

CITY OF HENDERSONVILLE CITY COUNCIL REGULAR MEETING

Operations Center - Assembly Room | 305 Williams St. | Hendersonville NC 28792

Thursday, June 01, 2023 – 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 Jill Murray, City Clerk

May 4, 2023 Regular Meeting

May 5, 2023 Special Called Budget Meeting

May 24, 2023 Second Monthly Meeting

- B. Sole Source Purchase of Bicarbonate- Ricky Levi
- C. Sole Source Purchase of Coagulant- *Ricky Levi*
- D. Sole Source and Standardization Purchase of Ortho Phosphate- Ricky Levi
- E. Street Closure: Resolution of Intent- Unnamed 20' alley (between City Hall and N. Edwards Street) (C23-44-SCL) *Tyler Morrow, Planner II*
- F. Henderson County Tax Adjustments Amanda Lofton, Deputy Tax Collector
- G. June 2023 Budget Amendments Adam Murr, Budget Manager
- H. Resolution to enter into Downtown Office Lease Agreement Jamie Carpenter, Downtown Manager
- <u>I.</u> Special Event: Field Day for Boys & Girls Club at Sullivan Park- *Jamie Carpenter, Downtown Manager*
- J. Special Event: Oklawaha Summer Fest- Jamie Carpenter, Downtown Manager
- K. Engineering Services for the WWTF Biosolids Thermal Dryer Project– Adam Steurer, Utilities Engineer

- L. Amendments to City Code to Remove Play Street Designation Brandon Mundy, Public Works Superintendent- Environmental Services, Streets & Traffic
- M. Utility Extension Agreement for the Mastermind Residential Development *Brendan Shanahan, Project Division Manager*
- N. Utility Extension Agreement for the Carriage Park Hilltop Subdivision *Brendan Shanahan*, *Project Division Manager*
- O. FY24 Special Appropriations Adam Murr, Budget Manager

6. PRESENTATIONS

- <u>A.</u> Proclamation Pollinators ~ *Mayor Volk*
- B. Hands On! A Child's Gallery Funding Request Joseph Knight, CEO

7. PUBLIC HEARINGS

- A. Budget Adoption FY24 John Connet, City Manager
- B. Annexation: Public Hearing- Clear Creek Road (City of Hendersonville) (C23-30-ANX)– *Tyler Morrow, Planner II*
- C. Annexation: Public Hearing- Blue Ridge Commerce Center (C23-38-ANX)– Tyler Morrow, Planner II
- D. Rezoning: Standard Rezoning 2511 Asheville Hwy (P23-024-RZO) –*Alexandra Hunt, Planner I*

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- <u>A.</u> Utility Billing Policy Discussion *John Connet, City Manager*
- <u>B.</u> Formation of Community Advisory Committee (CAC) for Comprehensive Plan *Matthew Manley, AICP | Strategic Project Planner*

10. BOARDS/COMMISSIONS/COMMITTEE APPOINTMENTS

<u>A.</u> Board & Commission Vacant Seat Appointments – *Jill Murray, City Clerk*

ABC Board; Animal Services Advisory Committee; Board of Adjustment;

Business Advisory Committee; Diversity & Inclusion Advisory Committee;

Downtown Mainstreet Advisory Committee; Environmental Sustainability Board;

Historic Preservation Committee; Planning Board; & Tree Board

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11. CITY COUNCIL COMMENTS

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

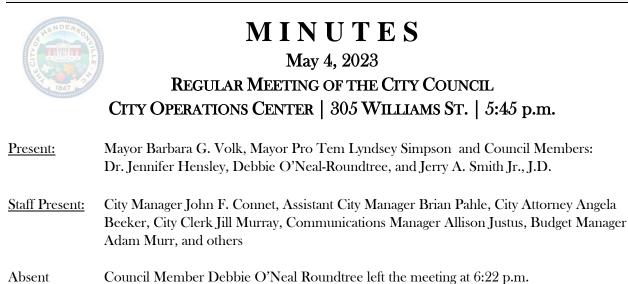
<u>A.</u> Cash and Investment Report – John Buchanan, Finance Director

13. CLOSED SESSION

14. ADJOURN

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

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

<u>General Public Comment</u>

Tom Appleby from Bat Cave, addressed City Council regarding free parking, developing traffic circles and using the trails from Saluda to Canton. He is upset about the kiosks for paid parking and is bad business.

Raphael Morales addressed City Council about parking and said that the City made a well-informed decision about paid parking. Also, he would be super supportive of Council making decisions of a no-vote regarding the conditional rezoning that was postponed at the last council meeting.

Eric Gash addressed City Council to thank them for being proactive, not reactive, and to be forward thinking. Change is difficult but not to change is fatal.

Lynne Williams addressed City Council via Zoom electronic software to state that she is in opposition of NC House Bill S265 which will change the time of elections for municipalities, including Hendersonville, to even years beginning in 2024. She also again asked to not raise the price of the plots at Oakdale Cemetery as it seems you are price gouging.

Diversity, Equity & Inclusion - FOR

Jennifer Mayeaux, of Pine Spring Drive, addressed City Council and said that everyone born deserves opportunity, equality, equity and we deserve a City that reflects a more diverse community. Diversity, equity and inclusion is good and holy and just works and is not a political issue but a moral issue.

Peri David addressed City Council and said she loves that the City is doing this.

Ann Twiggs of Hendersonville addressed City Council and said Hendersonville needs to add diverse instruments to complete its orchestra.

Joe Elliot, of Flat Rock, addressed City Council saying that he is not a Marxist and he believes that Hendersonville and Henderson County needs to be led by public officials that truly reflect the wonderful diversity of our citizens.

Diversity, Equity & Inclusion - AGAINST

Jeff Groh, of Fletcher, addressed City Council and asked them to cancel the Ahkirah DEI contract and use the approximately \$90,000 for real problems in Hendersonville and not imagined problems and to disband the DEI committee as it is not wanted or needed and is a waste of taxpayer money.

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REGULAR MEETING	MAY 4, 2023	VOLUME 26	PAGE	Section 5, Item A.

Lyra Prickett of Hendersonville addressed City Council and said she also has a business in Hendersonville and said that DEI and anti-bias programs have no evidence of success. Are we encouraging a growth mindset or a victim mindset?

Corrine Mandel of Hendersonville addressed City Council and said that merit is why people should be hired. DEI ignores merit and instead focuses on gender, skin color and sexual orientation and that in itself is discriminatory. Just hire the best qualified person, not based on their skin color, gender or sexual orientation. Cancel the DEI project and award merit and abandon this waste of time and effort.

Cher Silvius of Hendersonville addressed City Council and said she went to all of the DEI Committee meetings over the last nine months and heard people try to look for problems but were not looking to solve problems. Let's stop dividing and elevating groups. If Hendersonville is having such a problem, why is it such a rapidly growing city? DEI divides us. It doesn't unite us. Please cut the contract.

Jennifer Gugliozza of Hendersonville addressed City Council and said lets not be fooled by this giant failure wrapped in a pretty package. DEI is a billion-dollar industry and its monetizing the victim mentality.

At about 6:20 p.m., the Mayor asked for a 5-minute break to allow everyone to leave who did not want to stay for the rest of the meeting.

4. CONSIDERATION OF AGENDA

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

5. <u>CONSENT AGENDA</u>

Council Member Debbie O'Neal-Roundtree moved that City Council approve the consent agenda as presented. A unanimous vote of the Council followed. Motion carried.

A. Adoption of City Council Minutes – Jill Murray, City Clerk April 12, 2023 Regular Meeting April 26, 2023 Second Monthly Meeting

B. May 2023 Budget Amendments

TO MAYOR & COUNCIL - May 04, 2023

FISCAL YEAR 2023 Form Number - 05042023-01

BUDGET AMENDMENT

		FUND 460			
ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
460-0000-470100-16036	Transfer In	616,350	-	616,350	-
460-0000-470010-16036	Debt Proceeds	3,492,650	9,037,350	-	12,530,000
460-7135-550102-16036	Capital Outlay - Services/ Fees	619,000	-	494,000	125,000
460-7135-550103-16036	Capital Outlay-CIP	3,490,000	8,915,000	-	12,405,000
FUND 460	TOTAL REVENUES	4,109,000	9,037,350	616,350	12,530,000
FUND 400	TOTAL EXPENDITURES	4,109,000	8,915,000	494,000	12,530,000
A budget amendment reflecting a	n increase to the WWTP Biosolid Dry	ing System (Fund 460, pro	oject #16036) Capital	Project Ordinance (C	PO). The original
	on 04/06/2017. This amendment is via a 2024 Water and Sewer Revenue	-			

/s/John Connet, City Manager /s/Jill Murray, City Clerk

FUND 060 460						
ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET	
060-7032-554001	Capital Outlay Equipment	80,000	-	74,000	6,000	
060-7050-554001	Capital Outlay Equipment	200,000	-	50,000	150,000	
060-0000-598901	Transfer Out (to 460)	-	124,000	-	124,000	
FUND 060	TOTAL REVENUES	-	-	-	-	
FUND 000	TOTAL EXPENDITURES	-	124,000	124,000	-	
460-0000-470100-23007	Transfer In (from 060, FY23)	-	124,000	-	124,000	
460-0000-470100-23007	Transfer In (from 060, FY24)	-	150,000	-	150,000	
460-7032-550103-23007	Capital Outlay CIP	-	274,000	-	274,000	
FUND 460	TOTAL REVENUES	-	274,000	-	274,000	
F0ND 400	TOTAL EXPENDITURES	-	274,000	-	274,000	
	n of a new capital project ordiance (CPO). The ar		-			
e Water and Sewer Capital Project Fund	(460, #23007) for the acquisition and installatio	n of FY23 generators past	the end of FY23. The	amendment also clar	rifies that \$150,000	

BUDGET AMENDMENT

Total Project Revenues (21012,17141,19014,22011,18032,23003,18014) Total Project Appropriation (21012,17141,19014,22011,18032,23003,18014)

TO MAYOR & COUNCIL - May 04, 2023

of FY24 budget in 060 will be transferred to 460 on July 1, 2023 for additional budget. The project total appropriation is \$274,000.

s/John Connet, City Manager /s/Jill Murray, City Clerk

Other Financing Sources Subtotal

Apex (18014)	TOTAL REVENUES	5,200,000	-	4,200,000	1,000,000
Apex (18014)	TOTAL EXPENDITURES		-	4,200,000	1,000,000
460-0000-470010-19014	Debt Proceeds (2023 Revenue Bond)	527,500	7,500	-	535,000
460-7055-550103-19014	Capital Outlay - CIP	515,000	20,000	-	535,000
Church St Sewer (19014)	TOTAL REVENUES	527,500	7,500	-	535,000
Church St Sewer (19014)	TOTAL EXPENDITURES	515,000	20,000	-	535,000
460-7126-470010-17141	Debt Proceeds (2023 Revenue Bond)	3,409,130	-	174,076	3,235,054
460-1014-550102-17141	Capital Outlay-Services and Fees	Capital Outlay-Services and Fees - 125,000			
460-7126-550103-17141	Capital Outlay - CIP	3,409,130	-	299,076	3,110,054
1.26 (171.41)	TOTAL REVENUES	3,409,130	-	174,076	3,235,054
I-26 (17141)	TOTAL EXPENDITURES	3,409,130	125,000	299,076	3,235,054
460-0000-470010-23003	Debt Proceeds (2023 Revenue Bond)	525,000	-	-	525,000
460-7050-550103-23003	Capital Outlay - CIP	525,000	-	-	525,000
AMI Meter (23003)	TOTAL REVENUES	525,000	-	-	525,000
AMI Meter (25005)	TOTAL EXPENDITURES	525,000	-	-	525,000
460-0000-470010-19010	Debt Proceeds (2023 Revenue Bond)	1,110,000	-	6,071	1,103,929
460-1014-550103-19010	Capital Outlay - CIP	1,110,000	-	6,071	1,103,929
North Fork (10010)	TOTAL REVENUES	1,110,000	-	6,071	1,103,929
North Fork (19010)	TOTAL EXPENDITURES	1,110,000	-	6,071	1,103,929
460-0000-470010-22011	Debt Proceeds (2023 Revenue Bond)	550,000	-	26,900	523,100
460-7155-550103-22011	Capital Outlay - CIP	550,000	-	26,900	523,100
Vactor Truck (22011)	TOTAL REVENUES	550,000	-	26,900	523,100
Vactor Huck (22011)	TOTAL EXPENDITURES	550,000	-	26,900	523,100
022 Installment Financing Subtotal					8,480,000

/s/John Connet, City Manager /s/Jill Murray, City Clerk

TO MAYOR & COUNCIL - May 04, 2023

ACCOUNT NUMBER

460-7055-550103-21012

Fleetwood (21012)

460-7126-470010-18014

460-7126-550103-18014

10-21012

157,917 157,917 Debt Proceeds (2023 Revenue Bo Capital Outlay - CIP 1,400,000 1,400,000 TOTAL REVENUES 1,400,000 157,917 TOTAL EXPENDITURES Debt Proceeds (2023 Revenue Bond) 1,400,000 157,917

5,200,000

5,200,000

5,200,000

BUDGET AMENDMENT FUND 460 DESCRIPTION OF ACCOUNT EXISTING BUDGET INCREASE

TOTAL REVENUES

C/O Vehicles (HPD FY23 Vehicles) 71,475 TOTAL REVENUES 71.475 FUND 410 TOTAL EXPENDITURES 71,475 A budget amendment using increased sales tax revenues to increase budget availability for the purchase of a police vehicle through the FY23 Vehicle and Equip Capital Project Ordinance (CPO, #00023).

TOTAL REVENUES

TOTAL EXPENDITURES

DESCRIPTION OF ACCOUNT

Sales Tax

Debt Issued

Sale of Capital Assets

Supplies & Materials

Transfer In (from 010)

Transfer Out (to 410, #00023)

C/O Equipment (Pothole Patcher)

Capital Outlay - CIP

RECOLUMNIELING	
TO MAYOR & COUNCIL - May 04,	2023

/s/John Connet, City Manager /s/Jill Murray, City Clerk

ACCOUNT NUMBER

010-0000-410001

010-0000-470050

010-1300-521001

010-0000-598901

FUND 010

410-0000-470100-00023

410-0000-470010-00023

410-1502-554001-00023

410-1300-554002-00023

BUDGET AMENDMENT FUND 010 | 410

EXISTING BUDGET

5.408.691

70,650

151,416

954,800

559.650

258,260

301,390

FISCAL YEAR 2023

REVISED BUDGET

5.470.166

74,650

145,416

71,475

559.650

258,260

372,865

631,125

631,125

FISCAL YEAR 2023 Form Number - 05042023-03

REVISED BUDGET

1,557,917 1,557,917

1,557,917

1,557,917

1,000,000

1,000,000

1,000,000

8,480,000

8,480,000

FISCAL YEAR 2023

Form Number - 05042023-04

1.026.275

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DECREASE

6,000

6,000

DECREASE

4,200,000

4,200,000

4,200,000

VOLUME 26

61.475

4,000

71.475

65,475

71,475

71,475

INCREASE

REGULAR MEETING

TO MAYOR & COUNCIL - May 04, 2023

BUDGET AMENDMENT

FUND 010

VOLUME 26

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET			
010-0000-460090	Contributions	2,548	2,299	-	4,847			
010-1502-532299	Misc. Program Expenditures	90,250	2,299	-	92,549			
FUND 010	TOTAL REVENUES	-	2,299	-	-			
FOND 010	TOTAL EXPENDITURES	-	2,299	-	-			
A budget amendment increasing the Public Wo and 7th Avenue. The budget increase is \$2,299	budget amendment increasing the Public Works budget using a Community Foundation payment. The budget increase will be used on a pollinator bed project on Four Seasons							

/s/John Connet, City Manager

/s/Jill Murray, City Clerk

TO MAYOR & COUNCIL - May 4, 2023

FISCAL YEAR 2023

BUDGET AMENDMENT

Form Number - 05042023-07

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FUND 199 460							
ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET		
199-0000-470100-00100	Transfer In (from 010)	2,000,000	-	-	2,000,000		
199-1001-540001-00100	Special Appropriations (ARP)	2,000,000	-	400,000	1,600,000		
199-1001-598901-00100	Transfer Out (to 460, #22101)	-	400,000	-	400,000		
FUND 199	TOTAL REVENUES		-	-	2,000,000		
	TOTAL EXPENDITURES		400,000	400,000	2,000,000		
460-0000-470100-22101	Transfer In (from 460 reserves)	400,000	-	-	400,000		
460-0000-470100-22101	Transfer In (from ARP, #00100)	400,000	-	-	400,000		
460-1014-550103-22101	Capital Outlay CIP	800,000	-	-	800,000		
FUND 460	TOTAL REVENUES	800,000	-	-	800,000		
F0ND 460	TOTAL EXPENDITURES	800,000	-	-	800,000		
An amendment reflecting a tr	ansfer in from Fund 199 to provide the	e Apple Ridge project	\$400,000 of Council A	ppropriated ARP fund	ling, previously		
budgeted in Fund 301. This is	s a clarifying/financial amendment th	at has no impact on t	he bottom line project	t budget.			

/s/John Connet, City Manager /s/Jill Murray, City Clerk

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TO MAYOR & COUNCIL - May 4, 2023

FISCAL YEAR 2023 Form Number - 05042023-06

BUDGET AMENDMENT

FUND 010 410						
ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET	
010-0000-410001	Local Sales & Use Tax	5,451,891	53,101	-	5,504,992	
010-0000-598901	Transfer Out (to 410, #21043)	998,000	53,101	-	1,051,101	
FUND 010	TOTAL REVENUES	-	53,101	-	-	
FOND 010	TOTAL EXPENDITURES	-	53,101	-	-	
410-0000-470100-21042	Transfer In (from 010, FY23)	24,000	29,401	-	53,401	
410-1014-550102-21042	Capital Outlay- Fees and Services	24,000	29,401	-	53,401	
FUND (10 (Plutha)	TOTAL REVENUES	24,000	29,401	-	53,401	
FUND 410 (Blythe)	TOTAL EXPENDITURES	24,000	29,401	-	53,401	
410-0000-470100-21043	Transfer In (from 010, FY23)	31,000	23,700	-	54,700	
410-1014-550102-21043	Capital Outlay- Fees and Services	31,000	23,700	-	54,700	
FUND 410 (Crown)	TOTAL REVENUES	31,000	23,700	-	54,700	
FUND 410 (Grove)	TOTAL EXPENDITURES	31,000	23,700	-	54,700	
An amendment that includes	a Transfer In and Increase in Capital (Outlay- Fees and Servi	ices to cover NCDOT N	1atch for Grove St. an	d Blythe St. sidewalk	
design in FY23, project #2104	12 and #21043.					

/s/John Connet, City Manager /s/Jill Murray, City Clerk

TO MAYOR & COUNCIL - May 04, 2023

BUDGET AMENDMENT

Project	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
16003 - Etowah	Revenue Bond				6,687,1
16003 - Etowah	Interest Income				35,0
16003 - Etowah	Transfer In from Water Fund				7,000,0
16003 - Etowah	Construction & Other Costs				8,020,0
16003 - Etowah	Transfer Out				5,702,1
FUND 460	TOTAL REVENUES	-	-	-	13,722,1
FUND 400	TOTAL EXPENDITURES	-	-	-	13,722,15

/s/John Connet, City Manager /s/Jill Murray, City Clerk

FISCAL YEAR 2023 Form Number - 05042023-08

Section 5, Item A.

FISCAL YEAR 2023

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BUDGET AMENDMENT

PROJECT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
16012 - Streambank	Transfer In	-	80,084	-	80,08
16012 - Streambank	Debt Proceeds	3,042,134	-	80,084	2,962,05
16024 - WWTP Generator	Transfer In	1,600,000	50,472	-	1,650,47
16024 - WWTP Generator	CIP	1,600,000	50,472	-	1,650,47
18027 - Highland Sq Sewer	Transfer In	170,450	8,042	-	178,49
18027 - Highland Sq Sewer	CIP	170,450	8,042	-	178,49
FUND 460	TOTAL REVENUES	-	138,598	80,084	58,514
FUND 400	TOTAL EXPENDITURES	-	58,514	-	58,514

/s/John Connet, City Manager /s/Jill Murray, City Clerk

C. May 2023 Capital/Grant Project Ordinances and Reimbursement Resolutions– Adam Murr, Budget Manager

Ordinance #O-23-32

CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE WATER AND SEWER GENERATOR PROJECT, #23007

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

Section 1: The project authorized is a City project described as the Water and Sewer Generator Project, #23007.

Section 2: The following amounts are appropriated for the project:

	Account Codes			Account Name	Total Budget
Fund	Dept.	Account	Project		-
460	7032	550103	23007	Capital Outlay - CIP	\$274,000

Total Project Appropriation\$274,000

Section 3: The following revenues are anticipated to be available for the project:

		ount Codes		Account Name	
Fun	Dept.	Account	Project		Total Budget
460	0000	470100	23007	Transfer In (from 060, FY23)	\$124,000
460	0000	470100	23007	Transfer In (from 060, FY24)	\$150,000

Total Project Appropriation\$274,000

Section 4: The Finance Director is hereby directed to maintain within the Water & Sewer Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

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

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

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

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 4th day of May, 2023.

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

GRANT PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE THE DOGWOOD SMALL BUSINESS ASSISTANCE PROJECT, #G2301

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

Section 1: The project authorized is a City project described as the Dogwood Small Business Assistance Project, #G2301.

Section 2: The following amounts are appropriated for the project:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	1001	519200	G2301	Contracted Services	\$400,000

Section 3: The following revenues are anticipated to be available for the project:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	0000	420050	G2301	Grant Revenue (Dogwood HT)	\$400,000

Total Project Appropriation\$400,000

Section 4: The Finance Director is hereby directed to maintain within the Grant Project Fund (301) sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the General Fund (010) as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

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

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

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 4th day of May, 2023.

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

Resolution R-23-48

HENDERSONVILLE, NORTH CAROLINA DECLARATION OF OFFICIAL INTENT TO REIMBURSE

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

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

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE BIOSOLIDS DRYING SYSTEM PROJECT (PROJECT #16036), ORDINANCE #_____ (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$12,530,000.

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 4th day of May, 2023.

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

Resolution #R-23-49

PAGE

HENDERSONVILLE, NORTH CAROLINA DECLARATION OF OFFICIAL INTENT TO REIMBURSE

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

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

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE WATER AND SEWER GENERATORS PROJECT (PROJECT #23007), ORDINANCE #23-32 (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$224,000.

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 4th day of May, 2023.

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

Resolution #R-23-50

HENDERSONVILLE, NORTH CAROLINA DECLARATION OF OFFICIAL INTENT TO REIMBURSE

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

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

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE DOGWOOD SMALL BUSINESS ASSISTANCE PROJECT (PROJECT #G2301), ORDINANCE #O-23-33 (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$400,000.

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 4th day of May, 2023.

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

D. Annexation – Certificate of Sufficiency – Clear Creek Road (City of Hendersonville) (C23-30-ANX) – Tyler Morrow, Planner II

Resolution #R23-51

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. June 1st, 2023, 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 9569-89-2546 and 9569-99-1449 described in the plat recorded in Book 2023- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9569-89-2546 and 9569-99-1449 being described by metes and bounds as follows:

Being all of those certain parcels of land lying and being in the City of Hendersonville ETJ, Henderson County, North Carolina, being the same properties as described in Deed Book 3524, Page 291 and in Deed Book 3520, Page 392 and being more particularly described as follows:

BEGINNING at a 5/8" rebar being the northwesternmost corner of the Windsor Hills, Inc. Subdivision as shown in PC "C", Slide 301, said rebar also being the easternmost corner of BJD Partners, LLC as described in DB 1571, Page 229; said rebar having "NAD 83 (2011)" coordinates of N: 599,463.62 feet and E: 967,637.96 feet and lying a grid bearing and distance of South 72°58'25" East 11833.06 feet from NCGS CORS Station "NCHE" (with coordinates of N: 602,928.48 feet and E: 956,323.55 feet); thence from said POINT OF BEGINNING with the BJD Partners, LLC line North 31°11'53" West (passing a 3/4" crimped top pipe at 164.44 feet) a total distance of 347.12 feet to a 5/8" rebar at the southeastern corner of a property (owner unknown – formerly Asheville Federal Savings and Loan Association) as described in DB 445, Page 85; thence with said property North 04°52'48" West (passing a 5/8" rebar with "EHA" cap at 135.23 feet) a total distance of 196.97 feet to an unmarked point in the center of Mud Creek, said point also being the beginning of existing City of Hendersonville limits; thence leaving the "owner unknown" property with the existing City limits and the center of Mud Creek the following 8 (eight) calls:

- 1) North 33°05'11" East 32.90 feet to an unmarked point;
- 2) North 11°02'49" East 63.13 feet to an unmarked point;
- 3) North 43°36'44" West 31.51 feet to an unmarked point;
- 4) North 04°35'58" West 39.67 feet to an unmarked point;
- 5) North 28°16'04" East 94.23 feet to an unmarked point;
- 6) North 19°37'50" East 127.86 feet to an unmarked point;
- 7) North 29°42'29" East 113.55 feet to an unmarked point;
- North 23°14'22" East 35.28 feet to an unmarked point at the intersection of the center of Mud Creek and the center of Clear Creek, said point also being the end of the existing City limits;

Thence leaving the existing City limits with the center of Clear Creek the following 22 (twenty-two) calls:

- 1) South 31°35'34" East 67.61 feet to an unmarked point;
- 2) South 37°34'58" East 138.16 feet to an unmarked point;
- 3) South 42°48'13" East 225.78 feet to an unmarked point;
- 4) South 27°25'14" East 92.05 feet to an unmarked point;
- 5) South 43°08'27" East 71.43 feet to an unmarked point;
- 6) South 73°13'01" East 129.12 feet to an unmarked point;
- 7) South 44°49'30" East 44.76 feet to an unmarked point;
- 8) South 22°33'51" East 92.60 feet to an unmarked point;
- 9) South 50°23'30" East 98.90 feet to an unmarked point;
- 10) South 73°00'53" East 78.21 feet to an unmarked point;
- 11) South 79°00'55" East 66.13 feet to an unmarked point;
- 12) North 88°56'32" East 75.40 feet to an unmarked point;
- 13) North 77°25'54" East 108.78 feet to an unmarked point;
- 14) South 80°56'59" East 49.37 feet to an unmarked point;
- 15) South 62°24'20" East 119.89 feet to an unmarked point;
- 16) South 74°55'16" East 95.70 feet to an unmarked point;
- 17) South 69°51'23" East 93.86 feet to an unmarked point;
- 18) South 86°09'07" East 88.59 feet to an unmarked point;
- 19) North 88°05'14" East 110.29 feet to an unmarked point;
- 20) North 80°36'17" East 73.51 feet to an unmarked point;
- 21) North 69°56'02" East 99.51 feet to an unmarked point;

22) North 66°16'11" East 119.99 feet to an unmarked point on a bridge in the center of Clear

Creek Road;

Thence with the center of Clear Creek Road South 14°27'22" East 222.36 feet to an unmarked point at the northeastern corner of the Harrison property as described in DB 3264, Page 676; thence leaving the center of Clear Creek Road with the Harrison property South 78°04'38" West (passing a 5/8" rebar with "EHA" cap at 22.27 feet) a total distance of 216.77 feet to a 3/8" iron rod; thence South 11°53'25" East 38.44 feet to a rebar; thence South 78°07'01" West 115.62 feet to a rebar with "1603" cap; thence continuing with the Harrison line and the Hayes property as described in DB 1610, Page 70 on a bearing of South 14°58'10" West (passing a rebar with "1603" cap at 72.89 feet) a total distance of 187.24 feet to a rebar with "1603" cap; thence with the Brown property as described in DB 1596, Page 163 on a bearing of South 06°23'17" West 96.85 feet to a rebar with "1603" cap; thence North 85°09'22" East (passing a rebar with "1603" cap at 380.53 feet) a total distance of 386.13 feet to a 5/8" rebar with "EHA" cap along the edge of pavement of Clear Creek Road; thence leaving the Brown property with the edge of Clear Creek Road on a bearing of South 14°40'07" West 56.79 feet to 5/8" rebar with "EHA" cap at the northeastern corner of the Limerick Properties, LLC property as described in DB 1569, Page 666; thence leaving the edge of Clear Creek Road with the Limerick Properties, LLC line South 82°10'03" West 356.93 feet to a rebar with "1603" cap; thence with the Jeffrey Holbert line as described in DB 1657, Page 655 on a bearing of North 80°48'10" West 162.45 feet to an unmarked point in a branch at the northeastern corner of the Curtis and Juanita Holbert property as described in DB 1612, Page 441; thence with said Holbert line and the branch the following 6 (six) calls:

- 1) North 85°27'50" West 15.27 feet to an unmarked point;
- 2) North 48°47'24" West 37.86 feet to an unmarked point;
- 3) North 64°09'02" West 83.61 feet to an unmarked point;
- 4) North 72°24'23" West 29.63 feet to an unmarked point;
- 5) North 85°19'54" West 24.86 feet to an unmarked point;
- 6) South 87°00'39" West 21.44 feet to an unmarked point;

Thence leaving the branch and continuing with said Holbert line South 06°44'45" West (passing a 5/8" rebar at 18.83 feet) a total distance of 270.04 feet to a 3/4" open top pipe at the northeastern corner of Section G of Section 1 of the Pinehurst Subdivision as shown if PC "C", Slide 118; thence leaving the Holbert line with the Pinehurst line North 83°03'54" West (passing a 5/8" iron rod at 100.06 feet) a total distance of 136.79 feet to a 3/4" crimped top pipe; thence North 60°41'32" West 172.41 feet to a 3/4" open top pipe at the northeastern most corner of the Windsor Hills, Inc. Subdivision; thence leaving the Pinehurst line with the Windsor Hills, Inc. Line North 45°49'00" West 218.34 feet to a 5/8" rebar with "EHA" cap; thence North 11°53'13" West (passing a 3/4" crimped top pipe at 83.86 feet; and passing another 3/4" crimped top pipe at 230.65 feet) a total distance of 290.00 feet to a 3/4" crimped top pipe; thence North 71°38'18" West (passing a 3/4" crimped top pipe at 89.88 feet) a total distance of 185.04 feet to a 3/4" crimped top pipe; thence North 60°17'50" West 150.79 feet to a 3/4" crimped top pipe; thence North 73°11'39" West 128.96 feet to the POINT AND PLACE OF BEGINNING, containing 26.76 acres, more or less.

Re: Petition for Contiguous Annexation Petitioners: City of Hendersonville File No. C23-30-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 4th day of May, 2023.

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

E. Special Event: Immaculata Fall Fest – Jamie Carpenter Downtown Manager

F. Resolution to Create a Four-Way Stop at Half Moon Trail and Foxtail Ct./Brookstone Ct. – *Tom Wooten, Director of Public Works*

Resolution #R-23-52

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE INSTALLATION OF TWO ADDITIONAL STOP SIGNS TO CREATE A FOUR-WAY STOP INTERSECTION AT HALF MOON TRAIL AND FOXTAIL CT./BROOKSTONE CT.

WHEREAS, the City has received numerous requests from residents asking the City to address traffic safety concerns at the Half Moon Trail and Foxtail Ct./Brookstone Ct. intersection; and

WHEREAS, additional traffic is expected at this intersection as the adjacent subdivision continues to develop; and

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WHEREAS, City Council discussed adding two additional stop signs to create a four-way stop intersection to help address the safety concerns; and

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

1. The installation of two additional stop signs at the Half Moon Trail and Foxtail Ct./Brookstone Ct. intersection is approved which will create a four way stop intersection.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of May, 2023.

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

G. Annexation – Certificate of Sufficiency – Blue Ridge Commerce Center (C23-38-ANX) – Tyler Morrow, Planner II

Resolution #R23-53

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-58.2

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

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

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

Section 1. A public hearing on the question of annexation of the satellite area described herein will be held at City Operations Center located at 305 William St. Hendersonville NC, 28792 at 5:45 p.m. June 1st, 2023, 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 9588-31-1844, 9588-22-8495, 9588-23-3192, 9588-13-8975, and 9588-23-9432 described in the plat recorded in Book 2023- ______ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9588-31-1844, 9588-22-8495, 9588-23-3192, 9588-13-8975, and 9588-23-9432 being described by metes and bounds as follows:

BEING AN ANNEXATION BOUNDARY OF LOT 1, LOT 2, LOT 3, LOT 4 AND LOT 5 OF ASHEVILLE INDUSTRIAL OWNER LLC PROPERTY SHOWN ON SLIDE 14437 AND FOUND IN BOOK OF RECORD 3925, PAGE 710 AND BOOK OF RECORD 3970, PAGE 091 BOUNDED AS FOLLOWS:

BEGINNING AT AN EXISTING CAPPED REBAR THE COMMON CORNER OF LOT 3 AND DEED BOOK 420, PAGE 099 IN THE SOUTHEASTERN LINE OF DEED BOOK 965, PAGE 651, TRACT 1;

THENCE S 84°30'38" E A DISTANCE OF 413.26' TO AN EXISTING CAPPED REBAR; THENCE S 03°53'58" W A DISTANCE OF 307.94' TO AN EXISTING CAPPED REBAR; THENCE S 04°00'13" W A DISTANCE OF 158.14' TO AN EXISTING #4 REBAR; THENCE S 03°53'04" W A DISTANCE OF 150.04' TO AN EXISTING #4 REBAR; THENCE S 86°07'21" E A DISTANCE OF 569.23' TO AN EXISTING CAPPED REBAR; THENCE S 86°04'07" E A DISTANCE OF 415.15' TO AN EXISTING CAPPED REBAR; THENCE S 86°05'52" E A DISTANCE OF 191.13' TO AN EXISTING BENT #4 REBAR;

THENCE S 86°05'06" E A DISTANCE OF 170.69' TO AN EXISTING SPINDLE IN THE CENTERLINE OF MCMURRAY ROAD, S.R. 1790. SAID SPINDLE HAVING N.A.D. 83/ 2011 COORDINATES OF NORTHING- 583896.335', EASTING- 983472.227' WITH A COMBINED FACTOR OF 0.99977472;

THENCE WITH THE CENTERLINE OF SAID ROAD THE FOLLOWING 24 COURSES: THENCE S 04°41'50" W A DISTANCE OF 64.74' TO A POINT;

THENCE S 05°38'56" W A DISTANCE OF 146.33' TO A POINT; THENCE S 05°51'59" W A DISTANCE OF 142.70' TO A POINT; THENCE S 06°25'49" W A DISTANCE OF 145.04' TO A POINT; THENCE S 05°41'54" W A DISTANCE OF 94.58' TO A POINT; THENCE S 06°04'54" W A DISTANCE OF 94.74' TO A POINT; THENCE S 06°02'17" W A DISTANCE OF 48.13' TO A POINT; THENCE S 05°30'31" W A DISTANCE OF 50.73' TO A POINT; THENCE S 05°52'55" W A DISTANCE OF 94.40' TO A POINT; THENCE S 06°19'38" W A DISTANCE OF 95.68' TO A POINT; THENCE S 06°10'50" W A DISTANCE OF 96.09' TO A POINT; THENCE S 05°52'32" W A DISTANCE OF 287.68' TO A POINT;

THENCE S 06°05'01" W A DISTANCE OF 166.93' TO AN EXISTING SPINDLE; THENCE S 06°05'01" W A DISTANCE OF 26.54' TO A;

THENCE S 06°09'40" W A DISTANCE OF 97.15' TO A POINT; THENCE S 05°32'15" W A

DISTANCE OF 95.93' TO A POINT;

THENCE S 06°08'45" W A DISTANCE OF 45.70, TO A SPINDLE SET IN THE CENTERLINE OF SAID ROAD; THENCE CONTINUING WITH SAID CENTERLINE S 06°08'45"W A DISTANCE of 48.96' TO A POINT; THENCE S 06°27'28"W A DISTANCE OF 95.64' TO A POINT;

THENCE S 05°58'58"W A DISTANCE OF 98.38' TO A POINT; THENCE S 05°32'08"W A DISTANCE OF 47.25' TO A POINT; THENCE S 05°12'35"W A DISTANCE OF 46.47' TO A POINT; THENCE S 04°32'57"W A DISTANCE OF 50.98' TO A POINT; THENCE S 03°58'46"W A DISTANCE OF 49.74' TO A POINT; THENCE S 01°51'24"W A DISTANCE OF 49.41' TO A POINT;

THENCE S 01°08'50"E A DISTANCE OF 49.06' TO AN EXISTING SPINDLE IN THE CENTERLINE OF MCMURRAY

ROAD, S.R. 1790, IN THE MARGIN OF THE RIGHT OF WAY FOR INTERSTATE 26. SAID SPINDLE HAVING

N.A.D. 83/ 2011 COORDINATES OF NORTHING- 581579.594', EASTING- 983244.193' WITH A COMBINED

FACTOR OF 0.99977646;

THENCE WITH THE MARGIN OF THE RIGHT OF WAY FOR INTERSTATE 26 THE FOLLOWING 13 COURSES: N

85°08'49"W A DISTANCE OF 43.25' TO AN EXISTING #5 REBAR;

THENCE S 02°57'47"W A DISTANCE OF 70.49' TO AN EXISTING #5 REBAR;

THENCE N 32°46'03" W PASSING A #5 REBAR SET AT 434.94' A TOTAL DISTANCE OF 591.97' TO AN EXISTING CONCRETE RIGHT OF WAY MONUMENT;

THENCE N 37°42'36" W A DISTANCE OF 291.52' TO AN EXISTING CONCRETE RIGHT OF WAY

MONUMENT; THENCE N 33°13'39" W A DISTANCE OF 201.27' TO AN EXISTING CONCRETE

RIGHT OF WAY MONUMENT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN

ARC LENGTH OF 553.46', WITH A RADIUS OF 7788.13', WITH A CHORD BEARING OF N 35°27'12" W, WITH A CHORD LENGTH OF 553.34', TO AN EXISTING CONCRETE RIGHT OF WAY MONUMENT;

THENCE N 38°12'28" W A DISTANCE OF 200.56' TO AN EXISTING CONCRETE RIGHT OF WAY

MONUMENT; THENCE N 38°19'35" W A DISTANCE OF 840.29' TO AN EXISTING CONCRETE

RIGHT OF WAY MONUMENT; THENCE N 38°11'08" W A DISTANCE OF 108.38' TO A #5

REBAR SET;

THENCE N 81°37'53" W A DISTANCE OF 43.01' TO AN EXISTING CONCRETE RIGHT OF WAY

MONUMENT; THENCE N 36°56'29" W A DISTANCE OF 105.57' TO AN EXISTING CONCRETE

RIGHT OF WAY MONUMENT;

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 361.03', WITH A RADIUS OF

2717.10', WITH A CHORD BEARING OF N 31°56'53" W, WITH A CHORD LENGTH OF 360.77', TO A #5 REBAR

SET;

THENCE S 78°49'44" E A DISTANCE OF 38.31' TO AN EXISTING CONCRETE RIGHT OF WAY MONUMENT;

THENCE LEAVING SAID RIGHT OF WAY OF N 79°22'05" E A DISTANCE OF 11.52' TO AN EXISTING CAPPED REBAR;

THENCE N 53°30'01" E A DISTANCE OF 25.01' TO AN EXISTING CAPPED REBAR; THENCE N 30°18'20" E A DISTANCE OF 25.00' TO AN EXISTING CAPPED REBAR; THENCE N 13°49'26" E A DISTANCE OF 25.06' TO AN EXISTING CAPPED REBAR; THENCE S 71°20'36" E A DISTANCE OF 86.02' TO A #5 REBAR SET;

THENCE S 86°04'10" E A DISTANCE OF 278.72' TO A #5 REBAR SET;

THENCE N 03°54'21" E A DISTANCE OF 202.07' TO AN EXISTING CONCRETE MONUMENT WITH CAP; THENCE N 08°27'41" E A DISTANCE OF 276.11' TO AN EXISTING CAPPED REBAR;

WHICH IS THE POINT OF BEGINNING,

HAVING AN AREA OF 2845116.8 SQUARE FEET, 65.31 ACRES

Re: Petition for Satellite Annexation

Petitioners: Asheville Industrial Owner LLC and Asheville Industrial Owner II LLC File No. C23-38-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 4th day of May, 2023.

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

H. Utility Extension Agreement for the Chimney Crossing Villas – Brendan Shanahan, Project Division Manager

Resolution #R-23-54

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH PINE SHADOW DEVELOPERS, LLC. AND CHAMPION HILLS PROPERTY OWNERS ASSOCIATION, FOR THE CHIMNEY CROSSING VILLAS

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

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

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

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

WHEREAS, Pine Shadow Developers, LLC. and Champion Hills Property Owners Association, the "Developers" and "Owners" will enter into a Utility Extension Agreement with the City to provide water service to the Chimney Crossing Villas.

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

- 1. The Utility Extension Agreement with Pine Shadow Developers, LLC. and Champion Hills Property Owners Association, the "Developers" and "Owners" to provide water service to the Chimney Crossing Villas 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 4th day of May, 2023.

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

I. Utility Extension Agreement for the Seasons at Cane Creek Phase 2 – Brendan Shanahan, Project Division Manager

Resolution # R-23-55

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH SOUTHWOOD REALTY COMPANY AND SRC CANE CREEK, INC FOR THE SEASONS AT CANE CREEK PHASE 2

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

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

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

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

WHEREAS, Southwood Realty Company, the "Developer" and "Owner" and SRC Cane Creek, Inc, will enter into a Utility Extension Agreement with the City to provide water service to the Seasons at Cane Creek Phase 2.

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

- 1. The Utility Extension Agreement with Southwood Realty Company, the "Developer" and "Owner" and SRC Cane Creek, Inc., to provide water service to the Seasons at Cane Creek Phase 2 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 4th day of May, 2023.

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

J. NCDOT EB-5860 (Blythe St Multi-Use Path) Design Agreement Approval, City Project #21042 – Brent Detwiler, City Engineer

Resolution #R23-56

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

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

WHEREAS, a project has been identified as part of the North Carolina Department of Transportation's State Transportation Improvement Program called EB-5860 Blythe Street Multi-Use Path; and

WHEREAS, the North Carolina Department of Transportation has agreed to design and construct the Blythe Street Multi-Use Path project with a required match provided by the City of Hendersonville; 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 enter into an agreement with the North Carolina Department of Transportation for design of the Blythe Street Multi-Use Path (EB-5860), as presented.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of May, 2023.

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

K. NCDOT EB-5963 (S Grove St Sidewalk) Design Agreement Approval, City Project #21043 – Brent Detwiler, City Engineer

Resolution #R-23-57

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

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

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WHEREAS, a project has been identified as part of the North Carolina Department of Transportation's State Transportation Improvement Program called EB-5963 South Grove Street Sidewalks; and

WHEREAS, the North Carolina Department of Transportation has agreed to design and construct the South Grove Street Sidewalks project with a required match provided by the City of Hendersonville; 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 enter into an agreement with the North Carolina Department of Transportation for design of the South Grove Street Sidewalks (EB-5963), as presented.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of May, 2023.

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

L. 2023 Installment Financing Contract (IFC) – Adam Murr, Budget Manager

Resolution #R-23-58

RESOLUTION OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA, APPROVING CERTAIN MATTERS RELATED TO AN INSTALLMENT FINANCING CONTRACT AND DELIVERY THEREOF

WHEREAS, the City Council of the City of Hendersonville, North Carolina (the "*City*") has previously approved a resolution on April 26, 2023 (the "*Approving Resolution*") regarding an installment financing contract (the "*Contract*") with JPMorgan Chase Bank, N.A. (the "*Lender*") in an amount not to exceed \$6,450,000 to pay the costs of renovations and improvements to City facilities and infrastructure, including City Hall and the City Operations Center (collectively, the "2023 Projects");

WHEREAS, in the Approving Resolution in order to provide security for the City's obligations under the Contract, the City approved granting 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 site of the City Operations Center, together with all improvements and fixtures located thereon;

WHEREAS, upon further review, the City has determined it would rather secure the City's obligations under the Contract by granting to the Lender a security interest under the Deed of Trust in all or a portion of the City's fee simple interest on the site of City Hall, together with all improvements and fixtures located thereon (the "*City Hall Property*");

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

Section 1. *Approval and Authorization of the Mortgaged Property*. The City Council of the City hereby approves securing the City's obligations under the Contract with the City Hall Property in accordance with the terms of the Deed of Trust, which will be a valid, legal and binding security instrument of the City in accordance with its respective terms.

Section 2. *Related Actions*. All other approvals and authorizations obtained by the City in the Approving Resolution shall be, and the same hereby are, in all respects ratified, approved and confirmed.

Section 3. *Repealer*. All motions, orders, resolutions, ordinances and parts thereof, in conflict herewith are hereby repealed.

Section 4. *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 5. *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 4th day of May, 2023.

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

6. PRESENTATIONS

A. Proclamation – Lung Cancer Awareness - Mayor Barbara G. Volk

Mayor Barbara G. Volk presented a proclamation recognizing Lung Cancer Awareness.

B. Proclamation - Foster Care Awareness - Mayor Barbara G. Volk

Mayor Barbara G. Volk presented a proclamation recognizing Foster Care Awareness.

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C. Proclamation of 2023 Drinking Water Week – Kasey Lyons, Environmental Compliance Technician

City Manager Connet read the proclamation aloud recognizing Drinking Water Week.

D. Quarterly MVP Recipients – John Connet, City Manager

City Manager Connet said, as is custom, we recognize employees who go above and beyond on a quarterly basis. The following individuals were recognized:

Brittany Watson, Finance Department Marianna Tinoco, Police Department Ross Henderson, Public Works Jody Martin, Public Works Terry Smith, Public Works Jerry Villars, Public Works



Brittany Watson (Finance)

An employee, who is a Type 1 diabetic, had an appointment with her surgeon regarding having her gallbladder removed. Her sugar dropped <u>suddenly</u> and she did not feel safe to drive and was going to cancel her appointment. Brittany immediately stepped up and offered to drive her to the appointment and the surgery was successfully scheduled. Brittany also goes above and beyond assisting her teammates!!



Marianna Tinoco (Police)

Officer Tinoco witnessed cable lines that were down from a storm. This storm knocked over a power pole the previous Friday. The power pole was replaced that same <u>day</u> but the lines remained in the roadway and was discovered to have been there for 4 days. Tinoco stayed on scene and cleaned up debris and contacted ATT, DUKE, and Optimum. All 3 came out and had the lines cleared from the roadway in a few hours.



Ross Henderson, Jody Martin, Terry Smith and Jerry Villars (Public Works)

Ross & the Building Maintenance team are constantly taking on extra projects to assist with various City initiatives. This team took responsibility for installing & removing the banners & decals celebrating HVL's 175th anniversary. They are also repairing features from the old mini-golf so they can be included on the new course. These 'extra' projects are beyond their regular jobs - but their skills & expertise help make Hendersonville special and better for the community.



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City Manager Connet introduced the new Executive Director of the Henderson County Arts Council, Eric Kerchner. Mr. Kerchner introduced himself and said they are working with the Tourism Development Authority to put on the Music on Main series for the summer and moving the traditional street dance nights from Monday nights to Saturday nights. We have taken our Arts Council into the schools and we've had a wonderful run called Artists in Schools where we take requests from teachers on what kind of artists they want to come in to their classrooms. We've had dance, painting and ceramics projects. He thanked Council for their support.

F. New Fats Oils and Grease (FOG) Management Policy – Lee Smith, Utilities Director

Gracie Erwin and Kasey Lyons presented the Hendersonville Proposed FOG policy.



Fats, Oils and Grease... Who cares?

TOPICS TO DISCUSS

What is FOG? Why do we need to manage it? What are FSEs and MFUs? Why do we need a policy? Who does it apply to? Specific Highlights Contact Information

What is FOG?

FATS, OILS AND GREASE THAT HAVE POTENTIAL TO BE DISCHARGED INTO THE SANITARY SEWER.

Without proper management, FOG will negatively interfere with the components of the sewer collection system, impairs wastewater treatment and contributes to sanitary sewer overflows (SSOs).





Why do we need a policy?

It has become evident that FOG management inside of Hendersonville's sewer collection system needs some standardization and well-defined requirements.





To whom does the policy apply to?

FOOD SERVICE ESTABLISHMENTS (FSE)

Any food service facility discharging kitchen or food preparation wastewater - examples include restaurants, hotels, schools, grocery stores, nursing homes.

MOBILE FOOD UNITS (MFU)

Any self-contained mobile kitchen that is equipped to prepare and/or sell consumable food or drink items; a food establishment designed to be readily moved and vend food.

What does the new policy include?

SPECIFIC AND CLEAR DEFINITIONS – Examples include FSE, MFU, grease interceptors, grease traps.

REQUIREMENTS REGARDING GREASE REMOVAL DEVICES -Frequency of cleaning, records/documentation. DETAILS ABOUT CITY

What to expect from City inspections, frequency, and requirements.

BEST MANAGEMENT PRACTICES – A detailed BMP section has been included to assist FSE and MFU in FOG management.

CONSTRUCTION AND PLUMBING REQUIREMENTS – Clear requirements have been outlined for new and existing construction.

GRANDFATHER CLAUSE REMOVED The policy includes no "grandfathering out" and requires that all FSE and MFU be subject to the policy.

G. Special Appropriations- Jenny Floyd, Budget & Mgmt. Analyst

Jenny Floyd gave an overview of special appropriations.

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		Education,	-	cure, & reation
CATEGORIES		Life Quality and Ecc	nomic Se	ervices
	<u>○ ○ ○</u>		Full Fu	nding

City Manager's Recommendation

\$130,000

25%

Education, Arts, Culture, & Recreation

\$32,500

75%

Life Quality and Economic Services

\$97,500

Education, Arts, Culture, & Recreation

Total \$119,465

Life Quality and Economic Services

Total \$266,260

Organization	Request
Arts Council of Henderson County, Inc.	\$5,000
Blue Ridge Literacy Council	\$7,000
Boy's & Girl's Club of Henderson County	\$20,000
Flat Rock Playhouse (Vagabond School)	\$4,992
Henderson County Education Foundation	\$8,075
Henderson County Education Initiative	\$1,000
Henderson County NAACP - Medical Training	\$10,200
Hendersonville Community Theatre	\$26,498
Hendersonville Shuffleboard Club	\$1,200
Hendersonville Symphony - Second Series	\$5,000
Hendersonville Symphony - Youth Education	\$5,000
Mineral & Lapidary Museum	\$10,000
Team ECCO	\$3,500
Western North Carolina Air Museum	\$12,000

Organization	Request
Blue Ridge Community Health Services	\$10,000
Blue Ridge Humane	\$10,000
Children & Family Resource Center	\$10,000
Henderson County Council on Aging	\$16,860
Henderson County Young Leaders (Camplify)	\$2,500
Interfaith Assistance Ministry - Rent Asst.	\$145,000
Medical Loan Closet of Henderson County	\$3,000
Only Hope WNC	\$10,000
Pisgah Legal Services - Domestic Violence	\$5,000
Pisgah Legal Services - Homeless Prevention	\$5,000
Safelight, Inc.	\$20,000
St. Gerard House	\$6,900
The Mediation Center	\$2,000
Thrive	\$10,000
True Ridge	\$10,000

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Organization	Request
Agribusiness Henderson County (AgHC)	\$5,000
Henderson County Economic Investment Fund	\$50,000
Henderson County Partnership for Econ. Dev.	\$25,000
Henderson County Planning Department	\$102,709
Henderson County Rescue Squad	\$15,000
Interfaith Assistance Ministry	\$15,000
Merchant's and Business Association	\$2,000
Mills River Partnership	\$80,000

ARP Review

Organization	Amount	Program/Project
Children & Family Resources Center	\$100,000	Grow, Lean, Outreach (GLO) Mobile
Interfaith Assistance Ministry	\$100,000	Food Insecurity
Pisgah Legal Services	\$320,000	Legal Services w/ Connection Center
Safelight, Inc.	\$100,000	Phoenix Project (SANE)
True Ridge	\$50,000	Bilingual services with partnered nonprofits.

Recap

Manager's Recommendations: \$130,000 Total General Requests: \$385,725



Education, Arts, Culture & Recreation \$119,465

Rec. \$32,500



Life Quality & Economic Services \$266,260 •••

Full Funding

\$294,709

Rec. \$97,500

Request Summary – Education, Arts, Culture, & Recreation

Organization	Summary				
Arts Council of Henderson County, Inc.	Provide arts ed. to 200+ students, in Henderson Co. title1 schools. Renting classroom space, pay art teachers & supplies.				
Blue Ridge Literacy Council	Funds for marketing to recruit tutors; Provide tutoring to adults -learning materials: books, workbooks				
Boy's & Girl's Club of Henderson County	To support community service activities, fitness programs, life skills training, and education of at-risk youth.				
Flat Rock Playhouse (Vagabond School)	Theater Arts Education Program: supplies, technology, costumes, and equipment.				
Henderson County Education Foundation	Muddy Sneakers program for 5th graders' experiential outdoors learning opportunity.				
Henderson County Education Initiative	Funds will be used to digitize historical information about the HC education system.				
Henderson County NAACP - Medical Training	Partnership w/ Pardee Foundation and BRCC to provide medical training/education opportunities.*				
Hendersonville Community Theatre	Funding will be used for exterior façade renovations costs.				
Hendersonville Shuffleboard Club	Purchase equipment for recreational opportunities and maintain facilities.				
Hendersonville Symphony - Second Series	3rd and 6th grade orchestra education concerts.				
Hendersonville Symphony - Youth Education	Facility and production costs for orchestra grades 9-12.				
Mineral & Lapidary Museum	Educational materials for school tours of the museum.				
Team ECCO	Funds the purchase equipment and materials to promote STEM education through shark tracking.				
Western North Carolina Air Museum	Funds for exhibits and airplane refurbishing				

Request Summary – Life Quality & Economic Services

Organization	Summary				
Blue Ridge Community Health Services	Provide 81 homeless individuals with medical services - primary care, behavioral health, pharmacy services.				
Blue Ridge Humane	Spay/neuter programing for residents of HVL - assists low-income families and mitigates stray animal externalities.				
Children & Family Resource Center	Provide funding for staff performing developmental screenings for children ages 3-5.				
Henderson County Council on Aging	Full funding would provide 5 city residents home-delivered meals for an entire year. \$5.50/meal*1272 meals = \$7,000.				
Henderson County Young Leaders (Camplify)	Funds will be used for 4 Counselors-in-Training, overnight summer camp, and weekend camp.				
Interfaith Assistance Ministry - Rent Asst.	Crisis Services = food and housing assistance.				
Medical Loan Closet of Henderson County	Preparation and maintenance on medical equipment offered to in-need members of the community.				
Only Hope WNC	Support of homeless youth including food, clothing, and school supplies.				
Pisgah Legal Services - Domestic Violence	Legal support for victims of domestic violence matched by federal grant from the NC Governor's Crime Commission.				
Pisgah Legal Services - Homeless Prevention	Legal support for low-income residents matched by federal grant from the NC Governor's Crime Commission.				
Safelight, Inc.	Job training program for survivors of interpersonal violence for economic empowerment & independence.				
St. Gerard House	Event support for special needs children and families, including meals, education, and childcare.				
The Mediation Center	Funding for Community Mediation Coordinator.				
Thrive	Funds will support Coordinated Entry staff to aid residents at risk of losing housing.				
True Ridge	Direct client support for victims of crimes and staff training for legal interpretations services.				

Request Summary – Full Funding

Organization	Summary
Agribusiness Henderson County (AgHC)	Promote economic growth in agribusiness through recruitment and retention.
Hand On! - A Child's Gallery	Council agreed to consider a not-to-exceed \$42,000 for years 3-5 of the HandsOn! Agreement (Year 3).
Henderson County Economic Investment Fund	Economic development support and programming.
Henderson County Partnership for Econ. Dev.	Economic development support and programming.
Henderson County Planning Department	Hendersonville to fund 50% of operational cost for City riders.
Henderson County Rescue Squad	Aid and assist in case of disaster or accident.
Interfaith Assistance Ministry	Water bills and water repairs
Merchant's and Business Association	To provide enhanced quality parades.
Mills River Partnership	Water quality efforts in the Mills River.

7. PUBLIC HEARINGS

A. Rezoning: Standard Rezoning 1208 Stanwood Rezoning (P23-26-RZO) – Matt Manley, AICP/Planning Manager

Matt Manley explained that the City of Hendersonville received an application for a Standard Rezoning from Michael Murphy, applicant/owner. The applicant is requesting to rezone the subject property (PIN: 9568-51-8549) located at 1208 Stanwood Ln from R-15, Medium Density Residential Zoning District to R-10, Medium Density Residential Zoning District. The southernmost ¹/₃ of the parcel is divided by Drake St which is an NCDOT street which provides access from Kanuga Rd to a mobile home park neighboring the subject property. The portion of the parcel located south of Drake St is primarily located in the 100-Year Floodplain. The City of Hendersonville Zoning Ordinance states that, during a standard rezoning process, an applicant is prohibited from discussing the specific manner in which they intend to develop or use a site. If rezoned, there will not be a binding site plan, list of uses nor any conditions placed on the site. All permitted uses within the R-10 district would be allowed on the site. The Planning Board voted 5-1 in favor of recommending approval of the rezoning request.

The City Attorney confirmed this public hearing has been advertised in accordance with North Carolina General Statutes. The public hearing was opened at 7:14 p.m.

Michael Redden spoke against the rezoning.

Lynn Williams addressed City Council via Zoom electronic software spoke against the rezoning.

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Ken Fitch addressed City Council via Zoom electronic software but didn't really speak for or against the rezoning but rather pointed out issues that could arise because of it.

Mayor Volk read a digital comment from Diana Justus which spoke against the rezoning.

The petitioner, Michael Murphy, spoke about the main benefit of the rezoning is the setbacks and the narrow lots allow for more housing so the size requirements are the main benefit of this.

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

Council Member Jerry Smith moved that City Council adopt an ordinance_amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PIN: 9568-51-8549) from R-15 (Medium Density Residential) to R-10 (Medium Density Residential) 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 the public hearing, and because:

The Medium Intensity Neighborhood designation calls for Attached and Detached Single-Family Residential uses as Primary Land Uses and Development Guidelines recommend densities at a rate of 2 - 8 units per acre. The R-10 Medium Density Residential Zoning District permits singlefamily and two-family uses at a maximum of 5.5 units per acre.

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

- 1. The proposed residential zoning district is compatible with the character of the surrounding neighborhood and the adjacent land uses.
- 2. The petition provides for a modest increase in density without introducing new uses that would be detrimental to or out of character with the surrounding neighborhood.
- 3. The proposed increase in density would provide a public benefit by allowing for additional housing stock.
- 4. The proposed increase in density helps to offset limitations to development which are constrained by the presence of a 100-Year Floodplain on the subject parcel.

A unanimous vote of the Council followed. Motion carried.

8. UNFINISHED BUSINESS

There was no unfinished business.

9. <u>NEW BUSINESS</u>

A. Pollinator Bed Partnership - Lyndsey Simpson, Mayor Pro Tem

Mayor Pro Tem Lyndsey Simpson first congratulated the Environmental Sustainability Board and to everyone that helped with the Hendo Earth Fest on April 22nd. It turned out really well. Also, the Environmental Sustainability Board is recommending the development of a partnership between the City of Hendersonville and Blue Ridge Community College to expand the number of pollinator plants throughout the city. The gist of the proposal is that we would enter into a contract with the horticultural department at Blue Ridge Community College, we would give them the seeds to grow and we would in turn get half of the plants back to use in whatever landscaping we wanted to use them in and they would keep the other half of the plants to support the program. ESB would like us to adopt this but I told them I needed to bring it in front of you all first and see if you had any questions or comments.

Consensus of Council was to move forward.

10. CITY COUNCIL COMMENTS

Council Member Hensley said that the morning of Hendo Earth Fest we had a joint litter cleanup with Commissioner McCall, County Manager John Mitchell, and Councilman Smith and the grand total was 290 pounds of trash was picked up and this was a very small area. It was awesome to see the participation and it does help to clean up our roadways and I just wanted to say thank you for the participation.

11. <u>CITY MANAGER REPORT</u> – John F. Connet, City Manager

City Manager Connet said I look forward to seeing everyone in the morning at 8:30 for our budget workshop and we'll have breakfast here and it will be the "budget department show" and they've been working hard to do that, so I'll see everyone in the morning.

12. CLOSED SESSION

A. Closed Session – John Connet, City Manager

At 7:25 p.m. Council Member Lyndsey Simpson moved that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (1) (5) and (6) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, to consult with an attorney employed or retrained by the public body in order to preserve the attorney-client privilege between the attorney and the public body and to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease and to consider the qualifications, competence, performance, character, fitness of an individual public officer or employee. A unanimous vote of Council follows. Motion carried.

At 8:10 p.m. Council Member Jerry Smith moved that City Council return to open session. A unanimous vote of the Council followed. Motion carried.

13. ADJOURN

There being no further business, the meeting was adjourned at 8:10 p.m. upon unanimous assent of the Council.

Barbara G. Volk, Mayor

ATTEST:

Jill Murray, City Clerk



MINUTES

May 5, 2023 SPECIAL CALL MEETING OF THE CITY COUNCIL FY23-24 BUDGET WORKSHOP CITY OPERATIONS CENTER | 305 WILLIAMS ST. | 8:30 a.m.

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

Staff Present:City Manager John F. Connet, Assistant City Assistant Manager Pahle, City Clerk Jill Murray,
City Attorney Angela Beeker, Communications Manager Allison Justus, Senior Budget &
Management Analyst Adam Murr, and others

1. CALL TO ORDER

Mayor Volk called the meeting to order at 8:32 a.m. and welcomed those in attendance. A quorum was established with all members in attendance.

2. <u>BUDGET OVERVIEW</u>

City Manager John Connet welcomed everyone and explained to Council that Assistant City Manager Brian Pahle, Budget Manager Adam Murr and Budget & Management Analyst Jenny Floyd would be reviewing the budget with them. Below is a summary of the key takeaways from the meeting.

1. Appropriations summarized below.

FUND	EXP	ENDITURES	REVENUES	FUND BALANCE APPROPRIATION		
General	\$	25,909,589	\$23,295,070	\$	2,614,519	
Water & Sewer	\$	24,265,088	\$23,876,650	\$	388,438	
Environmental Services	\$	1,866,035	\$ 1,804,000	\$	62,035	
Stormwater	\$	1,500,344	\$ 1,234,050	\$	266,294	
Parking	\$	1,168,920	\$ 1,030,500	\$	138,420	
Main Street MSD	\$	757,592	\$ 626,830	\$	130,762	
Health & Welfare	\$	306,025	\$ 306,025	\$	-	
7 th Avenue MSD	\$	181,843	\$ 118,400	\$	63,443	
Water & Sewer CRF	\$	100,000	\$ 100,000	\$	-	
Gov. Special Revenue	\$	50,500	\$ -	\$	50,500	
SUB-TOTAL	\$	56,105,936	\$52,391,525	\$	3,714,411	

2. <u>City-wide trends</u>:

- a. 3.0% COLA
- b. 1.25% Merit based pay differential (1.00% achieves, 2.25% exceeds, 3.50% outstanding)
- c. No increases to health insurance premium budgets due to wellness programing
- d. Local Government Employee Retirement System (LGERS) contributions 12.85% for all employees, except Law Enforcement Officers at 14.10%

3. General Fund

- a. FY23 Tax Rate =\$0.52/\$100
- b. FY24 Tax Rate=\$0.49/\$100
- c. FY24 Revenue Neutral Tax Rate = \$0.4192/\$100

4. Main Street MSD

- a. FY23 Tax Rate =\$0.24/\$100
- b. FY24 Tax Rate=\$0.21/\$100
- c. FY24 Revenue Neutral Tax Rate = \$0.2032/\$100

5. <u>7th Ave MSD</u>

- a. FY23 Tax Rate =\$0.17/\$100
- b. FY24 Tax Rate=\$0.21/\$100
- c. FY24 Revenue Neutral Tax Rate = \$0.1967/\$100

6. <u>W&S Fund</u>

- a. 11.0% increase in water sale revenue generation, creation of a lifeline tier
- b. 12.0% increase in sewer charge revenue generation
- c. Exploration of system development charges (SDCs) to be revisited at mid-year FY24
- d. 130% water rate differential between inside/outside city customers (-5.0%)

7. Parking Fund

a. No recommended fee changes

8. <u>Stormwater Fund</u>

- a. FY24 Stormwater rate = \$6.00 per equivalent residential unit (ERU), and a \$300 cap
- b. +\$1.00 per month compared to FY23's \$5.00/ERU/month fee.
- c. Future analyses will be provided as we transition to project construction phases.

9. Environmental Services Fund

- a. FY24 residential rate = +\$3.00/month, in-line or lower than competitive private waste providers plus additional services.
 - i. 32 gallon customers = 23.00/month
 - ii. 96gallon customers = 25.00/month
 - iii. We also provide leaf and brush collection, and large and misc. item hauling

10. 401K Match

a. Council agreed to a 2% match

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Organization	Requested Amount	Recommended Funding Amount						
Arts/Culture/Education/Recreation								
Arts Council of Henderson County, Inc.	5,000	3,900						
Blue Ridge Literacy Council	7,000	4,700						
Boy's & Girl's Club of Henderson County	20,000	6,860						
Flat Rock Playhouse (Vagabond School)	4,992	800						
Henderson County Education Foundation	8,075	5,065						
Henderson County Education Initiative	1,000	300						
Henderson County NAACP - Medical Training	10,200	5,890						
Hendersonville Community Theatre	26,498	1,400						
Hendersonville Shuffleboard Club	1,200	1,200						
Hendersonville Symphony - Second Series	5,000	800						
Hendersonville Symphony - Youth Education	5,000	700						
Mineral & Lapidary Museum	10,000	900						
Team ECCO	3,500	1,600						
Western North Carolina Air Museum	12,000	400						
Life Qu	ality/Economic Services							
Blue Ridge Community Health Services	10,000	10,000						
Blue Ridge Humane	10,000	5,000						
Children & Family Resource Center	10,000	10,000						
Henderson County Council on Aging	16,860	14,544						
Henderson County Young Leaders (Camplify)	2,500	2,200						
Interfaith Assistance Ministry - Rent Asst.	145,000	17,000						
Medical Loan Closet of Henderson County	3,000	3,000						
Only Hope WNC	10,000	9,700						
Pisgah Legal Services - Domestic Violence	5,000	2,200						
Pisgah Legal Services - Homeless Prevention	5,000	2,200						
Safelight, Inc.	20,000	6,828						
St. Gerard House	6,900	6,900						
The Mediation Center	2,000	1,600						
Thrive	10,000	7,200						
True Ridge	10,000	2,200						
Agribusiness Henderson County (AgHC)	5,000	5,000						
Henderson County Economic Investment Fund	50,000	50,000						
Henderson County Partnership for Econ. Dev.	25,000	25,000						
Henderson County Planning Department	102,709	102,709						
Henderson County Rescue Squad	15,000	15,000						
Interfaith Assistance Ministry	15,000	15,000						
Merchant's and Business Association	2,000	2,000						
Mills River Partnership	80,000	80,000						

3. ADJOURN

There being no further discussion, the meeting was adjourned at 1:23 p.m. upon unanimous assent of the Council.

ATTEST:

Barbara G. Volk, Mayor

Jill Murray, City Clerk



MINUTES

May 24, 2023 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 and Jerry A. Smith Jr., J.D.

Staff Present:City Manager John F. Connet, Assistant City Manager Brian Pahle, City Clerk Jill Murray, City
Attorney Angela Beeker, Communications Manager Allison Justus, Budget Manager Adam
Murr 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 all members in attendance.

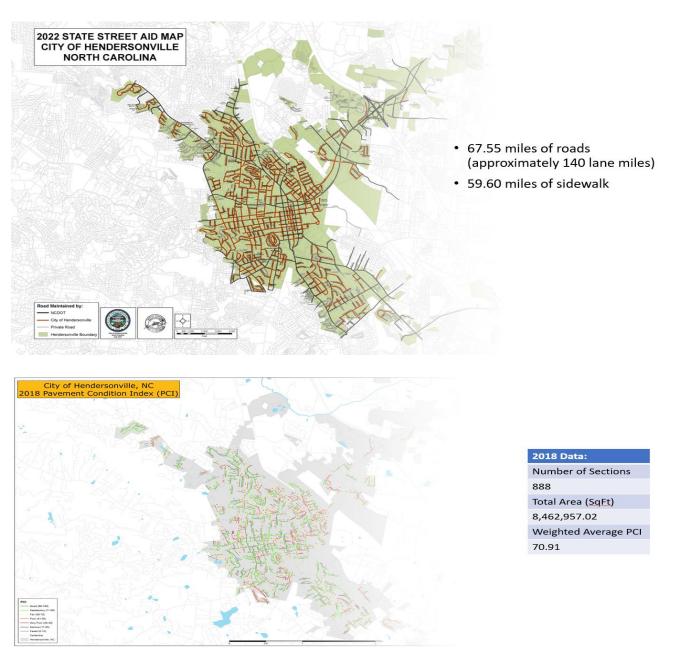
2. CONSIDERATION OF AGENDA

Mayor Volk said the agenda was approved as presented.

3. <u>PRESENTATIONS</u>

A. Street Maintenance Update - Tom Wooten, Public Works Director

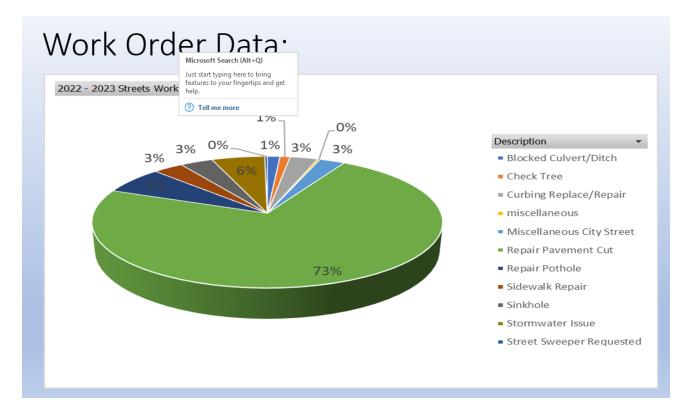
Tom Wooten presented a PowerPoint presentation that reviewed the resurfacing goals for the City.



Resurfacing Goals:

- We are on schedule to repave every street every 21.76 years. Our goal is to repave every street every 20 years.
- We are currently spending about \$600,000 annually on resurfacing (FY 23 - \$467,859 from Powell Bill Fund and \$132,141 from GF. FY 24 - \$460,000 from Powell Bill and \$140,000 from GF.)
- We have \$50,000 in the FY24 budget to complete another Pavement Condition Survey.





Utility Cuts:

- August 2021 we were spending 30% of our time repairing utility cuts.
- Currently, we are spending 47% of our time repairing utility cuts.
- On average, we complete utility cut work orders within ten days.
- We have completed 201 Water and Sewer Utility cuts so far this year. (County Wide)
- We have completed 54 other utility cuts Duke, AT&T, Etc. (Inside the City)

Other Things to Consider:

We complete other work that isn't included in this data such as:

- Emergency Storm Response (Snow and Ice, Flooding, Wind)
- Special Event Water Barricades
- Guard Rail Installation/Repairs
- Bridge Maintenance (Deck and Railing)
- Retaining Wall Maintenance
- Tree Removal
- Service Requests & Complaint Investigations

NCDOT Paving Update

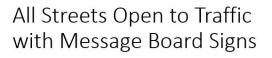
- King Street and North Main Street will be resurfaced to Clear Creek this summer.
- Church Street will be resurfaced next summer.

Council did ask about how much utility cuts cost for Duke & AT&T and also having them pay us back for utility cuts. Tom said he would look into that.

				Costion E Home A
SECOND MONTHLY MEETING	May 24, 2023	VOLUME 26	PAGE	Section 5, Item A.

B. Halloween Traffic Control Options – *Blair Myhand, Police Chief & Tom Wooten, Public Works Director*

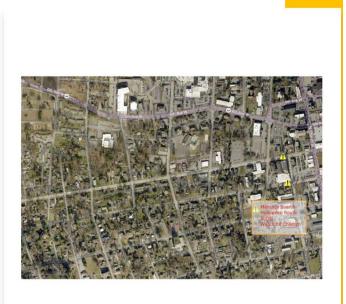
Chief Myhand and Tom Wooten discussed options for the upcoming Halloween holiday. Council consensus was to do the 4th Avenue Closed with Side Streets Open option and use local volunteers.



• Use Message Board Signs to help educate motorists and pedestrians about safety.

• Incorporate media release about pedestrian safety, use of sidewalks rather than walking in the road.

- Least Safe Option for pedestrians.
- Allows access to homes during the event.
- We would need to rent the message board signs.
- Least impact on Public Works and Police Dept.



4th Avenue Closed with Side Streets Open

 $\ensuremath{\cdot}4^{th}$ Avenue would be closed with side streets open to traffic.

•Each intersection along 4th Avenue will need water barriers and road closed signs.

•There will be no access to the homes on 4th Avenue during the event times.

•Four Police Officers stationed at different locations throughout event to help regulate traffic flow and pedestrian traffic.

•This may create parking and traffic flow issues around the event area and may slow EMS/Fire/Police response times.

•A minimum of 150 water barriers would be needed for this option and for Trick or Treat Street Closure which will take about 7.5 hours to fill the water barriers and about 11,250 gallons of water. (We only have 140 water barriers on hand.)

4th Avenue and Side Streets Closed

- 4th Avenue will be closed at each end and the side streets will be closed at 5th Avenue and $3^{\rm rd}$ Avenue.

Each intersection will need road closed signs and water barriers

• Four Police Officers stationed at different locations throughout event area to help with traffic and pedestrian control.

• There will be no access to homes on 4th avenue and side streets during the event.

• This may create parking and traffic flow issues around the event area and may slow EMS/Fire/Police response times.

• A minimum of 165 water barriers would be required for this option and Trick or Treat Street Closure which would take about 8.25 hours to fill the water barriers and 12,375 gallons of water. (We only have 140 water barriers on hand.)



Other Considerations:

- This doesn't address other areas of town with high volumes of Trick or Treaters.
- Downtown Trick or Treat Event is taking place from 4pm 8 pm which uses a large portion of our signs, water barriers, staff time and Police Officers.
- We could incorporate the message board signs with any of the options.

C. Draft Zoning Text Amendment Priority List – *Matthew Manley, AICP/Strategic Projects Manager*

Matt Manley went over the text amendment priority list with Council. Council consensus was to let them digest this for a while and they will give feedback as to how each of them feel about it.

	TO TAMENOVENT PROVINTIS										
			Prelimin	ary Ranking	5			Alignment with Stated Goals			
Topic	<u>Hanley</u>	Robert- son	<u>Brown</u>	<u>Comm.</u> <u>Avg</u>	<u>Staff</u>	<u>Total Average</u>	Description	City Council Core Values	City Council Focus Areas	<u>Comprehensive Plan</u>	Planning Board Thoughts
Housing Strategies - Short Term	1	2	1	13	4	13	"Short Term" refers to less complex/contentious text amendments. Zoning Ord – Front Setbacks -Min. 20 with 25' min for front facing grages Encroachment for front porches; Continue front setback based on ang on block; Increase/Scale ADU size; Reduce/Scale Setbacks for Corner lots (ISON of side setback). Subdivision Ord – Reduce size for Expedited Subs (DONE!). Increase P8 review count to 10 units for Minor Subs	"Must pursue and provide opportunity for responsible growth." "Promotion of diversity, equity and inclusion"	Economic Vitality	Goal PH-2; Goal LU-1	Reduce cost of develoment to attract more local builders.
CHMU	4	1	2	2.3	2	2.3	Require Access Management for Upward Rd (CHMU). Mirror HMU Standards and implement Comp Plan Goals	"Must pursue and provide opportunity for responsible growth" "Values the lives of all community members"	Sound Infrastructure Strong Partnerships	Goal TC-3	Getting developed quickly. Should be high priority.
"Accessory" Outdoor Retail Sales/Display	2	5	10	5.7	6	5.7	Clarify language. Address "principal" outdoor retail sales.	"Open, transparent communication"	Great Public Service	Goal LU-3	Needed for customer service/transparency. Reconsider current exemptions.
Greenway/Park Dedication in Zoning Ord	5	4	6	5.0	10	5.0	Mirror Sub Ord so that not only a Subdivision triggers this provision	"Must pursue and provide opportunity for responsible growth" "Values the lives of all community members" "Environmental sustainability is critical for future generations"	Numerous Amenities Sound Infrastructure	Goal PH-3; Goal TC-1; Goal TC-2; Goal CF-6; Goal CF-7	Touches a lot of the City's goals.Strong support for this.
Tree Board Ideas	10	3	7	6.7	5	6.7	Establish Standards that are predictable and remove C2D review procsss ("Ordinance Steering Committee" recently established by City Council)	"Must pursue and provide opportunity for responsible growth" "Environmental sustainability is critical for future generations"	Numerous Amenities	Goal NR-2; Goal LU-2; Goal TC-5	Committee formed to study this. Would new rules apply across the city? Planning Board would make recommendation as part of adoption process.
Food Trucks	12	9	3	8.0	1	8.0	Make sure Standards compliment requirements of other enforcement agencies: Water-Sewer, Health Dept, Fire Dept Make permits location based rather than food truck based	"Services delivered at a high level"	Great Public Service	N/A	Lengthy discussion. Supportive of revising. Would have ranked higher having known the extent of issues.
Housing Strategies - Long Term	3	11	5	6.3	7	6.3	Long Term" refers to more complex/ potentially contentious text amendments. Make Small-Scale Multi-Family uses with Design Standards a "by right" permitted use in certain districts, PRD Overhau/Elimination, Rezoning of Low Density Res Zoning Districts or Change Standards to allow for smaller lots/more density, Eliminate larger Min. Lot Size requirement for duplexes, Solutions for Manufacturing Housing, Density/Height Bonus Incentives for Affordable Housing.	"Must pursue and provide opportunity for responsible growth" "Promotion of diversity, equity and inclusion"	Economic Vitality Strong Partnerships	Goal PH-2; Goal LU-1	Need to improve design standards to prevent "vanilla" projects. How will traffic be addressed alongside increased density? Codify definitions of "affordable housing"
Chapter 7 Overhaul	7	7	12	8.7	3	8.7	Modifications of timelines and review triggers and alignment of "Site Plan" language with City Code	"Open, transparent communication"	Great Public Service	N/A	Seems simple and helpful for staff. Non- controversial.
Code Audit	9	12	4	8.3	8	8.3	See "Potential Updates to Zoning Code" and "Proposed ZTA for Code Audit" docs under "Code Audit" folder	"Must pursue and provide opportunity for responsible growth"	Great Public Service	Goal LU-1	No Comments
Update Fee Schedule	6	6	13	8.3	11	8.3	Study Peer Communities. Understand cost of staff time per application type	"Values employees and high-quality services"	Great Public Service Financial Sustainability	N/A	No Comments
Double Frontage Lots	8	8	11	9.0	13	9.0	Establish definition and address how they are treated	"Must pursue and provide opportunity for responsible growth"	Sound Infrastructure	Goal LU-1	No Comments
Front Yard Fencing Restrictions	11	10	8	9.7	14	9.7	Establish fencing standards	"Must pursue and provide opportunity for responsible growth"	Economic Vitality	Goal PH-1	No Comments
Bufferyards	14	14	9	12.3	12	12.3	Provide diagrams showing spacing requirements of plantings and placement of fences. Require buffer between large-scale multi-family and single family Res.	"Must pursue and provide opportunity for responsible growth"	Economic Vitality	Goal PH-1, Goal NR-2, Goal LU-3	No Comments
Camping, Camps, and Campgrounds	13	13	14	13.3	9	13.3	Clarify definitions and clarify that no "camping" can not exceed certain time period?	'Values the lives of all community members'	Great Public Service	Goal PH-1	Could be controversial in regards to impact on the "unhoused". How do you distinguish between accessory/temporary use in the proviate backyard and long-term use or commercial use?
Other Recurring Topics			Not Discuss	ed at Comm	ittee		Update Sign Ordinance for Clarity, Standards for EV Charging Stations, Exemptions for Solar Panels in Parking Lots, add 'Event Center' as a permitted use	"Values the lives of all community members " "Environmental sustainability is critical for future generations"	Economic Vitality	Goal NR-3	Study ordinances from other larger cities for emerging trends.

Background

- + Over last 2 years, staff has identified varying levels of issues and needs within our land use ordinances
- + Comp Plan + Zoning Ordinance Re-write Status
- + Legislative Committee heard an overview of each of the identified areas and prioritized them
- + Staff Ranking = Complexity/Simplicity + Controversy/Non-Controversy + Organization Efficiency/Customer Service

+ Planning Board Comments

1) Housing Strategies – Short Term

"Short/Term" refers to less complex/contentious text amendments.

Zoning Ord -

- + Front Setbacks
 - + Min. 20' with 25' min for front facing garages
 - + Encroachment for front porches;
 - + Continue front setback based on avg on block
- + Increase/Scale ADU size
- + Reduce/Scale Setbacks for Corner lots (150% of side setback).

Subdivision Ord -

- + Reduce size for Expedited Subs (DONE!).
- + Increase PB review count to 10 units for Minor Subs

2) Revise CHMU

- 🕂 Réquire Access Management for Upward
 - + Mirror HMU Standards
 - + Implement Comprehensive Plan recommendations
 - + Work in tandem to with Transportation Consultant for any tweaking of the language that is needed

Staff Ranking: #4

2 Core Values

1 Focus Area 2 Comp Plan Goals

Aligns with:

Staff Ranking: #2

Aligns with:

- 2 Core Values
- 2 Focus Area
 1 Comp Plan
- Goals

MAY 24, 2023 VOLUME 26 PAGE 3) Accessory Outdoor Storage + Eliminate Confusion Staff Ranking: #6 + Create standards that apply to Aligns with: Outdoor Retail that is a "Principal" use 1 Core Value 1 Focus Area 1 Comp Plan Goal + Clarify Parking & Landscaping Standards 4) Greenway/Parkland Dedication + Add Greenway / Parkland Dedication to Staff Ranking: #10 Zoning Code Aligns with: 3 Core Values + Compliment/Mirror requirements in the 2 Focus Areas Subdivision Ordinance so that Commercial 5 Comp Plan Goals and Multi-Family Developments provide links in our Parks & Greenways Network 5) Tree Ordinance + A/Committee has been appointed to study this topic + Site Plan Requirements Staff Ranking: #5 + Street Tree Requirements Aligns with: 2 Core Values + Open Space Trees 1 Focus Area 3 Comp Plan Goals + Buffer Yard Trees + Tree Preservation & Construction Protection + Parking Lot Trees + Stream Buffer & Steep Slope Plantings 6) Food Trucks

🕂 Make sure Standards compliment réquirements of other enforcement agencies:

- + Water-Sewer
- + Health Dept
- + Fire Dept

+ Make permits location based rather than food truck based



Housing Strategies – Long Term

- H "Long Term" refers to more complex/ potentially contentious text amendments.
- 4 Make Small-Scale Multi-Family uses with Design Standards a "by right" permitted use in certain districts
- + Overhaul/Eliminate PRD,
- + Rezone Low Density Res Zoning Districts or Change Standards of existing districts to allow for smaller lots/more density,
- + Eliminate larger minimum lot Size requirement for duplexes,
- + Provide solutions for Manufactured Housing,
- + Provide Density/Height Bonus Incentives for Affordable Housing.

8) Chapter 7 Overhaul

- + Align all timelines, public notice
- requirements and review triggers within the bounds of General Statute
- + Align "Site Plan" language with City Code (Chapter 40)

9) Code Audit

+ Covers a range of corrections, clarifications, and improvements to the code that will improve staff and public's use of the Zoning

Code while not making substantial policy alterations

+ Examples:

- + Clean up Table of Uses
- + Add Definitions
- + Use Bulleting format instead of long paragraphs containing multiple standards.
- + Correct references

10) Fee Schedule

- Y Study Peer Communities
- + Understand cost of staff time per application type

Staff Ranking: #11

Aligns with:

- 1 Core Value
- 2 Focus Areas
- 0 Comp Plan Goals

Aligns with:

PAGE

- 2 Core Values 2 Focus Area
- 2 Comp Plan Goals

Staff Ranking: #3

Aligns with:

- 1 Core Value 1 Focus Area
- 0 Comp Plan Goals

Staff Ranking: #8

1 Focus Area

1 Comp Plan Goal

Aligns with: 1 Core Value



- + EV Charging Stations
 - + Require for certain projects
 - + Create standards
- + Solar Panels in Parking Lots
 - + Establish exemptions/standards

Staff Ranking: N/A

- Alians with: 2 Core Values
- 1 Focus Area
- 1 Comp Plan Goal

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Next Steps

Get Feedback from Planning Board

→ Present to City Council at Workshop

→ Receive Direction from City Council

→ Initiate ZTAs as time permits

→ May not follow exact order of ranking

4. <u>ADJOURN</u>

There being no further business, the meeting was adjourned at 5:16 p.m. upon unanimous assent of the Council.

