shall furnish evidence as to quality of materials.
 - c. The Contractor shall assure proper storage, meeting Federal and State regulations, of all potentially toxic and/or harmful chemicals or materials, to prevent possible access to these materials.
 - d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
 - e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
 - f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or

designer, or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from grounds.

- g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
 - h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the Project, and exercise the appropriate quality control program to ensure compliance with the Project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.
12. Cleaning Up And Restoration Of Site. The Contractor shall be responsible, at the completion of each day's work, to leave the site in a clean workmanlike condition. Additionally, Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.
13. Codes, Permits And Inspections. The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All fire alarm work shall be in accordance with the latest State Construction Office (SCO) Guidelines for Fire Alarm Installation (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of the work where he installs it in conflict with the latest edition of the SCO Guidelines for Fire Alarm Installation..

14. Protection Of Work, Property, The Public And Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner. Contractor shall have access to the Project at all times.
- a. The Contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
 - b. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
 - c. The Contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
 - d. The Contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. Accident Prevention Manual in Construction, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

- e. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- f. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the Contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the Contractor on account of such action shall be determined as provided for under Article 13(b).

Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the Contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

15. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible “as-built” marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation “No Changes.” The Designer/Owner must receive “As-built” marked-up construction drawings and specifications before the final pay request can be processed.
16. Entire Agreement. The Contract Documents constitute and represent the complete and entire agreement between the City and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
17. Changes, Additions, Deletions. No changes, additions, deletions or modifications (other than substitutions accepted by the City at the time the contract is awarded) of the scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted unless the same are incorporated into a written Change Order, signed by the City and the Contractor. However, the Contractor will not be liable for delays caused by circumstances beyond its control including without limitation, delays caused by acts of God, the City or its other consultants/contractors, federal, state, and local government authorities, strikes, riots, civil unrest, war, or unknown or concealed conditions, and if such delays occur, the Contractor will be entitled to an equitable adjustment in the time for the performance of the Work and compensation.
18. Change Orders. Change orders shall be submitted by the Contractor in writing to the owner/designer for review and approval. The Contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the Contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within five (5) days after receipt of the Contractor’s accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the Contractor for his signature or otherwise respond, in writing, to the Contractor’s proposal. Within five (5) days after receipt of the change order executed by the Contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner’s signature. The owner shall execute the change order, within five (5) days of receipt.
 - a. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the Project as a result of the change in the work.
 - b. If, during the progress of the work, the owner requests a change order and the Contractor’s terms are unacceptable, the owner, may require the Contractor to perform such work on a time and material basis whereupon the Contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and “net cost” and “cost” per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.
19. Relationship of the Parties. The Contractor is an independent Contractor and not an affiliate of the City. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as

establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the City. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.

20. Sales Taxes. Any applicable sales taxes shall be invoiced as a separate item.
21. Substitutions. Substitutions proposed by the Contractor on the Substitution Listing Form, submitted with the Contractor's Bid Proposal, which are accepted by the City shall be considered a modification to the Contract Documents. No other substitutions shall be made by the Contractor unless the same is put into a Change Order, signed by the Owner and Contractor.
22. Indemnification. To the greatest extent allowed by the law the Contractor shall indemnify and hold harmless the City, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"), but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim. In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Contractor shall indemnify and save harmless the City, its officers, agents, employees and assigns from all loss or the payment of all sums of money, but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim.
23. Anti-Discrimination. During the performance of the Contract, the Contractor shall not discriminate against or deny the Contractor's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
24. Insurance. The Contractor shall provide the insurance coverages shown on Exhibit A, attached hereto and incorporated herein by reference. The Contractor shall provide the City with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents PRIOR to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
25. Ethics in Public Contracting. By submitting their prices and acceptance of this Contract, the Contractor certifies that their proposal was made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
26. Applicable Laws and Courts. This Contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
27. Strict Compliance. The City may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
28. Assignment. The Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the City.
29. General Provisions. The City's remedies as set forth herein are not exclusive. Any delay or omission by the City in exercising any right hereunder, or any waiver by the City of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
30. Risk of Loss. Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, certified by the Architect, and approved by the City.
31. Warranties. The Contractor warrants it shall adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the City of Hendersonville in the performance of the Work outlined in this Contract and any attached specifications. The Contractor warrants that any finished Work completed hereunder shall also adhere to all applicable laws, codes, ordinances, and

regulations of the United States, the State of North Carolina, the County of Henderson, and the City of Hendersonville. The Contractor warrants that all Work will be performed in accordance with this Contract and the standard of care ordinarily used by members of the Contractor's engineering profession practicing under similar circumstances and at the same time in Henderson County.

Guarantee - The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period. Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

The Contractor makes no additional warranties, express or implied, in connection with the Work. In addition to any other rights available at law or in equity, the City shall be entitled to consequential and incidental damages.

32. Default. In the event of a breach by the Contractor, addition to any other remedies available to the City in law or equity, the City may procure upon such terms as the City shall deem appropriate, construction services substantially similar to those so terminated, in which case the Contractor shall be liable to the City for any excess costs for such similar services and any expenses incurred in connection therewith. This Contract shall not terminate if the alleged default is cured within a ten (10) day notice period. In the event this Contract is terminated by the City for the default of the Contractor, the City shall be entitled to keep and use Work, including materials and supplies on site provided by the Contractor in finishing the construction of the Project.
33. Termination for Convenience. The City shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing ten (10) day notice in writing from the City to the Contractor. If the Contract is terminated by the City in accordance with this paragraph, the Contractor will be paid for all Work performed and reimbursable expenses incurred up to the effective date of the termination. The City will not be liable to the Contractor for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
34. Assignment. Contractor may not assign, pledge, or in any manner encumber the Contractor's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the City's prior, express written consent. Hiring a subcontractor to perform any portion of the Work shall be at the Contractor's discretion; however Contractor shall remain liable and responsible to the City for all such Work completed by subcontractors.
35. No Third Party Beneficiaries. There shall be no intended nor incidental third party beneficiaries of this Contract. The Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party beneficiaries.
36. Valid Contract. In order for this Contract to be valid, it must be executed by the City Manager or his or her authorized designee, and must be preaudited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
37. Verification of Work Authorization. The Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors.
38. Iran Divestment List. With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
39. Severability. If any provision of this Contract is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.

40. Dispute Resolution. As a precondition for filing a lawsuit related to a dispute under this Agreement, a party must comply with the City of Hendersonville Rules Implementing Mediated Settlement Conferences for City of Hendersonville Construction Projects, the “Dispute Resolution Procedure.”

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Firm has obtained all required insurance and verifying certificates of insurance have been approved in writing by the City. The City shall be named as additional insured on all policies, except Worker’s Compensation and Professional Liability policies. These certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the City of such cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. Worker’s Compensation and Employer's Liability

The Firm shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. Comprehensive General Liability Insurance

The Firm shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Firm or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$1,000,000 per occurrence / \$2,000,000 aggregate

Property Damage: \$100,000 per occurrence / \$300,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$1,000,000 per occurrence / \$2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

c. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Firm.

d. Other Insurance

The Firm shall obtain such additional insurance as may be required by the City or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

e. Proof of Carriage

The Firm shall furnish the City with satisfactory proof of carriage of the insurance required before written approval is granted by the City

BID PROPOSAL

The undersigned hereby proposes to furnish all labor, equipment and materials required and to perform all work for the construction of improvements referred to herein as:

**2022 RESURFACING PROJECT IFB #231555001
HENDERSONVILLE, NORTH CAROLINA**

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

_____, and _____/100 dollars (\$_____)

The undersigned hereby agrees that, upon written acceptance of this Bid Proposal, he will execute a Contract with the Owner and provide any bonds or guarantees and certificates of insurance required by the Contract Documents within ten (10) days of the receipt of the Notice of Award.