ATTEST:

Barbara G. Volk, Mayor

Jill Murray, City Clerk

Resolution #_

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE AND STANDARDIZATION 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. If we utilized other products with lesser alkalinity levels and lesser quality composition, this could clog our feed system and cause numerous maintenance issues. Thus, it is vital that we utilize this product as standardization is important; and,

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that city staff is authorized to purchase Bicarbonate from Univar for FY23/24 within budgeted funds available.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of June, 2023.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



SUBMITTER:	Ricky Levi, Logan Hickey	MEETING DATE:	06/01/2023
AGENDA SECTION:	Consent Agenda	DEPARTMENT:	Administration
TITLE OF ITEM:	Sole Source Purchase of Bicarbon	ate- Ricky Levi	

SUGGESTED MOTION(S):

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

SUMMARY:

The City of Hendersonville Water Treatment Plant utilizes Bicarbonate. Bicarbonate is required by the state for providing required alkalinity level. Bicarbonate is a proprietary blend called Alkalinity First and is only available from one source of supply in this area as they are the only authorized area distributor. This is a granular technical grade Bicarbonate, which ensures consistent levels of alkalinity that other products cannot offer. If we utilized other products with lesser alkalinity levels and lesser quality composition, this could clog our feed system and cause numerous maintenance issues. Thus, it is vital that we utilize this product as standardization is important. NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. The governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract. Staff are requesting to continue to utilize Univar on Bicarbonate City-wide by asking that Council approve this sole source and standardization request.

BUDGET IMPACT: \$210,000.00

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

ATTACHMENTS: Resolution



SUBMITTER:	Ricky Levi, Logan Hickey	MEETING DATE:	06/01/2023
AGENDA SECTION:	Consent Agenda	DEPARTMENT:	Administration
TITLE OF ITEM:	Sole Source Purchase of Coagular	nt- <i>Ricky Levi</i>	

SUGGESTED MOTION(S):

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

SUMMARY:

The City of Hendersonville Water Treatment Plant utilizes Coagulant. Coagulant is required by the state for coagulation, flocculation, and sedimentation. Coagulant is a proprietary blend only available from one source of supply. While there are other alternative non-coagulant products, none have this particular blend which required for the efficient operations of our facility. NCDEQ would require us to do further studies and get their approval to change from one blend to another. Another challenge with changing blends is that it could cause problems with our lead copper numbers as well as our water quality parameter numbers. Thus, standardization of this blend is required. NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. The governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract. Staff are requesting to continue to utilize CedarChem on Coagulant City-wide by asking that Council approve this sole source and standardization request.

BUDGET IMPACT: \$100,000.00

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

ATTACHMENTS: Resolution

43

Resolution #_

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

WHEREAS, the City'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. NCDEQ would require us to do further studies and get their approval to change from one blend to another. Another challenge with changing blends is that it could cause problems with our lead copper numbers as well as our water quality parameter numbers. Thus, standardization of this blend is required; and,

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that city staff is authorized to purchase Coagulant from CedarChem for FY23/24 within budgeted funds available.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of June, 2023.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



SUBMITTER:	Ricky Levi, Logan Hickey	MEETING DATE:	06/01/2023
AGENDA SECTION:	Consent Agenda	DEPARTMENT:	Administration
TITLE OF ITEM:	Sole Source and Standardization I	Purchase of Ortho Phos	sphate- Ricky Levi

SUGGESTED MOTION(S):

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

SUMMARY:

The City of Hendersonville Water Treatment Plant utilizes Ortho Phosphate. Ortho Phosphate is required by the state for corrosion control. Ortho Phosphate is a proprietary blend called 70/30 Ortho Poly with a total PO4 value of 36 percent. This blend is only available from one source of supply. While there are alternative products in the market, no other vendors offer this particular blend. We have used this blend for roughly 15-20 years and utilizing a different blend would create a need to for an entirely new corrosion study with the state and the changeover would take 3-6 months to replace within the distribution system. This would significant budgetary overages, would cause regulatory issues with the state, and would cause issues with corrosion control (ie. Lead and copper). Thus, standardization of this sole source blend is required. NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. The governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract. Staff are requesting to continue to utilize Worx on Ortho Phosphate City-wide by asking that Council approve this sole source, standardization request.

BUDGET IMPACT: \$65,000.00

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

ATTACHMENTS: Resolution

Resolution #_

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE AND STANDARDIZATION 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, This Ortho Phosphate blend is only available from one source of supply and needs to be standardized for use at the City. While there are alternative products in the market, no other vendors offer this particular blend; and,

WHEREAS, the City has used this blend for roughly 15-20 years and utilizing a different blend would create a need to for an entirely new corrosion study with the state and the changeover would take 3-6 months to replace within the distribution system. This would significant budgetary overages, would cause regulatory issues with the state, and would cause issues with corrosion control (ie. Lead and copper); and,

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

WHEREAS, staff are requesting to continue to utilize Worx on Ortho Phosphate City-wide by asking that Council approve this sole source and standardization request; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that city staff is authorized to purchase Ortho Phosphate from Worx for FY23/24 within budgeted funds available.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of June, 2023.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



SUBMITTER:Tyler MorrowMEETING DATE: June 1st 2023AGENDA SECTION:CONSENTDEPARTMENT:Community
DevelopmentTITLE OF ITEM:Street Closure: Resolution of Intent- Unnamed 20' alley (between City Hall and
N. Edwards Street) (C23-44-SCL) – Tyler Morrow, Planner II

SUGGESTED MOTION(S):

I move that City Council accept the Resolution of Intent to close an unnamed 20' alley (between City Hall and N. Edwards Street) between PIN 9568-88-0780 and PINs 9568-88-0650 and 9568-88-0670 petitioned by John Connet of the City of Hendersonville and set the public hearing for July 6th, 2023.

SUMMARY: File # C23-44-SCL

The City has received an application from John Connet of the City of Hendersonville to close an unnamed 20' alley (between City Hall and N. Edwards Street) between PIN 9568-88-0780 and PINs 9568-88-0650 and 9568-88-0670. Being a portion of a 20' Alley adjacent to the southernmost line of that parcel identified as Parcel B1 on that plat recorded in Plat Book 2023 at page 14832 of the Henderson County registry. A plat showing the 20' alley to be closed is included in your packet.

General Statue 160A-299 outline procedures and provides the City with authority for permanently closing streets and alleys. Whenever there is a proposal to permanently close any street or public alley, the City Council shall first adopt a resolution declaring its intent to close the street or alley and shall set a date for a public hearing. At this public hearing, any person may be heard on the question of whether the closing would be detrimental to the public interest or the property rights of any individual.

PROJECT/PETITIONER NUMBER:	UMBER: • C23-44-SCL			
PETITIONER NAME:	• City of Hendersonville- Owner of PIN: 9568-88-0780			
ATTACHMENTS:	 Resolution of Intent Plat showing the area to be closed GIS Map Application Legal Description City of Hendersonville Deed 			

The public hearing shall be set for July 6th, 2023.

Resolution #__-

RESOLUTION OF INTENT TO CLOSE AN UNNAMED 20' ALLEY (BETWEEN CITY HALL AND N. EDWARDS STREET)

WHEREAS, NC General Statute (G.S.) 160A-299 authorizes the City Council to close public streets and alleys; and

WHEREAS, John Connet of the City of Hendersonville has petitioned the City of Hendersonville City Council to close an unnamed 20' alley (between City Hall and N. Edwards Street), located between PIN 9568-88-0780 and PINs 9568-88-0650 and 9568-88-0670; and

WHEREAS, NC General Statute 160A-299 requires that City Council conduct a public hearing for the purpose of giving consideration to the petition; and

WHEREAS, At the public hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual; and

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

 City Council herewith calls a public hearing to be held at 5:45 p.m. (or as soon thereafter as it may be heard) on the 6th day of July 2023, in the Assembly Room of the City Operations Center to consider closing an unnamed 20' alley (between City Hall and N. Edwards Street) located between PIN 9568-88-0780 and PINs 9568-88-0650 and 9568-88-0670. Persons shall be allowed to attend and comment in person or via Zoom at the following address:

https://zoom.us/join

Dial-in by phone: (646) 558-8656 Meeting ID: 822 0104 2528 Passcode: 1847

Digital public hearing comments may be submitted prior to the public hearing on the City's webpage at <u>www.hendersonvillenc.gov/public-comment</u> or directly to the City Clerk, Jill Murray, <u>jmurray@hvlnc.gov</u>, 160 6th Avenue East, Hendersonville, NC 28792.

2. The legal description for the unnamed 20' alley proposed for closing is as follows:

Lying and being in the City of Hendersonville, Henderson County, North Carolina, and consisting of the following:

Being a portion of a 20' Alley adjacent to the southernmost line of that parcel identified as Parcel B1 on that plat recorded in Plat Book 2023 at page 14832 of the Henderson County registry;

And being that real property having the following metes and bounds description:

BEGINNING at a point being the northwestern most corner of that parcel shown as Parcel C on that plat recorded in Plat Book 2023 at Page 14832 of the Henderson County registry ("Parcel C"), said beginning point being located N 44° 25' 51" E a grid distance of 894.30' and N 08° 37' 31" W 100.39' and S 81° 42' 21" W 132.35' from that NCGS monument bearing the title "POST OFFICE", having N.C. GRID NAD83 (2011) coordinates of: N:587,993.41', E: 967,676.31' (by static GNSS observation), and proceeding from said beginning point the following courses and distances: S 81° 42' 22" W a distance of 50.45' to a point, said point being in the easternmost margin of Edward Street and being also the northwestern most corner of the Michaelian Home, Inc. property described in Deed Book 1110 at page 193, Henderson County registry, and thence proceeding along with the eastern margin of Edwards Street N 08° 18' 31" W a distance of 20' to the southwestern most corner of that parcel identified as Parcel B1 on that plat recorded in Plat Book 2023 at page 14832 of the Henderson County registry ("Parcel B1"), thence proceeding with the southernmost boundary of Parcel B1 N 81° 42' 21" E a distance of 50.64' to the southeasternmost corner of Parcel B1, thence leaving the boundary of Parcel B1 and proceeding S 07° 45' 55" E a distance of 20' to the point and place of beginning.

- 3. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks.
- 4. The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of the Resolution of Intent.
- 5. The City Clerk is further directed to cause adequate notices of the Resolution of Intent and the scheduled public hearing to be prominently posted in at least two along the unnamed 20' alley proposed for closure as required by G.S. 160A-299.
- 6. The City Council herewith declares its intent to close the street as described above.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of June 2023.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



* THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT TITLE.

* THIS PROPERTY MAY BE SUBJECT TO OTHER RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS AND RESTRICTIONS, WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED, NOT SHOWN HEREON.

* THE CERTIFICATION SHOWN HEREON IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM FROM ENCUMBRANCES.

* SUBJECT PROPERTIES ARE ZONED C-1 - CENTRAL BUSINESS PARCEL C, PARCEL IDENTIFICATION NUMBER 9568881652, IS ALSO ZONED MAIN STREET HISTORIC

C-1 - CENTRAL BUSINESS: FRONT SETBACK: NONE, SIDE SETBACK: NONE, REAR SETBACK: NONE

FOR FURTHER ZONING INFORMATION, CONTACT CITY OF HENDERSONVILLE PLANNING DEPARTMENT

* THIS PROPERTY LIES IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP 3700956800J, EFFECTIVE DATE OCTOBER 2, 2008.

* ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. ALL COORDINATES ARE N.C. GRID NAD83 (2011) COORDINATES.

* ALL BOUNDARY MONUMENTS ARE FLUSH WITH ADJACENT GRADE UNLESS OTHERWISE NOTED.

* ALL UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND EVIDENCE AND SHOULD BE CONSIDERED APPROXIMATE. CALL 811 BEFORE DIGGING.

* THERE IS A POSSIBLE 2,763± SQ. FT. DEED GAP BETWEEN THE "WHAT YOU SEE, LLC" PARCEL DESCRIBED IN D.B. 1365, P. 724 AND THE "CITY OF HENDERSONVILLE" PARCEL DESCRIBED IN D.B. 174, P. 174.

* PARCEL (B) IS SHOWN AS TWO TRACTS, (B1) AND (B2). THE INTENT OF THIS PLAT IS TO SHOW THE PROPOSED RECOMBINATION OF (B2) TOGETHER WITH PARCEL (A) TO FORM NEW TRACT I, HAVING A TOTAL AREA OF 23,524± SQ.FT. OR 0.54± ACRE. (B1) WILL FORM A PROPOSED NEW TRACT OF LAND SHOWN HEREON AS TRACT II, WHICH WILL HAVE AN AREA OF 2,227± SQ. FT. OR 0.051± ACRE.

* ALLEYS SHOWN HEREON AS "(TBC) - TO BE CLOSED" ARE PLANNED TO BE CLOSED AND SHALL INCLUDE THE RESERVATION OF EASEMENTS FOR EXISTING UTILITIES WITHIN THOSE SPECIFIED ALLEYWAYS.

		·		
PARCEL	PIN	OWNER	REFERENCE	AREA
A	9568881739	CITY OF HENDERSONVILLE	D.B. 213, P. 202	20,269± SQ. FT. OR 0.465± ACR
Β	956 888 0780	CITY OF HENDERSONVILLE	D.B. 399, P. 565	5,482± SQ. FT.± OR 0.126±ACRE
C	9568881652	CITY OF HENDERSONVILLE	D.B. 174, P. 174	13,304± SQ. FT. OR 0.305± ACRI

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

I, Matt Champion, Review Officer of Henderson County, certify that the plat to which this certification is affixed meets all statutory requirements for recording.

Matt Champion	05/09/2023
Segrad on 7023.0509 10.35:46 (8:04)	
Review Officer	Date

I, Robert J. Earley, certify that this plat was drawn under my supervision from an actual survey made under my supervision (using deed descriptions recorded in deed books and pages as noted); that the boundaries not surveyed are clearly indicated as drawn from information found in deed books and pages as noted; that the ratio of precision or positional accuracy as calculated is 1:10,000; and that this map meets the requirements of The Standard of Practice for Land Surveying in North Carolina (21 NCAC 56.1600), and that the survey was completed on May 3rd, 2023, and that this map was prepared in accordance with G.S. 47-30 as amended and is of the following category as described in G.S.47-30(f)(11)

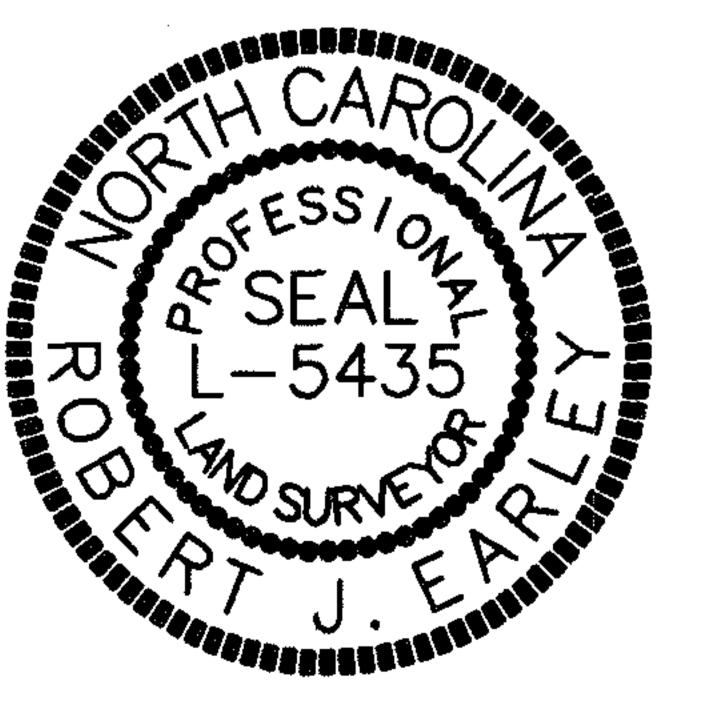
(d) That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision;

Furthermore, State Plane Coordinates for this survey were obtained by Global Navigation Satellite System (GNSS) Survey, and the following information was used to perform the GNSS survey:

Horizontal positional accuracy: 0.01m Vertical positional accuracy: 0.02m Type of GNSS field procedure: static (post-processed using Topcon Tools Software and verified using OPUS-RS) Date of GNSS Survey: April 3rd, 2023 Datum: horizontal = NAD83 (2011) Geoid model: GEOID18 Localization point: N: 588,969.24', E: 968,076.12' Combined scale factor: 0.99977553 Units: U.S. Survey Feet Witness my original signature, license number, and seal

05/09/2023 this date:

Robert J. Earley Spred on 2023/06/09/10/26/09-9/00 Robert J. Earley, PLS N.C. Professional Land Surveyor L-5435



DocVerify ID: E3D6C9C5-6CC2-4347-8C71-1B675299224E

19.9'-BUILDING CORNER DESCRIBED TIE FROM BUILDING CORNER DESCRIBED IN D.B. 1365, P. 724 TO FOUND DRILL HOLE = N 81°45'10" E

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BOUNDARY CORNER IS

S 81°46'42" W A DISTANCE

OF 0.22' FROM THE

NORTHWEST BUILDING CORNER

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PIN: 9568

TRACT

2,227± SQ. FT.

R 0.051± ACRE

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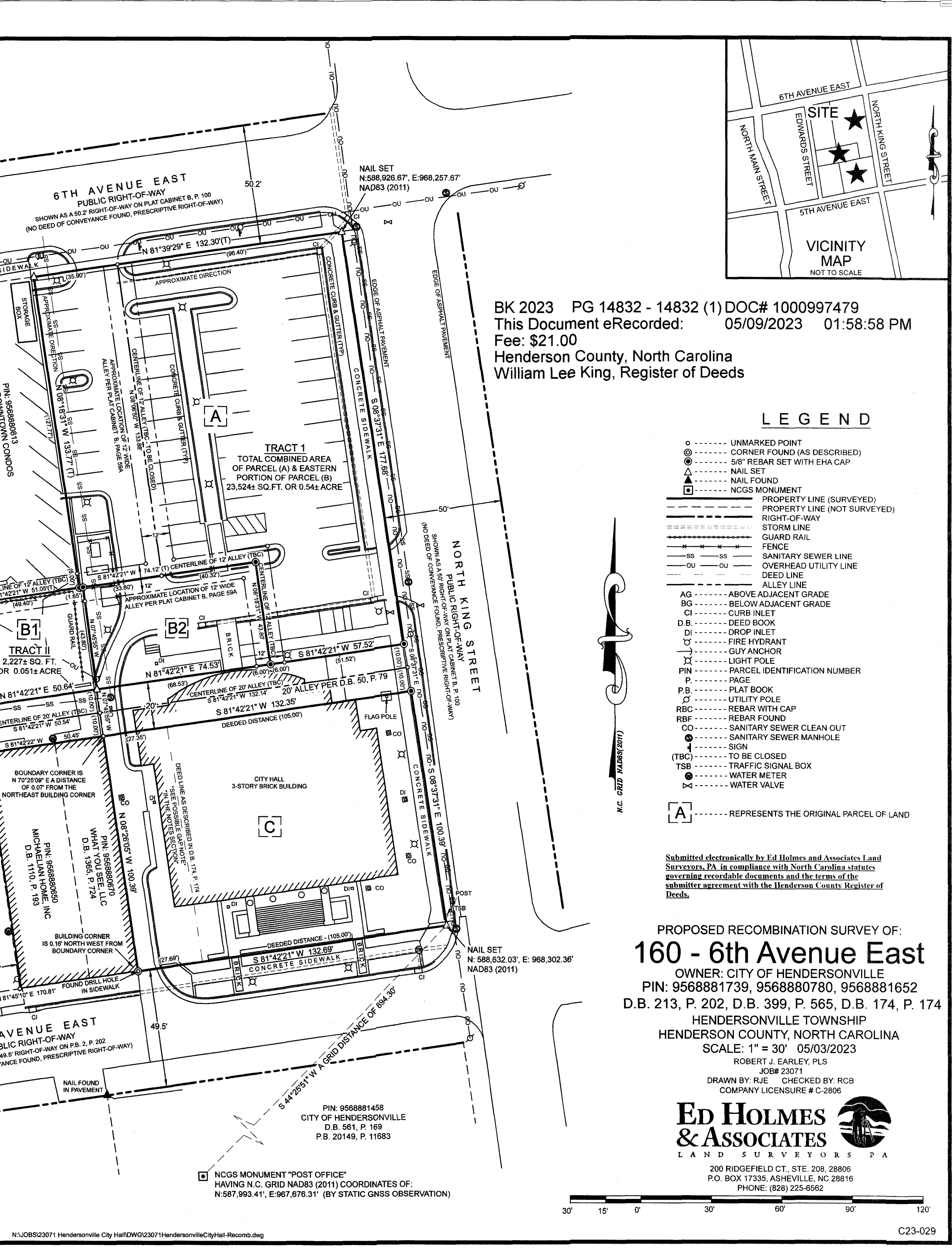
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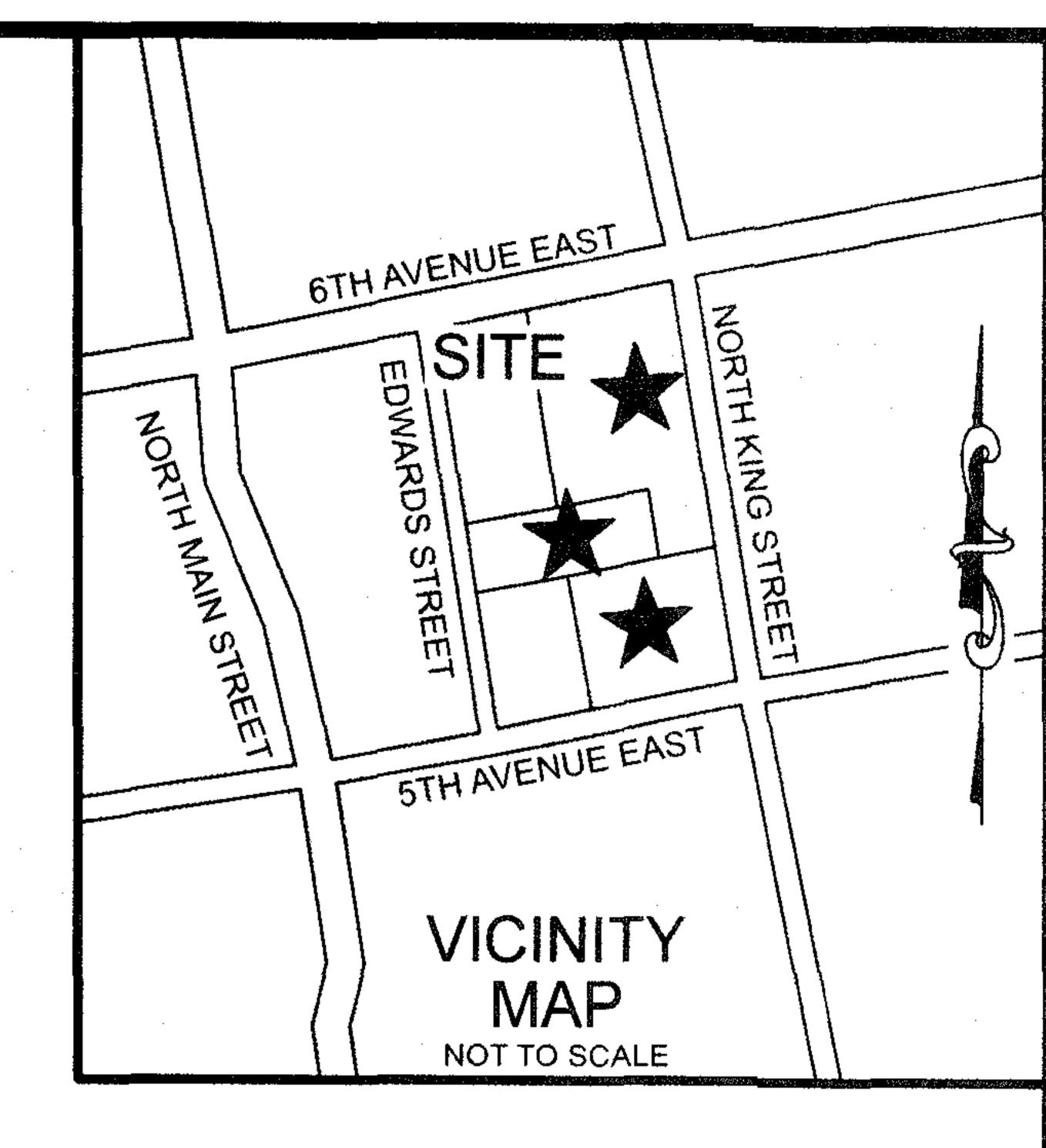
BUILDING CORNER

BOUNDARY CORNER

IN PAVEME

5TH AVENUE EAST 49.5' RIGHT-OF-WAY ON P.B. Z. SHOWN AS A 49.5' RIGHT-OF-WARD OF CONVEYANCE FOUND, PRESCRIPTIVE NAIL FOUND







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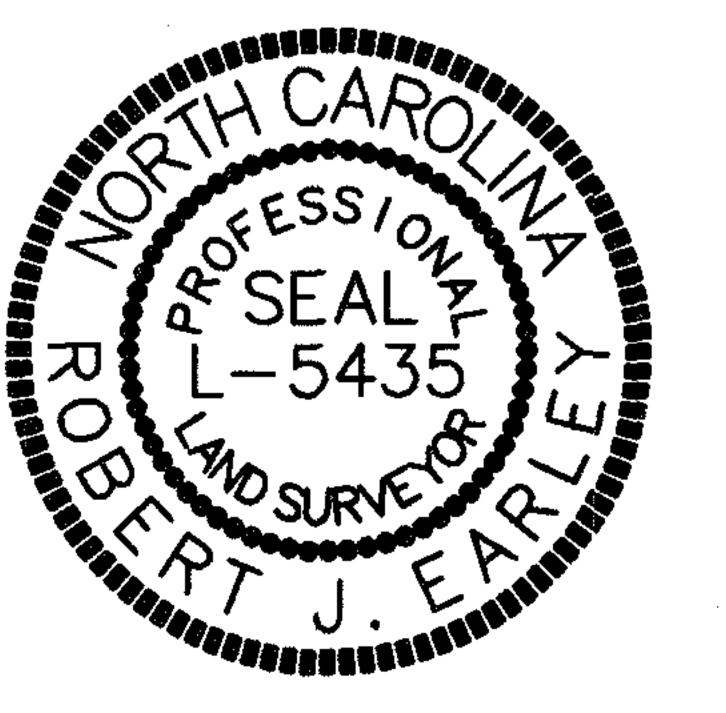
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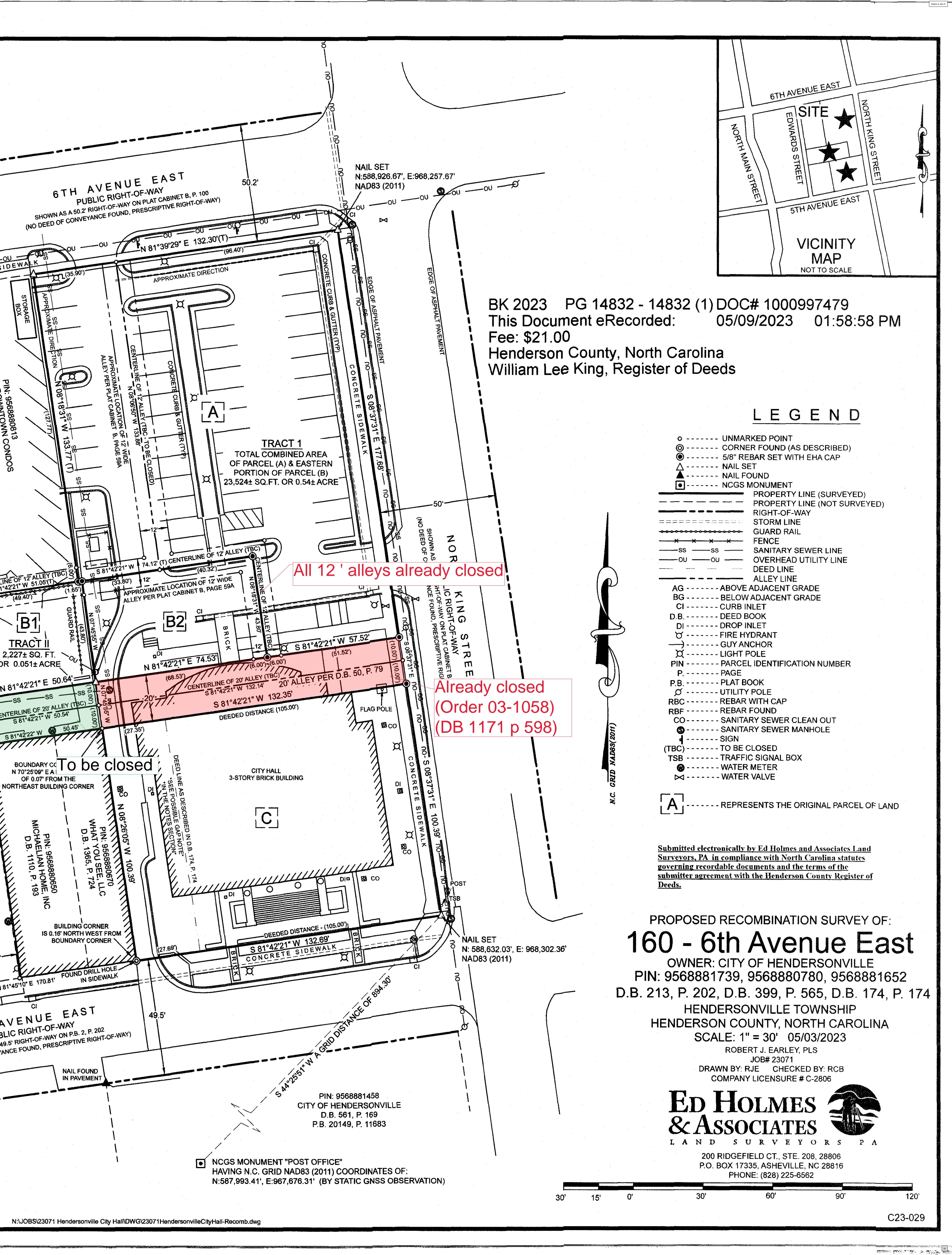
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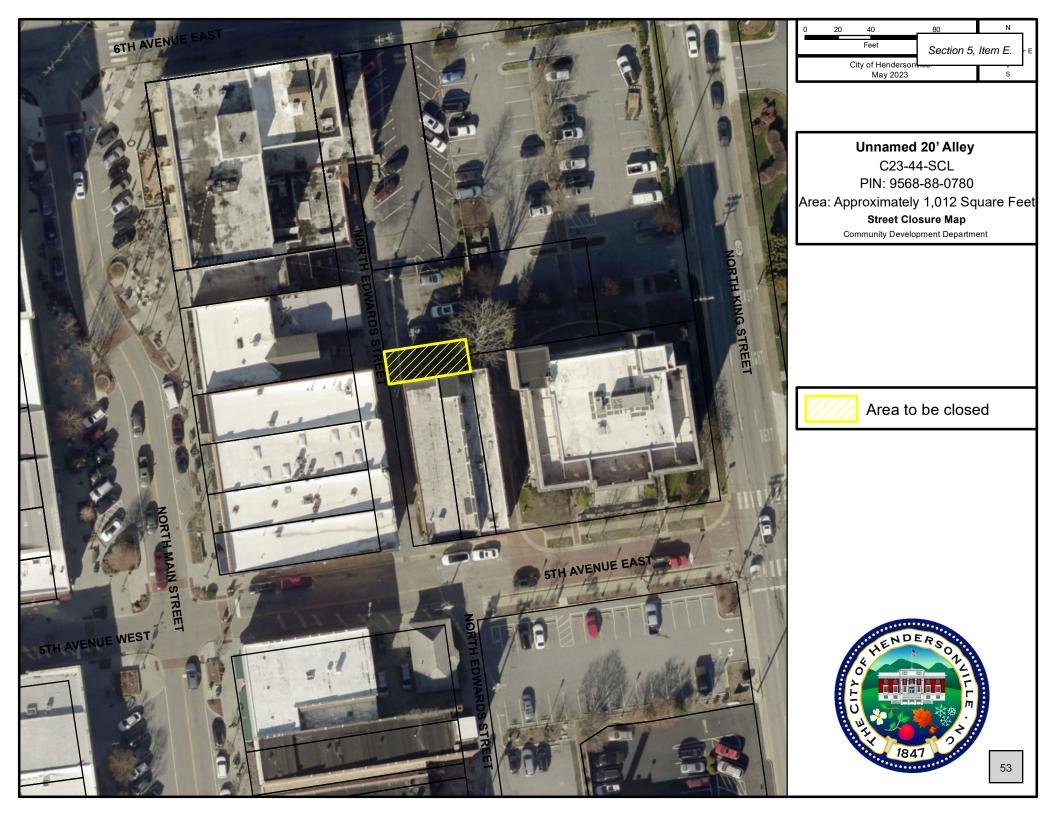
BOUNDARY CORNER

NAIL FOUND

IN PAVEME

NORTHEAST BUILDING CORNER







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 to Permanently Close a Street/Alley

The following are the <u>required</u> submittals for a complete application to permanently close a street/alley. 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.

- XXXX
- 1. Completed Application Form
- 2. Appropriate Fee
- 3. A copy of the deed indicating ownership of the property.
- 4. A Survey Plat of the property prepared by a <u>registered</u> surveyor licensed to practice in the state of North Carolina.
- 5. A typed boundary description of the area to be closed, in digital format if possible.

A. Property Information

PIN(s): 9568880780, 9568881652, 95688806		
Name of Alley/Street: Unnamed 20' Alley (between Ci	ty Hall and E	dwards St)
Are you proposing to close a street or alley?	□Street	Alley
Are you closing all or a portion of the street/ alley?	Portion	An
B. Property Owner Contact Information		

John Connet

* Printed Applicant Name

Date

City of Hendersonville

Printed Company Name (if applicable)

Office Use: Date Received: ___

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Corporation	□ Limited Liability Company	🗆 Trust	□ Partnership
Other: Property Owner Sign	Horne	-	
City Manage			
Property Owner Title			
160 6th Ave	E		
Address of Property	Owner		
Hendersonvil	le, NC 28792		
City, State, and Zip C 828-697-300			
Telephone			
Email		-15	
C. Additional Prop	erty Owner Contact Informatio	on (if needed)	
* Printed Applicant N	lame	Date	
Printed Company Na	me (if applicable)		
□ Corporation	□ Limited Liability Company	🗆 Trust	□ Partnership
□ Other:			
Property Owner Sign	ature		
Property Owner Title	(if applicable)		
Address of Property (Dwner		

والمراجع والمراجع والمستشيس فالمحاص والمراجع والمسا

STATE OF NORTH CAROLINA HENDERSON COUNTY day of December 14th THIS INDENTURE, Made this , in the year of our Lord one thousand nine hundred and twentysix between J.M. Stepp, Widower, , of the County of Henderson and and North Carolina , of the first part, and City of Hendersonville, a Municipal State of _C0**⊉**poration , of the County of and Henderson North Carolina, of the second part, WITNESSETH: State of

WITNESSETH, That the said part \mathbf{y} of the first part, for and in consideration of the sum of Ten dollars and other valuable considerations // \mathbf{y} , \mathbf{y}

Beginning at a stake at the intersection of the North margin of Fifth Avenue East with the West margin of King Street, and runs thence with the North margin of Fifth Avenue East, in a Western direction 105 feet to the South East former of a lot conveyed by the party of the first part to Chester R. Glenn; thence a Northern direction with Elenn's line and parallel with North main Street, 100 feet to a stake in the South margin of a 20 foot alley; thence with thesouth margin of said alley, an Eastern direction and parallel with Fifth Avenue East 105 feet to a stake in the West margin of King Street; thence with the West margin of King Street, in a Southern direction 100 feet to the beginning, together with the right to the use of an alley way extending along the North side of said lot 20 feet in width as fully described and set forth in deed to T.L. Durham from the said J.M. Stepp, dated October 31, 1924, and recorded in Book #132, at page #62, of the Records of Deeds for Henderson County.

** Except taxes, city and county, for the year 1926, which the party of the second part assumes and agrees to pay as part of the consideration for this conveyance.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereto in anywise appertaining, unto the said part **Y** of the second part. its successors and assigns forever And the said J.M. Stepp part **Y** of the first part, do **es** covenant with the said part **Y** of the second part, heirs...

FIRST, That the is the owner and lawfully seized of said premises. SECOND, that he except as hereinafter stated. has a good right to convey the same. THIRD, that the same are free from all encumbrances whatever/ And, FOURTH, that the part **y** of the second part, **its SUCCESSOFS** and assigns, shall quietly enjoy and possess the same, and that he will warrant and defend the title to the same against all lawful claims. •• IN TESTIMONY WHEREOF, the said part **y** of the first part has hereunto set **his** hand and seal , the day and year first written above.

Signed, sealed, and delivered in the presence of

J.M.Stepp.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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174

THE STATE OF NORTH CAROLINA

I, I, I is and for the above

County and State, do hereby certify that

and , his wife, personally appeared before me this day and acknowledged the due execution by them of the annexed deed; and the said

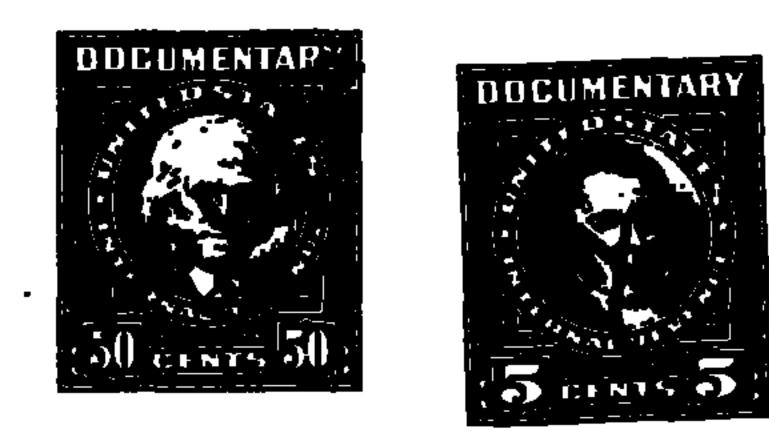
being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without fear or compulsion of her said husband or any other person, and that she doth still voluntarily assent thereto. Let the same, with this certificate, be registered. Witness my hand and seal, this day of , A. D. 192 Clerk Superior Court. THE STATE OF NORTH CAROLINA Henderson SS COUNTY Lula Kate Stepp -,-Justice of the Peace (Notary Public) in and for the above J.M. Stepp, widower County and State, do hereby certify that , his wife, personally appeared before me this day and acknowledged and the due execution by them of the annexed deed of conveyance; znzi the said

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tionxofxthe sandel checked and a share line source of a sand a second state of the second second second second s her and name and a far person xand ban she and xan and a service assent thereto. 14th day of December notarial , A. D. 192⁶ Witness my hand and seal, this Lula Kate Stepp (SEAL) Horang Verpere Justice by the I dake. My commission expires Nov. 14th 1927. (SEAL) THE STATE OF NORTH CAROLINA Henderson COUNTY The foregoing certificate of Lula Kate Stepp , a Justice of the Peace (Notary Public) North Carolina. Hender son County and State of , is adjudged to be correct, of deed in due form, and according to law. Therefore, let the foregoing , with these certificates, be registered. 6th January , 192⁷ day of This, the Natalie Jones, Deputy. Clerk Superior Court. OFFICE OF REGISTER OF DEEDS-HENDERSON COUNTY, N. C. , 192⁷, at 9:15 Jan. Filed for registration on the 6 of o'clock 10 M., and registered in the office of the Register of Deeds for Henderson County, N. C., this A , A. D. 192 7, at 10:30 o'clock A M., in Book 174, page 174 Jan . day of W.J. Wrake Register of Deeds.

	' NORTH CAROLINA OF HENDERSON		•		-
-	PPD, Made this sixty-one	<u>llth</u> day of	July	, in the year of our L	ord, one thousa
<u></u>	BOARD OF WATER	COMMISSIONERS OF	THE CITY OF HEN	DERSONVILLE	
of the Count			State of <u>North Ca</u> MUNICIPAL CORPO	arolina .	, of the first pa

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of Hendersonville, County of Henderson, and State of North Carolina, and known and designated as follows, viz:

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BEGINNING at an iron stake located North 80° East 20 feet from the second and northeast corner of a lot conveyed by M. T. Justus to Columbus Few and Vernon Few, September 14, 1909, running thence South 10° East along the east margin of an alley way parallel with and 20 feet East of the second line of said lot, 42 feet to a stake on the north margin of an alley way North of J. M. Stepp's lot running parallel with Broad Street (now 5th Avenue East); thence, along the North margin of said alley way, North 80° East 123.5 feet to a stake; thence, North 10° West 42 feet to a stake; thence, South 30° West 123.5 feet to the place of BEGINNING, EXCEPTING 12 feet on the east end of said lot as an alley way.

The foregoing is the identical property conveyed by Henderson County to the Board of Water Commissioners of the City of Hendersonville, by deed dated April 22, 1937, duly recorded in Deed Book 220, at page 14, of Henderson County Registry.

58

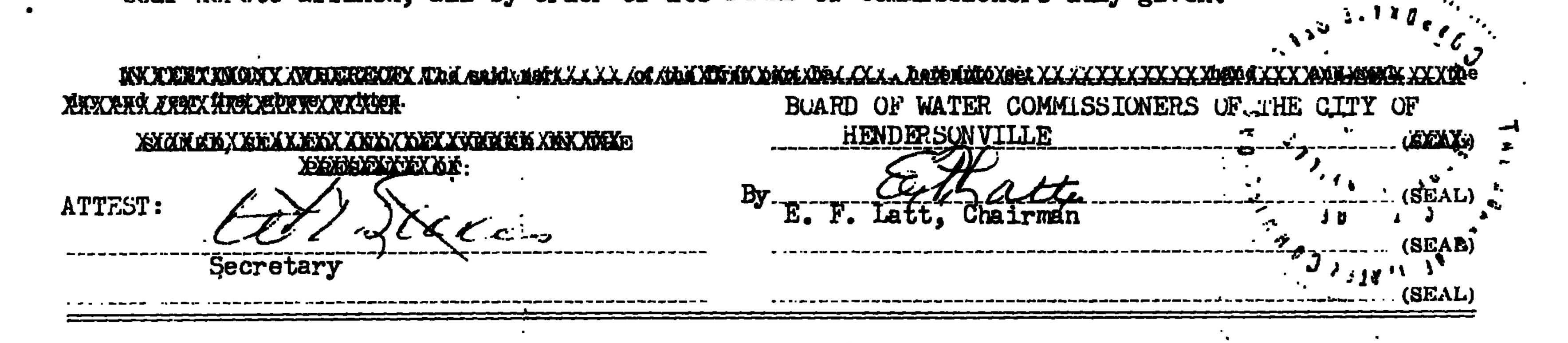


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TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appertaining, unto the said part_Y___ of the second part, _its/Successors

And the said part_y____ of the first part does__ covenant with the said part_y____ of the second part, __its/_____ assigns, as follows: FIRST, that the said part_Y__ of the first part _____the owner____ and lawfully seized of said land and premises. SECOND, That it____ has___ good right and full power to convey the same. THIRD, That the same are free from all incumbrances whatsoever. And, FOURTH, That the said part_Y___ of the second part, its/_____XOURK and assigns, shall quietly enjoy and possess the same, and that the said part_y_ of the first part, _its/_____Kars, executors and administrators, will forever warrant and defend the title to the same against all lawful claims.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by the Chairman of its Board of Commissioners and attested by its Secretary, and its official seal heretc affixed, all by order of its BOARD of Commissioners duly given.



NORTH CAROLINA, COUNTY OF HENDERSON

day of July 1961, personally came before me, This the , , a Notary Public in and for the aforesaid Copiety and State, E. F. LATT, who, being by me duly sworn says that he is Chairman of the Board of Hater Commissioners of the City of Hendersonville. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Board and that said writing was signed and sealed by him in behalf

of said Board by its authority duly given And the said E. F. Latt acknowledged the said writing to be the act and deed of said Board SITNESS my hand and Notarial Seal, this the _// - day of July 1931 n al ca ul Notary Public. My commission expires My Commission Expires November 30, 1961 · • • STATE OF NORTH CAROLINA, COUNTY OF HENDERSON The foregoing certificate of Mangant Stones a Notary Public, ____ , is adjudged to be correct. of minden county, and State of Anth Therefore, let the foregoing Deed, with the certificates, be registered. D. R. Heaterly asst. Clerk Superior Court, Henderson County This the______day of______

	ONERS. (A MUNICIPA	office of	M. and Recorde	M, In Book Henderson Co	D BY: SHEPHERD onville, N. G. Sale By ing company
Z II.	COMMESSIONERS HENDERSONVILL	CITY OF HENDERSONVILLE CORPORATION CORPORATION N P. C. C. N. Consideration	the second secon			
	i i	TI NOR SON	Pate POR RECORD In	of Deeds for Henderson V this 2 Law of at 1 . 2	Regener of Sociock.	D BY ARTHUR BY ARTHUR At Law, Hende Printed and Printed and Manderson
	OF WATER CITY OF	OF HENDER CORPO Consideration	ROA BOA		Ar Neg	PREPARED BY Attorney at La FLAN
			Date Utility	of Deed at Leed Verifie		

LEGAL DESCRIPTION

Lying and being in the City of Hendersonville, Henderson County, North Carolina, and consisting of the following:

Being a portion of a 20' Alley adjacent to the southernmost line of that parcel identified as Parcel B1 on that plat recorded in Plat Book 2023 at page 14832 of the Henderson County registry;

And being that real property having the following metes and bounds description:

BEGINNING at a point being the northwestern most corner of that parcel shown as Parcel C on that plat recorded in Plat Book 2023 at Page 14832 of the Henderson County registry ("Parcel C"), said beginning point being located N 44° 25' 51" E a grid distance of 894.30' and N 08° 37' 31" W 100.39' and S 81° 42' 21" W 132.35' from that NCGS monument bearing the title "POST OFFICE", having N.C. GRID NAD83 (2011) coordinates of: N:587,993.41', E: 967,676.31' (by static GNSS observation), and proceeding from said beginning point being in the easternmost margin of Edward Street and being also the northwestern most corner of the Michaelian Home, Inc. property described in Deed Book 1110 at page 193, Henderson County registry, and thence proceeding along with the eastern margin of Edwards Street N 08° 18' 31" W a distance of 20' to the southwestern most corner of that parcel identified as Parcel B1 on that plat recorded in Plat Book 2023 at page 14832 of the Henderson County registry ("Parcel B1"), thence proceeding with the southernmost boundary of Parcel B1 N 81° 42' 21" E a distance of 50.64' to the southeasternmost corner of Parcel B1, thence leaving the boundary of Parcel B1 and proceeding S 07° 45' 55" E a distance of 20' to the point and place of beginning.



SUBMITTER:	Amanda Lofton	MEETING DATE: 06/01/2023				
AGENDA SECTION:	CONSENT	DEPARTMENT: Finance				
TITLE OF ITEM, Presenter Name, Title:	Henderson County Tax Adjustments -Amanda Lofton, Deputy Tax Collector					
SUGGESTED MOTION(S):	I move that City Council resolve to direct and authorize the tax rel- submitted by Henderson County Tax Collector as presented and re the Henderson County Tax Collector and the Deputy Tax Collecto the charges owed.					

SUMMARY:

The Deputy Tax Collector, Amanda Lofton, would like to submit for your approval the tax bill adjustments occurring between April 1, 2023 and April 30, 2023. These adjustments include all Discoveries, Releases, Refunds, and Forgiven Interest. These adjustments were provided by Henderson County Tax Department. Documentation is available in the Tax Office.

BUDGET IMPACT: \$ 0.00

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

If no, describe how it will be funded.

PROJECT NUMBER: N/A

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Summary Total of Tax Adjustments

Page 1 of 2 *Adjustments submitted for approval on or before

DISTRICT TOTAL: (\$21,936)	OWNER TOTAL: \$0				0002454189-2022-2022-0000 (\$7,784) 8501				0002454189-2021-2021-0000 (\$7,076) 8500			ONVILLE		Ction ISTRICT OWNER ABSTRACT NOTE VALUE CHANGE NUMBER	PTS Pending Release/Refund Report. Tuesday, April 18, 20
					JURSC10				JURSC10				JURSC10	BER CODE	20
			TOTAL:	LATE LIST FEE	TAX		TOTAL:	LATE LIST FEE	TAX		TOTAL:	LATE LIST FEE	TAX	LEVY TYPE	
				\$4.05	\$40.48			\$3.68	\$36.80			\$3.47	\$34.67	BILLED	
		ABSTRACT TOTAL:		\$0.00	\$0.00	ABSTRACT TOTAL:		\$0.00	\$0.00	ABSTRACT TOTAL:		\$0.00	\$0.00	PAID	
\$123.15	\$123.15	\$44.53	\$44.53		\$40.48	\$40.48	\$40.48	\$3.68	\$36.80	\$38.14	\$38.14	\$3.47	\$34.67	RELEASE	

NCPTS -	Assessi	ment			CARAE	LLIS Se	arch Abst	tract # 🗸		Тах	Year S	ection	5, Item F.
	Abstr	act	Regis	strars	Workf	low	Admi	'n	Options		Help		
				NC	PTS -> Asse	ssment -:	> Abstract -	> Bill Detail					
PDF		~					S Inte	rest Recalc	Release E	Bill Prora	ate Bill	Print	
		100000000000	020-2020-0 Returned		REG					Pa	y Bill	Vo	oid Bill
Bill Status:	UNPAID	Ma	ail:	NA						And a second sec	NATA POINT ALLA TO MUST POINT POINT AND	200000000000000000000000000000000000000	A CONSIGNATION AND A CONSIGNATION OF A
DLQ-01/0	6/2021												
					Та	xpayer	Info						≞⊡
Owner Id	ID Number	COA Code	Confidential	Owner Name	DBA/Trade Name	Mailir	ig Address	Ownership Type	Owner Order *	Ownership %			Relief Eligibility
	COUNTY- 979944		NO	BEL ESPRIT LLC	<u>No</u> DBA/Trade Name Set		VNE PLACE 110 RSONVILL 92-5892		PRIMARY			YES	NO
		Pro	perty Info	k	b _{aaraa} aan ah ka saaraa ka saa	B 0	an a		Bill In	fo			₽ 0
Real: Deferred: Use: Personal: Exempt: Total Value			Value (7,07 7,07	0 0 0 76 0		0Abstract #:00Bill Date:00Interest Begin Date:0			em: BUS PROPERTY TAX 0002454189-2020-2020-0000 07/15/2020 Created By: te: 01/06/2021 Interest Freeze D 09/01/2020 Final Payment Da Tax Amount				
Lender: Description Situs:	scription: BUSINESS EQUIPMENT		🛨 # Month	s Description Tax & Fees Interest Collection Expenses		Original Bill 81.8 Apr/2	31	Curre	nt Due (\$) 81.81 18.19 0.00 0.00				
								Total		81.8	31		100.00
					Pay	ment H	istory						Đ
					Transa	ction S	ummary						Ŧ
					Transact	ion Det	ail Histor	y					÷
Flag: Flag: Flags DLQ ,	3	Lin	k IDs ▼	Ag App <u>l</u> y Fla	jents	Notes,	/Docume		Change	History	Own	er Hi	story



SUBMITTER:Adam MurrMEETING DATE:06/01/2023AGENDA SECTION:CONSENTDEPARTMENT:AdministrationTITLE OF ITEM:June 2023 Budget Amendments – Adam Murr, Budget Manager

SUGGESTED MOTION(S):

I move City Council adopt the budget amendments 06012023-01, 06012023-02, 06012023-03, 06012023-04, and 06012023-05 as presented.

SUMMARY:

- **06012023-01**: An amendment reflecting the adoption of Capital Project Ordinance and Reimbursement Resolution #VE024 for FY24 Vehicle and Equipment Purchases.
- **06012023-02**: An amendment establishing the FY24 transfer of \$75,000 from Fund 010 to Fund 301, #G2205 for Patton Park Improvements Projects pickleball project.
- 06012023-03: An amendment closing the Comprehensive Plan Project #22014, to be funded in Fund 010.
- 06012023-04: A Governmental Accounting Standards Board (GASB) related amendment for FY23.
- 06012023-05: A Governmental Accounting Standards Board (GASB) related amendment for FY23.

BUDGET IMPACT: Detailed above.

Is this expenditure approved in the current fiscal year budget? $\ensuremath{\mathrm{N/A}}$

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

ATTACHMENTS:

1. Budget Amendments 06012023-01 through 06012023-05 for FY23 and FY24.

Section 5, Item G.

FISCAL YEAR 2024 FORM: 06012023-01

BUDGET AMENDMENT

FUND 410 | 460 | 468

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
410-0000-470010-VE024	Debt Proceeds (Vehicle & Equip. Loan)	-	403,000	-	403,000
410-1300-554002-VE024	C/O-Vehicles (14-47, Marked)	-	60,500	-	60,500
410-1300-554002-VE024	C/O-Vehicles (14-53, Marked)	-	60,500	-	60,500
410-1300-554002-VE024	C/O-Vehicles (14-52, Marked)	-	60,500	-	60,500
410-1300-554002-VE024	C/O-Vehicles (14-55, Marked)	-	60,500	-	60,500
410-1300-554002-VE024	C/O-Vehicles (14-48, Marked)	-	60,500	-	60,500
410-1300-554002-VE024	C/O-Vehicles (14-49, Marked)	-	60,500	-	60,500
410-1300-554002-VE024	C/O-Vehicles (14-50, Un-marked)	-	40,000	-	40,000
	TOTAL REVENUES		403,000	-	403,000
FUND 410 (Police)	TOTAL EXPENDITURES		403,000	-	403,000
410-0000-470010-VE024	Debt Proceeds (Vehicle & Equip. Loan)	-	430,000	-	430,000
410-1400-554001-VE024	C/O-Equipment (SCBAs)	-	325,000	-	325,000
410-1400-554002-VE024	C/O-Vehicles (14-61, SUV)	-	65,000	-	65,000
410-1400-554002-VE024	C/O-Vehicles (14-84, Truck)	-	40,000	-	40,000
	TOTAL REVENUES		430,000	-	430,000
FUND 410 (Fire)	TOTAL EXPENDITURES		430,000	-	430,000
410-0000-470010-VE024	Debt Proceeds (Vehicle & Equip. Loan)	-	469,000	-	469,000
410-1502-554002-VE024	C/O-Vehicles (Sustainability Vehicle)	-	50,000	-	50,000
410-1523-554002-VE024	C/O-Vehicles (16-03, 2500 Series)	-	63,000	-	63,000
410-1525-554002-VE024	C/O-Vehicles (14-30, 2500 Series)	-	53,000	-	53,000
410-1525-554002-VE024	C/O-Vehicles (14-58, 2500 Series)	-	53,000	-	53,000
410-1525-554001-VE024	C/O-Equipment (43-03 Ventrac)	-	100,000	-	100,000
410-1555-554001-VE024	C/O-Equipment (20-01 Dump)	-	150,000	-	150,000
	TOTAL REVENUES		469,000	-	469,000
FUND 410 (Public Works)	TOTAL EXPENDITURES		469,000	-	469,000
460-0000-470100-VE024	Transfer In (from 060)	-	589,000	-	589,000
460-7002-554002-VE024	C/O-Vehicles (All W&S Vehicles)	-	205,000	-	205,000
460-7002-554001-VE024	C/O-Equipment (42-06, Skid Steer)	-	100,000	-	100,000
460-7002-554001-VE024	C/O-Equipment (44-08 Excavator)	-	82,000	-	82,000
460-7002-554001-VE024	C/O-Equipment (LSL Crew Dump)	-	120,000	-	120,000
460-7002-554001-VE024	C/O-Equipment (LSL Crew Excavator)	-	82,000	-	82,000
	TOTAL REVENUES		589,000	-	589,000
FUND 460 (Water & Sewer)	TOTAL EXPENDITURES		589,000	-	589,000
468-0000-470010-VE024	Debt Proceeds (Vehicle & Equip. Loan)	-	500,000	-	500,000
468-7855-554002-VE024	C/O-Vehicles (14-18, 3500 Series+Refuse Bed)	-	75,000	-	75,000
468-7855-554001-VE024	C/O-Equipment (61-17 Leaf Machine)	-	125,000	-	125,000
468-7855-554001-VE024	C/O-Equipment (Waste Truck)	-	300,000	-	300,000
ELIND AGO (Env. Sorvices)	TOTAL REVENUES		500,000	-	500,000
FUND 468 (Env. Services)	TOTAL EXPENDITURES		500,000	-	500,000

Capital Project Ordinance (CPO) #VE024 for FY24 vehicle and equipment purchases. This CPO is established at the beginning of FY24 to assist in the purchasing process due to anticipated long-lead times on acquisitions. All vehicles and equipment listed above will be funded via the FY24 Vehicle and Equipment Loan. The total General Fund vehicle and equipment loan is \$1,302,000. The total Water & Sewer Fund vehicles and equipment will be funded via a transfer in from the Water & Sewer Operating Fund (060). The total Environmental Services vehicle and equipment acquisition will be covered by a \$500,000 loan. The total project appropriation is \$2,391,000.

The City Manager and City Clerk certify budget ordinance amendment 06012023-01 was approved by City Council on June 01, 2023.

City Manager

Date

Date

BUDGET AMENDMENT

FUND 410 | 460 | 468

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET	
301-0000-470100-G2205	Transfer In (from 010)	-	75,000	-	75,000	
301-1502-550103-G2205	C/O-CIP (Pickleball Courts)	-	75,000	-	75,000	
ELIND 201 (Public Morks)	TOTAL REVENUES		75,000	-	75,000	
FUND 301 (Public Works)	TOTAL EXPENDITURES		75,000	-	75,000	
A budget amendment reflecting a \$75,000 transfer in to Fund 301, Project #G2205 from the General Fund in FY24 for the pickleball court project at Patton Park. This						

amendment brings the total Patton Park improvement appropriation to \$325,000.

The City Manager and City Clerk certify budget ordinance amendment 06012023-02 was approved by City Council on June 01, 2023.

City Manager

Date

Date

City Clerk

Section 5, Item G.

FISCAL YEAR 2024 FORM: 06012023-02

BUDGET AMENDMENT

FUND 010 | 410

ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
Contributions/Donations	50,000	-	50,000	-
Transfer In (from 010)	150,000	-	150,000	-
Contracted Services	200,000	-	200,000	-
TOTAL REVENUES	200,000	-	200,000	-
TOTAL EXPENDITURES	200,000	-	200,000	-
Contributions/Donations	4,847	50,000	-	54,847
Fund Balance Appropriated	1,022,819	150,000	-	1,172,819
Contracted Services	40,000	200,000	-	240,000
TOTAL REVENUES	1,017,972	100,000	-	1,117,972
TOTAL EXPENDITURES	40,000	200,000	-	240,000
-	Contributions/Donations Transfer In (from 010) Contracted Services TOTAL REVENUES TOTAL EXPENDITURES Contributions/Donations Fund Balance Appropriated Contracted Services TOTAL REVENUES	Contributions/Donations50,000Transfer In (from 010)150,000Contracted Services200,000TOTAL REVENUES200,000TOTAL EXPENDITURES200,000Contributions/Donations4,847Fund Balance Appropriated1,022,819Contracted Services40,000TOTAL REVENUES1,017,972	Contributions/Donations 50,000 - Transfer In (from 010) 150,000 - Contracted Services 200,000 - TOTAL REVENUES 200,000 - TOTAL EXPENDITURES 200,000 - Contributions/Donations 4,847 50,000 Fund Balance Appropriated 1,022,819 150,000 Contracted Services 40,000 200,000	Contributions/Donations 50,000 - 50,000 Transfer In (from 010) 150,000 - 150,000 Contracted Services 200,000 - 200,000 TOTAL REVENUES 200,000 - 200,000 TOTAL EXPENDITURES 200,000 - 200,000 Contributions/Donations 4,847 50,000 - Fund Balance Appropriated 1,022,819 150,000 - Contracted Services 40,000 200,000 -

A budget amendment deleting the Comprehensive Plan Capital Project Ordinance for the execution of the project from the General Fund for a total appropriation of \$200,000.

The City Manager and City Clerk certify budget ordinance amendment 06012023-03 was approved by City Council on June 01, 2023.

City Manager

City Clerk

Section 5, Item G.

FISCAL YEAR 2023 FORM: 06012023-03

Date

Date

BUDGET AMENDMENT

FUND 010 | 060

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET	
010-0000-470025	Lease & Subscription Debt Proceeds	-	176,054	-	176,054	
010-1010-557001	Capital Outlay - Lease & Subscriptions	-	67,522	-	67,522	
010-1525-557001	Capital Outlay - Lease & Subscriptions	-	108,532	-	108,532	
FUND 010	TOTAL REVENUES	-	176,054	-	176,054	
FOND 010	TOTAL EXPENDITURES	-	176,054	-	176,054	
060-0000-470025	Lease & Subscription Debt Proceeds	-	67,522	-	67,522	
060-1010-557001	Capital Outlay - Lease & Subscriptions	-	67,522	-	67,522	
FUND 060	TOTAL REVENUES	-	67,522	-	67,522	
FUND 060	TOTAL EXPENDITURES	-	67,522	-	67,522	
budget amendment reflecting lease proceeds and expenditures related to GASB 87.						

The City Manager and City Clerk certify budget ordinance amendment 06012023-04 was approved by City Council on June 01, 2023.

City Manager

City Clerk

Section 5, Item G.

FISCAL YEAR 2023 FORM: 06012023-04

Date

Date

NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
470025	Lease & Subscription Debt Proceeds	-	176,054	-	176,054
557001	Capital Outlay - Lease & Subscriptions	-	67,522	-	67,522
557001	Capital Outlay - Lease & Subscriptions	-	108,532	-	108,532
010	TOTAL REVENUES	-	176,054	-	176,054
010	TOTAL EXPENDITURES	-	176,054	-	176,054
470025	Lease & Subscription Debt Proceeds	-	67,522	-	67,522
557001	Capital Outlay - Lease & Subscriptions	-	67,522	-	67,522
060	TOTAL REVENUES	-	67,522	-	67,522
000			67 522		67 522

68

BUDGET AMENDMENT

FUND 010 | 060

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470900	Fund Balance Appropriated	1,172,819	13,706	-	1,186,525
010-0900-560010	Debt Principal (GASB 87 Leases)	-	12,322	-	12,322
010-0900-560510	Debt Interest (GASB 87 Leases)	-	1,384	-	1,384
FUND 010	TOTAL REVENUES	1,172,819	13,706	-	1,186,525
FOND 010	TOTAL EXPENDITURES	-	13,706	-	13,706
060-0000-470900	Fund Balance Appropriated	757,036	6,019	-	763,055
060-0900-560010	Debt Principal (GASB 87 Leases)	-	5,288	-	5,288
060-0900-560510	Debt Interest (GASB 87 Leases)	-	731	-	731
FUND 060	TOTAL REVENUES	757,036	6,019	-	763,055
	TOTAL EXPENDITURES	-	6,019	-	6,019

A budget amendment increasing fund balance appropriated to pay for higher than anticipated debt service costs in the General Fund and Water and Sewer Fund related to a GASB-87 rule on recording leases.

The City Manager and City Clerk certify budget ordinance amendment 06012023-05 was approved by City Council on June 01, 2023.

City Manager

City Clerk

Section 5, Item G.

FISCAL YEAR 2023 FORM: 06012023-05

Date

Date



SUBMITTER:	Jamie Carpenter, Downtown Manager	MEETING DATE:	June 1, 2023
AGENDA SECTION:	CONSENT	DEPARTMENT:	Community Development
TITLE OF ITEM:	Resolution to enter into Downtow Downtown Manager	vn Office Lease Agree	ment - Jamie Carpenter,

SUGGESTED MOTION(S):

I move to adopt the resolution by the City of Hendersonville City Council to enter into a lease agreement with Firestarter Media, LLC to lease office unit spaces at 125 5th Avenue W and provide common office area as a business incubator space.

SUMMARY:

The Downtown Division staff will be moving back into City Hall this year in preparation for the entire Community Development Department to be located in one area. Staff propose a lease agreement with Firestarter Media, LLC (dba Ringo Fire) to lease two individual units to open Campfire HVL, a small business marketing firm, within the space to be leased at market rate which will offset debt service on the building. The common space is proposed to be used for the Downtown Business Investment Initiative participants as an incubator and meeting space for startups, business space and meeting space.

BUDGET IMPACT: \$1000 per month revenue to offset debt services on downtown public restrooms.

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

If no, describe how it will be funded.

ATTACHMENTS:

Resolution

Previously adopted Resolution of Intent

Legal Ad

Resolution #

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO LEASE CITY OWNED REAL PROPERTY AT 125 $5^{\rm TH}$ AVE WEST

WHEREAS, the City of Hendersonville owns property located at 125 5th Avenue West described in deed of record in Deed Book 3225, Page 388, Henderson County Registry; and

WHEREAS, the City of Hendersonville purchased the property at 125 5th Ave West in 2018 for \$475,000 for the purposes of building public restrooms on the ground floor and office space on the second floor; and

WHEREAS, the City's Downtown Division will be relocated to City Hall and the City does not have another current need for the second-floor offices at 125 5th Ave West; and

WHEREAS, North Carolina General Statute § 160A-272 authorizes the City Council to lease City owned real property the City Council determines will not be needed by the City for the term of the lease; and

WHEREAS, North Carolina General Statute § 160A-272 requires public notice at least 30 days before approving the execution of a lease in excess of one year; and

WHEREAS, the City Council authorized a resolution of intent on March 2, 2023; and

WHEREAS, notice of the proposed lease was advertised on April 23, 2023.

WHEREAS, the City of Hendersonville intends to lease the individual office spaces for market rate which will pay towards the building's debt service.

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

- 1. The City hereby authorizes a lease for the second floor offices and shared use of common spaces located at 125 5th Ave West.
- 2. The annual rent shall be \$12,000, paid monthly, for an initial three-year term, with an option to renew for two additional one year terms;
- 3. The City Manager is authorized to execute a lease agreement, provided they are consistent with the terms of this Resolution;

Adopted by the City Council of the City of Hendersonville, North Carolina on this ____day of _____20___.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk Approved as

to form:

Angela S. Beeker, City Attorney

RESOLUTION OF INTENT BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO LEASE CITY OWNED REAL PROPERTY AT 125 5TH AVE WEST

WHEREAS, the City of Hendersonville owns property located at 125 5th Avenue West described in deed of record in Deed Book 3225, Page 388, Henderson County Registry; and

WHEREAS, the City of Hendersonville purchased the property at 125 5th Ave West in 2018 for \$475,000 for the purposes of building public restrooms on the ground floor and office space on the second floor; and

WHEREAS, the City's Downtown Division will be relocated to City Hall and the City does not have another current need for the second-floor offices at 125 5th Ave West; and

WHEREAS, North Carolina General Statute § 160A-272 authorizes the City Council to lease City owned real property the City Council determines will not be needed by the City for the term of the lease; and

WHEREAS, North Carolina General Statute § 160A-272 requires public notice at least 30 days before approving the execution of a lease in excess of one year; and

WHEREAS, the City of Hendersonville intends to lease the individual office spaces for market rate which will pay towards the building's debt service.

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

- 1. The City intends to authorize a lease for the second floor offices and shared use of common spaces located at 125 5th Ave West.
- 2. The annual rent shall be \$12,000, paid monthly, for an initial three-year term, with an option to renew for two additional one year terms;
- 3. The City Council hereby declares its intent to authorize a lease at the regular meeting of June 1, 2023 upon the terms stated herein.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 12th day of April, 2023.

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk Approved as

Attest:

to form:

Angela S. Beeker, City Attorney

Ad Preview

Resolution #R-23-41 RESOLUTION OF INTENT BY THE CITY OF HENDER-SONVILLE CITY COUNCIL TO LEASE CITY OWNED REAL PROPERTY AT 125

REAL PROPERTY AT 125 5TH AVE WEST WHEREAS, the City of Hendersonville owns property located at 125 5th Avenue West described in deed of record in Deed Book 3225, Page 388, Henderson County Registry; and

and WHEREAS, WHEREAS, the City of Hendersonville purchased the property at 125 5th Ave West in 2018 for \$475,000 for the purposes of building public restrooms on the ground floor and office space on the second floor; and

WHEREAS, the City's Down-town Division will be relocated to City Hall and the City des not have another current need

not have another current need for the second-floor offices at 125 5th Ave West; and WHEREAS, North Carolina General Statute § 160A-272 authorizes the City Council to lease City Council determines will not be needed by the City for the torm of the lease. End

Will not be needed by the City for the term of the lease; and WHEREAS, North Carolina General Statute § 160A-272 requires public notice at least 30 days before approving the execution of a lease in excess of one year; and WHEREAS, the City of Hendersonville intends to lease

the individual office spaces for market rate which will pay towards the building's debt

NOW, THEREFORE, BE IT RESOLVED by the City Coun-cil of the City of Henderson-ville, North Carolina that:

1. The City intends to authorize a lease for the second floor offices and shared use of common spaces located at 125 5th Ave West.

5th Ave West. 2. The annual rent shall be \$12,000, paid monthly, for an initial three-year term, with an option to renew for two addi-tional one year terms; 3. The City Council hereby declares its intent to authorize a lease at the regular meeting of June 1, 2023 upon the terms stated herein.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 12th day

of April, 2023.

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

Murray, Jill City Clerk Approved as to form:

Angela S. Beeker, City Attorney

4/23/2023 8727561

		Section 5, Item I
City of Hender SPECIAL EVENT A An application for a permit to conduct a special event pur Please reference the City's Special Event Policy for add Note: The person responsible for the special event, or his/her	PPLICATION suant to Section 28-39, Hendersonville City Code. itional information about the application process.	Ŧ
Submit This Completed Application & All Supporting Material Outline Community Development Department City of Hendersonv 160 6th Ave E Hendersonville, NC 28792 Phone #: (828) 23	ille, Downtown Division 3-3205	
Name of Special Event:Field Day for Boys	s & Girls Club	
Event Producer: Carolina Baptist Association	Phone #: 828-693-4274	
Producer Address: 601 Hebron Road, He	endersonville, NC 287	39
Authorized Event Coordinator: Rebecca Moor		
* this should be the person who is the primary event contact Cell Phone #: 864-423-0850	Email:rmoon.cba@gmail	.com
Street Closure Date(s): * Include Dates for Setup	Requested Closure Hours:	
	8:30am-12pn	n
Estimated Past Attendance: 1st time	Predicted Attendance:20 children an	
Past Vendor Participation:	Predicated Vendor Participation:	
"Hold Harmless Ag	greement"	
By signing this agreement, the producer will hold harmless the City of Hendersonville, it: and harmless from and against any and all losses, penalties, damages, settlements, cost of every kind and character arising out of or relating to any and all claims, liens, demand character in connection with or arising directly or indirectly out of this event and/or the will take full responsibility. The City of Hendersonville will not be responsible for person	ts, charges professional and attorney's fee or other expense ds, obligations, actions, proceedings or causes of action of e performance hereof and cased by the negligence of the Spo nal items or property used as part of event.	s or liabilities very kind and onsor. The Sponsor
Signature of Authorized Event Representative:	acca Mom Date: 5	15/20
APPLICANT CH		
Please reference the City of Hendersonville's Special Event Policy for ac checklist below.	ditional information about the requirements lis	ted in the
Event Description, Statement of Public Benefit & Public Service	s Required (REQUIRED) - Page #2 in application	
Event Marketing Strategy & Pudget (PEOLUPED) - Dege #2 in a	nulication	

Event Marketing Strategy & Budget (REQUIRED) - Page #3 in application

Event Site & Safety Plan (REQUIRED) - Page #4 in application

Event Impact Notification (REQUIRED) - Page #5 in application Formal Event Notice (REQUIRED)

Vendor Application & Electrical Needs (AS NEEDED) Page #6 in application Event Insurance (REQUIRED)



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



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

Name of Special Event: Field Day for Boys and Girls Club sponsored by Carolina Baptist Association

Event Description: Baptist on Mission Deep Impact/Carolina Baptist Association will be conducting a field day for the 3-4 grade boys and girls at the Boys and Girls Club. We will hae a concession trailer and will need electricity hook up and water.

Statement of Public Benefit:

Event Marketing Strategy and Budget:



City of Hendersonville SPECIAL EVENT APPLICATION CITY SERVICES REQUIRED



Please review the closure types below and note the type of closure most closely related to your event. If you have different requests that are not represented below, please add to notes.

Note that the Special Events Committee reserves the right to adjust event type based on city services required for production of event.

Event Type:_____ x # of Days = ____

(Note HALF DAYS only if the event requires an evening setup before the event) Notes (any deviation from event closure): _____

CLASS A - \$700 per day

- Closure of Main Street for the scale of the Apple Festival and Garden Jubilee (Streets, Avenues and partial blocks on avenues).
- Additional resources in cleanup and garbage pickup are required to manage impact for this scale of event.
- When the day of the street closure is for an evening setup, the per day fee is ½.
- All streets and avenues are fully secured with water barricades after setup is complete. Barricades and street closures should be watched by volunteers during breakdown to ensure safe breakdown.
- Vehicles will be towed if parked after designated time

CLASS B - \$450 per day.

- Closure of Main Street is from 6th Avenue to Allen Street with avenues closed.
- Events have less attendance and therefore less impact on garbage pickup and maintenance.
- All streets and avenues are fully secured with water barricades after setup is complete. Barricades and street closures should be watched by volunteers during breakdown to ensure safe breakdown.
 - One entrance/exit may be barricaded with a vehicle closure in lieu of a filled water barricade
- Vehicles will be towed if parked after designated time

CLASS C - \$300 per day.

- Main Street closure from 6th Avenue to Allen Street, with each Avenue open to incentivize opening the cross-streets and have a lower impact on downtown traffic.
- Events have lower attendance therefore safe for cross streets to be open and less impact on trash/cleanup.
- Additional signage for traffic and pedestrians shall be included to make sure there is awareness.
- Event organizer may choose to work around vehicle rather than towing. Under no circumstances can a vehicle leave while the street is closed, and pedestrians are on the street.

CLASS D - Less than 2 block closure - \$75 (1 block) \$150 (2 blocks). This includes the Courthouse Square Block.

CLASS E - Parking Spaces for Courthouse Plaza - \$50 per day

• Parking enforcement for event hours only on the courthouse side of the street.

OTHER

- Events that do not fall within these classes will have fee assessed by need determined by special events committee based on the block closure rate.
- Garbage and recycling cans \$40
- Use of electricity and/or water
- Off duty officer and EMS rates are applied separately.





What City services are you requesting for this event? Check all that apply. NOTE: The Special Event Committee for the City of Hendersonville may make some city services required based on the event logistics and safety

	Road, sidewalk, or parking space closure
	City Park reservation (park name): Sullivan's Park
	"No Parking" signs (can specify time frame on sign) Barricades and/or cones
	Additional Trash/recycling receptacles
	Off-duty police
	Off-duty fire/EMS
V	Electricity access
~	Water access
	Early/Late 5th Avenue public restroom hours
	Other

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

If at all possible, if access from the roads to the park can be blocked (from 8-12) that would be great as the participants will be children and we want to maintain their safety

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



Yes, this is event will be pet friendly. No, this event will not allow pets.

EVENT SITE AND SAFETY PLAN

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

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

Event Safety Plan: The Special Events Committee will make recommendations and further work with you on event safety and logistics. Please describe as best as you can:

- 1. Please describe your vendor load in and load out plan and how traffic will be managed
- 2. Describe your plan in case of weather event or early cancelation (notifying vendors, managing traffic for load in, load out, etc.

Section 5, Item I.



City of Hendersonville SPECIAL EVENT APPLICATION



EVENT IMPACT NOTIFICATION REQUIREMENT (FOR COMMERCIAL AREAS)

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

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

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

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

Authorized Event Coordinator's Signature

Relecca N

Complete the form below based on the number of vendors and types of electrical connections required for your event. If you have questions about the electrical requirements for your event, please contact the City Public Works Department at (828) 697-3000. Name of Special Event: Field Day for Boys and Girls Club Authorized Event Coordinator: Rebecca Moon Phone #: 828-693-4274 Cell Phone #: 864-423-0850 Email: rmoon.cba@gmail.com Please calculate your event vendor fees & electrical usage fees below. Any adjustments to # of vendors and electrical usage can be made up to 2 weeks prior to event. Event Type:_____ x # of Days _____ = ____ Total # _____of Single-Day Food Vendors X <u>\$30</u> = ____ Total # of Multi-Day Food Vendors X \$55 X Total # of days = + Application fee= \$25 Total Event Closure Fees: Electrical Requirements: Location of electrical needs to be included on Event Site Plan. Any adjustments must be submitted no later than 2 weeks before the event. ((Total # of connections @ 20 Amps or less_____) x (# of days___)) x \$25 = ((Total # of connections @ 21 to 50 Amps_____) x (# of days___)) x \$50 = ((Total # of connections @ 50 Amps or more____) x (# of days___)) X \$100 = Total Electrical Usage Fee: Total of All Event Fees: Application Fee is Due at the Special Events Committee Meeting For Approval ½ of all event fees due 2 weeks prior to event 1/2 of all event fees due within 2 weeks following the event

Checks can be made out to the "City of Hendersonville ATTN: Special Event Fees."

Payment is accepted in person at 160 Sixth Avenue East Hendersonville, NC 28792

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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Lew Holloway, Community Development Director	MEETING DATE:	June 1, 2023
AGENDA SECTION:	CONSENT AGENDA	DEPARTMENT:	Community Development
TITLE OF ITEM:	Special Event: Field Day for E Carpenter, Downtown Manager	Boys & Girls Club a	t Sullivan Park- <i>Jamie</i>

SUGGESTED MOTION(S):

I move that City Council approve the special event permit for the Field Day for Boys & Girls Club at Sullivan Park.

SUMMARY:

Carolina Baptist Association have requested an event application for an event at Sullivan Park with the boys and girls club on June 22, 2023. No street closures are required but the event will not be open to the public.

BUDGET IMPACT: NA

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

If no, describe how it will be funded.

ATTACHMENTS:

Event Application



An application for a permit to conduct a special event pursuant to Section 28-39, Hendersonville City Code. Please reference the City's Special Event Policy for additional information about the application process. Note: The person responsible for the special event, or his/her designee, must be present for the duration of the event.



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

Community Development Department City of Hendersonville, Downtown Division 160 6th Ave E Hendersonville, NC 28792 Phone #: (828) 233-3205

Name of Special Event: Oklawaha Summer	fest
	Phone #: 828-595-9956
Producer Address: 147 First Ave East	
Authorized Event Coordinator: Joseph Dinan	
* this should be the person who is the primary event contact	
Cell Phone #: 828-808-5916	Email: OklawahaBrewing@gmail.com
	Requested Closure Hours: 11am-1am
* Include Dates for Setup	
Event Dates: 7/1/23	Event Hours: 6am-10pm
Estimated Past Attendance: 400	Predicted Attendance: <u>500</u>
Past Vendor Participation: 0	Predicated Vendor Participation:

"Hold Harmless Agreement"

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

Signature of Authorized Event Representative: _____

APPLICANT CHECKLIST

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

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

_____4/4/23



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



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

Name of Special Event: Oklawaha Summerfest

Event Description: After such a successful & fun night, last year, we're hoping to hold the second annual Oklawaha Sumerfest on 7/1/23. This year we'd like to close the block in front of the taproom and move the music stage outdoors. If possible, we'd like to incororate food trucks into the mix to make sure people have plenty to eat.

Statement of Public Benefit:

This will be a family friendly event, akin to the Rhytm and Brews event held monthly by the Friends of Downtown Hendersonville. Last year was very well organized and well attended. We had 3 police officers on the block for the entire event and that worked very well. We're moving the stage outside this year to safley accomodate the number of people but we'll have extra staff on site to manage sales and the additional crowd.

Event Marketing Strategy and Budget:

We anticipate social media and word of mouth to be the most popular avinues for this event. In addition we'll be running an ad on WNCW's live music calendar which airs 3 times a day for \$75/week.



City of Hendersonville SPECIAL EVENT APPLICATION CITY SERVICES REQUIRED



Please review the closure types below and note the type of closure most closely related to your event. If you have different requests that are not represented below, please add to notes.

Note that the Special Events Committee reserves the right to adjust event type based on city services required for production of event.

Event Type: x^{1} **# of Days** = $\frac{$75}{}$

(Note HALF DAYS only if the event requires an evening setup before the event) Notes (any deviation from event closure): _____

CLASS A - \$700 per day

- Closure of Main Street for the scale of the Apple Festival and Garden Jubilee (Streets, Avenues and partial blocks on avenues).
- Additional resources in cleanup and garbage pickup are required to manage impact for this scale of event.
- When the day of the street closure is for an evening setup, the per day fee is $\frac{1}{2}$.
- All streets and avenues are fully secured with water barricades after setup is complete. Barricades and street closures should be watched by volunteers during breakdown to ensure safe breakdown.
- Vehicles will be towed if parked after designated time

CLASS B - \$450 per day.

- Closure of Main Street is from 6th Avenue to Allen Street with avenues closed.
- Events have less attendance and therefore less impact on garbage pickup and maintenance.
- All streets and avenues are fully secured with water barricades after setup is complete. Barricades and street closures should be watched by volunteers during breakdown to ensure safe breakdown.
 - One entrance/exit may be barricaded with a vehicle closure in lieu of a filled water barricade
- Vehicles will be towed if parked after designated time

CLASS C - \$300 per day.

- Main Street closure from 6th Avenue to Allen Street, with each Avenue open to incentivize opening the cross-streets and have a lower impact on downtown traffic.
- Events have lower attendance therefore safe for cross streets to be open and less impact on trash/cleanup.
- Additional signage for traffic and pedestrians shall be included to make sure there is awareness.
- Event organizer may choose to work around vehicle rather than towing. Under no circumstances can a vehicle leave while the street is closed, and pedestrians are on the street.

CLASS D - Less than 2 block closure - \$75 (1 block) \$150 (2 blocks). This includes the Courthouse Square Block.

CLASS E - Parking Spaces for Courthouse Plaza - \$50 per day

• Parking enforcement for event hours only on the courthouse side of the street.

OTHER

- Events that do not fall within these classes will have fee assessed by need determined by special events committee based on the block closure rate.
- Garbage and recycling cans \$40
- Use of electricity and/or water
- Off duty officer and EMS rates are applied separately.





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

NOTE: The Special Event Committee for the City of Hendersonville may make some city services required based on the event logistics and safety

~	Road, sidewalk, or parking space closure
	City Park reservation (park name):
	"No Parking" signs (can specify time frame on sign) Barricades and/or cones
	Additional Trash/recycling receptacles
</th <th>Off-duty police</th>	Off-duty police
	Off-duty fire/EMS
~	Electricity access
	Water access
	Early/Late 5th Avenue public restroom hours
	Other

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

We'd like to close First Ave East from Main St to King St (leaving the driveway for Papa John's open). See Attached map.

Because we'd like to sell alcohol, we'll be in need of off-duty police officers

We'll be errecting an outdoor stage, using Pisgah AVL, sound, stage & lights. They are the same company that produce the show.

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



Yes, this is event will be pet friendly. No, this event will not allow pets.

EVENT SITE AND SAFETY PLAN

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

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

Event Safety Plan: The Special Events Committee will make recommendations and further work with you on event safety and logistics. Please describe as best as you can:

- 1. Please describe your vendor load in and load out plan and how traffic will be managed
- 2. Describe your plan in case of weather event or early cancelation (notifying vendors, managing traffic for load in, load out, etc.

The largest part of this will be the staging. They are the reason we'd be closing the street down so early, so they have time to errect the stage, lighting and sound.

If a weather event occurs we'll be all over social media, both the band's and the brewery's.

Section 5, Item J.



City of Hendersonville SPECIAL EVENT APPLICATION



EVENT IMPACT NOTIFICATION REQUIREMENT (FOR COMMERCIAL AREAS)

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

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

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

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

Authorized Event Coordinator's Signature

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

Name of Special Event: Oklawaha Summerfest
Authorized Event Coordinator: Joseph Dinan Phone #: 828-595-9956
Cell Phone #: 828-808-5916 CklawahaBrewing@gmail.com
Please calculate your event vendor fees & electrical usage fees below.
Any adjustments to # of vendors and electrical usage can be made up to 2 weeks prior to event.
Event Type: x # of Days $1_{=}$ \$75
Total # <mark>0</mark> of Single-Day Food Vendors X <u>\$30</u> =
Total # of Multi-Day Food VendorsX <u>\$55 X</u> Total # of days =
+ Application fee= <u>\$25</u>
<u>Total Event Closure Fees: \$100</u>
Electrical Requirements: Location of electrical needs to be included on Event Site Plan. Any adjustments must be submitted no later than 2 weeks before the event.
((Total # of connections @ 20 Amps or less) x (# of days)) x \$25 =
((Total # of connections @ 21 to 50 Amps) x (# of days)) x \$50 =
((Total # of connections @ 50 Amps or more) x (# of days)) X \$100 =
Total Electrical Usage Fee:
Total of All Event Fees:
Application Fee is Due at the Special Events Committee Meeting For Approval

Application Fee is Due at the Special Events Committee Meeting For Approval <u>½ of all event fees due 2 weeks prior to event</u> <u>½ of all event fees due within 2 weeks following the event</u>

Checks can be made out to the "City of Hendersonville ATTN: Special Event Fees." Payment is accepted in person at 160 Sixth Avenue East Hendersonville, NC 28792

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

Pag



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Lew Holloway, Community Development Director	MEETING DATE:	June 1, 2023
AGENDA SECTION:	CONSENT AGENDA	DEPARTMENT:	Community Development
TITLE OF ITEM:	Special Event: Oklawaha Summe	r Fest- Jamie Carpent	er, Downtown Manager

SUGGESTED MOTION(S):

I move that City Council approve the special event permit for the Oklawaha Summer Fest.