The undersigned agrees that, if awarded the Contract, he will commence the work within ten (10) calendar days after the date of receipt of written Notice to Proceed, and that he will complete the work within **60** calendar days thereafter.

The undersigned acknowledges receipt of the following addenda: (Please note: Failure to acknowledge receipt of all addenda will result in the bid being considered as non-responsive and ineligible for consideration.)

Respectfully submitted

Firm Name

Address

By: _____

Attest to:

Secretary
(Corporate Seal)

2022 STREET RESURFACING

BID SCHEDULE

IFB # 231555001

***Note: Manhole and Valve box riser rings will be provided by the city**

Section 9, Item A.

BID ITEM	Start & Finish	UNIT	QTY
Balsam Rd	Spartanburg Hwy to Greenville Hwy		
Mill 2.0"		Sq Yd	12500
Overlay 2.0"		Sq Yd	12500
Wildflower Ln	Underhill Rd to Dead End		
Overlay 1.5"		Sq Yd	1433
Shadywood Ln	Balsam Rd to Pineland Rd		
Overlay 1.5"		Sq Yd	1831
Pineland Rd	Underhill Rd to Dead End		
Overlay 1.5"		Sq Yd	1181
Lily Pond Dr	Kanuga Rd to W Allen St		
Mill 2.0"		Sq Yd	2250
Overlay 2.0"		Sq Yd	2250
Armstrong Ave	W Lake to Gravel		
Overlay 1.5"		Sq Yd	4503
Manhole Riser		Each	5
Water Valve		Each	1
W Allen St	W Lake Ave to Whitted St		
Mill 2.0"		Sq Yd	3763
Overlay 2.0"		Sq Yd	3763
Barnwell St	Main St to King St		
Mill 2.0"		Sq Yd	1100
Overlay 2.0"		Sq Yd	1100
Short St	Kanuga Rd to Willow Rd		
Mill 2.0"		Sq Yd	630
Overlay 2.0"		Sq Yd	630
Alley	Short St to White St		
Over Lay 2.0"		Sq Yd	571

NOTICE OF AWARD

To: _____

Project Description: **2022 Resurfacing Project**

The City of Hendersonville has considered the Bid Proposal submitted by you on the _____ day of _____, 20_____, for the above-described Project in response to its Invitation to Bid and Instructions to Bidders.

You are notified that your Bid Proposal has been accepted in the amount of _____ (_____).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bonds and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you. Bond forms provided by the City in the bid package must be used.

If you fail to execute said Agreement and to furnish said Bonds with ten (10) days from the date of this Notice, the City will be entitled to consider all your rights arising out of the acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Guaranty. The City will be entitled to such other rights as may be granted by law.

The City reserves the right to rescind the award of the work at any time before the execution of the Contract by all parties without incurring any liability. Therefore, if you change your position, economically or otherwise, after receiving a written notice of award and in reliance upon the Authority executing the Agreement, you agree to do so solely at your own risk and the City will not incur any liability from your change of position.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this _____ day of _____.

City of Hendersonville

OWNER

By: _____

Title: Public Works Director

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by_____

(Firm)

this _____ day of _____, 20_____.

Name

Title

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and (Corporation, Partnership, Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

City of Hendersonville

(Name of Owner)

305 Williams Street, Hendersonville, North Carolina 28792

(Address of Owner)

hereinafter called OWNER, in the penal sum of:

(words)

(numbers)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

2022 Resurfacing Project

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

BY: _____

Address

Witness as to Principal

(Address)

ATTEST:

Secretary) (Surety)

(SEAL)

BY: _____

Attorney-in-Fact

Address

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT:

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and

(Corporation, Partnership, Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

City of Hendersonville

(Name of Owner)

305 Williams Street, Hendersonville, North Carolina 28792

(Address of Owner)

hereinafter called OWNER, in the penal sum of:

(words)

(numbers)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

2022 Street Resurfacing Project

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

BY: _____

Address

Witness as to Principal

(Address)

ATTEST:

_____(Surety)
Secretary

Surety

(SEAL)

BY:_____
Attorney-in-Fact

Address

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT:

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

NOTICE TO PROCEED

To: _____ Date: _____

Project Description: **2022 Resurfacing Project**

You are hereby notified to commence work in accordance with the Agreement dated _____ on or before _____ and in accordance with the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is TBD.

You are required to return an acknowledged copy of this Notice to Proceed to the City.

City of Hendersonville

Date: _____

By: _____

Title Public Works Director

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by _____

(Firm)

this _____ day of _____, 20_____.

Name

Title

AGREEMENT

This Agreement made and entered into this _____ day of _____ 2022 by and between the City of Hendersonville, party of the first part, hereinafter designated as the owner, and _____, party of the second part, hereinafter designated as the Contractor.

WITNESSETH: That the parties hereto, for the considerations contained herein, hereby mutually agree as follows:

ARTICLE I:

Under this Agreement and Contract, the Contractor shall construct the project entitled:

2022 Street Resurfacing

HENDERSONVILLE, NORTH CAROLINA

ARTICLE II:

In consideration of the payments to be made as hereinafter provided, the Contractor agrees, at his sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete and to complete in good, substantial, workmanlike and approved manner, the work named under Article I hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions of the Owner made in accordance with this contract.

ARTICLE III:

The owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and for materials, equipment, and supplies sold, and also for all costs and expenses incurred, and loss or damages sustained by reason of the action of the elements or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the execution of the work and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached.

The Owner shall pay to the contractor for the performance of the contract the amounts determined for the total number of each of the units of work in the attached Bid Proposal. The final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.

ARTICLE IV:

The following documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract Documents, or Contract: Bid; Agreement; all documents included in the bid package, including but not limited to Special Conditions, specifications for the work, and the general Conditions; Summary of Work and all interpretations of or addenda to the Contract Documents issued by the Owner, or his representative.

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

ARTICLE V:

The work to be performed under this contract shall be commenced within 10 calendar days after the date of written notice by the Owner to the Contractor to proceed. The work shall be completed within 60 calendar days after the date of such notice and with such extensions of time as are provided for in the contract.

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder as ESSENTIAL CONDITIONS of this Contract. The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion of the work described herein in a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.

It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and-certain length of time is fixed for the performance of any act whatsoever; and where under the Contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this contract.

ARTICLE VI:

If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this contract, according to the true intent and meaning thereof, then the owner may make use of all remedies.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands and seals and have executed this Agreement, the day and year first above written.

This instrument has been pre-audited in the manner required by the local government fiscal control act.

Finance Director

CITY OF HENDERSONVILLE
OWNER

(Seal)

Attest: _____

BY: _____

Title: Public Works Director

(Seal)

By: _____

Title: _____

Contractor

AFFIDAVIT

CITY OF HENDERSONVILLE

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____

(the entity contracting with City hereinafter "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States

Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. Yes

b. No

4. Employer understands and agrees to ensure compliance with E-Verify by any subcontractors hired by _____

Employer provided such subcontractors employ 25 or more employees in this State. This day of , 2022.

Signature of Affiant
Print or Type Name:

State of North Carolina City of Hendersonville

Signed and sworn to (or affirmed) before me, this the

day of _____, 2022.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

North Carolina Contractor's Sales & Use Tax Affidavit

[illegible]

I certify that the tax paid on the items listed above is true and correct.

Owner or Authorized Signature Date Notary for the

State of North Carolina

My Commission Expires:

Contractor Purchases

Adequate documentation for contractor purchases is a certified statement from the contractor or subcontractor that purchased the items. The statement must indicate the item purchased, the vendor from whom it was purchased, the invoice number of the purchase, the cost of the item, and the amount of sales and use tax paid. Only items that become part of a building the nonprofit entity owns or leases and uses to conduct its nonprofit activities are eligible for a refund. A contractor may not include in its statement items the contractor purchased and used to fulfill the contract but did not become part of the building constructed. Items such as scaffolding, concrete forms, fuel for the operation of machinery and equipment, tools, equipment repair parts, equipment rentals, and blueprints are not to be included in contractor's statements.

ATTACH INSURANCE CERTIFICATES

CONTRACT CHANGE ORDER

Project: **2022 Street Resurfacing**
 HENDERSONVILLE, NORTH CAROLINA

Owner: CITY OF HENDERSONVILLE
 160 6 TH Ave E
 Hendersonville, N.C. 28793

To:

Per the North Carolina State Construction Manual the contract is changed as follows:

The original **Contract Sum** was \$ _____
The net change by previously authorized Change Orders \$ _____
The **Contract Sum** prior to this Change Order was \$ _____
The **Contract Sum** will be increased by this Change Order in the amount of \$ _____ The new
Contract Sum including this Change Order will be \$ _____
he Contract Time will be increased by () Days
The date of Substantial Completion as of the date of this Change Order therefore is _____ -

Purpose of WORK CHANGE ORDER DIRECTIVE:

Attachments:

Approved By Owner:

BY: _____

TITLE: Director, Public Works

DATE: _____

Receipt Acknowledged By Contractor:

BY: _____

TITLE: _____

DATE: _____

This change order has been preaudited in that manner required by the Local Government Budget and Fiscal Control Act.

_____ Finance Director (signature)

APPLICATION FOR PAYMENT

APPLICATION #

Date:

Project: 2022 Street Resurfacing
HENDERSONVILLE, NORTH CAROLINA

ENGINEER: City of Hendersonville, Hendersonville, North Carolina

CONTRACTOR:

SUMMARY:	TOTAL WORK COMPLETED TO DATE	\$
	TOTAL MATERIALS STORED ON SITE	\$
	TOTAL EARNED THIS APPLICATION	\$
	LESS PREVIOUS PAYMENTS	\$
	CURRENT PAYMENT DUE	\$

APPLICATION:

CONTRACTOR:

_____	_____	_____
Name	Title	Date

VERIFICATION:

CONSTRUCTION INSPECTOR: City of Hendersonville

IN ACCORDANCE WITH THE CONTRACT AND THIS APPLICATION FOR PAYMENT, THE CONTRACTOR HAS COMPLETED THE WORK STATED ABOVE AND IS ENTITLED THE FULL PAYMENT IN THE AMOUNT SHOWN.

_____	_____	_____
Name	Title	Date

APPROVAL:

OWNER: City of Hendersonville
THIS APPLICATION IS HEREBY APPROVED FOR PAYMENT:

_____	Director of Public Works,	_____
Name	Title	Date

SECTION 01500 - SPECIAL CONDITIONS**01500.1 LIMITS OF CONSTRUCTION**

The Contractor shall confine all operations and personnel to the limits of construction as designated by the City. There shall be no disturbance whatsoever of any areas outside the limits of construction.

01500.2 CLEANLINESS

The Contractor shall maintain the work and project grounds free from rubbish, debris and waste materials during all phases of the work.

Immediately upon completion of the work but prior to final acceptance, the Contractor shall remove all rubbish, debris, temporary structures, equipment, excess or waste materials and shall leave the work and project grounds in a neat and orderly condition that is satisfactory to the Owner.

01500.5 EQUIPMENT AND MATERIAL STORAGE

The Contractor shall plan his activities so that all materials and equipment can be stored within the limits of construction or in areas provided by the Owner.

01500.6 CONTROL OF EROSION, SILTATION AND POLLUTION

- A. The Contractor shall take whatever measures necessary to minimize soil erosion and siltation, water and air pollution caused by his operations. The Contractor shall also comply with the applicable regulations of all legally constituted authorities relating to pollution prevention and control.

The Contractor shall keep himself fully informed of all such regulations which in any way affect the conduct of the work, and shall at all times observe and comply with all such regulations. In the event of conflict between such regulations and the requirements of the specifications, the more restrictive requirements shall apply.

- B. The Contractor shall control dust throughout the life of the project within the project area and at all other areas affected by the construction of the project, including, but not specifically limited to, access roads, disposal sites, borrow and material pits, and production sites. Dust control shall not be considered effective where the amount of dust creates a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property.

01500.7 TRAFFIC CONTROL

The Contractor shall provide, erect, and maintain all necessary devices to control traffic and protect the public, the work and workers. All traffic control shall be provided as established in The Manual of Uniform Traffic Control Devices and any and all supplements of the North Carolina Department of Transportation.

In special cases, additional traffic control may be required as directed by the Owner or by the North Carolina Department of Transportation, and a Change Order will be issued.

SOIL MATERIALS

Satisfactory soil materials are defined as those complying with American Association of State Highway and Transportation Officials M145, soil classification Groups A-1, A-2-4, A-2-5, and A-3.

Unsatisfactory soil materials are those defined in AASHTO M145, soil classification Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7: also peat and other highly organic soils.

ASPHALT MATERIALS

Bituminous Surface Treatment (BST): Surface treatment consisting of a thin layer of aggregate cemented together with an asphalt (bituminous) material. A single bituminous surface treatment consists of an application of bituminous material on a prepared surface followed immediately by a single layer of cover aggregate. Chip Seal is a commonly used term for the same process. Split seal is a commonly used term that consists of two layers of the bituminous surface treatment.

Asphalt Surface Treatment: Asphalt surface treatment shall be in accordance with Type S 9.5C. Asphalt shall be a NCDOT approved mix and shall be installed to conform to the standard requirements of NCDOT.

Asphalt Surface Thickness: Thickness of asphalt shall be meet the thickness specified after it has been compacted.

PAVEMENT MARKINGS

Thermoplastic: All pavement markings including traffic control, stop bars, fire lanes, crosswalks, etc. shall be made with reflectorized thermoplastic striping or Polyurea striping with a minimum thickness in accordance with NCDOT Standard Specifications for Roads & Structures. All thermoplastic markings shall be 120 mil thick with the exception of symbols which shall be 90 mil thick.

Polyurea is a type of elastomer that is derived from the reaction product of an isocyanate component and a synthetic resin blend component through step-growth polymerization. ... The prepolymer, or quasi-prepolymer, can be made of an amine-terminated polymer resin, or a hydroxyl-terminated polymer resin.

CONCRETE MATERIALS

Sidewalks: Sidewalks shall be constructed using the "Standard Specifications and Details for Construction" set forth by the City of Hendersonville and shall be constructed using 4000 psi concrete.

Curb and Gutter: Curb and gutter that has been removed shall be reinstalled to the same dimensions as the existing curb and gutter that surrounds it. Curb and gutter shall be constructed of 4000 psi concrete and shall be constructed using the "Standard Specifications and Details for Construction" set forth by the City of Hendersonville.

Valley Gutter: Valley gutter shall be installed in accordance with the "Standard Specifications and Details for Construction" set forth by the City of Hendersonville. Valley gutter may be used as drive entrances as specified by the City and shall be constructed using 4000 psi concrete.

Drive Aprons: Aprons shall be installed using 4000 psi and in accordance with the Standard Specifications and Details for Construction" set forth by the City of Hendersonville.