SUMMARY:

Oklawaha Brewing Company has requested a special event application for their second annual Oklawaha Summer Fest. This event occurred last year, but changes to the event include an outdoor stage which is a significant change to previous years.

BUDGET IMPACT: NA

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

If no, describe how it will be funded.

ATTACHMENTS:

Event Application



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Adam Steurer	MEETING DATE:	June 1, 2023
AGENDA SECTION:	Consent Agenda	DEPARTMENT:	Utilities
TITLE OF ITEM:	Engineering Services for the WW Steurer, Utilities Engineer	VTF Biosolids Therma	l Dryer Project- Adam

SUGGESTED MOTION(S):

I move City Council to adopt 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 Biosolid Thermal Dryer Project.

SUMMARY:

The Wastewater Treatment Facility (WWTF) Biosolids Thermal Dryer Project is the recommended alternative from the recently completed *Solids Management Plan Evaluation*. Once operational, the biosolids thermal dryer process equipment will produce a high-quality, thermally dried product that is safe for beneficial reuse through distribution or land application. This project will reduce the utility's current biosolid hauling and disposal costs and reduce the utility's vulnerability on reliance of the volatile private hauling and landfills disposal markets.

Staff completed a qualifications-based selection process for Professional Engineering Services and have selected engineering firm McKim & Creed, Inc. as most qualified to provide the services and negotiated a scope of work and fee from McKim & Creed, Inc. to provide engineering services to support the project.

BUDGET IMPACT: \$ 1,015,164

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. Project #16036.

ATTACHMENTS:

- 1. Qualification Statement Evaluation Summary
- 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 WWTF Biosolids Thermal Dryer Project

Engineering Services to Support the WWTF Biosolids Thermal Dryer Project - QUALIFICATION STATEMENT EVALUATION City of Hendersonville Statements Due: February 9, 2023

Firm Name	Location	Reviewer	Team Qualifications (30)	Approach and Management (20)	Similar Projects (40)	Efficiency (10)	MBE/DBE (Y/N)	TOTAL (100)	FINAL SCORE (100)	Reviewer Rank	Average RANK
		Reviewer 1	25	18	35	8		86	89.0	2	2
CDM Smith	Charlotte, NC	Reviewer 2	27	19	36	9	V (cub contractor)	91		2	
ediwi simiti	Chanotte, NC	Reviewer 3	26	19	36	9	Y (subcontractor)	90		2	
		Reviewer 4	26	18	36	9		89		2	
	Greenville, SC	Reviewer 1	20	14	25	6	N	65		4	4
Cooduur Mills Courood		Reviewer 2	22	15	20	5		62	62 62.3 4 60 4 4 62 4 4	4	
Goodwyn Mills Cawood		Reviewer 3	20	15	20	5		60		4	
		Reviewer 4	20	15	22	5		62		4	
		Reviewer 1	22	16	30	7	Y (subcontractor)	75	- 77.3	3	3
McGill Associates	Asheville, NC	Reviewer 2	24	17	32	8		81		3	
		Reviewer 3	22	17	30	7		76		3	
		Reviewer 4	23	17	29	8		77		3	
	Charlotte, NC	Reviewer 1	27	20	35	10	Y (subcontractor)	92		1	1
McKim & Creed		Reviewer 2	28	20	36	10		94	93.0	1	
		Reviewer 3	27	20	36	10		93		1	
		Reviewer 4	28	20	35	10		93		1	

EXHIBIT A PROFESSIONAL ENGINEERING SERVICES for the CITY OF HENDERSONVILLE WWTF BIOSOLIDS THERMAL DRYER PROJECT

I. PROJECT UNDERSTANDING AND PURPOSE

The following presents the scope of work to provide professional engineering services for the Wastewater Treatment Facility (WWTF) Biosolids Thermal Dryer Project. McKim & Creed, Inc. will provide the following major services for the improvements to the facility:

- NCDEQ Division of Water Infrastructure CWSRF Funding Assistance
- Preparation of a Basis of Design Report
- Preliminary Design
- Final Design
- Permitting Assistance
- Solids Management Program Contracting Assistance
- Prequalification of Bidders Assistance
- Formal Bid & Award Services
- Construction Administration
- Construction Observation
- Post-Construction Services

The scope of services described herein is based upon providing treatment for waste activated sludge generated at the City of Hendersonville's WWTF, to produce a thermally dried Class A biosolids product suitable for distribution and marketing. The proposed Biosolids Thermal Drying Facility is intended to reduce the City's vulnerability from reliance on landfills for disposal of biosolids. The Biosolids Thermal Drying Facility will be designed to adhere to the requirements of Title 40 Code of Federal Regulations Part 503 for disposal of Class A biosolids, and will adhere to the requirements of the City's Distribution of Class A Residuals Permit No. WQ0011381.

Major components of the project are anticipated to include:

- Rehabilitation or replacement of the existing dewatered cake conveyor
- Modifications to the existing dewatering building processing room for the installation of a new dryer feed hopper for dewatered cake from the belt filter presses
- New Dryer Feed Hopper
- New Dryer Feed Conveyance Equipment
- New Biosolids Thermal Dryer
- New Dried Biosolids Conveyance Equipment
- Modifications to the existing biosolids covered storage area to enclose a portion of the structure to house the new thermal dryer and associated equipment

- Modifications to the existing biosolids covered storage area to construct new concrete push walls and curtain walls on the eastern and southern sides for the storage of dried biosolids
- Installation of a new photovoltaic (PV) solar energy system on the roof of the biosolids covered storage shelter
- Replacement of the existing biosolids covered storage shelter roofing

The services required to assist the City will generally include funding assistance, preliminary evaluations, surveying, subsurface utility engineering, geotechnical investigations, materials testing, permitting, final design, permitting, bidding and award assistance, solids management contracting assistance, construction administration, construction observation, and post-construction services. The project is composed of the following phases and tasks:

PHASE 1:

- 1. Funding Assistance
- 2. Preliminary Engineering
- 3. Final Design
- 4. Permitting
- 5. Bidder Prequalification Assistance
- 6. Bidding and Award Phase
- 7. Unallocated Project Budget (Phase 1)

PHASE 2:

- 8. Solids Management Program Contracting Assistance
- 9. Construction Phase Services
- 10. Post-Construction Phase Services
- 11. Unallocated Project Budget (Phase 2)

This scope of services is to provide Phase 1 professional engineering services only. Phase 2 services are to be provided as a future amendment to this contract. Phase 2 services are estimated and are subject to change depending on project requirements at the time of amendment execution.

II. SCOPE OF SERVICES

PHASE 1

TASK 1 – FUNDING ASSISTANCE

Assist the City with the funding application process through the NCDEQ Division of Water Infrastructure (DWI) Clean Water State Revolving Fund (CWSRF). Provide assistance with completing the funding application and consultations with NCDEQ DWI as may be needed. It is noted that the City will have to provide specific documentation and information to complete the application package. Task 1 deliverables will include the completed application forms and priority rating system forms, supporting narratives for the priority rating system form, engineering computations, opinions of probable cost, anticipated schedules, and permit requirements for inclusion in the application package. Additional assistance with other funding options may be provided as additional services if requested by the City.

TASK 2 – PRELIMINARY ENGINEERING

2.1 Design Survey Services

McKim & Creed will coordinate with our surveying subconsultant Stewart to provide design survey services as described below. Survey work will be performed to the Standards of Practice for Land Surveying in North Carolina. Horizontal survey control will be referenced to NC Grid NAD 83 or otherwise specified. Vertical control will be referenced to NAVD88 or otherwise specified. The scope of survey shall include:

- 1. Set horizontal and vertical control at the WWTF.
- 2. Limited topographic survey of existing grade immediately to the east of the existing biosolids covered storage area and dewatering building, and between the biosolids covered storage area and the dewatering building. This area is estimated at approximately 0.5 acres.
- 3. Collection of horizontal and vertical location of existing utilities located surrounding the biosolids covered storage area and dewatering building. Horizontal location and inverts of existing gravity utilities will also be collected. Invert information for the following existing gravity utilities is expected to be collected:
 - a. MH 14
 - i. 18" SS in from MH 15
 - ii. 18" SS out to MH 13
 - b. MH 15
 - i. 12" SS in from JB 1
 - ii. 12" SS in from DDI 1
 - iii. 18" SS out to MH 14
 - c. MH 18
 - i. 8" SS in from Dewatering Building

- ii. 12" SS in from MH 19
- iii. 12" out to JB 1
- d. MH 19
 - i. 12" SS in from Dewatering Building
 - ii. 12" SS out to MH 18
- e. JB 1
 - i. Trench drain invert in
 - ii. 12" SS in from MH 18
 - iii. 12'' SS out to MH 15
- f. DDI 1
 - i. 12" SS in from Dewatering Building
 - ii. 12" SS in from MH 16
 - iii. 12" SS out to MH 15
- 4. Perform 3D laser scanning of the existing biosolids covered storage area and the existing dewatering building to collect existing dimensional data for the existing structures and document as built conditions for the purposes of design. McKim & Creed will utilize the 3D scans of the existing structures to develop base drawings with sufficient accuracy to allow completion of engineered design drawings for the specific infrastructure designs described by this agreement. The scope of 3D scanning shall include:
 - a. All interior areas under the biosolids covered storage area
 - b. The interior of the dewatering building including the belt filter press room, polymer room, electrical room, slaker/slurry room, control room, and processing room.
 - c. Deliverables in Autodesk Revit format.

2.2 Design Subsurface Utility Engineering (SUE) Services

McKim & Creed will provide SUE services as described below:

- 1. Provide SUE Level B and A services to determine horizontal and vertical locations of existing utilities in the immediate vicinity of the existing biosolids covered storage area and dewatering building. Utilities expected to be located include:
 - a. Two 8" Waste Sludge Force Mains along the east side of the biosolids covered storage area
 - i. Two level A test holes adjacent to the biosolids covered storage area, one on each 8" force main
 - b. Two 4" line slurry pipelines between the dewatering building and the existing gravity thickeners
 - i. Level B only
 - c. 6" non-potable water main and branch connections to the dewatering building
 - i. One level A test hole on the east side of the biosolids covered storage area

- d. 6" potable water main along west side of paved drivewayi. Level B only
- e. Existing natural gas main along west side of paved driveway
 - i. One level A test hole
- f. Electrical power, lighting, and controls circuit duct banks
 - i. One level A test hole on the existing power feeder duct bank on the east side of the biosolids covered storage area
- 2. The subsurface utilities will be identified with inverted spray paint and the following color code:
 - a. Red = Electric
 - b. Blue = Water
 - c. Orange = Telecommunications
 - d. Yellow = Natural Gas
 - e. Green = Sanitary Sewer
 - f. White = Unknown utility
- 3. SUE services will be performed in accordance with the standards as set forth by the American Society of Civil Engineers in publication CI/ASCE 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.
- 4. Horizontal and vertical locations of located utilities will be incorporated into the design drawings.

2.3 Geotechnical Investigations

McKim & Creed will coordinate with our geotechnical subconsultant, S&ME, to provide a limited geotechnical investigation of the subgrade conditions adjacent to the existing biosolids covered storage area to provide data needed to design structural foundations. The geotechnical investigations will include:

- 1. Explore subsurface conditions by performing two soil test borings directly adjacent to the existing biosolids covered storage area, on the east side of the structure, to depths of 30 feet below the existing ground surface, for a total of 60 feet of soil test boring.
- 2. Laboratory testing will be performed to verify soil classification and obtain soil strength parameters for construction and structure foundation design recommendations.
- 3. A findings report will be prepared which will include the following:
 - a. Site and exploration location plan
 - b. Soil test boring logs and generalized subsurface profiles
 - c. Recommendations for foundation bearing for the structures and equipment
 - d. Recommendations for site preparation and construction of structural compacted fills
 - e. Recommendations for control of groundwater or drainage systems if necessary

2.4 Materials Testing

McKim & Creed will coordinate with our materials testing subconsultant, S&ME, to provide non-destructive and destructive materials testing services to assist in the structural evaluation of the existing biosolids covered storage area concrete slab and footings, and the dewatering building processing room floor slab and supporting beams. The materials testing services will include:

- 1. Core samples of the existing biosolids covered storage area cast-in-place concrete floor slab will be taken for compressive strength testing according to ASTM C42. Two core samples will be taken from the slab in the area of the proposed thermal dryer equipment, and core holes will be repaired with 5,000 psi high early strength non-shrink grout.
- 2. Swiss Hammer tests will be performed to estimate the compressive strength of the existing cast-in-place reinforced concrete floor slab and supporting walls and beams of the dewatering building processing room. The Swiss Hammer tests will be performed in accordance with ASTM C805.
- 3. Preparation of a materials testing report summarizing the procedures, results, and analysis of findings.

2.5 Basis of Design (BOD) Document Development

McKim & Creed will prepare a BOD document which will include the following tasks:

- 1. <u>Collect Historical Biosolids Data</u>: Obtain and evaluate historical biosolids generation, operational, and analytical data for the past three years (2020 to current).
- 2. Develop Biosolids Generation Projections: Develop updated biosolids generation projections for a 20-year planning period, assumed to span from 2025 through 2045. Updated biosolids generation projections will be developed based on the historical biosolids generation, operational, and analytical data provided by the City, the biosolids generation projections previously developed as part of the Solids Management Plan Evaluation, information from the WWTF Master Plan, and future population projections for the WWTF's service area provided by the City. It is assumed that the future flow projections included in the City's WWTF Master Plan are valid through 2040 and will be utilized for equipment sizing. It is assumed that the future flow projections provided by the City and the methodology described in the City's Sanitary Sewer Asset Inventory and Assessment (SSAIA) Master Plan Report.
- 3. <u>Coordinate Biosolids Sampling and Analysis</u>: Assist in the coordination of sampling and analysis of the dewatered sludge cake to collect information needed for design and permitting purposes, including:
 - a. EPA Part 503 metals

- b. Nutrient content
- c. Volatile solids content
- d. Total solids
- e. Toxicity Characteristic Leaching Procedure (TCLP) analysis
- f. Corrosivity test
- g. Ignitability test
- h. Reactivity test
- i. PFAS (EPA Method 1633)
- 4. <u>Coordinate WTF Residuals Sampling and Analysis</u>: Assist in the coordination of sampling and analysis of the Water Treatment Facility residuals to collect information needed for Solids Management Program contracting assistance, including:
 - a. Nutrient content
 - b. Volatile solids content
 - c. Total solids
 - d. PFAS (EPA Method 1633)
 - e. Pathogens (fecal coliform and salmonella)
- 5. <u>Condition Assessment of Existing Structures and Equipment</u>: Conduct a condition assessment of the existing biosolids covered storage area and dewatering building to evaluate the feasibility of modifying the existing structures to accommodate the new biosolids thermal drying equipment and associated feed and conveyance equipment. The scope of the condition assessments will include:
 - a. Review of existing biosolids covered storage area cast-in-place reinforced concrete slab, vertical and horizontal structural members, and roof decking.
 - i. This scope of work assumes that the existing biosolids covered storage shelter structural members and footings are adequate to allow for installation of a PV solar energy system on the roof and for modification of the structure to enclose a portion of the structure to house the new thermal dryer equipment. If structural issues or inadequacies are identified, design improvements to modify the existing structural members and footings will be considered additional services.
 - ii. This scope of work assumes that the existing floor slab under the biosolids covered storage area will need to be replaced due to condition and to provide adequate support for the proposed wall and equipment foundations.
 - b. Review of existing dewatering building processing room cast-in-place reinforced concrete floor slab and supporting beams/walls below.
 - i. This scope of work assumes that the existing processing room floor slab and supporting beams/walls below are adequate to support the proposed dryer feed hopper and associated equipment. If structural issues or

inadequacies are identified, design improvements to modify the structure will be considered additional services.

- c. Coordination with the existing dewatered cake conveyor manufacturer to evaluate rebuild or replacement needs to ensure continued operation.
- d. Review of existing power distribution equipment to identify modifications necessary to accommodate the new equipment.
- e. Review of existing controls systems to identify modifications necessary to accommodate the new equipment.
- 6. <u>Biosolids Management Market Analysis</u>: Perform a biosolids management market analysis to gauge local interest in the Class A dried biosolids product, identify costs and potential revenues, identify market demands for product quality, and to assist in the selection of thermal drying equipment to meet market and regulatory demands. The scope of the biosolids management market analysis will include:
 - a. Coordination with the City to identify local stakeholders and potential end users. Local stakeholders are assumed to primarily reside within Henderson County, but may include stakeholders residing in adjacent counties. Market research will include:
 - i. Lower value markets Parks departments, landscapers, garden centers, and bulk soil blenders.
 - ii. High value markets fertilizer distributors and blenders (manufacturing both agricultural and horticultural fertilizer products), specialty agriculture and turf.
 - b. In-person meetings with local stakeholders and potential end users to review expected product quality and value, gauge interest, and identify end user concerns. It is assumed that these meetings will occur over two (2) consecutive days and will be limited to stakeholders primarily located in Henderson County. Additional stakeholder meetings may be provided at the City's request as additional services.
 - c. Local stakeholders and potential end users may include but not be limited to:
 - i. Agribusiness Henderson County
 - ii. NCDOT Highway Division 14
 - iii. Henderson County Parks and Recreation Department
 - iv. Super-Sod
 - d. Contacting third-party contracted biosolids haulers and management firms to evaluate contracted management operations, identify market demands on product quality, identify program costs, and evaluate the potential for revenue sharing.
 - i. Market research will be focused on larger bulk customers and will assume that the future Class A biosolids product will possess desirable physical and nutrient characteristics. Additional information will be

obtained through contacting the agricultural extension service, and other horticulture and agricultural experts.

- ii. Data regarding storage capabilities, historical usage of biosolids fertilizers, preferred product characteristics (physical granule and soil requirements), other product quality issues (such as nutrient content), seasonality of use, usage volumes, product value, and product biases will be obtained from the survey. During the market research process, potential large-scale end users, as well as marketing partners (e.g. distribution brokers) will be identified to gauge demand for the Class A biosolids product.
- e. Provide a summary of the findings and recommendations. The report will include:
 - i. Market research findings
 - ii. Preferred product characteristics and likely value, based on end use type
 - iii. Concepts for product distribution and marketing
 - iv. List of potential new customers and marketing partners
 - v. Processing recommendations identified during survey
- 7. <u>Equipment Evaluation</u>: Perform an evaluation of equipment alternatives for biosolids thermal drying equipment, potential sludge dewatering system improvements to reduce thermal dryer sizing, and equipment alternatives for PFAS removal from the dried biosolids. The scope of the equipment evaluation will include:
 - a. Work with dewatering equipment manufacturers and representatives to evaluate the dewaterability of the WWTF's thickened waste activated sludge (TWAS) and identify up to three (3) potential dewatering system improvements alternatives to reduce biosolids thermal dryer equipment sizing. Dewatering system improvements may include replacement of existing polymer makedown skids, modifications to the existing belt filter presses, modifications to belt filter press operations, or replacement with new dewatering equipment.
 - i. McKim & Creed will assist the City in coordinating the collection and shipment of sludge samples for analysis by equipment suppliers to assess dewaterability characteristics under different conditions (e.g. polymer dose and dewatering technology)
 - b. Conduct an equipment evaluation workshop with the City to review the categories and types of biosolids thermal drying equipment available, review expected product quality from various biosolids thermal dryer technologies, review the categories and types of PFAS removal systems available, and review biosolids thermal dryer equipment compatibility with PFAS removal systems. Input from City staff will be incorporated as part of the project design.
 - c. Work with biosolids thermal dryer equipment manufacturers and representatives identified during the equipment evaluation workshop to develop

preliminary equipment selection and sizing, procurement schedules, budgetary estimates, and operation and maintenance costs. Up to five (5) thermal drying technologies will be included in this evaluation.

- d. Compare dewatering system improvements, thermal drying equipment alternatives, and PFAS removal equipment alternatives using a triple bottom line approach to identify the selected process equipment based on cost and non-cost factors. The evaluation criteria for the equipment alternatives are assumed to include capital costs, present value of 20-year O&M costs, constructability, property impacts, system performance, compatibility with the WWTF Master Plan, system flexibility, carbon footprint, and community impacts. Evaluation criteria and weighting will be developed with the City in the equipment evaluation workshop. Alternative scoring will be reviewed with the City and input from City staff will be incorporated into the final scoring of alternatives.
- 8. <u>Process Design Computations</u>: Develop process design computations for unit treatment processes.
- 9. <u>Select and Size Auxiliary Equipment</u>: Develop preliminary electrical, SCADA, and HVAC systems.
- 10. <u>Maintenance of Plant Operations (MOPO) Plan</u>: Develop preliminary construction sequence and MOPO plan for the construction of the new biosolids thermal drying facility.
- 11. <u>Basis of Design Document Preparation and Submittal</u>: Prepare the Basis of Design document including the information, findings, and recommendations developed from the tasks described above. The Basis of Design document will be prepared in accordance with NCDEQ DWI Clean Water State Revolving Funds (CWSRF) guidelines and requirements for the preparation of an Engineering Report/Environmental Information Document (ER/EID), if applicable subject to project funding requirements. The Basis of Design Document meeting ER/EID requirements will be submitted to NCDEQ DWI for review and comments, if applicable. Comments received from NCDEQ will be incorporated and a final Basis of Design Document will be prepared and submitted.
 - a. It is assumed that the previous biosolids management alternatives developed in the Solids Management Plan Evaluation will be utilized for the alternatives analysis required to meet the ER/EID guidelines.
 - b. A Categorical Exclusion is assumed as the basis for the EID. If an EA is required, it will be prepared per Unallocated Project Budget Task 7.1, and the EA will be used as the EID.

2.6 30% Preliminary Design

McKim & Creed will develop the 30% Preliminary Design, which will consist of the following tasks:

- 1. <u>Process Flow Diagram</u>: Prepare a system schematic and flow diagram for the proposed biosolids thermal dryer equipment and associated conveyance equipment.
- 2. <u>Biosolids Thermal Dryer Facility Site Plan</u>: Prepare a preliminary site plan showing the location of major treatment units, structures, process piping, and conveyance systems on the site. This scope of work assumes that the existing biosolids covered storage area can be repurposed to house the new thermal drying equipment.
- 3. <u>Electrical</u>: Prepare preliminary sizing, one-line diagrams and/or schematics for electrical design of the proposed equipment and photovoltaic (PV) systems. This scope of work assumes that the PV system to be installed on the biosolids covered storage shelter will be sized at approximately 215 kW (DC), and will consist of a ballasted racking system and electrical metering equipment. This scope of work assumes an arc flash analysis will be performed for the new electrical equipment, modifications to existing electrical equipment, and the PV system.
- 4. <u>Instrumentation & Controls</u>: Prepare preliminary process and instrumentation diagrams (P&IDs) as required for integration for the new equipment to be monitored and controlled through the City's SCADA.
- 5. <u>Preliminary Engineer's Opinion of Probable Construction Cost</u>: Prepare a preliminary construction cost opinion using the various preliminary design documents to improve the accuracy of the initial, conceptual construction cost opinion.
- 6. <u>Submit Preliminary Design Documents for Review</u>: Compile and submit the Basis of Design Document, 30% design drawings, and cost opinion to the City for review and approval as part of the 30% stage of design completion. Technical specifications are not included as part of the 30% preliminary design submittals.
- 7. <u>Conduct Workshop Meeting to Review 30% Submittal with City</u>: Meet with the City staff to review, discuss, and receive owner input on the Basis of Design document and 30% design submittal.
- 8. <u>Revise and Address City Comments on 30% Submittal</u>: Revise the appropriate preliminary design documents (as necessary within the original scope of the project) to address the City's 30% design review comments. The Basis of Design document will be finalized and included as part of the Authorization to Construct (ATC) application package to be submitted at final design.

TASK 3 – FINAL DESIGN

Upon receiving authorization from the City, McKim & Creed will proceed with the Final Design Phase, including the following efforts:

60%, 90%, 100%, and Issued For Bids

1. Prepare 60%, 90%, 100%, and final Issued For Bids design drawings and construction documents based on a single prime construction contract. The final design documents will generally include the following:

- a. Civil/Site
- b. Mechanical
- c. Electrical
- d. Instrumentation & Controls
- e. Structural
- f. HVAC
- g. Plumbing
- h. Fire Protection
- 2. <u>60%, 90%, and 100% Design Submittals</u>: Prepare and submit design drawings and construction documents at completion stages for review by the City at 60%, 90%, and 100% Design stages.
- 3. <u>Workshop Review Meetings</u>: McKim & Creed will conduct formal workshop review meetings with the City's staff at the 60%, 90%, and 100% Design stages to provide status updates, review project submittal documents, and receive City comments on project submittal documents.
- 4. <u>Prepare Opinions of Probable Cost</u>: Updated opinions of probable cost will be prepared for the project to be submitted at the 60%, 90%, and 100% Design submittal stages.
- 5. <u>Prepare Technical Specifications</u>: Technical specifications will be prepared for the construction contract. The documents shall include a comprehensive table of contents followed by technical specifications to be included in the Construction Documents.
- 6. <u>Biosolids Thermal Drying Equipment Preselection RFP Package</u>: Assist the City in developing an equipment preselection RFP package for the biosolids thermal drying equipment. The biosolids thermal drying equipment preselection RFP package is anticipated to include preliminary drawings and specifications applicable to the biosolids thermal drying equipment. Preliminary drawings will include the process flow diagram, site plan, process mechanical general arrangement plans and sections, and process and instrumentation diagrams developed based on the information gathered from biosolids thermal dryer equipment manufacturers in the preliminary design phase. It is assumed that the biosolids thermal drying equipment will be preselected based on capital cost for the equipment and associated services from the manufacturer (field inspection services during installation, start-up services, testing, and training), life cycle operations and maintenance costs, and non-cost criteria including manufacturer qualifications. McKim & Creed will assist the City in developing the RFP submittal requirements, non-cost selection criteria, and evaluation criteria weighting. It is assumed that the biosolids thermal drying equipment preselection RFP package will be advertised at the 60% design level.
 - a. <u>RFP Advertisements</u>: McKim & Creed will assist the City in managing the advertisement process, including the following:
 - i. Issue electronic RFP documents to plan rooms and the City's QuestCDN on-line advertisement and bidding service.

- ii. Conduct the pre-proposal conference and prepare and issue minutes.
- iii. Assist in answering bidders' questions concerning elements designed by McKim & Creed and prepare technical information as necessary for inclusion in addenda if required.
- iv. Prepare addenda as appropriate to interpret, clarify, or further define the RFP Documents. Addenda will be issued by McKim & Creed upon the City's approval.
- v. Attend and/or conduct the bid opening.
- vi. Review proposal packages and prepare the certified bid tabulations.
- vii. Provide written letter of recommendation of award to the City.
- b. Following award of the equipment preselection package, it is assumed that the selected biosolids thermal drying equipment manufacturer will be responsible for providing shop drawings and technical information to the City and McKim & Creed to support the completion of final design.
- c. It is assumed that an allowance will be included in the project bid form for the general contractor to purchase the preselected equipment as detailed in the contract documents prepared in coordination with the selected biosolids thermal drying equipment vendor.
- 7. <u>Bidding & Contract Documents</u>: Prepare appropriate bid and contract documents for the construction contract based on current City of Hendersonville standards and requirements.
- 8. <u>Prepare "Released for Regulatory Review</u>" drawings based upon City review comments from the 90% submission.
- 9. <u>Issued For Bids Submittal</u>: Upon completion of the 100% submittal and responses to the City's comments and concerns on the 100% submittal, and following the project permitting process, McKim & Creed will finalize contract documents for procurement. This task will include the following:
 - a. Incorporate permit approval conditions in contract documents
 - b. Prepare the final Engineer's Opinion of Probable Construction Cost
 - c. Prepare recommended schedule for bidding and construction
 - d. Submit final Issued For Bids contract documents to the City

Quality Assurance and Quality Control

The Consultant will include an in-house quality assurance/quality control (QA/QC-Value Engineering Review) review with staff members not involved in the project. The QA/QC review will be entirely separate from the normal in-house reviews conducted by the project team and the City's staff. The QA/QC review will be conducted after the 30%, 60%, and 90% design submittals and its findings presented to the design team along with comments from the City's 30%, 60%, and 90% design review. Prior to bid, a final QA/QC will be conducted for the Contract Documents.

TASK 4 – PERMITTING

The Consultant will assist the City with obtaining all permits required for the project. The permits required for this project are anticipated to include the following:

- NPDES Authorization to Construct
- Major Modification to Distribution of Class A Residuals Permit No. WQ0011381

It is anticipated that the project will be exempt from air permitting requirements per 15A NCAC 02Q .0102. The scope assumes that no air permitting will be required for the project.

The Consultant will prepare the applications and following execution by the City of Hendersonville, will submit the applications to the appropriate agency for approval. The Consultant will address comments from the agencies and assist the City with negotiations concerning permitting issues that may arise. The cost of all application fees will be paid for by the Consultant and will be reimbursed by the City.

TASK 5 – BIDDER PREQUALIFICATION ASSISTANCE

The Consultant will assist the City in conducting a prequalification process for potential bidders to develop a list of qualified general contractors for the project. The prequalification process will adhere to the City's standard processes. Specific tasks include the following:

- 1. Assist in the preparation of an Invitation to Prequalify for Bidding advertisement for the project.
- 2. Provide recommendations to the City to determine criteria for projects to be considered similar in size and nature to the WWTF Biosolids Thermal Dryer project.
- 3. Review the list of prequalification standard requirements with City staff and incorporate suggested revisions to the list that may be beneficial to the project.
- 4. Place formal advertisement of the prequalification package in the agreed upon advertisement media. McKim & Creed will pay for all fees associated with advertisement of the prequalification package, which will be reimbursed by the City.
- 5. Issue electronic prequalification documents to prospective bidders via the City's QuestCDN on-line advertisement and bidding service.
- 6. Schedule and conduct a virtual pre-submittal meeting, receive questions from prospective attendees, prepare and distribute minutes.
- 7. Respond to prospective bidder inquiries and prepare Addenda as required.
- 8. Receive prospective bidder submittals on specified and appropriate closing date.
- 9. Review prospective bidder documentation and request clarifications to determine if prospective bidder has met the requirements of the prequalification solicitation.
- 10. Review the list of proposed prequalified bidders with the City and make any final edits and revisions to the list of prequalified bidders. McKim & Creed will work jointly with City staff to assist in developing the prequalified bidders list; however, the City shall be

responsible for the final determination of which bidders will be deemed as prequalified. Additional assistance or responses to protests from prospective contractors is not included in this scope of work and is considered an additional service. If required, additional services will be provided utilizing the Unallocated Project Budget phase upon written authorization from the City.

11. Notify all prospective bidders of the final approved list of pre-qualified bidders.

TASK 6 – BIDDING AND AWARD PHASE

The bid documents will consist of the plans (drawings) and specifications for the WWTF Biosolids Thermal Dryer Project. The bid documents will be used by the contractor to prepare bids for the work detailed on the plans and described in the specifications. The bid documents will include specifications and contractual requirements associated with pre-purchased equipment and materials. Other tasks to be performed by the Consultant will include preparation of a final opinion of construction cost.

Our scope of work for Bid Phase services is premised on our understanding that McKim & Creed will be responsible for managing the bids and contracting process for one (1) single prime construction contract.

Bidding and Award Phase tasks performed by the Consultant will include:

- 1. Provide necessary information to the City for the preparation of the project bid advertisement.
- 2. Issue electronic bid documents to plan rooms and the City's QuestCDN on-line advertisement and bidding service.
- 3. Conduct the pre-bid conference and prepare and issue minutes.
- 4. Assist in answering bidders' questions concerning elements designed by McKim & Creed and prepare technical information as necessary for inclusion in addenda if required.
- 5. Prepare addenda as appropriate to interpret, clarify, or further define the Contract Documents. Addenda will be issued by McKim & Creed upon the City's approval.
- 6. Consult with and advise the City to determine the acceptability of substitute materials and equipment proposed by bidders when substitution prior to the award of contracts is allowed by the contract documents.
- 7. Attend and/or conduct the bid opening.
- 8. Review bid packages and prepare the certified bid tabulations.
- 9. Provide written letter of recommendation of award to the City.
- 10. Assist the City in the contract award process.

- 11. Prepare and issue conformed documents to incorporate addenda issued during the bidding process into the contract documents to be used by the contractor for construction.
- 12. Provide for three (3) sets of conformed documents for execution for the City, Engineer, and Contractor.

The Bidding and Award Phase will conclude upon the City's issuance of a notice of award to the selected construction contractor. If a re-bid is required, this effort shall be considered additional services. If required, additional services will be provided utilizing the Unallocated Project Budget phase upon written authorization from the City.

TASK 7 – UNALLOCATED PROJECT BUDGET (PHASE 1)

Task 7 is included as a contingency for unforeseen conditions or changes in the scope of work. McKim & Creed will not utilize or expend effort on Task 7 without prior written authorization from the City of Hendersonville.

Task 7.1: Environmental Assessment

If required by NCDEQ per 15A NCAC 01C .0306, McKim & Creed will prepare an Environmental Assessment in accordance with current NCDEQ Environmental Assessment guidelines. The EA will be submitted to the City for review and comment and subsequently submitted to NCDEQ for review upon incorporating staff input. Comments received from NCDEQ will be incorporated and a final EA document will be prepared and submitted. If an EA is required, it will be prepared to suit the requirements of an ER/EID.

PHASE 2

TASK 8 – SOLIDS MANAGEMENT PROGRAM CONTRACTING ASSISTANCE

The Consultant will assist the City in preparing Request for Proposal (RFP) packages for the contracted management of hauling and disposal of the thermally dried biosolids, and contracted dewatering, hauling, and disposal of the Water Treatment Facility residuals.

- 1. <u>WWTF Thermally Dried Biosolids</u>: The RFP package for the WWTF's thermally dried biosolids will be prepared based on the findings of the biosolids disposal market analysis completed in Task 2. The RFP package will include the sampling information collected during Task 2 to document the expected quality and characteristics of the thermally dried biosolids. The draft RFP will be prepared and submitted to the City for review and comments. The comments received will be incorporated into a final RFP package which will be submitted to the City for approval.
- 2. <u>WTF Residuals</u>: The RFP package for the WTF's residuals will be prepared based on the recommendations of the City of Hendersonville's Solids Management Plan Evaluation, to include contracted dewatering at the WTF, hauling, and disposal of dewatered

residuals. The RFP package will include the sampling information collected during Task 2 to document the expected quality and characteristics of the dewatered residuals. The draft RFP will be prepared and submitted to the City for review and comments. The comments received will be incorporated into a final RFP package which will be submitted to the City for approval.

- 3. <u>RFP Advertisements</u>: McKim & Creed will assist the City in managing the advertisement process, including the following for both RFP packages:
 - a. Issue electronic RFP documents to plan rooms and the City's QuestCDN on-line advertisement and bidding service.
 - b. Conduct the pre-proposal conference and prepare and issue minutes.
 - c. Assist in answering bidders' questions concerning elements designed by McKim & Creed and prepare technical information as necessary for inclusion in addenda if required.
 - d. Prepare addenda as appropriate to interpret, clarify, or further define the RFP Documents. Addenda will be issued by McKim & Creed upon the City's approval.
 - e. Consult with and advise the City to determine the acceptability of substitute materials and equipment proposed by bidders when substitution prior to the award of contracts is allowed by the contract documents.
 - f. Attend and/or conduct the bid opening.
 - g. Review proposal packages and prepare the certified bid tabulations.
 - h. Provide written letter of recommendation of award to the City.

TASK 9 – CONSTRUCTION PHASE SERVICES

Construction Administration

Our scope of work for Construction Administration services assumes one (1) single prime construction contract over an agreed upon construction contract period. The construction period will be based on an agreed upon duration to reach substantial completion and an additional 2 months to reach final completion. If the contract duration extends beyond the agreed upon construction period, or is delayed, McKim & Creed shall be entitled to adjustment of the scope and fee associated with this task. If required, additional services associated with construction administration will be provided utilizing the Unallocated Project Budget phase upon written authorization from the City.

Our construction administration services will include:

- 1. Conduct the pre-construction meeting on-site at the WWTF, or virtually via Microsoft Teams, and issue meeting minutes.
- 2. Schedule and hold regular monthly construction progress meetings with the City and contractor. These meetings are assumed to be held on-site at the WWTF, or virtually via

Microsoft Teams. Prepare and distribute construction meeting minutes to document discussions and responsibilities.

- 3. Receive, log, track and perform shop drawing reviews. Compare shop drawings to the plans and technical specifications, note deficiencies or compliance issues, and issue comments to the contractor within 10 business days of receipt.
- 4. Receive, log, track, & respond to contractor's written requests for information or clarification of the contract documents.
- 5. Provide clarification of requirements as indicated on the construction plans and specifications if/when questions arise during construction.
- 6. Receive, log, track, & respond to notifications from contractor of changes to work conditions and requests for change orders.
- 7. Review materials testing for conformance to the specifications. This scope of work assumes that the City will provide for third party construction materials testing services as required by the Contract Documents.
- 8. Receive, log, track, & review contractor's monthly invoices and make recommendations for payment.
- 9. Conduct site visits with City staff as often as necessary to review project status, and confirm/certify that work is progressing in accordance with the approved construction documents.
- 10. Attend system startup and commissioning and provide technical guidance and assistance to the City in support of the startup and commissioning process. This task includes coordination with the City, the Contractor, and equipment manufacturers to provide operator training on new equipment.
- 11. Schedule and conduct the substantial completion evaluation. Prepare the substantial completion punch list and submit to the City for concurrence, and work with the Contractor to ensure outstanding work is completed.
- 12. Upon satisfactory completion of the substantial completion punch list and after reviewing test results from the Contractor, prepare the Engineer's Substantial Completion Certification.
- 13. Schedule and conduct the final completion evaluation. Prepare the final completion punch list and submit to the City for concurrence, and work with the Contractor to ensure work is fully complete.
- 14. After the Contractor has satisfactorily completed the final punch list, submitted all test results, as-built redlined drawings, O&M manuals, and release of waivers and claims, McKim & Creed will prepare the Engineer's Final Completion Certification.

Construction Observation

McKim & Creed will provide a Resident Project Representative (RPR) who is well-qualified and experienced in constructing municipal water and wastewater treatment facilities. The scope of work assumes an average of 20 hours per week for the agreed upon construction period. If the contract duration extends beyond the agreed upon construction period or is delayed, McKim & Creed shall be entitled to adjustment of the scope and fee associated with this task. If required, additional services associated with construction observation will be provided utilizing the Unallocated Project Budget phase upon written authorization from the City. McKim & Creed will provide the following services:

- 1. Preparation of daily reports for each day construction observation services are provided.
- 2. Maintain a photographic record during construction to document aspects of the construction process.
- 3. Document field conditions and maintain a record of the weather, Contractor's personnel on-site, Contractor's equipment on-site, and the specific work task(s) completed since the last site visit.
- 4. The RPR will immediately call the contractor's attention to work that is being completed that <u>does not comply</u> with the approved plans and specifications. Should the contractor fail to remedy the situation, then the RPR will immediately contact the Engineer.
- 5. The RPR shall confirm that Contractor as-built documents are continuously being kept up-to-date and being completed to the minimum standards of care.
- 6. The RPR shall review the Contractor's monthly pay requests to confirm that quantities are accurate and that lump sum percentages are representative of the current progress of lump sum work.
- 7. The RPR shall participate in monthly construction meetings and will represent the Engineer in responding to technical questions.
- 8. The RPR will participate in the substantial completion and final completion evaluations.

TASK 10 – POST-CONSTRUCTION SERVICES

Upon authorization from the OWNER, the ENGINEER shall perform the following postconstruction services:

1. <u>Record Drawings</u>

Our effort for Record Drawing preparation services is premised on the understanding that the contractor will be responsible for continuously maintaining the red-lined "as-built" markups on the approved construction drawings. McKim & Creed will utilize the red-lined markups provided by the contractor to prepare the final Record Drawings. Record Drawings will be submitted to the City upon completion. After City review and

approval, digital copies (AutoCAD and PDF format) of the Record Drawings will be delivered to the City.

2. <u>One Year Assistance</u>

McKim & Creed will assist the City with operational and warranty assistance on a time and materials basis as may be needed. Generally, the services will be as follows:

- a. Provide for a mid-year warranty inspection with the City and the contractor to develop a warranty punch list and then review the completed work of the contractor to verify items have been corrected.
- b. Provide for final warranty inspection with the City and the contractor at 11 months after substantial certification to develop a warranty punch list and then review the completed work of the contractor to verify items have been corrected.
- c. Provide process support assistance and associated administrative support to assist with operational questions and optimization of the plant process.

TASK 11 – UNALLOCATED PROJECT BUDGET (PHASE 2)

Task 11 is included as a contingency for unforeseen conditions or changes in the scope of work. McKim & Creed will not utilize or expend effort on Task 11 without prior written authorization from the City of Hendersonville.

III. COMPENSATION

McKim & Creed will perform the services outlined in this Exhibit A as indicated below. Services will be billed monthly on an hourly time and expense basis in accordance with the hourly rate schedule included as an attachment to this Exhibit A.

Item	Fee
PHASE 1	
Task 1: Funding Assistance	\$16,530.00
Task 2: Preliminary Engineering	\$402,504.00
Task 3: Final Design	\$429,505.00
Task 4: Permitting	\$53,629.00
Task 5: Bidder Prequalification Assistance	\$19,543.00
Task 6: Bidding and Award Phase	\$43,453.00
Task 7: Unallocated Project Budget (Phase 1)	\$50,000.00
PHASE 2	
Task 8: Solids Management Program Contracting Assistance	TBD
Task 9: Construction Phase Services	TBD
Task 10: Post-Construction Services	TBD
Task 11: Unallocated Project Budget (Phase 2)	TBD
Total Estimated Fee, Not To Exceed (PHASE 1 ONLY)	\$1,015,164.00

Not To Exceed = To be billed on an hourly time and expense basis

TBD = *To be determined and provided for in a future amendment for Phase 2 services*

IV. ANTICIPATED PROJECT SCHEDULE

The following is the estimated schedule for the scope outlined above:

Task	Anticipated Duration from NTP (Calendar Days)	Anticipated Task Duration (Calendar Days)
PHASE 1		
Notice to Proceed	0	0
Project Kickoff	10	10
BOD Document	130	120
30% Design Submittal	130	120
City Review and 30% Review Workshop	145	15
60% Design Submittal	235	90
City Review and 60% Review Workshop	250	15
90% Design Submittal/Submit Permit Applications	340	90
City Review and 90% Review Workshop	355	15
100% Design Submittal	385	30
City Review and 100% Review Workshop	400	15

Receive Permits	400	60
Bid Documents Submittal	430	30
Advertise for Bids	475	45
Open Bids	475	0
PHASE 2		
Contract/Bonds Preparation/NTP	535	60
Construction Substantially Complete/ Equipment Start-up	TBD	TBD
Construction Final Completion	TBD	60
Record Drawings Submittal	TBD	60
Warranty Period Complete	TBD	365

Note: The schedule provided is approximate and may vary depending on City review, regulatory approval, equipment and material lead times, and unforeseen conditions.

V. ADDITIONAL SERVICES

If authorized in writing by the City, McKim & Creed shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by the City on an hourly rate basis in accordance with the current Hourly Rate Schedule. If required, additional services will be provided utilizing the Unallocated Project Budget phase upon written authorization from the City.

- 1. Expert witness or technical support concerning property surveying or engineering matters for which the Engineer has no direct liability.
- 2. Assistance with protests by prospective bidders associated with the City's prequalification process.
- 3. Providing assistance for air permitting.
- 4. Easement mapping or easement surveys.
- 5. Providing for additional soil borings or geotechnical analyses beyond the identified scope of work.
- 6. Providing for detailed investigations and/or surveys for archeological sites, protected/threatened/endangered species of shellfish, fish, wildlife, and natural vegetation.
- 7. Providing for determining, evaluating, and assistance with contaminated soils for the project area.
- 8. Providing assistance for wetland mitigation.
- 9. Providing for assistance with easement acquisitions.
- 10. Preparing for, coordinating with, participating in and responding to structured independent review processes for construction management, cost estimating, value engineering and constructability reviews requested by the City and performing or furnishing services required to revise studies, reports, drawings, specifications, or other bidding documents as a result of such review processes.

- 11. Providing for any re-designs requested by the City after final design drawings have been approved.
- 12. Boundary or easement surveys for the wastewater treatment facility site.
- 13. Construction survey and staking.
- 14. Preparing for multi-prime contracts and bidding.
- 15. Development of design or bid documents to comply with alternate funding agencies or other funding mechanisms.
- 16. Engineer-led operator training on equipment, processes, or other miscellaneous training related to the existing or proposed facilities.
- 17. Providing for Special Inspections (North Carolina State Building Code) if required by the Local Inspections Departments.
- 18. Providing for third party construction materials testing services.
- 19. Assistance in connection with Bid protest, re-bidding, or renegotiation contracts for construction, materials, equipment, or services.
- 20. Preparing to serve or serving as a consultant or witness for the City in any litigation, arbitration or other dispute resolution process related to the project.
- 21. Other services performed or furnished by McKim & Creed not otherwise provided for in this Agreement. These services are to be identified as additional services for City approval prior to McKim & Creed performing the service.

VI. OWNER'S RESPONSIBILITIES

The following items shall be the responsibility of the City:

- 1. Provide McKim & Creed with all criteria and full information as to the City's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications; and furnish copies of the City's standard forms, conditions and related documents for McKim & Creed to include in the Bidding Documents, when applicable.
- 2. The timely provision of all available information, data, reports, records, and maps to which the City has access and which are needed by McKim & Creed for the performance of the services provided herein.
- 3. Providing assistance and cooperation for McKim & Creed in obtaining any other needed material which the City does not have in its possession.
- 4. Making available the services of the City as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
- 5. The designation of a single representative who will be authorized to make necessary decisions required on behalf of the City and will serve to provide the necessary direction and coordination for the project.

- 6. Advise McKim & Creed of the identity and scope of services of any independent consultants employed by the City to perform or furnish services in regard to the project, including, but not limited to, cost estimating, project peer review, value engineering and constructability review.
- 7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and warranty reviews.

VII. MISCELLANEOUS PROVISIONS

- 1. <u>Opinion of Probable Construction Costs</u>: Engineer's opinions of probable construction costs are based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. The Engineer cannot and does not guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the project may affect estimates. The City waives and releases McKim & Creed from any loss, liability, or claim arising out of or in any way related to the Engineer's opinion of probable construction costs.
- 2. McKim & Creed's current hourly rate schedule is attached. Hourly rates are subject to adjustment on January 1st of each calendar year.

END OF EXHIBIT A



(Rate/Hour)

Water Market 2023 Schedule of Hourly Rates

Employee Classification	(Rate/Hour)
Engineering	
Principal	\$300.00
Engineering Manager	\$270.00
Project Manager III	\$230.00
Project Manager II	\$210.00
Project Manager I	
Technical Specialist III	
Technical Specialist II	\$270.00
Technical Specialist I	\$240.00
Project Engineer IV	\$220.00
Project Engineer III	\$205.00
Project Engineer II	\$175.00
Project Engineer I	\$155.00
Engineer Intern	\$140.00
I&C Specialist III	\$205.00
I&C Specialist II	\$185.00
I&C Specialist I	\$155.00
Programmer III	\$190.00
Programmer II	\$175.00
Programmer I	\$145.00
Designer IV	\$160.00
Designer III	\$140.00
Designer II	\$130.00
Designer I	\$110.00
Sr. CAD Technician	\$100.00
CAD Technician	\$85.00
Sr. Project Administrator	\$105.00
Project Administrator	\$90.00
Administrative Assistant	\$80.00

Construction

Construction Administrator IV	\$185.00
Construction Administrator III	\$165.00
Construction Administrator II	\$150.00
Construction Administrator I	\$125.00
Project Representative III	\$145.00
Project Representative II	\$125.00
Project Representative I	\$110.00

Field Services

Field Technician I	\$90.00
Field Technician II	\$120.00
Field Services Manager	\$145.00

Surveving

Employee Classification

Surveying
Sr. Surveyor/Project Manager III\$250.00
Sr. Surveyor/Project Manager II \$216.00
Sr. Surveyor/Project Manager I\$185.00
Project Surveyor\$160.00
Sr. Survey CAD Technician\$120.00
Survey CAD Technician\$100.00
Survey Field Supervisor \$110.00
Project Coordinator I\$100.00
Project Coordinator II \$110.00
Project Coordinator III\$130.00
Field Survey Party 1 Person Crew \$120.00
Field Survey Party 2 Person Crew \$190.00
Field Survey Party 3 Person Crew \$245.00

Subsurface Utility Engineering

Regional SUE Director.	\$300.00
Director of SUE	\$250.00
Utility Engineering Sr. Project Manager	\$230.00
Utility Engineering Project Manager	\$188.00
Utility Coordinator I	\$110.00
Utility Coordinator II	\$130.00
Utility Engineering Technician I	\$79.00
Utility Engineering Technician II	\$94.00
Utility Engineering Analyst	\$106.00
Utility Engineering Specialist	\$141.00
Utility Engineering Party (2 Person Crew)	\$188.00

Geospatial Information Systems

GIS Specialist	\$121.00
GIS Technician II	\$99.00
GIS Technician I	\$79.00
GIS Analyst I	\$115.00
GIS Analyst II	\$125.00
LiDAR Field Technician	\$94.00
LiDAR Technician I	
LiDAR Technician II	\$113.00
LiDAR Technician III	\$135.00
Photogrammetric Technician	\$109.00
Photogrammetrist	\$160.00



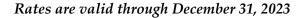


Water Market 2023 Schedule of Hourly Rates

Expenses

In addition to labor, McKim & Creed bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of the client; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking etc.; mileage for all company-owned vehicles (trucks) will be billed at \$0.85/mile; employee owned vehicles used for transportation related to the project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs.

McKim & Creed also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.





Resolution # -____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ENTER INTO A CONTRACT FOR ENGINEERING SERVICES FOR THE WWTF BIOSOLIDS THERMAL DRYER PROJECT

WHEREAS, the City owns and operates a water treatment facility (WWTF) that has a current permitted capacity of 4.8 million gallons per day that produces a solid residual effluent as part of the treatment process; and

WHEREAS, as recommended in the recently completed *Solids Management Plan Evaluation*, the City intends to construct biosolids thermal dryer process equipment that will produce a high-quality, thermally dried product that is safe for beneficial reuse through distribution or land application; and

WHEREAS, once completed the project will reduce the utility's current solids residuals hauling and disposal costs and reduce the utility's vulnerability on reliance of the volatile private hauling and landfills disposal markets; and

WHEREAS, City Staff have performed a qualifications-based selection, determined McKim & Creed, Inc. as most qualified, and have received and negotiated a scope of work and fee from McKim & Creed, Inc. 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. McKim & Creed, Inc. is most qualified to provide professional engineering services for the project, as recommended by Staff.
- 2. The scope of professional engineering services from McKim & Creed, Inc. is approved in the amount of \$1,0115,164.
- 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 on this _____ day of _____, 20____.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Brandon Mundy, Public Works Superintendent- Environmental Services, Streets & Traffic	MEETING DATE:	June 1, 2023
AGENDA SECTION:	CONSENT	DEPARTMENT:	Public Works
TITLE OF ITEM:	Amendments to City Code to I	Remove Play Street I	Designation – Brandon

SUGGESTED MOTION(S):

I move City Council to adopt An Ordinance of the City Of Hendersonville City Council to Provide for the Safety of Hendersonville Residents by Removing the Play Street Designation from the Code of Ordinances as presented.

Mundy, Public Works Superintendent- Environmental Services, Streets & Traffic

SUMMARY: The Code of Ordinances has had a provision for the designation of "play streets" since at least 1971, however, current safety practices advise against these designations.

The National Cooperative Highway Research Program (NCHRP), a national organization that conducts transportation research, advises that "non-uniform signs such as "CAUTION—CHILDREN AT PLAY," "SLOW—CHILDREN," or similar legends should not be permitted on any roadway at any time," and any such sign should be removed promptly.

The NCDOT has a transportation engineering policy statement that states: "Children Playing warning signs are not approved for use on the State Highway System right of way. These signs tend to promote a false sense of security for the children and encourage them to actually play in the roadway, since traffic is warned of their presence."

For these reasons, the Public Works Department is proposing to remove the "play street" designation from the Code of Ordinances.

ATTACHMENTS:

PROPOSED ORDINANCE

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO PROVIDE FOR THE SAFETY OF HENDERSONVILLE RESIDENTS BY REMOVING THE PLAY STREET DESIGNATION_FROM THE CODE OF ORDINANCES

WHEREAS, The Code of Ordinances for the City of Hendersonville contains provisions providing for "play streets"; and

WHEREAS, Contemporary safety practices advise against such designation; and

WHEREAS, The National Cooperative Highway Research Program (NCHRP), a national organization that conducts transportation research, advises that "non-uniform signs such as "CAUTION—CHILDREN AT PLAY," "SLOW—CHILDREN," or similar legends should not be permitted on any roadway at any time," and any such sign should be removed promptly; and

WHEREAS, The North Carolina Department of Transportation has released a transportation engineering policy statement that similarly provides: "Children Playing warning signs are not approved for use on the State Highway System right of way. These signs tend to promote a false sense of security for the children and encourage them to actually play in the roadway, since traffic is warned of their presence"; and

WHEREAS, The City of Hendersonville wishes to conform to contemporary safety practices at the guidance of experts in the area of transportation.

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

SECTION 2. Chapter 46 – Streets, Sidewalks, and Other Public Places, Article I – In General of the Code of Ordinances for the City of Hendersonville shall be amended as follows:

Sec. 46-2. - Playing in streets.

No person shall play baseball, football or other games of similar nature on any public street in the city, except when such street has been declared a play street.

SECTION 2. The following sections of Chapter 50 – Traffic, Article IV – Traffic Control Devices of the Code of Ordinances for the City of Hendersonville shall be amended as follows:

Sec. 50-196. - Driving on play streets [Reserved].

Whenever authorized signs are placed designating any street, or part thereof, as a play street pursuant to section 50-181, no person shall drive a vehicle upon any such designated street, except persons who have business or who reside within the designated area and all such persons shall exercise the greatest care when driving upon any play street.

Sec. 50-181. - Designation of traffic zones, through streets and other zones or areas; erection and installation of devices.

(a) The director of public works shall have the power to designate, lay off and indicate, with the approval of the city council, by appropriate signs and markings: Parking spaces and zones, no parking zones, limited parking zones, reserved parking zones, parking meter zones, zones in which vehicles shall be parked at an angle to the curb,

loading zones, safety zones, school zones, hospital zones, quiet zones, traffic zones other than the above, crosswalks, truck routes, through streets, stop streets and intersections, yield right-of-way intersections, one-way streets, streets to be laned for traffic, play streets, bus stops and taxicab stands. He shall also have the power to designate and indicate, with the approval of the city council, intersections at which traffic shall be controlled by traffic signals, intersections at which left turns and/or right turns and U-turns shall be prohibited, and intersections at which markers, buttons or other indications shall be placed to indicate the course to be traveled by vehicles traversing or turning at such intersections.

- (b) Whenever any designation is made in accord with this section, the director of public works shall erect and install such signs, markings, lines, signals and other traffic control devices as may be necessary to clearly indicate such designation and to put drivers of vehicles on notice of the restriction, limitation or prohibition resulting from such designation.
- (c) All designations made in accordance with this section shall be clearly shown and indicated on the official traffic control and regulation of parking signs, markings and other devices; schedule is on file in the office of the director of public works.

SECTION. If any provision of this ordinance or its application is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable.

SECTION. This Ordinance shall be effective upon its adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina on this ____ day of _____, 2023.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Brendan Shanahan, Project Division Manager	MEETING DATE:	June 1, 2023
AGENDA SECTION:	CONSENT	DEPARTMENT:	Engineering
TITLE OF ITEM:	Utility Extension Agreement for Brendan Shanahan, Project Divis		idential Development –
SUCCESTED MOTIO	N(S): I move that City Council an	prove the Resolution	authorizing the City

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with DHIC-Mastermind, LLC., the Hammond Family Trust, John Hammond and Betty Hammond, for the Mastermind Residential Development as presented and recommended by staff.

SUMMARY:

The Mastermind Residential Development located off Francis Road in Hendersonville proposes to extend the City's water and sewer systems to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water and sewer utility line extension processes and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

BUDGET IMPACT: \$0

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

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

PROJECT NUMBER: 22106

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement - Mastermind Residential Development

Map showing Mastermind Residential Development parcel

STATE OF NORTH CAROLINA COUNTY OF HENDERSON Prepared by and return to: Daniel Heyman, Staff Attorney, City of Hendersonville, in the City Box

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this ______ day of ______, 2023, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **DHIC – MASTERMIND, LLC**, a Delaware limited liability company, and **JOHN HAMMOND**, as Trustee of the **HAMMOND FAMILY TRUST** and **JOHN HAMMOND** and **BETTY HAMMOND**, all four of the foregoing hereinafter collectively referred to as "Developer,"

WITNESSETH:

THAT WHEREAS, JOHN HAMMOND, as Trustee of the HAMMOND FAMILY TRUST is the owner of, and is desirous of developing and improving, a tract of land situated in Henderson County, State of North Carolina, described as follows:

Consisting of +/- 11.72 acres, and being a portion of that property described in that deed recorded in Deed Book 3817 at page 216, Henderson County registry, and being all of Tract 1 as shown on that Plat recorded in Plat book 2023 at page 14720, Henderson County registry, and having a REID of 9967271, hereinafter referred to as the "Hammond Family Trust Property"; and

WHEREAS, JOHN HAMMOND and BETTY HAMMOND are the owners of, desirous of developing and improving, a tract of land situated in Henderson County, State of North Carolina, described as follows:

Consisting of +/- 1.04 acres, and being all of that property described in that deed recorded in Deed Book 3817 at page 161, Henderson County registry, and being all of Tract 2 as shown on that Plat recorded in Plat book 2023 at page 14720, Henderson County registry, and having a REID of 107193, hereinafter referred to as the "John and Betty Hammond Property"; the Hammond Family Trust Property and the John and Betty Hammond Property are hereinafter collectively referred to as the "Property";

WHEREAS, the Developer has submitted an application for the development of a project known as the Cottages at Mastermind (project number 22106); 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 +/- 25 lineal feet of 6" water line (DIP/CL 350) together will all meters, valves, and appurtenances, connecting to an existing 6" water main along Francis Road; and 2) and a Sanitary Service Extension consisting of +/- 1,600 lineal feet of 8" sewer line (SDR 35) together with 12 manholes and all other appurtenances, connecting to an existing 10" sewer main along Highland Square Drive, and being more particularly shown and described on those construction plans and specifications, dated March 31, 2023, prepared by Civil Design Concepts, PA a Civil Engineering firm, said plans being incorporated herein by reference. 1) and 2) collectively are collectively hereinafter referred to as the "New Infrastructure". It is understood and agreed that the New Infrastructure may be modified or amended from and after the date of this Agreement as may be required to meet the standards of the City of Hendersonville. As used herein, "New Infrastructure" shall be deemed to include any and all of any such modifications and amendments.; and

WHEREAS, the Developer has received zoning approval from the designated governing body for such development and improvement on the Property; and

WHEREAS, the Property is located within the City's municipal boundaries; and

WHEREAS, Developer desires to have the completed New Infrastructure connected to the City's municipal water system and/or sanitary sewer system and made an integral portion thereof; and

WHEREAS, the City will permit said system(s) to be connected to the municipal system(s) under the terms and conditions heretofore established and agreed upon between the parties and specifically in conformance with the requirements of the most recent extension policy, most recent water and sewer standard construction specifications and details, and the City's Code of Ordinances currently in force.

NOW, THEREFORE, in consideration of the mutual benefits which will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

- Developer shall, at Developer's own expense, employ a North Carolina registered and licensed professional engineer ("Engineer") to complete design and permitting of the proposed New Infrastructure in conformance with NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T(sanitary sewer), the City's water and sewer standard construction specifications and details, and the City water and/or sewer Master Plan(s).
- 2. Developer shall require the Engineer to submit plans, reports, technical specifications, fees, permit applications, and any other items as required and approvable by the City ("Required Documents"). The Engineer shall disclose all proposed changes in the approved construction plans to the City in writing. If proposed changes are deemed by the City to be "significant" in nature, the City may require the Engineer to resubmit plans for re-permitting. The determination of whether a change is deemed to be significant shall be in the sole and absolute discretion of the City, and the Developer agrees to be bound thereby. This will require written approval by the City prior to re-submitting to the permitting agency or before proceeding with changes, even if permitting agency re-submittal is not required. City approval of a utility extension is subject

to expiration should construction not be completed after a period of two years from the date of approval. Once the Required Documents have been approved by the City, they shall be deemed to be incorporated herein by reference as an amendment to this Agreement to indicate the Developers construction obligations under this Agreement.

- 3. The City will perform construction inspection during installation of the New Infrastructure and upon project completion submit written certification that the project was completed in accordance with the approved plans and specifications as required by NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule as of the date of this agreement. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified and accepted.
- 4. The Developer shall, at his or her own expense, furnish and transfer to the City all on-site and off-site easements, rights-of-way, and real property required for access to and perpetual maintenance and operation of the New Infrastructure and its appurtenances in accordance with the terms of this Agreement as provided herein below.

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

- 5. Developer shall convey to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.
- 6. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
- 7. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.
- 8. 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.

- 9. 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
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.

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- 16. 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.
- 17. 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).
- 18. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. With the execution hereof, Developer and City specifically agree that the New Infrastructure shall remain personal property, and shall not become a part of the real property, regardless of whether or not the New Infrastructure is permanently affixed to the real property comprising the Property.
- 19. 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.
- 20. 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.
- 21. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of final acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct

defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period. For purposes of this paragraph 21, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 23 hereinbelow.

- 22. 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.
- 23. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers. For the avoidance of doubt, "final acceptance" as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.
- 24. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
- 25. 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.
- 26. 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.

- 27. Developer is put on notice, and Developer agrees that, in the event that the meter boxes or cleanouts which are part of the New Infrastructure are installed, set, damaged, moved, or altered in any manner that requires the City to make repairs or adjustments to the meter boxes or cleanouts for their proper operation, or if the City has to perform any work, including but not limited to grading or removal of obstructions, to provide access to the City, Developer shall reimburse the City's full cost and expense incurred.
- 28. 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.
- 29. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.
- 30. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

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

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

[Signatures appear on the following page]

DEVELOPER: DHIC – MASTERMIND, LLC,		THE CITY OF HENDERSONVILLE		
a Delaware Limited Liability Compa	ny			
BY:	(SEAL)	BY:	(SEAL)	
(signature)			Connet, City Manager	
Printed name:				
Title:				
DEVELOPER: JOHN HAMMOND, as T HAMMOND FAMILY TRUST	Trustee of the			
BY:	(SEAL)			
(signature)				
DEVELOPER: JOHN HAMMOND				
ВҮ:	(SEAL)			
(signature)				
DEVELOPER: BETTY HAMMOND				
BY:	(SEAL)			
(signature)				
STATE OF		UNTY OF		
l,	, (printed r	name of notary) a Nota	ary Public of said County and State, do	
nereby certify that	, pi /+:+1	ersonally appeared bet	ore me this day, and being duly sworn, MIND, LLC, and that they executed and	
), LLC pursuant to the due authorization	
by DHIC – MASTERMIND, LLC and th			-	
WITNESS my hand and official seal, t	his	day of	, 20	

Notary Public Signature

(OFFICIAL SEAL)

STATE OF	COUNTY OF		
I,, (pr hereby certify that JOHN HAMMOND, perso they are the TRUSTEE for the HAMMOND FAN instrument on behalf of the HAMMOND FAN	nally appeared before me this d MILY TRUST, and that they exect	ay, and being duly sworn, stated that uted and acknowledged the foregoing	
WITNESS my hand and official seal, this	day of	, 20	
My commission expires			
Notary Public Signature	(OFFICIAL S	EAL)	
STATE OF	COUNTY OF		
I,, (pr hereby certify that JOHN HAMMOND and BE duly sworn, stated that they executed and a WITNESS my hand and official seal, this My commission expires	ETTY HAMMOND, personally approximation of the foregoing inst	peared before me this day, and being rument.	
Notary Public Signature	(OFFICIAL S	(OFFICIAL SEAL)	
STATE OF <u>NORTH CAROLINA</u> , COUNTY OF I,, (printed name of r hereby certify that John F. Connet, personal Manager of the City of Hendersonville, Nor instrument on behalf of the City of Henderson instrument is the act and deed of the City of	notary) a Notary Public in and fo lly appeared before me and, be th Carolina, and that he execut onville pursuant to order of the Hendersonville.	ing duly sworn, stated that he is City ted and acknowledged the foregoing City Council of said City and that the	
WITNESS my hand and official seal, this	day of	, 20	
My commission expires			

Notary Public Signature

(OFFICIAL SEAL)

Resolution # ____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH DHIC-MASTERMIND, LLC, THE HAMMOND FAMILY TRUST, JOHN HAMMOND AND BETTY HAMMOND FOR THE MASTERMIND RESIDENTIAL DEVELOPMENT

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

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

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

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

WHEREAS, DHIC-Mastermind, LLC, the "Developer" and The Hammond Family Trust, John Hammond and Betty Hammond, the "Owner", will enter into a Utility Extension Agreement with the City to provide water and sewer services to the Mastermind Residential Development.

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

- 1. The Utility Extension Agreement with DHIC-Mastermind, LLC, the "Developer" and The Hammond Family Trust, John Hammond and Betty Hammond, the "Owner" to provide water service to the Mastermind Residential Development is approved, as presented.
- 2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
- 3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of June 2023.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Section 5, Item M.

Approved as to form:

Angela S. Beeker, City Attorney



Z:\GIS\Water Sewer Dept\WS GIS Projects\Water Sewer Availability Maps

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CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Brendan Shanahan, Project Division Manager	MEETING DATE:	June 1, 2023	
AGENDA SECTION:	CONSENT	DEPARTMENT:	Engineering	
TITLE OF ITEM:	Utility Extension Agreement for Brendan Shanahan, Project Divis	U	Hilltop Subdivision	
SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City				

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Cool Creek, LLC., for the Carriage Park Hilltop Subdivision as presented and recommended by staff.

SUMMARY:

The Carriage Park Hilltop Subdivision located off Carriage Way Park Way 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: 23107

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement - Carriage Park Hilltop Subdivision

Map showing Carriage Park Hilltop Subdivision parcel

Resolution # ____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH COOL CREEK, LLC FOR THE CARRIAGE PARK HILLTOP SUBDIVISION

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

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

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

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

WHEREAS, Cool Creek, LLC, the "Developer" and "Owner", will enter into a Utility Extension Agreement with the City to provide water and sewer services to the Carriage Park Hilltop Subdivision.

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

- 1. The Utility Extension Agreement with Cool Creek, LLC, the "Developer" and "Owner" to provide water and sewer service to the Carriage Park Hilltop 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 June 2023.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

Carriage Park - Hilltop

ALELANES

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Section 5, Item N.

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ANOW

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Contraction of the second

Carriage Park - Hilltop PIN: 9650-20-0421 Mountain Home Fire District Fire Chief: Mahlon Hudgins

LEYLANE

CANYON LANE

Sewer Layers Gravity Main Public Gravity Main Public Force Main Proposed Gravity Main Abandoned Water Layers Fire Hydrants G City Fire Hydrant Water Main City Water Main Raw Water Main Private Fire Line Proposed Water Main Abandoned Water Main Road Layers

6'

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:\COH_ArcPro_Projects\Water_Sewer_Availability_Maps\Availability_Template_2020

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STATE OF NORTH CAROLINA COUNTY OF HENDERSON Prepared by and return to: Daniel Heyman, Staff Attorney, City of Hendersonville, in the City Box

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this _____ day of ______, 20____, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **COOL CREEK, LLC**, a North Carolina limited liability company, hereinafter referred to as the "Developer,"

WITNESSETH:

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

Consisting of +/- 8.08 acres, and being that real property described as "Tract 90 – [REID 10007001] (Knoll – Section 18)" in that deed recorded in Deed Book <u>3915</u> at page <u>558</u>, Henderson County registry, and being all of the property identified as "Tract B" as shown on that plat recorded in Plat Book 2021 at page 13140, hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as the Carriage Park Hilltop (project number 23107); 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 +/- 785 lineal feet of 6" water line (DIP/ CL 350), together with two hydrants and all other valves and appurtenances, connecting to an existing 8" water main along Carriage Park Way; and 2) a Sanitary Service Extension consisting of +/- 855 lineal feet of 8" sewer line (PVC/SDR 35), together with nine manholes and all other appurtenances, connecting to an existing 8" sewer main along Carriage Park Way, and being more particularly shown and described on those construction plans and specifications, dated April 17, 2023, prepared by Civil Design Concepts, P.A.

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a Civil Engineering firm, said plans being incorporated herein by reference. 1) and 2) collectively are collectively hereinafter referred to as the "New Infrastructure". It is understood and agreed that the New Infrastructure may be modified or amended from and after the date of this Agreement as may be required to meet the standards of the City of Hendersonville. As used herein, "New Infrastructure" shall be deemed to include any and all of any such modifications and amendments.; and

WHEREAS, the 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; and

WHEREAS, the City is not obligated to offer water or sanitary sewer service to property outside its corporate limits; and

WHEREAS, Developer desires to have the completed New Infrastructure connected to the City's municipal water system and/or sanitary sewer system and made an integral portion thereof; and

WHEREAS, the City will permit said system(s) to be connected to the municipal system(s) under the terms and conditions heretofore established and agreed upon between the parties and specifically in conformance with the requirements of the most recent extension policy, most recent water and sewer standard construction specifications and details, and the City's Code of Ordinances currently in force.

NOW, THEREFORE, in consideration of the mutual benefits which will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

- Developer shall, at Developer's own expense, employ a North Carolina registered and licensed professional engineer ("Engineer") to complete design and permitting of the proposed New Infrastructure in conformance with NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T(sanitary sewer), the City's water and sewer standard construction specifications and details, and the City water and/or sewer Master Plan(s).
- 2. Developer shall require the Engineer to submit plans, reports, technical specifications, fees, permit applications, and any other items as required and approvable by the City ("Required Documents"). The Engineer shall disclose all proposed changes in the approved construction plans to the City in writing. If proposed changes are deemed by the City to be "significant" in nature, the City may require the Engineer to resubmit plans for re-permitting. The determination of whether a change is deemed to be significant shall be in the sole and absolute discretion of the City, and the Developer agrees to be bound thereby. This will require written approval by the City prior to re-submitting to the permitting agency or before proceeding with changes, even if permitting agency re-submittal is not required. City approval of a utility extension is subject to expiration should construction not be completed after a period of two years from the date of approval. Once the Required Documents have been approved by the City, they shall be deemed to be incorporated herein by reference as an amendment to this Agreement to indicate the Developers construction obligations under this Agreement.
- 3. The City will perform construction inspection during installation of the New Infrastructure and upon project completion submit written certification that the project was completed in accordance with the approved plans

and specifications as required by NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule as of the date of this agreement. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified and accepted.

4. The Developer shall, at his or her own expense, furnish and transfer to the City all on-site and off-site easements, rights-of-way, and real property required for access to and perpetual maintenance and operation of the New Infrastructure and its appurtenances in accordance with the terms of this Agreement as provided herein below.

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

- 5. Developer shall convey to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.
- 6. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
- 7. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.
- 8. 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.
- 9. 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

- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.

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- 17. 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).
- 18. 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. 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.
- 19. 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.
- 20. 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.
- 21. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of final acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period. For purposes of this paragraph 21, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 23 hereinbelow.

- 22. 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.
- 23. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers. For the avoidance of doubt, "final acceptance" as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.
- 24. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
- 25. 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.
- 26. 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.
- 27. Developer is put on notice, and Developer agrees that, in the event that the meter boxes or cleanouts which are part of the New Infrastructure are installed, set, damaged, moved, or altered in any manner that requires the City to make repairs or adjustments to the meter boxes or cleanouts for their proper operation, or if the City has to perform any work, including but not limited to grading or removal of obstructions, to provide access to the City, Developer shall reimburse the City's full cost and expense incurred.
- 28. 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.

- 29. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.
- 30. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

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

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

DEVELOPER: COOL CREEK, LLC, a North Carolina Limited Liability Company

THE CITY OF HENDERSONVILLE

BY:	(SEAL)	BY:		(SEAL)
(signature)			. Connet, City Manager	
Print name:				
Title:				
STATE OF	со	UNTY OF		
I,	, pe ent on behalf o	ersonally appeared (title) for COOL CF ff COOL CREEK, LLC p	before me this day, and bei REEK, LLC, and that they pursuant to the due authoriz	ng duly sworn, executed and
WITNESS my hand and official seal, the				
My commission expires				
Notary Public Signature		(OFFIC	CIAL 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 AGENDA ITEM SUMMARY

SUBMITTER:	Adam Murr	MEETING DATE:	06/01/2023			
AGENDA SECTION:	NEW BUSINESS	DEPARTMENT:	Administration			
TITLE OF ITEM:	FY24 Special Appropriations – Adam Murr, Budget Manager					

SUGGESTED MOTION(S):

I move City Council approve the Fiscal Year 2023-2024 (FY24) special appropriations allocations as presented.

SUMMARY:

Each year, Council approves funding for services in partnership with local agencies. This agenda item is a placeholder for discussion and final decision on fiscal year 2023-2024 (FY24) special appropriation allocations for public services.

BUDGET IMPACT: \$130,000 discretionary funding, \$294,709 full funding

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

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

ATTACHMENTS: Special Appropriations Summary

Special Appropriation Requests - Discretionary Funding														
City Manager Appropriation Target						Council Recommendations								
City Manager Appropriation Target	φ 150,000				Do you		Do you		Do you		Do you		Do you	
Organization	FY24 Requests	Notes	Council Appropriation	Debbie Roundtree	serve on a board for this non- profit?	Lynusey	serve on a board for this non- profit?	Barbara Volk	serve on a board for this non- profit?	Jennifer Hensley	serve on a board for this non- profit?	Jerry Smith	serve on a board for this non- profit?	Category
Appropriation Available (25% of Budget)	32,500		(2,015)	-		(1,275)		-		8,500		(15,200)		
Arts Council of Henderson County, Inc.	1	Provide arts ed. to 200+ students, in Henderson Co. title1 schools. Renting classroom space, pay art teachers & supplies.	3,900	4,000	No	5,000	No	2,500	No	4,000	No	4,000	No	Education, Arts, Culture, & Recreation
Blue Ridge Literacy Council		Funds for mkting to recruit tutors; Provide tutoring to adults -learning materials: books, workbooks	4,700	5,000	No	7,000	Yes	3,500	No	4,000	No	4,000	No	Education, Arts, Culture, & Recreation
Boy's & Girl's Club of Henderson County		To support community service activities, fitness programs, life skills training, and education of at-risk youth.	6,860	15,000	No	-	No	10,300	No	4,000	No	5,000	No	Education, Arts, Culture, & Recreation
BRCC Educational Foundation, Inc.	i i i i i i i i i i i i i i i i i i i	No application submitted for FY24.	-	-	No	-	No	-	No	-	No	-	No	Education, Arts, Culture, & Recreation
Carolina Concert Choir		No application submitted for FY24.	-	-	No	-	No	-	No	-	No	-	No	Education, Arts, Culture, & Recreation
Flat Rock Playhouse (Vagabond School)	, · · ·	Theater Arts Education Program: supplies, technology, costumes, and equipment.	800	-	No	-	No	-	No	-	No	4,000	No	Education, Arts, Culture, & Recreation
Henderson County Education Foundation		Muddy Sneakers program for 5th graders' experiential outdoors learning opportunity.	5,065	4,250	No	8,075	No	4,000	No	4,000	No	5,000	No	Education, Arts, Culture, & Recreation
Henderson County Education Initiative	,	Funds will be used to digitize historical information about the HC education system.	300	-	No	-	No	500	No	-	No	1,000	No	Education, Arts, Culture, & Recreation
Henderson County Heritage Museum		Anne Ridings message from 02/24/22 - nonprofit not applying for FY23 funding.	-	-	No	-	No No	-	No No	-	No	-	No No	Education, Arts, Culture, & Recreation
Henderson County NAACP - CDL Training		Partnership w/ UNCA to provide CDL training/education and job preparation.	-	-	NO	-		-		-	No	-		Education, Arts, Culture, & Recreation
Henderson County NAACP - Medical Training		Partnership w/ Pardee Foundation and BRCC to provide medical training/education opportunities.	5,890	4,250	No	10,200	No	5,000	No	5,000	No	5,000	No	Education, Arts, Culture, & Recreation
Hendersonville Community Theatre	· · · · · · · · · · · · · · · · · · ·	Funding will be used for exterior façade renovations costs.	1,400	-	No No	-	No No	-	No No	-	No No	7,000	No No	Education, Arts, Culture, & Recreation
Hendersonville Shuffleboard Club Hendersonville Sister Cities, Inc. (HSC)		Purchase equipment for recreational opportunities and maintain facilities. No application for FY24	1,200	-	No	-	No	1,200	No	1,000	No	1,200	NO	Education, Arts, Culture, & Recreation Education, Arts, Culture, & Recreation
, , , ,		1No application for FY 24 3rd and 6th grade orchestra education concerts.	800	-	No No	-	No No	- 1,000	No No	- 500	No No	- 2,500	No No	Education, Arts, Culture, & Recreation Education, Arts, Culture, & Recreation
Hendersonville Symphony - Second Series Hendersonville Symphony - Youth Education	· · · · · · · · · · · · · · · · · · ·	1 and 6th grade orchestra education concerts. Facility and production costs for orchestra grades 9-12.	800 700	-	No No	-	No No	1,000	No No	500	No No	2,500	No No	Education, Arts, Culture, & Recreation Education, Arts, Culture, & Recreation
Latino Advocacy Coalition		Pracinty and production costs for orchestra grades 9-12. Bi-lingual education for Latino members of the community. Summer camp for 25 Latino youth.	700	-	No	_	No	1,000	No No	- 500	No	2,500	No No	Education, Arts, Culture, & Recreation
		Educational materials for school tours of the museum.	900	-	No	_	No	2,000	No	500	No	2,000	No	Education, Arts, Culture, & Recreation
Mineral & Lapidary Museum Team ECCO	3,500		1,600	-	No	3,500	No	2,000	No	500	No	2,000	No	Education, Arts, Culture, & Recreation
The Art & Inspiration Center	- ,	Jeanie Linders message from 03/10/22 but no application submitted for FY23.	1,000	-	No	-	No	1,500	No	500	No	2,500	No	Education, Arts, Culture, & Recreation
Western North Carolina Air Museum		Fund to create exhibits and help refurbish airplanes	400		No		No		No		No	2.000	No	Education, Arts, Culture, & Recreation
Sub-Total	119,465	1 und o create cambis and nep retarion an planes	34,515	32,500		33,775	.10	32,500	.10	24.000	.10	47,700		Education, Arts, Culture, & Recreation
					1 1	1 / 1		,		,		.,		
Appropriation Available (75% of Budget)	97,500	Devide 0.1 beneficial estimated and the bandware estimates are behaviored by the demonstration	(3,072)	-	N-	(760)	No	-	N-	-	N-	18,500	No	Life Quality and Economic Somicas
Blue Ridge Community Health Services	10,000		10,000	20,000	No No	10,000	No	10,000	No No	10,000	No No	10,000	NO	Life Quality and Economic Services
Blue Ridge Humane Chamber of Commerce	· · · · · · · · · · · · · · · · · · ·	Spay/neuter programing for residents of HVL - assists low income familities and mitigates stray animal externalities. No application submitted for FY24.	5,000	-	No	2,500	No	3,000	No	3,000	No	3,000	NO NO	Life Quality and Economic Services Life Quality and Economic Services
		Provide funding for staff performing developmental screenings for children ages 3-5.	10,000	- 25,000	No	- 10,000	No	- 7,500	No	- 7,500	No	- 10,000	No	Life Quality and Economic Services
Children & Family Resource Center Henderson County Council on Aging	· · · · · · · · · · · · · · · · · · ·	Full funding would provide 7 city residents home-delivered meals for an entire year. \$8.50/meal*1,983 meals = \$16,860.	10,000	10.860	No	16,860	No	15,000	No	15.000	No	15,000	No	Life Quality and Economic Services
Henderson County Young Leaders (Camplify)	· · · · · · · · · · · · · · · · · · ·	Funds will be used for 4 Counselors-in-Training, overright summer camp, and weekend camp. The amount can fully fund 10 campers.	2,200	3,500	No	2,500	Yes	13,000	No	15,000	No	2,000	No	Life Quality and Economic Services
Interfaith Assistance Ministry - Rent Asst.	· · · · · · · · · · · · · · · · · · ·	Crisis Services = food and housing assistance.	17,000	15,000	No	10,000	No	20,000	No	20,000	No	5,000	No	Life Quality and Economic Services
Mayor's Advocacy Council	· · · · · · · · · · · · · · · · · · ·	No application submitted for FY24.	17,000	-	No	-	No	20,000	No	20,000	No	5,000	No	Life Quality and Economic Services
Medical Loan Closet of Henderson County		Preparation and maintenance on medical equipment offered to in-need members of the community.	3,000		No	_	No		No		No	2,000	No	Life Quality and Economic Services
Only Hope WNC	10,000		9,700	15,000	No	7,500	No	8,000	No	8,000	No	10,000	No	Life Quality and Economic Services
Pisgah Legal Services - Domestic Violence	1	Legal support or victims of domestic violence matched by federal grant from the NC Governor's Crime Commission.	2,200	-	No	5,000	No	2,500	No	2,500	No	1,000	No	Life Quality and Economic Services
Pisgah Legal Services - Homeless Prevention	1	Legal support for low-income residents matched by federal grant from the NC Governor's Crime Commission.	2,200	-	No	5,000	No	2,500	No	2,500	No	1,000	No	Life Quality and Economic Services
Safelight, Inc.	· · · · · · · · · · · · · · · · · · ·	Job training program for survivors of interpersonal violence for economic empowerment & independence.	6,828	8,140	No	5,000	No	10,000	No	10,000	No	1,000	No	Life Quality and Economic Services
St. Gerard House		Event support for special needs children and families, including meals, education, and childcare.	6,900	-	No	6,900	No	5,000	No	5,000	No	6,000	No	Life Quality and Economic Services
The Mediation Center		Funding for Community Mediation Coordinator.	1,600	-	No	2,000	No	2,000	No	2,000	No	2,000	No	Life Quality and Economic Services
Thrive		Funds will support Coordinated Entry staff to aid residents at risk of losing housing.	7,200	-	No	10,000	No	8,000	No	8,000	No	10,000	No	Life Quality and Economic Services
True Ridge	10,000		2,200	-	No	5,000	No	2,500	No	2,500	No	1,000	No	Life Quality and Economic Services
Sub-Total	266,260		100,572	97,500		98,260		97,500		97,500		79,000		
			10-00-											
Total	385,725		135,087	\$ 130,000		\$ 132,035		\$ 130,000		\$ 121,500		\$ 126,700		
		Special Appropriation Requests - Full Funding					Cou	ncil Recom	mendat	ions				
					Do you		Do you		Do you		Do you		Do you	
Organization	FY24 Requests	Notes	Council	Debbie	serve on a board for	Lynusey	serve on a board for	Barbara	serve on a board for	Jennifer	serve on a board for	Jerry Smith	serve on a board for	Category
orgunization	112 Hoquests		Appropriation	Roundtree	this non-		this non-	Volk	this non-	Hensley	this non-	venij billu	this non-	Cardgory
Agribusiness Henderson County (AgHC)	5 000	Promote economic growth in agribusiness through recruitment and retention.	5,000	5,000	profit? No	5,000	profit? No	5,000	profit? No	5,000	profit? No	5,000	profit? No	Full Funding
Hand On! - A Child's Gallery		No application submitted for FY24	5,000	5,000	No	5,000	No	5,000	No	5,000	No	5,000	No	Full Funding
Henderson County Economic Investment Fund		Economic development support and programming.	50,000	50,000	No	50,000	No	50,000	No	50,000	No	50,000	No	Full Funding
Henderson County Partnership for Econ. Dev.		Economic development support and programming.	25,000	25,000	No	25,000	No	25,000	No	25,000	No	25,000	No	Full Funding
Henderson County Planning Department		Hendersonville to fund 50% of operational cost for City riders.	102,709	102,709	No	102,709	No	102,709	No	102,709	No	102,709	No	Full Funding
		Aid and assist in case of disaster or accident.	15,000	15,000		15,000	No	15,000	No	15,000	No	15,000	No	Full Funding
Henderson County Rescue Squad		Water bills and water repairs	15,000	15,000	1 1	15,000	No	15,000	No	15,000	No	15,000		Full Funding
Henderson County Rescue Squad Interfaith Assistance Ministry	15.000													
Interfaith Assistance Ministry		*			No	E	No	1	No		No	· · · · · ·		0
Interfaith Assistance Ministry Merchant's and Business Association	2,000	To provide enhanced quality parades.	2,000	2,000 80,000	No	2,000		2,000 80.000		2,000 80,000		2,000 80,000	No	Full Funding
Interfaith Assistance Ministry	2,000	*	2,000 80,000	2,000	No	2,000	No	2,000	No	2,000	No No	2,000	No	5

PROCLAMATION POLLINATOR MONTH

City of Hendersonville, North Carolina

WHEREAS, pollinators such as bees and the Monarch butterfly are essential partners in producing much of our food supply and maintaining a healthy, diverse ecosystem with many species critical to the existence of humankind; and

WHEREAS, the City of Hendersonville is deeply concerned about the decline of the Monarch butterfly population due to the eastern population having fallen by as much as ninety percent due in part to summer breeding habitat loss; and

WHEREAS, the City of Hendersonville and surrounding communities have a critical role to play to help protect, preserve, and save the Monarch butterfly and other pollinators through public and private action and by educating residents about their cultural significance to ensure a sustainable environment; and

WHEREAS, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and

WHEREAS, the City of Hendersonville recognizes the importance of creating Monarch, bee, and other pollinator habitats at parks, gardens and other green spaces, that every member of our community can equally enjoy; and

WHEREAS, the City of Hendersonville Core Values and Beliefs states that environmental sustainability is critical to preserving the community for future generations; and

WHEREAS, the City of Hendersonville provides recommendations to developers and all residents regarding landscaping to promote wise conservation stewardship, including the protection of pollinators and maintenance of their habitats; and

WHEREAS, the City of Hendersonville is aware that when local governments speak up and take action, our communities notice.