ADJUSTMENT OF CATCH BASINS. MANHOLES. DROP INLETS. METER BOXES. AND VALVE BOXES

MANHOLES. METER BOXES. AND VALVE BOXES: Shall be adjusted by the contractor and reset to within +/- one quarter inch (1/4") of the finished asphalt grade, and following the crown of the street surface. All adjustments of manholes shall be water tight. Construction requirements shall be in compliance with NCDOT Standard Specifications Section 858-3. Final adjustment may take place before or after finish surface is applied. If adjustment is done after the finish surface has been applied, the pavement shall be neatly cut around the structure only large enough to complete the adjustment. Plant mix of Type S 9.5C shall be used to patch the cut.

Approved manhole and valve box risers may be used when specified by the City.
For this project, the City will provide riser rings for the contractor to install per manufacture's instructions.

GRADING

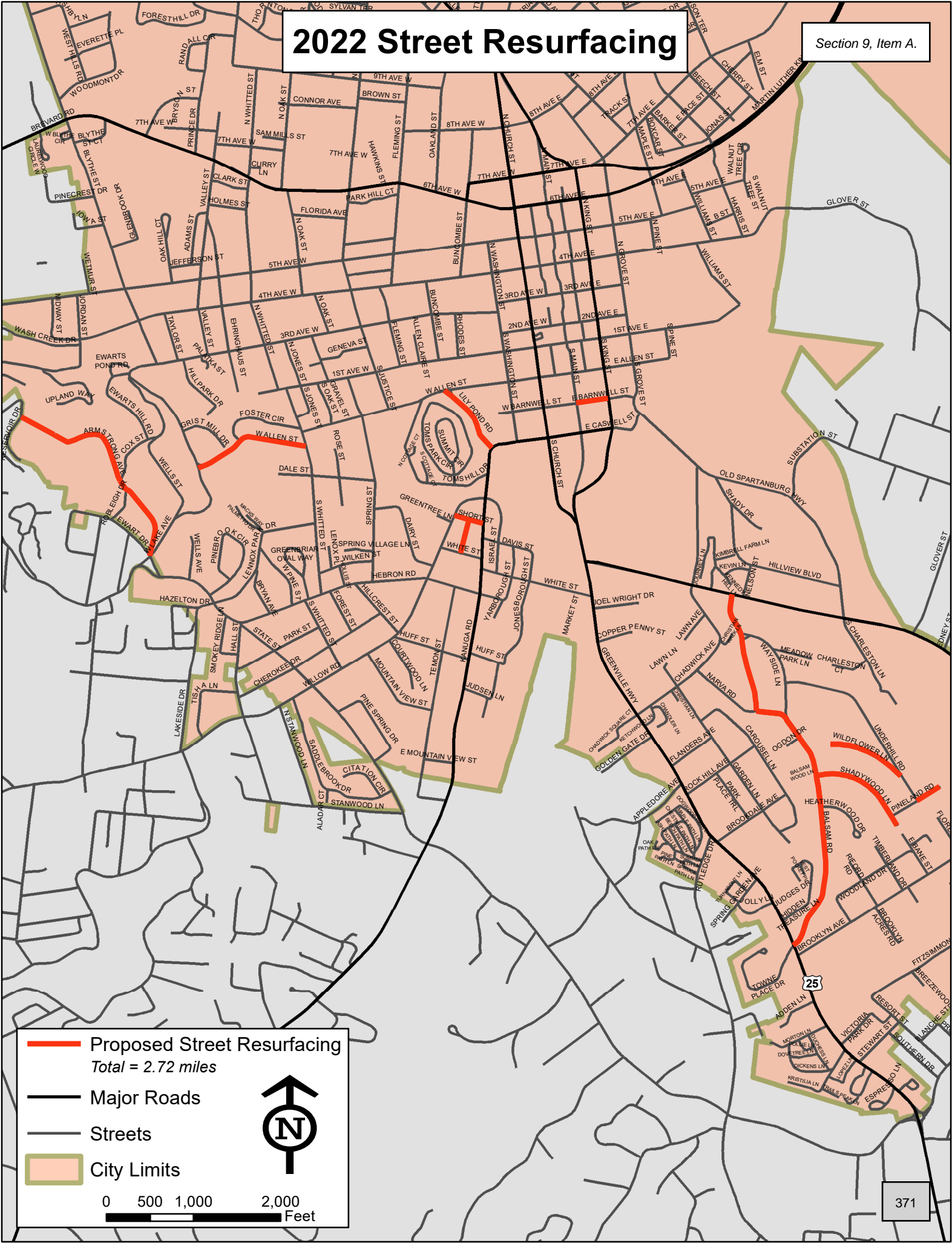
Finished Grading - Lawn Areas: After the finish-grade has been prepared, available on-site topsoil shall be spread in a uniform manner over areas that require it. Topsoil that is in a frozen or muddy condition shall not be used. If suitable topsoil is not available on-site, the Contractor is responsible for supplying topsoil if it is determined that the existing soil conditions are unsuitable for establishing an acceptable lawn. Reseeding shall be complete using a fescue type seed or blend with straw mulch.

MILLING

PROFILE MILLING/EDGE MILLING: Mill 8 to 10 feet out from the curb in a graduated manner from 1.5" at curb line to 0" toward center of street. This will help insure no additional loss of curb reveal while maintaining proper drainage along curb line and from road crown.

2022 Street Resurfacing

Section 9, Item A.





AMERICAN HIGHWAY PRODUCTS
RAISING AMERICA, ONE INCH AT A TIME

Installation of our Manhole Riser is a Snap

Our Expandable Manhole Riser, often referred to as Manhole Cover Lifters, Extension Rings, Paving Risers, Repaving Rings, Adjusting Rings or Riser Rings, have an unsurpassed reliability, track record, and performance.

The Manhole Cover Lifters are extremely durable, easy to install and provide a perfect fit in any situation.



1. Remove the Manhole Cover/Lid.



2. Remove all buildup on surfaces the Manhole Riser touches.



3. Expand linkage until the Manhole Riser is tight. That's it.

What's so Great about a Pivoted Turnbuckle?



Our Manhole Adjusting Riser Rings feature a turnbuckle linkage pivoted at each end to provide the ultimate means to expand a manhole riser.

This construction allows efficient application of a screw. A 60 lb. force applied 7" from the center of the pivoted turnbuckle exerts a 5,600 lb. tangential force in the Manhole Adjusting Riser Rings that will be bent to fit the out of round, worn manhole opening.

Thus, the Manhole Adjusting Ring is forced out against the casting along the full circumference with this efficient pivoted turnbuckle mechanism. Thus, the installation resembles a pressed-in bearing. A very reliable, inexpensive means to bring manholes up to a new grade. All thanks to our Manhole Adjusting Riser Rings!

Questions and Answers for the 2022 Resurfacing Project.

1. Are there any Liquidated Damages for this project?

No, the contract specifies a 60 consecutive calendar day completion schedule, but we don't have an amount for liquidated damages.

2. Balsam Road is to be milled. There is a stamped painted crosswalk. Will this have to be reinstalled or can an international crosswalk be installed deleting the stamped painted asphalt crosswalk.

The city is moving away from the painted stamped crosswalks. There will be a standard crosswalk installed by the city. (The city will be handling the line striping, stop bars, and crosswalks as a separate contract or using city staff.)

3. Is the proposed striping to be Polyurea or Thermoplastic?

The city is planning on doing the stop bars and crosswalks in house, the only thing we will contract is long line and it will be Polyurea. The long line and polyurea is not part of the resurfacing contract.