NOW, THEREFORE, I, Barbara G. Volk, Mayor of the City of Hendersonville, and an affiliate of Bee City USA®, do urge all citizens to recognize the observance of Pollinator Month and commit to help restore habitat for the Monarch butterfly, bees, and other pollinators within the City of Hendersonville and encourage our residents to do the same.

PROCLAIMED this 1st day of June, 2023.

Seal

Barbara G. Volk, Mayor City of Hendersonville

Attest: _

Jill Murray, City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:John ConnetMEETING DATE: 6/1/2023AGENDA SECTION:PRESENTATIONDEPARTMENT:Administration

TITLE OF ITEM: Hands On! A Child's Gallery Funding Request – Joseph Knight, CEO

SUGGESTED MOTION(S):

I move that the City Council allocate \$42,000 to support the Hands On! A Child's Gallery, People's Museum and Walk of Fame.

SUMMARY:

Joseph Knight is requesting continued City support for the People's Museum and Walk of Fame.

BUDGET IMPACT: \$ 42,000

Is this expenditure approved in the current fiscal year budget? No

If no, describe how it will be funded. Funding will have to be added to the 2023-24 Budget

ATTACHMENTS:

Contract

NORTH CAROLINA CITY OF HENDERSONVILLE

NONPROFIT FUNDING AGREEMENT HANDS ON!- A CHILD'S GALLERY

This Agreement made and entered into the $\cancel{10}$ day of March by and between City of Hendersonville, North Carolina, hereinafter referred to as the "CITY", and **Hands On! – A Child's Gallery**, a North Carolina nonprofit corporation; hereinafter referred to as the "HANDS ON!".

WHEREAS, the CITY is authorized by N.C.G.S. § 160A-488 to establish and support museums, art galleries or arts centers, so long as the facility is open to the public; and

WHEREAS, HANDS ON! is a North Carolina nonprofit corporation, currently operating a children's museum and gallery in Hendersonville, NC; and

WHEREAS, HANDS ON! leases Unit 1 of Rosdon Mall Condominium, being more particularly described in that deed recorded in Deed Book 1321 at Page 354 of the Henderson County Registry, hereinafter "Unit 1," from the owner, Love in North Carolina, LLC, a North Carolina limited liability company, pursuant to a lease having a 99 year term, to expire June 30, 2117, excluding options to renew, a Memorandum of Lease being recorded in Deed Book 3220 at page 291 of the Henderson County Registry; and

WHEREAS, HANDS ON! presented the CITY with a proposal whereby HANDS ON! would dedicate a portion of Unit 1 to the development and operation of the People's Museum and Walk of Fame, A Cultural History of Henderson County, hereinafter the "PMWF," a new division of HANDS ON!, which, when finished, would promote and celebrate the diversity and the unique culture and history of all of the people of the City of Hendersonville and Henderson County with a focus on African American heritage, and would be open to the public for no admission charge, both in exchange for the CITY'S agreement to assist with funding for the PMWF; and

WHEREAS, on January 7, 2021, at its regular meeting, the CITY, through its City Council, approved certain funding for the PMWF, and authorized the City Manager to enter into an agreement with HANDS ON! consistent with the action of the City Council on January 7, 2021, to govern the terms under which the City Council would provide funding to HANDS ON! in exchange for HANDS ON!'s development and operation of the PMWF;

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

- 1. The Whereas clauses are incorporated herein by reference as an integral part of this Agreement.
- 2. This Agreement shall be effective as of the date first written hereinabove, and shall terminate on June 30, 2026, unless soon terminated as allowed herein below.
- 3. HANDS ON! shall proceed in good faith and with due diligence to plan, design, develop and construct the PMWF in Unit 1 in accordance with the concept plan shown on Exhibit A, attached hereto and incorporated by reference. It is understood and agreed that the concept plan serves only as general guidance for the design and construction of the PMWF; however, the PMWF shall consist of a minimum of 800 square dedicated to the public display of exhibits and educational information concerning the diversity and the unique culture and history of all of the people of the City of Hendersonville and Henderson County with a focus on African American heritage and the

Hendersonville Walk of Fame, and shall be located in the storefront portion of Unit 1 as shown on Exhibit A.

- 4. HANDS ON! shall complete the design, development and construction of the PMWF no later than June 30, 2023. Once completed, HANDS ON! shall continue to operate the PMWF in good faith and with due diligence, in compliance with the terms of this Agreement for Contract Years 1 and 2 (the duration of Contract Years 1 and 2 being as specified in Paragraph 8 below), and for each of Contract Years 3, 4 and 5 for which HANDS ON! receives funding from the CITY in accordance with Paragraph 11 below.
- 5. Within 45 days of the execution of this Agreement, HANDS ON! shall submit to the City Manager for approval a proposed detailed design, development and construction schedule, that will demonstrate to the satisfaction of the City Manager that the PMWF can be completed by June 30, 2023.
- 6. Within 45 days of the execution of this Agreement, HANDS ON! shall submit a detailed project budget, including estimated costs for the design, development and construction of the PMWF, and including projected revenue sources, that together demonstrate to the satisfaction of the City Manager that adequate funding will be available to HANDS ON! to complete the design, development and construction of the PMWF by June 30, 2023.
- 7. Within 45 days of the execution of this Agreement, HANDS ON! shall provide to the City Manager its stated goals and objectives for the PMWF during the terms of this Agreement.
- 8. HANDS ON! shall plan, design, develop, construct and operate the PMWF in accordance with the terms and conditions provided in this Agreement. Provided HANDS ON! is in compliance with the terms of this Agreement, the CITY agrees to provide the following funds to HANDS ON!:

Contract Year	Funding Date	Amount	Purpose
Year 1: the effective date of this Agreement through June 30, 2022.	On or before February 28, 2021	\$78,000.00	 \$39,000 to be used for the specific purpose of paying rent for Unit one and for no other purpose. \$39,000 to be used for direct costs for the design, development and construction of the PWMF within Unit 1 and for no other purpose.
Year 2: July 1, 2022-June 30, 2023	On or before July 31, 2022	\$42,000.00	For the specific purpose of paying rent for Unit 1 and for no other purpose.

- 9. HANDS ON! shall develop the content for the public exhibits, displays and educational component of the PMWF in consultation with community resources and community leaders including, but not limited to, members of the African American community.
- 10. Not later than May 31, 2022, and annually by May 31st of each year that this Agreement is in effect, HANDS ON! shall submit a written report to the City Council indicating the progress that has been

Hands On! – A Child's Gallery, People's Museum and Walk of Fame Funding Agreement 2 | P a g e

made towards the design, development and construction of the PMWF in Unit 1. The written report shall contain, at a minimum, progress made towards completing the milestones identified on the schedule submitted to the City Manager, whether the PMWF is on budget, the specific fundraising efforts that have been made to generate private donations to support the PMWF, and the amount of funds generated from private donations, grants and other funding sources, in addition to City funds, to support the PMWF.

- 11. Annually, the City Council will consider granting additional funding to HANDS ON! for Years 3, 4 and 5 of this Agreement on a per year basis, to be used for the specific purpose of paying the rent for Unit 1, in exchange for HANDS ON!'s continued operation of the PMWF for another fiscal year. Funding for each of Contract Years 3, 4 and 5, shown in the table below, will be approved if HANDS ON! satisfactorily demonstrates to City Council the following through its annual report, due by May 31st of each Contract Year:
 - a. That the PMWF has been completed;
 - b. That the PMWF is being operated and maintained by HANDS ON! in accordance with the standards for operating and maintain a museum exhibit of comparable size within a fifty (50) mile radius of the PMWF;
 - c. That HANDS ON!'s stated goals and objectives are being met;
 - d. That there is community support for the continued operation of the PMWF for another fiscal year as demonstrated through ongoing community fund raising, private donations, volunteer efforts and visits by the public; and
 - e. That with the requested funding from the CITY, HANDS ON! will have the staffing and resources to sustain another year's operation of the PMWF in Unit 1.

Contract Year	Funding Date	Amount	Purpose
Year 3: July 1, 2023-June 30, 2024	If approved by City Council on or before June 30, 2023, to be paid on or before July 31, 2023	\$42,000.00	For the specific purpose of paying rent for Unit 1 and for no other purpose.
Year 4: July 1, 2024-June 30, 2025	If approved by City Council on or before June 30, 2024, to be paid on or before July 31, 2024	\$42,000.00	For the specific purpose of paying rent for Unit 1 and for no other purpose.
Year 5: July 1, 2025 - June 30, 2026.	If approved by City Council on or before June 30, 2025, to be paid on or before July 31, 2025	\$42,000.00	For the specific purpose of paying rent for Unit 1 and for no other purpose.

It is understood and agreed that, if approved by City Council, funding for Contract Years 3, 4 and 5 will be approved on or before the start of the Contract Year, and will be paid in advance in exchange for the continued operation of the PMWF during Contract Year. Funding for a particular Contract Year shall not be paid retroactively. As an example, if City Council did not approve funding for Contract Year 4 on or before July 1, 2024, City Council could not later approve funding for Contract Year 4 at the end of Contract Year 4 and pay it retroactively for Contract Year 4.

HANDS ON! shall have the right to request funding under the terms of this Agreement for Contract Years 3, 4 and 5, regardless of whether they receive funding for a particular prior year. As an example, if City Council did not approve funding for Contract Year 3, HANDS ON! could still request funding for Contract Year 4.

- 12. While this Agreement is in effect, regardless of whether funding is received for a particular Contract Year or not, HANDS ON! shall also provide the following services to the CITY:
 - a. HANDS ON! shall allow the CITY to install and maintain equipment necessary to establish a public WI-FI connection HUB.
 - b. HANDS ON! shall allow the CITY, at no additional cost, to reserve, use and host up to FIVE (5) small public events per calendar year within the confines of the exhibit galleries of HANDS ON! which includes the PMWF. The CITY shall provide written notice to HANDS ON! a minimum of fifteen days prior to any such small public event. To the extent allowed by law, the CITY shall indemnify and hold harmless HANDS ON! for any claims or damage associated with such use by the CITY.
- 13. If HANDS ON! violates any of the provisions of this Agreement, the CITY may terminate this Agreement (upon 30 days written notice to HANDS ON!). In such event, all unexpended funds at the time of such termination, whether held by HANDS ON! or the CITY, shall be the property of and be returned to (or remain with) the CITY. It is specifically understood and agreement by the parties hereto that a default under the terms of the Lease by HANDS ON! shall be considered a default and noncompliance with this Agreement.
- 14. HANDS ON! shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the CITY.
- 15. In connection with the performance of this Agreement, HANDS ON! shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
- 16. HANDS ON! shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.
- 17. HANDS ON! shall provide an accounting of CITY funds to the CITY to demonstrate the funds allocated to HANDS ON! have been used for the purpose(s) specified herein. The accounting report shall be submitted to the CITY by July 31st of each year that this Agreement is in effect. Further, the CITY shall be entitled to audit HANDS ON!'s expenditure of CITY funds at the CITY's discretion. Any excess funds

or funds not used for the expressed purpose(s) stated herein must be returned to the CITY within thirty (30) days of the CITY's request for said funds.

- 18. The CITY shall be entitled to conduct an evaluation at any time of HANDS ON!'s programs and activities particularly as it relates to the accomplishments of established goals and objectives of the PMWF.
- 19. All books and records shall be maintained by HANDS ON! for a period of at least three years from the day of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of HANDS ON!.
- 20. The City is in no way responsible for the administration and supervision of HANDS ON!'s Officers, Board of Directors and membership, or employees, which persons it is agreed, are not Officers, employees, or agents of the CITY.
- 21. As a condition of payment for services rendered under any agreement HANDS ON! has with City of Hendersonville, HANDS ON! must comply with requirements of Article 2 Chapter 64 of the North Carolina General Statutes. Further, if HANDS ON! provides services to City of Hendersonville utilizing a subcontractor, HANDS ON! shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 the General Statutes as well. HANDS ON! shall verify, by affidavit, compliance of the terms of this section upon request by City of Hendersonville.
- 22. HANDS ON! certifies that, as of the date of this agreement, it is not listed on the Fiscal Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58.
- 23. The Agreement may only amended in writing as mutually agreed upon by between the CITY and HANDS ON!.
- 24. Notwithstanding any provision of this Agreement, no provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the CITY within the meaning of the constitution of the State. No provision of this Agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the CITY within the meaning of the constitution of the State. This Agreement shall not directly or indirectly or contingently obligate the CITY to make any payments beyond those appropriated in the sole discretion of the CITY for any Fiscal Year in which this Agreement is in effect. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the CITY's money. To the extent of any conflict between this paragraph and any other provision of this Agreement this paragraph shall take priority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

Myer 3-16-2021 ANGELA L. REECE Dated

CITY CLERK

CITY OF HENDERSONVILLE

MANAGER

Hands On! – A Child's Gallery, People's Museum and Walk of Fame Funding Agreement 5 | P a g e

HANDS ON! - A CHILD'S GALLERY,

03-10-21 BY: AUTHORIZED SIGNATURE Dated

PRINTED NAME: Joseph C. Knight

TITLE: Executive Director

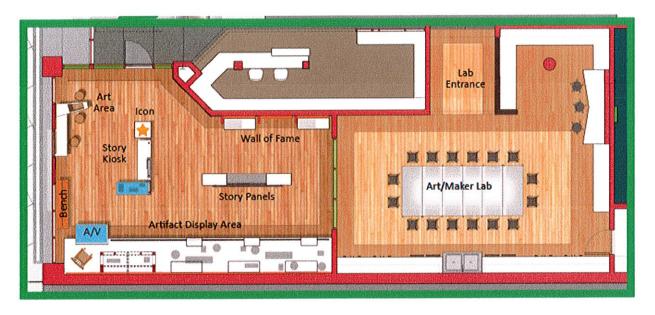
This Agreement has been pre-audited in the manner required By the Local Government Budget and Fiscal Control Act.

3/16/21

JOHN BUCHANAN City Finance Director

Dated

EXHIBIT A CONCEPT PLAN



The Peoples' Museum and Walk of Fame will consist of a minimum of 800 square feet, with the potential to expand into the Art/Maker Lab space.





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Adam Murr	MEETING DATE:	06/01/2023
AGENDA SECTION:	PUBLIC HEARING	DEPARTMENT:	Administration
TITLE OF ITEM:	Budget Adoption FY24 – John Co		

SUGGESTED MOTION(S):

I move to adopt the Fiscal Year 2023-2024 Budget Ordinance, Capital Reserve Fund Ordinance, Resolution of Intent to Follow the CIP and Rate Schedule, Resolution Authorizing Increase in Micro-Purchase Threshold, Capital Project Ordinance (CPO) #VE024, and Reimbursement Resolution for CPO #VE024 as presented.

SUMMARY:

This item contains the City Manager's recommended budget for the City of Hendersonville for fiscal year 2023-2024 (FY24). The recommended budget is balanced in accordance with G.S. 159-8. The budget document, its preparation, and adoption express the basic political values of the City. The Local Government Budget and Fiscal Control Act (LGBFCA) requires mandatory dates at which certain processes must be completed per G.S. 159-10-13. The annual budget ordinance may be amended any time after its official adoption; however, amendments cannot increase or decrease the tax levy or alter a taxpayer's liability unless the City is ordered to do so by a court of competent jurisdiction, or by a State agency having the power to compel the levy of taxes. Appropriations between departments or division with one fund, other than salaries, including contingency appropriations, may be transferred therein by the City Manager as long as the original total appropriated balance for the funds is not changed.

The budget ordinance as proposed also adopts the City's fee schedule for FY24 - which includes, among other fees, amended stormwater fees implemented as part of the stormwater utility.

Upon adoption of a budget for FY24, a final approved budget document will be compiled, posted on the City website, and furnished in the office of the City Clerk, City Manager, and Finance Officer.

BUDGET IMPACT: N/A

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

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

ATTACHMENTS: FY24 Budget FY24 Notice of Public Hearing

City of Hendersonville, Section 7, Item A.



Recommended Budget FY2023-202

Section 7, Item A.

Vision Statement

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

Mission Statement

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

About the Cover

"Thriving in the Garden"

Sponsor(s): Homestead, Moe's Original Bar B Que, RE/MAX Results, Sherman's Sports and Army Store, Looking Glass Realty

Artists: Amy Weinsoff and Diana Levenson

To Benefit: Thrive

Auction Date: October 21, 2023

Bearfootin' Public Art

Started in 2003, Bearfootin' was created as a fun way to raise money for local charities, while displaying colorful artwork along the downtown sidewalks. A yearly event, the public display of art begins every April and continues through October. Local artists create unique and beautiful artwork, made of fiberglass and hand painted, and every year the new art display is unveiled for exhibition in the spring.

The Bearfootin' Public Art Walk has consistently brought joy to visitors of Historic Downtown Hendersonville while raising a considerable amount of money for local charities and art in Historic Downtown. Sponsored by downtown businesses, each year has a different theme. While most of the years have been bears, there have been several that were other animals. In 2009, it was the year of goats.

Each work is unique and creative, with their personal theme. They are displayed along the sidewalks throughout Main Street and 7th Avenue in Downtown Hendersonville, and can be viewed at any time of the day or night.

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Preface

No other aspect of public administration has undergone as much reform or been the focus of attention for political leaders, mayors to presidents, as the annual budget. The budget document and its preparation and adoption express the basic political values of a government. Budgets reflect the negotiations and compromises undergone during the continuous process of budget adoption. They define government's economic and political role in a community, guiding, sanctioning, and limiting administrative action. Budgets not only represent plans for the future, they also mold that future by the policies they contain. A good budget establishes a vision for its respective community and communicates, with utmost transparency, the vision for the future.

The budget document is a tool for maintaining financial accountability. Yet as its preparation has evolved, it has become a forum for establishing strategic goals and performance expectations. The resulting budget has become the public record of a community dialogue for improving organizational performance and management oversight. These attributes demand accountability from administrators and policy makers alike. The budget's quality is dependent upon the quality of input provided throughout the budgeting process.

As the City of Hendersonville continues to advance its organizational excellence and budgetary practices, ultimately making the leap from a good organization to a great one, it will be mindful of the role of public budgeting. Providing a transparent document, setting policy and providing accountability will be common practice in this City. The most successful cities are helping citizens, customer, and partners discover budget linkages. Our City will provide the tools necessary to not only decipher this important document but also participate in its conception. This practice is not an accomplishment easily achieved however, by acknowledging the criteria and goals the City of Hendersonville continues its pursuit of exemplary budget practices.

Section 7, Item A.

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Section 7, Item A.

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The purpose of the *Budget Guide* is to introduce readers to the budget document and processes, assisting in the reader's understanding of the information contained throughout. The Local Government Budget and Fiscal Control Act (LGBFCA) defines the annual budget as "a proposed plan for raising and spending money for specified programs, functions, activities, or objectives during a fiscal year" [NCGS §159-7(b)(1)]. The *Budget Guide* will briefly describe the sections contained within the budget document, explain the budget process, clarify how to read charts and graphs, and interpret numbers, as well as how to understand the effects of inflation. Note that sample charts and tables do not reflect accurate financial information for the City of Hendersonville.



The Budget Document

This annual budget provides local officials an opportunity to review and evaluate programs and services. During most of the year, local officials are hard pressed to maintain day-to-day duties and may not have time to evaluate how efficiently and effectively a particular program is achieving its established goals. Even if no changes are made, the City of Hendersonville benefits from the overview of programs and enhances perspective for decisions that must be made every day. The budget document submitted for fiscal year 2023-2024 (FY24) will consist of six (6) major sections: Introduction and Guide, Budget Message, Budget Ordinances and Resolutions, Fee Schedule, Capital Improvement Plan (CIP), and Pay and Classification Schedule.

Budget Message & Ordinance

The Budget Message is a letter from the City Manager to the City Council that provides an overview of the upcoming fiscal year budget and how it fits with the City Council's priorities. This message should introduce and summarize the budget document, including issues facing the development of the budget, significant budgetary items and trends, and the budgetary effect on short and long-term plans. NCGS §159-11(b) states that the message should include the following:

- A concise explanation of goals set by the budget for the budget year.
- Important features of the activities anticipated by the budget.
- Reasons for changes from the previous year in goals, programs, and appropriation levels.
- Major changes in fiscal policy.

Budget Ordinance & Resolutions

The Budget Ordinance is a statute, legally adopted by the City Council to set spending limits for the coming fiscal year, which runs from July 1 to June 30. The Budget Ordinance also establishes the Capital Improvement Plan, Pay and Classification Schedule, and Fee Schedule set for the coming fiscal year. Additionally, the City adopts a variety of ordinances and resolutions to establish capital reserve funds, capital and grant project ordinances, and resolutions of intent to follow future fee schedules and future CIP schedules.

Fee Schedule

The Fee Schedule is a legally adopted schedule listing specific fees, licenses, and utility rates charged by the City of Hendersonville for the use of City facilities and equipment for the purposes of making them available to public, specific utility rates the proceeds of which are for the maintenance and expansion of its utility systems, the reproduction of public records and other miscellaneous services to cover the actual cost of producing these documents and information under the provision of NCGS §132-6.2, and other various fees associated with enhanced direct services provided by the City.

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Capital Improvement Plan (CIP)

A Capital Improvement Plan (CIP) is the central planning tool for capital projects and acquisitions. The CIP is a multiyear forecast detailing major capital infrastructure and equipment needs, appropriations needed to satisfy needs, sources of financing for specified projects, and the impacts of projects on the organization. The CIP is reevaluated annually, and the document changes as project timelines come closer to execution.

Pay & Classification Schedule

The Pay & Classification Schedule (Pay & Class) section contains the listing of all approved City positions and respective salary ranges. Salary ranges detail each grade's minimum, probationary completion, midpoint, and maximum salary. This schedule is considered, revised, and adopted annually. The City of Hendersonville periodically receives recommendations from expert consulting firms on the pay & class schedule. The City's most recent pay & class recommendations were received in FY22 and was fully implemented with the FY23 annual budget. In FY24, the City is proving a 3.0% cost-of-living adjustment (COLA), which also increases all pay grade minimums, mid-points, and maximums by 3.0%.

3

The Budget Process

In accordance with the Local Government Budget and Fiscal Control Act (LGBFCA), the budget document for the fiscal year ending June 30, 2023, meets the balanced budget and inclusiveness requirements.

The inclusiveness requirement means the City may only spend moneys that have been budgeted [NCGS §159-8(a)].

The balanced budget requirement means that any budget ordinance, project ordinance, financial plan, or internal service fund must balance. NCGS §159-8(a) states "budget ordinance is balanced when the sum of estimated net revenues and appropriated fund balances is equal to appropriations."

A legal limit on the budget document includes NCGS §159-15, addressing a local government's ability to set a property tax levy and the regulations regarding that levy. Whether the budget is used primarily as a planning vehicle, or as a means of reaching political agreement about budgetary policies, the document adheres to the three legal limits listed above and follows a process provided by the LGBFCA.

There are three general stages of budget preparation and enactment including: (1) departmental formulation of expenditure requests and revenue estimates, (2) preparation of a recommended budget document by the budget officer, and (3) review and enactment of the annual budget ordinance by the respective governing body.

At the start of the budgeting process, it is common for the budget officer to produce a budget calendar, detailing the dates by which each stage in the annual budget process is to be completed. The LGBFCA requires mandatory dates at which certain processes must be completed [NCGS §159-10-13]. Departmental requests must be submitted to the budget officer before April 30. A recommended budget must be given to the governing body no later than June 1, and the governing body must enact the budget ordinance at the start of the fiscal year, July 1.

City of Hendersonville Budget Calendar Fiscal Year 2023-2024 **Budget Procedure** Legally Required Date **Projected Date Distribute CIP Requests** 10/10/2022 Department Head Retreat 12/02/2022 **CIP** Requests Due 12/09/2022 CIP Meetings w/ Department Heads December & January Budget Requests & Special Approp. 01/02/2023 02/10/2023 Budget Request Forms Due 04/30/2023 Preliminary Rev./Exp. Estimates 02/13/2023 - 02/24/2023 02/24/2023 Council Workshop Meeting 02/24/2023 Special Appropriations Due Prelim. Budget Review - Admin. 03/06/2023 - 03/10/2023 **Council-Staff Retreat** 3/09/2023 - 03/10/2023 Meetings w/ Dept. Heads 03/13/2023 - 03/24/2023 Council Workshop Meeting 03/24/2023 Revised Rev./Exp. Estimates 3/27/2023 - 03/31/2023 Budget Review & Adjustments April **Budget Memos** April 05/05/2023 Budget Workshop Public Notice of Budget Hearing By 06/01/2023 05/12/2023 Budget to City Council and Clerk By 06/01/2023 05/22/2023 Public Budget Hearing & Adoption By 07/01/2023 06/01/2023 *Fee Schedule, Pay Scale, Special Budgets, and CIP included in Budget Ordinance*

The following is a copy of the City of Hendersonville's proposed Budget Calendar for FY24:

Fee Schedule, Pay Scale, Special Budgets, and CIP included in Budget Ordinance *See the Local Government Budget and Fiscal Control Act for information on budget formulation and adoption*

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Upon submission of the annual budget document, the governing body must schedule a public hearing, detailing that a budget has been submitted and that copies are available for public inspection [NCGS §159-12(b)]. The notice will provide the time, date, and place of the budget hearing. The City of Hendersonville strives to provide ample time between notice and the hearing date to provide the public an opportunity to attend the hearing. These strong public participation practices will improve the City's responsiveness and accountability. Stakeholder input throughout the planning and budgeting process is highly recommended by the National Advisory Council on State and Local Budgeting Recommended Budget Practices.

Several legal provisions apply to the governing body review and adoption of the Budget Ordinance. First, ten (10) days must elapse between submission of the budget and adoption of the Budget Ordinance [NCGS §159-13(a)]. The governing body may conduct its budget review in both special and regular meetings. Open meetings laws (NCGS §143-318.12) apply to the aforementioned situations, each board member must be notified of said meetings, and only budget matters may be discussed during the meetings (NCGS §159-17). There is no provision allowing for closed sessions for the local budget process.

Another process in budget preparation and enactment is amending the budget. A policy statement detailing the procedures required in amending the budget is found in the *Budget Ordinance* section of this document. A budget may need to be amended because revenue forecasts are developed months in advance of the fiscal year, these revenue collections may deviate, and expenditures and emergencies may arise requiring extra funding. A policy should specify the exact circumstances under which the legislative body may amend the budget. Most budget amendments follow the same deliberative process: the Budget Officer first proposes a package of amendments, and the full Council then considers and acts upon the proposal.

Finally, the budget is enacted upon official adoption of the Budget Ordinance, not later than July 1st. If the budget is not adopted, then NCGS §159-16 requires that an interim budget be adopted. The purpose of an interim budget is to ensure normal operations continue without any changes in program funding. Upon adoption of the Budget Ordinance, NCGS §159-13(d) requires the budget be entered into governing body's minutes within five days of adoption.

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Reading the Budget Document

The budget document contains an abundance of diverse and valuable information. The hefty amount of numbers and information can make navigating and deciphering the document a difficult task for any reader. This section is meant to assist the reader in understanding the data presented and other supplemental information.

Sections of the budget are identified in the top left and right corner of each page. These headings identify the fiscal year, subject, fund, department, or division being discussed and assist the reader in locating the information for which they are looking. Within each section, bold and underlined headings identify major topics related to that section. Under these headings, the reader may find written information as well as information presented in table or chart form. The document highlights other important terms and categories by identifying them in **bold** or *italic*.

Interpreting Tables & Charts

The budget document uses tables and charts to provide visual representations of data. The tables and charts allow readers to easily compare funds and departments as well as observe historical trends. Most sections contain tables and charts like the examples depicted in this section. The diagrams identify the major characteristics of each table and chart and explain what information the reader can find.

7

The following are examples of summary tables which a reader may encounter in reading this budget document (all data is fictional):

	Prior year actua budget data from audit reports.		Current year budget, including amendments.		ted budget e upcoming
		FY21-22 ACTUAL	FY22-23 REVISED	FY23-24 BUDGET	DOLLAR CHANGE
EXPENDI	TURES -				
	Personnel/Benefits	9,637,852	10,523,658	12,548,976	2,025,318
	Operating	3,250,254	4,589,768	5,874,145	1,284,377
	Capital	709,564	1,023,654	1,458,201	434,547
	Debt Service	1,326,879	1,326,879	1,326,879	
TOTAL	_	14,924,549	17,463,959	21,208,201	3,744,242
Includes salaries, FI insurance, 401k, & r costs.	<i>,</i>		with personnel, capital such as u phone, supplies	utilities, dues,	
	\mathbf{i}	FY21-22	FY22-23	FY23-24	DOLLAR
EXPENDI	TURES -	ACTUAL	REVISED	BUDGET	CHANGE
	Personnel/Benefits	9,037,852	10,523,658	12,548,976	2,025,318
Includes capital	Operating	3,250,254	4,589,768	5,874,145	1,284,377
items such as	Capital	709,564	1,023,654	1,458,201	434,547
land, vehicles,	Debt Service	1,326,879	1,326,879	1,326,879	
equipment, etc.			17,463,959	21,208,201	3,744,242
	Includes annual debt service payments.				Change between current year and adopted budgets.

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The following is an example of a historical chart which a reader may encounter in reading this budget document (all data is fictional):



Performance Budgeting

Performance measurement is the creation of criteria for reporting the quality or quantity of performance by a specific individual or organization. In response to heightened public scrutiny and pressure for increased service quality, the public sector has seen an equal increase in performance measurement initiatives. A good set of performance measures will reveal how efficiently a given service was rendered, at what level of quality it was delivered, and what effect it is having on the recipients of the service and the community. The following is a list of some of the advantages of engaging in performance measurement:

- ✓ Accountability/communication
- ✓ Support of planning/budgeting
- ✓ Catalyst for improved operations
- ✓ Program evaluation

- ✓ Reallocation of resources
- ✓ Directing operations
- ✓ Contract monitoring
- ✓ Benchmarking

9

The City of Hendersonville is aware that without considerable thought and planning a performance measurement initiative can produce externalities, or unwanted/anticipated results. For example, say the City adopts a *tons of asphalt used per employee* performance measure. If not monitored and communicated effectively, then the City may experience employees digging cutouts wider and deeper than necessary (i.e., using more asphalt) to "improve" performance ratings. The overall implication of any performance measurement is that managers and supervisors can select the appropriate measure by narrowly defining the function they want to know more about and effectively communicating the purpose to which they want to put that information.

Current Dollars, Constant Dollars, and Inflation Comparisons

Comparing the amount of revenues received or expenditures spent by a local government in one year to the amount received or spent in another year can be misleading. Although the more recent number may be large, it might represent resources with less buying or spending power than the smaller figure from an earlier year. This is the result of market inflation. So, steadily increasing expenditures may be more attributable to inflation rather than loss of efficiency or service expansion. Meaningful comparisons can be made possible by controlling for inflation and converting current dollars to constant dollars. Comparisons can also be seen by converting revenue and expenditure numbers to an index.

The saying "a dollar doesn't go as far as it used to," is exactly right. Consider the case of current dollars and constant dollars. First, current dollars are those dollars that are represented in financial statements. They are real and represent the actual spending that year. Constant dollars are a conversion of the current dollars, controlling for the effects of inflation. So, a current dollar is \$1.00; however, a constant dollar may be worth \$0.85. This conversion is done using a price index. There are two good indexes that provide representative effects of inflation. They are the Consumer Price Index (CPI) and the Implicit Price Deflator (IPD); this document utilizes the CPI. It is important to remember that these gauges are not perfect but do provide more meaningful values for comparisons.

CITY COUNCIL: BARBARA G. VOLK Mayor Lyndsey Simpson Mayor Pro Tempore Dr. Jennifer Hensley Debbie O'Neal-Roundtree Jerry A. Smith Jr., J.D. **CITY OF HENDERSONVILLE**

The City of Four Seasons



May 12th, 2023

The Honorable Barbara G. Volk, Mayor Members of the City Council Hendersonville, North Carolina

Dear Mayor Volk and Members of the City Council,

Pursuant to section 159-11 of the North Carolina General Statutes, I am pleased to present the recommended budget for Fiscal Year 2023-2024 (FY24) for your review and consideration.

The FY24 budget is based upon information presented and discussed during our City Council and Staff Retreat on March 9th and 10th, 2023. Additionally, City Council reviewed the City Manager's recommended budget for FY24 at the May 5th, 2023, Budget Workshop. These meetings provided an avenue for priority setting, fact finding, and general inquiries regarding the City's FY24 Budget.

The City maintains six goals, provided below.

Economic Vitality. Hendersonville is a welcoming place for all businesses and promotes growthencouraging policies.

Strong Partnerships. Hendersonville develops strong partnerships with residents, government agencies, non-profits, and visitors to ensure effective two-way communication.

Sound Infrastructure. Hendersonville constructs and maintains efficient and accessible roads, sidewalks, and greenway trails – extending connectivity. Hendersonville provides high quality water and wastewater services and protects natural resources – ensuring capacity for sustainable growth.

Numerous Amenities. Hendersonville advances the beauty, diversity, and well-being of western North Carolina by supporting the community's ability to provide educational, recreational, and cultural activities, events, and programs for all residents and visitors.

Great Public Services. Hendersonville provides high quality customer service – enhancing the health, safety, and quality of life for citizens and visitors.

Financial Sustainability. Hendersonville supports fiscal policies and controls that ensure the long-term financial health and responsiveness of the City to unforeseen challenges and opportunities. Hendersonville promotes the responsible management of public resources to ensure efficient and effective delivery of quality services.

Section 7, Item A. City Manager ANGELA S. BEEKER City Attorney JILL MURRAY City Clerk In 2021, City Council Members determined a set of values that will be the foundation of decisionmaking. These values will guide the important work done to achieve the goals the Council has established:

The City of Hendersonville believes municipal government should be non-partisan.

The City of Hendersonville values open, transparent communication and trust with the community and each other.

The City of Hendersonville believes community members expect services to be delivered at a high level.

The City of Hendersonville values all community members through promoting diversity, equity, and inclusion.

The City of Hendersonville believes environmental sustainability is critical to preserving the community for future generations.

The City of Hendersonville values its employees and must support them to ensure the provision of high-quality services to its residents.

The City of Hendersonville believes that it must pursue and provide opportunity for responsible growth.

The City of Hendersonville values the lives of all community members and must protect them through collective action.

On March 10th, 2023, Council reflected on their FY24 priorities. Council Members devised a plan for the City's future growth and strategized on working through competing interests and decision-making points. City Council provided points to each priority area, in the form of "dots". Included in each priority area is the number of points allocated by Council Members in their scoring process, delineated by brackets "[]." Council Members allocated a total of 70 points across the various priority areas.

Parks Department and Public Spaces [17].

- The City will establish a Parks Department to manage programs, land, and advocate.
- Complete splash pad project.
- Increase signage for parks so they are easily located.
- Continue to maintain and invest in existing parks and green spaces.
- Research and advocate a bond referendum for future park projects.
- Explore and research lodging tax option to earmark for parks.

Complete Strategic Planning for Affordable Housing [14].

- Gather input from residents.
- Possible incentives for developing workforce housing.
- Prioritize quality of life.
- Explore possible housing authority powers.

Budget Message

Comprehensive Plan [11].

- Identifying proper density.
- Consider appropriate height restrictions.
- Develop style guidelines.
- Look for areas to encourage commercial development.

Transportation Planning [9].

- Explore the use of a transportation bond, that includes sidewalks.
- Research ways to address street cuts and repairs.
- Create a traffic calming policy.
- Study how new developments impact traffic.
- Increase connectivity and streamline traffic flow.
- Narrow King Street.

Quarter-Percent Municipal Sales Tax [7].

- Educate community about the impact of a 0.25% Article 47 sales tax.
- Strategize approach for local legislation.

Sustainability, Tree Board, and the Environment [3].

- Combine sustainability and tree boards to create a shared vision.
- Update board authority, budget, and review the tree ordinance.
- Support preserving healthy neighborhood woods through development best practices.

Support City Boards and Volunteers [3].

- Ensure that the members of City board and volunteers are heard and valued.
- Identify opportunities to educate board members.

Employee Pay and Benefits [3].

• Retain employees and provide a salary level needed to support family.

Tree Canopy [2].

• Preserve and grow the City's tree canopy through policy making action.

Façade and Stormwater Grants [1].

- Pursue and obtain additional grants related to stormwater infrastructure.
- Provide grants related to façades where possible to beautify the City.

City Council heard from various subject area experts on focus areas, including transportation, development, housing, parks, greenways, financing, staffing, and sustainability. Council Members were provided an opportunity to "dig deep", ask questions, and become well-informed on topics before re-joining to provide direction.



Following point allocations, the Council's top priorities were displayed on a visual to ensure Staff had a clear direction and understanding of priorities to pursue:



The following budget message contains an overview of all budgeted funds for FY24.

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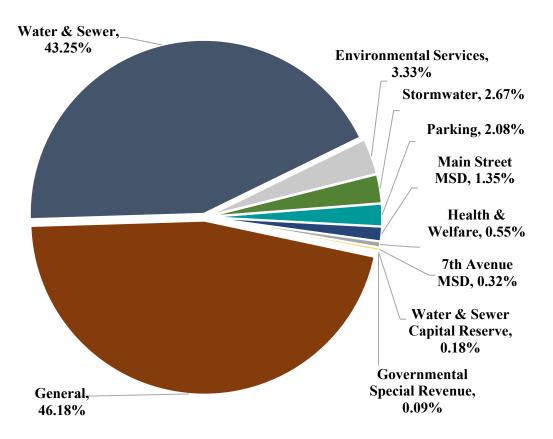
Introduction

The following document contains the City Manager's FY24 Recommended Budget. The budget includes ten (10) governmental and proprietary funds.

FUND	EXPENDITURES	REVENUES		ND BALANCE APPROP.
General	\$ 25,909,589	\$ 23,295,070	\$	2,614,519
Water & Sewer	24,265,088	23,876,650		388,438
Environmental Services	1,866,035	1,804,000		62,035
Stormwater	1,500,344	1,234,050		266,294
Parking	1,168,920	1,030,500		138,420
Main Street MSD	757,592	626,830		130,762
Health & Welfare	306,025	306,025		-
7th Avenue MSD	181,843	118,400		63,443
Water & Sewer Capital Reserve	100,000	100,000		-
Governmental Special Revenue	50,500	-		50,500
SUB-TOTAL	\$ 56,105,936	\$ 52,391,525	\$	3,714,411
TOTAL IN BALANCE		\$ 56,105,936		

The table below presents the budget for each City fund and the total budget in balance.

The chart below presents each fund as a percent of total expenditures.



General Fund

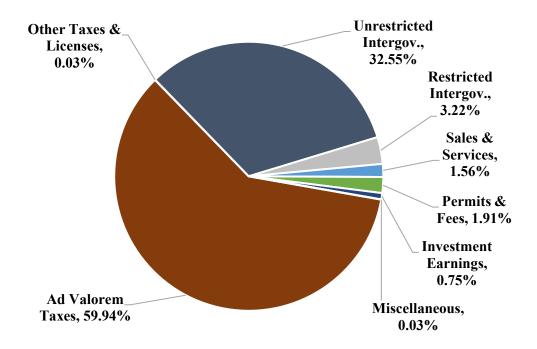
The General Fund is the primary fund in terms of the operating budget. It is "general" because any transaction that cannot be accounted for in another fund must be recorded in the General Fund. The FY24 recommended General Fund budget totals **\$25,909,589**, or **46.18%** of the City's FY24 total **\$56,105,936** appropriation.

General Fund – Revenues

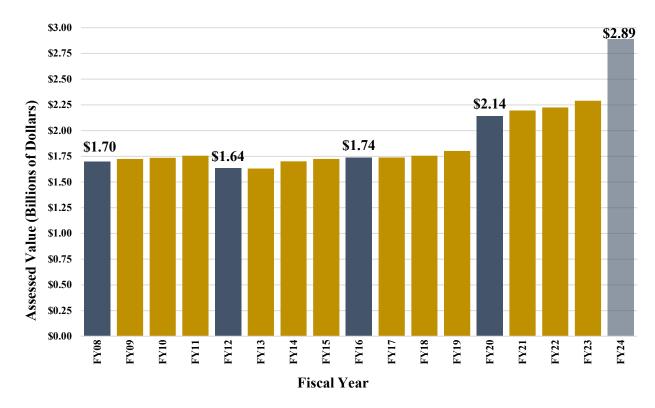
The following section will detail the City's operating revenues for the General Fund. The total FY24 recommended budget for General Fund revenues, excluding "Other Financing Sources", is **\$23,260,070**. The table below details the City's General Fund operating revenues by source.

	FY23 REVISED	FY23 ESTIMATE	FY24 BUDGET	FY24 ESTIMATE
REVENUES				
Ad Valorem Taxes	(11,502,208)	(11,436,486)	(13,942,500)	(14,504,428)
Other Taxes & Licenses	(9,000)	(8,949)	(7,500)	(7,802)
Unrestricted Intergov.	(7,264,218)	(7,222,711)	(7,571,000)	(7,876,136)
Restricted Intergov.	(761,639)	(757,287)	(749,920)	(780,144)
Sales & Services	(388,250)	(386,032)	(363,600)	(378,254)
Permits & Fees	(473,420)	(470,715)	(444,550)	(462,467)
Investment Earnings	(230,140)	(230,140)	(175,000)	(175,000)
Miscellaneous	(26,747)	(26,594)	(6,000)	(6,242)
TOTAL REVENUES	(20,655,622)	(20,538,914)	(23,260,070)	(24,190,473)

The chart below presents each source as a percentage of the total budgeted revenues for FY24.



Ad Valorem Tax. Ad valorem taxes encompass the largest portion of the General Fund revenues. These are the most controllable revenues in the City's budget. The recommended tax rate is \$0.49 per \$100 valuation, a \$0.03 per \$100 decrease compared to the current year. The \$0.49 rate is budgeted to generate \$13,050,000 in ad valorem tax revenue and \$840,000 in ad valorem motor vehicle tax revenue for the current year. The remaining FY24 budgeted \$52,500 ad valorem tax revenue to be collected comes from prior year ad valorem taxes (\$50,000) and tax interest (\$2,500). The chart below presents the total assessed value for all property in the City, less tax-exempt property:



The blue columns represent years when a county-wide revaluation of real property took place. The transparent blue FY24 column represents the current estimated reappraisal, **\$2,892,477,570**, summarized as **\$2.89** (**Billion Dollars**).

Property taxes total **\$13.9M** for the FY24 recommended budget. They are estimated to total **\$11.4M** in the current year (FY23). The FY24 budget includes a **\$2.4M** (**21.22%**) increase over the current year revised budget. In FY24, the City **decreased** the ad valorem tax rate by **\$0.03 per \$100 valuation**. While we have decreased compared to FY23, the **\$0.49** rate represents an approximate **\$0.07** increase over the revenue neutral rate of **\$0.4192 per \$100 valuation**. We have estimated a **98.0%** rate for tax collections through a partnership with Henderson County. Property tax continues to be the most stable revenue source for local government in North Carolina and pending any major externalities should remain relatively stable until the next county-wide revaluation in **FY28**.

Unrestricted Intergovernmental – Sales Taxes. The effective sales tax rate in Henderson County is **6.75%**, representing the State levied 4.75% + Article 39 (1.00%) + Article 40 (0.50%) + Article 42 (0.50%). Henderson County could levy an additional 0.25% through Article 46 in the future, bringing the effective sales tax rate to 7.00%.

In FY23, City Council proposed an option to levy a municipal sales tax of 0.25% to be added to sales made within corporate limits. Based on historical data, if the City levies this rate in the future, we could anticipate approximately **\$3.5M** in additional sales tax revenue through the new "Article 47." The **\$3.5M** in additional sales tax revenue is equivalent to approximately **12** pennies (**\$0.12**) of FY24 ad valorem property tax revenue.

The State of North Carolina collects the sales tax and distributes it to the local units. Sales tax revenues are distributed on a proportional ad valorem tax levy basis in Henderson County. The City of Hendersonville has the second largest tax levy in Henderson County and receives the second largest proportional share of sales tax revenues behind Henderson County.

Local option sales taxes are an elastic revenue source, totaling approximately **\$5.9M** in the FY24 budget. This budget amount represents an approximate **\$180k (3.1%)** increase over our current year estimated total collection. We have seen unprecedented growth in sales tax revenues in recent years, and remain conservative with our budgeted sales tax revenues in FY24 due to market conditions. The table below displays actual sales tax data from FY22, estimates for FY23, and budget for FY24.

Sales Month	Collection Month	FY22 Actual	FY23 Actual	\$ Change	% Change 8) (FY22>FY23)	FY23	\$ Change (Act.>Budget)	% Change (Act./Budget)	FY24 Budget	\$ Change (FY23>FY24)
July	Oct.	428,156	511,387	83,23	, ,	446,849	64,538	14.44%	531,843	84,994
Aug.	Nov.	385,629	487,078	101,44		402,466	84,612	21.02%	506,561	104,096
Sep.	Dec.	412,477	507,127	94,65	0 22.95%	430,486	76,641	17.80%	527,412	96,926
· · · ·	Q1	1,226,261	1,505,592	279,33	1 22.78%	1,279,800	225,792	17.64%	1,565,816	286,016
Oct.	Jan.	422,057	481,982	59,92	5 14.20%	440,484	41,498	9.42%	501,261	60,777
Nov.	Feb.	447,543	482,830	35,28	7 7.88%	467,083	15,747	3.37%	502,144	35,060
Dec.	March	481,611	529,628	48,01	7 9.97%	502,639	26,990	5.37%	550,813	48,175
	Q2	1,351,212	1,494,441	143,22	9 10.60%	1,410,206	84,235	5.97%	1,554,218	144,012
Jan.	April	353,927	456,509	102,58	2 28.98%	369,380	87,130	23.59%	474,770	105,390
Feb.	May	373,497	428,434	54,93	7 14.71%	389,804	38,630	9.91%	445,571	55,767
March	June	465,842	534,361	68,51	9 14.71%	486,181	48,180	9.91%	555,735	69,555
	Q3	1,193,266	1,419,304	226,03	8 18.94%	1,245,364	173,940	13.97%	1,476,076	230,712
April	July	461,563	529,454	67,89	0 14.71%	481,716	47,738	9.91%	550,632	68,916
May	August	494,424	567,147	72,72	3 14.71%	516,011	51,137	9.91%	589,833	73,823
June	Sep.	509,469	584,405	74,93	6 14.71%	531,712	52,693	9.91%	607,781	76,069
	Q4	1,465,456	1,681,006	215,55	0 14.71%	1,529,439	151,567	9.91%	1,748,246	218,808
	otal	\$5,236,195	\$6,100,343	1 A A A A A A A A A A A A A A A A A A A		\$ 5,464,809	635,533.43	11.6%	\$6,344,356	
	rs to MSD Funds	314,172	366,021	51,84		327,889	38,132.01	11.6%	380,661	11,488
	General Fund	4,922,023	5,734,322	812,29		5,136,921	597,401.42	11.6%	5,963,695	179,981
	Main St. MSD	261,810	305,017	43,20		273,240	31,776.67	11.6%	317,218	9,573
Sub-Total 7	th Ave. MSD	52,362	61,003	8,64	1 16.5%	54,648	6,355.33	11.6%	63,444	1,915

Sales Tax Comparison

It is important to note that the City's collections lag the actual taxable sale by four months. The "Minus Transfers to MSD Funds" row reflects a portion of sales tax revenue that is distributed to the City's two municipal service districts (MSDs), based on the percentage of assessed value. The Main St. MSD receives **5.0%** of the actual revenues and the 7th Avenue MSD receives **1.0%** of the actual revenues. This continues to be a strong revenue source for the two MSDs.

Restricted Intergovernmental – Powell Bill Street Allocation. In 2015, the General Assembly eliminated the tie between the gas tax and Powell Bill funds and instead made the Powell Bill a direct appropriation of state dollars (Session Law 2015-241, Section 29.17D[a]). The General Assembly could choose to adjust the amount of Powell Bill funds during its budget process. We anticipate a total **\$460,000** allocation from the State, based on current year actuals. In addition to Powell Bill funds provided by the State, the City has, historically, contributed approximately **\$200,000** of motor vehicle tag fee revenue to the program. In FY24, the City will contribute **\$140,000** of motor vehicle tag fee revenue. The total recommended appropriation for the Powell Bill in FY24 is **\$600,000**. Restricted intergovernmental revenue also includes various other contributions. Some of these funds are for ABC law enforcement, Hendersonville Housing Authority police officers, and school resource officer reimbursements.

Sales & Services. Sales and services revenues in the General Fund are budgeted to decrease by **\$24,650, or 6.35%**. The change reflects conservative budgeting, specifically related to adopting a non-taxable rental income revenue lower than the FY23 revised budget.

Other Financing Sources – Fund Balance. The North Carolina Local Government Commission (LGC) recommends local governments maintain a minimum available fund balance of no less than eight percent (8.0%) of expenditures. The LGC has also provided guidance to local governments on maintaining an adequate fund balance availability. Recommendations from the LGC were previously based on a local government's population group; however, a revision now groups units based on General Fund expenditure levels. The City's FY24 policy establishes an available fund balance target of 25.00%. This policy directive is in adherence with the LGC's recommendations for Cities and Counties with General Fund Expenditures greater than or equal to \$10.0M.

According to LGC's calculation methods, the City's available fund balance as of June 30th, 2022 is **\$5,777,008**, or **30.12%** of total General Fund expenditures. The total fund balance is **\$9,763,382** as of June 30th, 2022. Due to an FY23 Revised budget which includes American Rescue Plan related transfers, we estimate the current FY23 Fund Balance will increase by **\$1,249,559**, ending the year at **\$11,012,941**. In FY24, we estimate the total fund balance is within the City Council's stated goal. The table below summarizes other financing sources and uses, as well as fund balance estimates.

A summary table of fund balance trends and estimates can be found on the next page.

	FY23 REVISED	FY23 ESTIMATE	FY24 BUDGET	FY24 ESTIMATE
OTHER FINANCING				
(SOURCES)/USES				
Debt Proceeds	(521,000)	(1,088,700)	-	-
Insurance Proceeds	(32,405)	-	-	-
Capital Lease	-	-	-	-
Sale of Capital Assets	(74,650)	(35,000)	(35,000)	(35,000)
Transfers (In)	(4,511,800)	(4,511,800)	-	-
Transfers Out	3,399,905	2,829,800	75,000	75,000
TOTAL OTHER				
FINANCING	(1,739,950)	(2,805,700)	40,000	40,000
Fund Balance Appropriated	1,022,819	(1,249,559)	2,614,518	650,732
NET CHANGE IN	1 000 010	(1 2 40 550)	A (14 F 10	
FUND BALANCE	1,022,819	(1,249,559)	2,614,518	650,732
BEGINNING OF YEAR	9,763,382	9,763,382	11,012,941	11,012,941
END OF YEAR	8,740,563	11,012,941	8,398,423	10,362,209

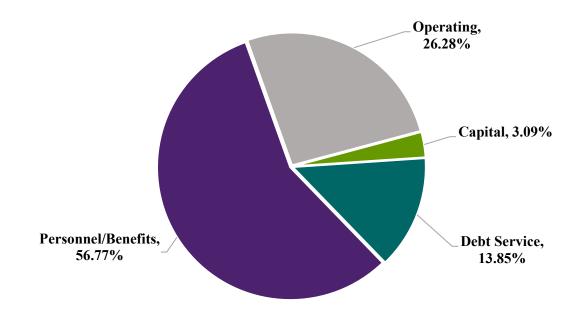
General Fund – Expenditures

The following section will detail the City's operating expenditures for the General Fund. The total budget for General Fund expenditures is **\$25,834,588**, this excludes a \$75,000 transfer out.

	FY23 REVISED	FY23 ESTIMATE	FY24 BUDGET	FY24 ESTIMATE
EXPENDITURES				
Personnel/Benefits	13,692,721	13,036,690	14,667,398	13,986,362
Operating	6,223,972	6,034,629	6,789,477	6,474,228
Capital	1,188,130	710,168	799,000	761,901
Debt Service	2,313,568	2,313,568	3,578,713	3,578,713
TOTAL EXPENDITURES	23,418,391	22,095,055	25,834,588	24,801,204

The table below details the City's General Fund expenditures by type for FY24.

The chart below shows each expenditure type as a percent of FY24 total budgeted expenditures.



Personnel and benefits type expenditures make up the largest portion of General Fund expenditures, at approximately 56.77% of the total budget. Operating expenditures makes up another large portion at 26.28% of the total budget. The remainder of the General Fund budget is spent on capital outlay (3.09%) and debt service (13.85%).

Personnel/Benefits. Personnel and benefits type expenditures include salaries, stipends, insurance, retirement contributions, and respective taxes (i.e., income tax, etc.). The total increase, for this expenditure type, between the FY23 revised and FY24 adopted budgets is **\$975k** (7.12%). Notable personnel/benefits items are listed below.

- 3.0% cost-of-living adjustment (COLA) increase.
- Merit Pay 1.00% (achieves), 2.25 % (exceeds), or 3.50% (outstanding).
- Retirement benefit contributions of 14.10% for sworn police officers and 12.85% for all other employee classifications.
- No change in health insurance costs (+0.00%).
- SAFER #2 Firefighters Grant concluded in March 2023 the City is now responsible for 100.00% of pay for 12 firefighters, up from the 65.00% grant match in FY23.
- Addition of recommended positions, including Business Systems Analyst (0.5 FTE), Police Officer (Split with BGC, 1 FTE), 1 Property Maintenance Crew Leader (1 FTE), Property Maintenance Equipment Operator (1 FTE), Property Maintenance Workers (2 FTE), and Traffic Engineering Technician (1 FTE), approximately **\$285k**.

During the budget development process, **\$4.1M** was adjusted out of the General Fund personnel request. A total of **fifty-two (52)** positions were requested with a budgetary impact totaling **\$2.3M.** Six and one-half equivalent positions (6.5 FTE) are recommended for funding in the FY24 budget as detailed in the list above.

Operating & Capital. The FY24 operating budget is recommended at **\$6.8M**, **\$565,505 or 9.09%** above the current year revised budget. Noteworthy operating changes include a **\$95k** increase to utility payments, **\$55k** increase for fuel budget, **\$79k** increase related to liability and property insurance for new facilities, **\$75k** increase for a house condemnation/demolition program to encourage infill development, **\$150k** for comprehensive planning, **\$50k** for a street and sidewalk assessment for resurfacing work, and a **\$40k** sustainability study.

The General Fund's capital outlay budget is recommended to decrease by **\$389k** (-32.75%) in FY24, compared to the FY23 revised budget. It is important to note this decrease is due to the purchase of vehicles and other equipment through a loan, to be completed via the Governmental Capital Project Fund. The total vehicle and equipment loan will be **\$1.3M** and will be used to acquire the following governmental assets:

- 7 Police Department vehicles.
- 2 Fire Department vehicles.
- Fire Department Self-Contained Breathing Apparatus (SCBAs).
- 4 Public Works vehicles.
- 1 Public Works dump truck.
- 1 Public Works tractor.

Other capital/pay-go items, budgeted in the General Fund include, but are not limited to police body-worn camera and cloud-based video storage, replacement of multi-gas monitors for fire personnel, improvements to Patton Park (bridge and tennis court improvements), and gateway signage.

Debt Service. The debt service budget for FY24 totals **\$3.6M**. This is a **\$1,265,145** (**54.68%**) increase over the FY23 revised budget. The increase in debt service can be attributed to debt issued for the City Hall and Operations Renovation Project, Fire Station 1 Project, Edwards park Project, Fire Ladder 1 Acquisition/Replacement, Fire Engine 1 Acquisition/Replacement, and the 2023 Vehicle and Equipment loan.

The City's existing **\$2,313,568** debt service can be attributed to borrowings for the Public Works Maintenance Facility, Fire Station 2, Fire Engine 2, Fire Engine 3, Police Headquarters, and pre-existing Vehicle and Equipment loans.

An expanded list of future capital projects with General Fund impacts is listed below. The project and debt issuance options below were considered by City Council at both the May 05, 2023 Budget Workshop.

Amount	Timing (FY)	Funding Type	Term	Rate
618,700	2023	L.O.B.	4	3.500%
470,000	2023	L.O.B.	7	3.500%
2,032,000	2023	L.O.B.	15	3.290%
750,000	2024	L.O.B.	4	6.000%
575,000	2024	L.O.B.	7	6.000%
500,000	2025	L.O.B.	4	6.000%
250,000	2025	L.O.B.	7	6.000%
10,000,000	2025	L.O.B.	20	3.000%
659,829	2026	L.O.B.	4	6.500%
5,000,000	2027	L.O.B.	20	4.500%
630,078	2027	L.O.B.	4	6.500%
646,504	2028	L.O.B.	4	6.500%
567,820	2029	L.O.B.	4	6.500%
654,971	2030	L.O.B.	4	6.500%
	618,700 470,000 2,032,000 750,000 575,000 250,000 10,000,000 659,829 5,000,000 630,078 646,504 567,820	618,700 2023 470,000 2023 2,032,000 2023 750,000 2024 575,000 2024 500,000 2025 250,000 2025 10,000,000 2025 659,829 2026 5,000,000 2027 630,078 2027 646,504 2028 567,820 2029	618,700 2023 L.O.B. 470,000 2023 L.O.B. 2,032,000 2023 L.O.B. 750,000 2024 L.O.B. 575,000 2024 L.O.B. 500,000 2025 L.O.B. 250,000 2025 L.O.B. 10,000,000 2025 L.O.B. 659,829 2026 L.O.B. 5,000,000 2027 L.O.B. 630,078 2027 L.O.B. 646,504 2028 L.O.B. 567,820 2029 L.O.B.	618,700 2023 L.O.B. 4 470,000 2023 L.O.B. 7 2,032,000 2023 L.O.B. 15 750,000 2024 L.O.B. 4 575,000 2024 L.O.B. 7 500,000 2025 L.O.B. 4 250,000 2025 L.O.B. 7 10,000,000 2025 L.O.B. 20 659,829 2026 L.O.B. 4 5,000,000 2027 L.O.B. 4 630,078 2027 L.O.B. 4 646,504 2028 L.O.B. 4 646,504 2029 L.O.B. 4

The City will continue to evaluate project timelines, budgets, and the market to determine the best financing option for each project to obtain the best long-term financial outcome.

Water & Sewer Fund

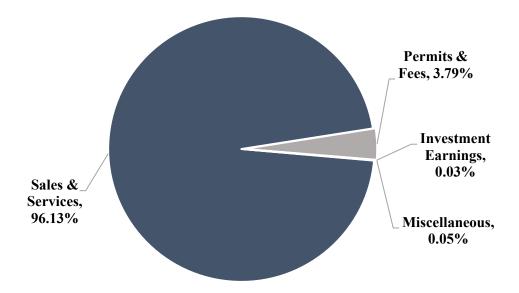
The Water and Sewer Fund is an enterprise fund and is primarily funded through user charges. The Fund is the second largest portion of the City of Hendersonville's operating budget, **\$24,265,088 (43.2%)** of the City's FY24 total **\$56,105,936** appropriation.

Water & Sewer Fund – Revenues

The following section will detail the City's operating revenues for the Water and Sewer Fund. The total operating revenue budget for this Fund, excluding "Other Financing Sources" is **\$22,952,000**. The table below shows the revenues for FY24.

	FY23 REVISED	FY23 ESTIMATE	FY24 BUDGET	FY24 ESTIMATE
REVENUES				
Sales & Services	(21,548,600)	(21,330,393)	(22,952,000)	(22,952,000)
Permits & Fees	(927,850)	(857,562)	(905,650)	(905,650)
Investment Earnings	(8,500)	(8,000)	(8,000)	(8,000)
Miscellaneous	(26,200)	(26,345)	(11,000)	(11,000)
TOTAL REVENUES	(22,511,150)	(22,222,299)	(23,876,650)	(23,876,650)

The chart below presents revenue sources as a percent of total budgeted revenues for FY24.

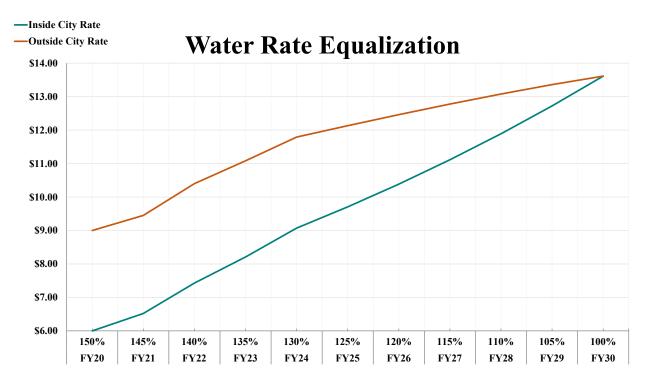


The Water and Sewer Fund's primary revenue source is water and sewer sales & services – fees assessed for the consumption/usage of service. Sales & services revenues are approximately **96.13%** of the total FY24 budget. Other revenues sources include but are not limited to, permits and fees (**3.79%**), investment earnings (**0.03%**), and miscellaneous sources (**0.05%**).

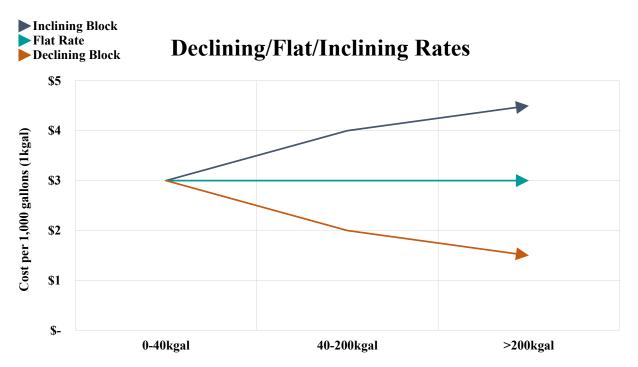
Charges for Service. Sales & services total **\$22.9M** (**96.13%**) in the FY24 Water and Sewer Fund budget. They are estimated to total **\$21.3M** for FY23. The FY24 budget includes estimated revenues earned from meter-based and volumetric usage charges. The City is recognizing a pattern of residential, commercial, and industrial growth that will bring a higher demand for service adding additional connections and revenue to the utility system.

Permits and Fees. Permits and fees are the second largest revenue source for the Water and Sewer Fund. Permits and fees are an elastic revenue source, primarily driven by the amount of development and connection to the water and sewer system. For FY24, permits and fees are budgeted at **\$905,650** (3.79%). This budgeted amount is a 2.39% decrease over the FY23 revised budget, **\$927,850**. We remain conservative, yet optimistic in regards to future development and connection to the utility system. In FY24, additional information will be pursued on system development charges (SDCs), with potential adoption of new fees around mid-year.

Inside/Outside Rate Differential. In FY21, City Council adopted a water rate structure which gradually phases out the 150% inside/outside water customer differential - allowable by statute. The current plan is to reduce the differential 5% (over a 10-year period) until both inside-city and outside-city customers pay equal rates for water service. A 135% differential was adopted with the FY23 budget. A 130% water rate differential is recommended in the FY24 budget. This rate differential is currently applied only to water service. Wastewater service rates will maintain a 150% differential. An image depicting the gradual convergence of inside-city and outside-city rates is provided below.



Industrial/Commercial Rate Comparisons. In 2017, Council adopted a plan to shift the industrial/commercial declining fee structure to a flat rate structure. The City has gradually phased the change from the declining block to flat rate since. Included in the FY24 budget is the first year of a flat rate structure for industrial/commercial customers – customers will pay the same volumetric fee (**\$5.01/kgal**) for all water usage, an industry standard and best-practice.



Residential Lifeline Tier. The City's rate water and sewer rate consulting firm has presented an option to provide a lifeline tier for customers consuming up to **3kgal** of water monthly. This new tier provides a discount to residential customers for essential water use while maintaining revenue levels necessary to fund strategic priorities. The new tier, included in the FY24 budget, will encourage conservation, and shift incidence to customers utilizing higher levels of service.

Other Financing Sources – Fund Balance. The Water and Sewer Fund maintains a fund balance, or retained earnings; although, the LGC does not provide a recommended minimum level for the Water and Sewer Fund. The City Council previously established and adopted its own fund balance goal of a range from 50% - 75% of expenditures. In FY24, this fund balance policy is superseded by City Council's recognition of a revenue bond rate covenant as the Fund's most critical financial indicator. Details on the revenue bond covenant may be found on page 32 of this budget message.

The fund balance as of June 30th, 2022, was **\$10,014,612** or **50.65%** of actual FY22 operating expenditures. This fund balance calculation is provided on a modified accrual basis of accounting. It is estimated that the Water and Sewer Fund's fund balance will increase by **\$539,747** to end FY23 at **\$10,554,359**. In FY24, we estimate a **\$318,845** increase in fund balance, based on historical average. This increase would bring the total fund balance at the end of FY24 to **\$10,873,204**.

It is important to note the fund balance increases are planned for the financing of future capital projects. The City continually monitors its rates and works to prioritize, plan, and execute capital projects. The fund balance level in the Water and Sewer Fund is an indicator the City is taking necessary steps to carry out projects essential to providing water and wastewater service to customers.

The table below summarizes other financing sources and uses, as well as fund balance estimates.

	FY23 REVISED	FY23 ESTIMATE	FY24 BUDGET	FY24 ESTIMATE
OTHER FINANCING				
(SOURCES)/USES				
Debt Proceeds	-	-	-	-
Insurance Proceeds	-	-	-	-
Capital Lease	-	-	-	-
Sale of Capital Assets	-	-	-	-
Transfers (In)	(25,000)	-	-	-
Transfers Out	-	-	689,000	689,000
TOTAL OTHER				
FINANCING	(25,000)		689,000	689,000
Fund Balance Appropriated	757,036	(539,747)	388,438	(318,845)
NET CHANGE IN				
FUND BALANCE	757,036	(539,747)	388,438	(318,845)
BEGINNING OF YEAR	10,014,612	10,014,612	10,554,359	10,554,359
END OF YEAR	9,257,576	10,554,359	10,165,921	10,873,204

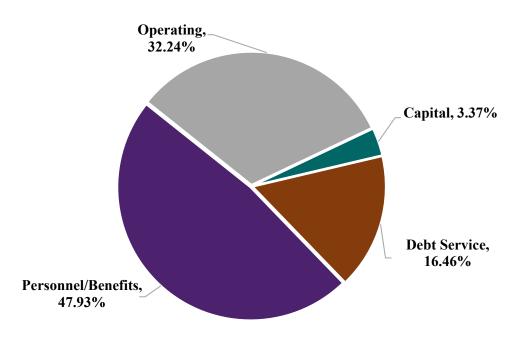
The most notable change to the Water and Sewer Fund's "Other Financing (Sources)/Uses" category is a transfer of **\$589,000** from the Water and Sewer (Operating) Fund to the Water and Sewer Capital Project Fund for the purchase of vehicles and equipment, which may extend past the end of the fiscal year. Also included in this category is a **\$100,000** planned transfer to the Water and Sewer Capital Reserve Fund to save for future system expansion and necessary rehabilitation projects.

Water & Sewer Fund – Expenditures

Hendersonville Water and Sewer is responsible for providing water service to more than **65,000** residents and businesses and sewer service to more than **21,000** residents and businesses of both Hendersonville and Henderson County. The Water and Sewer Fund continues to evaluate and improve its already high-quality services through work with various outside consultants, stakeholder groups, and internal strategic priority meetings. The recommended expenditures in this memo reflect the priorities identified in the above-mentioned initiatives. Below is a breakdown of the Fund's total expenditures for FY24.

	FY23 REVISED	FY23 ESTIMATE	FY24 BUDGET	FY24 ESTIMATE
EXPENDITURES				
Personnel/Benefits	10,595,474	10,043,008	11,298,899	10,893,151
Operating	7,952,672	7,439,277	7,601,849	7,328,863
Capital	1,528,450	983,677	795,000	766,451
Debt Service	3,216,590	3,216,590	3,880,340	3,880,340
TOTAL EXPENDITURES	23,293,186	21,682,552	23,576,088	22,868,805

The chart below presents expenditures by type as a percent of FY24 total budgeted expenditures.



Personnel and benefits expenditures are the largest portion of Water and Sewer Fund expenditures, at approximately \$11.3M (47.93%) of the total \$23.6M FY24 budget. FY24 Operating expenditures make up another large portion at \$7.6M (32.24%). The remainder of the budget is capital outlay \$795k (3.37%) and debt service \$3.9M (16.46%).

Personnel/Benefits. Personnel and benefits expenditures include salaries, insurance, retirement contributions, and respective taxes (i.e., income tax, etc.). The total personnel/benefits budget for FY24 totals **\$11.3M**, a **6.64%** increase over the FY23 revised budget. Some items to note are listed below:

- 3.0% cost-of-living adjustment (COLA) increase.
- Merit Pay 1.00% (achieves), 2.25 % (exceeds), or 3.50% (outstanding).
- Retirement benefit contributions of 12.85% for all employee classifications, other than law enforcement officers.
- No change in health insurance costs (+0.00%).
- Position additions totaling **\$412k**:
 - o 1 Business System Analyst I (0.5 FTE).
 - o 2 Customer Service Field Representatives (2 FTE).
 - 1 Utilities Engineer I (1 FTE).
 - 1 Line Maintenance Crew (3 FTE)

Operating. Operating type expenditures include everything that is not considered capital, salaries/benefits, or debt; it includes a wide array of expenditures. The FY24 budget is a **\$350,823 (4.41%)** decrease over the FY23 revised budget, which totals **\$7.9M**. This decrease is mainly attributed to forecasted adjustments in prices for chemicals, waste removal contracts ("sludge mgmt.."), fuel, utilities, and materials.

Capital. The recommended FY24 capital budget is **\$795,000**; a **\$733,450** (-**47.99%**) decrease compared to the FY23 revised budget, **\$1,528,450**. A significant portion of the year-over-year decrease can be attributed to the budgeted **\$589,0000** transfer for purchases of vehicles and equipment from the Water and Sewer Capital Project Fund. Priority pay-go capital items included in the operating fund are listed in the table below.

Project/Equipment Title	Esti	imated Cost
FOG Rod Installations - Sewer Pump Stations	\$	50,000
Hydraulic Hammer for 308 Excavator		25,000
Locator Lateral Camera Replacement		17,000
LSL Crew - Equipment Trailer		15,000
Operations Center SCADA		120,000
Rights-of-Way Clearing (Contracted)		50,000
SCADA Replacements - Sewer Pump Stations		75,000
SCADA Replacements - Water Pump Stations		75,000
Sewer Pump Station #037 - Wetwell Repair		50,000
Small Diameter Water Main Replacements		100,000
Vehicle Key Lock System (Fleet)		15,000
Water Pump Station Pressure Control		100,000
Water Pump Station Panel Replacements		20,000
Water Storage Tank Security Improvements		50,000
WTP and WWTP Fire Safety Improvements		25,000
WWTP Lab Water Purification System Replacement		8,000
Total Pay-Go Capital	\$	795,000

Project/Loan Title	Actua	l Loan Amount
2011-Brightwater SRF	\$	34,261
2015-Jackson Park SRF		269,117
2015-Shepherd/Atkinson SRF		112,530
2016-Wolfpen SRF		172,668
2019-Enterprise Vehicles		17,934
2019-Revenue Bond		1,383,109
2020-Northside SRF		328,003
2020-Streambank #1 SRF		149,124
2022-Revenue Bond		447,224
Total Existing Debt	\$	2,913,969

Debt Service. The total debt service budget for FY24 totals **\$3,880,340**. Of the FY24 debt service, **\$2,935,340** is budgeted for payments on existing debt, listed in the table below.

The City anticipates new debt payments totaling **\$966,371**. The new debt includes a portion of a payment on the 2023 installment financing for the renovation of City Hall and City Operations, and the 2023 Revenue Bond, funding the projects listed in the table below.

Project/Equipment Title	Estimated Cost		
Fleetwood Water Improvements	\$	1,557,917	
Apex Land Acquisition		1,000,000	
Church Street Sewer Improvements		535,000	
NCDOT I-26 Water Improvements		3,235,233	
AMI Meter Replacements		525,000	
North Fork Reservoir Water Improvements		1,103,750	
Sewer Vactor Truck Acquisition		523,100	
Total 2023 Revenue Bond Proceeds	\$	8,480,000	

Our list of future year capital projects identified in the capital improvement plan (CIP) process totals **\$291.7M**. The utility continues master planning efforts, identifies areas in need of upgrades, and grows alongside major developments occurring in in Henderson County. Future growth for our various revenue sources and an assortment of financing options are available to support the immense economic development opportunity of our community. We will continue discussions on rates, system development charges, revenue bonds, SRF loans, and grants.

Revenue Bond Covenants. The City's first revenue bond and general trust indenture (2019) established a bond "covenant" as a critical financial indicator. To meet this covenant and issue revenue bond related debt, the City must maintain a favorable ratio of at least 1.0 for both bond test (a) and bond test (b). A summary of test (a) and (b) requirements is provided on the next page.

Revenues plus 20% of the Surplus Fund equal at least:

- i. 100% of current expenses.
- ii. 120% of annual principal and interest requirements of (parity) revenue bonds.
- iii. 100% of debt service requirements on other (subordinate) debt.

*Note: Surplus Fund = unrestricted cash and investments.

Bond Test (b)

Revenues equal at least:

- i. 100% of current expenses.
- ii. 110% of annual principal and interest requirements of (parity) revenue bonds.
- iii. 100% of debt service requirements on other (subordinate) debt.

We estimate exceeding the revenue bond requirements in FY23 and FY24: In FY23, we estimate we will end the year with ratio (a) = 1.441 and ratio (b) = 1.309. In FY24, we estimate we will end the year with ratio (a) = 1.215 and ratio (b) = 1.179.

A summary of our FY22 actual bond covenant ratio is provided in the image below.

Requirement	Code	Amount	
Revenues plus 20% of Surplus Fund (a)	(a)	19,651,624	Ratio Calc. (a)
100% of Current Expenses (a)	(a)(i)	14,393,397	
120% of Annual Principal and Interest on Revenue Bond (a)	(a)(ii)	1,724,724	
100% of Annual Principal and Interest on Other Indebtedness (a)	(a)(iii)	1,332,231	1 7 2
Subtotal of Revenue Coverage (a)	(a) Subtotal	17,450,352	1.72
Covenant Met (a)	Covenant Met Requirement (a)	2,201,272	
Revenues (b)	(b)	17,742,080	Ratio Calc. (b)
100% of Current Expenses (b)	(b)(i)	14,393,397	
110% of Annual Principal and Interest on Revenue Bond (b)	(b)(ii)	1,580,997	
100% of Annual Principal and Interest on Other Indebtedness (b)	(b)(iii)	1,332,231	1.15
Subtotal of Revenue Coverage (b)	(b) Subtotal	17,306,625	1.15
Covenant Met (b)	Covenant Met Requirement (b)	435,455	

Transfers Out. A **\$100,000** transfer out from the Water and Sewer Fund to the Water and Sewer Capital Reserve Fund (CRF) has been budgeted for FY24. The City has also budgeted a **\$589,000** transfer out from the Water and Sewer Fund to the Water and Sewer Capital Project Fund for the purchase of capital assets including vehicles and equipment we anticipate may extend past the fiscal year due to market factors and long lead times.

Other Funds

In addition to the two largest City funds, (1) the General Fund and (2) the Water and Sewer Fund, the City budgets for a variety of other funds. These include enterprise funds, special revenue funds, capital reserve funds, and internal service funds. These remaining funds make up approximately **10.57%**, or **\$5,931,259**, of the total **\$56,105,936** FY24 budgeted appropriations.

Downtown Program

Under the authority provided by NCGS §160A-536, the City levies two separate municipal service district (MSD) taxes, in addition to its base ad valorem taxing authority. These two MSDs participate in the North Carolina Main Street Program and provide services above and beyond the standard services provided throughout the City. Using the National Trust for Historic Preservation's Main Street Four Point Approach, the Advisory Committees seek to support and build upon inherent strengths in the City's two historic commercial districts. The Main Street Four Point approach includes Organization, Design, Economic Restructuring and Promotions. The two historic commercial districts that are part of the City of Hendersonville's Downtown Economic Development Program are each defined by Municipal Service Districts.

Advisory Boards. In February of FY21, the City Council voted to merge the two downtown advisory groups to form one board, the Downtown Advisory Board (DAB). This Board serves to advise City Council in matters pertaining to the Main Street and 7th Avenue Municipal Service Districts (MSDs). The merger is one result of the desire to create one vision for downtown, initially conceived as a strategic goal during a 2016 community charette focused on the future of downtown. The intervening years have seen several the identified strategies implemented, such as the restoration of the Grey Hosiery Mill, facilitating the advisory committees' merger. The proposed budget reflects recommendations from this joint Board and Staff.

A strategic priority developed by both the Main Street and 7th Avenue representatives on the DAB was the equalization of the districts property tax rate. This priority has been a discussion item for the DAB and City Council since 2019. The FY24 budget includes an equalized tax rate of **\$0.21 per \$100 valuation** for both MSDs.

Contributing to the tax rate equalization in the districts was the FY24 property reappraisal (a.k.a. revaluation) process. In FY23, Main Street MSD's appraised value is **\$119,147,306**; our most recent FY24 appraisal is **\$141,634,951**. At the new appraised value, Main Street MSD has a revenue neutral rate of **\$0.2032 per \$100 valuation**, which also incorporates growth factors and collection percentage assumptions. 7th Avenue MSD's FY23 appraised value is **\$26,253,251** and decreased in FY24's reappraisal to **\$24,721,567**, leading to a revenue neutral rate of **\$0.1967 per \$100 valuation** – higher than the current tax rate **\$0.17 per \$100 valuation**.

Additional information on the MSDs can be found on the following page.

Main Street MSD Fund. The Main Street municipal service district is bounded by Church and King Streets to the west and east and 7th Avenue and Allen Street to the north and south. The total FY24 budget is **\$757,592**. The FY24 budgeted property tax rate is **\$0.21 per \$100** valuation. Other key budgetary factors for FY24 are listed below.

- Sales tax budgeted revenue increased \$47,825 over the FY23 adopted budget.
- Fund balance will be appropriated (\$130,762) to support the purchase of capital and needed operating items.
- Personnel and benefits costs increased **\$74,740** compared to the adopted FY23 budget due to the addition of 2 FTEs for a dedicated Downtown Public Works Crew split with 7th Ave., a 3.0% COLA, and an increase in merit pay.
- A \$7,000 budget for capital outlay includes electric panel upgrades

7th Avenue MSD Fund. The 7th Avenue District's boundary encompasses the Avenue from Four Seasons Boulevard east to the Oklawaha Greenway and extends down Locust Street at its intersection with 7th North to 9th Avenue. The 7th Avenue MSD Fund tax rate is **\$0.21 per \$100 valuation** in FY24. The FY24 total budgeted appropriation is **\$181,843**. Important facts and trends include:

- Sales tax budgeted revenue increased \$8,765 (21.2%) over the adopted FY23 budget.
- A **\$63,442** fund balance appropriation is budgeted to support one-time operating and capital expenditures.
- Personnel and benefits costs increased **\$27,868** (**33.7%**) over the adopted FY23 budget due to the salary split for the dedicated Downtown Public Works crew, a 3.0% COLA, and increased merit pay.
- The following one-time expenditures are included in the 7th Avenue MSD Fund's FY24 budget: **\$12,500** for pedestrian wayfinding signage and **\$6,000** for Depot improvements.

Environmental Services Fund

The Environmental Services Fund (ESF) provides sanitation services to rate payers within the City. The ESF's total budget for FY24 is **\$1,866,035**, including a fund balance appropriation of **\$62,035**. The Fund's balance as of June 30th, 2022, totals **\$261,275**. Our year-end fund balance estimate for FY23 is **\$261,287**. Notable ESF trends are listed below.

- A **\$282k** increase to ESF Fee revenues for waste pickup is included in FY24's budget due to a **\$3.00/month** rate increase and forecasted customer demand.
- A **\$57,836** (**5.7%**) increase in personnel expenditures is budgeted in FY24, attributable to a 3.0% COLA and increased merit pay.
- The FY24 operating budget includes a **\$134,531** (**26.40%**) increase, due to increases in fuel, supplies, and other items needed for daily operations of the enterprise.
- The ESF will issue a **\$500,000** vehicle loan in FY24 through the Capital Project Fund, to acquire a refuse truck (**\$75,000**), leaf machine (**\$125,000**), and waste truck (**\$300,000**).
- A **\$62,267** (**66.7%**) increase to debt service is included for payments on a waste truck and a brush truck acquired in FY23 using debt proceeds.

Stormwater Fund

The Stormwater Fund provides stormwater infrastructure improvements, maintains the City's NPDES Phase II Permit, and completes street, curb, and gutter maintenance. The total FY24 budget for this Fund is \$1,500,344 – a \$9,868 (0.7%) increase over the FY23 adopted budget. The FY24 budget includes a fund balance appropriation of \$266,295. Based on historical revenue and expenditure trends, the estimated FY24 fund balance appropriation is \$122,167. Other important facts and trends include:

- The City Manager recommends the following stormwater rates and fees in FY24:
 - **\$6.00/month** flat fee for single family residential properties (+1.00/month).
 - \$6.00/month per equivalent residential unit (ERU) fee for non-residential properties with either: (1) a maximum payment of \$300.00/month; OR, (2) a 50% credit for properties with functioning stormwater control measures, whichever is less.
- Stormwater fees will not be charged to customers in the extraterritorial jurisdiction (ETJ).
- The FY24 budget includes **\$800,158** for salaries and benefits expenditures, a **2.8%** increase over the FY23 adopted budget of **\$778,276** this increase reflects the 3.0% COLA, increases in merit pay, and a change in salary splits.
- The FY24 capital improvement plan (CIP) includes a budget of **\$295k** for project construction, infrastructure assessments, and necessary equipment listed below. It is important to note this list includes both capital and major operating expenditures.

Project/Equipment Title	Esti	Estimated Cost	
7th Ave. Streetscape Stormwater Improvement	\$	100,000	
Green Infrastructure in City ROW		150,000	
Stormwater Easement Acquisition		5,000	
Streambank Stabilization/Buffer Enhancement		20,000	
Equipment Replacement		20,000	
Total Pay-Go Capital	\$	295,000	

The Business Advisory Committee and City Council were presented options for stormwater rate increases needed to generate revenues to offset future debt service costs on an estimated \$7.0M FY27 stormwater revenue bond for capital improvements identified by the Wash Creek Master Plan. Initially, a \$7.50/month rate was presented for FY24; however, following Board and Council feedback, the City adapted and recommends a gradual approach to rate changes. It is recommended the stormwater rate increase by \$1.00/month each fiscal year until the rate reaches \$9.00/month with a \$450.00 cap in FY27.

Staff continue to execute capital projects and conduct additional master planning. The City will remain observant of the outcomes of future planning, and will modify our recommendations as needed to support the service levels and capital project priorities determined by the City Council. Staff continue to pursue and receive grant revenues for near-term priorities, which have staved off the need for rate changes during a 2-year rate change moratorium.

Parking Fund

The Parking Fund was established by City Council on December 2nd, 2021. Since the creation of the fund, a new kiosk system has been installed and a new parking deck has been completed. This newly formed fund is an enterprise-type fund, providing parking services through revenues generated following the installation of a new downtown parking facility and parking kiosks, in addition to collections from parking violations. Services include the operation and maintenance of convenient, clean, safe, and affordable parking to residents and visitors. Included in the Parking Fund's FY24 budget are salaries for parking maintenance personnel, parking enforcement personnel, and debt service for kiosks, street sweepers, and parking enforcement officer vehicles. The total budget for the fund is **\$1,168,920**, a **\$267,479** (**18.62%**) decrease compared to the FY23 revised budget. The fund is estimated to end FY23 with a (**\$523,515**) fund balance. In FY24, the City has budgeted a fund balance appropriation of **\$138,420** and estimates ending FY24 with an increase in fund balance for a total balance or (**\$186,561**). It is expected at the close-out of the parking deck project that project savings will be enough to bring the Parking Fund's fund balance up to **\$0**. Future operating surpluses will begin to build the fund's fund balance.