4. Is the existing asphalt curbing on the streets to remain or to be removed and replaced?

Balsam Rd has a long asphalt curb that will remain in place. The contractor shall plan to mill up to the curb then repave. If the contractor damages the curb, the city will cut it out and repair it.

Armstrong Avenue also has a curb that will remain in place. The contractor should plan to pave up to the asphalt curb.

The city will replace any asphalt curbs through driveways, as needed.

5. Assuming the existing asphalt curbing remains in place, are we to profile mill along the asphalt curbing?

No, plan on milling to the depth specified in the bid package.

6. On overlays of street that do not have milling, are we required to mill tie ins to the main streets?

No, plan on tapering the asphalt down to existing grade.

7. Do we have to mill tie ins to driveways?

No, plan on tapering the asphalt down to existing grade.

8. Shadywood Lane and Lily Pond at one time may have had a white stripe along the edges of pavement that is faded out. Do we need to figure a 4" white line stripe along the asphalt road edge where there is no curbing or just the double yellow centerline only?

Neither, the line striping will be completed by the city under a separate contract.

9. Barnwell Street is called to be milled and overlaid. Will the City be disconnecting and replacing the red-light loops that are installed in the asphalt that will be milled and overlaid? Yes, if the loops are damaged, we will repair them. For Barnwell, we will just overlay at the traffic loops. See additional detail sheet for Barnwell.

10. Will there be any catch basins to be raised?

All the catch basins should stay at the current elevation.

11. Will the water valve boxes be raised with the city provided Grade Rings?

Yes. Supplies have been ordered by the city. No ETA yet.

12. Are leveling courses to be included in the overlay quantities?

No, we plan to add a leveling course on the Alley by Short Street (67 sy at 2" thick). See additional detail sheet. Add a line item for the leveling course and a line item for the additional 4 inches of compacted ABC stone.

13. Are there any permits required to be obtained by the contractor for this project?

No

13. On Alley street do we need to add 2" ABC stone base and set it up on the gravel portion before paving? The alley has a gravel base, plan to compact the gravel base, add four inches of compacted ABC stone, add the leveling course (67 sy at 2" thick), then resurface. See additional detail sheet.

14. Do we keep the road width of Alley Street the same as the existing gravel width?

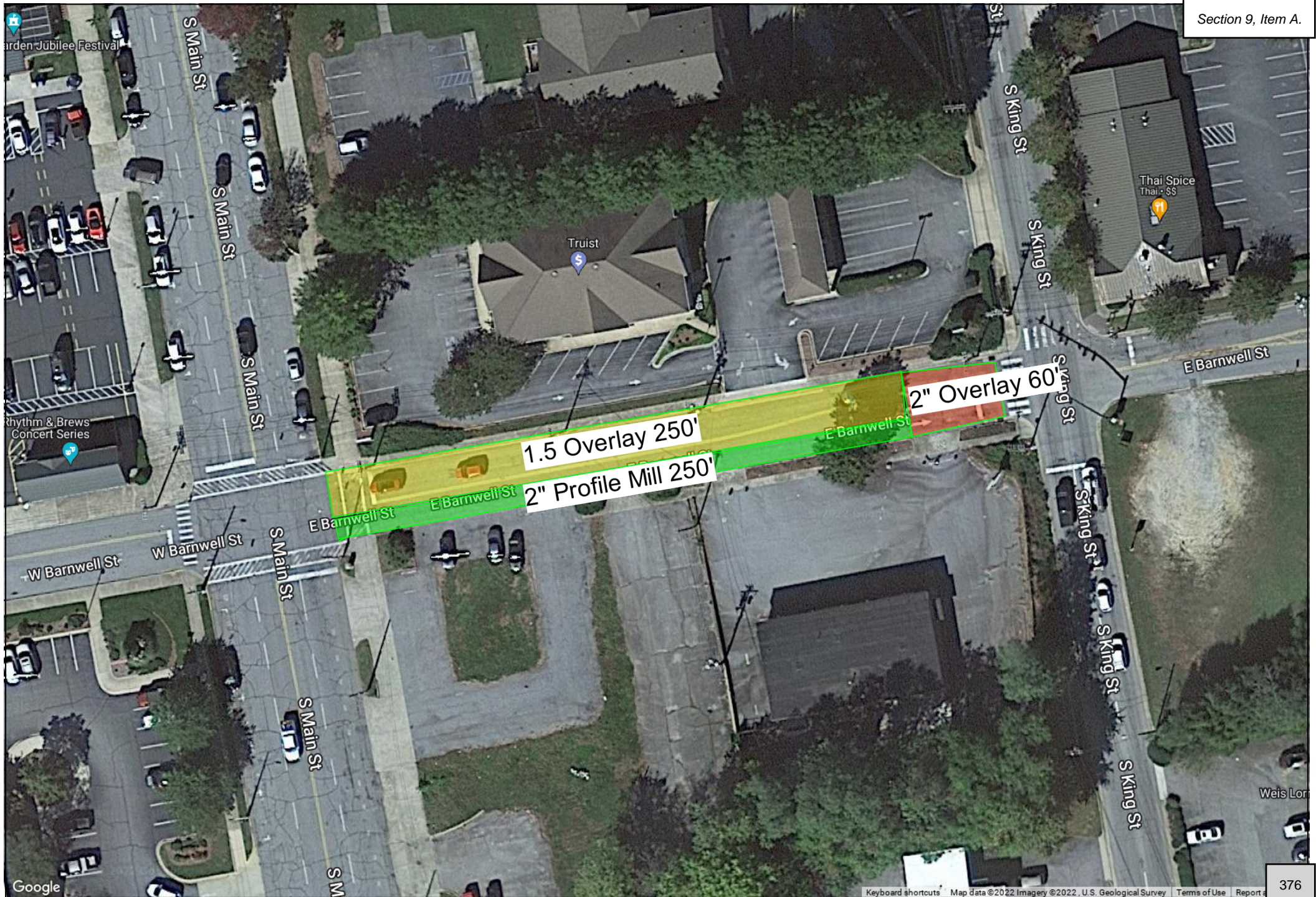
Yes

15. Add three additional water valve riser installations and four additional manhole riser installations for Armstong Avenue.

16. Add one additional manhole riser installation to Barnwell Street.

17. Are we indexing the asphalt cement on the job. There isn't any cement or concrete work included in this project.

Notes: City staff will be laying out the starting and stopping points for the overlays and milling, same as previous years.





2" Overlay 50'

Level & 2" Overlay 40'

4" ABC, 2" Pavement 287'

BID ITEM	UNIT	QTY		UNIT COST	EXTENDED COST
Balsam Rd					
(Spartanburg Hwy to Greenville Hwy)					
Mill 2.0"	SY	12500			
Overlay 2.0"	SY	12500			
				Total:	
Wildflower Ln					
(Underhill Rd to Dead End)					
Overlay 1.5"	SY	1433			
				Total:	
Shadywood Ln					
(Balsam Rd to Pineland Rd)					
Overlay 1.5"	SY	1831			
				Total:	
Pineland Rd					
(Underhill Rd to Dead End)					
Overlay 1.5"	SY	1181			
				Total:	
Lily Pond Rd					
(Kanuga Rd to W Allen St)					
Mill 2.0"	SY	2250			
Overlay 2.0"	SY	2250			
				Total:	
Armstrong Ave					
(W Lake to Gravel)					
Overlay 1.5"	SY	4503			
Manhole Riser	EA	9			
Water Valve	EA	4			
				Total:	
W Allen St					
(W Lake Ave to Whitted St)					
Mill 2.0"	SY	3763			
Overlay 2.0"	SY	3763			
				Total:	
E Barnwell St					
(Main St to King St)					
Profile Mill 2.0"- Southern Lane	LF	250			
Overlay 2.0" - Southern Lane & over traffic loops	SY	617			
Overlay 1.5" - Northern Lane	SY	417			