Internal Service Fund

The City provides one internal service fund for the provision of health and welfare employee benefits. Internal service funds are used to account for the financing of goods or services provided by one department or agency of a governmental unit to other departments or agencies of the same governmental unit on a cost-reimbursement basis. The City's Health and Welfare Fund is adopted by ordinance as a financial plan, in accordance with North Carolina law.

Health & Welfare Fund. The total budget for this Fund is **\$306,025** in FY24, a **\$2,000** (0.7%) increase over the FY23 revised budget of **\$304,025**. This Fund pays for the City's MERP plan claims and provides other employee benefit services. These services are managed by the Wellness Committee and program. Each City fund makes annual contributions to this Fund to pay for the services provided.

Governmental Special Revenue Fund

The City supports a variety of other programs. These programs are relatively small in comparison to the other functions of the City. Some of the functions that these programs provide are related to police and fire community services, historic preservation, and the City's Walk of Fame Committee. The FY24 Governmental Special Revenue Fund budget makes up **\$50,500** of the total budget. The primary revenue source comes from donations or events which creates uncertainty when budgeting for revenues. The Government Special Revenue Fund is balanced using fund balance until revenues are realized; therefore, the fund is budgeted to need **\$50,500** in fund balance for FY24. This appropriation level is **\$40,000** lower than the FY23 revised budget.

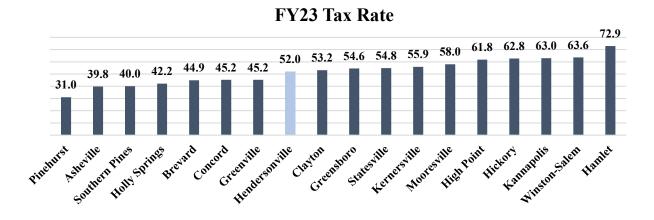
Water and Sewer Capital Reserve Fund

North Carolina General Statute 159-18 authorizes local governments to establish and maintain capital reserve funds for any purpose which a bond (debt) may be issued. The Water and Sewer Capital Reserve Fund (CRF) was established to raise funds for future economic development projects. In FY24, the City will adopt a budget including a **\$100,000** transfer to the Water and Sewer CRF from the Water and Sewer Fund,.

Budget in Total

As another 4-year revaluation cycle starts and ends, it again prompts the question: "What is the most appropriate property tax rate for the services we provide?" We have maintained a steady tax rate in the high \$0.40s to low \$0.50s in the past 10 years, with an average rate of \$0.51 since the last revaluation. At the FY20 revaluation, City Council set the course to proceed with increases to health insurance coverage benefits, building major capital projects including Fire Station #1, Edwards Park, and the 7th Avenue Streetscape, matching funds for a 12-firefighter SAFER grant, and embarked on a pay & classification study. These initiatives were forecasted to need a \$0.07 tax rate increase, in addition to a 23% revenue recapture during the FY24 revaluation. I am happy to report that we have successfully financed all priorities listed above with a \$0.03 tax increase and 20% revenue recapture.

This year, City Council is tasked with setting an appropriate property tax rate for a community of our size and service dynamic. The City's current rate is \$0.52 per \$100 of value which is in line with the average of some comparable communities. The graph below details a tax rate comparison:



The City of Hendersonville is a full-service municipality; however, our corporate boundary and population is small compared to most full-service county seats in the State. We total about 13% of the total population of Henderson County, with two municipalities of 4k to 6k population on our south and west. We also notice a regular influx of tourists and seasonal residents every year. The State average for county seats population to the county population is around 36%. In addition to the population of our community we also serve many tax-exempt properties. Around \$309m of assessed value is listed as tax-exempt, which equates to about 5 pennies on the tax rate. We undoubtedly play bigger than we are, which in turn drives the burden for excellent services to be carried by those that own property within City limits.

Throughout the budget process, a variety of tax rate options were presented to Council from just funding the projects, benefits, and services rendered to date, to increased benefits, increased personnel, and a \$10m future bond issuance. Recommended rates ranged from \$0.49 to \$0.52 per \$100 of value. The recommendations presented provided options from a \$0.03 tax decrease to maintaining the same rate and recouping new revenue from the county-wide revaluation of

real property to fund future services. Following guidance from the City Council's Budget Workshop on May 5th, 2023, I am recommending a \$0.49 rate per \$100 of value to fund the proposed FY24 budget.

This tax rate will fund the enhanced service provisions, increased benefits and salaries, and associated debt service taken on over the past four years. These accomplishments include the construction of the 26k sq. ft. Police Department Headquarters, construction of a new 20k sq. ft. Fire Station #1, construction and revitalization of historic Edwards Park and Laura E. Corn Minigolf, construction of the 7th Avenue Streetscape project, replacement of three fire apparatus (E9-1, T9-1, and E9-3), hiring of additional fire staffing through SAFER grants, additions of 75% health insurance dependent coverage, 6-week paid family leave, and short-term disability pay, and the implementation of a pay plan placing Hendersonville equal to the 75th percentile of its peers and competitors, a leader in the region. Through these accomplishments, the City has invested millions of dollars in the local economy, incentivized high-quality staff, and received a landmark insurance rating from the Office of State Fire Marshal, an ISO 1 community. These investments have positive impacts on our community through enhanced service delivery and lessening the burden of insurance costs across businesses in Hendersonville.

The proposed tax rate does not fund future priorities or projects identified at the City Council's annual planning retreat; however, City Staff are committed to promoting the vision and values through creative and cost-effective approaches. Without additional revenue options, major investments will be limited in the coming year. Lastly, depending on the health of the national and local economy, we may need additional tax increases in the coming years. We are currently in good financial position and will continue to pursue Council priorities in FY24.

In summary, this proposed budget is balanced in accordance with State statutes and attempts to address the priorities, which have been set by the City Council, for the 2023-2024 Fiscal Year. The budget is fiscally sound, and although it does not fund all the requests made by departments or external agencies, it does address the top priority needs of the City and will maintain a high level of service for Hendersonville's citizens, customers, and partners.

My appreciation is expressed to Brian Pahle, Adam Murr, Jenny Floyd, and others who assisted budget preparation.

I recommend the proposed budget for Fiscal Year 2023-2024 to the Mayor and City Council.

Respectfully submitted,

John F. Connet City Manager



Ordinance #_____

BUDGET ORDINANCE

AN ORDINANCE MAKING APPROPRIATIONS FOR CERTAIN EXPENSES, CAPITAL IMPROVEMENTS AND INDEBTEDNESS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024

WHEREAS, the City of Hendersonville is approaching the conclusion of its current fiscal year and will enter into a new fiscal year 2023-2024 (FY24) on July 1, 2023; and,

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

WHEREAS, the FY24 budget and budget message were submitted to the Hendersonville City Council by the budget officer, the City Manager, on May 12, 2023 as required by N.C.G.S. § 159-11(b); and,

WHEREAS, a copy of the FY24 budget was filed with the Hendersonville City Clerk on May 12, 2023 as required by N.C.G.S. § 159-12(a); and,

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

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

SECTION 1: That the following amounts are hereby appropriated for the following governmental and proprietary funds for the fiscal year beginning July 1, 2023, and ending June 30, 2024, with the estimated, budgeted revenues and other financing for each fund being as stated:

GOVERNMENTAL FUNDS General Fund Budgeted Revenues (23, 260, 070)Ad Valorem Taxes (13, 942, 500)(7,500) Other Taxes & Licenses (7,571,000)Unrestricted Intergovernmental **Restricted Intergovernmental** (749, 920)Sales & Services (363,600)Permits & Fees (444,550)**Investment Earnings** (175,000)Miscellaneous (6,000)

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Budgeted Expenditures	25,909,589
General Government	4,153,901
Community Development	911,063
Fire	5,354,780
Police	6,782,286
Public Works	5,053,846
Debt Service	3,578,713
Other Financing (Sources)/Uses	(2,649,519)
Proceeds of Debt	-
Sale of Capital Assets	(35,000)
Transfers (In)	-
Transfers Out	75,000
Fund Balance Appropriated	(2,614,519)
Sub-Total Revenues & Other Financing	(25,909,589)
Sub-Total Appropriations	25,909,589

SPECIAL REVENUE FUNDS

Main Street MSD Fund	
Budgeted Revenues	(626,830)
Ad Valorem Taxes	(292,300)
Other Taxes & Licenses	-
Unrestricted Intergovernmental	(314,000)
Restricted Intergovernmental	-
Permits & Fees	(15,000)
Sales & Services	-
Investment Earnings	(100)
Miscellaneous	(5,430)
Budgeted Expenditures	757,592
Downtown Program	712,312
Debt Service	45,280
Other Financing (Sources)/Uses	(130,762)
Fund Balance Appropriated	(130,762)
Sub-Total Revenues & Other Financing	(757,592)
Sub-Total Appropriations	757,592

Seventh Avenue MSD Fund

Budgeted Revenues	(118,400)
Ad Valorem Taxes	(51,300)
Other Taxes & Licenses	-
Unrestricted Intergovernmental	(62,000)
Restricted Intergovernmental	-
Permits & Fees	-
Sales & Services	(5,000)
Investment Earnings	(100)
Miscellaneous	-
Budgeted Expenditures	181,843

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Downtown Program	181,84
Other Financing (Sources)/Uses	(63,443
Fund Balance Appropriated	(63,443
Sub-Total Revenues & Other Financing	(181,843
Sub-Total Appropriations	181,84
Governmental Special Revenue Fund	
Budgeted Revenues	
Miscellaneous	
Budgeted Expenditures	50,50
Fire	4,00
Historic Preservation	7,50
Police	35,00
Walk of Fame	4,00
Other Financing (Sources)/Uses	(50,500
Fund Balance Appropriated	(50,500
Sub-Total Revenues & Other Financing	(50,500
Sub-Total Appropriations	50,50
ROPRIETARY FUNDS	
Water & Sewer Fund	
Budgeted Revenues	(23,876,650
Sales & Services	(22,952,000
Permits & Fees	(538,350
Water & Sewer Taps	(367,300
Investment Earnings	(8,000
Miscellaneous	(11,000
Budgeted Expenditures	23,576,08
General Business	8,015,35
Water Facilities	1,604,07
Water Treatment	2,299,53
Water Operations	753,70
Water Distribution	2,761,03
Wastewater Facilities Maintenance	494,95
Wastewater Treatment	1,967,27
Wastewater Operations Support	312,20
Wastewater Collection	1,487,60
Debt Service	3,880,34
Other Financing (Sources)/Uses	300,56
Transfers (In)	
Transfers Out	689,00
Fund Balance Appropriated	(388,438
Sub-Total Revenues & Other Financing	(24,265,088
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Section 7, Item A.

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Parking Fund	
Budgeted Revenues	(1,030,500)
Sales & Services	(975,000)
Permits & Fees	-
Investment Earnings	-
Miscellaneous	(55,500)
Budgeted Expenditures	1,168,920
Parking	356,720
Debt Service	812,200
Other Financing (Sources)/Uses	(138,420)
Proceeds of Debt	-
Transfers (In)	-
Transfers Out	-
Fund Balance Appropriated	(138,420)
Sub-Total Revenues & Other Financing	(1,168,920)
Sub-Total Appropriations	1,168,920

Stormwater Fund

Budgeted Revenues	(1,234,050)
Sales & Services	(1,230,000)
Permits & Fees	(1,000)
Investment Earnings	(3,050)
Miscellaneous	-
Budgeted Expenditures	1,347,344
Stormwater	1,262,266
Debt Service	85,078
Other Financing (Sources)/Uses	153,000
Proceeds of Debt	-
Transfers (In)	-
Transfers Out	153,000
Fund Balance Appropriated	(266,294)
Sub-Total Revenues & Other Financing	(1,500,344)
Sub-Total Appropriations	1,500,344

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Environmental Services Fund	
Budgeted Revenues	(1,804,000)
Sales & Services	(1,803,000)
Permits & Fees	-
Investment Earnings	(300)
Miscellaneous	(700)
Budgeted Expenditures	1,866,035
Sanitation	1,710,475
Debt Service	155,560
Other Financing (Sources)/Uses	-
Proceeds of Debt	-
Transfers (In)	-
Transfers Out	-
Fund Balance Appropriated	(62,035)
Sub-Total Revenues & Other Financing	(1,866,035)
Sub-Total Appropriations	1,866,035
Water & Sewer Capital Reserve Fund	
Budgeted Revenues	-
Budgeted Expenditures	-
Other Financing (Sources)/Uses	-
Transfers (In)	(100,000)
Transfers Out	100,000
Sub-Total Revenues & Other Financing	(100,000)
Sub-Total Appropriations	100,000
INTERNAL SERVICE FUNDS	
Health & Welfare Fund	
Budgeted Revenues	(306,025)
Sales & Services	(293,025)
Grant Revenue	-
Miscellaneous	(13,000)
Budgeted Expenditures	306,025
Employee Benefits	306,025
Other Financing (Sources)/Uses	-
Fund Balance Appropriated	-
Sub-Total Revenues & Other Financing	(306,025)
Sub-Total Appropriations	306,025
Total Revenues & Other Financing	(56,105,936)

Total Revenues & Other Financing	(56,105,936)
Total Appropriations	56,105,936

SECTION 2: That the attached detailed budget document reflects the estimated revenues, revenue contributions, and budget appropriations of the City of Hendersonville, North Carolina, for the period beginning July 1, 2023, and ending June 30, 2024. A copy of the budget document shall be furnished to the City Clerk, City Manager and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

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

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

SECTION 5: That there is hereby levied a tax at the rate of forty-nine cents (\$0.49) per one hundred dollars (\$100.00) valuation of property. This rate is based on an estimated total valuation of property for the purpose of taxation of \$2,892,477,570 and estimated collection rate of 98.00%. Per NCGS § 159-11(e), a revenue neutral tax rate was calculated to be forty-one and ninety-two cents (\$0.4192) per one hundred dollars (\$100.00) valuation of property (\$0.4192/\$100.00).

SECTION 6: That there is hereby levied a tax at the rate of twenty-one cents (\$0.21) per one hundred dollars (\$100.00) valuation of property, for the Main Street Municipal Service District formed upon a petition of some of the property owners, established for the purpose of infrastructure improvements and special events in the district. This rate is based on an estimated total valuation of property for the purpose of taxation of \$141,634,951 and an estimated collection rate of 98.00%. Per NCGS § 159-11(e), a revenue neutral tax rate was calculated to be twenty and thirty-two cents (\$0.2032) per one hundred dollars (\$100.00) valuation of property (\$0.2032/\$100.00).

SECTION 7: That there is hereby levied a tax at the rate of twenty-one cents (\$0.21) per one hundred dollars (\$100.00) valuation of property, for the Seventh Avenue Municipal Service District formed upon a petition of some of the property owners, established for the purpose of infrastructure improvements and special events in the district. The rate is based on an estimated total valuation of property for the purpose of taxation of \$24,721,567 and an estimated collection rate of 98.00%. Per NCGS \$159-11(e), a revenue neutral tax rate was calculated to be nineteen and sixty-seven (\$0.1967) per one hundred dollars (\$100.00) valuation of property (\$0.1967) per one hundred dollars (\$100.00) valuation of property (\$0.1967) per one hundred dollars (\$100.00) valuation of property (\$0.1967) per one hundred dollars (\$100.00) valuation of property (\$0.1967) per one hundred dollars (\$100.00) valuation of property (\$0.1967) per one hundred dollars (\$100.00) valuation of property (\$0.1967) per one hundred dollars (\$100.00) valuation of property (\$0.1967) per one hundred dollars (\$100.00) valuation of property (\$0.1967) per one hundred dollars (\$100.00) valuation of property (\$0.1967) per one hundred dollars (\$100.00) valuation of property (\$0.1967) per one hundred dollars (\$100.00) valuation of property (\$0.1967) per one hundred dollars (\$100.00) valuation of property (\$0.1967) per one hundred dollars (\$100.00) valuation of property (\$0.1967) per one hundred dollars (\$100.00) valuation of property (\$0.1967) per one hundred dollars (\$100.00) valuation of property (\$0.1967) per one hundred bollars (\$100.00) valuation of property (\$0.1967) per one hundred bollars (\$0.1

SECTION 8: That there is hereby adopted an official Fee Schedule listing specific fees, licenses, and utility rates charged by the City of Hendersonville for the use of City facilities and equipment for the purposes of making them available to public, specific utility rates the proceeds

of which are for the maintenance and expansion of its utility systems, the reproduction of public records and other miscellaneous services to cover the actual cost of producing these documents and information under the provision of

NCGS §132-6.2, and other various fees associated with enhanced direct services provided by the City. The *Fee Schedule* is incorporated herein by reference and shall be placed on file in the office of the City Clerk.

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

SECTION 10: This ordinance shall become effective on and after July 1, 2023.

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

Passed and adopted at the regular meeting of the City Council of the City of Hendersonville, North Carolina, held this 1st day of June 2023.

ATTEST:

Barbara G. Volk, Mayor, City of Hendersonville

City Clerk

Approved as to form:

City Attorney

Ordinance #____

CAPITAL RESERVE FUND ORDINANCE

AN ORDINANCE SETTING CAPITAL RESERVE GUIDELINES FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA FOR THE YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024

WHEREAS, under North Carolina General Statute 159-18 the City of Hendersonville is authorized to establish and maintain a capital reserve for any purposes for which bonds may be issued; and,

WHEREAS, the City Council deems it is in the best interest of the citizens of Hendersonville to establish a capital reserve to fund future capital improvements; and,

WHEREAS, the capital reserve fund will be used in conjunction with a multi-year capital improvement program to be reviewed annually during the budget process; and,

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

SECTION 1 BUDGET: That the following Capital Reserve Fund (CRF) budget, purpose, anticipated revenues, and project appropriations are hereby adopted for the operation of the City of Hendersonville and its activities for the fiscal year beginning July 1, 2023 and ending June 30, 2024, in the amount of \$100,000.

SECTION 2 PURPOSE: That the purpose of the City of Hendersonville CRF will be to (1) raise funds for water and sewer system rehabilitation and expansion projects, (2) provide greater levels of transparency in raising and expending funds on capital projects, (3) delineate the timeframe for which revenues will be raised for and expended on capital projects, (4) display the amounts of revenues and expenditures for capital projects funded through the CRF, and (5) detail revenue sources of the fund.

This Capital Reserve Fund Ordinance will, more specifically, be established alongside the City's Budget Ordinance to provide for water and sewer system capital rehabilitation and expansion. The City has recognized the need to fund future system expansion projects and desires to fund such projects through a CRF to enhance transparency and accountability.

SECTION 3 TIMEFRAME: That revenues for Water and Sewer Fund related capital projects will be raised over a period of five (5) fiscal years - from July 1, 2023 to June 30, 2027.

SECTION 4 AMOUNTS ACCUMULATED: That this fiscal year (FY24), the City will transfer \$100,000.00 from the Water and Sewer Fund (060) to the Capital Reserve Fund (459). The Capital Reserve Fund has an estimated balance to end the fiscal year June 30th, 2023 of \$100,000. The City will save \$500,000 of revenue in the CRF for future system expansion projects. The City anticipates expending \$500,000 on system rehabilitation and expansion projects.

SECTION 5 REVENUE SOURCES: That the revenue source planned for the CRF is a transfer from the Water and Sewer Fund. Each year delineated, the City will transfer \$100,000 from the Water and Sewer Fund to the CRF until \$500,000 is accumulated.

Passed and adopted at the regular meeting of the City Council of the City of Hendersonville, North Carolina, held this 1st day of June, 2023.

ATTEST:

Barbara G. Volk, Mayor, City of Hendersonville

City Clerk

Approved as to form:

City Attorney

Resolution #_____

RESOLUTION OF INTENT

A RESOLUTION TO CONSIDER AND ADOPT THE RECOMMENDED CAPITAL IMPROVEMENT PLAN (CIP) AND FOLLOW THE RATE SCHEDULE FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA FOR THE FISCAL YEAR 2023 - 2024 THROUGH THE FISCAL YEAR 2033 - 2034

WHEREAS, the City of Hendersonville recognizes that a Capital Improvement Plan (CIP) enables staff and the Board to plan for a vibrant community; and

WHEREAS, the CIP is a 10-year planning tool designed to help the City plan for the repair, replacement, and acquisition of capital items; to assist in financial planning; to ensure better coordination and evaluation of projects; to provide necessary lead time for project planning, and to maintain or improve the City's credit rating and fiscal health; and

WHEREAS, the recommended FY24 through FY34 CIP updates preceding budgets and CIPs of prior fiscal years; and,

WHEREAS, this plan is updated annually for Board review; and,

WHEREAS, this flexibility in the planning and implementation of capital needs makes the City's CIP responsive to the changing needs of its community; and,

WHEREAS, the City intends to reimburse itself for funds expended with debt proceeds, contributions, or grant revenues, for any projects identified as such in the CIP table; and,

WHEREAS, the Board intends to follow the water and sewer rate recommendations as to provide adequate funding for the projects identified in the CIP while maintaining a strong financially sustainable fiscal position; and,

WHEREAS, this CIP will provide a vibrant future for our community and is intended to further the vision and mission of the City.

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

SECTION 1: That the City of Hendersonville City Council has received and adopts the recommended Capital Improvement Plan (CIP) in conjunction with the annual City Budget for Fiscal Year 2023-2024 (FY24).

Passed and adopted at the regular meeting of the City Council of the City of Hendersonville, North Carolina, held this 1st day of June, 2023.

ATTEST:

Barbara G. Volk, Mayor, City of Hendersonville

City Clerk

Approved as to form:

City Attorney

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Resolution #____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AUTHORIZING INCREASE IN MICRO-PURCHASE THRESHOLD

WHEREAS, from time to time, the City of Hendersonville purchases goods and services using federal funding subject to the procurement standards in 2 C.F.R. Part 200, Subpart D; and,

WHEREAS, the City of Hendersonville's procurement of such goods and services is subject to the purchasing policies of the City, including but not limited to the City of Hendersonville Uniform Guidance Procurement Policy; and,

WHEREAS, the City of Hendersonville is a non-Federal entity under the definition set forth in 2 C.F.R. § 200.1; and,

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(ii), a non-Federal entity may award micro-purchases without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents that the non-Federal entity files; accordingly; and,

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iii), a non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures; and,

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), a non-Federal entity may selfcertify on an annual basis a micro-purchase threshold not to exceed \$50,000 and maintain documentation to be made available to a Federal awarding agency and auditors in accordance with 2 C.F.R. § 200.334; and,

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), such self-certification must include (1) a justification for the threshold, (2) a clear identification of the threshold, and (3) supporting documentation, which, for public institutions, may be a "higher threshold consistent with State law"; and,

WHEREAS, G.S. 143-129(a) and G.S. 143-131(a) require the City of Hendersonville to conduct a competitive bidding process for the purchase of (1) "apparatus, supplies, materials, or equipment" where the cost of such purchase is equal to or greater than \$30,000, and (2) "construction or repair work" where the cost of such purchase is greater than or equal to \$30,000; and,

WHEREAS, North Carolina law does not require a unit of local government to competitively bid for purchase of services other than services subject to the qualifications-based selection process set forth in Article 3D of Chapter 143 of the North Carolina General Statutes (the "Mini-Brooks Act"); and,

WHEREAS, G.S. 143-64.32 permits units of local government to exercise, in writing, an exemption to the qualifications-based selection process for services subject to the Mini-Brooks Act for particular projects where the aggregate cost of such services do not exceed \$50,000; and,

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), the City Council for the City of Hendersonville now desires to adopt higher micro-purchase thresholds than those identified in 48 C.F.R. § 2.101 in order to take advantage of increased efficiencies and cost savings that are available under an increased micro-purchase threshold exemption.

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

SECTION 1: That in accordance with 2 C.F.R. § 200.320(a)(1)(iv) and the applicable provisions of North Carolina law, the City of Hendersonville hereby self-certifies the following micro-purchase thresholds, each of which is a "higher threshold consistent with State law" under 2 C.F.R. § 200.320(a)(1)(iv)(C) for the reasons set forth in the recitals to this resolution:

- A. \$30,000, for the purchase of "apparatus, supplies, materials, or equipment"; and,
- B. \$30,000, for the purchase of "construction or repair work"; and,
- C. \$50,000, for the purchase of services not subject to competitive bidding under North Carolina law; and,
- D. \$50,000, for the purchase of services subject to the qualifications-based selection process in the Mini-Brooks Act; provided that such threshold shall apply to a contract only if the City has exercised an exemption to the Mini-Brooks Act, in writing, for a particular project pursuant to G.S. 143-64.32. If the exemption is not authorized, the micro-purchase threshold shall be \$10,000; and,
- E. \$50,000 for any contract, other than those described in A-D above, that is exempt from competitive procurement requirements under North Carolina State Law.

SECTION 2: The self-certification made herein shall be effective as of the date hereof and shall be applicable until the end of the current fiscal year of the City of Hendersonville but shall not be applicable to Federal financial assistance awards issued prior to November 12, 2020, including financial assistance awards issued prior to that date under the Coronavirus Aid, Relief, and Economic Support (CARES) Act of 2020 (Pub. L. 116-136).

SECTION 3: In the event that the City of Hendersonville receives funding from a federal grantor agency that adopts a threshold more restrictive than those contained herein, the City shall comply with the more restrictive threshold when expending such funds.

SECTION 4: The City of Hendersonville shall maintain documentation to be made available to a Federal awarding agency, any pass-through entity, and auditors in accordance with 2 C.F.R. § 200.334.

SECTION 5: The City Manager, Assistant City Manager, Finance Director, and Budget Manager of the City of Hendersonville are hereby authorized, individually and collectively, to revise the purchasing policies of the City, including but not limited to the City of Hendersonville Uniform Guidance Procurement Policy, to reflect the increased micro-purchase thresholds specified herein, and to take all such actions, individually and collectively, to carry into effect the purpose and intent of the foregoing resolution.

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Passed and adopted at the regular meeting of the City Council of the City of Hendersonville, North Carolina, held this 1st day of June, 2023.

ATTEST:

Barbara G. Volk, Mayor, City of Hendersonville

City Clerk

Approved as to form:

City Attorney

Ordinance #____

CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE FY24 VEHICLE AND EQUIPMENT PROJECT, #VE024

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

SECTION 1: The project authorized is a City project described as the FY24 Vehicle and Equipment Project, #VE024.

Account Codes			Account Description	Total Budget	
Fund	Dept.	Account	Project	-	U
410	1300	554002	VE024	C/O-Vehicles (14-47, Marked)	\$60,500
410	1300	554002	VE024	C/O-Vehicles (14-53, Marked)	\$60,500
410	1300	554002	VE024	C/O-Vehicles (14-52, Marked)	\$60,500
410	1300	554002	VE024	C/O-Vehicles (14-55, Marked)	\$60,500
410	1300	554002	VE024	C/O-Vehicles (14-48, Marked)	\$60,500
410	1300	554002	VE024	C/O-Vehicles (14-49, Marked)	\$60,500
410	1300	554002	VE024	C/O-Vehicles (14-50, Un-marked)	\$40,000
410	1400	554001	VE024	C/O-Equipment (SCBAs)	\$325,000
410	1400	554002	VE024	C/O-Vehicles (14-61, SUV)	\$65,000
410	1400	554002	VE024	C/O-Vehicles (14-84, Truck)	\$40,000
410	1502	554002	VE024	C/O-Vehicles (Sust. Vehicle)	\$50,000
410	1523	554002	VE024	C/O-Vehicles (16-03, 2500 Series)	\$63,000
410	1525	554002	VE024	C/O-Vehicles (14-30, 2500 Series)	\$53,000
410	1525	554001	VE024	C/O-Vehicles (14-58, 2500 Series)	\$53,000
410	1525	554001	VE024	C/O-Equipment (43-03, Ventrac)	\$100,000
410	1555	554001	VE024	C/O-Equipment (20-01, Dump)	\$150,000
460	7002	554002	VE024	C/O-Vehicles (All W&S Vehicles)	\$205,000
460	7002	554001	VE024	C/O-Equipment (42-06, Skid Steer)	\$100,000
460	7002	554001	VE024	C/O-Equipment (44-08, Excavator)	\$82,000
460	7002	554001	VE024	C/O-Equipment (LSL Crew Dump)	\$120,000
460	7002	554001	VE024	C/O-Equipment (LSL Crew Exc.)	\$82,000
468	7855	554002	VE024	C/O-Vehicles (14-18)	\$75,000
468	7855	554001	VE024	C/O-Equipment (61-17)	\$125,000
468	7855	554001	VE024	C/O-Equipment (Waste Truck)	\$300,000

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

Total Project Appropriation\$2,391,000

Account Codes			Account Description	Total Budget	
Fund	Dept.	Account	Project		
410	0000	470010	VE024	Debt Proceeds (FY24 V&E Loan)	(\$1,302,000)
460	0000	470100	VE024	Transfers In (from 060)	(\$589,000)
468	0000	470010	VE024	Debt Proceeds (FY24 V&E Loan)	(\$500,000)

SECTION 3: The following revenues are anticipated to be available via transfers and debt proceeds:

Total Project Appropriation	(\$2,391,000)

SECTION 4: The Finance Director is hereby directed to maintain within the General Fund, Water and Sewer Fund, Environmental Services Fund, and the Capital Project Funds sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

SECTION 5: Funds may be advanced from the General Fund, Water and Sewer Fund, and Environmental Services Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

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

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

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

SECTION 9: The City Manager, or designee, is authorized to declare the project completed and close the project ordinance.

Passed and adopted at the regular meeting of the City Council of the City of Hendersonville, North Carolina, held this 1st day of June, 2023.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Resolution #____

HENDERSONVILLE, NORTH CAROLINA DECLARATION OF OFFICIAL INTENT TO REIMBURSE

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

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

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE FY24 VEHICLE AND EQUIPMENT PROJECT (PROJECT #VE024), ORDINANCE #_____ (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$2,391,000.

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

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Passed and adopted at the regular meeting of the City Council of the City of Hendersonville, North Carolina, held this 1st day of June, 2023.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE FEE SCHEDULE ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2023-2024

Public Hearing required for items denoted with asterisk

DESCRIPTION	COST / CHARGE / FEE
ADMINISTRATION	
General	
Clerk's Certification of Public Records	\$3.00 per page (after first page)
Application for Certificate of Public Convenience & Necessity (taxicab)	\$60.00
Horse-Drawn Carriage Permit	\$60.00
Flash Drives:	
0-8 GB	\$5.00 each
16-128 GB	\$7.00 each
>/= 128 GB	\$20.00 each
Copy Charges (per page)	
Black	\$0.15
Color	\$0.25
City Council Agenda Subscription	
Meeting Subscription & Printing	\$16.00 per agenda packet
Annual Subscription & Printing	\$180.00 per fiscal year
Special Event Fees	
Event Application Fee	\$25.00 per application
Class A Special Event Closure (High-Impact full Main Street MSD Closure)	\$700.00 per day
Class B Special event closure (moderate impact, full Main Street MSD Closure)	\$450.00 per day
Class C Special Event Closure (Full Main Street with Avenues Open	\$300.00 per day
Class D Special Event Closure (Closure of 2 blocks or less)	\$75.00 per block, per day
Class E - Special Event Closure (Closure of parking spaces at Courthouse Plaza)	\$50.00 per day
Multi-Day Food Vendors	\$55.00 per day

COMMUNITY DEVELOPMENT	
General-Zoning Compliance	
Zoning Verification Letter	\$50.00
Zoning Compliance Permit	\$50.00
Temporary Use Permit	\$60.00
Floodplain Development Permit	\$300.00
Non-Conforming Use Alteration Request (BOA Review)	\$100.00
Variance Request (BOA Review)	\$75.00
Telecommunications Towers, Antennas and Equipment	
Basic Permit (C-3, I-1)	\$450.00
Special Use Permit ¹	\$2,500.00
Small Wireless Facilities (first 5 facilities)	\$100.00 each
Additional small wireless facilities on the same application	\$50.00 each
Administrative Review	No Charge

CITY OF HENDERSONVILLE FEE SCHEDULE ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2023-2024

Public Hearing required for items denoted with asterisk

DESCRIPTION	COST / CHARGE / FEE
General -Copy & Scan Charges Per Page	
Black	\$0.15
Color	\$0.25
Conditional Use	\$200.00
Copy Charges (per page)	
Black	\$0.15
Color	\$0.25
General -Copy & Scan Charges Per Page	••••
Large Format Copy	\$10.00
Large Format Scan	\$5.00
Zoning Map	\$5.00
Future Land Use Map Copy	\$5.00
General - Code Enforcement	
Nuisance Fee (Admin. Cost Doubles for each Offense within a Year)	Cost + \$100.00 Admin. Cost
Encroachment Permit	
Outdoor Dining Fee (Annual)	\$0.50 per Sq. Ft
Demolition Admin Fee	\$100.00
Sign Permits	
Sign Compliance Permit	\$75.00
Rezoning Requests	
Zoning Ordinance Map Amendment (Standard Rezoning)	
Commercial or Industrial	\$275.00
Residential < 3 acres	\$175.00
Residential > 3 acres	\$225.00
Zoning Map Amendment (Conditional Rezoning)	
Conditional Rezoning - Legislative Process	\$100 per acre, \$500 minimum
Final DRC Review	\$500.00
Zoning Ordinance Text Amendments	\$175.00
Site Plan Reviews & Amendments	
Commercial, Industrial or Institutional	
5,000 - 19,999 square feet in floor area	\$300.00
20,000 - 50,000 square feet in floor area	\$450.00
Residential Developments	
3 - 10 dwellings	\$300.00
11 - 50 dwellings	\$450.00
Special Use Permit	\$200.00
Traffic Impact Analysis Study (Administrative Review)	\$1,000.00
Plat Review	
Subdivision Plats	\$20.00 per lo
Street Closing Petition-(\$1,000 deposit)	\$1,000.00
Annexation Petition & Plat Review	
Contiguous	\$300.00
Satellite	\$450.00
Note 1: Applicable only to applications required to meet the additional standards contained in Section 16-4-23.4.	
Fees for towers proposed for siting in PCD or PID district are included in the fee for conditional use review.	

CITY OF HENDERSONVILLE FEE SCHEDULE ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2023-2024

Public Hearing required for items denoted with asterisk

DESCRIPTION	COST / CHARGE / FEE
FIRE DEPARTMENT	
General	
Illegal Burn Fee	\$100.00
Operational Permits	
ABC License Fee	\$50.00
Amusement Buildings	\$50.00
Carnival and Fairs	\$50.00
Combustible dust-producing operations	\$100.00
Covered and Open Mall Buildings	\$50.00
Exhibits and trade shows (per event)	\$50.00
Explosives	\$100.00
Flammable and Combustible Liquids	\$100.00
Fumigation and thermal insecticide fogging	\$100.00
Liquid or gas-fueled vehicles or equipment in assembly buildings	\$100.00
Private Hydrants	\$50.00
Pyrotechnic special effects material	\$100.00
Spraying and Dipping	\$100.00
Temporary membrane structures, tents, and canopies (excludes special events)	\$50.00
Construction Permits	
Automatic fire extinguishing systems	\$100.00
Battery systems	\$100.00
Compressed gas	\$100.00
Cryogenic fluids	\$100.00
Emergency responder radio coverage system	\$100.00
Fire alarm and detection systems and related equipment	\$100.00
Fire pumps and related equipment	\$100.00
Flammable and Combustible liquids	\$100.00
Gates and barricades across fire apparatus access roads	\$100.00
Hazardous Materials	\$100.00
Industrial Ovens	\$100.00
LP Gas	\$100.00
Private fire hydrant	\$100.00
Smoke control or smoke exhaust systems	\$100.00
Solar photovoltaic power systems	\$100.00
Spraying and Dipping	\$100.00
Standpipe systems	\$100.00
Temporary membrane structures, tents, canopies (per site, excludes special events)	\$50.00
Construction Plans Review	
Commercial hood suppression systems	\$100.00
Explosives and fireworks	\$100.00
Petroleum tanks and appurtenances	\$100.00

CITY OF HENDERSONVILLE FEE SCHEDULE ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2023-2024

Public Hearing required for items denoted with asterisk

DESCRIPTION	COST / CHARGE / FEE
Sprinkler systems, fire alarm systems and Emergency Responder Radio Coverag	e Systems
Minimum up to 1,000 square feet	\$50.00
1,001 - 5,000 square feet	\$100.00
5,001 - 10,000 square feet	\$150.00
10,001 - 25,000 square feet	\$200.00
25,001 - 50,000 square feet	\$250.00
50,001 - 100,000 square feet	\$300.00
100,001 - 200,000 square feet	\$350.00
Over 200,000 square feet	\$400.00
Work without a permit	\$250.00
Fire Inspection Fees	
Minimum up to 1,000 square feet	\$50.00
1,001 - 5,000 square feet	\$100.00
5,001 - 10,000 square feet	\$150.00
10,001 - 25,000 square feet	\$200.00
25,001 - 50,000 square feet	\$250.00
50,001 - 100,000 square feet	\$300.0
100,001 - 200,000 square feet	\$350.00
Over 200,000 square feet	\$400.00
R-2 & S Occupancies (Apartment Complexes, Storage Units, etc.)	
1-20 Units	\$50.0
21-50 Units	\$100.0
51-100 Units	\$150.00
101-150 Units	\$200.00
151-200 Units	\$250.00
201-250 Units	\$300.00
251-300 Units	\$350.00
Over 300 Units	\$400.00
Re-inspections	
Re-inspection Fee (Follow-up) per re-inspection	\$100.00
Annual Non-Compliant Inspection Fee	\$250.00
Hazardous Material Response Fees	
Chief Officer - per officer (per hr.)	\$75.00
Engine Company Response - per engine (per hr.)	\$150.0
Fire Marshal/Deputy Fire Marshal - per person (per hr.)	\$50.00
Ladder/Truck Response - per ladder/truck (per hr.)	\$200.0
Materials/Supplies Used	Actual replacement cos
Off Duty/Call Back Personnel	Average hourly rate x 1.
Site Assessment Fee	\$50.0

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CITY OF HENDERSONVILLE FEE SCHEDULE ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2023-2024

Public Hearing required for items denoted with asterisk

*Public Hearing required for items de	*Public Hearing required for items denoted with asterisk*		
DESCRIPTION	COST / CHARGE / FEE		
FINANCE			
General			
Beer License - On Premises	\$15.00		
Beer License - Off Premises	\$5.00		
Carnival Permit	\$100/week + \$5 per device		
Delinquent Account Fee	\$40.00		
Returned item fee	\$25.00		
Itinerant Merchant/Peddlers Permit	\$100.00		
Utility Application Fee	\$10.00		
Motor Vehicle Tag Fee	\$15.00		
Wholesale Dealers License - Beer Only	\$37.50		
Wholesale Dealers License - Wine Only	\$37.50		
Wholesale Dealers License - Wine Only Wholesale Dealers License - Beer & Wine	\$62.50		
Wine License - On Premises	\$15.00		
Wine License - Off Premises	\$15.00		
separate ABC licenses for each location. City beer and wine taxes must increase by 10% taxpayer for use at a separate location. Furthermore, G.S. 105-236 applies penalties for Operating a business without the required privilege license triggers a monthly penalty Failure to pay the required tax triggers a separate 10% penalty. These violations are o	or failure to pay for and obtain local beer and wine license taxes. of 5 % of the applicable privilege license tax, up to a total of 25 %.		
POLICE			
General			
Fingerprinting	\$10.00		
Precious Metals Dealer Background Check	\$75.00		
Precious Metals Dealer Permit	\$180.00		
Parking Fees, Fines & Penalties:			
All Other Parking Violations C.O. 50	\$50.00		
Construction parking permit (per day)	\$15.00		
Crosswalk	\$50.00		
Fire Lane	\$100.00		
Fire Hydrant	\$100.00		
Habitual Offender (3 Tickets or more in 30 days)	\$100.00		
Handicapped	\$250.00		
Loading Zone/15 minute parking	\$50.00		
Lost Ticket Fee (Parking Deck)	\$20.00		
Lost/Replacement/2nd Parking Deck Puck	\$25.00		
Monthly Parking Space - Deck Permit	\$80.00		
Monthly Parking Space - Interior Lot Permit	\$60.00		
Monthly Parking Space - Exterior Lot Permit	\$25.00		
Overtime/Expired meter	\$50.00		
Parking Meter (per 1/2 hour)	\$0.50		
Parking Meter - Surface Lots and Decks (per hour)	\$1.50 (\$10 max per parking session)		
Parking Meter - Main St. and Avenues (per hour)	\$2.00		
Penalty after 15 days			

Penalty after 30 days additional

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\$100.00

CITY OF HENDERSONVILLE FEE SCHEDULE ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2023-2024

Public Hearing required for items denoted with asterisk

DES CRIPTION	COST / CHARGE / FEE
PUBLIC WORKS	
Boyd Park Mini-Golf Admission	
Adults	\$3.00
Children	\$2.00
Course Rental (half day - with concessions)	\$300.00
Course Rental (half day - without concessions)	\$200.00
General	
Backhoe (per hour)	\$125.00
Building Maintenance Fees (per hour)	\$75.00
Bush Hogs/Tractor Mowing (per hour)	\$80.00
Electrical Usage - 20 Amps or Less (at parks)	\$25.00 per day
Electrical Usage- 21 Amps - 50 Amps (at parks)	\$50.00 per day
Electrical Usage - over 50 Amps (at parks)	\$100.00 per day
Encroachment Permit Fee (asphalt & concrete cuts)	\$100.00
Encroachment Permit Fee (temporary sidewalk and road closure)	\$50.00
Encroachment Permit Violations - (Per Day) For Unrepaired Encroachments over 10 Days an	\$50.00
Fleet Maintenance Fees (per hour)	\$75.00
Sidearm Mower Rental (per hour)	\$125.00
Water/Flusher Truck (per load)	\$100.00
Weed Eater/Hedge Trimmer (per hour)	\$40.00
Asphalt Curb Installation - per linear foot	\$15.00
Oakdale Cemetery	
City Resident (per grave space)	\$500.00
Out of City Resident (per grave space)	\$1,000.00
Infant Lots - City Resident (per grave space)	\$250.00
Infant Lots - Out of City Resident (per grave space)	\$500.00
Temporary Grave Marker Not Installed - Fine ¹	\$100.00
Operation Center Room Rental Rates	
Large Assembly Room (8 a.m 5 p.m.)	\$100.00
Large Assembly Room (5 p.m 10 p.m.)	\$50.00
Railroad Depot Room Rental Rate	
Meeting Room (8 a.m 5 p.m.)	\$100.00
Meeting Room (5 p.m 10 p.m.)	\$50.00
Park Usage	
Patton Park - Small Pavilion	\$25.00 per half day
Patton Park - Large Pavilion (May through September)	\$50.00 per half day
Patton Park - Field Usage for Organized Groups (per player per season)	\$10.00
Patton Pool	
Daily Admittance Fee (adults)	\$5.00
Daily Admittance Fee (children) (3yrs or younger will be free with adult)	\$4.00
Lap Swim	\$4.00
Paving Cut Repairs	
Mobilization/Base Fee (cuts less than or equal to 25square feet)	\$600.00
Repair fee per square foot, greater than 25 square feet	\$12.00/sqft
Concrete & Sidewalk Mobilization/Base Fee (cuts less than or equal to 25square feet)	\$600.00
Concrete Curb and Sidewalk Replacement (W&S Cut Repairs per Sq ft over 25)	\$25.00 / sqft

Public Hearing required for items denoted with asterisk

Public Hearing required for items denoted with asterisk	
DESCRIPTION	COST / CHARGE / FEE
ENVIRONMENTAL SERVICES	
General	
Sanitation Service Deposit	\$60.00
Utility Bill Late Fee \$10	.00 or 5% of past due balance, whichever is greater
Small Special Load (collected with pickup truck and city staff)	\$50.00
Medium Special Load (more than one pickup truck load and tipping fees added to special	l fee] \$100.00
Large Special Loads (tipping fee added to special fee)	\$150.00
Stolen/Damaged Cart Replacement Fee	\$100.00
Televisions/computer monitors - per item	\$30.00
White Goods (washers, dryers, refrigerators, hot water heaters, etc.) - per item	\$25.00
Special Event - Cart Delivery, Pickup, and Material Disposal - per cart fee	\$20.00
Violations	
Illegal Dumping Fee - Offense 1	Warning
Illegal Dumping Fee - Offense 2	\$50.00
Illegal Dumping Fee - Offense 3	\$100.00
Illegal Dumping Fee - Offense 4 (+)	\$150.00
Commercial Waste and Recycling	
Commercial Recycling (up to four 65gal. bins, collected once/week)	\$14.00 per bin
Commercial Recycling (up to four 65gal. bins, collected twice/week)	\$28.00 per bin
Commercial Waste (per 96gal. bin)	\$28.00 per bin
Commercial Waste and Recycling (96gal. bin)	\$28.00 per set of bins
Residential Waste and Recycling	
Residential Waste - 32gal.	\$20.00 per bin
Residential Waste, Assisted - 32gal.	\$20.00 per bin
Residential Waste and Recycling - 32gal.	\$20.00 per set of bins
Residential Waste and Recycling, Assisted - 32gal.	\$20.00 per set of bins
Residential Waste - 96gal.	\$22.00 per bin
Residential Waste, Assisted - 96gal.	\$22.00 per bin
Residential Waste and Recycling - 96gal.	\$22.00 per set of bins

STORMWATER	
Single-Family Residential Stormwater Fee	\$6.00 per month
Multi-Unit Residential Stormwater Fee	\$6.00 per unit, per month
Non-Residential Property Stormwater Fee, per ERU ¹	\$6.00 per month
Non-Residential Property Stormwater Fee Cap ²	\$300.00 per month
OR	
Non-Residential Property Stormwater 50% Credit (if < \$350.00) ²	50% Credit
Stormwater Service Charge Credit Application Fee	\$50.00
Post-Construction Stormwater Management Review Fee	\$500.00
Note 1: 1 Equivalent Residential Unit (ERU) = 3,000sqft.	
Note 2: Non-Residential properties are eligible for either a cap or a credit, not both	

Note 2: Non-Residenti e for either a cap

Residential Waste and Recycling, Assisted - 96gal.

Note: 1 set of bins includes 1 waste and 1 recycling container.

\$22.00 per set of bins

CITY OF HENDERSONVILLE FEE SCHEDULE ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2023-2024

Public Hearing required for items denoted with asterisk

DES CRIPTION	COST / CHARGE / FEE
WATER AND SEWER	
Water	
General	
Residential Water & Sewer Deposit	
Tier 1	\$0.00
Tier 2	\$80.00
Tier 3	\$120.00
Customer unable to perform utility credit check - Residential	\$240.00
Residential - Rental Water & Sewer Deposit	
Tier 1	\$60.00
Tier 2	\$80.00
Tier 3	\$120.00
Customer unable to perform utility credit check - Residential Rental	\$240.00
Commercial Water & Sewer Deposit	
Tier 1	\$125.00
Tier 2	\$175.00
Tier 3	\$250.00
Customer unable to perform utility credit check - Commercial/Industrial	\$500.00
Utility Bill Late Fee	\$10.00 or 5% of past due balance, whichever is greater
Inside City Limits	
Base Charge by Meter Size	
3/4"	\$9.96
1"	\$12.12
1.5"	\$17.50
2"	\$23.97
3"	\$44.44
4"	\$71.38
6"	\$152.19
8"	\$179.12
Volumetric Charges	
Residential	
0 to 3,000 gallons	\$3.76 per 1000 gallons
3,000 to 6,000 gallons	\$5.01 per 1000 gallons
6,000 to 14,000 gallons	\$6.26 per 1000 gallons
14,000 gallons and greater	\$7.52 per 1000 gallons
Commercial/Industrial	
0 to 40,000 gallons	\$5.01 per 1000 gallons
40,000 to 200,000 gallons	\$5.01 per 1000 gallons
200,000 gallons and greater	\$5.01 per 1000 gallons
Irrigation	
0 to 40,000 gallons	\$10.02 per 1000 gallons
40,000 gallons and greater	\$10.52 per 1000 gallons

CITY OF HENDERSONVILLE FEE SCHEDULE ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2023-2024

Public Hearing required for items denoted with asterisk

DESCRIPTION	COST / CHARGE / FEE
Outside City Limits	
Base Charge by Meter Size	
3/4"	\$12.95
1"	\$15.75
1.5"	\$22.76
2"	\$23.70
3"	\$57.77
4"	\$92.79
6"	\$197.84
8"	\$232.86
Volumetric Charges	
Residential	
0 to 3,000 gallons	\$4.89 per 1000 gallons
3,000 to 6,000 gallons	\$6.51 per 1000 gallons
6,000 to 14,000 gallons	\$8.14 per 1000 gallons
14,000 gallons and greater	\$9.77 per 1000 gallons
Commercial/Industrial	
0 to 40,000 gallons	\$6.51 per 1000 gallons
40,000 to 200,000 gallons	\$6.51 per 1000 gallons
200,000 gallons and greater	\$6.51 per 1000 gallons
Irrigation	
0 to 40,000 gallons	\$13.03 per 1000 gallons
40,000 gallons and greater	\$13.68 per 1000 gallons
Wholesale	· · · · ·
Base Charge by Meter Size	
3/4"	\$12.95
1"	\$15.75
1.5"	\$22.76
2"	\$31.16
3"	\$57.77
4"	\$92.79
6"	\$197.84
8"	\$232.86
Volumetric Charges	
Wholesale	
All Usage	\$5.01 per 1000 gallons
Bulk Water	
All Usage	\$9.77 per 1000 gallons

CITY OF HENDERSONVILLE FEE SCHEDULE ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2023-2024

Public Hearing required for items denoted with asterisk

DESCRIPTION	COST / CHARGE / FEE
Other Customers	
Public Schools	
Base Charge per Account	\$9.96
All Usage	\$5.01 per 1000 gallons
Taps & Connections	
Water Main Tap and Service, 3/4" Meter	\$1,625.00
Water Main Tap and Service, 1" Meter	\$1,700.00
Water Main Tap and Service > 1" Meter	Cost plus 10%
Water Service - Stub Out, 3/4" (install meter box and meter)	\$975.00
Water Service - Stub Out, 1" (install meter box and meter)	\$1,050.00
Water Service - Drop Meter, 3/4" (install meter only)	\$350.00
Water Service - Drop Meter, 1" (install meter only)	\$425.00
Water Service - Drop Meter, >1" (install meter and MXU only)	
1.5" Meter and Set-up	\$1,850.00
2" Meter and Set-up	\$2,125.00
4" Meter and Set-up	\$4,350.00
6" Meter and Set-up	\$7,275.00
8" Meter and Set-up	\$11,575.00
Irrigation Tee, 3/4" (install meter box and meter)	\$975.00
Irrigation Tee, 1" (install meter box and meter)	\$1,050.00
Meters	
Turn On/Off/Set Meter During Business Hours	\$47.00
Turn On/Off/Set Meter After Business Hours	\$117.50
Meter Relocation Charge (Residential Only)	Cost plus 10%, Not to Exceed Tap Fee
Test Meter, at customer's request (<1-in.); if meter faulty - No Charge	\$45.00
Test Meter, at customer's request (>1-in.); if meter faulty - No Charge	Cost plus 10%
Engineering Review Fees	
Availability Approval Fee	\$100.00
Base Fee - Extension	\$400.00
Cost per sheet	\$15.00 per shee
Re-submittal fee (second re-submittal)	\$200.00
Re-submittal fee (fourth re-submittal)	\$200.00
Re-submittal fee (sixth re-submittal)	\$200.00
Failure to Install Backflow Assembly, 1st Notice	\$400.00
Failure to Install Backflow Assembly, 2nd Notice	\$500.00
Failure to Test Backflow Assembly Annually	\$100.00
Failure to Replace/Repair Backflow Assembly	\$500.00
Falsifying Records Regarding the Testing of Backflow Assemblies	\$500.00
Water Line Inspections (\$100 min)	\$3.00 per linear foo

CITY OF HENDERSONVILLE FEE SCHEDULE ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2023-2024

Public Hearing required for items denoted with asterisk

DESCRIPTION	COST / CHARGE / FEE
Recording Fees for First UEA, Deed of Dedication, or Easement:	
Up to 15 pages	\$30 per instrument
Each additional page	\$4.10
Subsequent recording fees for UEA, Deed of Dedication, or Easement	\$60 per instrument
Nonstandard document fee	\$26 per nonstandard instrument
Miscellaneous Fees	
Hydrant Flow/Pressure Test	\$175.00
Chemical Analysis of Water	Cost plus 10%
Drill for Main Tap, Cost/Inch of Diameter (Water or Sewer)	\$150.00
Fire Hydrant Installation	Cost plus 10%
Small Meter Box Access Training Program Permit Fee (per Company)	\$75.00 per training
Small Meter Box Access Key, each	\$50.00
Illegal Use of Fire Hydrant	\$500.00 + Damages
Premise Visit	\$40.00
Reconnection of Service at Main	Cost plus 10%
Water Conservation Incentives Program Rebate Schedule	
Customer-Side Shut-Off Valve - Limit one per account	up to \$300.00
Weather-Based Irrigation System Controller - Limit one per account	50% of purchase price or \$200, whichever is less
Note: Limited number of rebates offered annually	

Section 7, Item A.

CITY OF HENDERSONVILLE FEE SCHEDULE ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2023-2024

Public Hearing required for items denoted with asterisk

*Public Hearing required for items deno DES CRIPTION	COST / CHARGE / FEE
	COS1/CHARGE/FEE
Sewer	
General	
Residential Water & Sewer Deposit	* * **
Tier 1	\$0.00
Tier 2	\$80.00
Tier 3	\$120.00
Customer unable to perform utility credit check - Residential	\$240.00
Residential - Rental Water & Sewer Deposit	
Tier 1	\$60.00
Tier 2	\$80.00
Tier 3	\$120.00
Customer unable to perform utility credit check - Residential Rental	\$240.00
Commercial Water & Sewer Deposit	
Tier 1	\$125.00
Tier 2	\$175.00
Tier 3	\$250.00
Customer unable to perform utility credit check - Commercial/Industrial	\$500.00
Utility Bill Late Fee	\$10.00 or 5% of past due balance, whichever is greater
Inside City Limits	
Base Charge by Meter Size	
3/4"	\$11.16
1"	\$13.53
1.5"	\$19.47
2"	\$26.59
3"	\$49.14
4"	\$78.81
6"	\$167.83
8"	\$197.50
Volumetric Charges	¢177.50
All Usage	\$6.33 per 1000 gallons
Sewer Only-Flat Rate	\$32.98 per month
Outside City Limits	
Base Charge by Meter Size	
3/4"	\$16.74
1"	\$10.74
1.5"	\$29.20
2"	\$39.88
3"	\$73.71
4"	\$118.22
6"	\$251.74
8"	\$296.25
Volumetric Charges	
All Usage	\$10.32 per 1000 gallons
Sewer Only-Flat Rate	\$55.96 per month

CITY OF HENDERSONVILLE FEE SCHEDULE ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2023-2024

Public Hearing required for items denoted with asterisk

DESCRIPTION	COST / CHARGE / FEE
Wholesale	
Base Charge by Meter Size	
3/4"	\$16.74
1"	\$20.30
1.5"	\$29.20
2"	\$39.88
3"	\$73.71
4"	\$118.22
6"	\$251.74
8"	\$296.25
Volumetric Charges	
All Usage	\$10.32 per 1000 gallons
Other Customers	
Public Schools	
Base Charge per Account	\$11.16
All Usage	\$6.88 per 1000 gallons
MSD Sewer	
Base Charge per Account	See Wholesale Charges
All Usage	\$10.32 per 1000 gallons
Note: City sewer rates are not applicable to the Cane Creek Sanitary Sewer District	
Taps and Connections	
4" Gravity Sewer Service Installation	\$1,600.00
6" Gravity Sewer Service Installation	\$2,000.00
8" Gravity Sewer Service Installation	\$2,400.00
Surcharges	
Biochemical Oxygen Demand (BOD), per lb. in excess of 250-mg/l	\$0.31
Total Suspended Residue (TSR), per lb. in excess of 250-mg/l	\$0.19
Ammonia nitrogen, per lb. in excess of 30-mg/l	\$1.85
Engineering Review Fees	
Base Fee - Extension	\$400.00
Cost per sheet	\$15.00 per sheet
Re-submittal fee (second re-submittal)	\$200.00
Re-submittal fee (fourth re-submittal)	\$200.00
Re-submittal fee (sixth re-submittal)	\$200.00
Sewer Line Inspections (\$100 min)	\$5.00 per linear foot
Recording Fees for First UEA, Deed of Dedication, or Easement:	
Up to 15 pages	\$30 per instrumen
Each additional page	\$4.10
Subsequent recording fees for UEA, Deed of Dedication, or Easement	\$60 per instrumen
Nonstandard document fee	\$26 per nonstandard instrumen
Miscellaneous Fees	
Concrete Core Drill (manhole), Cost/Inch of Diameter	\$200.00
Food Services Sewer Connection Application Fee	\$75.00
Non-discharge Permit Fee	\$300.00
Pretreatment Program	Cost of Program per SIU
Septic Tank Waste Disposal, per 1000-gallons	\$60.00
Septic Tank Waste Disposal Permit	\$75.00

CITY OF HENDERSONVILLE FEE SCHEDULE

ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2023-2024

Public Hearing required for items denoted with asterisk

DESCRIPTION	COST / CHARGE / FEE
Equipment Usage (hour	ly rates)
Rubber-Tired Backhoe, Small	\$33.00
Rubber-Tired Backhoe, Large	\$38.00
Mini-Excavator, 8,000-lb	\$18.00
Mini-Excavator, 12,000-lb	\$39.00
Mini-Excavator, 30,000-lb	\$65.00
Vac Truck	\$75.00
Dump Truck (single-axle), Small	\$20.00
Dump Truck (single-axle), Large	\$35.00
Dump Truck (dual axle)	\$55.00
Dump Truck (triaxle)	\$65.00
Pick-Up Truck	\$14.00
Harben	\$25.00
Camera Truck	\$75.00
Air Compressor	\$20.00
Air Hammer/Pusher	\$0.65
Soil Tamp	\$20.00
Dump Truck (single-axle), Small	\$20.00
Dump Truck (single-axle), Large	\$35.00
Dump Truck (dual axle)	\$55.00
Dump Truck (triaxle)	\$65.00
Pick-Up Truck	\$14.00
Harben	\$25.00
Camera Truck	\$75.00
Air Compressor	\$20.00
Air Hammer/Pusher	\$0.65
Soil Tamp	\$20.00

Rate	Equalization (%):	150%	145%	140%	135%	130%			115%	110%		100%	100%	100%	100%
	I	FY20	FY21	FY22	FY23 Adopted	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32 Forecast	FY33
		Adopted	Adopted	Adopted	Adopted	Adopted	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
	Base Charges														
	3/4"	\$ 6.00	\$ 6.52	\$ 7.43	\$ 8.32	\$ 9.96	\$ 11.06	\$ 12.27	\$ 13.63	\$ 15.12	\$ 16.79	\$ 18.63	\$ 19.19	\$ 19.77	\$ 20.36
	1"	7.11	7.61	8.67	9.71	12.12	13.45	14.93	16.57	18.40	20.42	22.66	23.34	24.04	24.77
	1.5"	9.87	10.51	11.74	13.15	17.50	19.43	21.57	23.94	26.57	29.50	32.74	33.72	34.73	35.78
	2"	13.17	14.04	15.67	17.56	23.97	26.61	29.53	32.78	36.39	40.39	44.83	46.18	47.56	48.99
	3"	20.92	22.29	24.89	27.87	44.44	49.33	54.76	60.78	67.46	74.89	83.12	85.62	88.19	90.83
	4"	31.96	34.06	38.04	42.60	71.38	79.23	87.94	97.62	108.36	120.27	133.51	137.51	141.64	145.88
City	6"	59.58	63.48	70.89	79.40	152.19	168.93	187.51	208.13	231.03	256.44	284.65	293.19	301.99	311.05
	8"	92.71	98.79	110.32	123.56	179.12	198.83	220.70	244.97	271.92	301.83	335.03	345.08	355.44	366.10
Inside	0 - 3 kgal		\$ 3.17	\$ 4.00	\$ 4.48	\$3.76	\$4.17	\$4.63	\$5.14	\$5.71	\$6.33	\$7.03	\$7.24	\$7.46	\$7.68
Si	3 - 6 kgal		3.17	4.00	4.48	5.01	5.56	6.17	6.85	7.61	8.44	9.37	9.65	9.94	10.24
In	6 - 14 kgal		3.49	4.40	4.93	6.26	6.95	7.72	8.57	9.51	10.55	11.72	12.07	12.43	12.80
	> 14 kgal		3.97	5.00	5.60	7.52	8.34	9.26	10.28	11.41	12.67	14.06	14.48	14.91	15.36
	Vol. Charges - Commerci			• • • • • •	* • • • •	• • • • •		• · · · •	• • • • •	• • •	• • • • •	• • • • •	• • • •	• • • • •	• • • • • •
	0 - 40 kgal		\$ 3.17	\$ 4.00	\$ 4.48	\$ 5.01	\$ 5.56	\$ 6.17	\$ 6.85	\$ 7.61 7.61	\$ 8.44	\$ 9.37	\$ 9.65	\$ 9.94	\$ 10.24
	40 - 200 kgal		2.75	3.65	4.28	5.01	5.56	6.17	6.85	7.61	8.44	9.37	9.65	9.94	10.24
	> 200 kgal	2.22	2.53	3.28	3.80	5.01	5.56	6.17	6.85	7.61	8.44	9.37	9.65	9.94	10.24
	Vol. Charges - Irrigation	¢ 250	¢ 207	¢ 5.00	¢ 5 (0	¢ 10.00	¢ 11 10	Φ 1 2 25	Φ 1 2 7 1	Φ 15 0 1	¢ 1(00	Φ 10 7 4	¢ 10.21	¢ 10.00	¢ 20 40
	0 - 40 kgal		\$ 3.97	\$ 5.00	\$ 5.60		\$ 11.12	\$ 12.35	\$ 13.71	\$ 15.21	\$ 16.89 17.72	\$ 18.74	\$ 19.31 20.27	\$ 19.89 20.88	\$ 20.48
	> 40 kgal	4.06	4.47	5.50	6.10	10.52	11.68	12.97	14.39	15.97	17.73	19.68	20.27	20.88	21.51

10-Year Water Rate Forecast

Rate	Equalization (%):	150%	145%	140%	135%	130%	125%	120%	115%	110%	105%	100%	100%	100%	100%
		FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33
		Adopted	Adopted	Adopted	Adopted	Adopted	Forecast								
	Base Charges						1								
	3/4"	\$ 9.00	\$ 9.45	\$ 10.40	\$ 11.23	\$ 12.95	\$ 13.82	\$ 14.73	\$ 15.67	\$ 16.64	\$ 17.63	\$ 18.63	\$ 19.19	\$ 19.77	\$ 20.36
	1"	10.66	11.03	12.14	13.11	15.75	16.81	17.92	19.06	20.23	21.44	22.66	23.34	24.04	24.77
	1.5"	14.80	15.24	16.44	17.75	22.76	24.29	25.88	27.53	29.23	30.97	32.74	33.72	34.73	35.78
	2"	19.76	20.35	21.94	23.70	31.16	33.26	35.44	37.70	40.03	42.41	44.83	46.18	47.56	48.99
	3"	31.37	32.32	34.84	37.63	57.77	61.66	65.71	69.90	74.21	78.63	83.12	85.62	88.19	90.83
	4"	47.95	49.39	53.25	57.51	92.79	99.04	105.53	112.26	119.19	126.29	133.51	137.51	141.64	145.88
	6"	89.37	92.05	99.25	107.19	197.84	211.16	225.01	239.35	254.13	269.26	284.65	293.19	301.99	311.05
City	8"	139.07	143.25	154.45	166.81	232.86	248.53	264.84	281.72	299.11	316.92	335.03	345.08	355.44	366.10
	Vol. Charges - Residentia	<u>l</u>					1								
	0 - 3 kgal	\$ 4.28	\$ 4.60	\$ 5.60	\$ 6.05	\$ 4.89	\$ 5.21	\$ 5.56	\$ 5.91	\$ 6.28	\$ 6.65	\$ 7.03	\$ 7.24	\$ 7.46	\$ 7.68
	3 - 6 kgal	4.28	4.60	5.60	6.05	6.51	6.95	7.41	7.88	8.37	8.87	9.37	9.65	9.94	10.24
Outside	6 - 14 kgal	4.70	5.06	6.16	6.65	8.14	8.69	9.26	9.85	10.46	11.08	11.72	12.07	12.43	12.80
\bigcirc	> 14 kgal	5.34	5.75	7.00	7.56	9.77	10.43	11.11	11.82	12.55	13.30	14.06	14.48	14.91	15.36
	Vol. Charges - Commercial/Industrial														
	0 - 40 kgal	\$ 4.28	\$ 4.60	\$ 5.60	\$ 6.05	\$ 6.51	\$ 6.95	\$ 7.41	\$ 7.88	\$ 8.37	\$ 8.87	\$ 9.37	\$ 9.65	\$ 9.94	\$ 10.24
	40 - 200 kgal	3.52	3.99	5.11	5.78	6.51	6.95	7.41	7.88	8.37	8.87	9.37	9.65	9.94	10.24
	> 200 kgal	3.33	3.67	4.60	5.13	6.51	6.95	7.41	7.88	8.37	8.87	9.37	9.65	9.94	10.24
	Vol. Charges - Irrigation														
	0 - 40 kgal	\$ 5.34	\$ 5.75	\$ 7.00	\$ 7.56	\$ 13.03	\$ 13.91	\$ 14.82	\$ 15.76	\$ 16.74	\$ 17.73	\$ 18.74	\$ 19.31	\$ 19.89	\$ 20.48
	> 40 kgal	5.84	6.25	7.50	8.06	13.68	14.60	15.56	16.55	17.57	18.62	19.68	20.27	20.88	21.51

10-Year Water Rate Forecast

10			Coust												
Rate	e Equalization (%):	150%	145%	140%	135%	130%	125%	120%	115%	110%	105%	100%	100%	100%	100%
		FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33
		Adopted	Adopted	Adopted	Adopted	Adopted	Forecast								
	Base Charges						_								
	3/4"	\$ 9.00	\$ 9.45	\$ 10.40	\$ 11.23	\$ 12.95	\$ 13.82	\$ 14.73	\$ 15.67	\$ 16.64	\$ 17.63	\$ 18.63	\$ 19.19	\$ 19.77	\$ 20.36
	1"	10.66	11.03	12.14	13.11	15.75	16.81	17.92	19.06	20.23	21.44	22.66	23.34	24.04	24.77
er	1.5"	14.80	15.24	16.44	17.75	22.76	24.29	25.88	27.53	29.23	30.97	32.74	33.72	34.73	35.78
h	2"	19.76	20.35	21.94	23.70	31.16	33.26	35.44	37.70	40.03	42.41	44.83	46.18	47.56	48.99
Oth	3"	31.37	32.32	34.84	37.63	57.77	61.66	65.71	69.90	74.21	78.63	83.12	85.62	88.19	90.83
	4"	47.95	49.39	53.25	57.51	92.79	99.04	105.53	112.26	119.19	126.29	133.51	137.51	141.64	145.88
Ś	6"	89.37	92.05	99.25	107.19	197.84	211.16	225.01	239.35	254.13	269.26	284.65	293.19	301.99	311.05
lle	8"	139.07	143.25	154.45	166.81	232.86	248.53	264.84	281.72	299.11	316.92	335.03	345.08	355.44	366.10
holesale	Vol. Charges - Municipal	/Wholesal	e										1		
le	All Usage, Per 1kgal	\$ 2.85	\$ 3.17	\$ 4.00	\$ 4.48	\$5.01	\$5.56	\$6.17	\$6.85	\$7.61	\$8.44	\$9.37	\$9.65	\$9.94	\$10.24
h0	Vol. Charges - Bulk Wate	r					r.						1		
\mathbf{k}	All Usage, Per 1kgal	\$ 5.34	\$ 5.75	\$ 7.00	\$ 7.56	\$9.77	\$10.43	\$11.11	\$11.82	\$12.55	\$13.30	\$14.06	\$14.48	\$14.91	\$15.36
	Base Charges - Public Sch	nools											1		
		\$ 6.00	\$ 6.52	\$ 7.43	\$ 8.32	\$ 9.96	\$ 11.06	\$ 12.27	\$ 13.63	\$ 15.12	\$ 16.79	\$ 18.63	\$ 19.00	\$ 19.19	\$ 19.38
	Vol. Charges - Public Sch						I						I.		
	All Usage, Per 1kgal	\$ 2.85	\$ 3.17	\$ 4.00	\$ 4.48	\$5.01	\$5.56	\$6.17	\$6.85	\$7.61	\$8.44	\$9.37	\$9.65	\$9.94	\$10.24

10-Year Water Rate Forecast

Rat	e Equalization (%):	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%
		FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33
		Adopted	Adopted	Adopted	Adopted	Adopted	Forecast								
	Base Charges														
	3/4"	\$ 7.21	\$ 7.27	\$ 8.00	\$ 8.92	\$ 11.16	\$ 12.50	\$ 14.00	\$ 15.68	\$ 17.56	\$ 19.67	\$ 22.03	\$ 22.69	\$ 23.37	\$ 24.07
	. 1"	9.07	9.14	10.09	11.25	13.53	15.16	16.98	19.01	21.29	23.85	26.71	27.51	28.34	29.19
City	1.5"	13.66	13.77	15.29	17.04	19.47	21.80	24.42	27.35	30.63	34.31	38.42	39.58	40.76	41.99
		19.20	19.35	21.55	24.03	26.59	29.78	33.35	37.35	41.84	46.86	52.48	54.05	55.68	57.35
Inside	3"	32.14	32.39	36.27	40.44	49.14	55.04	61.64	69.04	77.32	86.60	96.99	99.90	102.90	105.98
Sic	4"	50.62	51.02	57.30	63.89	78.81	88.27	98.86	110.72	124.01	138.89	155.56	160.22	165.03	169.98
D	6"	96.77	97.53	109.82	122.45	167.83	187.96	210.52	235.78	264.08	295.77	331.26	341.19	351.43	361.97
	8"	152.17	153.37	172.87	192.74	197.50	221.20	247.74	277.47	310.76	348.06	389.82	401.52	413.56	425.97
	Vol. Charges - Inside City	у													
	All Usage, Per 1kgal	\$ 5.05	\$ 5.07	\$ 5.68	\$ 6.33	\$6.88	\$7.71	\$8.63	\$9.67	\$10.83	\$12.13	\$13.58	\$13.99	\$14.41	\$14.84
	Sewer Only Flat Rate	\$ -	\$ -	\$ -	\$32.98	\$37.31	\$41.78	\$46.80	\$52.41	\$58.70	\$65.75	\$73.63	\$75.84	\$78.12	\$80.46

10-Year Wastewater Rate Forecast

Rate Equalization (%):	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%
	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33
	Adopted	Adopted	Adopted	Adopted	Adopted	Forecast								
Base Charges														
3/4"	\$ 10.82	\$ 10.90	\$ 12.00	\$ 13.38	\$ 16.74	\$ 18.75	\$ 21.00	\$ 23.52	\$ 26.34	\$ 29.50	\$ 33.04	\$ 34.03	\$ 35.05	\$ 36.10
1"	13.60	13.70	15.14	16.88	20.30	22.73	25.46	28.52	31.94	35.77	40.07	41.27	42.51	43.78
1" 1.5"	20.49	20.60	22.93	25.57	29.20	32.70	36.63	41.02	45.95	51.46	57.64	59.37	61.15	62.98
2"	28.81	29.03	32.32	36.04	39.88	44.67	50.03	56.03	62.76	70.29	78.72	81.08	83.51	86.02
3"	48.21	48.59	54.41	60.66	73.71	82.55	92.46	103.55	115.98	129.90	145.49	149.85	154.35	158.98
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	75.93	76.52	85.94	95.83	118.22	132.40	148.29	166.08	186.01	208.34	233.34	240.34	247.55	254.97
6"	145.16	146.30	164.73	183.67	251.74	281.95	315.78	353.67	396.11	443.65	496.89	511.79	527.15	542.96
8"	228.26	230.06	259.30	289.12	296.25	331.79	371.61	416.20	466.15	522.09	584.74	602.28	620.35	638.96
Vol. Charges - Outside Ci	ty													
All Usage, Per 1kgal	\$ 7.58	\$ 7.60	\$ 8.52	\$ 9.50	\$10.32	\$11.56	\$12.95	\$14.50	\$16.24	\$18.19	\$20.37	\$20.98	\$21.61	\$22.26
Sewer Only Flat Rate	\$ -	\$-	\$-	\$49.47	\$55.96	\$62.67	\$70.19	\$78.62	\$88.05	\$98.62	\$110.45	\$113.77	\$117.18	\$120.69

10-Year Wastewater Rate Forecast

Rate	Equalization (%):	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%
	_	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33
		Adopted	Adopted	Adopted	Adopted	Adopted	Forecast								
	Base Charges														
	3/4"	\$ 10.82	\$ 10.90	\$ 12.00	\$ 13.38	\$ 16.74	\$ 18.75	\$ 21.00	\$ 23.52	\$ 26.34	\$ 29.50	\$ 33.04	\$ 34.03	\$ 35.05	\$ 36.10
er	1"	13.60	13.70	15.14	16.88	20.30	22.73	25.46	28.52	31.94	35.77	40.07	41.27	42.51	43.78
h	1.5"	20.49	20.60	22.93	25.57	29.20	32.70	36.63	41.02	45.95	51.46	57.64	59.37	61.15	62.98
Other	2"	28.81	29.03	32.32	36.04	39.88	44.67	50.03	56.03	62.76	70.29	78.72	81.08	83.51	86.02
	3"	48.21	48.59	54.41	60.66	73.71	82.55	92.46	103.55	115.98	129.90	145.49	149.85	154.35	158.98
Ś	4"[75.93	76.52	85.94	95.83	118.22	132.40	148.29	166.08	186.01	208.34	233.34	240.34	247.55	254.97
Je	6"	145.16	146.30	164.73	183.67	251.74	281.95	315.78	353.67	396.11	443.65	496.89	511.79	527.15	542.96
Sa	8"	228.26	230.06	259.30	289.12	296.25	331.79	371.61	416.20	466.15	522.09	584.74	602.28	620.35	638.96
le	Vol. Charges - Wholesale,	, Internal,	Hendersor	n County											
	All Usage, Per 1kgal	\$ 7.58	\$ 7.60	\$ 8.52	\$ 9.50	\$10.32	\$11.56	\$12.95	\$14.50	\$16.24	\$18.19	\$20.37	\$20.98	\$21.61	\$22.26
Wholesale	Base Charges - Public Sch	ools													
	All Usage, Per 1kgal	\$ 7.21	\$ 7.27	\$ 8.00	\$ 8.92	\$11.16	\$12.50	\$14.00	\$15.68	\$17.56	\$19.67	\$22.03	\$22.69	\$23.37	\$24.07
	Vol. Charges - Public Sch	ools													
	All Usage, Per 1kgal	\$ 5.05	\$ 5.07	\$ 5.68	\$ 6.33	\$6.88	\$7.71	\$8.63	\$9.67	\$10.83	\$12.13	\$13.58	\$13.99	\$14.41	\$14.84

10-Year Wastewater Rate Forecast

The City of Hendersonville maintains a Capital Improvement Plan (CIP) to track and plan for future-year projects. The CIP is amended and adopted on an annual basis, with each fiscal year's budget process. The adopted CIP spans 10 years from date of adoption.

The City's CIP utilizes a two-dimension rating system where two types of priorities are established, the categories for each are ranked and assigned a numeric score, and the scores for the categories from one dimension are multiplied by the scores for the categories from the other dimension to produce a matrix of ratings. The two dimensions used in the City's matrix are (1) the degree of urgency and (2) the priority of the function, each with subsets ranked from high to low. A low rating on this matrix would equate to a high priority project for the City, and a high rating would equate to a low priority project. The image below is an excerpt from the City's CIP illustrating the City's rating system. As priorities change over time, the corresponding priority ranking for respective projects are re-evaluated each fiscal year

		City	of Henders	sonville Two-]	Dimension 1	Rating Mat	rix		
					Priorit	ty of Function			
\square			1	2	3	4	5	6	7
cy			Protection	Environmental Health	General Government	Maintenance	Community Development	Recreation	History/ Culture
gency	1	Legislation	1	2	3	4	5	6	7
5	2	Hazard	2	4	6	8	10	12	14
e of	3	Efficiency	3	6	9	12	15	18	21
Degree	4	Economic Advantage	4	8	12	16	20	24	28
De	5	Expand Service	5	10	15	20	25	30	35
	6	New Program or Convenience	6	12	18	24	30	36	42

The ratings for each category are detailed in the CIP as follows:

Degrees of Urgency:

- 1. Legislation: Required by legislation or regulation of federal or state government.
- 2. Hazard: Removes an obvious or potential hazard to public health or safety.
- 3. Efficiency: Replaces equipment or a facility that is obsolete, or would be too costly to repair, or maintains and better utilizes existing equipment and facilities.
- 4. Economic Advantage: Directly benefits the City's economic base by increasing property values or other revenue potential.
- 5. Expand Service: Expands or increase a service or improves a standard of service.
- 6. New Program or Convenience: Makes possible a new service or increase convenience or comfort.

Priority of Function:

- 1. Protection of persons and property: police, fire, rescue, inspections, etc.
- 2. Environmental Health: water, sewer, sanitation, public health, etc.
- 3. General Government: office facilities, central services, etc.
- 4. Maintenance: general maintenance of City owned property.
- 5. Community Development: public housing, rehabilitation, etc.
- 6. Recreation: Parks, athletic programs, etc.
- 7. Heritage/Culture: education, libraries, historic districts, etc.

In FY24, the City has prioritized all water and wastewater capital projects to be included in the Water and Sewer Capital Project Fund (460). Generally, projects in this fund are multi-year and utilize financing sources other than pay-as-you-go ("pay-go") resources. Typical funding sources include, but are not limited to grants, state revolving fund (SRF) loans, major debt issuances (such as revenue bonds), and reserve funding. In the Water and Sewer Capital Project Fund section of this annual budget, numerical priority levels may be found to the immediate left column of project names, in a yellow-colored column. An example of the prioritization is provided in the table below.