Manhole Riser	EA	1			
				Total:	
Short St					
(Kanuga Rd to Willow Rd)					
Mill 2.0"	SY	630			
Overlay 2.0"	SY	630			
				Total:	
Alley					
(Short St to White St)					
Overlay 2.0"	SY	571			
2" Leveling Course	SY	67			
4" Compacted ABC Stone	SY	434			
				Total:	
				Grand Total:	

Note: The city will provide the Manhole and Valve box risers rings.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Daniel Heyman, Staff Attorney **MEETING DATE:** September 1, 2022

AGENDA SECTION: New Business **DEPARTMENT:** Legal

TITLE OF ITEM: An Ordinance to Amend Chapter 22 of the Code of Ordinances to Prohibit Outdoor Burning of Certain Materials in the City’s Municipal Services Districts
– *D. James Miller, Fire Chief*

SUGGESTED MOTION(S):

I move City Council adopt the “Ordinance to Prohibit Outdoor Burning of Certain Materials in the City’s Municipal Services Districts” as presented.

SUMMARY:

The Fire Department has been reviewing the regulations governing open burning generally in the City, which include, the City Code, the International Fire Code, and certain NC Forest Service rules regarding air quality.

The Fire Department has determined that due to the special nature of development in the Main Street and Seventh Avenue Municipal Services Districts, an ordinance prohibiting the outdoor burning of wood and other solid fuels is advisable.

BUDGET IMPACT: \$0

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

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

ATTACHMENTS:

An Ordinance to Prohibit Outdoor Burning of Certain Materials in the City’s Municipal Services Districts

Ordinance # ____ - ____

**AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND
CHAPTER 22 ARTICLE I, SECTION 22-7 OF THE CODE OF ORDINANCES TO
PROHIBIT OUTDOOR BURNING OF CERTAIN MATERIALS THE CITY'S MUNICIPAL
SERVICES DISTRICTS.**

WHEREAS, that pursuant to N.C.G.S. 160A Art. 14, the City maintains a fire department and provides fire protection services for the City of Hendersonville; and

WHEREAS, the City has two specially designated municipal services districts, namely the Main Street Municipal Services District, and the Seventh Avenue Municipal Services District; and

WHEREAS, that due to the density of development, high concentration of pedestrian and vehicle traffic, average age of construction, and building materials used in the municipal services districts, special consideration regarding fire protection is warranted; and

WHEREAS, the City wishes to prohibit outdoor burning of certain materials and or fuels in the municipal services districts in order to reduce the risk of fire in those areas; and

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

SECTION 1. This Ordinance shall be known as “An Ordinance to Prohibit Outdoor Burning of Certain Materials in the City’s Municipal Services Districts.”

SECTION 2. Chapter 22, Article I of the Code of Ordinances for the City of Hendersonville shall be amended as follows:

Sec. 22-7. Outdoor burning prohibited in the municipal services districts.

- (a) Outdoor burning means the combustion of material or fuel of any type, outside of a building.
- (b) Outdoor burning is prohibited in the Main Street Municipal Services District and the Seventh Avenue Municipal Services District, unless specifically permitted by this Section.
- (c) This section does not apply to:
 - (1) The use of propane, alcohol, natural gas, or kerosene as the sole fuel source in a device manufactured for such purpose, used in the manner in which the device was designed, and manufactured to meet a nationally recognized fire safety standard.

(2) The use of common and customary devices emitting less than 1,000 BTU per hour, such as a candle, match, lighter, or cigarette. **SECTION 3.** It is the intention of the City Council and it is hereby ordained, that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Hendersonville, North Carolina, and the sections of this ordinance may be renumbered to accomplish such intention.

Adopted by the City Council of the City of Hendersonville, North Carolina on this ____ day of
____20____.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 09/01/2022

AGENDA SECTION: New Business **DEPARTMENT:** Administration

TITLE OF ITEM: 2022 Installment Financing Contract (IFC) Approving Resolution
– Adam Murr, Budget Manager

SUGGESTED MOTION(S):

I move City Council adopt the RESOLUTION OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS as presented.

SUMMARY:

North Carolina General Statute (NCGS) 160A-20 provides local governments the authority to (re)finance the purchase of real or personal property via installment financing contracts (IFCs).

At the August 4, 2022 regular meeting of the Hendersonville City Council, staff members were directed to work with the financing team [First Tryon Advisors and Parker Poe] and others to seek Local Government Commission LGC approval for a 2022 series installment financing not to exceed \$18,500,000. Based on market conditions and the recommendations of the financing team, our not to exceed amount for the installment financing has increased to \$18,815,000.

The resolution authorizes the approval, execution, and delivery of various documents in connection to the issuance, including an installment financing agreement, deed of trust, an indenture of trust, and a bond agreement. This installment financing, not to exceed \$18,815,000 will fund the following projects:

1. Fire Station 1 and Edwards Park Project (#19019)
2. Fire Ladder Project (#19021)
3. Fire Engine Project (#19022)

BUDGET IMPACT: Increase Fund 410 \$18,815,000

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

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

ATTACHMENTS:

1. Approving Resolution.

Resolution #

**RESOLUTION OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA, APPROVING AN
INSTALLMENT FINANCING CONTRACT AND DELIVERY THEREOF AND PROVIDING FOR
CERTAIN OTHER RELATED MATTERS**

WHEREAS, the City of Hendersonville, North Carolina (the “City”) is a municipal corporation of the State of North Carolina (the “State”), validly existing under the Constitution, statutes and laws of the State;

WHEREAS, the City has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the City Council of the City (the “City Council”) has previously held a public hearing and approved a resolution on August 4, 2022 regarding an installment financing in an amount of approximately \$18,500,000 to pay the costs of (1)(a) constructing and improving fire and emergency services facilities, including (i) demolishing, clearing and grading the existing fire station site of Fire Station 1 and constructing and furnishing a new fire station on the site and (ii) renovating a facility to relocate the fire department staff and administration to serve as temporary space for emergency service use (the “*Fire Facilities Projects*”), (b) relocating the Laura-Corn mini-golf course to Edwards Park, including constructing the new mini-golf course and upgrading public restrooms, concession and playground facilities and installing public art (the “*Parks and Recreation Project*” and collectively with the Fire Facilities Projects, the “*Projects*”) and (c) the acquisition of new fire fighting vehicles and equipment, including new fire ladder and fire engine vehicles (the “*Vehicles*” and together with the Projects, the “*2022 Projects*”);

WHEREAS, the City has since received the bids and selected the contractor for the Projects and has received proposals from lenders for the installment financing for the 2022 Projects;

WHEREAS, based on the bids for the Projects and total expected costs of the 2022 Projects and the proposals received from lenders, the City Council has determined that it is in the best interest of the City to receive an advance of funds in an aggregate principal amount of not more than \$18,815,000 under an installment financing contract (the “*Contract*”) with Truist Commercial Equity, Inc. (the “*Lender*”) in order to pay (1) the costs of the 2022 Projects and (2) the costs related to execution and delivery of the Contract;

WHEREAS, the obligation of the City to make Installment Payments under the Contract is a limited obligation of the City payable solely from currently budgeted appropriations of the City and does not constitute a pledge of the faith and credit of the City within the meaning of any constitutional debt limitation;

WHEREAS, in order to provide security for the City’s obligations under the Contract, the City will grant to the Lender a security interest under a deed of trust, security agreement and fixture filing (the “*Deed of Trust*”) in all or a portion of the City’s fee simple interest in the sites of Fire