Dept.	Fiscal Year	Project Title	Total Cost
Water & Sewer	10	AMI Metering Infrastructure Replacement #23003	9,191,000
Capital Fund	4	Barker Heights Sewer Improvements	17,605,200
	5	Carson Drive Neighborhood Water Replacement	175,000
	15	Dana Area Water Improvements	7,468,000
	12	Old Brickyard Rd. #20010	200,000
	12	Rutledge Road Water Improvements #17002	270,000
	12	Somersby Park PRV Replacement	135,000
	4	WTP 15MGD Expansion, #19207	2,131,500
	10	WTP Thickener Drive Replacement	110,000
	6	WWTP Biosolid Drying System #16036	12,530,000
	12	WWTP Clarifier Drive Mechanism Replacements	145,000
	4	WWTP Headworks and Flow Equalization	29,520,000
	2024 Total		79,480,700

Dept.	Fiscal Year	Project Title	Total Cost	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33+	Fund	Dept.	Acct.	Funding Source
City Engineer		Above the Mud Greenway & Streetscape, #22008	13,321,600	70,000	-	1,656,450	552,150	11,043,000	-	-	-	-	-	410	1014	550103	GF Cash/Grant/Loan
		EB-5860 Blythe Street Sidewalk, #21042	349,000	24,000	325,000	-	-	-	-	-	-	-	-	410	1014	550103	GF/WS Cash
		EB-5963 Grove Street Sidewalk, #21043	424,000	31,000	393,000	-	-	-	-	-	-	-	-	410	1014	550103	GF/WS Cash
		Traffic Calming Improvements	450,000	35,000	35,000	40,000	40,000	45,000	45,000	50,000	50,000	55,000	55,000	10	1014	554001	GF Cash
	2024 Total		14,544,600	160,000	753,000	1,696,450	592,150	11,088,000	45,000	50,000	50,000	55,000	55,000				
		Maple St Parking Lot	215,000	-	215,000	-	-	-	-	-	-	-	-	410	1014	550103	GF Cash/Grant/Loan
		Operations Center Parking Lot Replacement	780,000	-	780,000	-	-	-	-	-	-	-	-	410	1014	550103	GF Cash
		Various Sidewalk Connection to Ecusta Trail	480,000	-	480,000	-	-	-	-	-	-	-	-	410	1014	550103	GF Cash
		Vehicle Replacement	40,000	-	40,000	-	-	-	-	-	-	-	-	10/60	1014	554002	Loan
	2025 Total		1,515,000	-	1,515,000	-	-	-	-	-	-	-	-				
		S. Main St. Streetscape (Allen to S. King)	6,779,000	-	-	803,000	276,000	5,700,000	-	-	-	-	-	410	1014	550103	GF Cash/Grant/Loan
	2026 Total		6,779,000	-	-	803,000	276,000	5,700,000	-	-	-	-	-				
		Clear Creek Greenway Restroom	250,000	-	-	-	250,000	-	-	-	-	-	-	410	1014	550103	GF Cash/Grant/Loan
		Clear Creek Rd Trailhead Parking Lot	300,000	-	-	-	300,000	-	-	-	-	-	-	410	1014	550103	GF Cash/Grant/Loan
		Clear Creek Trail Loop and Bike Track	1,000,000	-	-	-	1,000,000	-	-	-	-	-	-	410	1014	550103	GF Cash/Grant/Loan
	2027 Total		1,550,000	-	-	-	1,550,000	-	-	-	-	-	-				
		5th Avenue Streetscape (Church to Maple)	6,912,000	-	-	-	-	864,000	288,000	5,760,000	-	-	-	410	1014	550103	GF/WS Cash/Powell Bill
		King Street Improvements, #21011	1,814,000	-	-	-	-	1,814,000	-	-	-	-	-	410	1014	550103	GF Cash
	2028 Total		8,726,000	-	-	-	-	2,678,000	288,000	5,760,000	-	-	-				
		3rd Avenue Streetscape (Church to King)	5,140,800	-	-	-	-	-	432,000	388,800	4,320,000	-	-	410	1014	550103	GF/WS Cash/Powell Bill
		Church Street Improvements, #22030	2,351,000	-	-	-	-	-	2,351,000	-	-	-	-	410	1014	550103	GF Cash
	2029 Total		7,491,800	-	-	-	-	-	2,783,000	388,800	4,320,000	-	-				
		2nd Avenue Streetscape (Church to King)	5,140,800	-	-	-	-	-	-	432,000	388,800	4,320,000	-	410	1014	550103	GF/WS Cash/Powell Bill
	2030 Total		5,140,800	-	-	-	-	-	-	432,000	388,800	4,320,000	-				
		1st Avenue Streetscape (Church to King)	5,140,800	-	-	-	-	-	-	-	432,000	388,800	4,320,000	410	1014	550103	GF/WS Cash/Powell Bill
		Allen Branch Greenway	6,096,000	-	-	-	-	-	-	-	840,000	756,000	4,500,000	410	1014	550103	GF Cash/Grant/Loan
		Britton Creek Greenway, Phase I	1,338,750	-	-	-	-	-	-	-	112,500	101,250	1,125,000	410	1014	550103	GF Cash/Grant/Loan
		Cherry Branch Greenway	3,560,250	-	-	-	-	-	-	-	472,500	425,250	2,662,500	410	1014	550103	GF Cash/Grant/Loan
		Clear Creek Road Sidewalk Extension	2,149,200	-	-	-	-	-	-	-	268,000	241,200	1,640,000	410	1014	550103	GF Cash/Grant/Loan
	2031 Total		18,285,000	-	-	-	-	-	-	-	2,125,000	1,912,500	14,247,500				
		Maple Street Sidewalk Improvements	979,200	-	-	-	-	-	-	-	-	163,200	816,000	410	1014	550103	GF Cash
	2032 Total		979,200	-	-	-	-	-	-	-	-	163,200	816,000				
		Asheville Highway Pedestrian Improvements	3,500,000	-	-	-	-	-	-	-	-	-	3,500,000	410	1014	550103	GF Cash/Grant/Loan
		Spartanburg Highway Pedestrian Improvements	5,000,000	-	-	-	-	-	-	-	-	-	5,000,000	410	1014	550103	GF Cash/Grant/Loan
		Upward Road Sidewalk Improvements Project	5,990,000	-	-	-	-	-	-	-	-	-	5,990,000	410	1014	550103	GF Cash/Grant/Loan
		US 64 Pedestrian Improvements	4,000,000	-	-	-	-	-	-	-	-	-	4,000,000	410	1014	550103	GF Cash/Grant/Loan
	2033+ Total		18,490,000	-	-	-	-	-	-	-	-	-	18,490,000				
City Engineer Total			83,501,400	160,000	2,268,000	2,499,450	2,418,150	19,466,000	3,116,000	6,630,800	6,883,800	6,450,700	33,608,500				
Community		Décor and Branding - 7th Avenue	10,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	21	2202	534000	MSD Cash
Development		Main St. Electrical Panel Upgrade	14,000	7,000	7,000	-	-	-	-	-	-	-	-	20	2102	534000	MSD Cash
		Pedestrian Wayfinding	60,000	50,000	5,000	5,000	-	-	-	-	-	-	-	20/21	2102	555001	MSD Cash
		Zoning Compliance Permit Software	25,000	25,000	-	-	-	-	-	-	-	-	-	10	1200	556001	GF Cash
		Comprehensive Plan Update	150,000	150,000	-	-	-	-	-	-	-	-	-	10	1200	519200	GF Cash
	2024 Total		259,000	233,000	13,000	6,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000				
		Depot Plaza Improvement Construction	300,000	-	200,000	100,000	-	-	-	-	-	-	-	21	2202	555001	MSD Cash
		Sound System	45,000	-	45,000	-	-	-	-	-	-	-	-	20	2102	554001	MSD Cash
	2025 Total		345,000	-	245,000	100,000	-	-	-	-	-	-	-				
		Decorative Lighting on Avenues	650,000	-	-	25,000	25,000	25,000	25,000	25,000	25,000	250,000	250,000	20	2102	555001	MSD Cash
	2026 Total		650,000	-	-	25,000	25,000	25,000	25,000	25,000	25,000	250,000	250,000				
Community Develop	477.41		1,254,000	233,000	258,000	131,000	26,000	26,000	26,000	26,000	26,000	251,000	251,000				

Dept.	Fiscal Year	Project Title	Total Cost	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33+	Fund	Dept.	Acct.	Funding Source
Environmental		14-18 Replace 3500 + Refuse Bed, #VE024	75,000	75,000	-	-	-	-	-	-	-	-	-	468	7855	554002	Loan
Services		Annual Brush and Leaf Grinding	289,500	27,000	27,500	28,000	28,500	29,000	29,500	30,000	30,000	30,000	30,000	67/68	7855	519200	STW/ESF Cash
		Leaf Machine Replacement #61-17, #VE024	125,000	125,000	-	-	-	-	-	-	-	-	-	468	7855	554001	Loan
		Misc. Tree Removal from Street ROW	200,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	68	7855	519200	ESF Cash
		Sanitation Comprehensive Study	50,000	50,000	-	-	-	-	-	-	-	-	-	68	7855	519200	ESF Cash
		Waste/Garbage Truck Replacement, #VE024	300,000	300,000	-	-	-	-	-	-	-	-	-	468	7855	554001	Loan
	2024 Total		1,039,500	597,000	47,500	48,000	48,500	49,000	49,500	50,000	50,000	50,000	50,000	1.10			
		16-01 Replacement 3500, #VE025	50,000	-	50,000	-	-	-	-	-	-	-	-	468	7855	554002	Loan
		Leaf Machine Replacement #61-08, #VE025	85,000	-	85,000	-	-	-	-	-	-	-	-	67/68	7855	554001	Loan
	2025 T-+-1	Side x Side Purchase	20,000	-	20,000	-	-	-	-	-	-	-	-	68	7855	554001	ESF Cash
Environmental Servi	2025 Total		155,000 1,194,500	- 597,000	155,000 202,500	- 48.000	48,500	- 49.000	49,500	- 50,000	- 50.000	- 50.000	- 50.000				
	ices fotai	Bail-Out Kits	1,194,300	17,000	- 202,300	48,000	48,300	49,000	49,300	-			50,000	10	1400	534000	GF Cash
Fire		Computer Generated Fire/Rescue Simulation	17,000	11,000	-	-	-	-	-	-	-	-	-	10	1400	554000 554001	GF Cash
		Lion Digital Fire Extinguisher Trainer	20,000	20,000	_		-	-				-	_	10	1400	554001	GF Cash
		Replace 14-61 2016 SUV, #VE024	65,000	65,000			_					_	-	410	1400	554002	Loan
		Replace 14-84 2018 Truck, #VE024	40,000	40,000	-	-	-	_	-	-	-	-	-	410	1400	554002	Loan
		Replace Multi-Gas Monitors	40,000	10,000	10,000	-	_	_	20.000	-	-	_	-	10	1400	554001	GF Cash
		Replace Self-Contained Breathing Apparatus	325,000	325,000	-	-	-	-	-	-	-	-	-	10	1400	554001	Loan
		Rescue Jack	20,000	20,000	-	-	-	-	-	-	-	-	-	10	1400	554001	GF Cash
		Tablet Replacement	100,000	10,000	10,000	20,000	-	-	20,000	-	-	20,000	20,000	10	1400	534000	GF Cash
		Thermal Imaging Camera Replacement	60,000	15,000	-	-	30,000	15,000	_	-	-	-	-	10	1400	554001	GF Cash
-	2024 Total		698,000	533,000	20,000	20,000	30,000	15,000	40,000	-	-	20,000	20,000				
		Commission on Fire Accreditation International	16,250	-	6,250	-	10,000	-	-	-	-	-	-	10	1400	519000	GF Cash
		Fire Department Training Facility	250,000	-	250,000	-	-	-	-	-	-	-	-	10	1400	552001	Loan
		Inflatable Fire Education House	10,000	-	10,000	-	-	-	-	-	-	-	-	10	1400	554001	GF Cash
		LUCAS Chest Compression System	37,000	-	20,000	-	-	17,000	-	-	-	-	-	10	1400	554001	GF Cash
		Replace 14-101 Truck AFM F150	65,000	-	65,000	-	-	-	-	-	-	-	-	10	1400	554002	Loan
		Replace 14-103 Truck T/L F150	65,000	-	65,000	-	-	-	-	-	-	-	-	10	1400	554002	Loan
		Replace 15-28 - Battalion Chief	140,000	-	70,000	-	70,000	-	-	-	-	-	-	10	1400	554002	Loan
		Replace 15-32 Dept. Chief Operations SUV	70,000	-	70,000	-	-	-	-	-	-	-	-	10	1400	554002	GF Cash
		Replace AEDs	75,000	-	75,000	-	-	-	-	-	-	-	-	10	1400	554001	GF Cash
		Replace Station 1 Breathing Air Compressor	120,000	-	120,000	-	-	-	-	-	-	-	-	10	1400	552001	GF Cash
		Station 2 Renovation	75,000	-	75,000	-	-	-	-	-	-	-	-	10	1400	519200	GF Cash
	2025 Total		923,250	-	826,250	-	80,000	17,000	-	-	-	-	-				
		Fire Station #3, Project #19018	6,500,000	-	-	6,500,000	-	-	-	-	-	-	-	410	1400	550103	Loan
		Replace 14-105 Truck	45,000	-	-	45,000	-	-	-	-	-	-	-	10	1400	554002	Loan
		Replace 15-35 SUV	70,000	-	-	70,000	-	-	-	-	-	-	-	10	1400	554002	Loan
		Replace 15-36 SUV	70,000	-	-	70,000	-	-	-	-	-	-	-	10	1400	554002	Loan
		Vehicle Stabilization Struts	50,000	-	-	25,000	-	-	-	-	-	25,000	-	10	1400	554001	GF Cash
	2026 Total		6,735,000	-	-	6,710,000	-	-	-	-	-	25,000	-				
		Replace 15-29 Fire Chief SUV	70,000	-	-	-	70,000	-	-	-	-	-	-	10	1400	554002	Loan
		Replace Engine 4	900,000	-	-	-	900,000	-	-	-	-	-	-	410	1400	550103	Loan
		Replace Exercise Equipment	45,000	-	-	-	45,000	-	-	-	-	-	-	10	1400	554001	GF Cash
		Replace Extrication Equipment	75,000	-	-	-	25,000	25,000	25,000	-	-	-	-	10	1400	554001	GF Cash
	2027 Total		1,090,000	-	-	-	1,040,000	25,000	25,000	-	-	-	-				
		Preemption Devices	200,000	-	-	-	-	200,000	-	-	-	-	-	10	1400	554001	GF Cash
		Replace 14-01 Truck	50,000	-	-	-	-	50,000	-	-	-	-	-	10	1400	554002	Loan
		Replace DC of Admin Vehicle	65,000	-	-	-	-	65,000	-	-	-	-	-	10	1400	554002	Loan
		Replace Ranger AFM Vehicle	65,000	-	-	-	-	65,000	-	-	-	-	-	10	1400	554002	Loan
		Service/Rescue Company - Station 1	900,000	-	-	-	-	900,000	-	-	-	-	-	410	1400	550103	Loan
		Strategic Plan Update	50,000	-	-	-	-	50,000	-	-	-	-	-	10	1400	519200	GF Cash
	2028 Total		1,330,000	-	-	-	-	1,330,000	-	-	-	-	-				

Dept. Fiscal Year	Project Title	Total Cost	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33+	Fund	Dept.	Acct.	Funding Source
Public Works	Sustainability Manager Vehicle, #VE024	50,000	50,000	-	-	-	-	-	-	-	-	-	410	1502	554002	Loan
Fleet	Fleet/Shop Interior Renovation	35,000	35,000	-	-	-	-	-	-	-	-	-	10	1521	552001	GF Cash
	Hydraulic Metal Notcher	9,000	9,000	-	-	-	-	-	-	-	-	-	10	1521	554001	GF Cash
	Industrial Bandsaw	6,000	6,000	-	-	-	-	-	-	-	-	-	10	1521	554001	GF Cash
	Mill/Lathe combination machine	7,000	7,000	-	-	-	-	-	-	-	-	-	10	1521	554001	GF Cash
	Propane Conversions (4)	30,000	30,000	-	-	-	-	-	-	-	-	-	10	1521	519200	GF Cash/Grant/Loan
	Purchase Mechanics Tool Box and Tools	48,000	12,000	12,000	12,000	12,000	-	-	-	-	-	-	10	1521	554001	GF Cash
	Replace Storage Buildings	7,500	7,500	-	-	-	-	-	-	-	-	-	10	1521	552001	GF Cash
	VanAir Power System	18,000	18,000	-	-	-	-	-	-	-	-	-	10	1521	554001	GF Cash
Buildings	16-03 2500 Series Utility Body, #VE024	63,000	63,000	-	-	-	-	-	-	-	-	-	410	1523	554002	Loan
	Oakdale Improvements	200,000	40,000	40,000	40,000	40,000	40,000	-	-	-	-	-	10	1523	552001	GF Cash
	Sustainability/Efficiency Study	40,000	40,000	-	-	-	-	-	-	-	-	-	10	1523	519200	GF Cash
Grounds	14-30 2500 Series Truck, #VE024	53,000	53,000	-	-	-	-	-	-	-	-	-	410	1525	554002	Loan
	14-58 2500 Series - Replacement, #VE024	53,000	53,000	-	-	-	-	-	-	-	-	-	410	1525	554002	Loan
	43-03 Ventrac #VE024	100,000	100,000	-	-	-	-	-	-	-	-	-	410	1525	554001	Loan
	Disc Golf Course	25,000	25,000	-	-	-	-	-	-	-	-	-	10	1525	553000	GF Cash
	Furnace and Air Handlers at City Ops	40,000	40,000	-	-	-	-	-	-	-	-	-	10	1525	552001	GF Cash
	Remove Boardwalk	30,000	30,000	-	-	-	-	-	-	-	-	-	10	1525	553000	GF Cash
Pool	Patton Park Pool Backup Pump	10,000	10,000	-	-	-	-	-	-	-	-	-	10	1535	554001	GF Cash
	Patton Pool Building Repair - Design/Architect	40,000	40,000	-	-	-	-	-	-	-	-	-	10	1535	519200	GF Cash
Streets	20-01 Dump Truck Replacment, #VE024	150,000	150,000	-	-	-	-	-	-	-	-	-	410	1555	554001	Loan
	Excavation Trench Boxes	15,000	15,000	-	-	-	-	-	-	-	-	-	10	1555	554001	GF Cash
	Replacement Salt Spreaders	60,000	15,000	15,000	-	-	-	15,000	15,000	-	-	-	10	1555	554001	GF Cash
	Replacement Snow Plows	48,000	12,000	12,000	-	-	-	12,000	12,000	-	-	-	10	1555	554001	GF Cash
	Roadway Weather Stations Equipment & Service	40,000	8,000	8,000	8,000	8,000	8,000	-	-	-	-	-	10	1555	553000	GF Cash
	Street and Sidewalk Assessment for Resurfacing	100,000	50,000	-	-	-	-	-	50,000	-	-	-	10	1555	519200	GF Cash
Powell Bill	Powell Bill Improvements	7,200,000	600,000	650,000	650,000	650,000	750,000	750,000	775,000	775,000	800,000	800,000	10	1556	524040	Powell Bill
Traffic	Message Board Sign Trailers	60,000	40,000	20,000	-	-	-	-	-	-	-	-	10	1560	554001	GF Cash
	Traffic Signal Cabinet Replacements	135,000	20,000	-	20,000	-	20,000	-	20,000	-	25,000	30,000	10	1560	554001	GF Cash
Transfers	Patton Park - Pickle Ball (Transfer to #G2205)	75,000	75,000	-	-	-	-	-	-	-	-	-	301	1502	550103	GF Cash
2024 Total		8,747,500	1,653,500	757,000	730,000	710,000	818,000	777,000	872,000	775,000	825,000	830,000				
Fleet	Fleet Fabrication Building	25,000	-	25,000	-	-	-	-	-	-	-	-	10/60	1521	552001	GF/WS Cash
Buildings	Generator - Maintenance and Grounds Facility	25,000	-	25,000	-	-	-	-	-	-	-	-	10/60	1523	554001	GF/WS Cash
	Re-paint Historic Railroad Depot	25,000	-	25,000	-	-	-	-	-	-	-	-	10	1523	519200	GF Cash
	Re-Paint Ops Building	20,000	-	20,000	-	-	-	-	-	-	-	-	10	1523	519200	GF Cash
	Sugarloaf Shed Replacement	30,000	-	30,000	-	-	-	-	-	-	-	-	10	1523	552001	GF Cash
	Sullivan Park Playground Equipment Replacement	125,000	-	125,000	-	-	-	-	-	-	-	-	10	1523	552001	GF Cash
Grounds	Columbarium at Oakdale Cemetery	30,000	-	30,000	-	-	-	-	-	-	-	-	10	1525	552001	GF Cash
	Invasive Species Removal Program	140,000	-	20,000	20,000	20,000	20,000	20,000	20,000	20,000	-	-	10	1525	519200	GF Cash
	Large Fans at Building and Grounds	25,000	-	25,000	-	-	-	-	-	-	-	-	10	1525	552001	GF Cash
	Lenox Park Improvements	20,000	-	20,000	-	-	-	-	-	-	-	-	10	1525	553000	GF Cash
	Patton Park Basketball Court Refinishing	250,000	-	125,000	-	125,000	-	-	-	-	-	-	10	1525	553000	GF Cash
	Patton Park Bathroom Door Keycard Locks	6,000	-	6,000	-	-	-	-	-	-	-	-	10	1525	554001	GF Cash
	Patton Park Improvement- Dog Park	25,000	-	25,000	-	-	-	-	-	-	-	-	10	1525	553000	GF Cash
	Patton Park Splash Pad	125,000	-	125,000	-	-	-	-	-	-	-	-	10	1525	553000	GF Cash
	Pressure Washing Trailer	5,000	-	5,000	-	-	-	-	-	-	-	-	10	1525	554001	GF Cash
	Whitmire Bldg New Signage	5,000	-	5,000	-	-	-	-	-	-	-	-	10	1525	553000	GF Cash
	Whitmire Bldg Paint Exterior	20,000	-	20,000	-	-	-	-	-	-	-	-	10	1525	519200	GF Cash
Streets	Expand Greenway Parking	25,000	-	25,000	-	-	-	-	-	-	-	-	10	1555	555001	GF Cash
	Stainless Steel Salt Spreader Stands	7,500	-	7,500	-	-	-	-	-	-	-	-	10	1555	554001	GF Cash
ļ	Tracey Grove Bridge Replacement Project #15929	208,000	-	208,000	-	-	-	-	-	-	-	-	410	1555	555001	GF Cash/NCDOT Match
Traffic	Message Board Sign Trailers	20,000	-	20,000	-	-	-	-	-	-	-	-	10	1560	554001	GF Cash
2025 Total		1,161,500	-	916,500	20,000	145,000	20,000	20,000	20,000	20,000	-	-				

Dept.	Fiscal Year	Project Title	Total Cost	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33+	Fund	Dept.	Acct.	Funding Source
Public Works		14-78 Replacement Director Vehicle	50,000	-	-	50,000	-	-	-	-	-	-	-	10	1502	554002	Loan
Administration	ı	Annual Vehicle Replacement	879,710	-	-	90,300	243,800	221,970	224,640	99,000	-	-	-	10	1502	554002	Loan
		Event command operation center trailer PW	30,000	-	-	30,000	-	-	-	-	-	-	-	10	1502	554001	GF Cash
		Patton Park - Stream Restoration	200,000	-	-	200,000	-	-	-	-	-	-	-	410	1502	550103	GF Cash
		Patton Park Vehicle Bridge Replacement	150,000	-	-	150,000	-	-	-	-	-	-	-	410	1502	550103	GF Cash
		Replace Orleans Avenue Bridge	403,000	-	-	3,000	100,000	300,000	-	-	-	-	-	410	1502	550103	GF Cash
Fleet	t	Hydraulic system test equipment	10,500	-	-	10,500	-	-	-	-	-	-	-	10	1521	554001	GF Cash
		Paint booth	35,000	-	-	35,000	-	-	-	-	-	-	-	10	1521	552001	GF Cash
Buildings		City Hall Exterior Improvements #19140	750,965	-	-	465,865	263,000	22,100	-	-	-	-	-	410	1523	550103	Loan
		EV Utility Golfcart for Maint.Dept.	24,000	-	-	24,000	-	-	-	-	-	-	-	10	1523	554001	GF Cash
Grounds		2500 Quad Cab 4x4 Crew Truck with snow plow	72,000	-	-	72,000	-	-	-	-	-	-	-	10	1525	554002	Loan
		60-Month Lease : Mowers, UTV, and Spreader	65,000	-	-	25,000	-	-	-	40,000	-	-	-	10	1525	554001	GF Cash
		Berkley Park Pond Viewing Platform	30,000	-	-	30,000	-	-	-	-	-	-	-	10	1525	553000	GF Cash
		Clear Creek Park	125,000	-	-	125,000	-	-	-	-	-	-	-	10	1525	553000	GF Cash
		Greenways RTV	30,000	-	-	30,000	-	-	-	-	-	-	-	10	1525	554001	GF Cash
		Replace 42-05 w/ Tractor Loader Bucket & Blower	55,000	-	-	55,000	-	-	-	-	-	-	-	10	1525	554001	Loan
1		Skid Steer	100,000	-	-	100,000	-	-	-	-	-	-	-	10	1525	554001	Loan
		Whitmire Bldg Replace Flooring	46,000	-	-	46,000	-	-	-	-	-	-	-	10	1525	552001	GF Cash
Streets		16-13 Replacement Street Service Truck 5500 Crew	90,000	-	-	90,000	-	-	-	-	-	-	-	10	1555	554001	Loan
		22-18 Replacement Dump Truck (Streets)	150,000	-	-	150,000	-	-	-	-	-	-	-	10	1555	554001	Loan
1		58-02 Streets Curb Machine Replacement	15,000	-	-	15,000	-	-	-	-	-	-	-	10	1555	554001	Loan
		City Hall & 5th Ave Crosswalk Repair	45,000	-	-	45,000	-	-	-	-	-	-	-	10	1555	553000	Loan
		Event Detour Trailer W/ Signs, Stands, Cones, Etc.	30,000	-	-	30,000	-	-	-	-	-	-	-	10	1555	534000	GF Cash
		New Streets Dump Truck 5500	100,000	-	-	100,000	-	-	-	-	-	-	-	10	1555	554001	Loan
		Streets Pickup (New)	50,000	-	-	50,000	-	-	-	-	-	-	-	10	1555	554002	Loan
		Streets Skid Steer 289D	90,000	-	-	90,000	-	-	-	-	-	-	-	10	1555	554001	Loan
Traffic		16-04 3500 Series Flatbed	63,000	-	-	63,000	-	-	-	-	-	-	-	10	1560	554001	Loan
		16-15 3500 Series - 5500 series	90,000	-	-	90,000	-	-	-	-	-	-	-	10	1560	554001	Loan
		16-16 Traffic Replacement 1500 - 2500	50,000	-	-	50,000	-	-	-	-	-	-	-	10	1560	554001	Loan
	2026 Total		3,829,175	-	-	2,314,665	606,800	544,070	224,640	139,000	-	-	-				
Administration	1	14-64 Replacement Superintendent Truck	50,000	-	-	-	50,000	-	-	-	-	-	-	10	1502	554002	Loan
Buildings	;	Replace #43-18 with Ventrac	85,000	-	-	-	85,000	-	-	-	-	-	-	10	1525	554001	Loan
		Whitmire Bldg New Windows	25,000	-	-	-	25,000	-	-	-	-	-	-	10	1525	552001	GF Cash
		Whitmire Bldg Shuffle Board Roof	50,000	-	-	-	50,000	-	-	-	-	-	-	10	1525	552001	GF Cash
Traffic	>	Side X Side for Events and Sign maintenance	20,000	-	-	-	20,000	-	-	-	-	-	-	10	1560	554001	GF Cash
		Traffic street sign shop computer, plotter, material.	30,000	-	-	-	30,000	-	-	-	-	-	-	10	1560	554001	GF Cash
	2027 Total		260,000	-	-	-	260,000	-	-	-	-	-	-				
Grounds		Purchase Rail Line from WATCO	4,000,000	-	-	-	-	4,000,000	-	-	-	-	-	10	1525	551000	GF Cash
		Replace #42-10 Kubota Tractor	125,000	-	-	-	-	125,000	-	-	-	-	-	10	1525	554001	Loan
	2028 Total		4,125,000	-	-	-	-	4,125,000	-	-	-	-	-				
Grounds		Replace # 42-10 New Holland Tractor	250,000	-	-	-	-	-	-	250,000	-	-	-	10	1525	554001	Loan
	2029 Total		250,000	-	-	-	-	-	-	250,000	-	-	-				
Public Works Total			18,373,175	1,653,500	1,673,500	3,064,665	1,721,800	5,507,070	1,021,640	1,281,000	795,000	825,000	830,000				

	Fiscal		Total					FX / A O		DX / 2 0		E 100				• •	
Dept.	Year	Project Title	Cost	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33+	Fund	Dept.	Acct.	Funding Source
Stormwater		7th Avenue Streetscape Stormwater Improvements	100,000	100,000	-	-	-	-	-	-	-	-	-	67	7555	553000	SW Cash
		Annual Brush and Leaf Grinding	289,500	27,000	27,500	28,000	28,500	29,000	29,500	30,000	30,000	30,000	30,000	67/68	7555	519200	SW/ESF Cash
		Comprehensive Stormwater Master Plan, #G2216	1,300,000	400,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	301	7555	519200	Grant
		General Stormwater Infrastructure	1,450,000	100,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	67	7555	553000	SW Cash
		Green Infrastructure in City ROW	1,800,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	300,000	300,000	67	7555	553000	SW Cash
		Lower Mud Creek Floodplain Restoration, #G2306	3,157,465	3,127,465	-	-	-	-	30,000	-	-	-	-	467	7555	550103	SW Cash/Grant
		Stormwater Easement Acquisition	95,000	5,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	67	7555	551000	SW Cash
		Stream Bank Stabilization/ Buffer Enhancement	265,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	25,000	50,000	50,000	67	7555	553000	SW Cash
		Streets/Stormwater Trailer Replacement	40,000	20,000	20,000	-	-	-	-	-	-	-	-	67	7555	554001	SW Cash
		Sullivan Park Stream Restoration, Project# G2129	428,000	428,000	-	-	-	-	-	-	-	-	-	467	7555	550103	SW Cash/Grant
	2024 Total		8,924,965	4,377,465	477,500	458,000	458,500	459,000	489,500	460,000	465,000	640,000	640,000				
		Master Plan CIP Projects	1,750,000	-	250,000	250,000	250,000	250,000	250,000	250,000	250,000	-	-	467	7555	550103	SW Cash/Loan
	2025 Total		1,750,000	-	250,000	250,000	250,000	250,000	250,000	250,000	250,000	-	-				-
		Planned Stormwater Capital Improvements	7,000,000	-	-	-	7,000,000	-	-	-	-	-	-	467	7555	550103	Loan
	2027 Total		7,000,000	-	-	-	7,000,000	-	-	-	-	-	-				
	0000 T 1	Vehicle Replacement - Truck	60,000	-	-	-	-	-	-	60,000	-	-	-	67	7555	554002	Loan
	2030 Total		60,000	-	-	-	-	-	-	60,000	-	-	-				
Stormwater Total			17,734,965	4,377,465	727,500	708,000	7,708,500	709,000	739,500	770,000	715,000	640,000	640,000	460	7002	554001	WGG
Water & Sewer		42-06 Skid Steer (ROW), #VE024	100,000	100,000	-	-	-	-	-	-	-	-	-	460	7002	554001 554002	WS Cash
Operating Fund		Annual Vehicle Replacement #VE024	2,050,000	205,000	205,000	205,000	205,000	205,000	205,000	205,000	205,000	205,000	205,000	460	7002		WS Cash
		Excavator 44-08 Replacement, #VE024	82,000	82,000	-	-	-	-	-	-	-	-	-	460	7002	554001 555003	WS Cash
		FOG Rod Installations - Sewer Pump Stations	150,000	50,000	50,000	50,000	-	-	-	-	-	-	-	60 460	7132 7032	555003 554001	WS Cash WS Cash
		Generators and ATS, #	1,029,000	150,000	154,000	158,000	75,000	77,000	79,000	81,000	83,000	85,000	87,000	460	7032	554001 554001	WS Cash
		Hydraulic Hammer for 308 Excavator	25,000	25,000	-	-	-	-	-	-	-	-	-	60 60		554001 554001	WS Cash
		Locator Lateral Camera Replacement	17,000	17,000	-	-	-	-	-	-	-	-	-	460	7155 7002	554001 554001	WS Cash
		LSL Crew - Dump Truck, #VE024	120,000	120,000	-	-	-	-	-	-	-	-	-	460	7002	554001 554001	WS Cash
		LSL Crew - Excavator, #VE024	82,000	82,000 15,000	-	-	-	-	-	-	-	-	-	400 60	7055	554001 554001	WS Cash
		LSL Crew - Equipment Trailer Operations Center SCADA	15,000 120,000	120,000	-	-	-	-	-	-	-	-	-	60	7033	556001	WS Cash
		Rights-of-Way Clearing (Contracted)	260,000	50,000	- 51,000	- 52,000	53,000	- 54,000	-	-	-	-		60	7052	519200	WS Cash
		SCADA Replacements - Sewer Pump Stations	231,000	75,000	77,000	79,000	-	54,000	-	-	-	-	-	60	7033	555003	WS Cash
		SCADA Replacements - Water Pump Stations	231,000	75,000	77,000	79,000		-	-				-	60	7032	555003	WS Cash
		Sewer Pump Station #037 - Wetwell Repair	50,000	50,000	-	-	-	-	-	_	-	-	-	60	7132	555002	WS Cash
		Small Diameter Water Main Replacements	1,135,000	100,000	103,000	106,000	109,000	112,000	115,000	118,000	121,000	124,000	127,000	60	7055	519200	WS Cash
		Vehicle Key Lock System (Fleet)	15,000	15,000	-	-	-	-	-	-	-	-	-	60	1521	554001	WS Cash
		Water Pump Station Pressure Control	500,000	100,000	200,000	200,000	-	_	_	_	-	-	-	60	7032	555003	WS Cash
		Water Pump Station Panel Replacements	130,000	20,000	25,000	25,000	30,000	30,000	_	_	-	-	-	60	7032	555003	WS Cash
		Water Storage Tank Security Improvements	150,000	50,000	50,000	50,000	-	-	-	-	-	-	-	60	7032	553000	WS Cash
		WTP and WWTP Fire Safety Improvements	50,000	25,000	25,000	-	-	-	-	-	-	-	-	60	7035/7135	554001	WS Cash
		WWTP Lab Water Purification System Replacement	8,000	8,000	-	-	-	-	-	-	-	-	-	60	7135	555003	WS Cash
-	2024 Total		6,550,000	1,534,000	1,017,000	1,004,000	472,000	478,000	399,000	404,000	409,000	414,000	419,000				
		ATV#04-06 2017 Polaris Ranger XP900	18,000	-	18,000	-	-	-	-	-	-	-	-	60	7155	554001	WS Cash
		Dump Truck (22-07) Chevrolet Kodiak C7500	85,000	-	85,000	-	-	-	-	-	-	-	-	60	7002	554001	WS Cash
		Dump Truck (22-13) 2004 Chevrolet 7500	85,000	-	85,000	-	-	-	-	-	-	-	-	60	7002	554001	WS Cash
		Dump Truck (new), #VE024	120,000	-	120,000	-	-	-	-	-	-	-	-	460	7055	554001	Loan
		Excavator (new), #VE024	100,000	-	100,000	-	-	-	-	-	-	-	-	460	7055	554001	Loan
		Sewer Flow Meter Replacement	85,000	-	85,000	-	-	-	-	-	-	-	-	60	7155	554001	WS Cash
		Sewer Main Rehabilitation	2,518,000	-	250,000	257,000	264,000	271,000	279,000	287,000	295,000	303,000	312,000	60	7155	555002	WS Cash
		WTP SCADA Server Replacement	85,000	-	40,000	-	-	-	-	-	45,000	-	-	60	7135	519200	WS Cash
		WTP Site and Security Improvemets	50,000	-	50,000	-	-	-	-	-	-	-	-	60	7035	553000	WS Cash
		WWTP HVAC Replacement	100,000	-	100,000	-	-	-	-	-	-	-	-	60	7135	552001	WS Cash
		WWTP SCADA Historian	50,000	-	50,000	-	-	-	-	-	-	-	-	60	7135	519200	WS Cash
		Zeroturn Mower	15,000	-	15,000	-	-	-	-	-	-	-	-	60	7002	554001	WS Cash
	2025 Total		3,311,000	-	998,000	257,000	264,000	271,000	279,000	287,000	340,000	303,000	312,000				

New Perform No. No. No. No.	Dept.	Fiscal Year	Project Title	Total Cost	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33+	Fund	Dept.	Acct.	Funding Source
phend phend <th< td=""><td>Water & Sewer</td><td></td><td>200kW Portable Generator Replacement</td><td></td><td>-</td><td>-</td><td>150,000</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>60</td><td>7032/7132</td><td>554001</td><td>WS Cash</td></th<>	Water & Sewer		200kW Portable Generator Replacement		-	-	150,000	-	-	-	-	-	-	-	60	7032/7132	554001	WS Cash
Normal Science Normal	Operating Fund		*		-	-		-	-	-	-	-	-	-	60		554001	WS Cash
Normal Part Part Part Part Part Part Part Part				-	-	-	139,000	-	-	-	-	-	-	-	60	7002	554001	Loan
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Image: sector of a participant sector of a partipant sector of a participant sector of a participant se				-	-	-		-	-	-	-	-	-	-				Loan
Image: Problem Process of 44.07 (24.07			• • • •		-	-		-	-	-	-	-	-	-				WS Cash
Image: book of the strenge (1) 291 (201 2982) B100 Image: book of the strenge (1) 291 (201 2992) B100 Image: book of the strenge (1) 291 (201 2992) B100 Image: book of the strenge (1) 291 (201 2992) B100 Image: book of the strenge (1) 291 (201 2992) B100 Image: book of the strenge (1) 291 (201 2992) B100 Image: book of the strenge (1) 291 (201 2992) B100 Image: book of the strenge (1) 291 (201 2992) B100 Image: book of the strenge (1) 291 (201 2992) B100 Image: book of the strenge (1) 291 (201 2992) B100 Image: book of the strenge (1) 291 (201 2992) B100 Image: book of the strenge (1) 291 (201 2992) B100 Image: book of the strenge (1) 291 (201 2992) B100 Image: book of the strenge (1) 291 (201 2992) B100 Image: book of the strenge (1) 291 (201 2992) B100 Image: book of the strenge (1) 291 (201 2992) Image: book of the strenge (1) 291 (201 2992) Image: book of the strenge (1) 291 (201 2992) Image: book of the strenge (1) 291 (201 2992) Image: book of the strenge (1) 291 (201 2992) Image: book of the strenge (1) 291 (201 2992) Image: book of the strenge (1) 291 (201 2992) Image: book of the strenge (1) 291 (201 2992) Image: book of the strenge (1) 291 (201 2992) Image: book of the strenge (1) 291 (201 2992) Image: book of the strenge (1) 291 (201 2992) Image: book of the strenge (1) 291 (201 2992)					-	-		_	_	_	-	-	-	_				Loan
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When Description					_	_		-	_	_	_	_	_					Loan
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Al Tenna Valacia 00 2017 Paina Bange X0990 183.000		2027 10141	14-91 Chevy Taboe					· · · · ·		,	,	,			60	7002	554002	Loan
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Numer & Sover Operating Pand Trad 125000 213500 223500 83400 10000 755000 \$52700 \$52700 \$52700 \$52700 \$52700 \$50700			Vacuum Excavator		-	-	-	-	-	-	,	-	-	-	60	7002	554001	WS Cash
Water 10 AMM Metering Infrastruers Replacement (72003 9,19,000 15.500 - - 4,289,000 4,397,000 - - 460 7005 590163 Capital Fund 5 Conso Drive Sejfoldshood Water Improvements 746800 11,23,000 6,345,000 - - - - - - - 460 7005 590163 12 Outh Inckgen Rold Water Improvements 746800 11,23,000 6,345,000 -				,		-	-	-			· · · · ·		-					
Cpital Pand S Canson Drive Neighborhood Wate Replacement 175,000 175,000 - - - - - - 400 7055 50003 12 Old Beckyatt Ref. Water Improvements 7000 20,000 - - - - - - 400 7055 50003 12 Stand Aras Water Improvements 7000 20,000 - - - - - - 400 7055 55003 12 Standark Mater Improvements 7000 15,000 - - - - - - - 400 7055 55003 10 WTP Edecode Paphacine, #1907 213,500 213,500 10,670,000 - -	A	0		, ,	,,	2,015,000	2,325,000	834,000	1,106,000		,,	832,000	802,000	818,000	460	7002	550102	2022 B B 1
15 Dna Area Water Improvements 7468.000 1,123.000 6345.000 - - - - - - 460 7055 55003 12 Old Brickinge Rodt wert Improvements #17002 270.000 - - - - - - 460 7055 55003 12 Someoby Pak PK Replacement 135.00 135.00 - - - - - 460 7055 55003 10 WTP Store Depaision, #1207 2,131.500 15.000 - - - - - 400 7055 55003 10 WTP Thicknee Drive Replacement 110.000 10.000 - - - - - 400 7055 55003 12 WTP Chainer Drive Replacement 15.000 145.000 - - - - - - 460 7155 55003 12 WTP Chainer Drive Replacement 15.000 22.0000 2.280.000 - - - - - - - - - - - <t< td=""><td></td><td></td><td></td><td></td><td></td><td>-</td><td>-</td><td>-</td><td>-</td><td>4,269,000</td><td>4,397,000</td><td>-</td><td>-</td><td>-</td><td></td><td></td><td></td><td>2023 Rev. Bond</td></t<>						-	-	-	-	4,269,000	4,397,000	-	-	-				2023 Rev. Bond
12 04 hickyard Ad. = 20000 20000 - - - - - - - 400 7055 550103 12 Ratledge Road Water Improvements #17002 20000 - - - - - - - - 400 7055 55002 12 Somenby Mit RPM Keplacement 113,000 13,500 13,500 - - - - - - 400 7055 55002 10 WTP Thickenerbic Replacement 110,000 - - - - - - 400 7035 55002 10 WTP Thickenerbic Replacements 110,000 12,5000 12,6000 10,6000 - - - - - - 400 7135 55003 12 WTP Thickenerbic Replacement 12,5000 12,5000 12,5000 2,500,00 -	Capital Fund	-				-	-	-	-	-	-	-	-	-				Reserve
12 Ruidage Road Water Improvements #17002 270,000 - <td< td=""><td></td><td></td><td>-</td><td></td><td></td><td>6,345,000</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td></td><td></td><td></td><td>SRF Loan</td></td<>			-			6,345,000	-	-	-	-	-	-	-	-				SRF Loan
12 Somerky Park PRV Replacement 135,000 135,000 - - - - - - - 400 7055 55002 4 WTP Tiskice Depansion, #1907 2,131,500 2,131,500 -			-		· · · · · ·	-	-	-	-	-	-	-	-	-				Reserve
4 WTP 15MGD Expansion, #19207 2,131.50 2,131.50 - </td <td></td> <td>12</td> <td>C 1</td> <td>270,000</td> <td>270,000</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td></td> <td></td> <td></td> <td>Reserve</td>		12	C 1	270,000	270,000	-	-	-	-	-	-	-	-	-				Reserve
10 WTP Thickener Drive Replacement 110,000 110,000 <		12		135,000	135,000	-	-	-	-	-	-	-	-	-	460	7055		Reserve
6 WTP Bisosidi Drying System #16036 12,530,000 1,860,000 10,670,000 - 400 713 550103 550103 550103 - - - - - - - 400 705 550103 -		4	· ·	2,131,500	2,131,500	-	-	-	-	-	-	-	-	-	460	7035		2024 Rev. Bond
12 WWTP Clarifier Drive Mechanism Replacements 145,000 145,000 1- - - - - - 400 7135 55000 4 WWTP feadwords and Flow Equalization 2250,000 22250,000 22250,000 22250,000 22250,000 2202000 - <		10	WTP Thickener Drive Replacement	110,000	110,000	-	-	-	-	-	-	-	-	-	460	7035	554001	Reserve
4 WWTP Headworks and Flow Equatization 29,520,000 2,250,000 2,250,000 2,502,000 - - - - - - 460 7135 55008 0 2024 Total Argue Tank Abandonent 61,875.00 8,924.500 1926.500 25,020,000 - <td></td> <td>6</td> <td>WWTP Biosolid Drying System#16036</td> <td>12,530,000</td> <td>1,860,000</td> <td>10,670,000</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>460</td> <td>7135</td> <td>550103</td> <td>2024 Rev. Bond</td>		6	WWTP Biosolid Drying System#16036	12,530,000	1,860,000	10,670,000	-	-	-	-	-	-	-	-	460	7135	550103	2024 Rev. Bond
2024 Total 61.875.500 8.924.500 19.265.000 2.502.000 - 4.269.000 4.397.000 -		12	WWTP Clarifier Drive Mechanism Replacements	145,000	145,000	-	-	-	-	-	-	-	-	-	460			Reserve
10 Argyle Tank Abandonment 300,000 - 300,000 - - - - - - 460 7055 550103 9 CCTV Truck Replacement 390,000 - 390,000 - - - - - - 460 7155 550103 15 Easts de Transmission Main, Phase 2 and 3 9,860,000 - 500,000 \$8,860,000 - - - - - 460 7055 550103 9 Hunters Gan, Water Pump Station Replacement 300,000 - - - - - - 460 7035 550103 9 Long John Montain Water Improvements #18014 10,670,000 - 550,000 557,000 - - - - 460 7055 550103 12 NCDOT Highland Lake Rd 575,000 - - - - - - 460 7055 550103 12 Sewer Collection Systerum Master Plan Update		-	WWTP Headworks and Flow Equalization		2,250,000	2,250,000	25,020,000	-	-			-	-	-	460	7135	550103	SRF Loan
or Or 390,000 390,000 -		2024 Total		61,875,500	8,924,500	19,265,000	25,020,000	-	-	4,269,000	4,397,000	-	-	-				
15 Eastiskie Transmission Main, Phase 2 and 3 9,860,000 - 500,000 \$8,860,000 - - - - - - 460 7032 550033 9 Hunters Gien Water Pump Station Replacement 300,000 - - - - - - - 460 7032 550033 9 Long John Mountain Water Improvements #18014 10,670,000 - 500,000 \$9,670,000 - - - - - 460 7035 \$50103 12 NCDT Highland Lake Rd 575,000 - - - - - - 460 7055 \$50103 12 Sever Collection System Master Plan Update 1,640,000 - - - - - - 460 7055 \$50103 12 Sever Collection System Master Plan Update 220,000 - - - - - - 460 7155 \$50103 14 Sever Vactor Track Replacement #22011 660,000 - - - - - - 460		10	Argyle Tank Abandonment	300,000	-	300,000	-	-	-	-	-	-	-	-				Reserve
9 Hurters Gen Water Pump Station Replacement 300,000 - 300,000 - - - - - - 460 7032 555003 9 Long John Mountain Water Improvements #18014 10,670,000 - 500,000 9670,000 - - - - - - 460 7055 550103 12 NCDOT Highand Lake Rd 575,000 - - - - - - 460 7055 550103 9 North Main Water and Sever Replacement 1,640,000 - 1,640,000 - - - - - - 460 7055 550103 12 Sever Vactor Truck Replacement 1,640,000 - 220,000 - - - - - - 460 7155 550103 4 Sever Vactor Truck Replacement #22011 600,000 - 600,000 - - - - - - 460 7155 550103 4 Water water Evaluation - Basin 3#21045 100,000 - 600,000 -		9	*		-	390,000	-	-	-	-	-	-	-	-	460	7155		2026 Rev. Bond
9 Long John Mountain Water Improvements #18014 10,670,000 - 500,000 9,670,000 -		15	Eastside Transmission Main, Phase 2 and 3	9,860,000	-	500,000	500,000	8,860,000	-	-	-	-	-	-	460			2028 Rev. Bond
12 NCDCT Highland Lake Rd 75,000 75,000 7 7 7 7 7 460 7055 550103 9 North Main Water and Sever Replacement 1,640,000 7 7 7 7 7 6 7 600 7055 550103 12 Sever Collection System Master Plan Update 220,000 7 7 7 7 7 6 7 600 7055 550103 44 Sever Collection System Master Plan Update 220,000 7 7 7 7 7 7 6 7 6 7 550103 44 Sever Vactor Truck Replacement #22011 600,000 7 600,000 7 7 7 7 7 6 7 6 7 <th< td=""><td></td><td>9</td><td>Hunters Glen Water Pump Station Replacement</td><td>300,000</td><td>-</td><td>300,000</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>460</td><td>7032</td><td></td><td>Reserve</td></th<>		9	Hunters Glen Water Pump Station Replacement	300,000	-	300,000	-	-	-	-	-	-	-	-	460	7032		Reserve
9 North Main Water and Sewer Replacement 1,640,000 - 1,640,000 - - - - - - 460 7055 550103 12 Sewer Collection System Master Plan Update 220,000 - 220,000 - - - - - - - 460 7155 550103 4 Sewer Vactor Truck Replacement #22011 6600,000 - 660,000 - - - - - - - 460 7155 554002 10 Vactor Truck Storage Building 660,000 - 660,000 - <		9	Long John Mountain Water Improvements #18014	10,670,000	-	500,000	500,000	9,670,000	-	-	-	-	-	-	460	7055	550103	2028 Rev. Bond
12Swer Collection System Master Plan Update220,000 $ -$		12	NCDOT Highland Lake Rd	575,000	-	575,000	-	-	-	-	-	-	-	-	460	7055	550103	2024 Rev. Bond
4 Sever Vactor Truck Storage Building 600,000 - 600,000 - - - - - - 460 7155 554002 10 Vactor Truck Storage Building 660,000 - 660,000 - - - - - - 460 7155 550103 5 Wastewater Evaluation - Basin 3 #21045 100,000 -		9	North Main Water and Sewer Replacement	1,640,000	-	1,640,000	-	-	-	-	-	-	-	-	460	7055	550103	2026 Rev. Bond
10Vactor Truck Storage Bidding660,000-660,00046071555501035Wastewater Evaluation - Basin 3 #21045100,000-100,00046071555501034WTP Residuals Storage, #220131,480,000-1,480,000460715555010312WTP Septage Recieveing Improvements550,000 <t< td=""><td></td><td>12</td><td>Sewer Collection System Master Plan Update</td><td>220,000</td><td>-</td><td>220,000</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>460</td><td>7155</td><td>550103</td><td>Reserve</td></t<>		12	Sewer Collection System Master Plan Update	220,000	-	220,000	-	-	-	-	-	-	-	-	460	7155	550103	Reserve
10Vactor Truck Storage Building660,000-660,00046071555501035Wastewater Evaluation - Basin 3 #21045100,000-100,00046071555501034WTP Residuals Storage, #220131,480,000 <td></td> <td>4</td> <td>Sewer Vactor Truck Replacement #22011</td> <td>600,000</td> <td>-</td> <td>600,000</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>460</td> <td>7155</td> <td>554002</td> <td>2024 Rev. Bond</td>		4	Sewer Vactor Truck Replacement #22011	600,000	-	600,000	-	-	-	-	-	-	-	-	460	7155	554002	2024 Rev. Bond
5 Wastewater Evaluation - Basin 3 #21045 100,000 - 100,000 - - - - - - - 460 7155 550103 4 WTP Residuals Storage, #22013 1,480,000 - 1,480,000 - - - - - - - 460 7035 550103 12 WTP Septage Recieveing Improvements 550,000 - - - - - - - 460 7035 550103		10			-		-	-	-	-	-	-	-	-	460		550103	2026 Rev. Bond
4 WTP Residuals Storage, #22013 1,480,000 - 1,480,000 - <th< td=""><td></td><td></td><td></td><td></td><td>-</td><td></td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td></td><td></td><td>550103</td><td>Reserve</td></th<>					-		-	-	-	-	-	-	-	-			550103	Reserve
12 WWTP Septage Recieveing Improvements 550,000 - - - - - - 460 7135 550103		4			-		-	-	-	-	-	-	-	-				2026 Rev. Bond
		12			-		-	-	-	-	-	-	-	-				2026 Rev. Bond
		9					2,200.000	-	-	-	-	-	-					2026 Rev. Bond
2025 Total 29,815,00 - 8,085,000 3,200,000 18,530,000		2025 Total							_	-			_					

Dept.	Fiscal Year	Project Title	Total Cost	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33+	Fund	Dept.	Acct.	Funding Source
Water & Sewer	5	NCDOT HWY 64 #18140	1,360,000	-	-	1,360,000	-	-	-	-	-	-	-	460	7055	550103	2026 Rev. Bond
Capital Fund	6	Wash Creek Replacement Sewer G08	3,720,000	-	-	3,720,000	-	-	-	-	-	-	-	460	7155	550103	2026 Rev. Bond
	9	WWTP Blower Building Improvements	2,600,000	-	-	400,000	2,200,000	-	-	-	-	-	-	460	7135	550103	2026 Rev. Bond
	9	WWTP Recycle Pumping Station Project	1,100,000	-	-	1,100,000	-	-	-	-	-	-	-	460	7135	550103	2026 Rev. Bond
	9	WWTP Sludge Dewatering Conveyor Belt	950,000	-	-	950,000	-	-	-	-	-	-	-	460	7135	550103	2026 Rev. Bond
	2026 Total		9,730,000	-	-	7,530,000	2,200,000	-	-	-	-	-	-				
	6	12" Water Main Replacement under FBR (Etowah)	200,000	-	-	-	200,000	-	-	-	-	-	-	460	7055	555002	Reserve
	6	Brookside Camp Road Water Improvements	2,250,000	-	-	-	225,000	2,025,000	-	-	-	-	-	460	7055	550103	2028 Rev. Bond
	15	Devils Fork Sewer Replacement G05	2,790,000	-	-	-	2,790,000	-	-	-	-	-	-	460	7155	550103	2028 Rev. Bond
	5	Heatherwood Neighborhood Water Replacement	1,690,000	-	-	-	1,690,000	-	-	-	-	-	-	60	7055	550103	2028 Rev. Bond
	5	NCDOT 191 #16126	12,800,000	-	-	-	12,800,000	-	-	-	-	-	-	460	7055	550103	2026 Rev. Bond
	5	Upward Road Water Main Upgrade	1,010,000	-	-	-	1,010,000	-	-	-	-	-	-	460	7055	550103	2028 Rev. Bond
	9	WWTP Sludge Thickening Rehabilitation	5,900,000	-	-	-	900,000	5,000,000	-	-	-	-	-	460	7135	550103	2028 Rev. Bond
	2027 Total		26,640,000	-	-	-	19,615,000	7,025,000	-	-	-	-	-				
	15	Dana Rd. Water Main Extension	2,210,000	-	-	-	-	2,210,000	-	-	-	-	-	460	7055	550103	Reserve
	4	NCDOT White St/ South Main #17126	3,750,000	-	-	-	-	3,750,000	-	-	-	-	-	460	7055	550103	2028 Rev. Bond
	9	Statonwoods Neighborhood Water Replacement	920,000	-	-	-	-	920,000	-	-	-	-	-	460	7055	550103	2028 Rev. Bond
	15	Water Distribution Master Plan Update #22012	225,000	-	-	-	-	225,000	-	-	-	-	-	460	7055	550103	Reserve
	12	Willow Rd:Price Rd & PRV Bypass	500,000	-	-	-	-	500,000	-	-	-	-	-	460	7155	550103	Reserve
	3	WTP Splitter Box Improvements	4,000,000	-	-	-	-	4,000,000	-	-	-	-	-	460	7035	550103	2028 Rev. Bond
	4	WTP Thickener Improvements	750,000	-	-	-	-	750,000	-	-	-	-	-	460	7035	550103	2028 Rev. Bond
	15	WWTP Dewatering Facility Lightning Protection	590,000	-	-	-	-	590,000	-	-	-	-	-	460	7135	550103	2028 Rev. Bond
	2028 Total		12,945,000	-	-	-	-	12,945,000	-	-	-	-	-				
	10	Airport Rd Water	720,000	-	-	-	-	-	720,000	-	-	-	-	460	7055	550103	2029 Rev. Bond
	15	Baystone Drive Neighborhood Water Replacement	1,220,000	-	-	-	-	-	1,220,000	-	-	-	-	460	7055	550103	2029 Rev. Bond
	6	Brittain Creek Sewer Replacement G-03	3,080,000	-	-	-	-	-	3,080,000	-	-	-	-	460	7155	550103	2029 Rev. Bond
	10	Brookwood Sewer Pump Station Replacement	359,000	-	-	-	-	-	359,000	-	-	-	-	460	7155	555003	Reserve
	10	East Campus Road	1,140,000	-	-	-	-	-	1,140,000	-	-	-	-	460	7055	550103	2029 Rev. Bond
	10	Pace Rd. Water Main Extension and Interconnect	1,710,000	-	-	-	-	-	1,710,000	-	-	-	-	460	7055	550103	2029 Rev. Bond
	10	S. Rugby Road Water Main Interconnect	2,850,000	-	-	-	-	-	2,850,000	-	-	-	-	460	7055	550103	2029 Rev. Bond
	4	WTP UV Disinfection Process Addition	5,500,000	-	-	-	-	-	5,500,000	-	-	-	-	460	7035	550103	2029 Rev. Bond
	9	WWTP Aeration Basin Modification	2,125,000	-	-	-	-	-	325,000	1,800,000	-	-	-	460	7135	550103	2029 Rev. Bond
	2029 Total		18,704,000	-	-	-	-	-	16,904,000	1,800,000	-	-	-				
	10	Howard Gap Rd. Water Extension Mid	2,550,000	-	-	-	-	-	-	2,550,000	-	-	-	460	7055	550103	2030 Rev. Bond
	10	Howard Gap Rd. Water Extension North End	1,560,000	-	-	-	-	-	-	1,560,000	-	-	-	460	7055	550103	2030 Rev. Bond
	2030 Total		4,110,000	-	-	-	-	-	-	4,110,000	-	-	-				
	15	North Fork Raw Water Line Slip lining	5,200,000	-	-	-	-	-	-	-	5,200,000	-	-	460	7055	550103	2032 Rev. Bond
	10	Southside Water System Improvements	4,090,000	-	-	-	-	-	-	-	4,090,000	-	-	460	7055	550103	2032 Rev. Bond
	15	WTP to Ewart Hill Slip Lining	5,070,000	-	-	-	-	-	-	-	5,070,000	-	-	460	7055	550103	2032 Rev. Bond
	2031 Total		14,360,000	-	-	-	-	-	-	-	14,360,000	-	-				
	12	Carriage Park Sewer Pump Station Abandonments	2,500,000	-	-	-	-	-	-	-	-	2,500,000	-	460	7155	550103	2034 Rev. Bond
	8	Fruitland Rd. Water Main Extension	2,650,000	-	-	-	-	-	-	-	-	2,650,000	-	460	7055	550103	2034 Rev. Bond
	15	S. Mills Gap Rd. Water Main Extension	1,860,000	-	-	-	-	-	-	-	-	1,860,000	-	460	7055	550103	2034 Rev. Bond
	10	WTP 400 kW Generator Replacement - Mills River	350,000	-	-	-	-	-	-	-	-	350,000	-	460	7035	550103	2034 Rev. Bond
	9	WWTP Secondary Clarifier Rehabilitation	2,830,000	-	-	-	-	-	-	-	-	2,830,000	-	460	7135	550103	2034 Rev. Bond
	2032 Total		10,190,000	-	-	-	-	-	-	-	-	10,190,000	-				
	4	Barker Heights Sewer Improvements	17,605,200	-	-		-	-	-			-	17,605,200	460	7155	550103	Grant
	8	Bradley Creek Raw Water Line Slip lining	3,870,000	-	-	-	-	-	-	-	-	-	3,870,000	460	7055	550103	2034 Rev. Bond
	5	NCDOT US64 I26 Interchange Improvements	500,000	-	-	-	-	-	-	-	-	-	500,000	460	7055	550103	Reserve
	10	WTP 2MW Generator Replacement	1,500,000	-	-	-	-	-	-	-	-	-	1,500,000	460	7035	550103	2034 Rev. Bond
	4	WTP Expansion to 18.0 MGD	35,830,000	-	-	-	-	-	-	-	-	-	35,830,000	460	7035	550103	2034 Rev. Bond
	4	WWTP 7.8 MGD Facility Expansion	44,000,000	-	-	-	-	-	-	-	-	-	44,000,000	460	7135	550103	2034 Rev. Bond
	2033+ Total		103,305,200	-	-	-	-	-	-	-	-	-	103,305,200				
Water & Sewer Cap	ital Fund Total		291,674,700	8,924,500	27,350,000	35,750,000	40,345,000	19,970,000	21,173,000	10,307,000	14,360,000	10,190,000	103,305,200				
				·			·						·				
Capital Improve	ment Plan To	tal	447,377,290	18,719,265	36,230,750	51,915,115	54,995,950	48,753,070	28,496,140	21,310,800	24,291,800	20,697,700	141,966,700				

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Pay & Classification Schedule City of Hendersonville

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	City of Hendersonville						
	Pay and Classification Schedule						
*Mar	*Market Increase = 3.0% Merit Increase = 1.0% achieves 2.25% exceeds 3.50% outstanding - July 1, 2023 to June 30, 2024						
Grade	Position Title	Minimum	Midpoint	Maximum			
1	Not Assigned	23,986.91	30,247.04	36,501.85			
	•	·					
2	Not Assigned	25,186.26	31,759.39	38,326.93			
3	Not Assigned	26,445.57	33,347.36	40,243.28			
4	Not Assigned	27,767.85	35,014.72	42,255.45			
5	Not Assigned	29,156.25	36,765.46	44,368.21			
6	Not Assigned	30,614.06	38,603.74	46,586.63			
7	Not Assigned	32,144.76	40,533.91	48,915.95			
	T						
8	Not Assigned	33,751.99	42,560.61	51,361.75			
	1						
9	Administrative Assistant I	35,439.60	44,688.65	53,929.84			
9	Customer Service Representative I	35,439.60	44,688.65	53,929.84			
9	Downtown Services Worker I	35,439.60	44,688.65	53,929.84			
9	Environmental Services Worker I	35,439.60	44,688.65	53,929.84			
9	Police Support Specialist I	35,439.60	44,688.65	53,929.84			
9	Property Maintenance Worker I	35,439.60	44,688.65	53,929.84			
9	Street Maintenance Worker I	35,439.60	44,688.65	53,929.84			
-	I			1			
10	Customer Service Representative II	37,211.57	46,923.08	56,626.34			
10	Downtown Services Worker II	37,211.57	46,923.08	56,626.34			
10	Environmental Services Worker II	37,211.57	46,923.08	56,626.34			
10	Facilities Maintenance Technician	37,211.57	46,923.08	56,626.34			
10	Line Maintenance Mechanic I	37,211.57	46,923.08	56,626.34			
10	Meter Maintenance Technician	37,211.57	46,923.08	56,626.34			
10	Parking Services Ambassador	37,211.57	46,923.08	56,626.34			
10	Police Support Specialist II	37,211.57	46,923.08	56,626.34			
10	Property Maintenance Worker II	37,211.57	46,923.08	56,626.34			
10	Street Maintenance Worker II	37,211.57	46,923.08	56,626.34			
10	Traffic Engineering Technician I	37,211.57	46,923.08	56,626.34			
10	Warehouse Specialist	37,211.57	46,923.08	56,626.34			
10	WTP Operator I	37,211.57	46,923.08	56,626.34			
10	WWTP Operator I	37,211.57	46,923.08	56,626.34			

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City of Hendersonville					
Pay and Classification Schedule					

*Market Increase = 3.0% Merit Increase = 1.0% achieves 2.25% exceeds 3.50% outstanding - July 1, 2023 to June 30, 2024					
Grade	Position Title	Minimum	Midpoint	Maximum	
11	Building Maintenance Technician	39,072.15	49,269.23	59,457.65	
11	CCTV Operator I	39,072.15	49,269.23	59,457.65	
11	Customer Service Representative III	39,072.15	49,269.23	59,457.65	
11	Facilities Maintenance Mechanic I	39,072.15	49,269.23	59,457.65	
11	Fleet Technician I	39,072.15	49,269.23	59,457.65	
11	Operations Support Specialist	39,072.15	49,269.23	59,457.65	
11	Police Operations Specialist	39,072.15	49,269.23	59,457.65	
11	Utility Billing Specialist I	39,072.15	49,269.23	59,457.65	
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12	Administrative Assistant II	41,025.76	51,732.69	62,430.53	
12	Civilian Animal Control Officer	41,025.76	51,732.69	62,430.53	
12	Environmental Compliance Technician	41,025.76	51,732.69	62,430.53	
12	Environmental Services Equipment Operator	41,025.76	51,732.69	62,430.53	
12	Events & Marketing Assistant	41,025.76	51,732.69	62,430.53	
12	Evidence Technician	41,025.76	51,732.69	62,430.53	
12	Firefighter/EMT In Training	41,025.76	51,732.69	62,430.53	
12	Fleet Technician II	41,025.76	51,732.69	62,430.53	
12	Inflow Infiltration Technician I	41,025.76	51,732.69	62,430.53	
12	Leak Detection Technician I	41,025.76	51,732.69	62,430.53	
12	Line Maintenance Mechanic II	41,025.76	51,732.69	62,430.53	
12	Police Officer In Training	41,025.76	51,732.69	62,430.53	
12	Police Telecommunicator I	41,025.76	51,732.69	62,430.53	
12	Property Maintenance Equipment Operator	41,025.76	51,732.69	62,430.53	
12	Street Maintenance Equipment Operator	41,025.76	51,732.69	62,430.53	
12	Traffic Engineering Technician II	41,025.76	51,732.69	62,430.53	
12	Utilities Location Specialist	41,025.76	51,732.69	62,430.53	
12	Utility Billing Specialist II	41,025.76	51,732.69	62,430.53	
12	Utility Production Specialist	41,025.76	51,732.69	62,430.53	
12	WTP Operator II	41,025.76	51,732.69	62,430.53	
12	WWTP Operator II	41,025.76	51,732.69	62,430.53	
13	CCTV Operator II	43,077.05	54,319.32	65,552.06	
13	Downtown Services Crew Leader	43,077.05	54,319.32	65,552.06	
13	Environmental Services Crew Leader	43,077.05	54,319.32	65,552.06	
13	Facilities Maintenance Mechanic II	43,077.05	54,319.32	65,552.06	
13	Firefighter/EMT I	43,077.05	54,319.32	65,552.06	
13	Generator Maintenance Technician	43,077.05	54,319.32	65,552.06	
13	Inflow Infiltration Technician II	43,077.05	54,319.32	65,552.06	
13	Leak Detection Technician II	43,077.05	54,319.32	65,552.06	
13	Police Telecommunicator II	43,077.05	54,319.32	65,552.06	
13	Property Maintenance Crew Leader	43,077.05	54,319.32	65,552.06	
13	Street Maintenance Crew Leader	43,077.05	54,319.32	65,552.06	
13	Utility Billing Analyst	43,077.05	54,319.32	65,552.06	
13	WTP Laboratory Technician	43,077.05	54,319.32	65,552.06	
13	WWTP Laboratory Technician	43,077.05	54,319.32	65,552.06	
13	Zoning Enforcement Officer	43,077.05	54,319.32	65,552.06	

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City of Hendersonville					
Pay and	d Classification Schedule				

*Ma	*Market Increase = 3.0% Merit Increase = 1.0% achieves 2.25% exceeds 3.50% outstanding - July 1, 2023 to June 30, 2024					
Grade	Position Title	Minimum	Midpoint	Maximum		
14	Accounting Coordinator I	45,230.90	57,035.29	68,829.66		
14	Administrative Assistant III	45,230.90	57,035.29	68,829.66		
14	Downtown Event Coordinator	45,230.90	57,035.29	68,829.66		
14	Fire and Life Safety Educator	45,230.90	57,035.29	68,829.66		
14	Fire Inspector I	45,230.90	57,035.29	68,829.66		
14	Fleet Technician III	45,230.90	57,035.29	68,829.66		
14	Inflow Infiltration Technician III	45,230.90	57,035.29	68,829.66		
14	Leak Detection Technician III	45,230.90	57,035.29	68,829.66		
14	Lead Customer Support Specialist	45,230.90	57,035.29	68,829.66		
14	Line Maintenance Crew Leader	45,230.90	57,035.29	68,829.66		
14	Operations Support Coordinator	45,230.90	57,035.29	68,829.66		
14	Parking Services Supervisor	45,230.90	57,035.29	68,829.66		
14	Police Investigator	45,230.90	57,035.29	68,829.66		
14	Police Officer I	45,230.90	57,035.29	68,829.66		
14	Senior Firefighter	45,230.90	57,035.29	68,829.66		
14	Police Telecommunicator III	45,230.90	57,035.29	68,829.66		
14	WTP Operator III	45,230.90	57,035.29	68,829.66		
14	WWTP Operator III	45,230.90	57,035.29	68,829.66		
15	Accounting Coordinator II	47,492.44	59,887.06	72,271.14		
15	AMI Data Analyst I	47,492.44	59,887.06	72,271.14		
15	Assistant Fire Marshal	47,492.44	59,887.06	72,271.14		
15	Assistant to the Utilities Director	47,492.44	59,887.06	72,271.14		
15	CCTV Crew Leader	47,492.44	59,887.06	72,271.14		
15	Environmental Compliance Coordinator	47,492.44	59,887.06	72,271.14		
15	Fire Engineer	47,492.44	59,887.06	72,271.14		
15	GIS Technician I	47,492.44	59,887.06	72,271.14		
15	GIS/IT Analyst I	47,492.44	59,887.06	72,271.14		
15	Instrumentation & Electrical Technician I	47,492.44	59,887.06	72,271.14		
15	Police Detective I	47,492.44	59,887.06	72,271.14		
15	Police Officer II	47,492.44	59,887.06	72,271.14		
15	Police Telecommunications Supervisor	47,492.44	59,887.06	72,271.14		

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City of Hendersonville Pay and Classification Schedule

*Ma	*Market Increase = 3.0% Merit Increase = 1.0% achieves 2.25% exceeds 3.50% outstanding - July 1, 2023 to June 30, 2024						
Grade	Position Title	Minimum	Midpoint	Maximum			
16	Accountant I	49,867.06	62,881.41	75,884.70			
16	AMI Data Analyst II	49,867.06	62,881.41	75,884.70			
16	Budget & Management Analyst I	49,867.06	62,881.41	75,884.70			
16	Building Maintenance Supervisor	49,867.06	62,881.41	75,884.70			
16	Communications Coordinator I	49,867.06	62,881.41	75,884.70			
16	Downtown Coordinator I	49,867.06	62,881.41	75,884.70			
16	Engineering Technician I	49,867.06	62,881.41	75,884.70			
16	Environmental Services Supervisor	49,867.06	62,881.41	75,884.70			
16	Fleet Coordinator	49,867.06	62,881.41	75,884.70			
16	GIS/IT Analyst II	49,867.06	62,881.41	75,884.70			
16	Human Resources Coordinator I	49,867.06	62,881.41	75,884.70			
16	Instrumentation & Electrical Technician II	49,867.06	62,881.41	75,884.70			
16	Planner I	49,867.06	62,881.41	75,884.70			
16	Police Detective II	49,867.06	62,881.41	75,884.70			
16	Police Officer III	49,867.06	62,881.41	75,884.70			
16	Property Maintenance Supervisor	49,867.06	62,881.41	75,884.70			
16	Street Maintenance Supervisor	49,867.06	62,881.41	75,884.70			
16	Traffic Engineering Supervisor	49,867.06	62,881.41	75,884.70			
17	Accountant II	52,360.42	66,025.48	79,678.93			
17	AMI Data Analyst III	52,360.42	66,025.48	79,678.93			
17	Construction Inspector I	52,360.42	66,025.48	79,678.93			
17	Downtown Coordinator II	52,360.42	66,025.48	79,678.93			
17	Engineering Technician II	52,360.42	66,025.48	79,678.93			
17	Fire Lieutenant	52,360.42	66,025.48	79,678.93			
17	GIS Technician II	52,360.42	66,025.48	79,678.93			
17	GIS/IT Analyst III	52,360.42	66,025.48	79,678.93			
17	Instrumentation & Electrical Technician III	52,360.42	66,025.48	79,678.93			
17	Police Detective III	52,360.42	66,025.48	79,678.93			
17	Police Officer IV	52,360.42	66,025.48	79,678.93			

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City of Hendersonville					
Pay	and	Classification	Schedule		

*Market Increase = 3.0% Merit Increase = 1.0% achieves 2.25% exceeds 3.50% outstanding - July 1, 2023 to June 30, 2024								
	ket Increase = 3.0% Merit Increase = 1.0% achieves 2.25% of Position Title							
Grade		Minimum	Midpoint	Maximum				
18	Budget & Management Analyst II	54,978.44	69,326.75	83,662.88				
18	Business System Analyst I	54,978.44	69,326.75	83,662.88				
18	Chief WTP Operator	54,978.44	69,326.75	83,662.88				
18	Chief WWTP Operator	54,978.44	69,326.75	83,662.88				
18	Communications Coordinator II	54,978.44	69,326.75	83,662.88				
18	Construction Inspector II	54,978.44	69,326.75	83,662.88				
18	Engineering Technician III	54,978.44	69,326.75	83,662.88				
18	Facilities Maintenance Supervisor	54,978.44	69,326.75	83,662.88				
18	Fleet Shop Foreman	54,978.44	69,326.75	83,662.88				
18	Human Resources Coordinator II	54,978.44	69,326.75	83,662.88				
18	Planner II	54,978.44	69,326.75	83,662.88				
18	Police Sergeant	54,978.44	69,326.75	83,662.88				
18	Stormwater Technician	54,978.44	69,326.75	83,662.88				
18	Utility Systems Supervisor	54,978.44	69,326.75	83,662.88				
18	WTP Laboratory Supervisor	54,978.44	69,326.75	83,662.88				
18	WWTP Laboratory Supervisor	54,978.44	69,326.75	83,662.88				
	1							
19	Billing Supervisor	57,727.35	72,793.09	87,846.03				
19	Construction Inspector III	57,727.35	72,793.09	87,846.03				
19	GIS Technician III	57,727.35	72,793.09	87,846.03				
19	IT System Administrator	57,727.35	72,793.09	87,846.03				
19	Purchasing Administrator	57,727.35	72,793.09	87,846.03				
20	Budget & Management Analyst III	60,613.72	76,432.74	92,238.33				
20	Civil/Utilities Engineer I	60,613.72	76,432.74	92,238.33				
20	Communications Coordinator III	60,613.72	76,432.74	92,238.33				
20	Deputy Fire Marshal	60,613.72	76,432.74	92,238.33				
20	Fire Captain	60,613.72	76,432.74	92,238.33				
20	Fire Training Officer	60,613.72	76,432.74	92,238.33				
20	Human Resources Coordinator III	60,613.72	76,432.74	92,238.33				
20	Planner III	60,613.72	76,432.74	92,238.33				
21	Fleet Manager	63,644.42	80,254.38	96,850.25				
21	Police Lieutenant	63,644.42	80,254.38	96,850.25				
21	Wastewater Treatment Facilities Manager	63,644.42	80,254.38	96,850.25				
21	Water Treatment Facilities Manager	63,644.42	80,254.38	96,850.25				

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City of Hendersonville Pay and Classification Schedule

*Mar	*Market Increase = 3.0% Merit Increase = 1.0% achieves 2.25% exceeds 3.50% outstanding - July 1, 2023 to June 30, 2024					
Grade	Position Title	Minimum	Midpoint	Maximum		
22	Civil/Utilities Engineer II	66,826.63	84,267.10	101,692.75		
22	Fire Battalion Chief	66,826.63	84,267.10	101,692.75		
22	Senior Accountant	66,826.63	84,267.10	101,692.75		
22	Utilities Technology Manager	66,826.63	84,267.10	101,692.75		
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23	Fire Marshal	70,167.96	88,480.46	106,777.39		
23	Public Works Superintendent	70,167.96	88,480.46	106,777.39		
			-			
24	Assistant Finance Director	73,676.36	92,904.48	112,116.26		
24	Budget Manager	73,676.36	92,904.48	112,116.26		
24	City Clerk	73,676.36	92,904.48	112,116.26		
24	Civil/Utilities Engineer III	73,676.36	92,904.48	112,116.26		
24	Downtown Division Manager	73,676.36	92,904.48	112,116.26		
24	Communications Manager	73,676.36	92,904.48	112,116.26		
24	Construction Division Manager	73,676.36	92,904.48	112,116.26		
24	GIS Division Manager	73,676.36	92,904.48	112,116.26		
24	Information Technology (IT) Manager	73,676.36	92,904.48	112,116.26		
24	Operations Manager	73,676.36	92,904.48	112,116.26		
24	Planning Division Manager	73,676.36	92,904.48	112,116.26		
24	Police Captain	73,676.36	92,904.48	112,116.26		
24	Stormwater Division Manager	73,676.36	92,904.48	112,116.26		
25	Deputy Fire Chief	77,360.18	97,549.70	117,722.07		
25	Assistant Police Chief	77,360.18	97,549.70	117,722.07		
				<u> </u>		
26	Project Division Manager	81,228.19	102,427.19	123,608.18		
26	Staff Attorney	81,228.19	102,427.19	123,608.18		
26	Utilities Engineering Manager	81,228.19	102,427.19	123,608.18		
27	Not Assigned	85,289.60	107,548.55	129,788.58		
		- <u>r</u>				
28	City Engineer	89,554.08	112,925.97	136,278.02		
28	Community Development Director	89,554.08	112,925.97	136,278.02		
28	Finance Director	89,554.08	112,925.97	136,278.02		
28	Fire Chief	89,554.08	112,925.97	136,278.02		
28	Human Resources Director	89,554.08	112,925.97	136,278.02		
28	Police Chief	89,554.08	112,925.97	136,278.02		
28	Public Works Director	89,554.08	112,925.97	136,278.02		
28	Utilities Director	89,554.08	112,925.97	136,278.02		

Pay &	Classification Schedule			F Section	n 7, Item A.			
	City of Hendersonville							
	Pay and Classification Schedule							
*Mar	ket Increase = 3.0% Merit Increase = 1.0% achieves 2.25% exce	eeds 3.50% outstandi	ng - July 1, 2023 to .	June 30, 2024				
Grade	Position Title	Minimum	Midpoint	Maximum				
29	Not Assigned	94,031.78	118,572.27	143,091.91				
30	Not Assigned	98,733.37	124,500.88	150,246.51				
	1	Г Г						
31	Assistant City Manager	103,670.04	130,725.93	157,758.83				
		,						
32	Not Assigned	108,853.54	137,262.22	165,646.78				
		114.00(.01	144 105 22	172.020.11				
33	Not Assigned	114,296.21	144,125.33	173,929.11				
34	Not Assigned	120,011.02	151,331.60	182,625.57				
	THE ASSIGNED	120,011.02	151,551.00	102,023.37				
35	Not Assigned	126,011.57	158,898.18	191,756.85				
			,	,				
36	Not Assigned	132,312.16	166,843.09	201,344.69				

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Pay Scale – Summary

Grade	Minimum	Probation Completion (Minimum + 5.0%)	Midpoint	Maximum
1	23,986.91	25,186.26	30,247.04	36,501.85
2	25,186.26	26,445.57	31,759.39	38,326.93
3	26,445.57	27,767.85	33,347.36	40,243.28
4	27,767.85	29,156.24	35,014.72	42,255.45
5	29,156.25	30,614.06	36,765.46	44,368.21
6	30,614.06	32,144.76	38,603.74	46,586.63
7	32,144.76	33,752.00	40,533.91	48,915.95
8	33,751.99	35,439.59	42,560.61	51,361.75
9	35,439.60	37,211.58	44,688.65	53,929.84
10	37,211.57	39,072.14	46,923.08	56,626.34
11	39,072.15	41,025.76	49,269.23	59,457.65
12	41,025.76	43,077.05	51,732.69	62,430.53
13	43,077.05	45,230.90	54,319.32	65,552.06
14	45,230.90	47,492.44	57,035.29	68,829.66
15	47,492.44	49,867.06	59,887.06	72,271.14
16	49,867.06	52,360.42	62,881.41	75,884.70
17	52,360.42	54,978.44	66,025.48	79,678.93
18	54,978.44	57,727.36	69,326.75	83,662.88
19	57,727.35	60,613.72	72,793.09	87,846.03
20	60,613.72	63,644.41	76,432.74	92,238.33
21	63,644.42	66,826.64	80,254.38	96,850.25
22	66,826.63	70,167.96	84,267.10	101,692.75
23	70,167.96	73,676.36	88,480.46	106,777.39
24	73,676.36	77,360.18	92,904.48	112,116.26
25	77,360.18	81,228.19	97,549.70	117,722.07
26	81,228.19	85,289.60	102,427.19	123,608.18
27	85,289.60	89,554.08	107,548.55	129,788.58
28	89,554.08	94,031.78	112,925.97	136,278.02
29	94,031.78	98,733.37	118,572.27	143,091.91
30	98,733.37	103,670.04	124,500.88	150,246.51
31	103,670.04	108,853.54	130,725.93	157,758.83
32	108,853.54	114,296.21	137,262.22	165,646.78
33	114,296.21	120,011.02	144,125.33	173,929.11
34	120,011.02	126,011.57	151,331.60	182,625.57
35	126,011.57	132,312.15	158,898.18	191,756.85
36	132,312.16	138,927.76	166,843.09	201,344.69

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City of Hendersonville 160 Sixth Avenue East Hendersonville, NC 28792

CITY COUNCIL

CITY OF HENDERSONVILLE

FY24 BUDGET PUBLIC HEARING

Thursday, June 1, 2023, at 5:45 p.m.

The City of Hendersonville City Council will hold the **FY24 Budget Public Hearing** during their regularly scheduled meeting on <u>Thursday, June 1, 2023, at 5:45 p.m</u>. in the Assembly Room of the City Operations Building located at 305 Williams St. Hendersonville, NC.

On May 12, 2023, the proposed annual operating and capital budget for Fiscal Year 2023-2024 (FY24) was submitted to the City Council of the City of Hendersonville. The proposed budget has been filed with, and is available for public inspection in the office of the City Clerk, City Hall, 160 Sixth Ave. E., Hendersonville, NC, and on the City's <u>website</u>: <u>www.hvlnc.gov</u>. In accordance with NCGS § 159-12, a public hearing on the Fiscal Year 2023-2024 Budget will be held during their regularly scheduled meeting on June 1, 2023 at 5:45 p.m., or as soon thereafter as it may be heard. Please note that this public hearing will also include (a) the City's fee schedules for Fiscal Year 2023-2024, including but not limited to land development fees and the revised stormwater utility fees; and (b) proposed expenditures for economic development pursuant to N.C.G.S. § 158-7.1.

The public may also view, listen, and verbally comment on public hearings or give general public comment live via ZOOM. For security reasons screen sharing will not be allowed. The meeting instructions to join by Zoom will be available on the City's website by visiting **www.hendersonvillenc.gov/events-calendar** and below. Comment period instructions will also be displayed at the appropriate times during the meeting.

ZOOM: zoom.us/join

OR

Dial-in by phone: (646) 558-8656

Meeting ID: 822 0104 2528 Passcode: 1847

In accordance with NC GS 166A-19.24(e), <u>written/digital public hearing comments</u> must be received 24 hours in advance of the public hearing/ by <u>5:45 p.m. on May 31, 2023</u>, to be considered by the City Council. Please visit visiting <u>www.hendersonvillenc.gov/comment</u> to submit comments or contact the City Clerk's office. Comments must comply with the City's policy for security.

Jill Murray, City Clerk

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

Posted 05/15/2023



Advertised in Times-News on 5/14/2023

www.hendersonvillenc.gov

Ad Preview

NOTICE City of Hendersonville 160 Sixth Avenue East Hendersonville, NC 28792 CITY COUNCIL CITY OF HENDERSONVILLE FY24 BUDGET PUBLIC HEARING

Thursday, June 1, 2023, at 5:45 p.m.

The City of Hendersonville City Council will hold the FY24 Budget Public Hearing during their regularly scheduled meeting on Thursday. June 1, 2023. at 5:45 p.m. in the Assembly Room of the City Operations Building located at 305 Williams St. Hendersonville, NC. On May 12, 2023, the proposed annual operating and capital budget for Fiscal Year 2023-2024 (FY24) was submitted to the City Council of the City of the City Council of the City of the City Council of the City of City Clerk, City Hall, 160 Sixth Ave. E., Hendersonville, NC, and on the City's website: www.hunc.agv, In accordance with NGS § 159-12, a public hearing on the Fiscal Year 2023-2024 dugget will be held during their regularly scheduled meeting on June 1, 2023 at 5:45 p.m., or as soon thereafter as it may be heard. Please note that this public hearing will also Include (a) ther City's fee schedules for Fiscal Year 2023-2024, including but not limited to land development fees and the revised stormwater utility fees; and (b) proposed expenditures for economic development pursuant to N.C.G.S. § 158-7.1. The public hearings or give seneral public comment jub not N.C.G.S. § 158-7.1. The public may also view, listen, and verbally comment on public may also view, listen, and verbally comment on bub charings or give seneral public comment jub N.C.G.S. § 158-7.1. The public may also view, listen, and verbally comment on bub charings or give seneral public comment jub N.C.G.S. § 158-7.1. The public may also view, listen, and verbally comment on public hearings or give seneral public comment jub N.C.G.S. § 158-7.1. The public may also view, listen, and be below. Comment period instructions will blo be disployed at the appropriate times during the meeting.

ZOOM: zoom.us/join OR Dial-in by phone: (646) 558-8656

OR Dial-in by phone: (646) 558-8656 Meeting ID: 822 0104 2528 Posscode: 1847 In accordance with NC GS 166A-19.24(e), writtenidigital public hearing comments must be received 24 hours in advance of the public hearing? by 5145 e,m, on May 31, 2023, to be considered by the City Council. Please visit visiting www.hearsonvillenc.gov/com ment to submit comments or contact the City Clerk's office.

Jill Murray, City Clerk

The City of Hendersonville is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities. Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact the City Clerk no later than 24 hours prior to the meeting at 697-3005. 3005. May 14, 2023 8738339



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:Tyler MorrowMEETING DATE: June 1st, 2023AGENDA SECTION:Public HearingDEPARTMENT:Community
DevelopmentTITLE OF ITEM:Annexation: Public Hearing- Clear Creek Road (City of Hendersonville) (C23-
30-ANX)- Tyler Morrow, Planner II

SUGGESTED MOTION(S):

For Approval:	For Denial:
I move City Council adopt an ordinance of the City of Hendersonville to extend the Corporate Limits of the City as a contiguous annexation, to annex that property owned by the City of Hendersonville, identified as PINs 9569-89-2546 and 9569-99-1449, finding that the standards established by North Carolina General Statute 160A-31 have been satisfied and that the annexation is in the best interest of the City.	I move that City Council deny the petition received from the City of Hendersonville, requesting the annexation of that property having PIN 9569-89-2546 and 9569-99-1449.

SUMMARY:

File # C23-30-ANX

The City of Hendersonville has received a petition from John Connet, City Manager of the City of Hendersonville for contiguous annexation of PIN 9569-89-2546 and 9569-99-1449 located on Clear Creek Road that is approximately 26.76 acres. Please refer to the attached maps for additional information.

On May, 4th, 2023, City Council accepted the City Clerk's Certificate of Sufficiency for the petition submitted and set June 1st, 2023, as the date for the public hearing

PROJECT/PETITIONER NUMBER:	• C23-30-ANX
PETITIONER NAME:	John Connet, City of Hendersonville

	1. Ordinance
ATTACHMENTS:	2. Signed Certificate of Sufficiency
	3. Signed Resolution setting public hearing
	4. Annexation Plat
	5. Typed legal description
	6. GIS map
	7. Deed
	8. Annexation Application

Section 7, Item B.

Ordinance #___-

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

IN RE: Petition for Contiguous Annexation Parcel Number: 9569-89-2546 and 9569-99-1449. Clear Creek Road- City of Hendersonville (File# C23-30-ANX)

WHEREAS, The City of Hendersonville has been petitioned by John Connet, City Manager of the City of Hendersonville, pursuant to North Carolina General Statutes (NCGS) 160A-31, 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 305 Williams Street (City Operations Center), Hendersonville, NC at 5:45 pm, on the 1st day of June 2023, after due notice by publication as provided by law on May 21st 2023; and

WHEREAS, the City Council further finds the areas described therein meets the standards of N.C. G.S. 160A-31.

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 that:

1: By virtue of the authority granted by N.C.G.S. 160A-31, as amended, the following described contiguous area is hereby annexed and made part of the City of Hendersonville as of the 1st day of June 2023.