Station 1, together with all improvements and fixtures located thereon (collectively, the “*Mortgaged Property*”);

WHEREAS, the City has submitted an application to the Local Government Commission of North Carolina (the “*LGC*”) to consider and approve the Contract as described above and expects to be on the LGC’s agenda at its September 22, 2022 meeting;

WHEREAS, there has been made available to the City Council the form of the Contract and the Deed of Trust, which the City proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing;

WHEREAS, in order to provide for the proceeds of the advance to be deposited and disbursed to pay for the 2022 Projects as set forth under the Contract, the City will enter into a custody agreement (the “*Custody Agreement*”) with the Lender and/or its affiliate, Truist Bank, and in order to prevent unauthorized or fraudulent wire transfers through cyber fraud and other means, the City will acknowledge, accept and execute a statement of the Lender’s standard wire transfer agreement (the “*Wire Transfer Agreement*”), each of which will be in the form made available to the City Council or a substantially similar form as may be required by the Lender; and

WHEREAS, it appears that each of the Contract, the Deed of Trust, the Custody Agreement and the Wire Transfer Agreement (collectively, the “*Instruments*”) is in appropriate form and is an appropriate instrument for the purposes intended;

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

Section 1. ***Approval, Authorization and Execution of Instruments.*** The City Council hereby approves the financing of the 2022 Projects in accordance with the terms of the Instruments, which will be valid, legal and binding obligations of the City in accordance with their respective terms. The City Council hereby approves the amount to be advanced by the Lender to the City pursuant to the Contract in an aggregate principal amount not to exceed \$18,815,000 at an interest rate not to exceed 2.99% per annum, such amount to be repaid by the City to the Lender as provided in the Contract. The term of the Contract will not exceed April 1, 2043. The form, terms and content of the Instruments are in all respects authorized, approved and confirmed, and the Mayor, the City Manager, the Assistant City Manager and the Finance Director, and their respective designees (the “*Authorized Officers*”) are authorized, empowered and directed to execute and deliver the Instruments for and on behalf of the City, including necessary counterparts, in substantially the forms presented to the City Council, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions, and that from and after the execution and delivery of the Instruments, each of 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 Instruments as executed. The Contract is subject to the approval of the LGC.

Section 2. **Further Actions.** Each of the Authorized Officers are hereby designated as the City’s representatives to act on behalf of the City in connection with the transactions contemplated by the Instruments, and each of the Authorized Officers are authorized and directed to proceed with the financing of the 2022 Projects in accordance with the terms of the Instruments and to seek opinions on matters of law from the City Attorney, which the City Attorney is authorized to furnish on behalf of the City, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. Each of the Authorized Officers are hereby authorized to designate one or more employees of the City to take all actions which each of the Authorized Officers are authorized to perform under this Resolution, and each of the Authorized Officers, including their designees, are in all respects authorized on behalf of the City to supply all information pertaining to the transactions contemplated by the Instruments. Each of the Authorized Officers and the City Clerk are authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the Instruments or as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution. Any and all acts of the Authorized Officers may be done individually or collectively.

Section 3. **Related Actions.** All acts and doings of officers, employees and agents of the City, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.

Section 4. **Repealer.** All motions, orders, resolutions, ordinances and parts thereof, in conflict herewith are hereby repealed.

Section 5. **Severability.** If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 6. **Effective Date.** This Resolution is effective on the date of its adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of September, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPLY FOR FUNDING FOR THE LOWER MUD CREEK FLOODPLAIN RESTORATION PROJECT

WHEREAS, the North Carolina Department of Environmental Quality Division of Water Infrastructure has established a funding program for investment in drinking water, wastewater, and stormwater systems; and

WHEREAS, The City of Hendersonville has need for and intends to complete stream, wetland, and stormwater improvements projects to control stormwater quality and quantity described as Lower Mud Creek Floodplain Restoration Project; and

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

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

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of September, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Michael Huffman	MEETING DATE: 9/01/22
AGENDA SECTION:	Consent	DEPARTMENT: Stormwater
TITLE OF ITEM, Presenter Name, Title:	Name that Creek Campaign for Brooklyn Creek – <i>Michael Huffman, Stormwater Division Manager</i>	

SUGGESTED MOTION(S): I move City Council approve the resolution approving RiverLink’s application to U.S. Geological Survey To Name A Creek “Brooklyn Creek”.

SUMMARY:

In July 2022, RiverLink staff worked with Hendersonville stormwater staff and residents to select the name ‘Brooklyn Creek’ for an unnamed stream that flows through Sullivan Park and into Mud Creek. RiverLink staff distributed fliers around neighborhoods adjacent to the stream asking for proposed names. Local residents submitted two names: Brooklyn Creek and Cold Springs Creek. The winning name was Brooklyn Creek with 66.7% of the vote. Brooklyn Creek- In the early 20th century the unnamed stream was a destination for play and relaxation for residents of the historic African-American community known as Brooklyn. Before being displaced by Urban Renewal in the 1970’s and relocated to Green Meadows, there was a thriving connected community along the stream. By naming the stream Brooklyn Creek, the history of a displaced community and their connection to the waterway can be honored and shared. RiverLink is submitting an application to the U.S Geological Survey to officially name the stream “Brooklyn Creek”.

BUDGET IMPACT: None

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

If no, describe how it will be funded.

ATTACHMENTS:

Name that Creek Info for Council

82222 Name that Creek Campaign Resolution

Resolution #__-____

Resolution #R-XX-XX

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL APPROVING
RIVERLINK’S APPLICATION TO THE U.S. GEOLOGICAL SURVEY TO NAME A
CREEK “BROOKLYN CREEK”**

WHEREAS, the City of Hendersonville City Council believe that a transparent, well-researched and community driven process was performed by RiverLink in efforts to name this creek; and

WHEREAS, the City of Hendersonville recognizes that a local government official must support the application to name a geographical feature submitted to United States Geologic Survey (USGS) in order for the community’s efforts to be successful;

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

1. The City of Hendersonville approves of RiverLink’s application to the USGS for the naming of a creek that flows through Sullivan Park “Brooklyn Creek”.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of September, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

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



Name that Creek- Hendersonville, NC

August 1, 2022

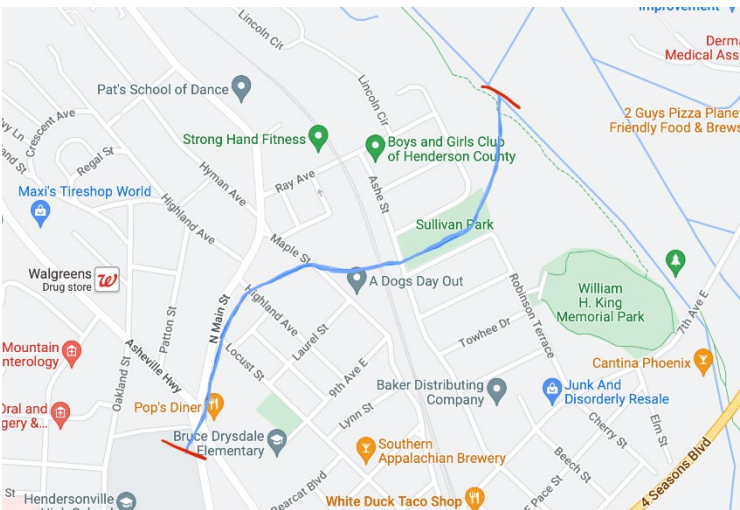
RiverLink is a non-profit organization focused on the environmental and economic vitality of the French Broad River watershed. Name that Creek is a RiverLink initiative in which communities submit name suggestions for unnamed creeks and vote for an official name. The goal of the program is foster connection and a sense of shared stewardship of our local waterways.