Being all of that real property consisting of PINs 9569-89-2546 and 9569-99-1449 described in the plat recorded in Book 2023- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9569-89-2546 and 9569-99-1449 being described by metes and bounds as follows:

Being all of those certain parcels of land lying and being in the City of Hendersonville ETJ, Henderson County, North Carolina, being the same properties as described in Deed Book 3524, Page 291 and in Deed Book 3520, Page 392 and being more particularly described as follows:

BEGINNING at a 5/8" rebar being the northwesternmost corner of the Windsor Hills, Inc. Subdivision as shown in PC "C", Slide 301, said rebar also being the easternmost corner of BJD Partners, LLC as described in DB 1571, Page 229; said rebar having "NAD 83 (2011)" coordinates of N: 599,463.62 feet and E: 967,637.96 feet and lying a grid bearing and distance of South 72°58'25" East 11833.06 feet from NCGS CORS Station "NCHE" (with coordinates of N: 602,928.48 feet and E: 956,323.55 feet); thence from said POINT OF BEGINNING with the BJD Partners, LLC line North 31°11'53" West (passing a 3/4" crimped top pipe at 164.44 feet) a total distance of 347.12 feet to a 5/8" rebar at the southeastern corner of a property (owner unknown – formerly Asheville Federal Savings and Loan Association) as described in DB 445, Page 85; thence with said property North 04°52'48" West (passing a 5/8" rebar with "EHA" cap at 135.23 feet) a total distance of 196.97 feet to an unmarked point in the center of Mud Creek, said point also being the beginning of existing City of Hendersonville limits; thence leaving the "owner unknown" property with the existing City limits and the center of Mud Creek the following 8 (eight) calls:

- 1) North 33°05'11" East 32.90 feet to an unmarked point;
- 2) North 11°02'49" East 63.13 feet to an unmarked point;
- 3) North 43°36'44" West 31.51 feet to an unmarked point;
- 4) North 04°35'58" West 39.67 feet to an unmarked point;
- 5) North 28°16'04" East 94.23 feet to an unmarked point;
- 6) North 19°37'50" East 127.86 feet to an unmarked point;
- 7) North 29°42'29" East 113.55 feet to an unmarked point;
- North 23°14'22" East 35.28 feet to an unmarked point at the intersection of the center of Mud Creek and the center of Clear Creek, said point also being the end of the existing City limits;

Thence leaving the existing City limits with the center of Clear Creek the following 22 (twenty-two) calls:

- 1) South 31°35'34" East 67.61 feet to an unmarked point;
- 2) South 37°34'58" East 138.16 feet to an unmarked point;
- 3) South 42°48'13" East 225.78 feet to an unmarked point;
- 4) South 27°25'14" East 92.05 feet to an unmarked point;
- 5) South 43°08'27" East 71.43 feet to an unmarked point;
- 6) South 73°13'01" East 129.12 feet to an unmarked point;
- 7) South 44°49'30" East 44.76 feet to an unmarked point;

8) South 22°33'51" East 92.60 feet to an unmarked point; 9) South 50°23'30" East 98.90 feet to an unmarked point: 10) South 73°00'53" East 78.21 feet to an unmarked point; 11) South 79°00'55" East 66.13 feet to an unmarked point; 12) North 88°56'32" East 75.40 feet to an unmarked point; 13) North 77°25'54" East 108.78 feet to an unmarked point; 14) South 80°56'59" East 49.37 feet to an unmarked point; 15) South 62°24'20" East 119.89 feet to an unmarked point; 16) South 74°55'16" East 95.70 feet to an unmarked point; 17) South 69°51'23" East 93.86 feet to an unmarked point; 18) South 86°09'07" East 88.59 feet to an unmarked point; 19) North 88°05'14" East 110.29 feet to an unmarked point; 20) North 80°36'17" East 73.51 feet to an unmarked point; 21) North 69°56'02" East 99.51 feet to an unmarked point; 22) North 66°16'11" East 119.99 feet to an unmarked point on a bridge in the center of Clear Creek Road:

Thence with the center of Clear Creek Road South 14°27'22" East 222.36 feet to an unmarked point at the northeastern corner of the Harrison property as described in DB 3264, Page 676; thence leaving the center of Clear Creek Road with the Harrison property South 78°04'38" West (passing a 5/8" rebar with "EHA" cap at 22.27 feet) a total distance of 216.77 feet to a 3/8" iron rod; thence South 11°53'25" East 38.44 feet to a rebar; thence South 78°07'01" West 115.62 feet to a rebar with "1603" cap; thence continuing with the Harrison line and the Hayes property as described in DB 1610, Page 70 on a bearing of South 14°58'10" West (passing a rebar with "1603" cap at 72.89 feet) a total distance of 187.24 feet to a rebar with "1603" cap; thence with the Brown property as described in DB 1596, Page 163 on a bearing of South 06°23'17" West 96.85 feet to a rebar with "1603" cap; thence North 85°09'22" East (passing a rebar with "1603" cap at 380.53 feet) a total distance of 386.13 feet to a 5/8" rebar with "EHA" cap along the edge of pavement of Clear Creek Road; thence leaving the Brown property with the edge of Clear Creek Road on a bearing of South 14°40'07" West 56.79 feet to 5/8" rebar with "EHA" cap at the northeastern corner of the Limerick Properties, LLC property as described in DB 1569, Page 666; thence leaving the edge of Clear Creek Road with the Limerick Properties, LLC line South 82°10'03" West 356.93 feet to a rebar with "1603" cap; thence with the Jeffrey Holbert line as described in DB 1657, Page 655 on a bearing of North 80°48'10" West 162.45 feet to an unmarked point in a branch at the northeastern corner of the Curtis and Juanita Holbert property as described in DB 1612, Page 441; thence with said Holbert line and the branch the following 6 (six) calls:

- 1) North 85°27'50" West 15.27 feet to an unmarked point;
- 2) North 48°47'24" West 37.86 feet to an unmarked point;
- 3) North 64°09'02" West 83.61 feet to an unmarked point;
- 4) North 72°24'23" West 29.63 feet to an unmarked point;
- 5) North 85°19'54" West 24.86 feet to an unmarked point;
- 6) South 87°00'39" West 21.44 feet to an unmarked point;

Thence leaving the branch and continuing with said Holbert line South 06°44'45" West (passing a 5/8" rebar at 18.83 feet) a total distance of 270.04 feet to a 3/4" open top pipe at the northeastern corner of Section G of Section 1 of the Pinehurst Subdivision as shown if PC "C", Slide 118; thence leaving the Holbert line with the Pinehurst line North 83°03'54" West (passing a 5/8" iron rod at 100.06 feet) a total distance of 136.79 feet to a 3/4" crimped top pipe; thence North 60°41'32" West 172.41 feet to a 3/4" open top pipe at the northeastern most corner of the

Windsor Hills, Inc. Subdivision; thence leaving the Pinehurst line with the Windsor Hills, Inc. Line North 45°49'00" West 218.34 feet to a 5/8" rebar with "EHA" cap; thence North 11°53'13" West (passing a 3/4" crimped top pipe at 83.86 feet; and passing another 3/4" crimped top pipe at 230.65 feet) a total distance of 290.00 feet to a 3/4" crimped top pipe; thence North 71°38'18" West (passing a 3/4" crimped top pipe at 89.88 feet) a total distance of 185.04 feet to a 3/4" crimped top pipe; thence South 40°37'17" West 163.91 feet to a 3/4" crimped top pipe; thence North 60°17'50" West 150.79 feet to a 3/4" crimped top pipe; thence North 73°11'39" West 128.96 feet to the POINT AND PLACE OF BEGINNING, containing 26.76 acres, more or less.

- 2: Upon and after the first day of June 2023, 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 on this _____ day of ______ 20____.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, ______, a Notary Public in Henderson County, State of North Carolina, do hereby certify that <u>Barbara G. Volk</u> in her capacity of <u>Mayor of the City of Hendersonville</u>, and <u>Jill</u> <u>Murray</u>, in her capacity of <u>City Clerk</u> personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of _____, 2023.

My commission expires: _____

CERTIFICATE OF SUFFICIENCY

Re: Petition for Contiguous Annexation Petitioner: The City of Hendersonville File No. C23-30-ANX

To the Honorable Mayor and members of the City Council of Hendersonville, North Carolina: I, Jill Murray, City Clerk, being first duly sworn, hereby certify that:

- 1. A petition has been received for contiguous annexation of property consisting of +/-26.76 acres located on Clear Creek Road in Hendersonville, NC, being tax parcels PINs 9569-89-2546 and 9569-99-1449, 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 2nd day of May, 2023.

(City Seal)

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Jill Murray, City Cle



EXHIBIT A LEGAL DESCRIPTION

Being all of that real property consisting of PINs 9569-89-2546 and 9569-99-1449 described in the plat recorded in Book 2023- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9569-89-2546 and 9569-99-1449 being described by metes and bounds as follows:

Being all of those certain parcels of land lying and being in the City of Hendersonville ETJ, Henderson County, North Carolina, being the same properties as described in Deed Book 3524, Page 291 and in Deed Book 3520, Page 392 and being more particularly described as follows:

BEGINNING at a 5/8" rebar being the northwesternmost corner of the Windsor Hills, Inc. Subdivision as shown in PC "C", Slide 301, said rebar also being the easternmost corner of BJD Partners, LLC as described in DB 1571, Page 229; said rebar having "NAD 83 (2011)" coordinates of N: 599,463.62 feet and E: 967,637.96 feet and Iying a grid bearing and distance of South 72°58'25" East 11833.06 feet from NCGS CORS Station "NCHE" (with coordinates of N: 602,928.48 feet and E: 956,323.55 feet); thence from said POINT OF BEGINNING with the BJD Partners, LLC line North 31°11'53" West (passing a 3/4" crimped top pipe at 164.44 feet) a total distance of 347.12 feet to a 5/8" rebar at the southeastern corner of a property (owner unknown – formerly Asheville Federal Savings and Loan Association) as described in DB 445, Page 85; thence with said property North 04°52'48" West (passing a 5/8" rebar with "EHA" cap at 135.23 feet) a total distance of 196.97 feet to an unmarked point in the center of Mud Creek, said point also being the beginning of existing City of Hendersonville limits; thence leaving the "owner unknown" property with the existing City limits and the center of Mud Creek the following 8 (eight) calls:

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- 3) North 43°36'44" West 31.51 feet to an unmarked point;
- 4) North 04°35'58" West 39.67 feet to an unmarked point;
- 5) North 28°16'04" East 94.23 feet to an unmarked point;
- 6) North 19°37'50" East 127.86 feet to an unmarked point;
- 7) North 29°42'29" East 113.55 feet to an unmarked point;
- North 23°14'22" East 35.28 feet to an unmarked point at the intersection of the center of Mud Creek and the center of Clear Creek, said point also being the end of the existing City limits;

Thence leaving the existing City limits with the center of Clear Creek the following 22 (twenty-two) calls:

- 1) South 31°35'34" East 67.61 feet to an unmarked point;
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- 3) South 42°48'13" East 225.78 feet to an unmarked point;
- 4) South 27°25'14" East 92.05 feet to an unmarked point;
- 5) South 43°08'27" East 71.43 feet to an unmarked point;
- 6) South 73°13'01" East 129.12 feet to an unmarked point;
- 7) South 44°49'30" East 44.76 feet to an unmarked point;
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- 10) South 73°00'53" East 78.21 feet to an unmarked point;
- 11) South 79°00'55" East 66.13 feet to an unmarked point;
- 12) North 88°56'32" East 75.40 feet to an unmarked point;
- 13) North 77°25'54" East 108.78 feet to an unmarked point;
- 14) South 80°56'59" East 49.37 feet to an unmarked point;
- 15) South 62°24'20" East 119.89 feet to an unmarked point;
- 16) South 74°55'16" East 95.70 feet to an unmarked point;
- 17) South 69°51'23" East 93.86 feet to an unmarked point;
- 18) South 86°09'07" East 88.59 feet to an unmarked point;
- 19) North 88°05'14" East 110.29 feet to an unmarked point;
- 20) North 80°36'17" East 73.51 feet to an unmarked point;
- 21) North 69°56'02" East 99.51 feet to an unmarked point;
- 22) North 66°16'11" East 119.99 feet to an unmarked point on a bridge in the center of Clear Creek Road;

Thence with the center of Clear Creek Road South 14°27'22" East 222.36 feet to an unmarked point at the northeastern corner of the Harrison property as described in DB 3264, Page 676; thence leaving the center of Clear Creek Road with the Harrison property South 78°04'38" West (passing a 5/8" rebar with "EHA" cap at 22.27 feet) a total distance of 216.77 feet to a 3/8" iron rod; thence South 11°53'25" East 38.44 feet to a rebar; thence South 78°07'01" West 115.62 feet to a rebar with "1603" cap; thence continuing with the Harrison line and the Hayes property as described in DB 1610, Page 70 on a bearing of South 14°58'10" West (passing a rebar with "1603" cap at 72.89 feet) a total distance of 187.24 feet to a rebar with "1603" cap; thence with the Brown property as described in DB 1596, Page 163 on a bearing of South 06°23'17" West 96.85 feet to a rebar with "1603" cap; thence North 85°09'22" East (passing a rebar with "1603" cap at 380.53 feet) a total distance of 386.13 feet to a 5/8" rebar with "EHA" cap along the edge of pavement of Clear Creek Road; thence leaving the Brown property with the edge of Clear Creek Road on a bearing of South 14°40'07" West 56.79 feet to 5/8" rebar with "EHA" cap at the northeastern corner of the Limerick Properties, LLC property as described in DB 1569, Page 666; thence leaving the edge of Clear Creek Road with the Limerick Properties, LLC line South 82°10'03" West 356.93 feet to a rebar with "1603" cap; thence with the Jeffrey Holbert line as described in DB 1657, Page 655 on a bearing of North 80°48'10" West 162.45 feet to an unmarked point in a branch at the northeastern corner of the Curtis and Juanita Holbert property as described in DB 1612, Page 441; thence with said Holbert line and the branch the following 6 (six) calls:

- 1) North 85°27'50" West 15.27 feet to an unmarked point;
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- 4) North 72°24'23" West 29.63 feet to an unmarked point;
- 5) North 85°19'54" West 24.86 feet to an unmarked point;
- 6) South 87°00'39" West 21.44 feet to an unmarked point;

Thence leaving the branch and continuing with said Holbert line South 06°44'45" West (passing a 5/8" rebar at 18.83 feet) a total distance of 270.04 feet to a 3/4" open top pipe at the northeastern corner of Section G of Section 1 of the Pinehurst Subdivision as shown if PC "C", Slide 118; thence leaving the Holbert line with the Pinehurst line North 83°03'54" West (passing a 5/8" iron rod at 100.06 feet) a total distance of 136.79 feet to a 3/4" crimped top pipe; thence North 60°41'32" West 172.41 feet to a 3/4" open top pipe at the northeastern most corner of the Windsor Hills, Inc. Subdivision; thence leaving the Pinehurst line with the Windsor Hills, Inc. Line North 45°49'00" West 218.34 feet to a 5/8" rebar with "EHA" cap; thence North 11°53'13"

West (passing a 3/4" crimped top pipe at 83.86 feet; and passing another 3/4" crimped top pipe at 230.65 feet) a total distance of 290.00 feet to a 3/4" crimped top pipe; thence North 71°38'18" West (passing a 3/4" crimped top pipe at 89.88 feet) a total distance of 185.04 feet to a 3/4" crimped top pipe; thence South 40°37'17" West 163.91 feet to a 3/4" crimped top pipe; thence North 60°17'50" West 150.79 feet to a 3/4" crimped top pipe; thence North 73°11'39" West 128.96 feet to the POINT AND PLACE OF BEGINNING, containing 26.76 acres, more or less.

Resolution #R23-51

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. June 1st, 2023, 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 9569-89-2546 and 9569-99-1449 described in the plat recorded in Book 2023- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9569-89-2546 and 9569-99-1449 being described by metes and bounds as follows:

Being all of those certain parcels of land lying and being in the City of Hendersonville ETJ, Henderson County, North Carolina, being the same properties as described in Deed Book 3524, Page 291 and in Deed Book 3520, Page 392 and being more particularly described as follows:

BEGINNING at a 5/8" rebar being the northwesternmost corner of the Windsor Hills, Inc. Subdivision as shown in PC "C", Slide 301, said rebar also being the easternmost corner of BJD Partners, LLC as described in DB 1571, Page 229; said rebar having "NAD 83 (2011)" coordinates of N: 599,463.62 feet and E: 967,637.96 feet and lying a grid bearing and distance of South 72°58'25" East 11833.06 feet from NCGS CORS Station "NCHE" (with coordinates of N: 602,928.48 feet and E: 956,323.55 feet); thence from said POINT OF BEGINNING with the BJD Partners, LLC line North 31°11'53" West (passing a 3/4" crimped top pipe at 164.44 feet) a total distance of 347.12 feet to a 5/8" rebar at the southeastern corner of a property (owner unknown – formerly Asheville Federal Savings and Loan Association) as described in DB 445, Page 85; thence with said property North 04°52'48" West (passing a 5/8" rebar with "EHA" cap at 135.23 feet) a total distance of 196.97 feet to an unmarked point in the center of Mud Creek, said point also being the beginning of existing City of Hendersonville limits; thence leaving the "owner unknown" property with the existing City limits and the center of Mud Creek the following 8 (eight) calls:

- 1) North 33°05'11" East 32.90 feet to an unmarked point;
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- 6) South 73°13'01" East 129.12 feet to an unmarked point;
- South 44°49'30" East 44.76 feet to an unmarked point;
- 8) South 22°33'51" East 92.60 feet to an unmarked point;
- 9) South 50°23'30" East 98.90 feet to an unmarked point;
- 10) South 73°00'53" East 78.21 feet to an unmarked point;
- 11) South 79°00'55" East 66.13 feet to an unmarked point;
- 12) North 88°56'32" East 75.40 feet to an unmarked point;
- 13) North 77°25'54" East 108.78 feet to an unmarked point;
- 14) South 80°56'59" East 49.37 feet to an unmarked point;
- 15) South 62°24'20" East 119.89 feet to an unmarked point;
- 16) South 74°55'16" East 95.70 feet to an unmarked point;
- 17) South 69°51'23" East 93.86 feet to an unmarked point;
- 18) South 86°09'07" East 88.59 feet to an unmarked point;
- 19) North 88°05'14" East 110.29 feet to an unmarked point;
- 20) North 80°36'17" East 73.51 feet to an unmarked point;
- 21) North 69°56'02" East 99.51 feet to an unmarked point;
- 22) North 66°16'11" East 119.99 feet to an unmarked point on a bridge in the center of Clear Creek Road;

Thence with the center of Clear Creek Road South 14°27'22" East 222.36 feet to an unmarked point at the northeastern corner of the Harrison property as described in DB 3264, Page 676; thence leaving the center of Clear Creek Road with the Harrison property South 78°04'38" West (passing a 5/8" rebar with "EHA" cap at 22.27 feet) a total distance of 216.77 feet to a 3/8" iron rod; thence South 11°53'25" East 38.44 feet to a rebar; thence South 78°07'01" West 115.62 feet to a rebar with "1603" cap; thence continuing with the Harrison line and the Hayes property as described in DB 1610, Page 70 on a bearing of South 14°58'10" West (passing a rebar with "1603" cap at 72.89 feet) a total distance of 187.24 feet to a rebar with "1603" cap; thence with the Brown property as described in DB 1596, Page 163 on a bearing of South 06°23'17" West 96.85 feet to a rebar with "1603" cap; thence North 85°09'22" East (passing a rebar with "1603" cap at 380.53 feet) a total distance of 386.13 feet to a 5/8" rebar with "EHA" cap along the edge of pavement of Clear Creek Road; thence leaving the Brown property with the edge of Clear Creek Road on a bearing of South 14°40'07" West 56.79 feet to 5/8" rebar with "EHA" cap at the northeastern corner of the Limerick Properties, LLC property as described in DB 1569, Page 666; thence leaving the edge of Clear Creek Road with the Limerick Properties, LLC line South 82°10'03" West 356.93 feet to a rebar with "1603" cap; thence with the Jeffrey Holbert line as

described in DB 1657, Page 655 on a bearing of North 80°48'10" West 162.45 feet to an unmarked point in a branch at the northeastern corner of the Curtis and Juanita Holbert property as described in DB 1612, Page 441; thence with said Holbert line and the branch the following 6 (six) calls:

- 1) North 85°27'50" West 15.27 feet to an unmarked point;
- 2) North 48°47'24" West 37.86 feet to an unmarked point;
- 3) North 64°09'02" West 83.61 feet to an unmarked point;
- 4) North 72°24'23" West 29.63 feet to an unmarked point;
- 5) North 85°19'54" West 24.86 feet to an unmarked point;
- 6) South 87°00'39" West 21.44 feet to an unmarked point;

Thence leaving the branch and continuing with said Holbert line South 06°44'45" West (passing a 5/8" rebar at 18.83 feet) a total distance of 270.04 feet to a 3/4" open top pipe at the northeastern corner of Section G of Section 1 of the Pinehurst Subdivision as shown if PC "C", Slide 118; thence leaving the Holbert line with the Pinehurst line North 83°03'54" West (passing a 5/8" iron rod at 100.06 feet) a total distance of 136.79 feet to a 3/4" crimped top pipe; thence North 60°41'32" West 172.41 feet to a 3/4" open top pipe at the northeastern most corner of the Windsor Hills, Inc. Subdivision; thence leaving the Pinehurst line with the Windsor Hills, Inc. Line North 45°49'00" West 218.34 feet to a 5/8" rebar with "EHA" cap; thence North 11°53'13" West (passing a 3/4" crimped top pipe at 83.86 feet; and passing another 3/4" crimped top pipe at 230.65 feet) a total distance of 290.00 feet to a 3/4" crimped top pipe; thence North 71°38'18" West (passing a 3/4" crimped top pipe at 89.88 feet) a total distance of 185.04 feet to a 3/4" crimped top pipe; thence North 60°17'50" West 150.79 feet to a 3/4" crimped top pipe; thence North 73°11'39" West 128.96 feet to the POINT AND PLACE OF BEGINNING, containing 26.76 acres, more or less.

Re: Petition for Contiguous Annexation Petitioners: City of Hendersonville File No. C23-30-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.

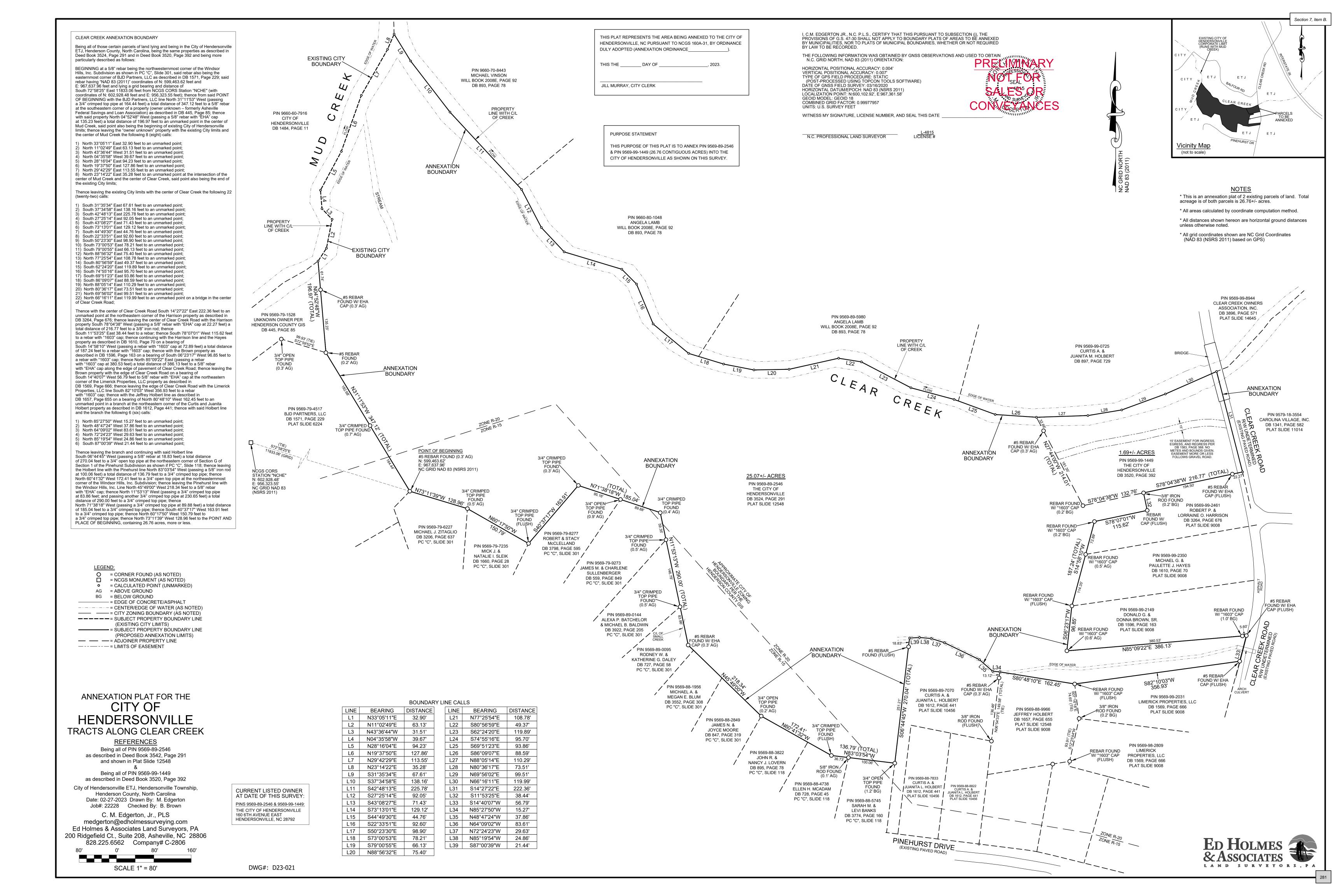
Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of May, 2023.

Barbara G. Volk, Mayor, City of Hendersonville

Attest: Jill Murray, City Clerk

Approved as to form: er. City Attorney

Section 7, Item B.



CLEAR CREEK ANNEXATION BOUNDARY

Being all of those certain parcels of land lying and being in the City of Hendersonville ETJ, Henderson County, North Carolina, being the same properties as described in Deed Book 3524, Page 291 and in Deed Book 3520, Page 392 and being more particularly described as follows:

BEGINNING at a 5/8" rebar being the northwesternmost corner of the Windsor Hills, Inc. Subdivision as shown in PC "C", Slide 301, said rebar also being the easternmost corner of BJD Partners, LLC as described in DB 1571, Page 229; said rebar having "NAD 83 (2011)" coordinates of N: 599,463.62 feet and E: 967,637.96 feet and lying a grid bearing and distance of South 72°58'25" East 11833.06 feet from NCGS CORS Station "NCHE" (with coordinates of N: 602,928.48 feet and E: 956,323.55 feet); thence from said POINT OF BEGINNING with the BJD Partners, LLC line North 31°11'53" West (passing a 3/4" crimped top pipe at 164.44 feet) a total distance of 347.12 feet to a 5/8" rebar at the southeastern corner of a property (owner unknown – formerly Asheville Federal Savings and Loan Association) as described in DB 445, Page 85; thence with said property North 04°52'48" West (passing a 5/8" rebar with "EHA" cap at 135.23 feet) a total distance of 196.97 feet to an unmarked point in the center of Mud Creek, said point also being the beginning of existing City limits and the center of Mud Creek the following 8 (eight) calls:

- 1) North 33°05'11" East 32.90 feet to an unmarked point;
- 2) North 11°02'49" East 63.13 feet to an unmarked point;
- 3) North 43°36'44" West 31.51 feet to an unmarked point;
- 4) North 04°35'58" West 39.67 feet to an unmarked point;
- 5) North 28°16'04" East 94.23 feet to an unmarked point;
- 6) North 19°37'50" East 127.86 feet to an unmarked point;
- 7) North 29°42'29" East 113.55 feet to an unmarked point;
- North 23°14'22" East 35.28 feet to an unmarked point at the intersection of the center of Mud Creek and the center of Clear Creek, said point also being the end of the existing City limits;

Thence leaving the existing City limits with the center of Clear Creek the following 22 (twenty-two) calls:

- 1) South 31°35'34" East 67.61 feet to an unmarked point;
- 2) South 37°34'58" East 138.16 feet to an unmarked point;
- 3) South 42°48'13" East 225.78 feet to an unmarked point;
- 4) South 27°25'14" East 92.05 feet to an unmarked point;
- 5) South 43°08'27" East 71.43 feet to an unmarked point;
- 6) South 73°13'01" East 129.12 feet to an unmarked point;
- 7) South 44°49'30" East 44.76 feet to an unmarked point;
- 8) South 22°33'51" East 92.60 feet to an unmarked point;
- 9) South 50°23'30" East 98.90 feet to an unmarked point;
- 10) South 73°00'53" East 78.21 feet to an unmarked point;
- 11) South 79°00'55" East 66.13 feet to an unmarked point;
- 12) North 88°56'32" East 75.40 feet to an unmarked point;
- 13) North 77°25'54" East 108.78 feet to an unmarked point;
- 14) South 80°56'59" East 49.37 feet to an unmarked point;

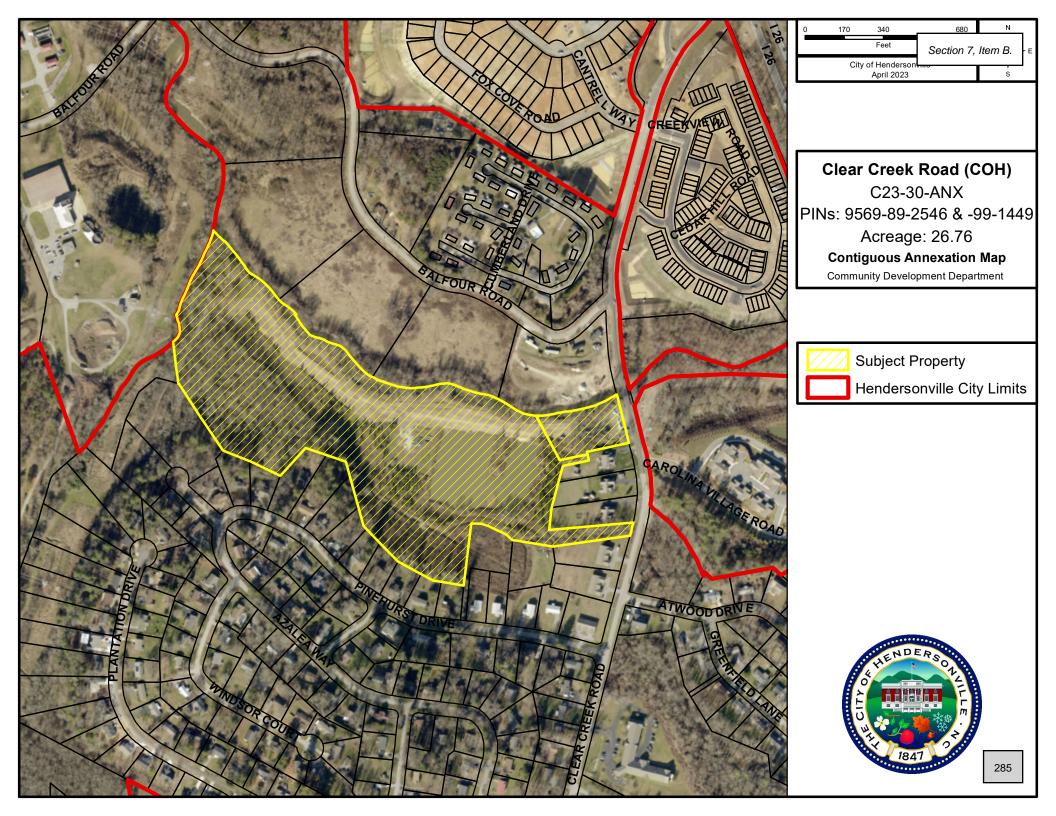
- 15) South 62°24'20" East 119.89 feet to an unmarked point;
- 16) South 74°55'16" East 95.70 feet to an unmarked point;
- 17) South 69°51'23" East 93.86 feet to an unmarked point;
- 18) South 86°09'07" East 88.59 feet to an unmarked point;
- 19) North 88°05'14" East 110.29 feet to an unmarked point;
- 20) North 80°36'17" East 73.51 feet to an unmarked point;
- 21) North 69°56'02" East 99.51 feet to an unmarked point;
- 22) North 66°16'11" East 119.99 feet to an unmarked point on a bridge in the center of Clear Creek Road;

Thence with the center of Clear Creek Road South 14°27'22" East 222.36 feet to an unmarked point at the northeastern corner of the Harrison property as described in DB 3264, Page 676; thence leaving the center of Clear Creek Road with the Harrison property South 78°04'38" West (passing a 5/8" rebar with "EHA" cap at 22.27 feet) a total distance of 216.77 feet to a 3/8" iron rod; thence South 11°53'25" East 38.44 feet to a rebar; thence South 78°07'01" West 115.62 feet to a rebar with "1603" cap; thence continuing with the Harrison line and the Hayes property as described in DB 1610, Page 70 on a bearing of South 14°58'10" West (passing a rebar with "1603" cap at 72.89 feet) a total distance of 187.24 feet to a rebar with "1603" cap; thence with the Brown property as described in DB 1596, Page 163 on a bearing of South 06°23'17" West 96.85 feet to a rebar with "1603" cap; thence North 85°09'22" East (passing a rebar with "1603" cap at 380.53 feet) a total distance of 386.13 feet to a 5/8" rebar with "EHA" cap along the edge of pavement of Clear Creek Road; thence leaving the Brown property with the edge of Clear Creek Road on a bearing of South 14°40'07" West 56.79 feet to 5/8" rebar with "EHA" cap at the northeastern corner of the Limerick Properties, LLC property as described in DB 1569, Page 666; thence leaving the edge of Clear Creek Road with the Limerick Properties, LLC line South 82°10'03" West 356.93 feet to a rebar with "1603" cap; thence with the Jeffrey Holbert line as described in DB 1657, Page 655 on a bearing of North 80°48'10" West 162.45 feet to an unmarked point in a branch at the northeastern corner of the Curtis and Juanita Holbert property as described in DB 1612, Page 441; thence with said Holbert line and the branch the following 6 (six) calls:

- 1) North 85°27'50" West 15.27 feet to an unmarked point;
- 2) North 48°47'24" West 37.86 feet to an unmarked point;
- 3) North 64°09'02" West 83.61 feet to an unmarked point;
- 4) North 72°24'23" West 29.63 feet to an unmarked point;
- 5) North 85°19'54" West 24.86 feet to an unmarked point;
- 6) South 87°00'39" West 21.44 feet to an unmarked point;

Thence leaving the branch and continuing with said Holbert line South 06°44'45" West (passing a 5/8" rebar at 18.83 feet) a total distance of 270.04 feet to a 3/4" open top pipe at the northeastern corner of Section G of Section 1 of the Pinehurst Subdivision as shown if PC "C", Slide 118; thence leaving the Holbert line with the Pinehurst line North 83°03'54" West (passing a 5/8" iron rod at 100.06 feet) a total distance of 136.79 feet to a 3/4" crimped top pipe; thence North 60°41'32" West 172.41 feet to a 3/4" open top pipe at the northeasternmost corner of the Windsor Hills, Inc. Subdivision; thence leaving the Pinehurst line with the Windsor Hills, Inc. Line North 45°49'00" West 218.34 feet to a 5/8" rebar with "EHA" cap; thence North 11°53'13" West (passing a 3/4" crimped top pipe at 83.86 feet; and passing another 3/4" crimped top pipe at 230.65 feet) a total distance of 290.00 feet to a 3/4" crimped top pipe; thence North 71°38'18"

West (passing a 3/4" crimped top pipe at 89.88 feet) a total distance of 185.04 feet to a 3/4" crimped top pipe; thence South 40°37'17" West 163.91 feet to a 3/4" crimped top pipe; thence North 60°17'50" West 150.79 feet to a 3/4" crimped top pipe; thence North 73°11'39" West 128.96 feet to the POINT AND PLACE OF BEGINNING, containing 26.76 acres, more or less.





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 **<u>required</u>** 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

- 1. Completed Application Form
- 2. A copy of the deed indicating ownership of the property.
- 3. A Survey Plat of the property prepared by a <u>registered</u> surveyor licensed to practice in the state of North Carolina.
- 4. A typed boundary description of the property.

A. Property Information

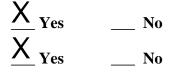
PIN(s): 9569-89-2546 and 9569-99-1449

Address(es) / Location of Property:

Two parcels west of Clear Creek Road along the southern edge of Clear Creek

Does this property adjoin the present City Limits?

Is the property within the ETJ?



Reason for Annexation:

These are properties that the City of Hendersonville owns and will be the location of a greenway and passive park.

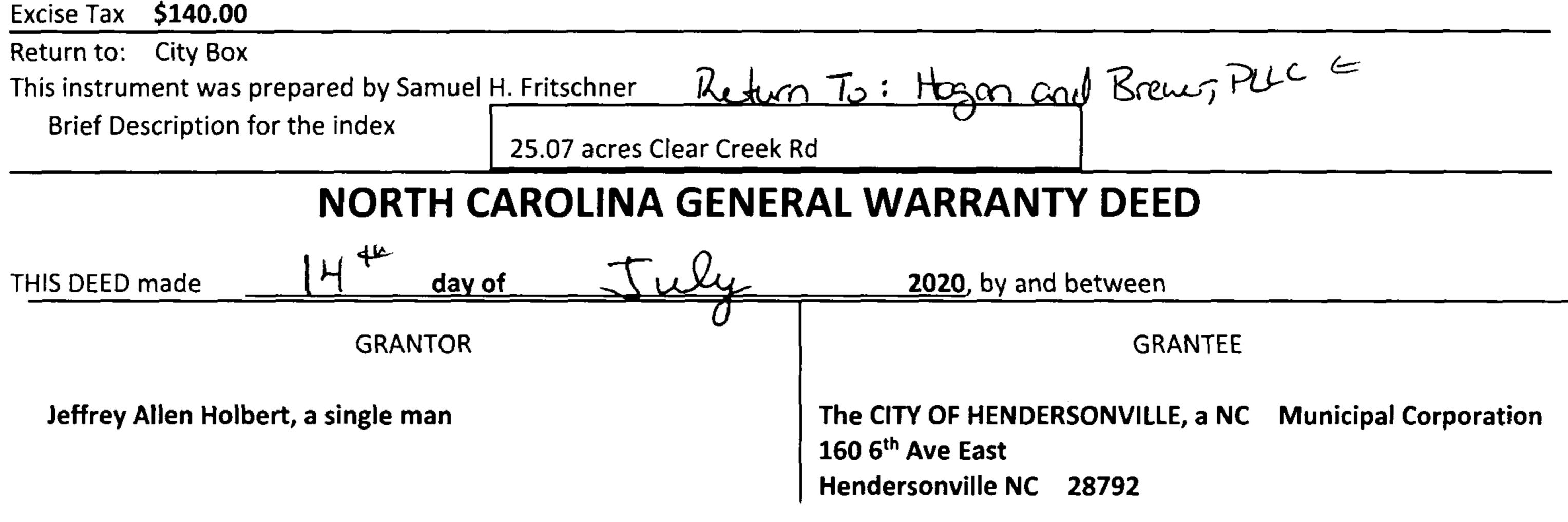
Section	7,	Item B.

B. Property Owner Contact Information						
Brent Detwiler	3/24/23					
* Printed Applicant Name	Date					
City of Hendersonville						
Printed Company Name (if applicable)						
□ Corporation □ Limited Liability Company	7 🗆 Trust	□ Partnership				
■ Other: Municipality						
2 Adl						
Property Owner Signature						
City Engineer						
Property Owner Title (if applicable)						
305 Williams Street						
Address of Property Owner						
Hendersonville, NC 28792)					
City, State, and Zip Code						
828-697-3060						
Telephone						
bdetwiler@hvlnc.gov						
Email						



This document presented and filed: 07/14/2020 02:50:22 PM

WILLIAM LEE KING, Henderson COUNTY, NC Transfer Tax: \$140.00



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 those two certain lots or parcels of land situated in Hendersonville Township, Henderson County, North Carolina and more particularly described as follows:

Being all of that tract shown as 25.07 Acres +/- Parcel 2 on plat slide 12548 of the Henderson County Registry.

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:

11-14-2024

Subject to Henderson County Ad Valorem taxes. Subject to Restrictions and Easements of Record. Subject to rights of way of record. IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(SEAL)

Jeffrey Allen Holbert

STATE OF NORTH CAROLINA COUNTY OF HENDERSON

Sherri a Notary Public of Henderson County, North Carolina, certify that Jeffrey Allen Holbert came Drewer before me this day and acknowledged the due execution of the foregoing instrument for the purpose therein expressed. Witness my hand and Notarial stamp or seal, this the 4^{-1} day of $\sqrt{3}$ 2020.

Notary Public

My commission expires:

1111 \sim Henderson County THE AND ATH C. My Comm. Exp. 11-14-2024 /////IIIIIII

288

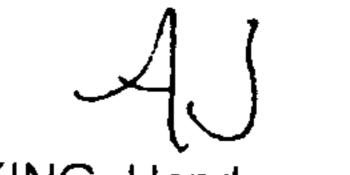
N.C. Bar Assoc. Form No. 3 @ 1977

Printed by Agreement with the N.C. Bar Assoc.

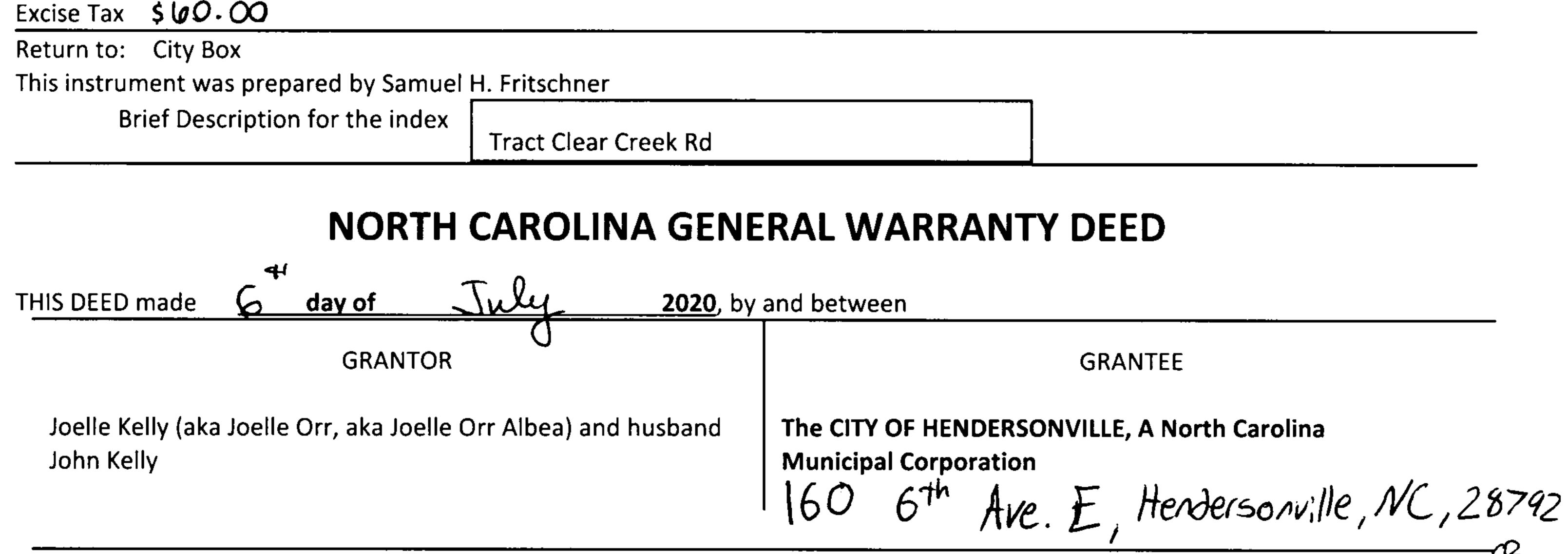
#003



This document presented and filed: 07/07/2020 04:28:24 PM



WILLIAM LEE KING, Henderson COUNTY, NC Transfer Tax: \$60.00



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 those two certain lots or parcels of land situated in Hendersonville Township, Henderson County, North Carolina and more particularly described as follows:

See attached exhibit 'A'

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 Henderson County Ad Valorem taxes. Subject to Restrictions and Easements of Record. Subject to rights of way of record. IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Joelle Kelly a ka. Joelle Orr a.k.a. Joelle Orr Albea

(SEAL)

(SEAL) John

STATE OF NORTH CAROLINA COUNTY OF HENDERSON

L. Brewer Sherr a Notary Public of Henderson County, North Carolina, certify that Joelle Kelly (aka Joelle Orr aka Joelle Orr Albea) and John Kelly came before me this day and acknowledged the due execution of the foregoing instrument for the purpose therein expressed. Witness my hand and Notarial stamp or seal, this the day of In Le 2020. Notary Public 1111

S

Henderson

County

My Comm. Exp.

11-14-2024

Notary Public

My commission expires:

N.C. Bar Assoc. Form No. 3 @ 1977 Printed by Agreement with the N.C. Bar Assoc.

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EXHIBIT A

Book 3520 Page 393

BEGINNING at a point at the intersection of the center of clear Creek with the center of the right of way of Clear Creek Road (SR 1603) at the northeast corner of that property conveyed to Robert d. Williams in Deed Book 648 at Page 683, Henderson County Registry; thence with the center of the right of way for Clear Creek Road, South 15 deg 17 min 09 sec East 230.00 feet to a point; thence leaving the center of the right of way for Clear Creek Road and running South 76 deg 02 min 48 sec West 1.23 feet to an iron pin; thence South 76 deg 02 min 48 sec West 327.26 feet to an iron pin; thence North 29 deg 45 min 50 sec West 181.35 feet to an iron pin; thence North 29 deg 45 min 50 sec West 33.13 feet to a point in the center of Clear Creek; thence with the center of Clear Creek and a portion of the southern edge of that property conveyed to Curtis Andre Holbert in Deed Book 897 at Page 729, the following three courses and distances: North 85 deg 21 min 34 sec East 91.56 feet, North 71 deg 22 min 41 sec East 182.25 feet,

and North 64 deg 48 min 42 sec East 120.89 feet to the point and place of BEGINNING, and containing 1.71 acres, more or less, as shown on that survey by Laughter, Austin and Associates, P.A., entitled "Map of Survey made for R. D. Williams", dated November 1, 2000, revised on November 21, 2000, and being Job No 00-049.

ALSO BEING that property conveyed to Joelle Orr by deed recorded in deed Book 1480 at Page 196 in the Office of the Register of Deeds for Henderson County, North Carolina.

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Ad Preview

PUBLIC HEARING NOTICE

Notice is hereby given that the City of Hendersonville City Council will hold three public hearings on Thursday, June 1, 2023, at 5:45 p.m., or as soon thereafter as possi-ble in the City Operations Assembly Room located at 305 Williams Street, Hender-sonville NC to consider the following:

following: I. Standard Rezoning – 2511 Asheville Highway (P23-024-RZO) - Application for a Standard Rezoning from Shane Laughter, applicant, and Rannie Grav, owner. The applicant is requesting to rezone the subject prop-erty (PINs: 9569-93-8890 and a portion of 9569-49-0448) lo-cated at 2511 Asheville High-way, from C-3, Highway Business and R-15, Medium Density Residential Zoning District to C-3, Highway Business Zoning District. II. Annexation Petition – Clear Creek (C23-30-AXX) -Application from the City of Hendersonville for the conti-guous annexation of two par-cels identified as tax parcels 9569-89-2546 and 9569-99-1499 located west of Clear Creek Road. III. Annexation Petition –

located west of Clear Creek Road. III. Annexation Petition – Blue Ridge Commerce (P23-30-ANX) - Application from Asheville Industrial Owner LLC and Asheville Industrial Owner II LLC for the satel-lite annexation of five por-clear identified T37 98-831-194 Identified T37 98-83-194 Identified T37 98-83-194 Identified T37 98-83-194 Identified T37 98-83-194 Identified T37 98-82-195 Identified T37 97-82-195 Identified T37 97-Identified T37 97-105 Identified T37 97-107 Identified T37 97-1



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:Tyler MorrowMEETING DATE: June 1st, 2023AGENDA SECTION:Public HearingDEPARTMENT:Community
DevelopmentTITLE OF ITEM:Annexation: Public Hearing-
Tyler Morrow, Planner IIBlue Ridge Commerce Center (C23-38-ANX)-
Tyler Morrow, Planner II

SUGGESTED MOTION(S):

For Approval:	For Denial:
I move City Council adopt an ordinance of the City of Hendersonville to annex noncontiguous property owned by Asheville Industrial Owner LLC and Asheville Industrial Owner II LLC, identified as PINs 9588-31-1844, 9588-22-8495, 9588-23-3192, 9588-13-8975, and 9588-23-9432, 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.	I move that City Council deny the petition received from Asheville Industrial Owner LLC and Asheville Industrial Owner II LLC, requesting the annexation of that property having PINs 9588-31-1844, 9588-22-8495, 9588-23- 3192, 9588-13-8975, and 9588-23-9432.

SUMMARY: File # C23-38-ANX

The City of Hendersonville has received a petition from Asheville Industrial Owner LLC and Asheville Industrial Owner II LLC for satellite annexation of PINs 9588-31-1844, 9588-22-8495, 9588-23-3192, 9588-13-8975, and 9588-23-9432 located on McAbee Court and McMurray Road that is approximately 65.31 acres. Please refer to the attached maps for additional information.

On May 4th, 2023, City Council accepted the City Clerk's Certificate of Sufficiency for this petition and set June 1st, 2023, as the date for the public hearing.

PROJECT/PETITIONER NUMBER:	•	C23-38-ANX
PETITIONER NAME:		Asheville Industrial Owner LLC Asheville Industrial Owner II LLC

	1. Ordinance
ATTACHMENTS:	2. Signed Certificate of Sufficiency
	3. Signed Resolution setting public hearing
	4. Annexation Plat
	5. Typed legal description
	6. GIS map
	7. Deeds
	8. Annexation Applications
	9. Certificates of Authority
	10. Property Owner Resolutions

Section 7, Item C.

Ordinance #____

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: Asheville Industrial Owner LLC and Asheville Industrial Owner II LLC File No. C23-38-ANX

WHEREAS, The City of Hendersonville has been petitioned by Asheville Industrial Owner LLC and Asheville Industrial Owner II LLC pursuant to North Carolina General Statutes (NCGS) 160A-58.1, as amended, to annex the area described herein below; and,

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

WHEREAS, a public hearing on the question of this annexation was held at the City Operations Center at 305 Williams Street, Hendersonville, NC at 5:45 pm, on the 1st day of June 2023, after due notice by publication as provided by law on May 21st 2023; 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 5,400 feet.
- b. No point on the proposed satellite corporate limit is closer to the primary corporate limits of another city than to the primary corporate limits 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 a subdivision as defined in N.C.G.S. § 160D-802. All portions of the subdivision are included in the petition.

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 first day of June 2023.

Being all of that real property consisting of PINs 9588-31-1844, 9588-22-8495, 9588-23-3192, 9588-13-8975, and 9588-23-9432 described in the plat recorded in Book 2023- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9588-31-1844, 9588-22-8495, 9588-23-3192, 9588-13-8975, and 9588-23-9432 being described by metes and bounds as follows:

BEING AN ANNEXATION BOUNDARY OF LOT 1, LOT 2, LOT 3, LOT 4 AND LOT 5 OF ASHEVILLE INDUSTRIAL OWNER LLC PROPERTY SHOWN ON SLIDE 14437 AND FOUND IN BOOK OF RECORD 3925, PAGE 710 AND BOOK OF RECORD 3970, PAGE 091 BOUNDED AS FOLLOWS:

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THENCE S 04°00'13" W A DISTANCE OF 158.14' TO AN EXISTING #4 REBAR;

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THENCE S 86°05'52" E A DISTANCE OF 191.13' TO AN EXISTING BENT #4 REBAR;

THENCE S 86°05'06" E A DISTANCE OF 170.69' TO AN EXISTING SPINDLE IN THE CENTERLINE OF MCMURRAY ROAD, S.R. 1790. SAID SPINDLE HAVING N.A.D. 83/ 2011 COORDINATES OF NORTHING- 583896.335', EASTING- 983472.227' WITH A COMBINED FACTOR OF 0.99977472;

THENCE WITH THE CENTERLINE OF SAID ROAD THE FOLLOWING 24 COURSES: THENCE S 04°41'50" W A DISTANCE OF 64.74' TO A POINT;

THENCE S 05°38'56" W A DISTANCE OF 146.33' TO A POINT;

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THENCE CONTINUING WITH SAID CENTERLINE S 06°08'45"W A DISTANCE of 48.96' TO A POINT;

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THENCE S 02°57'47"W A DISTANCE OF 70.49' TO AN EXISTING #5 REBAR;

THENCE N 32°46'03" W PASSING A #5 REBAR SET AT 434.94' A TOTAL DISTANCE OF 591.97' TO AN EXISTING CONCRETE RIGHT OF WAY MONUMENT;

THENCE N 37°42'36" W A DISTANCE OF 291.52' TO AN EXISTING CONCRETE RIGHT OF WAY MONUMENT;

THENCE N 33°13'39" W A DISTANCE OF 201.27' TO AN EXISTING CONCRETE RIGHT OF WAY MONUMENT;

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 553.46', WITH A RADIUS OF 7788.13', WITH A CHORD BEARING OF N 35°27'12" W, WITH A CHORD LENGTH OF 553.34', TO AN EXISTING CONCRETE RIGHT OF WAY MONUMENT;

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HAVING AN AREA OF 2845116.8 SQUARE FEET, 65.31 ACREs.

2: Upon and after the first day of June 2023, 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 on this _____ day of _____, 20____.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, ______, a Notary Public in Henderson County, State of North Carolina, do hereby certify that <u>Barbara G. Volk</u> in her capacity of <u>Mayor of the City of Hendersonville</u>; <u>Jill</u> <u>Murray</u>, in her capacity of <u>City Clerk</u> personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of _____, 20____.

My commission expires:

CERTIFICATE OF SUFFICIENCY

Re: Petition for Satellite Annexation Petitioners: Asheville Industrial Owner LLC and Asheville Industrial Owner II LLC File No. C23-38-ANX

To the Honorable Mayor and members of the City Council of Hendersonville, North Carolina: I, Jill Murray, City Clerk, being first duly sworn, hereby certify that:

- 1. A petition has been received for satellite annexation of properties consisting of +/- 65.31 acres located on McAbee Court and McMurray Road in Hendersonville, NC, being tax parcel(s) PINs 9588-31-1844, 9588-22-8495, 9588-23-3192, 9588-13-8975, and 9588-23-9432, and being more particularly described on Exhibit A, attached hereto and incorporated by reference, hereinafter "Petition."
- 2. An investigation has been completed as required by N.C.G.S. § 160A-58.2 of the Petition for compliance with the requirements of N.C.G.S. § 160A-58.1.

Based upon this investigation, I find that

- 1. The Petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area.
- 2. The nearest point on the proposed satellite corporate limit is approximately 5,400 from the primary corporate limits of the City of Hendersonville, which is less than 3 miles.
- 3. The Petition includes the names and addresses and signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S.160A-58.1 (a).
- 4. No point on the propose satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville.
- 5. The area is situated so the City will be able to provide the same services within the proposed corporate limits that is provided within the primary corporate limits.
- 6. The area proposed for annexation is a subdivision as defined in N.C.G.S. § 160D-802. All portions of the subdivision are included in the petition.
- 7. The total area within the proposed satellite corporate limits, when added to the area within all the other satellite corporate limits of the City, does not exceed ten (10%) of the area within the primary corporate limits of the City.
- 8. The area for annexation meets all other requirements defined in NC 160A-58.54 regarding the character of the area to be annexed.

Having made the findings stated above, I hereby certify the Petition appears to be valid.

In witness hereof, I have set my hand and the City Seal on this the 3rd day of May, 2023.

(City Seal)



JIL GY May Jill Murray, City Clerk

EXHIBIT A LEGAL DESCRIPTION

Being all of that real property consisting of PINs 9588-31-1844, 9588-22-8495, 9588-23-3192, 9588-13-8975, and 9588-23-9432 described in the plat recorded in Book 2023- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9588-31-1844, 9588-22-8495, 9588-23-3192, 9588-13-8975, and 9588-23-9432 being described by metes and bounds as follows:

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WHICH IS THE POINT OF BEGINNING,

HAVING AN AREA OF 2845116.8 SQUARE FEET, 65.31 ACRES

Resolution #R23-53

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-58.2

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

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

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

Section 1. A public hearing on the question of annexation of the satellite area described herein will be held at City Operations Center located at 305 William St. Hendersonville NC, 28792 at 5:45 p.m. June 1st, 2023, 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 9588-31-1844, 9588-22-8495, 9588-23-3192, 9588-13-8975, and 9588-23-9432 described in the plat recorded in Book 2023- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9588-31-1844, 9588-22-8495, 9588-23-3192, 9588-13-8975, and 9588-23-9432 being described by metes and bounds as follows:

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Re: Petition for Satellite Annexation Petitioners: Asheville Industrial Owner LLC and Asheville Industrial Owner II LLC File No. C23-38-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 4th day of May, 2023.

bara X. Di

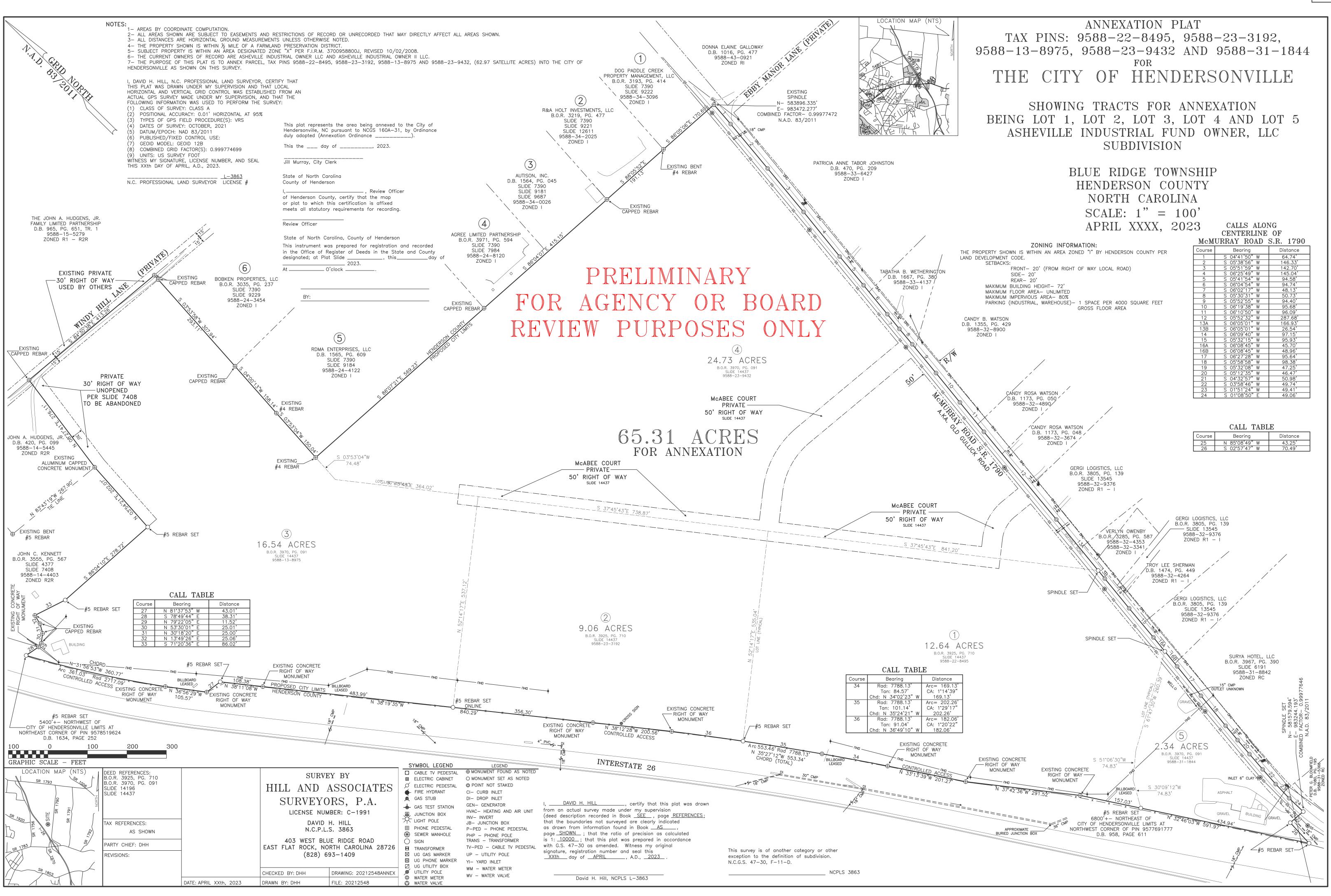
Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City

Approved as to form: Attorney

Section 7, Item C.



PRELIMINARY

BEING AN ANNEXATION BOUNDARY OF LOT 1, LOT 2, LOT 3, LOT 4 AND LOT 5 OF ASHEVILLE INDUSTRIAL OWNER LLC PROPERTY SHOWN ON SLIDE 14437 AND FOUND IN BOOK OF RECORD 3925, PAGE 710 AND BOOK OF RECORD 3970, PAGE 091 BOUNDED AS FOLLOWS:

BEGINNING AT AN EXISTING CAPPED REBAR THE COMMON CORNER OF LOT 3 AND DEED BOOK 420, PAGE 099 IN THE SOUTHEASTERN LINE OF DEED BOOK 965, PAGE 651, TRACT 1;

THENCE S 84°30'38" E A DISTANCE OF 413.26' TO AN EXISTING CAPPED REBAR;

THENCE S 03°53'58" W A DISTANCE OF 307.94' TO AN EXISTING CAPPED REBAR;

THENCE S 04°00'13" W A DISTANCE OF 158.14' TO AN EXISTING #4 REBAR;

THENCE S 03°53'04" W A DISTANCE OF 150.04' TO AN EXISTING #4 REBAR;

THENCE S 86°07'21" E A DISTANCE OF 569.23' TO AN EXISTING CAPPED REBAR;

THENCE S 86°04'07" E A DISTANCE OF 415.15' TO AN EXISTING CAPPED REBAR;

THENCE S 86°05'52" E A DISTANCE OF 191.13' TO AN EXISTING BENT #4 REBAR;

THENCE S 86°05'06" E A DISTANCE OF 170.69' TO AN EXISTING SPINDLE IN THE CENTERLINE OF MCMURRAY ROAD, S.R. 1790. SAID SPINDLE HAVING N.A.D. 83/ 2011 COORDINATES OF NORTHING- 583896.335', EASTING- 983472.227' WITH A COMBINED FACTOR OF 0.99977472;

THENCE WITH THE CENTERLINE OF SAID ROAD THE FOLLOWING 24 COURSES:

THENCE S 04°41'50" W A DISTANCE OF 64.74' TO A POINT;

THENCE S 05°38'56" W A DISTANCE OF 146.33' TO A POINT;

THENCE S 05°51'59" W A DISTANCE OF 142.70' TO A POINT;

THENCE S 06°25'49" W A DISTANCE OF 145.04' TO A POINT;

THENCE S 05°41'54" W A DISTANCE OF 94.58' TO A POINT;

THENCE S 06°04'54" W A DISTANCE OF 94.74' TO A POINT;

THENCE S 06°02'17" W A DISTANCE OF 48.13' TO A POINT;

THENCE S 05°30'31" W A DISTANCE OF 50.73' TO A POINT;

THENCE S 05°52'55" W A DISTANCE OF 94.40' TO A POINT;

THENCE S 06°19'38" W A DISTANCE OF 95.68' TO A POINT;

THENCE S 06°10'50" W A DISTANCE OF 96.09' TO A POINT;

THENCE S 05°52'32" W A DISTANCE OF 287.68' TO A POINT;

THENCE S 06°05'01" W A DISTANCE OF 166.93' TO AN EXISTING SPINDLE;

THENCE S 06°05'01" W A DISTANCE OF 26.54' TO A;

THENCE S 06°09'40" W A DISTANCE OF 97.15' TO A POINT;

THENCE S 05°32'15" W A DISTANCE OF 95.93' TO A POINT;

THENCE S 06°08'45" W A DISTANCE OF 45.70, TO A SPINDLE SET IN THE CENTERLINE OF SAID ROAD;

THENCE CONTINUING WITH SAID CENTERLINE S 06°08'45"W A DISTANCE of 48.96' TO A POINT;

THENCE S 06°27'28"W A DISTANCE OF 95.64' TO A POINT;

THENCE S 05°58'58"W A DISTANCE OF 98.38' TO A POINT;

THENCE S 05°32'08"W A DISTANCE OF 47.25' TO A POINT;

THENCE S 05°12'35"W A DISTANCE OF 46.47' TO A POINT;

THENCE S 04°32'57"W A DISTANCE OF 50.98' TO A POINT;

THENCE S 03°58'46"W A DISTANCE OF 49.74' TO A POINT;

THENCE S 01°51'24"W A DISTANCE OF 49.41' TO A POINT;

THENCE S 01°08'50"E A DISTANCE OF 49.06' TO AN EXISTING SPINDLE IN THE CENTERLINE OF MCMURRAY ROAD, S.R. 1790, IN THE MARGIN OF THE RIGHT OF WAY FOR INTERSTATE 26. SAID SPINDLE HAVING N.A.D. 83/ 2011 COORDINATES OF NORTHING- 581579.594', EASTING- 983244.193' WITH A COMBINED FACTOR OF 0.99977646;

THENCE WITH THE MARGIN OF THE RIGHT OF WAY FOR INTERSTATE 26 THE FOLLOWING 13 COURSES:

N 85°08'49"W A DISTANCE OF 43.25' TO AN EXISTING #5 REBAR;

THENCE S 02°57'47"W A DISTANCE OF 70.49' TO AN EXISTING #5 REBAR;

THENCE N 32°46'03" W PASSING A #5 REBAR SET AT 434.94' A TOTAL DISTANCE OF 591.97' TO AN EXISTING CONCRETE RIGHT OF WAY MONUMENT;

THENCE N 37°42'36" W A DISTANCE OF 291.52' TO AN EXISTING CONCRETE RIGHT OF WAY MONUMENT;

THENCE N 33°13'39" W A DISTANCE OF 201.27' TO AN EXISTING CONCRETE RIGHT OF WAY MONUMENT;

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 553.46', WITH A RADIUS OF 7788.13', WITH A CHORD BEARING OF N 35°27'12" W, WITH A CHORD LENGTH OF 553.34', TO AN EXISTING CONCRETE RIGHT OF WAY MONUMENT;

THENCE N 38°12'28" W A DISTANCE OF 200.56' TO AN EXISTING CONCRETE RIGHT OF WAY MONUMENT;

THENCE N 38°19'35" W A DISTANCE OF 840.29' TO AN EXISTING CONCRETE RIGHT OF WAY MONUMENT;

THENCE N 38°11'08" W A DISTANCE OF 108.38' TO A #5 REBAR SET;

THENCE N 81°37'53" W A DISTANCE OF 43.01' TO AN EXISTING CONCRETE RIGHT OF WAY MONUMENT;

THENCE N 36°56'29" W A DISTANCE OF 105.57' TO AN EXISTING CONCRETE RIGHT OF WAY MONUMENT;

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 361.03', WITH A RADIUS OF 2717.10', WITH A CHORD BEARING OF N 31°56'53" W, WITH A CHORD LENGTH OF 360.77', TO A #5 REBAR SET;

THENCE S 78°49'44" E A DISTANCE OF 38.31' TO AN EXISTING CONCRETE RIGHT OF WAY MONUMENT;

THENCE LEAVING SAID RIGHT OF WAY OF N 79°22'05" E A DISTANCE OF 11.52' TO AN EXISTING CAPPED REBAR;

THENCE N 53°30'01" E A DISTANCE OF 25.01' TO AN EXISTING CAPPED REBAR;

THENCE N 30°18'20" E A DISTANCE OF 25.00' TO AN EXISTING CAPPED REBAR;

THENCE N 13°49'26" E A DISTANCE OF 25.06' TO AN EXISTING CAPPED REBAR;

THENCE S 71°20'36" E A DISTANCE OF 86.02' TO A #5 REBAR SET;

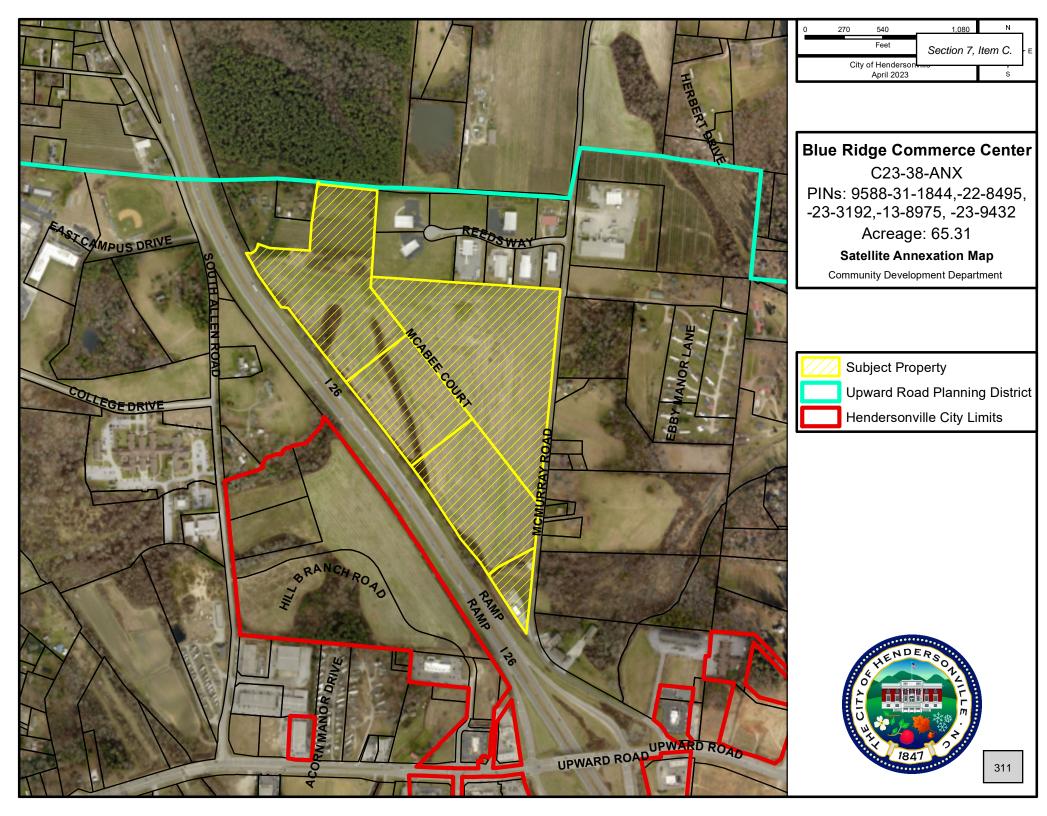
THENCE S 86°04'10" E A DISTANCE OF 278.72' TO A #5 REBAR SET;

THENCE N 03°54'21" E A DISTANCE OF 202.07' TO AN EXISTING CONCRETE MONUMENT WITH CAP;

THENCE N 08°27'41" E A DISTANCE OF 276.11' TO AN EXISTING CAPPED REBAR;

WHICH IS THE POINT OF BEGINNING,

HAVING AN AREA OF 2845116.8 SQUARE FEET, 65.31 ACRES



BK 3925 PG 710 - 716 (7) DOC# 981391 This Document eRecorded: 06/14/2022 01:45:16 PM Fee: \$26.00 Henderson County, North Carolina Tax: \$17,634.00

William Lee King, Register of Deeds

ection 7. Item (

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:	\$17,634.00				
Parcel ID:	9588233651, 9588136579, and 9588231267				
Mail/Box to:	Oppidan, 400 Water Street, Ste 200, Excelsior, MN 55331				
Prepared by:	Van Winkle, Buck,	Wall, Starnes & Davis, PA 422 S. Main Street,			
	Hendersonville, NC 2	8792 (MMT)			
Brief description for the Index:	Tract McMurray Road				
THIS GENERAL WARRANTY DEED ("Deed") is made on the \mathcal{P}^{μ} day of JUNE, 2022, by and between:					
GRANTOR		GRANTEE			
THE JOHN A. HUDGENS, JR. FAMILY LIMITED PARTNERSHIP, a Delaware partnership duly authorized to conduct business in North Carolina		ASHEVILLE INDUSTRIAL OWNER LLC, a Delaware limited liability company Whose mailing address is:			
Whose mailing address is: 819 McMurray Road		c/o Rockpoint Group, L.L.C. Woodlawn Hall at Old Parkland			

Flat Rock, NC 28731	3953 Maple Avenue, Suite 300
	Dallas, Texas 75219

Enter in the appropriate block for each Grantor and Grantee their name, mailing address, and, if appropriate, state of organization and character of entity, e.g. North Carolina or other corporation, LLC, or partnership. Grantor and Grantee includes the above parties and their respective heirs, successors, and assigns, whether singular, plural, masculine, feminine or neuter, as required by context.

FOR VALUABLE CONSIDERATION paid by Grantee, the receipt and legal sufficiency of which is acknowledged, Grantor by this Deed does hereby grant, bargain, sell and convey to Grantee, in fee simple, all that certain lot, parcel of land or condominium unit in the <u>Blue Ridge</u> Township, <u>Henderson</u> County, North Carolina and more particularly described as follows (the "Property"):

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

All or a portion of the Property was acquired by Grantor by instrument recorded in <u>Book 965 Page 655</u>, Book 1367 page 22, and Book 3693 Page 51, Henderson County Registry.

> RETURN TO: Commercial Partners Title 200 S. Sixth Street #1300 MInneapolis, MN 55402 201

Submitted electronically by "First National Financial Title Services, LLC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Henderson County Register of Deeds.

All or a portion of the Property \Box includes or \boxtimes does not include the primary residence of a Grantor.

A map showing the Property is recorded in Plat Book 2022 Slide 14196.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple. Grantor covenants with Grantee that Grantor is seized of the Property in fee simple, Grantor has the right to convey the Property in fee simple, title to the Property is marketable and free and clear of all encumbrances, and Grantor shall warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Those matters listed on Exhibit B, attached hereto.

IN WITNESS WHEREOF, Grantor has duly executed this Deed, if an entity by its duly authorized representative.

THE JOHN A. HUDGENS, JR. FAMILY LIMITED PARTNERSHIP, a Delaware partnership duly authorized

to conduct business in North Carolina

Kathryn Afudgens, Partner

STATE OF NORTH CAROLINA COUNTY OF HENDERSON

I, <u>MORGAN E. GORDON</u>, a Notary Public of the County and State aforesaid, certify that **Kathryn Hudgens**, **Partner**, who personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed. Sworn to and subscribed to before me. Witness my hand and official stamp or seal, this ______ day of June, 2022.

MY COMMISSION EXPIRES: <u>10-19-2024</u>

Notary Public

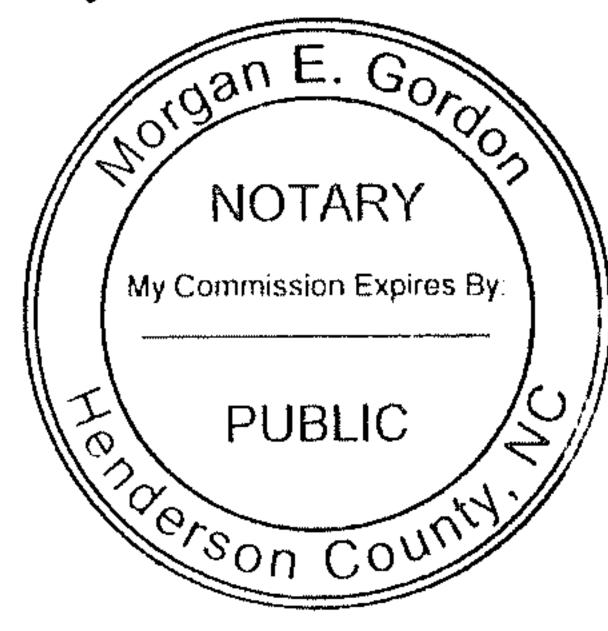


EXHIBIT A

BEING all of that 65.31 acres as shown on that plat entitled "PLAT OF SURVEY FOR OPPIDAN HOLDINGS, LLC", dated May 19, 2022, prepared by Hill and Associates, Surveyors, PA and recorded in Plat Book 2022 Slide 14196, Henderson County Registry, reference to which is hereby made and incorporated herein for greater certainty of description,

AND BEING a recombination of the properties described in Deed Book 965, Page 651, Tract 2, Excluding Deed Book 401, Page 480; Deed Book 965, Page 655; Deed Book 1367, Page 022; and Book of Record 3693, Page 051; being 65.31 acres total,

Blue Ridge Township, Henderson County, North Carolina

SUBJECT TO THE TERMS AND CONDITIONS OF EXHIBIT C ATTACHED HERETO, THERE IS HEREBY RESERVED BY THE GRANTOR HEREIN, their heirs and assigns, a perpetual non-exclusive right of way for purposes of access and utilities (including but not limited to the right to connect to any utilities existing on the 65.31 acre tract described above) as set forth on Exhibit C attached hereto (the "**Right of Way**"), said right of way being 50 feet in width, running from McMurray Road (SR1790) along and within the northern boundary of the property described above, to a portion of property retained by the Grantors herein and described in Book 965 Page 651 having PIN No. 9988144403 and Pin No. 9588145445 and 9588155279, Henderson County Registry, said right of way being more particularly described as follows (the "**Right of Way Area**"):

Beginning at a Spindle in the centerline of McMurray Road, SR 1790. Being the Northeast corner of Deed Book 965, Page 651, Tract 2;

thence S 04°41'50" W a distance of 50.00' to a point in the centerline of McMurray Road, SR 1790; thence N 86°05'06" W a distance of 170.00' to a point;

thence $N \, 86^{\circ} 05' 52'' W$ a distance of 191.13' to a point;

thence N 86°04'07" W a distance of 415.14' to a point; thence N 86°07'21" W a distance of 619.21' to a point; thence N 03°53'04" E a distance of 200.10' to a point; thence N 04°00'13" E a distance of 158.14' to a point; thence N 03°53'58" E a distance of 309.28' to a point in the Northern line of Deed Book 1367, Page 022, Slide 7408 and in the Southern line of Deed Book 965, Page 651, Tract 1;

thence S 84°30'38" E a distance of 50.02' to a Capped Rebar the Northeast corner of Deed Book 1367, Page 022, shown on Slide 7408 and in the Southern line of Deed Book 965, Page 651, Tract 1; thence S 03°53'58" W a distance of 307.94' to a Capped Rebar, common corner Lot 5 and Lot 6, Blue Rock Commerce Center, Slide 9184 and Slide 9229;

thence S 04°00'13" W a distance of 158.14' to a #4 Rebar;

thence S 03°53'04" W a distance of 150.04' to a #4 Rebar the Southwest corner Lot 5, Blue Rock Commerce Center, Slide 9184;

thence S 86°07'21" E a distance of 569.23' to a Capped Rebar, common corner Lot 4 and Lot 5, Blue Rock Commerce Center, Slide 7984 and Slide 9184;

thence S 86°04'07" E a distance of 415.15' to a Capped Rebar, common corner Lot 2 and Lot 3, Blue Rock Commerce Center, Slide 9181, Slide 9687, Slide 9221 and Slide 12611;

thence S 86°05'52" E a distance of 191.13' to a Bent #4 Rebar common corner Lot 1 and Lot 2, Blue Rock Commerce Center, Slide 9221, Slide 12611 and Slide 9222;

thence S 86°05'06" E a distance of 170.69' to the Point and Place of Beginning; and being shown on " PLAT OF A.L.T.A./N.S.P.S. SURVEY FOR OPPIDAN HOLDINGS, LLC" dated May _____, 2022, prepared by Hill and Associates, Surveyors, PA, reference to which is hereby made and incorporated herein for greater certainty of description.

EXHIBIT B

PERMITTED EXCEPTIONS

- 1. 2022 ad valorem taxes, a lien but not yet due and payable.
- Easements in favor of Duke Power Company recorded in Book 362 Page 256, Book 374 Page 114, Book 431 Page 117, Book 462 Page 158, Book 474 Page 45, and Book 492 Page 21, Henderson County Registry.
- 3. Right of Way Agreement from John A. Hudgens, Jr. and wife, Roberta E. Hudgens to the State Highway Commission, dated February 20, 1962 and recorded in Book 401 Page 480, Henderson County Registry.
- 4. Right of Way Agreement from John A. Hudgens, Jr. and wife, Roberta E. Hudgens to the State Highway Commission, dated May 8, 1967 and recorded in Book 449 Page 320, Henderson County Registry
- 5. Right of Way Agreement from Enno F. Camenzind to the Department of Transportation, dated November 20, 1995 and recorded in Book 884 Page 781, Henderson County Registry
- 6. Right of Way Agreement from John A. Hudgens, Jr. and wife, Roberta E. Hudgens to the Department of Transportation, dated October 11, 1995 and recorded in Book 884 Page 784, Henderson County Registry
- 7. Agreement Establishing Common Drive Easement and Associated Rights and Responsibilities dated July 8, 2008 and recorded in Book 1367 Page 13, Henderson County Registry.
- 8. Easement contained in that certain General Warranty Deed from Peggy Camenzind Cabe and Robert Otto Camenzind, Trustees of the Trusts established under the Wills of Enno F. Camenzind (deceased) and Ella H. Camenzind (deceased) to McNutt Investments, LLC, dated July 8, 2008 and recorded in Book 1367 Page 9, Henderson County Registry
- 9. Right of Way Agreement from Sarah Smyth Hudgens Uzzell, et al. to the State Highway Commission dated April 13, 1962 and recorded in Book 435 Page 317, Henderson County Registry
- 10. Easement in favor of Duke Power Company recorded in Book 777 Page 195, Henderson County Registry
- 11. Terms, conditions, easements, limitation of access and right of way condemned by Final Judgment and Order of Disbursement recorded in Book 421 Page 303, Henderson County Registry, as affected by Memorandum of Action recorded in Book 409 Page 43, Henderson County Registry.
- 12. Easement from E. Smyth Hudgens to Duke Power Company recorded in Book 777 Page 145, Henderson County Registry

EXHIBIT C

RIGHT OF WAY TERMS AND CONDITIONS

Grantor and, by acceptance of this Deed, Grantee acknowledge and agree as follows with respect to the reserved Right of Way:

Grantor may use the Right of Way for (a) constructing, repairing, maintaining and 1. operating underground utility lines to serve that certain real property in Henderson County, North Carolina having PIN No. 9588155279, Pin No. 9988144403 and PIN No. 9588145445 (including) but not limited to the right to connect to any utilities existing on the 65.31 acre tract described in Exhibit A) (the "Utilities"), and access to such Utilities as necessary to accomplish the foregoing uses, provided that such use does not permanently disrupt or materially adversely affect any utilities serving the 65.31 acre tract described in Exhibit A, and (b) pedestrian and vehicular access pursuant to NC DOT standards for industrial traffic to and from the real properties in Henderson County, North Carolina having PIN No. 9588155279, Pin No. 9988144403 and PIN No. 9588145445. Prior to any construction, repair or maintenance of the Utilities, Grantor shall notify Grantee in writing of the work Grantor intends to perform in the Right of Way and coordinate such work with Grantee so as to minimize any disruption or effect on any utilities serving the 65.31 acre tract described in Exhibit A, and Grantee shall use good faith efforts to so coordinate such work with Grantor. For the avoidance of doubt, Grantor may not construct any above ground utility lines or other structures in the Right of Way Area. Grantee reserves and retains the right to use the Right of Way Area in any manner that does not interfere with the Right of Way. During or immediately after any work in the Right of Way Area pursuant to the Right of Way, Grantor, at its sole cost and expense, shall take or cause to be taken all reasonable measures to restore the surface of the Right of Way Area to the condition which existed prior to such work.

2. Grantor accepts sole responsibility for the maintenance, repair and upkeep of the Utilities, and shall keep the Utilities in a reasonably safe condition and in compliance with all applicable law. All costs and expenses of the construction, maintenance, repair and upkeep of the Utilities shall be borne exclusively by Grantor. In the event that the Grantor fails to maintain or repair the Utilities or the Right of Way Area in accordance with this Deed, Grantee may give Grantor a notice stating that Grantor will have 30 days to perform such maintenance or repair. If Grantor fails to perform such maintenance or repair within such 30-day period, Grantee may give Grantor a notice stating that Grantor will have 10 additional days to perform such maintenance or repair. If Grantor fails to perform such maintenance or repair within such 10-day period, Grantee may independently contract to have such maintenance or repair work performed and bill Grantor for all reasonable charges associated with such work. Grantor shall reimburse Grantee promptly upon receipt of the bill for said maintenance or repair work. Grantor and Grantee shall use good faith efforts to resolve any disagreements between them regarding the proper maintenance and repair of the Utilities.

3. Grantor shall indemnify, assume the defense of, and hold free and harmless Grantee (and its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members) from any and all obligations, liabilities, claims, demands, loss, damages, injury, suit, cost, or cause of action whatsoever, including a reasonable sum for attorneys' fees, whether or not suit is filed, in any way due to, arising out of, or related to: (i) the Right of Way and/or use of the

Right of Way Area, (ii) the activities in the Right of Way Area by Grantor, its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members, or any other person gaining access to the Right of Way Area pursuant to this Deed, and (iii) the failure to perform or breach of any of Grantor's obligations under this Deed.

Grantor and its affiliates, managers, officers, partners, shareholders, employees, lenders, 4. representatives and members hereby assume any risk involved in respect to the Right of Way and the Right of Way Area, and do hereby release and discharge Grantee and its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members from any liability for loss, damage, or injury incurred by them arising out of the Right of Way or Grantor's,

or any of its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members, entry or presence upon the Right of Way Area.

During any time that Grantor or any of its affiliates, managers, officers, partners, 5. shareholders, employees, lenders, representatives or members are constructing or repairing the Utilities, Grantor shall carry and maintain, at Grantor's expense, commercial general liability and property damage liability insurance, with a combined single limit of not less than \$2,000,000.00, and workers' compensation insurance as required by law. Grantor shall require that all contractors employed in connection with the Utilities shall carry general liability insurance, and workers' compensation insurance as required by law. All general liability insurance shall be provided on a CG 00 01 form or equivalent, including, without limitation, personal injury and contractual liability coverage for the performance by Grantor of the indemnity agreements set forth in this deed. Such liability policies carried by Grantor and its contractors shall name Grantee, its affiliates and its lenders as an additional insured, entitling it to recover under such policies for any loss sustained by it, its Parties lenders and any of its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members. Workers' compensation policies shall include a provision waiving subrogation against additional insured parties. Such policies shall provide that they may not be terminated or modified except after thirty (30) days prior to written notice to Grantee. Such policies shall be written as primary policies, not contributing with, and not supplemental to, any coverage that Grantee may carry. Grantor shall deliver to Grantee certificates of insurance evidencing the insurance required under this deed, prior to any entry by Grantor or any of its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members on the Grantee's property.

Grantor shall have no claim of adverse possession to the Right of Way Area, and Grantor 6. hereby waives and releases same.

Grantor, in its use of the Right of Way and the Utilities, shall at all times and at its own 7. cost comply with all applicable laws, ordinances, rules, and regulations, including without limitation all environmental laws. Without limiting the foregoing, Grantor shall comply with and obtain and maintain in full force and effect any and all governmental permits necessary for its use of the Right of Way and the Utilities.

Grantor shall have no right, power or authority to bind Grantee or any interest of Grantee 8. in the Right of Way Area under any statute relating to liens or by a contract by or on behalf of Grantor for the furnishing of any work, labor, or material on or to the Right of Way Area. Grantor

agrees not to permit or suffer and, to the extent permitted or suffered, cause to be promptly (and in any event within 30 days after receipt of notice thereof) removed and released at its sole cost and expense, any mechanic's lien, materialman's or other lien on account of supplies, machinery, tools, equipment, labor or materials furnished or used, or claimed to be furnished or used, in connection with the entry or work upon or in relation to the Right of Way by Grantor or any of its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members; provided, however, that if Grantor wishes to contest any such lien, Grantor shall promptly (and in any event within 30 days after receipt of notice thereof) bond over such lien in a manner and amount sufficient under applicable law to cause such lien to be discharged of record and prevent any sale or forfeiture of the Right of Way Area or the 65.31 acre tract described in Exhibit A. If Grantor fails to do so, or the Right of Way Area or the 65.31 acre tract described in Exhibit A is in imminent danger of being forfeited or foreclosed, then Grantee shall have the right, at Grantor's sole cost, to pay whatever sum is demanded by the claimant without inquiring as to the validity or reasonableness of the claim, in order to cause the lien to be released. Grantee may, at its option, at Grantor's cost and expense, enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which Grantee deems necessary to defend itself and the Right of Way Area from and against all claims or liability arising by, through or under Grantor or its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members as set forth herein. Grantor acknowledges and agrees that Grantee may, but shall not be required to, post or serve a notice that Grantee's interest in the Right of Way Area shall not be subject to any mechanic's liens pursuant to applicable law, and to take such other action as Grantee deems necessary to comply with the provisions of applicable law.

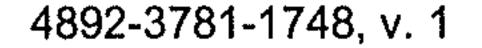
9. The provisions of this Deed regarding the Right of Way and the Right of Way Area constitute the entire agreement between Grantor and Grantee regarding the Right of Way and the Right of Way Area.

10. Grantee's rights hereunder shall run with the land described on Exhibit A attached hereto. Grantor's and Grantee's acknowledgements and agreements shall be binding on their heirs and assigns.

12. Nothing herein is intended to benefit any third party, or create any third party beneficiary.

13. Should any litigation be commenced between Grantor and Grantee concerning any breach or interpretation hereof the rights or duties of Grantor or Grantee hereunder, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be provided herein, to a reasonable sum as and for attorney's fees in such litigation.

14. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Right of Way Area to or for the general public or for any public purpose.



BK 3970 PG 91 - 95 (5) This Document eRecorded: Fee: \$26.00 Henderson County, North Carolina William Lee King, Register of Deeds

DOC# 987503 10/03/2022 02:18:22 PM

Prepared by and return to:

GIBSON, DUNN & CRUTCHER LLP 555 MISSION STREET SAN FRANCISCO, CA 94105 ATTN: DAN BALL

Revenue Stamps: \$0.00

No consideration is due or has been paid in connection with this transfer, therefore no excise taxes are due pursuant to NC Statute Section 105-228.29(6).

Tax Parcel Number(s): Part of Parcel No. 1010683, 9939472 and 10007070

STATE OF NORTH CAROLINA

QUITCLAIM DEED

COUNTY OF HENDERSON

THIS QUITCLAIM DEED is made and entered into this the 30^{+10} day of September, 2022 by ASHEVILLE INDUSTRIAL OWNER LLC, a Delaware limited liability company (the "Grantor"), whose address is: Woodlawn Hall at Old Parkland, 3953 Maple Avenue, Suite 300, Dallas, TX 75219, and ASHEVILLE INDUSTRIAL OWNER II LLC, a Delaware limited liability company (the "Grantee"), whose address is: Woodlawn Hall at Old Parkland, 3953 Maple Avenue, Suite 300, Dallas, TX 75219. 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 Grantor has and by these presents does hereby quitclaim and forever release to Grantee and Grantee's heirs, successors and assigns, all of such right, title and interest as Grantor has or may have in or to those certain lots or parcels of land situated in Henderson County, North Carolina and more particularly described as follows:

See "EXHIBIT A" attached hereto and incorporated herein by reference as if fully



TO HAVE AND TO HOLD said lot or parcel of land, together with all rights, privileges, easements and appurtenances thereto belonging to Grantee, its heirs, successors and assigns, free and

Submitted electronically by "First National Financial Title Services, LLC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Henderson County Register of Deeds.

BK 3970 PG 91 - 95 (5) DOC# 987503

clear of all right, title, claim or interest of the Grantor thereto. Grantor makes no warranty, express or implied, as to the title to the property herein described.

Title to the property hereinabove described is specifically conveyed subject to the following exceptions: (a) the lien of ad valorem real property taxes and assessments for the current year and for subsequent years; (b) all easements, covenants, conditions, restrictions, and other agreements of record encumbering the property hereby conveyed and created or conveyed by Grantor; and (c) all matters which would be disclosed by a current, accurate on the ground survey, of the property hereby conveyed.

[Signature Page Follows]

Section 7, Item C.

BK 3970 PG 91 - 95 (5) DOC# 987503

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be duly executed and delivered.

ASHEVILLE INDUSTRIAL OWNER LLC, a Delaware limited liability company By: Name: Ron J. Hoyl

Title: Vice President

Section 7, Item C.

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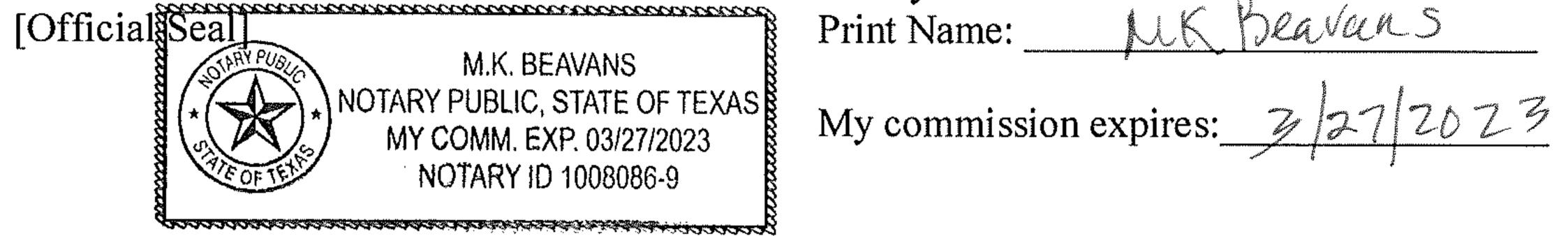
BK 3970 PG 91 - 95 (5) DOC# 987503

SEAL-STAMP STATE OF TEXAS, COUNTY OF DALLAS

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: title of person signing] Vice President

2022 Date:

Seaver Notary Public Print Name: MK Beavan S



The foregoing Certificate(s) of

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.

REGISTER OF DEEDS FOR

COUNTY

Deputy/Assistant - Register of Deeds By: _____

Section 7, Item C.

DOC# 987503

Exhibit A

Legal Description

The land referred to herein is situated in the County of Henderson, State of North Carolina, and is described as follows:

Lots 3, 4 and 5 as shown on that plat entitled "PLAT OF SURVEY FOR ASHEVILLE INDUSTRIAL OWNER LLC", dated September 26, 2022, prepared by Hill and Associates, Surveyors, P.A. and recorded in Map Book 2022 Page 14437, Henderson County Registry, reference to which is hereby made and incorporated herein for greater certainty of description.

BK 3970 PG 91 - 95 (5)

323

Section 7, Item C.



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

~ A typed boundary description of the property

Date 04/12/2023 Location / Property Address 337 MCMURRAY RD					
List 10 digit PIN or 7 digit PID number 9588311844					
Does this property adjoin the present City Limits?					
Is the property within the ETJ?					
Reason for annexation Utilities					
Applicant Name Oppidan Inc.					
Address 400 Water St. Excelsior MN,					
Phone Fax Email					
Property Owner: Name Asheville Industrial Owner II, LLC					
Address 3953 MAPLE AVE, DALLAS, TX, 75219					
Signature SM					
Printed Name					
Official Use: DATE RECEIVED: BY					



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

in the state of North Carolina.

 $\ensuremath{\,^{\sim}}$ A typed boundary description of the property

Date 04/12/2023 Location / Property Address 542 MCABEE CT					
List 10 digit PIN or 7 digit PID number 9588239432					
Does this property adjoin the present City Limits?					
Is the property within the ETJ?					
Reason for annexation Utilities					
Applicant Name Oppidan Inc.					
Address 400 Water St. Excelsior MN,					
Phone Fax Email					
Property Owner: Name Asheville Industrial Owner II, LLC					
Address 3953 MAPLE AVE, DALLAS, TX, 75219					
Signature					
Printed NameDave Scott					
Official Use: DATE RECEIVED: BY					

Section 7, Item C.



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 04/12/2023 Location / Property Address 405 MCABEE CT			
List 10 digit PIN or 7 digit PID number 9588138975			
Does this property adjoin the present City Limits?			
Is the property within the ETJ?			
Reason for annexation Utilities			
Applicant Name Oppidan Inc.			
Address 400 Water St. Excelsior MN,			
Phone Email			
Property Owner: Name Asheville Industrial Owner II, LLC			
Address 3953 MAPLE AVE, DALLAS, TX, 75219			
Signature			
Printed NameDave Scott			
Official Use: DATE RECEIVED: BY			

Section 7, Item C.



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 04/12/2023 Location / Property Address 117 MCABEE CT				
List 10 digit PIN or 7 digit PID number 9588228495				
Does this property adjoin the present City Limits?				
Is the property within the ETJ?				
Reason for annexation Utilities				
Applicant Name Oppidan Inc.				
Address 400 Water St. Excelsior MN,				
Phone Fax Email				
Property Owner: Name Asheville Industrial Owner, LLC				
Address 3953 MAPLE AVE, DALLAS, TX, 75219				
Signature				
Printed Name				
Official Use: DATE RECEIVED: BY				



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 04/12/2023 Location / Property Address 118 MCABEE CT				
List 10 digit PIN or 7 digit PID number 9588233192				
Does this property adjoin the present City Limits?				
Is the property within the ETJ?				
Reason for annexation Utilities				
Applicant Name Oppidan Inc.				
Address 400 Water St. Excelsior MN,				
Phone Fax Email				
Property Owner: Name Asheville Industrial Owner, LLC				
Address 3953 MAPLE AVE, DALLAS, TX, 75219				
Signature Dort				
Printed Name				
Official Use: DATE RECEIVED: BY				

State of North Carolina Department of the Secretary of State SOSID: 2358139 Date Filed: 2/16/2 Section 7, Item C. Elaine F. I North Carolina Secretary of State

C2022 047 00775

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR LIMITED LIABILITY COMPANY

Ce	ertificat	te of Authority to trar	sact business in the State	of North Carolin	a, and for	limited liability company hereby a that purpose submits the following	;;
1.	The n	ame of the limited lia	bility company is	lle Industrial Ow	ner LLC		;
						North Carolina, the name the limite	
	liabili	ity company wishes to	o use is				
2.	The s	tate or country under	whose laws the limited lia	bility company v	vas forme	d is	
3.	Princi	ipal office information	n: (Select either a or b.)				
			ity company has a princip lelephone number:				
		The street address an	d county of the principal o Woodlawn Hall at Old Pa	office of the limit	ted liabilit	y company is:	
						County:	
						office of the corporation is:	
		Number and Street:					
		City:	State:	Zip Code:		County:	
	b.	The limited liabi	lity company does not hav	e a principal offi	ce.		
4.	The 1	name of the registered	l agent in the State of Nor	th Carolina is:	T Corpor	ation System	•
5.	The s	street address and cou	nty of the registered agen	t's office in the S	tate of No	orth Carolina is:	
	Num	ber and Street:	line Lake Ct., Ste. 200				
	City:	Raleigh	State: NC		5-6417	County:	
6.		North Carolina mailin lina is:	ng address, <i>if different fro</i>	m the street addi	ress, of th	e registered agent's office in the St	ate of North
	Num	ber and Street:					
	City	•	State: NC	Zip Code:		County:	

APPLICATION FOR CERTIFICATE OF AUTHORITY Page 2

7. The names, titles, and usual business addresses of the current company officials of the limited liability company are: *(use attachment if necessary) (This document must be signed by a person listed in item 7.)*

Name and Title	<u>Business Address</u>
Ron J. Hoyl, Vice President	3953 Maple Avenue, Suite 300, Dallas, Texas 75219
 having custody of limited liability company reco less than six months old. A photocopy of the of 9. If the limited liability company is required to use a 	a fictitious name in order to transact business in this State, a copy of the
resolution of its managers adopting the fictitious	
 (Optional): Please provide a business e-mail addu The Secretary of State's Office will e-mail the business filed. <u>The e-mail provided will not be viewabus</u> the instructions for this document. 	ress: Privacy Redaction usiness automatically at the address provided above at no cost when a document ble on the website. For more information on why this service is offered, please see
11. This application will be effective upon filing, unl	less a delayed date and/or time is specified:
This the $_^{14}$ day of $_^{\text{February}}$, 20 $_^{22}$	
	Asheville Industrial Owner LLC
	Name of Limited Liability Company
	Signature of Company Official
	Ron J. Hoyl, Vice President
	Type or Print Name and Title
Notes:	

1. Filing fee is \$250. This document must be filed with the Secretary of State.

Section 7, Item C.

Page 1



The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ASHEVILLE INDUSTRIAL OWNER LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTEENTH DAY OF FEBRUARY, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



Jatiney W. Bullock. Secretary of Scale

Authentication: 202673576 Date: 02-16-22

6611301 8300

SR# 20220533482 You may verify this certificate online at corp.delaware.gov/authver.shtml

ACTION BY WRITTEN CONSENT OF THE EXECUTIVE COMMITTEE OF SOUTHEAST INDUSTRIAL VENTURE LLC, THE SOLE MEMBER OF ASHEVILLE INDUSTRIAL OWNER LLC

June 10, 2022

The undersigned, constituting a majority of the members of the executive committee (the "<u>Executive Committee</u>") of Southeast Industrial Venture LLC, the sole member ("<u>Sole Member</u>") of Asheville Industrial Owner LLC, a Delaware limited liability company (the "<u>Company</u>"), hereby consents in writing to the adoption of the following resolutions, effective as of the date first above written:

ACQUISITION

WHEREAS, the Company will acquire (the "Acquisition") those certain real properties located in the County of Henderson, North Carolina (collectively, the "Property"); and

WHEREAS, the Company may execute, acknowledge (if applicable) and deliver certain documents and agreements as is necessary or desirable to fully authorize and consummate the Acquisition and otherwise in connection with owning, operating, managing, controlling, directing, developing, leasing, improving, constructing, marketing, selling and/or disposing the Property, including without limitation, (x) that certain Purchase and Sale Agreement, made by and between John A. Hudgens, Jr. Family Limited Partnership, a Delaware limited partnership, as seller, and the Company, as buyer and successor-in-interest to Oppidan Holdings LLC, a Minnesota limited liability company, dated July 29, 2021, and (y) any other agreements or contracts contemplated by the foregoing (collectively, the "Transaction Documents").

AUTHORIZATION WITH RESPECT TO THE PROPERTY

NOW, THEREFORE, BE IT RESOLVED, that it is in the best interest of the Company to consummate the Acquisition; and it is further

RESOLVED, that the Transaction Documents and the consummation of the Acquisition be, and they hereby are, approved; and it is further

RESOLVED, that the Company, in the Company's own capacity is hereby authorized and directed to enter into the Acquisition (the terms and provisions of which being hereby approved), to which it is a party, with such modifications as Ron J. Hoyl or David Scott (the "<u>Authorized Signatory</u>") deems necessary or advisable; and it is further

RESOLVED, that Ron J. Hoyl, as Vice President, or David Scott, as Authorized Signatory, be, and hereby is, authorized and directed, on behalf of the Company to execute the Transaction Documents or other required documents and instruments in the name of the Company, in connection with the Acquisition, the construction and development of the Property and/or the other transactions contemplated in connection therewith; and it is further

RESOLVED, that the Company be and hereby is, authorized and directed to do any and all things deemed necessary or advisable in connection with the execution, delivery and performance by the Company of the Transaction Documents.

OMNIBUS AUTHORIZATION

NOW, THEREFORE, BE IT RESOLVED, that any and all past actions heretofore taken on behalf of the Company, or by its member or the Authorized Signatory in furtherance of any or all of the preceding resolutions set forth above be, and the same hereby are, ratified, confirmed and approved; and it is further

RESOLVED, that this Action by Written Consent of the Executive Committee of Southeast Industrial Venture LLC, the Sole Member of the Company may be executed in one or more counterparts, all of which shall be considered one and the same consent.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

(Signature Page attached)

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent of the Executive Committee as of the date first written above.

EXECUTIVE COMMITTEE:

Im Lill

Thomas Gilbane

Ron J. Hoyl



[Signature Page to Action by Written Consent of the Executive Committee of Southeast Industrial Venture LLC - Asheville Industrial Owner LLC] State of North Carolina Department of the Secretary of State

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR LIMITED LIABILITY COMPANY

	rsuant to §57D-7-03 of the General Statutes of North Carolina, the undersigned limited liability company hereby applies for a ertificate of Authority to transact business in the State of North Carolina, and for that purpose submits the following:
1.	The name of the limited liability company is;
	and if the limited liability company name is unavailable for use in the State of North Carolina, the name the limited
	liability company wishes to use is
2.	The state or country under whose laws the limited liability company was formed is
3.	Principal office information: (Select either a or b.)
	a. X The limited liability company has a principal office.
	The principal office telephone number:
	The street address and county of the principal office of the limited liability company is:
	Number and Street:
	City: State: TX Zip Code: 75219 County: Dallas
	The mailing address, if different from the street address, of the principal office of the corporation is:
	Number and Street:
	City: State: Zip Code: County:
	b. The limited liability company does not have a principal office.
4.	The name of the registered agent in the State of North Carolina is:
5.	The street address and county of the registered agent's office in the State of North Carolina is:
	Number and Street:
	Number and Street: 160 Mine Lake Ct., Ste. 200 City: Raleigh, State: NC Zip Code: 27615-6417 County: Wake
6.	The North Carolina mailing address, <i>if different from the street address</i> , of the registered agent's office in the State of North Carolina is:
	Number and Street:
	City:State: NC Zip Code:County:

APPLICATION FOR CERTIFICATE OF AUTHORITY Page 2

7. The names, titles, and usual business addresses of the current company officials of the limited liability company are: *(use attachment if necessary) (This document must be signed by a person listed in item 7.)*

<u>Name and Title</u>	Business Address
Ron J. Hoyl, Vice President	3953 Maple Avenue, Suite 300, Dallas, Texas 75219
	cument of similar import), duly authenticated by the secretary of state or other official records in the state or country of formation. <u>The Certificate of Existence must be</u> the certification cannot be accepted.
 If the limited liability company is required to resolution of its managers adopting the ficti- 	use a fictitious name in order to transact business in this State, a copy of the tious name is attached.

- 10. (Optional): Please provide a business e-mail address: _______. The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is offered, please see the instructions for this document.
- 11. This application will be effective upon filing, unless a delayed date and/or time is specified:

		_		
Asheville	Industrial	Owner	Π	LLC

nited Liability Company Neme of Li Signature of Company Official

Ron J. Hoyl, Vice President

Type or Print Name and Title

Notes: 1. Filing fee is \$250. This document must be filed with the Secretary of State.

Section 7, Item C.

Page 1



The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ASHEVILLE INDUSTRIAL OWNER II LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF SEPTEMBER, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



Jaffrey W. Bullock, S eretary of State

Authentication: 204517216 Date: 09-29-22

7058337 8300

SR# 20223659013 You may verify this certificate online at corp.delaware.gov/authver.shtml

ACTION BY WRITTEN CONSENT OF THE EXECUTIVE COMMITTEE OF SOUTHEAST INDUSTRIAL VENTURE LLC, THE SOLE MEMBER OF ASHEVILLE INDUSTRIAL OWNER II LLC

June 10, 2022

The undersigned, constituting a majority of the members of the executive committee (the <u>"Executive Committee"</u>) of Southeast Industrial Venture LLC, the sole member <u>("Sole Member"</u>) of Asheville Industrial Owner II LLC, a Delaware limited liability company (the <u>"Company"</u>), hereby consents in writing to the adoption of the following resolutions, effective as of the date first above written:

ACQUISITION

WHEREAS, the Company will acquire (the <u>"Acquisition"</u>) those certain real properties located in the County of Henderson, North Carolina (collectively, the <u>"Property"</u>); and

WHEREAS, the Company may execute, acknowledge (if applicable) and deliver certain documents and agreements as is necessary or desirable to fully authorize and consummate the Acquisition and otherwise in connection with owning, operating, managing, controlling, directing, developing, leasing, improving, constructing, marketing, selling and/or disposing the Property, including without limitation, (x) that certain Purchase and Sale Agreement, made by and between John A. Hudgens, Jr. Family Limited Partnership, a Delaware limited partnership, as seller, and the Company, as buyer and successor-in-interest to Oppidan Holdings LLC, a Minnesota limited liability company, dated July 29, 2021, and (y) any other agreements or contracts contemplated by the foregoing (collectively, the <u>"Transaction Documents").</u>

AUTHORIZATION WITH RESPECT TO THE PROPERTY

NOW, THEREFORE, BE IT RESOLVED, that it is in the best interest of the Company to consummate the Acquisition; and it is further

RESOLVED, that the Transaction Documents and the consummation of the Acquisition be, and they hereby are, approved; and it is further

RESOLVED, that the Company, in the Company's own capacity is hereby authorized and directed to enter into the Acquisition (the terms and provisions of which being hereby approved), to which it is a party, with such modifications as Ron J. Hoyl or David Scott (the <u>"Authorized Signatory"</u>) deems necessary or advisable; and it is further

RESOLVED, that Ron J. Hoyl, as Vice President, or David Scott, as Authorized Signatory, be, and hereby is, authorized and directed, on behalf of the Company to execute the Transaction Documents or other required documents and instruments in the name of the Company, in connection with the Acquisition, the construction and development of the Property and/or the other transactions contemplated in connection therewith; and it is further

RESOLVED, that the Company be and hereby is, authorized and directed to do any and all things deemed necessary or advisable in connection with the execution, delivery and performance by the Company of the Transaction Documents.

OMNIBUS AUTHORIZATION

NOW, THEREFORE, BE IT RESOLVED, that any and all past actions heretofore taken on behalf of the Company, or by its member or the Authorized Signatory in furtherance of any or all of the preceding resolutions set forth above be, and the same hereby are, ratified, confirmed and approved; and it is further

RESOLVED, that this Action by Written Consent of the Executive Committee of Southeast Industrial Venture LLC, the Sole Member of the Company may be executed in one or more counterparts, all of which shall be considered one and the same consent.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

(Signature Page attached)

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent of the Executive Committee as of the date first written above.

EXECUTIVE COMMITTEE:

Im All

Thomas Gilbane

Ron J. Hoyl



[Signature Page to Action by Written Consent of the Executive Committee of Southeast Industrial Venture LLC - Asheville Industrial Owner LLC]

Ad Preview

PUBLIC HEARING NOTICE

Notice is hereby given that the City of Hendersonville City Council will hold three public hearings on Thursday, June 1, 2023, at 5:45 p.m., or as soon thereafter as possi-ble in the City Operations Assembly Room located at 305 Williams Street, Hender-sonville NC to consider the following:

following: I. Standard Rezoning – 2511 Asheville Highway (P23-024-RZO) - Application for a Standard Rezoning from Shane Laughter, applicant, and Rannie Grav, owner. The applicant is requesting to rezone the subject prop-erty (PINs: 9569-39-8890 and a portion of 9569-49-0440 lo-cated at 2511 Asheville High-way, from C-3, Highway Business and R-15, Medium Density Residential Zoning District to C-3, Highway Business Zoning District. II. Annexation Petition – Clear Creek (C23-30-ANX) -Application from the City of Hendersonville for the conti-guous annexation of two par-cels identified as taxo parcels 9569-89-2546 and 9569-99-1499 located west of Clear Creek Road. III. Annexation Petition –

located west of Clear Creek Road. III. Annexation Petition – Blue Ridge Commerce (P23-30-ANX) - Application from Asheville Industrial Owner LLC and Asheville Industrial Owner II LLC for the satel-lite annexation of five por-clear identified T37 98-831-194 Identified T37 98-83-194 Identified T37 98-83-194 Identified T37 98-83-194 Identified T37 98-83-194 Identified T37 98-82-195 Iocated of S2 McKabee C1, PIN 9588-73-8975 located of 405 McAbee C1, PIN 9588-73-192 Iocated of T17 McAbee C1, and PIN 9588-73-1922 located at T18 McAbee C1. DigitalWritten public hear-ing comments must be re-ceived hwenty-four hours-prior to the meeting (by 5-45 2073) to be considered by the C1H Council's Public Com-ment Policy, available on the C1H's website. Public hearing comments for these purticipating live via 200M at the designated time at this meeting. For security reasons screen sharing will not be allowed. Anyone will able on the designated time at this meeting. For security these public hearing comments for these public hearing rom those di-these public hearing rom those di-these public hearing to submit their comment. It is not ne-casw/comment to submit their comment. It is not ne-casovice power will be avail-canders Visiting https://www.hendersonvillenci. Cable on the City's website calendar by visiting https://www.hendersonvillenci. Cable on the City's website calendar by visiting https://www.hendersonvillenci. Cable on the City's website calendar by visiting https://www.hendersonvillenci. Cable on the City's website calendar by visiting https://www.hendersonvillenci. Cable on the City's website calendar by visiting https://www.hendersonvillenci. Cable on the City's website calendar by visiting https://www.hendersonvillenci. Cable on the City's website cas with the Anneri-cans with Disabilities Act (ADA). S



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY PLANNING DIVISION

SUBMITTER:	Alexandra Hunt	MEETING DATE:	June 1, 2023
AGENDA SECTION:	New Business	DEPARTMENT:	Community Development
	Description Standard Desc		(D22,024,D70)

TITLE OF ITEM:Rezoning: Standard Rezoning - 2511 Asheville Hwy (P23-024-RZO) -
Alexandra Hunt, Planner I

<u>SUGGESTED MOTION(S)</u>:

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 proposed property boundary as shown in Exhibit A (PINs: 9569-39-8890 and a portion of 9569-49-0448 from R- 15 (Medium Density Residential) and C-3 (Highway Business) to C-3 (Highway Business) based on the following:	For Recommending Denial: I move City Council <u>deny</u> an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the proposed property boundary as shown in Exhibit A (PINs:9569-39-8890 and a portion of 9569-49-0448) from R-15 (Medium Density Residential) and C-3 (Highway Business) to C-3 (Highway Business) based on the following:		
1. 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 the public hearing, and because:	1. 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 the public hearing, and because:		
1. The High Intensity Neighborhood designation calls for single-family attached as a primary land use; and public uses, offices and retail along thoroughfares as a secondary land uses and the proposed zoning district permits single-family residential uses as well as offices, business, professional and public and retail uses.	1. The High Intensity Neighborhood designation calls for single-family attached as a primary land use; and public uses, offices and retail along thoroughfares as a secondary land uses and the proposed zoning district permits single- family residential uses as well as offices, business, professional and public and retail uses.		
2. We [find] this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:	2. We <u>[do not find]</u> this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:		
1. The proposed zoning district is compatible with the surrounding area because the proposed area to be rezoned permits the same land uses as parcels that front Asheville Hwy.	 The proposed zoning district is incompatible with the surrounding area because it permits a range of high intensity commercial businesses. The petition to reduce the minimum lot size for 		
 The petition eliminates an existing legal non- conforming use. The topography of the site is oriented to a major 	residential uses is out of character with the surrounding land uses.		
commercial artery.	[DISCUSS & VOTE]		

tition creates the opportunity for	
[DISCUSS & VOTE]	
e	ercial infill development. [DISCUSS & VOTE]

SUMMARY: The City of Hendersonville is in receipt of an application for a Standard Rezoning from Shane Laughter [Applicant] and Ronnie Gray [Owner]. The applicant is requesting to rezone the proposed property as shown in Exhibit A (PINs:9569-39-8890 and a portion of 9569-49-0448) totaling approximately 4.54 acres located at 2511 Asheville Highway, from C-3Highway Business and R-15 Medium Density Residential, to C-3 Highway Business.

The City of Hendersonville Zoning Ordinance states that, during a standard rezoning process, an applicant is prohibited from discussing the specific manner in which they intend to develop or use a site.

If rezoned, there will not be a binding site plan, list of uses nor any conditions placed on the site. All permitted uses within the C-3 district would be allowed on the site.

PROJECT/PETITIONER NUMBER:	P23-024-RZO
PETITIONER NAME:	 Shane Laughter [Applicant] Ronnie Gray [Owner]
ATTACHMENTS:	 Staff Report Draft Ordinance Proposed Zoning Map Application Exhibit A – Proposed Property Boundary Planning Board Summary

<u>STANDARD REZONING: 2511 Asheville Hwy (P23-024-RZO)</u> CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT STAFF REPORT

PROJECT SUMMARY	. 2
EXISTING ZONING & LAND USE	
SITE IMAGES	. 4
SITE IMAGES	. 5
REZONING ANALYSIS – COMPREHENSIVE PLAN CONSISTENCY (ARTICLE 11-4)	. 8
REZONING ANALYSIS – GENERAL REZONING STANDARDS (ARTICLE 11-4)	10
DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS STATEMENT	



- Project Name & Case #:
 - o 2511 Asheville Hwy Rezoning
 - P23-024-RZO
- Applicant & Property Owner:
 - Shane Laughter [Applicant]
 - Ronnie Gray and Larry Holbert [Owners]
- Property Address:
 - 2511 Asheville Hwy and 106 Halsbury Ave
- Parcel Identification (PINs) for Existing Parcel:
 - 9569-39-8890
- Acreage for Existing Parcel:

o 3.74 Acres

- Acreage for Proposed Property Boundary:
 ~ 4.54 Acres
- Existing Parcel Zoning:
 - C-3 Highway Business & R-15 Medium Density Residential
- Requested Zoning:
 - o C-3 Highway Business
- Future Land Use Designation:
 - High Intensity Neighborhood



FIGURE A - SITE VICINITY MAP

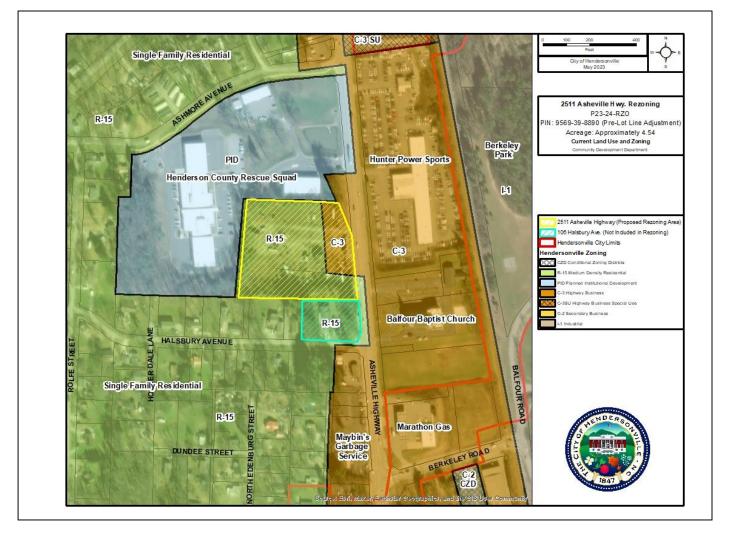
The City of Hendersonville is in receipt of an application for a Standard Rezoning from Shane Laughter [Applicant] and Ronnie P. Gray [Owner]. This application was continued from the April 13th Planning Board meeting.

The applicant requested the continuance to have the existing parcel (PIN:9569-39-8890) totaling 3.74 acres located at 2511 Asheville Highway surveyed for a lot line adjustment. The applicant is still requesting to rezone the proposed property boundary as shown in Figure A (above) and attached as Exhibit A, from C-3 Highway Business and R-15 Medium Density Residential, to C-3 Highway Business.

The City of Hendersonville Zoning Ordinance states that, during a standard rezoning process, an applicant is prohibited from discussing the specific manner in which they intend to develop or use a site.

If rezoned, there will <u>not</u> be a binding site plan, list of uses nor any conditions placed on the site. All permitted uses within the <u>C-3 district</u> would be allowed on the site.

EXISTING ZONING & LAND USE



City of Hendersonville Current Zoning & Land Use Map

The area around the existing parcel contains primarily residential and commercial uses including the Henderson County Rescue Services complex that is zoned planned institution development. The existing parcel is split-zoned both C-3 Highway Business and R-15 Medium Density Residential, with C-3 fronting Asheville Hwy and R-15 in the rear.

The area to the west of the existing parcel and the proposed parcel boundary is zoned R-15 and contains mostly single-family residential uses. The area to the east of the subject property is zoned C-3 and contains mostly commercial uses such as Hunter Power Sports dealership and service center.

SITE IMAGES



View along Asheville Hwy facing south



View along Asheville Hwy facing north

SITE IMAGES



View of existing conditions of the existing parcel



View of existing conditions of the subject property

SITE IMAGES

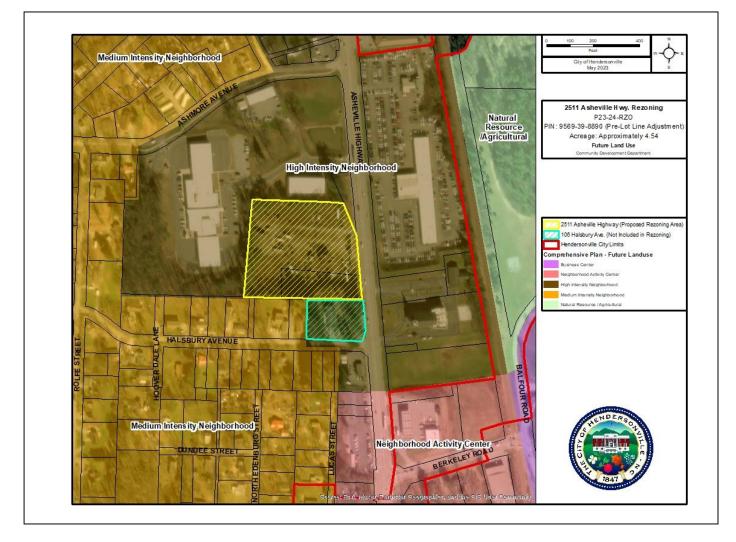


View of existing conditions of the subject property



View of existing conditions of the subject property

FUTURE LAND USE



City of Hendersonville Future Land Use Map

The 2030 Comprehensive Plan's Future Land Use Map designates the existing parcel and the proposed parcel boundary as High Intensity Neighborhood. This designation is prevalent for most of the parcels directly across from the subject property that front Asheville Highway.

The parcels to the west of the existing parcel and proposed parcel boundary are designated Medium Intensity Neighborhood. Parcels located south of the existing parcel and the proposed parcel boundary that front Asheville Highway are designated as Neighborhood Activity Center.

Properties further east of the subject property and across Asheville Highway are designated as Natural Resource and Agriculture.

REZONING ANALYSIS - COMPREHENSIVE PLAN CONSISTENCY (ARTICLE 11-4)

COMPREHENSIVE PLAN CONSISTENCY

 Existing or planned high-density housing neighborhoods (greater than eight units per acre) Priority infill development areas where high-density development is desirable and/or expected, including: Boulevard and Major Thoroughfare corridors near Neighborhood Activity Centers Strategy LU-7.2. Primary recommended land uses: Single-family attached [CONSISTENT] and Multi-family residential [INCONSISTENT] Planned Residential Developments [CONSISTENT] Planned Residential Developments [CONSISTENT] Plained Residential alogy thoroughfares [CONSISTENT] Offices and retail along thoroughfares [CONSISTENT] Strategy LU-7.4. Development guidelines: Eight or more units per gross acre [INCONSISTENT ~ R-15 = 3 units per acre] Placement of higher-intensity uses (e.g. office or higher-density residential) close to Boulevards and Major Thoroughfares, and/or adjacent to Neighborhood and Regional Activity Centers [CONSISTENT] At least 60% open space in new residential developments greater than three acres [INCONSISTENT] Architectural guidelines to encourage compatibility between different land uses (e.g. similarities in building height, massing, roof pitch, and rhythm of windows and façade detailing) [INCONSISTENT] 	Future Land Use	 per acre) Priority infill development areas where high-density development is desirable and/or expected, including: Boulevard and Major Thoroughfare corridors near Neighborhood Activity Centers Strategy LU-7.2. Primary recommended land uses: Single-family attached [CONSISTENT] and Multi-family residential [INCONSISTENT] Planned Residential Developments [CONSISTENT] Strategy LU-7.3 Secondary recommended uses: Public and institutional uses [CONSISTENT] Offices and retail along thoroughfares [CONSISTENT] Strategy LU-7.4. Development guidelines: Eight or more units per gross acre [INCONSISTENT ~ R-15 = 3 units per acre] Placement of higher-intensity uses (e.g. office or higher-density residential) close to Boulevards and Major Thoroughfares, and/or adjacent to Neighborhood and Regional Activity Centers [CONSISTENT] At least 60% open space in new residential developments greater than three acres [INCONSISTENT] Architectural guidelines to encourage compatibility between different land uses (e.g. similarities in building height, massing, roof pitch, and rhythm of windows and
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Land Use & Development	Growth Management (Map 8.3a): Designated as a "Priority Infill Area" <u>Priority Infill Area</u> - 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] Goal LU-1. Encourage infill development that utilizes existing infrastructure in order to maximize public investment and revitalize existing neighborhoods. [CONSISTENT]
	Strategy PH-1.1 – Promote Compatible infill development.
Population & Housing	Goal PH-2 – Encourage a wide range of housing types and price points in order to meet the diverse and evolving needs of current and future residents, match the housing supply with the local workforce, and promote diverse neighborhoods. Strategy 2.3- Allow housing arrangements in existing and new neighborhoods that provide affordable and/or multigenerational housing alternatives in single-family neighborhoods
	Goal PH-3 – Promote safe and walkable neighborhoods. Strategy PH-3.2 - Encourage mixed land use patterns that place residents within walking distance of services.
Natural & Environmental Resources	Goal NR-1 - Preserve environmentally sensitive areas in order to protect life and property from natural hazards, protect water resources, and preserve natural habitat. 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.
	Strategy NR-2.1. Encourage clustered development that preserves open space while allowing a return on investment.
Cultural & Historic ResourcesNo 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 2.2-Prevent development of floodplains and stream corridors in order to preserve natural drainage patterns and improve the quality of stormwater runoff.
Transportation & Circulation	A "Proposed Gateway" is designated on Map 7.3a at the intersection of Halsbury Ave and Asheville Hwy. Goal TC-5 – Enhance key gateways to the community in order to present a positive first impression and increase civic pride.

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 – The area around the existing parcel contains both residential and commercial uses. The subject property (9569-39-8890) is split-zoned both C-3 and R-15 with C-3 zoning fronting Asheville Hwy. The existing parcel abuts PID zoning on the northern and western borders of the parcel and R-15 on the southern border. The topography of the proposed rezoning area is oriented towards Asheville Hwy with access to the proposed rezoning area provided from Asheville Hwy.		
Changed	Whether and the extent to which there are changed conditions, trends or facts that require an amendment -		
Conditions	Parcels that front Asheville Highway are either zoned C-3 Highway Business or PCD Planned Commercial Development.		
Public Interest	Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public health, safety and general welfare - The rezoning would eliminate any non-commercial zoning for parcels that		
Public Facilities	front Asheville Hwy. 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 A Water / Sewer Availability Request has not been received for this project. The site will be served by a NCDOT maintained road which is classified as a "major thoroughfare" in the comprehensive plan.		
Effect on Natural	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 -		
Environment	The existing parcel is a developed parcel that is comprised of mostly impervious surfaces with some trees and vegetation bordering the property boundary lines on the north, west, and south. Additionally, a blue line stream exists at the northwestern corner of the parcel.		

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 High Intensity Neighborhood designation calls for single-family attached as a primary land use, and public uses, offices and retail along thoroughfares as a secondary land use and the proposed zoning district permits single-family residential uses as well as offices, business, professional and public and retail uses.

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:

DRAFT [Rationale for Approval]

- The proposed zoning district is compatible with the surrounding area because the proposed area to be rezoned permits the same land uses as parcels that front Asheville Hwy.
- The petition eliminates an existing legal non-conforming use.
- The topography of the site is oriented to a major commercial artery.
- The petition creates the opportunity for commercial infill development.

DRAFT [Rational for Denial]

- The proposed zoning district does not permit multi-family residential.
- The proposed zoning district does not contain architectural guidelines and does not encourage pedestrian access.
- The proposed zoning district does not require a minimum 60% open space.

Ordinance #

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCEL DESCRIBED IN THE PLAT RECORDED IN BOOK 2023-____ (PREVIOUSLY PARCEL NUMBERs: 9569-39-8890 AND A PORTION OF 9569-49-0448) BY CHANGING THE ZONING DESIGNATION FROM R-15 (MEDIUM DENSITY RESIDENTIAL) AND C-3 (HIGHWAY BUSINESS) TO C-3 (HIGHWAY BUSINESS)

IN RE: Parcel described in the plat recorded in Book 2023- (Previously Parcel Number 9569-39-8890 and a portion of 9569-49-0448) (File # P23-024-RZO)

WHEREAS, the City is in receipt of a Zoning Map Amendment application from Shane Laughter [Applicant] and Ronnie Gray [Owner].

WHEREAS, the Planning Board took up this application at its regular meeting on May 11th, 2023; voting ______ to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on _____, 2023, and

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

- Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Being all of that real property described in the plat recorded in Book 2023-_____ [to be inserted at recording of the plat] of the Henderson County Registry (previously Parcel Number 9569-39-8890 and a portion of 9569-49-0448) from R-15 Medium Density Residential and C-3 Highway Business to C-3 Highway Business.
- 2. Any development of the parcels shall occur in accordance with the Zoning Ordinance of the City of Hendersonville, North Carolina.
- 3. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this _____ day of _____ 2023.

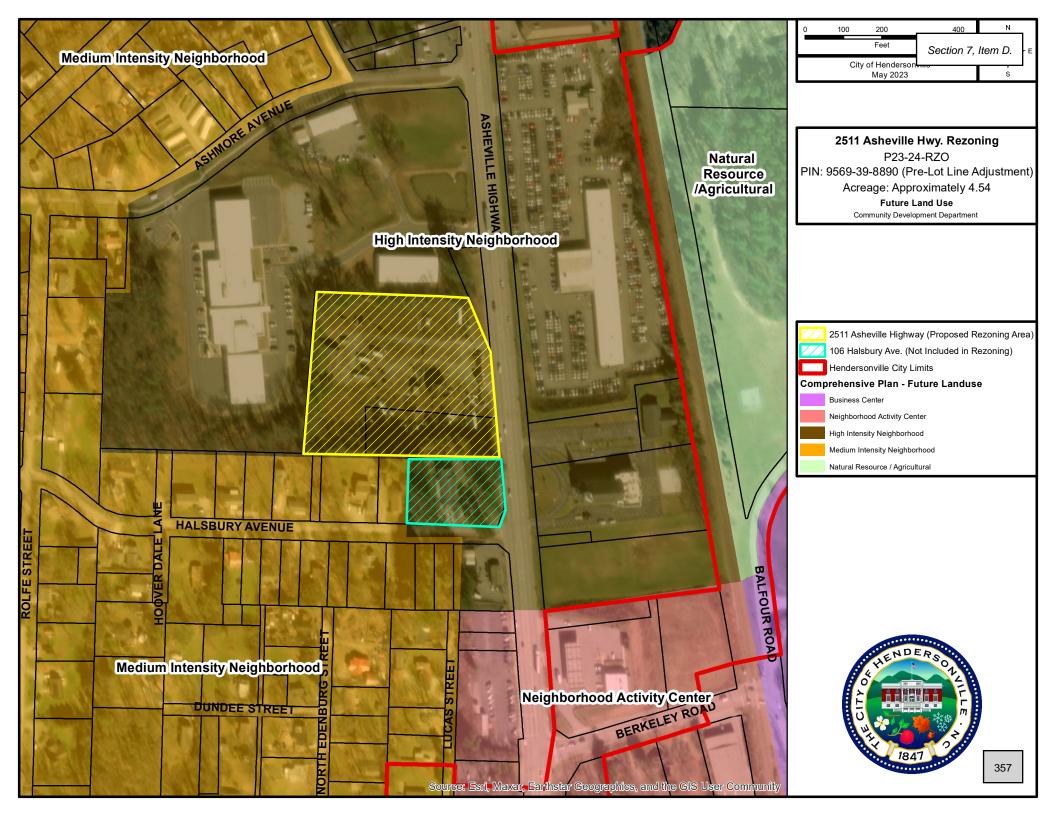
Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



Section 7, Item D.



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

Zoning Ordinance Map Amendment Section 11-1 of the City Zoning Ordinance

The following are the <u>required</u> submittals for a complete application for a Zoning Map Amendment. 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. Completed Signature Page (completed Owner's Affidavit if different from applicant)

3. Application Fee

A. Property Information

Date:	2/21/2023			
PIN(s)	95693988	390, 9569490448	, 9569491915	
		tion of Proportiv	2511 Asheville Hwy & 106 Halsbury Ave	
Curre	nt Zoning:	C-3 & R-15		
Propos	sed Zoning:	C-3		

B. Adjacent Parcel Numbers and Uses	
PIN: 9660306082	Use: Henderson County EMS
PIN: 9569398485	Use: Residential
PIN:	Use:
PIN:	Use:
PIN:	Use:
Office Use: Date Received:	By:Fee Received? Y/N

C. Applicant Contact Information	and the party of the	
Shane Laughter		
* Printed Applicant Name		
Printed Company Name (if applicable)		
Corporation Limited Liability Company	Trust	Partnership
Other:		
the		
Applicant Signature		
Applicant Title (if applicable)		
191 Twin Springs Rd		
Address of Applicant		
Hendersonville, NC 28792		
City, State, and Zip Code		
828-606-5035		
Telephone		
shane@fletchergrading.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.

Section 7, Item D.

0. Property Owner Contact Information (If different from Applicant)
Ronnie P Gray
Printed Property Owner Name
Printed Company Name (if applicable)
Corporation Limited Liability Company Trust Partnership
Other: Round Aroy Property Owner Signature
Property Owner Title (if applicable)
PO Box 1275
Address of Property Owner
Mountain Home, NC 28758
City, State, and Zip Code
828 606 8002 Telephone
connepeteblegmail.com

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.

D. Section 11-1 Standards

The advisability of amending the text of this Zoning Ordinance or the Official Zoning Map is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt or disapprove the proposed amendment to the text of this Ordinance or the Official Zoning Map, the City Council shall consider the following factors among others:

a) **Comprehensive Plan Consistency** – Consistency with the Comprehensive Plan and amendments thereto.

Property located on Hwy 25 and is a commercial corridor.

b) Compatibility with surrounding uses – Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property. (Also, see NCGS 160-601 (d) Down-Zoning)

Property is adjacent to Henderson county EMS building and across from Hunter Automotive.

c) Changed Conditions. Whether and the extent to which there are changed conditions, trends or facts that require an amendment. (Also, see NCGS 160D-601 (d) Down-Zoning)

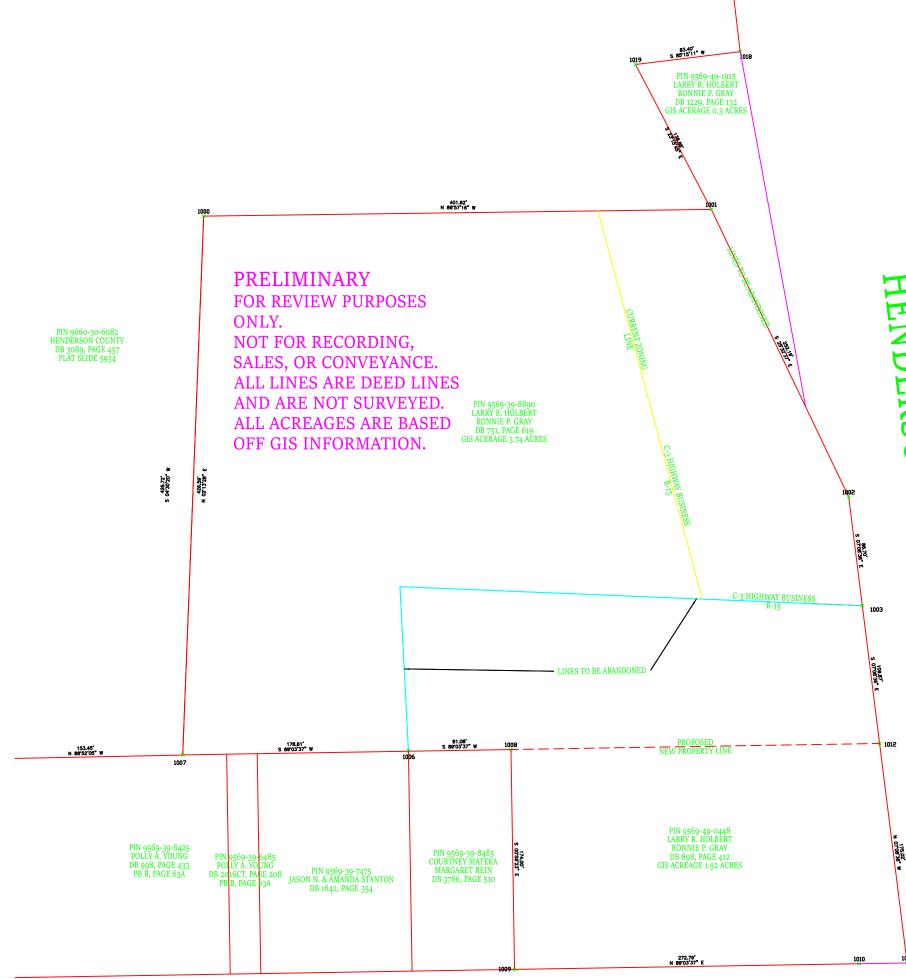
No changed conditions, just logical to be zoned C.3 since it is on Hwy 25 d) Public Interest. Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public heath, safety and general welfare. (Also, see NCGS 160D-601 (d) Down-Zoning)

zoning property to C.3 would not have an adverse effect on surrounding properties.

- e) 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. (Also, see NCGS 160D-601 (d) Down-Zoning)
 - Utilities are nearby and should not be an issue.

f) 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	re	snould	be	no	negative	Impac	:+
to	nei	gbors	on	any	environm	rental	issue.



Section 7, Item D.

HENDERSONVILLE ROAD

363



PETITION REQUEST: 2511 Asheville Hwy Rezoning - Standard Rezoning (R-15 & C-3 to C-3)

APPLICANT/PETITIONER: Shan Laughter [Applicant] and Ronnie P. Gray [Owner]

PLANNING BOARD ACTION SUMMARY:

Staff gave a <u>12-minute</u> presentation on the request - reviewing the guidance from the Comprehensive Plan as well as the criteria for considering a rezoning. The Planning Board asked questions related to application and the blue line stream at the northwest corner of the subject property and the direction the stream ran. In total Planning Board considered this item for <u>3 minutes</u>.

PUBLIC COMMENT:

The Aplicant did not provide public comment in regard to his petition.

There were no Public Comments.

DELIBERATION:

Some discussion occurred regarding the existing legal non-conforming use and this rezoning application would eliminate the non-conforming use. There was also a comment made about the parcel being split-zoned and that C-3 zoning is already present on the subject property.

MOTION:

Tamara Peacock moved that the Planning Board recommend approval providing the following:

COMPREHENSIVE PLAN CONSISTENCY STATEMENT:

The High Intensity Neighborhood designation calls for single-family attached as a primary land use, and public uses, offices and retail along thoroughfares as a secondary land use and the proposed zoning district permits single-family residential uses as well as offices, business, professional and public and retail uses.

REASONABLENESS STATEMENT:

[Rationale for Approval]

- 1. The proposed zoning district is compatible with the surrounding area because the proposed area to be rezoned permits the same land uses as parcels that front Asheville Hwy.
- 2. The petition eliminates an existing legal non-conforming use.
- 3. The topography of the site is oriented to a major commercial artery.
- 4. The petition creates the opportunity for commercial infill development.

BOARD ACTION

- Motion/Second: Peacock / Cromar
- Yeas: Robertson, Robinson, Peacock, Cromar
- Nays: N/A
- Absent: Brown, Hanley, Martin
- Recused: N/A



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	John Connet	MEETING DATE:	6/1/2023
AGENDA SECTION:	NEW BUSINESS	DEPARTMENT:	Administration
TITLE OF ITEM:	Utility Billing Policy Discussion -	– John Connet, City M	lanager

SUGGESTED MOTION(S):

I move that the City Council direct staff to take the following action regarding the Utility Billing Policies: ______.

SUMMARY:

Council Member Jerry Smith has asked that staff update the City Council on the City's policies associated with back billing.

BUDGET IMPACT: \$ TBD

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

If no, describe how it will be funded. TBD

ATTACHMENTS:

Customer Service Policies

Introduction

The policies and procedures contained in this document are intended to define the relationship between the customer of utility services including water, wastewater, stormwater and solid waste collection and the City of Hendersonville. These policies are, by notification of and available to all customers, made part of the contract for service entered into by the customer. By contracting for service, the customer acknowledges the applicability of these policies and procedures and agrees to abide by them.

Authority

The enactment of standard utility policies requires the approval of the City Council. As fee schedules, rates and other specific policies are updated, it will be the responsibility of the Finance Department to ensure this policy manual is revised in accordance with City Council action.

Office and Service Hours

The City Customer Service Department is located at 160 6th Avenue East and is open from 9 a.m. to 5 p.m. Monday through Friday. Routine and regular service work will be performed from 8 a.m. to 5 p.m. Monday through Friday except for City holidays. Service work for unusual conditions may be arranged at other times upon customer request and may require an additional fee.

A 24-hour drop box is available for customer payments in the City Hall 6th Avenue parking lot. Payments made after 8:00 am at the drop box are posted the next business day.

Privacy

Our application/agreement requires that the potential customer provide their social security number. We request this number to verify identity, check credit worthiness, protect sensitive account information, and collect delinquent balances. There is no statutory or other authority requiring any customer to provide a social security number. However, when customer billing data is requested, the last four digits of the social security number or Tax ID Number will be used to verify identity prior to any information being given out by staff. Staff members have the authority to request other verifying information to protect the City as well as City customers against fraud. Customer billing data is not considered public information. The City will ensure that customer information, including billing data, is safeguarded against unauthorized use. Please see the attached Customer Social Security Collection Form attached in Appendix 1.

A. Establishing Service.

All connections to the City of Hendersonville water and sewer system are required to have an active account. New service accounts are required to submit an application along with proper documentation for approval to the City of Hendersonville Customer Service Department to set up a customer account. Any connection that does not timely set up an account may be required to pay for all charges from time of connection to the most recent billing period prior to opening an account.

- 1. **Application**. A completed application for service must be received and reviewed for completeness by the Customer Service Department prior to installation of new service or releasing responsibility of prior customer if residence is sold, transferred, or leased to a new tenant. Service is conditioned on satisfaction of all previously owned (and still legally collectible) utility debts to the City.
 - i. As part of the application process, the City requires that the applicant provide a valid government issued identification document (driver's license, passport, state identification card, military identification card, etc.) and requests a social security number. A new application must be submitted for every connection, regardless of prior connections to an existing address or customer history. An application is provided in Appendix 1
 - ii. Property Owners shall provide a closing statement or deed to verify ownership. Property owners may have utilities connected at more than one location if all accounts remain in good standing with the City. Any delinquency for utility services at any location may prevent a property owner from establishing new service. Property owners with rental property are required to have service automatically revert to them when a tenant requests services to be discontinued in their name. This may prevent the owner from having to apply for service with each occurrence. A separate landlord agreement must be completed before tenants may start service in their name.
 - iii. Non-Property Owners shall provide the City with a copy of a lease/rental/occupancy agreement and may be limited to one service location at any given time. The non-property owner's utility account may be set up in the name or names specified in the lease/rental/occupancy agreement. In the event any person named in the lease has any outstanding utility debt with the City, that debt shall be paid in full prior to service connection. If a lease/rental/occupancy agreement cannot be provided, an Application for Utility Services may be denied.
 - iv. Multi-Unit Residencies shall provide the City with verification of ownership listing all units by street address and unit number, if applicable. Owners of the property shall provide the City with a list of authorized agents who act upon their behalf (e.g. site managers, real estate agents). The account may not be set up in the name of the property owner, site manager, or real estate agent. A federal identification number or social security number may be requested for access to account information and use in the collection of any delinquencies owed to the City. It is required that multi-unit establishments have account responsibility automatically revert to owner establishment when a tenant requests for services to be discontinued in their name. Multi-unit residency owners or agents

may have utilities connected at more than one location if all accounts remain in good standing with the City. Any prior delinquency for utility services at any location may prevent an owner from establishing new service.

- Revert-To-Owner Contract for Continuous Utility Service shall V. provide property owners and managers the ability to maintain continuous utility service while a rental unit is vacant. A Contract must be completed and a listing of all premises (service addresses) must be completed and submitted by the Owner(s)/Property Manager(s). By signing the contract, the owner(s) or manager(s) are agreeing to be responsible for utility services and related costs between the time service to outgoing tenants is terminated and service to incoming tenants is initiated, including base charges. Upon completion of the contract, staff may attach the contract to the property owners Customer Identification number, add all service addresses to the Revert-To-Owner Property Listing, set up owner information in the utility billing system, and file accordingly. The premise visit charge may only be charged to an account if utility service has not been previously established at a premises/service address in the name of the applicant. Utility bills for all properties included in the Contract may be sent to the mailing address provided on the Contract and may not be the same as one of the properties covered in the contract. Service is to automatically revert to the owner upon notification by a tenant to discontinue service in their name. As stated in the contract, no notification may be given to the owner/manager in such situation. If service is discontinued by the City due to non-payment or interference with normal service (i.e. meter tampering), service shall not automatically revert to the owner. Once service has been terminated for non-payment or interference with normal service has occurred, service at the premises may be reinstated only if (1) arrangements are made to pay in full all amounts due on the account in accordance with these policies; or (2) proof is provided to the City of Hendersonville that the non-paying tenant no longer occupies the premises. Owner(s)/Property Manager(s)/Tenants may be denied service in the instance the Owner(s)/Property Manager(s) are delinquent at any utility service location. The contract shall be made in an initial term of twelve months and shall be automatically renewed for subsequent terms of twelve month. Termination of the contract must be provided in writing by either part. Adding a property to the Contract may not automatically activate a meter that is not in use. City staff must be notified and directed to activate meters at property that is not in use.
- vi. Multiple Delinquencies per Service Location shall require the property owner, or their specified agent on record, to be the contracting utility customer after three (3) delinquencies on utility accounts have occurred at a specified location in an eighteen-month period (18) month period. A delinquency on a utility account is when a utility customer is indebted to the City after all deposits and

payments are applied during the finalization process. Service may remain in the name of the owner or agent; however, an authorization form to release utility billing information may be completed in order to give additional persons access to account information for the purpose of payment and balance requests.

- 2. **Reasons for Denial of Service.** Applications for utility service may be denied for any one of the following reasons: A lease/rental/occupant agreement cannot be provided Validity of lease/rental/occupant agreement is in question and the property owner cannot be reached There are three or more delinquencies at a service location in a eighteen (18) month period occurring after adoption of these policies resulting in services being provided to the property owner or agent on record only Questionable Identification inability to provide verifiable or valid identification.
- 3. Customer Deposit. The purpose of a customer deposit is to try to ensure that all utility charges are collected. All new customer accounts are required to pay a deposit on the most recently approved rate tier. The customer's Utility Credit Worthiness and type of service may determine the deposit tier. Upon termination of an account, the deposit may be applied to any outstanding balance. Any remaining deposit greater than \$5.00, after applying to the outstanding balance, may be refunded. As part of the application process, the Customer Service Department may determine if you may be required to pay a deposit on your account based on your credit rating. With a good credit rating, this deposit fee may be waived. The amount of the deposit shall be set from time to time by City Council (Rate & Fee Schedule).
 - i. Any current customer that does not have a deposit with the City of Hendersonville whose service is involuntarily terminated for nonpayment, tampering, or other reasons more than twice in any 12month period, may be required to pay a deposit in the amount described above.
 - **ii.** Any person requesting utility service who has previously had an unpaid balance to the City may be required to repay this amount, plus pay a deposit.
 - **iii.** The City has the right to apply the customer deposit to any unpaid utility charges after an account is more than 60 days past due. If all or any portion of a customer deposit is applied to past due charges, and the customer continues to receive utility services, the City may require the customer to replenish deposit amount that may added to bill upon approval and subject to disconnection for nonpayment.
 - iv. Any customer that elects not to disclose their social security number will be considered a "high-risk," due to our inability to complete the credit check. Deposits will be calculated in the high risk tier and calculated at (2) two times the deposit amount.
- 4. **Refund of Deposit**. The City reserves the right to retain deposits indefinitely to assure payment of utility charges. No interest may be paid upon deposited amounts. However, the City may elect to refund deposits in the following situations provided the account is at a zero balance:

- i. Deposits on accounts within 24 consecutive months of good payment history (no late fees, insufficient funds penalties, or service disconnections) may be applied to the existing utility account; or
- **ii.** Upon customer request for termination of service and City determination that either the residence or business may remain vacant or another responsible person has applied for service.

The City retains the option of effecting refunds by applying to outstanding or future utility charges. No refunds may be made for amounts less than \$5.00.

- 5. **Temporary/Voluntary Disconnection of Service.** In the event a customer will not occupy a residence for an extended period and requests water to be turned off at the meter, utility base charges may be billed during this time by City ordinance. A premise visit may be charged to turn off the meter at each property/account.
- 6. **Permanent or Indefinite Disconnection of Services.** In the event a residence is demolished, condemned, or court ordered abandoned, the customer/property owner or legal representative may request that the meter on the property be removed at the currently approved charge per the Fee Schedule. City approved documentation must be received before meter services may be removed. If the meter is removed, and service discontinued, the base charge may not be applied to the account. If the service is not disconnected and the customer resumes using utility services, the City retains the right to bill for past services not to exceed two years.
- 7. **Sanitation Disconnection.** In the event a residence is demolished or condemned, or court ordered abandoned the customer/property owner or legal representative may request that the sanitation containers be removed at the currently approved charge per the Fee Schedule. City approved documentation must be received before sanitation services may be removed; Charges may discontinue effective the date of City approved documentation has been received in writing to the Customer Service Division. If the service is not disconnected and the customer resumes using sanitation services, the City retains the right to bill for past services not to exceed two years.
- 8. **Stormwater Disconnection**. In the event a residence is demolished or condemned, and all impervious surfaces have been removed from the property, stormwater charges may be discontinued upon approval. City approved documentation must be received before stormwater services may be discontinued. Charges may be discontinued effective the date that City approved documentation has been received in writing to the Customer Service Division. The Stormwater Division or a designee must approval all discontinuance of stormwater charges. The Stormwater Division or their designee may require a site visit to the property to verify all requirements have been completed. If these requirements are not meet the City retains the right to bill for past services not to exceed two years. Additional property visits may be required, after the initial visit the City maintains the right to charge for each additional premise visits per occurrence.
- 9. **Meter Tampering**. The City does not allow for any unauthorized person(s) to open a meter box to interfere, alter, tamper with, or bypass a meter which has been installed for the purpose of measuring the use of water or knowingly to use water passing through

any such tampered meter or water bypassing a meter provided by the City for the purpose of measuring and registering the quantity of water consumed. City of Hendersonville Ordinance 52.13. Any meter or service entrance facility found to have been altered, tampered with, or bypassed in a manner that would cause such meter to inaccurately measure and register the water consumed, or which would cause the water to be diverted from the recording apparatus of the meter, shall be prima facie evidence of intent to violate and of the violation of this section by the person in whose name such meter is installed, or the person or persons so using or receiving the benefits of such unmetered, unregistered, or diverted water. Any person(s) not authorized by the City operating any valves on the water distribution system, which included the cut off valve at the meter, hydrants, etc. shall be charged with tampering. Per North Carolina General Statute 14-151.1

- i. Any person violating any of the provisions may be liable to the City any losses and shall also be charged for the cost to repair and or replace any damages sustained. A fine may be charged per occurrence per the most recently approved Fee Schedule.
 - a. First Occurrence-notification letter to the property owner
 - b. Second Occurrence-notification and fine
 - c. Third Occurrence-notification, fine which may include any additional civil or criminal charges including recover of water loss or damage to City property.
- ii. If water is cut on illegally after disconnection due to nonpayment of a utility bill, this may cause the removal of the water meter and may result in additional charges. Reestablishing services may incur additional charges which may include deposits, fines and payment of all charges on the account before reconnection.
- iii. The City may make a reasonable effort to hold tenants responsible for any damages associated, or loss recovery of water usage. However, if the tenant is not available, the landlord or property owners may be responsible for any fines, any damages associated, or loss recovery of water usage.
- 10. **Waste of water.** Failure to repair utility services within 30 days of detection by the City or property owner, the City may disconnect utility service until the leak has been repaired. Approved City documentation must be submitted and approved before services may be restored. Certified mail notification by the City may be sent to the current owner and occupant of the property on file. Ordinance 52-6.

B. <u>Utility Billing Procedures</u>

The City of Hendersonville Revenue Department bills for Water, Sewer, Sanitation and Stormwater services. Please visit the City of Hendersonville webpage to see the bill cycle schedule.

1. Billing

i. Bills shall be prepared monthly for each billing cycle. Billing cycles dates are

based on service area and are as close to 30 days as practicable.

- ii. Bills are due 15 days from the billing date. Payment may be made by check, money order, bank ACH draft, in cash at the Collections office, or by any other means offered by the City.
- iii. All bills not paid within 25 days are subject to late penalty of \$10.00 or 5% whichever is greater of the unpaid balance. If payment is not received and receipted by the 25th day at 5 pm, a late charge may be added to the customer's account.
- iv. All bills not paid within 45 days are subject to disconnect. If payment is not received by the 45th day before 5 pm, a Nonpayment Service Disconnection Charge, per the most recently approved Fee Schedule, may be added to the customer's account, and the account is subject to disconnection. To restore service, the entire account balance, including fees, must be paid in full.
- v. If a bill is returned to the City of Hendersonville by the post office or email as undeliverable, the Customer Service Department shall make all reasonable efforts to obtain a forwarding address and correct the address in the Utility records. In the event the bill becomes delinquent, the Revenue Department shall follow the collection efforts below. Customers are responsible for all billing regardless of receiving a monthly bill.
- vi. Payments may be applied to customer accounts in the following order; fees or miscellaneous charges, sanitation, sewer, and water charges.
- vii. Sanitation Charges Every account within the city limits may be billed a Solid Waste Management Charge monthly. Commercial accounts meeting the criteria set by City Ordinance can contract with a private service upon approval from the Public Works Director. The charge may be waived for commercial or industrial properties upon providing documentation of such to the City. Requirements for containers and services may change based on the approved charge per the Fee Schedule.
- viii. It is the responsibility of the property owner, account holder, or authorized designee to advise the City to whom and to what address bills are to be sent (e.g. new owner or renter). A Utility Billing Change Form is available from the Customer Service Department for any changes that are necessary to an update an account. Only an account holder or authorized party can request changes to billing information and statuses.
- ix. If the City has overcharged or undercharged a customer for service, the City may correct this error subject to the following procedures:
 - a. If the City has overcharged a customer for service, the City may credit the customer's account, without interest, the excess amount and notify the customer by letter. Customers may request a refund of such excess charges if they were previously paid in full. Credit to a customer's account is subject to the following limitations:
 - b. If the time period over which the mistake occurred can be determined, the City should credit or refund the excess amount charged the account for that entire interval, provided that such time period shall not exceed the statute of limitations as set forth in the N.C. General Statutes.

• If the time frame of the problem cannot be determined, the City should refund the excess amount charged during the previous 12 months.

• If an overcharged customer owes a past due balance to the City, the City may deduct that past due amount from any refund or credit due the customer.

- c. If the City has undercharged a customer for service, the City may collect the additional amount due the City by billing the account. A payment plan or other payment options may be extended to a customer for repayment of charges billed from prior billing periods. If a customer receives notice of undercharging and does not contact the City to make payment arrangement for such amount by the subsequent due date, the account may be disconnected for nonpayment in accordance with this policy.
- d. If an undercharge has occurred because of tampering or bypassing a meter or because of other fraudulent or willfully misleading action of the customer, the City shall collect the entire undercharged amount in a lump sum and seek such other rights and remedies as are permitted by law.

2. Returned payments.

- i. Payments returned due to insufficient funds, closed accounts, or other issue not related to a City error may be charged a fee according to the current fee schedule. If the return was due to City error, the fee may be waived.
- ii. Customers may lose the ability to use a payment method for two years if a payment has been returned due to insufficient funds, closed accounts, or other issue not related to a City error two times in a 12-month period.
- iii. Customers who do not make good on any returned payment and applicable fees may be considered to have not made any payment and may be subject to procedures for late charges and disconnection of service.
- iv. The Revenue Department may also send a letter notifying the customer of these events and request replacement funds or alternative payment arrangements.
- v. Payment return fees may be added to the account and must be paid with other past due charges to continue Utility service.
- vi. Retuned payments made by a customer to avoid disconnection on an account may be subject to immediate disconnection. All fees and account balances including a Nonpayment Service Disconnection Charge may be paid before service is reconnected.

3. Collection of Past Due Utility Charges.

- i. Accounts 25 days past due. A cut off notice may be mailed when a bill is 25 days past due. If payment is not received by 5 pm on the 45th day, a Nonpayment Service Disconnection Charge in accordance with the fee schedule in effect at that time may be added to the customer's account. The account may then be disconnected.
- ii. Accounts over 90 days. If payment is not received within 90 days, the

City may take one or more of the following actions, as to the most optimum method of securing payment:

- a. The Revenue Department may send the name, address, and balance due to the City's collection agency or NC Debt Setoff Program.
- b. The terms of the nonpayment may be communicated to any or all nationally recognized credit reporting agencies.
- c. Customer may be denied access to Utility services.
- d. If a sewer-only account is cut-off, Operations Support staff may leave a door hanger at the service address noting the date of disconnection, which must be at least one business day after placement of the notice. Operations Support staff may use spray paint to mark the service connection location in the right-of-way for the excavation crew. If the customer wishes to reinstate service, a charge must be paid for replacement of the sewer tap, based on the schedule rates and fees currently in force, in addition to payment of all past charges.
- e. Remaining balances on terminated accounts may be transferred to a customer's active utility account for collection of charges due. These charges may be subject to the disconnection policy and may cause the active account to be disconnected for nonpayment.
- 4. Extended Payment Option. Payment plans may only be available for past due balances related to leaks or accounts that are back billed for previously unbilled usage. Accounts that have past due charges related to regular monthly billing will not be eligible for payment plans. The Revenue Department will review the account to establish a payment plan for the customer. The customer will be required to sign a payment plan form specifying the terms of the payment plan. Customer must continue to pay regular monthly charges plus a portion of the payment billing or a denied leak adjustment. If a customer has any returned, missed, or delinquent payments on the account, the payment plan may be voided, and the balance will be due immediately.
- **5. Payment Plan Reinstatement.** Customers may apply for reinstatement one time over the course of the plan payment. Revenue Department may review the request for reinstatement. If reinstatement is granted, all missed payments including any fees must be paid to reinstate the payment plan.
- 6. Deceased Account Holder/ Estate Account. When an account holder is deceased, a Utility Billing Change Form or New Service Application must be completed in order to transfer an account into the name of the responsible party within 45 days. The City may request legal documentation including, but not limited to, death certificates, wills, or other legal documents to process the utility billing change request. If the City of Hendersonville receives notice or determines that an account holder is deceased, notification of account closure may be mailed to the address on record. The letter may set forth a date in which a Utility Billing Change Form must be received to continue services at the location of the deceased account holder. If the responsible party is not the property owner, an Application for Utility Services must be filled out and the application process must be completed in accordance with this policy.

An account may be transferred into the ownership of an estate. A Utility Billing Change Form is required, and the City may request legal documentation from the executor or the person responsible for administrating an estate. It is the responsibility of the executor or other person administrating the estate to notify the City of any changes in account status. The City of Hendersonville may allow an account to remain in the name of an estate for a period of 4 months from the date of service connection. It is the responsibility of the executor or administrator of the estate to either disconnect or transfer ownership of the account into the name of a responsible person prior to this date. If an application has not been processed to transfer ownership of the account in the timeframe specified, services may be disconnected without further notice.

7. Service Call Charge. A service call charge may be charged for services performed by City staff that is not deemed necessary by the City. Such services include, but are not limited to, re-reading of meters, checking a meter for a possible leak, shutting meter off more than two times during any single leak event while leak on the customers side is being repaired and the testing of meters for accuracy. The City may charge a service call charge for services that require multiple visits to a property. Such services include, but are not limited to, leaks, temporary disconnection for repairs or any other services.

C. Consideration of Credits and Refunds

1. Refunds.

No refunds less than \$5.00 may be made on a customer's account.

2. Credits.

i. Filling Swimming Pools

The City does not allow adjustments for filling pools or spas. Customers can apply for a separate irrigation meter to fill pools or spas which may not charge for sewer usage.

ii. Leak Adjustments

The customer is responsible for leakage in the piping on his/her property on his/her side of the water meter and will be charged for water and/or sewer based on water use as indicated on the meter. This is being defined as that point at which the customer's plumbing connects either directly to the meter box or the customers shut off valve connects directly to the meter box. The City does not repair leaks on the customer's side of the water meter. The City of Hendersonville may allow credit for utility charges resulting from leaks on the customer's side of the meter.

- 1. Credit may be extended to the customer's account/property only once every 24 calendar months upon approval.
- 2. Customer must submit a completed Leak Adjustment form within 30

days of leak detection either by the City or the customer.

- 3. Customer must provide to the City of Hendersonville an invoice from a licensed plumber for repairing the leak(s). This must be accompanied by a statement confirming that a leak (or multiple leaks) had been repaired, and a description describing where the leak(s) occurred.
- 4. A customer may make their own repairs. If a customer makes their own repairs, all receipts for parts and pictures of the leak site prior to repair and after completion are required to be sent to the City for approval.
- 5. Leak adjustments may be calculated based on one and one half (1 ¹/₂) times the residential customer's average monthly consumption amount. Average monthly consumption is based on the twelve (12) month average prior to the month showing excessive use. If previous consumption is less than 12 previous months, the City may require 3 additional months of normal usage before adjustment calculation can be processed.
- 6. No credits or adjustments of \$ 5.00 or less may be given unless the cause for the credit or adjustment is an error by the City of Hendersonville.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Matthew Manley	MEETING DATE:	June 1, 2023
AGENDA SECTION:	Presentation	DEPARTMENT:	Community Development
TITLE OF ITEM:	Formation of Community Advisor – Matthew Manley, AICP / Strate	•	for Comprehensive Plan

SUGGESTED MOTION(S):

N/A

SUMMARY:

In an effort to provide community-driven feedback over the course of the Comprehensive Planning process, the City's consultant team of Bolton & Menk have requested that the City establish a Community Advisory Committee (CAC). This committee will be made up of a wide range of citizens and leaders within various sectors. The attached list provides a framework for identifying potential committee members. The consultants recommend a range of 12-15 appointed members for this type of committee.

BUDGET IMPACT: N/A

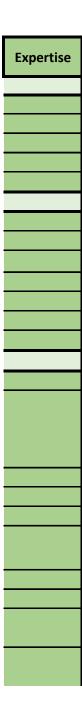
ATTACHMENTS:

DRAFT List for CAC Composition

Co	omposition of Community Advisory Committee	Potential Organizations	Prospective Member Name	Has Time?	Geographic Reach	Diversity	Community Influence
	Government						
	City Leadership	City Council					
	County Leadership	County Commission					
	Other Boards / Commissions	Planning Board					
	School District	Henderson Co Schools					
	Others	BRCC					
	Business Leaders						
	Commercial Property Owners						
	Banks/Financial/Insurance						
	Economic Development/Industry Rep	The Partnership					
	Retail Rep (Downtown)	Downtown Merchants					
	Business Organization	Chamber of Commerce					
	Developers/ Real Estate						
	Health Care / Hospital	Pardee					
	<u>Community</u>						
Sectors	Religious Institutions						
ect	Neighborhood Leaders (including						
•,	Historically Disadvantaged						
	Communities, Hispanic Community,						
	LGBTQ+)	Green Meadows/7th Ave					
	Neighborhood Leaders						
	Neighborhood Leaders						
	Housing Advocate	НАС					
	Civic Non-Profits	Hola Carolina, Hendersonville Connections, Thrive					
	Arts, Music, Culture	HC Arts Council, TDA					
	Environmental Stewardship	Mountain True					
	Bike/Ped Advocate	BR Bicycle Club, Friends of Ecusta/Oklawah					
	Youth Population (HS/MS Student)						

Aging Population (Seniors)	HC Aging Coalition			

Section 9, Item B.



Section 9, Item B.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Jill Murray, CMC, NCCMC	MEETING DATE:	June 1, 2023			
AGENDA SECTION:	BOARD/COMMITTEE APPOINTMENTS	DEPARTMENT:	ADMINISTRATION			
TITLE OF ITEM: Board & Commission Vacant Seat Appointments – Jill Murray, City Clerk						
SUGGESTED MOTION(S):						

SUMMARY: The City of Hendersonville has vacancies on various Boards and Committees. The City Clerk has received applications for consideration of appointment and disseminated to City Council. Information is detailed in the attached memo.

ATTACHMENTS: Memo CITY COUNCIL: BARBARA G. VOLK Mayor Lyndsey Simpson Mayor Pro Tem Dr. Jennifer Hensley Debbie O'Neal-Roundtree Jerry A. Smith Jr., J.D.



Section 10, Item A. JOHN F. CONNET City Manager ANGELA S. BEEKER City Attorney JILL MURRAY City Clerk

To:Honorable Mayor and Members of the City CouncilFrom:Jill Murray, City ClerkSubject:Board and Committee Vacancies for Consideration of Appointment on June 1, 2023Date:May 26, 2023

Honorable Mayor and Members of City Council:

Attached is information and applications regarding the upcoming June appointment cycle for your advisory boards. I solicited through newspaper, as well as, social media. Below are the applications received as of May 26, 2023.

Please note that the names highlighted in yellow have not answered as to whether they would like to continue to participate on their respective boards. I imagine some of them would and I will update you, hopefully by Monday as to their answers.

Please note the ones in blue are currently on the board and have applied to remain on the board.

A. <u>ABC Board</u>

(1 vacancy ending June 30, 2023)

We received 1 application as follows:

1. Ken Calhoun – Reapplying for a full term

B. Animal Services Advisory Committee

(3 vacancies ending June 30, 2023)

We received 7 applications as follows:

- 1. Caroline Gunther Reapplying for a full term
- 2. Angela Prodrick Reapplying for a full term
- 3. Marianne Pendleton New Applicant
- 4. Erik Henderson New Applicant
- 5. Joan Odean New Applicant
- 6. Beth Scarborough New Applicant
- 7. Patricia Shepherd New Applicant

C. Board of Adjustment

(7 vacancies ending June 30, 2023)

We received 8 applications as follows:

- 1. Stefan Grunwald Reapplying for a full term
- 2. Kathy Watkins Reapplying for a full term
- 3. Laura Flores Reapplying for a full term
- 4. Charles Webb Reapplying for a full term
- 5. Tim Culberson New Applicant
- 6. Lynette Oliver New Applicant
- 7. Jacob Padgett New Applicant
- 8. Chauncey Whiting New Applicant

D. Business Advisory Committee

(3 vacancies ending June 30, 2023)

We received 7 applications as follows:

- 1. Ken Gordon Reapplying for a full term
- 2. Fair Waggoner Reapplying for a full term
- 3. Sarah Cosgrove New Applicant
- 4. Tom Makowski New Applicant
- 5. Adam Justus New Applicant
- 6. Sara Whitley New Applicant
- 7. Richard Reagen New Applicant

E. Diversity & Inclusion Advisory Committee

(2 vacancies ending June 30, 2023)

We received 9 applications as follows:

- 1. Eric Gash Reapplying for a full term
- 2. DeSean Jackson New Applicant
- 3. Charles Bass New Applicant
- 4. Kristie Hillenburg New Applicant
- 5. Ciara Walker New Applicant
- 6. Harry Fleischer New Applicant
- 7. Lauren Redfern New Applicant
- 8. Victor Mills New Applicant
- 9. Richard Reagen New Applicant

F. Downtown Mainstreet Advisory Committee

(7 vacancies ending June 30, 2023)

We received 17 applications as follows:

- 1. Jared Bellmund _ Reapplying for a full term
- 2. Joseph Dinn Reapplying for a full term
- 3. Patsy Dupre Reapplying for a full term
- 4. John Ryan Reapplying for a full term
- 5. Chris Cormier Reapplying for a full term
- 6. Anthony McMinn- Reapplying for a full term
- 7. Tracy Graham New Applicant
- 8. Aaron Adams New Applicant
- 9. Crystal Cauley New Applicant
- 10. Gayle Cinke New Applicant
- 11. Christel-Jana Cooper New Applicant
- 12. Diane Dean New Applicant
- 13. Matthew Engle New Applicant
- 14. Nancy Neikirk New Applicant
- 15. Ryan Salvesen New Applicant
- 16. Samuel Simmons New Applicant
- 17. Michele Woodhouse New Applicant

G. Environmental Sustainability Board

(4 vacancies ending June 30, 2023)

We received 11 applications as follows:

- 1. Beth Stang Reapplying for a full term
- 2. Geri Conley Reapplying for a full term
- 3. Will Garvey Reapplying for a full term
- 4. Ann Twiggs Reapplying for a full term
- 5. Stephen Tillotson New Applicant
- 6. Bruce Austin New Applicant
- 7. Jill Carter New Applicant
- 8. Robin Matulich New Applicant
- 9. William Coffee New Applicant
- 10. Marcia Shaffer New Applicant
- 11. Francis Stewart New Applicant

H. <u>Historic Preservation Committee</u>

(1 vacancy ending December 31, 2023)

We received 5 applications as follows:

- 1. John Falvo New Applicant
- 2. Robert Johnson New Applicant
- 3. Lauren Matoian New Applicant
- 4. Susan Nelson New Applicant
- 5. Xana Peltola New Applicant

I. Planning Board

(5 vacancies ending June 30, 2023)

We received 9 applications as follows:

- 1. Tamara Peacock Reapplying for a full term
- 2. Barbara Cromar Reapplying for a full term
- 3. David Batchelder New Applicant
- 4. Margina Baxter New Applicant
- 5. Laura Flores New Applicant
- 6. Alexandria Nam New Applicant
- 7. Beth Robertson New Applicant
- 8. Bill Breyfogle New Applicant
- 9. Donna Waters New Applicant

J. Tree Board

(1 vacancy ending Dec. 31, 2023 & Dec. 31, 2024)

We received 2 applications as follows:

- 1. Will Coffee New Applicant
- 2. Janet Thew New Applicant

FIRST CITIZENS CUSTODIAN ACCOUNT

Investment Name		Rating	Cusip	Price	Coupon	Ŷ	тм	Purchased Date	Issued Date	Maturity Date	Callable	Cost Basis
TREASURY AND FEDERAL AGENCIES												
Federal Home Loan Bks Cons Bds Federal Home Loan Mtg Corp	FHL FHLM		3130ALLN2 3137EAFA2	99.825 99.91		50% 25%	0.50% 0.25%		3/24/2021 12/4/2020	3/24/2026 r 12/4/2023 r		499,125.00 999,100.00
TOTAL TREASURY AND FEDERAL AGENCIES											-	1,498,225.00
COMMERCIAL PAPER/CASH EQUIVALENT												
TOTAL COMMERCIAL PAPER/ CASH EQUIVALENT OTHER INVESTMENTS (MUNI/BABS/)											-	0.00
TOTAL OTHER INVESTMENTS (MUNI/BABS)											-	0.00
Total Securities NC Capt Management	Cash								To	tal Security - Cost Basis	[1,498,225.00 9,276,025.14 10,774,250.14

Portfolio Allocation - by Mate	urity	Date:
2023	\$	-
2024	l \$	999,100.00
2025	5\$	-
2026	5\$	499,125.00
		64 400 225 00
		\$1,498,225.00
		-

Portfolio Allocation - by Security Type			% of Total Cash
Fannie Mae	FNMA	-	0.00%
Federal Home Loan bank	FHLB	1,498,225.00	13.05%
Freddie Mac	FHLMC	-	0.00%
Federal Farm Credit Bank	FFCB	\$ -	0.00%
US Treasury Note	USTN	-	0.00%
US Treasury Note	USTN	-	0.00%
US Treasury Bill	USTB	-	0.00%
Total GOVERNMENT AGENCIES		\$ 1,498,225.00	
Commercial Paper	Ing	-	0.00%
	MUNI/OTHER	-	
	Cash	9,276,025.14	
		\$ 10,774,250.14	



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	John Buchanan	MEETING DATE:	6/1/23			
AGENDA SECTION:	Staff Reports	DEPARTMENT:	Finance			
TITLE OF ITEM:	Cash and Investment Report – Joh	hn Buchanan, Finance	e Director			

SUGGESTED MOTION(S):

None

SUMMARY:

Cash and Investment Summary

	2/28/23	4/30/23
U.S. Treasuries	\$ 3,440,664,44	\$ 0.00
Agencies	3,497,725.00	1,498,225.00
Commercial Paper	1,954,293.06	0.00
NCCMT Mutual Fund	1,745,000.23	9,276,025.14
NCCMT Cash Fund	9,635,029.18	9,812,512.02
Wells Fargo H&W	66,067.85	65,892.81
Wells Fargo Operating Account	7,825,429.60	6,576,341.47
Total	\$ 28,164,209.36	\$ 27,228,996.44

Undisbursed Bond Proceeds

2019 Revenue Bond	\$ 432,938.01	\$ 303,791.77
2021 LOB	\$ 2,695,402.38	\$ 2,363,405.62
2022 Revenue Bond	\$ 2,179,439.90	\$ 1,698,384.30
2022 IFC Fire Station	\$ 17,771,381.63	\$ 15,647,162.70

BUDGET IMPACT: \$

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

If no, describe how it will be funded. EnterTextHere

ATTACHMENTS:

Investment detail