In July 2022, RiverLink staff worked with Hendersonville residents to select the name ‘Brooklyn Creek’ for an unnamed stream that flows through Sullivan Park and into Mud Creek. Once a name is chosen by residents’ popular vote, the next step is to to obtain formal approval by a local government. In this case, that is the City of Hendersonville City Council. RiverLink then submits an application to the USGS Board of Geographical Names (USGS-BN). If approved by the USGS-BGN, the creek name will appear on official USGS maps.

See below for details on the Name that Creek campaign.

RiverLink staff distributed fliers around neighborhoods adjacent to the stream asking for proposed names. Local residents submitted two names: Brooklyn Creek and Cold Springs Creek. Then, a poll was created where residents could vote for their favorite name online (Google Doc), by mail, or phone. Residents were notified about the poll via email and fliers were posted around the neighborhoods and downtown Hendersonville businesses. The winning name was Brooklyn Creek with 66.7% of the vote.

Figure 1. Location of unnamed stream in dark blue.



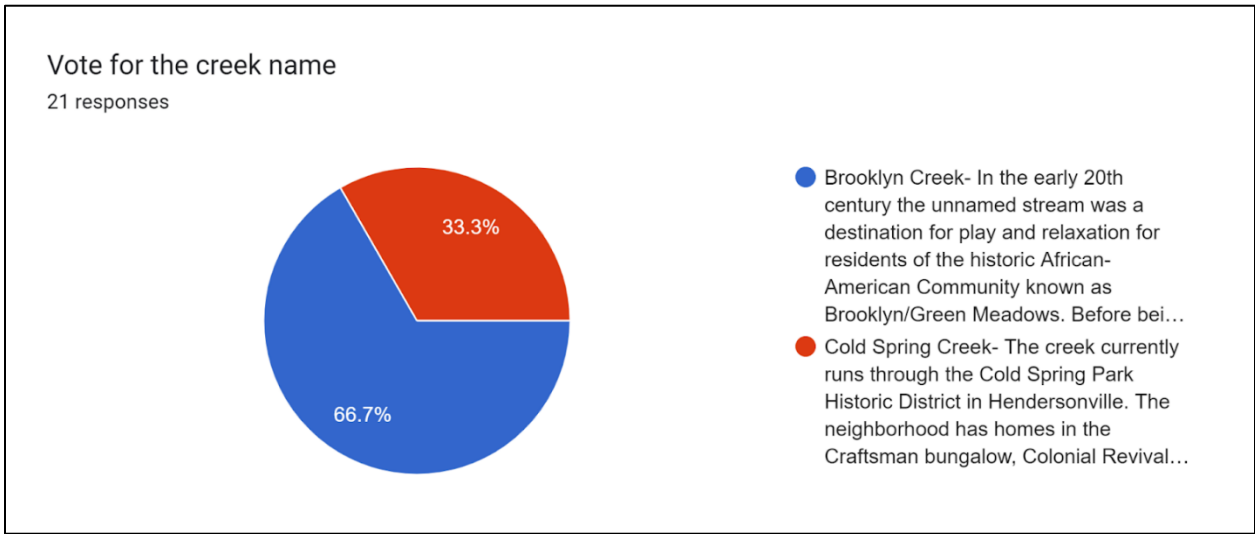


Names Suggested by Residents

1) Brooklyn Creek- In the early 20th century the unnamed stream was a destination for play and relaxation for residents of the historic African-American community known as Brooklyn. Before being displaced by Urban Renewal in the 1970’s and relocated to Green Meadows, there was a thriving connected community along the stream. By naming the stream Brooklyn Creek, the history of a displaced community and their connection to the waterway can be honored and shared.

2) Cold Spring Creek- The creek currently runs through the Cold Spring Park Historic District in Hendersonville. The neighborhood has homes in the Craftsman bungalow, Colonial Revival, and Ranch styles dating from 1910 through 1953, all of which were built within the historically platted Cold Spring Park subdivision. The area has retained much of the architectural integrity and the name aims to complement this designation.

Figure 2. Poll results.



For more info on the history of the Brooklyn neighborhood, see this Laurel of Asheville [article](#).



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brent Detwiler **MEETING DATE:** September 1, 2022

AGENDA SECTION: New Business **DEPARTMENT:** Engineering

TITLE OF ITEM: Resolution to Apply for Funding for the Dana Area Water Improvements Project
– *Brent Detwiler, City Engineer*

SUGGESTED MOTION(S):

I move City Council to adopt the Resolution by the City Council to apply for funding for the Dana Area Water Improvements Project

SUMMARY:

The North Carolina Department of Environmental Quality Division of Water Infrastructure is accepting American Rescue Plan Act (ARPA) grant and State Revolving Fund (SRF) loan applications by September 30, 2022 for water and wastewater projects. Staff is recommending applying to fund the Dana Area Water Improvements Project. The proposed project extends water services to a disadvantaged area with potentially contaminated wells. The cost of connection fees, system development fees, and abandonment of wells will be covered under project costs for any residences who voluntarily connect to the water line.

BUDGET IMPACT: TBD

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

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

ATTACHMENTS:

Resolution

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPLY FOR
FUNDING FOR THE DANA AREA WATER IMPROVEMENTS PROJECT**

WHEREAS, the North Carolina Department of Environmental Quality Division of Water Infrastructure has established a funding program for investment in drinking water, wastewater, and stormwater systems; and

WHEREAS, The City of Hendersonville has need for and intends to construct a water line extension project described as Dana Area Water Improvements; and

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

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

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of September, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brent Detwiler **MEETING DATE:** September 1, 2022

AGENDA SECTION: New Business **DEPARTMENT:** Engineering

TITLE OF ITEM: Resolution to Apply for Funding for the Barker Heights Sanitary Sewer Project
– *Brent Detwiler, City Engineer*

SUGGESTED MOTION(S):

I move the City Council to adopt the Resolution by the City Council to apply for funding for the Barker Heights Sanitary Sewer Project

SUMMARY:

The North Carolina Department of Environmental Quality Division of Water Infrastructure is accepting American Rescue Plan Act (ARPA) grant and State Revolving Fund (SRF) loan applications by September 30, 2022 for water and wastewater projects. Staff is recommending applying to fund the Barker Heights Sanitary Sewer Project. The proposed project extends sewer to a disadvantaged area with known failing septic systems. The cost of connection fees, system development fees, and abandonment of the septic systems will be covered under project costs for any residences who voluntarily connect to the sewer system.

The attached resolution is required for the application.

BUDGET IMPACT: TBD

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

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

ATTACHMENTS:

Resolution

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPLY FOR
FUNDING FOR THE BARKER HEIGHTS SANITARY SEWER PROJECT**

WHEREAS, the North Carolina Department of Environmental Quality Division of Water Infrastructure has established a funding program for investment in drinking water, wastewater, and stormwater systems; and

WHEREAS, The City of Hendersonville has need for and intends to construct a sanitary sewer extension project described as Barker Heights Sanitary Sewer; and

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

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

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of September, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

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



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

John Connet

MEETING DATE:

09/01/2022

AGENDA SECTION:

CLOSED SESSION

DEPARTMENT:

Administration

TITLE OF ITEM:

Closed Session – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (1) and (3) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes and to consult with an attorney employed or retrained by the public body in order to preserve the attorney-client privilege between the attorney and the public body.

SUMMARY:

City staff is requesting a closed session to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes and to consult with an attorney employed or retrained by the public body in order to preserve the attorney-client privilege between the attorney and the public body.

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